

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1   150
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2. CONTRACT (Proc. Inst. Ident.) NO. HHSN316201200117W/DE-DT0013924	3. EFFECTIVE DATE See Block 20C	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Schedule
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5. ISSUED BY U.S. DOE/NETL Morgantown Campus 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880	CODE 02605	6. ADMINISTERED BY (If other than Item 5) U.S. DOE/NETL NATIONAL ENERGY TECH LAB 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880	CODE 02605
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State and ZIP Code)  ATTAIN, LLC Attn: JEFFREY COE 1600 TYSONS BLVD STE 1400 MCLEAN VA 22102	8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
	9. DISCOUNT FOR PROMPT PAYMENT NET 30
	10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN N ITEM G.2

11. SHIP TO/MARK FOR DEPT OF ENERGY NATIONAL ENERGY TECH LAB 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880	CODE 02605	12. PAYMENT WILL BE MADE BY OR for NETL (Morgantown) U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4787 Oak Ridge TN 37831	CODE 00509
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13. AUTHORITY FOR US NG OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 3304 (a) ( 0 )	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued					

15G. TOTAL AMOUNT OF CONTRACT      \$36,936,644.70

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE**

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18.  SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number DE-SOL-0010408, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A. NAME AND TITLE OF SIGNER (Type or print) [Redacted]	19C. DATE SIGNED	20A. NAME OF CONTRACTING OFFICER Donald E. Hafer
19B. NAME OF CONTRACTOR BY [Redacted] (Signature of person authorized to sign)		20B. UNITED STATES OF AMERICA BY Signature on File (Signature of the Contracting Officer)
		20C. DATE SIGNED 09/13/2017

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
HHSN316201200117W/DE-DT0013924

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NAME OF OFFEROR OR CONTRACTOR

ATTAIN, LLC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 09/13/2017 to 10/25/2020  Activity 1 - Transition Base Period: ██████████  Accounting Info: Fund: 00150 Appr Year: 2017 Allottee: 31 Report Entity: 233400 Object Class: 25178 Program: 1611267 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: ██████████				██████████
00002	Activity 2 - Infrastructure Operations Services Base Period: ██████████ Option Period 1: ██████████ Option Period 2: ██████████ Line item value is:: ██████████ Incrementally Funded Amount: ██████████  Accounting Info: Fund: 00150 Appr Year: 2017 Allottee: 31 Report Entity: 233400 Object Class: 25178 Program: 1611261 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: ██████████  Accounting Info: Fund: 00150 Appr Year: 2017 Allottee: 31 Report Entity: 233400 Object Class: 25178 Program: 1611261 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: ██████████				██████████
00003	Activity 3 - Cyber Security Base Period: ██████████ Option Period 1: ██████████ Option Period 2: ██████████ Line item value is:: ██████████  Accounting Info: Fund: 00150 Appr Year: 2017 Allottee: 31 Report Entity: 233400 Object Class: 25178 Program: 1611261 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: ██████████				██████████
00004	Activity 4 - Enterprise Application Engineering Base Period: ██████████ Option Period 1: ██████████ Option Period 2: ██████████ Continued ...				██████████

**CONTINUATION SHEET**

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NAME OF OFFEROR OR CONTRACTOR

ATTAIN, LLC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00005	<p>Line item value is:: [REDACTED]</p> <p>Accounting Info: Fund: 00150 Appr Year: 2017 Allottee: 31 Report Entity: 233400 Object Class: 25178 Program: 1611261 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: [REDACTED]</p> <p>Activity 5 - Indefinite Delivery-Indefinite Quantity (IDIQ) Base Period: [REDACTED] Option Period 1: [REDACTED] Option Period 2: [REDACTED] Line item value is:: [REDACTED]</p> <p>Accounting Info: Fund: 00150 Appr Year: 2017 Allottee: 31 Report Entity: 233400 Object Class: 25178 Program: 1611261 Project: 0000000 WFO: 0000000 Local Use: 0000000 Funded: [REDACTED]</p>				[REDACTED]

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**SECTION B – SUPPLIES OR SERVICES/PRICES**

\* See Chief Information Officer – Solutions and Partners 3 (CIO-SP3) Small Business Conformed Contract for additional applicable B Clauses. \*

**B.1 SERVICES BEING ACQUIRED – INFORMATION TECHNOLOGY SUPPORT SERVICES**

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

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

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

Base Period (Effective date of award through 36 months)

5.1 Activity 1 – Transition (Firm-Fixed Price)	[REDACTED]
5.2 Activity 2 – Infrastructure Operations Services (Firm-Fixed Price)	[REDACTED]
5.3 Activity 3 – Cyber Security (Firm-Fixed Price)	[REDACTED]
5.4 Activity 4 – Enterprise Application Engineering (Cost-Plus-Fixed-Fee)	[REDACTED]
Estimated DPLH	[REDACTED]
Estimated Cost (based on level of effort)	[REDACTED]
Fixed-Fee	[REDACTED]
Total Estimated Cost plus Fixed-Fee	[REDACTED]
Activity 4 NITAAC Fee	[REDACTED]
5.5 Activity 5 – Indefinite Delivery-Indefinite Quantity (IDIQ) Support (Cost-Plus-Fixed-Fee)	[REDACTED]
Estimated DPLH	[REDACTED]
Estimated Cost (based on level of effort)	[REDACTED]
Fixed-Fee	[REDACTED]
Total Estimated Cost plus Fixed-Fee	[REDACTED]

Option Period 1 (37<sup>th</sup> month through 48<sup>th</sup> month)

5.2 Activity 2 – Infrastructure Operations Services (Firm-Fixed Price)	[REDACTED]
5.3 Activity 3 – Cyber Security (Firm-Fixed Price)	[REDACTED]
5.4 Activity 4 – Enterprise Application Engineering (Cost-Plus-Fixed-Fee)	[REDACTED]
Estimated DPLH	[REDACTED]
Estimated Cost (based on level of effort)	[REDACTED]
Fixed-Fee	[REDACTED]
Total Estimated Cost plus Fixed-Fee	[REDACTED]
5.5 Activity 5 – Indefinite Delivery-Indefinite Quantity (IDIQ)	[REDACTED]

Support (Cost-Plus-Fixed-Fee)  
Estimated DPLH  
Estimated Cost (based on level of effort)  
Fixed-Fee  
Total Estimated Cost plus Fixed-Fee

[REDACTED]

Option Period 2 (49<sup>th</sup> month through 60<sup>th</sup> month)

5.2 Activity 2 – Infrastructure Operations Services  
(Firm-Fixed Price)

[REDACTED]

5.3 Activity 3 – Cyber Security (Firm-Fixed Price)

5.4 Activity 4 – Enterprise Application Engineering  
(Cost-Plus-Fixed-Fee)

Estimated DPLH  
Estimated Cost (based on level of effort)  
Fixed-Fee  
Total Estimated Cost plus Fixed-Fee

[REDACTED]

5.5 Activity 5 – Indefinite Delivery-Indefinite Quantity (IDIQ)

Support (Cost-Plus-Fixed-Fee)  
Estimated DPLH  
Estimated Cost (based on level of effort)  
Fixed-Fee  
Total Estimated Cost plus Fixed-Fee

[REDACTED]

**B.2 ESTIMATED TOTAL VALUE OF CONTRACT**

The estimated total value of this contract, inclusive of CLINs (including profit and fee) is [REDACTED].

**B.3 LIMITATION OF FUNDS**

Pursuant to FAR 52.232-22, "Limitation of Funds," total funds in the amount of [REDACTED] are obligated herewith and made available for payment of allowable costs and fixed fee to be incurred from the effective date of this contract through the period estimated to end [REDACTED]. The Limitation of Funds is further applied to the specific amounts obligated for each Activity identified in Part I, Section B of this contract.



## **SECTION C – DESCRIPTION/SPECIFICATIONS**

\* See Chief Information Officer – Solutions and Partners 3 (CIO-SP3) Small Business Conformed Contract for additional applicable C Clauses. \*

### **C.1 PERFORMANCE WORK STATEMENT**

The Performance Work Statement (PWS) is located in Part III -- Section J, Attachment A-2 to this contract. To assist with an understanding of NETL, an introduction has been included and is located in Part III – Section J, Attachment A-1.

### **C.2 REPORTS**

Reports shall be prepared and submitted in accordance with Part III - - Section J, Attachment B and as identified in the PWS.

## **SECTION D – PACKAGING AND MARKING**

\* See Chief Information Officer – Solutions and Partners 3 (CIO-SP3) Small Business Conformed Contract for additional applicable D Clauses. \*

### **D.1 PACKAGING**

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).

Except for those reports required by the Reporting Requirements Checklist of the contract, which are coded by “A” (as required) where the urgency of receipt of the report by the Government necessitates the use of the most expeditious method of delivery, reports deliverable under this contract shall be mailed by other than first-class mail, unless the urgency of the deliverable sufficiently justifies the use of first-class mail. The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of reports under this contract without the advance approval of the Contracting Officer except for those reports coded A.

## **SECTION E – INSPECTION AND ACCEPTANCE**

\* See Chief Information Officer – Solutions and Partners 3 (CIO-SP3) Small Business Conformed Contract for additional applicable E Clauses. \*

### **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 clauses identified in the master contract and applicable to the type of CLIN (i.e. Firm-Fixed price or Cost Reimbursement). 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

\* See Chief Information Officer – Solutions and Partners 3 (CIO-SP3) Small Business Conformed Contract for additional applicable F Clauses. \*

### **F.1 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 of the contract and shall continue for **thirty-six (36) months**. NOTE: The Government may elect not to exercise any of the below stated option periods.

#### OPTION PERIOD I

If Option Period 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** (thirty-seven (37) through forty-eight (48)).

#### OPTION PERIOD II

If Option Period 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** (forty-nine (49) through sixty (60)).

### **F.2 PRINCIPAL PLACE OF PERFORMANCE**

The principal places of performance under this contract shall be at the National Energy Technology Laboratory various locations. NETL is a geographically dispersed organization, with primary locations in Morgantown, WV; Pittsburgh, PA; and Albany, OR. NETL also has a secondary location in Anchorage, Alaska. The contractor shall be required to travel among sites. NETL may also require services at other locations, therefore the Contractor may be required to travel between, and provide services to, various other locations in the United States.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

\* See Chief Information Officer – Solutions and Partners 3 (CIO-SP3) Small Business Conformed Contract for additional applicable G Clauses. \*

### **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. Indirect Rate Correspondence

All correspondence relating to the establishment, revision, and negotiation of billing and final indirect cost rates shall be addressed to the Contracting Officer for Indirect Cost Rate Management, with information copies of the correspondence to the DOE Contract Specialist.

#### D. Correspondence on Patent or Technical Data Issues

Subject inventions shall be reported to the Office of Intellectual Property Law, U.S. Department of Energy, Chicago Operations Office, 9800 South Cass Avenue, Building 201, Argonne, IL 60439.

All other correspondence concerning patent or technical data issues shall be addressed to the NETL Patent Attorney, the DOE Contract Specialist, and the Contracting Officer's Representative.

#### E. 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.

#### F. Subject Line(s)

All correspondence shall contain a subject line commencing with the contract number, i.e., DE-DT0013824 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), and F4220.50 (Statement of Cost). Electronic versions of the SF1034 and the F4220.50 can be found on the NETL website at <http://www.netl.doe.gov/business/forms.html>. The Statement of Cost shall be supported by the information contained in Paragraph (c) of this clause. 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. Statement of Cost (Cost Reimbursement CLINs)**

The SF 1034 shall be completed so as to make due allowances for the Contractor's cost accounting system. The costs claimed shall be only those recorded costs (including cost sharing) which are authorized for billing by the payment provisions of this contract. If this is a cost-plus-fixed-fee contract, the amount claimed for the fixed fee should be based on a percentage of completion of the work. If this is a cost sharing contract, the "Government Share" must agree with the amount billed on the SF 1034. Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included in the invoice and adequately supported. Indirect rates claimed shall be billed in accordance with the "Allowable Cost and Payment Clause." The Certification (block 11) must be signed by a responsible official of the Contractor.

**C. Supporting Documentation**

Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., senior engineer, technician, etc.) the hourly rate, and the labor cost per category; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Contracting Officer (CO) or auditor approves a change in the billing rates, include a copy of the approval.

The invoice, cost management report, invoice detail report, and staffing report summary are to be prepared and submitted at the same time so that all include the same information and are supportive of each other.

The contractor shall include a cumulative roll up of the cost-incurred-to-date which shall include separate lines for costs incurred, fixed priced task, fixed fee, and DPLH as indicated below:

	Current Period	Cumulative Amount
Fixed Price (FFP CLINs)	XXXX	XXXX
Cost Incurred (cost reimbursement CLINs)	XXXX	XXXX
Fixed Fee (cost reimbursement CLINs)	XXXX	XXXX
DPLH (cost Reimbursement CLINs)	XXXX	XXXX

**D. Submission of Voucher**

Submit the original voucher including the Supporting Documentation to the following payment office. This submission may be done electronically through the Vendor Inquiry Payment Electronic Reporting System (VIPERS) 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:

U.S. Department of Energy  
Oak Ridge Financial Services Center  
P.O. Box 4967  
200 Administration Road  
Oak Ridge, TN 37830

In addition, an electronic copy must be sent in accordance with the Reporting Requirements.

E. Billing Period

Vouchers shall be submitted no more frequently than monthly (unless prior written consent of the Contracting Officer for more frequent billing is obtained). The period of performance covered by vouchers should be the same as covered by any required monthly technical progress reports and/or monthly cost reports.

F. 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."

G. 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.

H. 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.

I. Invoice Approval

The Contract Specialist and Invoice Approving Official is Amanda Lopez. The Contracting Officer's Representative (COR) for the purposes of monitoring and coordinating the technical requirements of this contract is Deborah Buterbaugh.

**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 Offeror's established accounting practices and procedures.

**G.5 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.



## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

\* See Chief Information Officer – Solutions and Partners 3 (CIO-SP3) Small Business Conformed Contract for additional applicable H Clauses. \*

### **H.1 TECHNICAL DIRECTION**

- (a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
  - a. Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, required pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.
  - b. Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
  - c. Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- (b) 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 which:
  - a. Constitutes an assignment of additional work outside the Statement of Work;
  - b. Constitutes a change as defined in the contract clause entitled "Changes";
  - c. In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
  - d. Changes any of the expressed terms, conditions or specifications of the contract; or
  - e. Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (c) All technical directions shall be issued in writing by the COR.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the 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 (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:
  - a. 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; or
  - b. Advise the Contractor within a reasonable time that the Government will issue a written change order.
- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes - Alternate I."

## **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 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. Within 180 days of contract completion or upon request of the CO, the Contractor shall be required to provide a listing of all property acquired under direct charge to the contract. The listing shall include the Purchase Order number utilized to acquire the property, acquisition cost, property identification numbers, and current location of property. The Contractor shall be required to manage government-owned/titled property in accordance with FAR 52-245-1 and DOE Order 580.1A. The listing shall be submitted in accordance with section D of this clause.
  - 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 with 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://www.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 identified on the provided property matrix necessary for controlling items under the acquisition cost threshold to protect against unauthorized use, disclosure, or loss. The property matrix shall be provided in writing from the CO.
  - 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 and not included on the property matrix list. These items are provided for the Contractor’s use in performing the contract requirements and are titled to the Government.
  - iv. The “GFP List” is incorporated into this contract by reference in its entirety. No hard copy of the GFP List or the property matrix will be attached to this contract.
10. During performance of the contract, the Contractor (with written approval of the CO) may acquire additional property items. These 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 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. 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).
15. 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.
16. 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.

Within 180 days of contract completion, 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.4 USE OF GOVERNMENT-OWNED 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 currently has office spaces for **40 Full Time Equivalent (FTEs)** at the Pittsburgh site, **44 FTEs** at the Morgantown site, and **4 FTEs** at the Albany site that are available for use by on-site Contractor personnel, the amount of office space available is subject to change based on current availability. Other associated Government furnished items for the on-site personnel include: office space, office furniture, local area network services, parking facilities, and other services as described in the clause entitled “Government Provided Services”.

**H.5 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, regulations and DOE/NETL directives (e.g. Orders, Policies, and Procedures).

**H.6 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES**

The Contractor shall cooperate fully with all other on-site DOE Contractors (including, but not limited to, security, support service, architect and engineering, janitorial, computer operation contractors, or consultants) and Government employees, and fit their own work to such other work as may be directed by the Contracting Officer or the Contracting Officers Representative (COR). The Contractor shall not permit any act which will interfere with

the performance of work by any other Contractor or by Government employees. The Contractor shall notify the COR immediately of any act that is causing interference with their performance of work.

#### **H.7 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.8 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.9 WORK BREAKDOWN STRUCTURE**

The Contractor's Work Breakdown Structure (WBS) shall require the written approval of the Contracting Officer's Representative (COR) prior to submission of the first invoice. The WBS submitted by the Contractor shall be in sufficient detail to track all incurred cost and labor hours to their lowest elements. For example, as a minimum, the WBS Structure and dictionary must be capable of breaking down labor cost, travel, materials, supplies, equipment, subcontracts, consultants, and other costs.

- A. WBS Structure Use – The Contractor shall use the WBS structure approved by the COR as the basis for all contractual reporting, invoicing, and accounting;
- B. Changes in WBS – On an annual basis the Contractor shall review their WBS Structure to ensure continued compliance with the work required. If a change is determined to be necessary, the Contractor shall submit a revised WBS for review and approval;
- C. Subcontract WBS – The Contractor shall include the requirements of this clause in all cost-reimbursement subcontracts it issues when:
  - 1. The value of the subcontract is greater than \$250,000, unless specifically waived by the Contracting Officer; or
  - 2. The Contracting Officer determines that the subcontractor effort is, or involves, a critical area related to the contract.
- D. Example:
  - 1. WBS Level 1: Contract Level Reporting
  - 2. WBS Level 2: Task Level Reporting
  - 3. WBS Level 3: Subtask Level Reporting (if needed)
  - 4. WBS Level 4: Activity Level Reporting (if needed)

Further levels as appropriate.

**H.10 KEY PERSONNEL/PROGRAM MANAGER**

**A. Introduction**

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

**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.

**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 \$500,000 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 \$100,000 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.

Name	Position/Title
[REDACTED]	[REDACTED]

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.11 TRAVEL AND PER DIEM COSTS**

Costs incurred by Contractor personnel for travel, including costs of lodging, other subsistence, and incidental expenses, shall be considered to be reasonable and allowable subject to the limitations contained in FAR 31.205-46 and the terms and conditions of this contract. Foreign travel is not expected to be incurred under this contract; however, in the event that foreign travel is required, it shall be subject to DEAR 952.247-70.

Cost Reimbursable Task Orders - Travel must be pre-approved by the Contracting Officer's Representative (COR) or designee. The Contractor shall submit travel requests at least thirty (30) days in advance of the start of travel.

Fixed Price Task Orders - Under Fixed Price task orders, the price associated with travel and per diem (as identified in the supporting document for the lump sum fixed price) will be reviewed from the standpoint of reasonableness and for compliance with travel regulations.

**H.12 INCORPORATION OF CONTRACTOR'S VALUE ADDED APPROACHES OR METHODOLOGIES AND CONTRACTOR'S RESOURCES AND COMMITMENTS**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

**H.13 PRIOR APPROVAL REQUIREMENTS FOR PLACEMENT OF SUBCONTRACTORS AND/OR CONSULTANTS**

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

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

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

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

NONE

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

#### **H.14 INDIRECT COSTS (COST-REIMBURSABLE CLINs ONLY)**

Pending establishment of final indirect cost rates (e.g., G&A, NETL specific on-site overhead, off-site overhead, etc.) for any period, billing and reimbursement of indirect costs shall be made on the basis of provisional rates recommended by the cognizant Government auditor. When a rate change occurs, and after it has been audited and approved by the cognizant Government auditor, the Contractor shall inform the Contracting Officer by letter of the indirect rate change. This notification shall include a copy of the cognizant auditor's approval and the cost impact of the rate change on the program. The change shall not be implemented until the Contracting Officer has reviewed and approved the documentation provided.

NETL requires the use of an NETL on-site overhead rate. For clarification purposes, the following two definitions are provided.

Project Management Office (PMO) - The PMO shall include the all cost associated with Key Personnel and administrative support personnel (e.g., HR, Procurement, Property, Time Keeping, Project Control, Reporting Requirements, Contract Management (including contract level reporting), Property Management (contract level reporting and property inventories associated with Government Furnished and Contractor Acquired property utilized under the Task Orders issued), Integrated Safety Management, Quality Assurance oversight, and Environmental Safety and Health oversight etc.) necessary for the overall management of the contract. For audit and application consistencies, the Individuals performing these functions shall not be charged as direct costs to any of the Task Orders issued (shall be included in the NETL specific on-site overhead rate).

NETL Specific On-Site Overhead Rate - The NETL specific on-site overhead rate shall include the Contractors cost elements, inclusive of PMO cost elements, to perform work on-site at NETL taking into consideration the facilities, property, and services provided by NETL for on-site support. Since this rate is specific to this requirement it is not expected that there will be any conflict with a Contractor's audited rate structure.

#### **H.15 LIMITATION OF INDIRECT COST (COST-REIMBURSABLE CLINs ONLY)**

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

Percentage of Overall Rate Entity: Attain LLC		Indirect Cost Ceiling Rate(s) per Contractor's Fiscal Year (1)				
Indirect Cost	Base of Application	FY17	FY18	FY19	FY20	FY21
NETL Site Specific On-Site Overhead	██████████	██	██	██	██	██
Off-Site Overhead (Contractor's site)	██	██	██	██	██	██
G&A	██████████	██	██	██	██	██

(1) For Contractor's FY beginning January 1<sup>st</sup> and ending December 31<sup>st</sup>.

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

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

## **H.16 ANNUAL INDIRECT RATE SUBMISSIONS (COST-REIMBURSABLE CLINs ONLY)**

### **A. Introduction**

1. Indirect billing, revised billing (as necessary), and final rate agreements must be established between a Contractor and the Department of Energy (DOE) for each of the Contractor's fiscal years for the life of the IDIQ type contract that includes cost reimbursement type task orders. These indirect rate agreements allow a Contractor to recover indirect expenses incurred during a fiscal year for which final indirect rates have not been established.
2. Indirect billing and revised indirect billing rate proposals must represent the Contractor's best estimate of the anticipated indirect expenses to be incurred and the estimated allocation base for the current fiscal year in accordance with their approved accounting system. Revised billing rates allow a Contractor or DOE to adjust the approved billing rates, based upon updated information, in order to prevent significant over or under billings. Revised billing rates, once established, are retroactive to the beginning of the fiscal year involved and require an adjustment voucher to be submitted by the Contractor reconciling all previous indirect billings which used the previously approved billing rates.
3. A final indirect rate proposal represents the indirect rate expenses actually incurred during a fiscal year and the actual business base experienced. Once established they are retroactive to the beginning of the fiscal year involved and require an adjustment voucher to be submitted by the Contractor reconciling all previous indirect billings if the established final rates differ from the previously approved billing rates.
4. FAR 42.703(a) stipulates that "A single agency [see FAR 42.705-1(a)] shall be responsible for establishing indirect cost rates for each business unit. These rates shall be binding upon all agencies and their contracting offices, unless otherwise specifically prohibited by statute." This single Government agency is

referred to as the Cognizant Federal Agency (CFA). The CFA is normally the Federal agency which has the largest unliquidated contract dollar amount by fiscal year with a Contractor.

5. Sections (B) and (C) or (D) of this clause define the requirements to be followed by the Contractor in establishing indirect rates for contracts when DOE is the CFA and when DOE is not the CFA. Specific instructions for submittal of indirect rate proposals to agencies other than DOE must be obtained from the agency involved.

B. Requirements whether or not DOE is the CFA

1. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable sections of FAR Part 30, "Cost Accounting Standards," FAR Part 31 and DEAR 931, "Contract Cost Principles and Procedures," in effect as of the date of this contract.
2. Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the CFA subject to acknowledgment by the DOE Indirect Rate Contracting Officer (IRCO). These billing rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled, either by mutual agreement or unilateral determination by the CFA subject to acknowledgment by the DOE IRCO.
3. The Contractor shall continue to use the latest DOE or CFA approved billing rate(s) which have been acknowledged by the DOE IRCO until those rates are superseded by establishment of final rates or more current billing rates. In those cases where current billing rates have not been established, the latest approved final rates shall be used for invoicing, unless it is determined by the DOE IRCO that use of said rates would not provide for an equitable recovery of indirect costs. In those instances the DOE IRCO will take whatever steps are necessary to establish rates that DOE considers to be reasonable for billing purposes.
4. All Indirect Rate agreements and correspondence shall be submitted to:  
U.S. Department of Energy  
National Energy Technology Laboratory  
626 Cochrans Mill Road  
P.O. Box 10940  
Contracting Officer for Indirect Rate Cost Management  
Building 921-107  
Pittsburgh, PA 15236-0940

C. Requirements when DOE is the CFA

1. No later than six months after the close of its fiscal year, the Contractor shall identify to the DOE IRCO all of its contracts with Federal agencies, either as a prime or as a subcontractor (any level), and provide the following information for those contracts:  
  
Name of Federal Agency  
Contract Number  
Contract Value (total and by fiscal year)  
Period of performance  
Type of contract (CPFF, FFP, etc.)
2. In accordance with the "Allowable Cost and Payment" clause (DEAR 952.216-7) the Contractor, as soon as possible but not later than six months after the close of its fiscal year, shall submit to the DOE IRCO, identified in paragraph (b)(4) of this clause, a proposal for final indirect rates based on the Contractor's actual costs for the period, together with all supporting data. The Contractor's failure to provide the required rate proposals in a timely manner may impact payment of vouchers and could ultimately result in suspension of payments for the indirect expense portion of the vouchers.
3. The settlement of the final indirect rates and indirect costs shall be accomplished prior to the Contracting Officer's approval of the final payment.

4. Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the DOE IRCO. These billing rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled, either by mutual agreement or unilateral determination by the cognizant DOE IRCO (see FAR 42.704).
5. The Contractor shall provide to the DOE IRCO annually, no later than 30 calendar days after the close of its fiscal year, a billing rate proposal for the ensuing fiscal year, with supporting data. Failure to provide the required rate proposals in a timely fashion may impact payment of vouchers and could ultimately result in suspension of the indirect expense portion of vouchers.
6. If the projected indirect expenses or bases change substantially during any fiscal year, the Contractor shall notify the DOE IRCO in writing and request an adjustment to the indirect billing rates. Upon review of the revised billing rate proposal the DOE IRCO may adjust the previously approved billing rates. Such adjustments will apply retroactively to all billings containing the previously approved rates for the fiscal year in question and the Contractor shall make all appropriate adjustments on its next voucher.

D. Requirements when DOE is not the CFA

1. When another Federal agency or a different DOE Office has the CFA responsibility for the establishment of indirect rates with the Contractor, the Contractor shall provide a copy of the rate proposals, including all supporting documentation, submitted to the CFA. These submittals to DOE shall be within the time periods established within paragraphs (C)(2) and (C)(5) of this clause unless a written request for an extension is submitted by the Contractor and granted by DOE. Failure to provide the required rate proposals in a timely manner may impact payment of vouchers and could ultimately result in suspension of payments for the indirect expense portion of vouchers.
2. The Contractor shall provide copies of all rates established by that CFA and any correspondence related to indirect rates to the DOE IRCO. It is imperative that the DOE IRCO be provided signed copies of all rate agreements established by the CFA since these agreements must be in the possession of, reviewed, and acknowledged by the DOE IRCO before any rates contained therein can be used by the Contractor for cost reimbursement under this contract.

**H.17 INSURANCE – MINIMUM REQUIREMENTS**

In accordance with FAR 52.228-7 (Section I), 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.18 SUBCONTRACTOR FACILITIES CAPITAL COST OF MONEY**

- A. To the extent a subcontractor proposes to recover as an element of proposed cost any Facilities Capital Cost of Money (FCCOM) from a higher tier subcontractor or from the prime Contractor, the FCCOM cost principle (FAR 31.205-10) shall apply to subcontracts and new scope modifications issued thereto which are fee bearing cost reimbursement type or negotiated fixed price type.
- B. To the extent a subcontractor is eligible to recover yet does not propose as an element of proposed cost any Facilities Capital Cost of Money (FCCOM) from a higher tier subcontractor or from the prime Contractor, the higher tier subcontractor or the prime Contractor shall insert the following provision in any such subcontract or new scope modification issued thereto:
  - 1. Waiver of Facilities Capital Cost of Money (FAR 52.215-17, OCT 1997)
  - 2. The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.
- C. The Contractor agrees to insert the substance of this clause, including this paragraph (C) altered as necessary for proper identification of the parties, in any subcontract placed hereunder which is a fee bearing cost reimbursement or negotiated fixed price type.

#### **H.19 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

In the performance of this contract the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) and the Collective Bargaining Agreements (CBA)'s located in Section J, Attachment E.

#### **H.20 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.21 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.22 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.23 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.24 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.25 QUALITY ASSURANCE – SITE SUPPORT**

The Contractor shall maintain an effective Quality Assurance (QA) Program during the course of the contract. A QA Management Plan is required in accordance with the Reporting Requirements Checklist, Part III, Section J, Attachment B. The QA Management Plan shall address both technical and administrative deliverables and services. The Government will not serve in the quality control function for the Contractor. Downward adjustments in price or fee may be assessed if the QA Management Plan is not followed and a deliverable or service provided by the Contractor to the Government requires rework or is unacceptable due to poor quality. Poor quality work contain errors which include but are not limited to typographical errors, grammatical errors, operational errors, programming errors, and errors of fact.

## **H.26 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.27 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.28 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.29 COMPLIANCE WITH INTERNET VERSION 6 (IPv6) IN ACQUIRING INFORMATION TECHNOLOGY**

This contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor agrees that:

- A. All deliverables that involve IT that uses IP (products, services, software, etc.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and
- B. It has IPv6 technical support for development and implementation and fielded product management available.

Should the Contractor find that the statement of work or specifications of this contract do not conform to the IPv6 standard, it must notify the Contracting Officer of such nonconformance and act in accordance with instructions of the Contracting Officer.

## **H.30 AUTOMATIC DATA PROCESSING EQUIPMENT (ADPE) USAGE**

ADPE requirements which were not included in the Contractor's original proposal may not be acquired (leased or purchased) without the prior written consent of the Contracting Officer. Whenever Contracting Officer written consent is required, the Contractor will furnish to the Contracting Officer information concerning the need for and selection of such ADPE, the specific make(s) and model(s), and the lease versus purchase determination.

## **H.31 AUTOMATIC DATA PROCESSING EQUIPMENT (ADPE) LEASING**

If the Contractor leases ADPE equipment for use under this contract, the Contractor shall include a provision in the rental contract stating that the Government shall have the unilateral right to exercise any purchase option under the rental contract between the Contractor and the ADPE equipment vendor and to realize any other benefits earned through rental payments.

## **H.32 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.33 WORK HOURS**

#### **A. WEEKENDS AND RECOGNIZED HOLIDAYS**

The Contractor may be required to work from time to time on federally observed holidays and weekends to meet specific work requirements. The Contractor shall be provided advance notice of at least twenty four (24) hours by the COR for planned work scheduled for federally observed holidays and weekends.

#### **B. WORK AT HOME**

It is expected that the performance of activities identified in this SOW will be accomplished primarily on-site. However, the Government may authorize the Contractor to perform work at home (from the employee's home) for specific occasions. If the Contractor anticipates that any employees will be working from home, a Work At Home plan specific to this award and a copy of the Contractor's corporate policy on telecommuting shall be submitted. Requests for work from home must be made in writing with duration, identified deliverables the Contractor personnel will be providing, an identifiable benefit to the Government, and the methodology by which supervision of these activities will occur. This request must be submitted by the Contractor for approval to the COR at least one week in advance of work to be performed off-site. The Contractor will report to the COR on a monthly basis the following: (1) who worked at home, (2) what work was performed, (3) total hours worked at home, and (4) the methodology by which the work was supervised.

#### **C. HOURS OF OPERATION - WEEKDAYS**

The required hours of operation are weekdays 7:00 a.m. – 8:00 p.m. Eastern Time. Unless otherwise specified in the PWS.

#### **D. ON-CALL SUPPORT**

The Contractor shall provide on-call support on a 24-hour a day, 7 days a week basis for resolving hardware and software problems or providing other emergency support. The Government shall provide the Contractor with the necessary communications equipment as deemed appropriate by the COR. The Contractor shall respond to any off-hour inquiry/problem from the automated alert system within sixty (60) minutes of call and have staff on-site within three hours of initial contact. NETL operates automated alert systems that will contact the Contractor directly to respond to an off-hour inquiry/problem. The Contractor shall respond to off-hour requirements when notified by either the automated alert system or the COR to maintain operations and quality services, meet deadlines, and handle emergencies. The Contractor shall notify the COR or designated representative of afterhours work.

### **H.34 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 located at <http://netl.doe.gov/business/site-support>. 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://intranet/ESH\\_ISO/standard/focused.pdf](http://intranet/ESH_ISO/standard/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.35 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) – PRIOR APPROVALS**

The National Environmental Policy Act of 1969 (NEPA) requires that all federal agencies consider the impacts of their projects on the human environment. As part of the DOE's NEPA requirements, the Contractor shall be required to supply to the DOE certain environmental information. DOE funds may only be expended by the Contractor on activities consistent with 40 CFR 1506.1, until DOE notifies the Contractor that all NEPA requirements have been satisfied.

### **H.36 HAZARDOUS WASTES MANIFESTS AND LABELS**

The Contractor shall not identify, on waste manifests or container labels or otherwise, the DOE or the NETL as the owner or generator of hazardous waste without written permission, signed by the Contracting Officer or his/her designee.

### **H.37 LOBBYING RESTRICTION**

The Contractor agrees that none of the funds obligated on this award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulation.

A copy of the DOE “Lobbying Brochure” which provides a summary of the statutory and regulatory restrictions regarding lobbying activities for Federal Contractors can be found at:

<http://energy.gov/management/lobbying>

### **H.38 REQUIRED CONTRACTOR CERTIFICATION**

For all portions of the work defined in the Performance Work Statement that are encompassed by the Software Engineering Institute (SEI) Capability Maturity Model Integration (CMMI) for Services (CMMI-SVC) or Development (CMMI-DEV), the work shall be performed at CMMI-SVC or CMMI-DEV level 3 or higher. The CMMI-SVC model is a collection of service best practices from Government and Industry with a focus on activities for providing quality services to customers and end users. The CMMI-DEV model consists of best practices that address development activities applied to projects and services. The prime Contractor shall be rated at CMMI-SVC level 3 or CMMI-DEV level 3 or higher. The prime Contractor shall ensure any and all subcontractors performing work encompassed by CMMI-SVC or CMMI-DEV adhere to the prime Contractor’s defined level 3 or higher methodologies. A copy of the SCAMPI Class A Appraisal Disclosure Statement shall be maintained on file with the Contracting Officer for the prime Contractor and any subcontractors holding a level 3 or higher rating. The organizational element defined in the disclosure statement shall be the same organizational element performing the work identified. Key Personnel with assigned responsibilities encompassed by the CMMI-SVC or CMMI-DEV must have experience working in a CMMI level 3 or higher environment.

### **H.39 52.234-4 EARNED VALUE MANAGEMENT SYSTEM. (NOV 2016) (PERTAINS ONLY TO THE PROCUREMENT OF CAPITAL ASSETS)**

- (a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in Electronic Industries Alliance Standard 748 (EIA-748) (current version at the time of award) to manage this contract. If the Contractor’s current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.
- (b) If, at the time of award, the Contractor’s EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in EIA-748 (current version at time of award), the Contractor shall—
  - (1) Apply the current system to the contract; and
  - (2) Take necessary actions to meet the milestones in the Contractor’s EVMS plan approved by the Contracting Officer.
- (c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.
- (d) The Contracting Officer may require an IBR at—
  - (1) Exercise of significant options; or
  - (2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or a an authorized representative as necessary to permit Government surveillance to ensure that the EVMS conforms, and continues to conform, with the performance criteria referenced in paragraph (a) of this clause.

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause: [TBD]

## SECTION I – CONTRACT CLAUSES

\* See Chief Information Officer – Solutions and Partners 3 (CIO-SP3) Small Business Conformed Contract for additional applicable I Clauses. \*

### **I.1 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST. (DEC 2011)**

(a) Definitions. As used in this clause-

"Acquisition function closely associated with inherently governmental functions" means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

"Covered employee" means an individual who performs an acquisition function closely associated with inherently governmental functions and is-

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

"Non-public information" means any Government or third-party information that-

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

"Personal conflict of interest" means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

- (1) Among the sources of personal conflicts of interest are-
  - (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;



(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from-

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall-

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee-

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation-

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include-

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for-

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall-

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts-

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

## **I.2 52.204-12 UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)**

(a) *Definition.* Unique entity identifier, as used in this clause, means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See [www.sam.gov](http://www.sam.gov) for the designated entity for establishing unique entity identifiers.

(b) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at the System for Award Management (SAM) for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

### **I.3 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS. (OCT 2016)**

(a) *Definition.*

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect costs.

(b) The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information:

- (1) Contract number and, as applicable, order number.
- (2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.
- (3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.
- (4) Data reported by subcontractors under paragraph (f) of this clause.

(d) The information required in paragraph (c) of this clause shall be submitted via the internet at [www.sam.gov](http://www.sam.gov). (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor’s failure to comply with the reporting requirements a part of the Contractor’s performance information under FAR subpart 42.15.

(e) Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report or document its rationale for the agency.

(f)

(1) The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in 4.1703(a)(2), to provide the following detailed information to the Contractor in sufficient time to submit the report:

- (i) Subcontract number (including subcontractor name and unique entity identifier); and
- (ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

(2) The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

**I.4 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)**

(a) Definitions. As used in this clause-

*Inverted domestic corporation* means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

*Subsidiary* means an entity in which more than 50 percent of the entity is owned-

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

**I.5 52.210-1 MARKET RESEARCH (APR 2011)**

(a) Definition. As used in this clause-

"Commercial item" and "non-developmental item" have the meaning contained in Federal Acquisition Regulation 2.101.

(b) Before awarding subcontracts over the simplified acquisition threshold for items other than commercial items, the Contractor shall conduct market research to-

(1) Determine if commercial items or, to the extent commercial items suitable to meet the agency's needs are not available, non-developmental items are available that-

- (i) Meet the agency's requirements;
- (ii) Could be modified to meet the agency's requirements; or
- (iii) Could meet the agency's requirements if those requirements were modified to a reasonable extent; and

(2) Determine the extent to which commercial items or non-developmental items could be incorporated at the component level.

**I.6 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS. (AUG 2011)**

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and

current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective certified cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by paragraph (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if -

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the certified cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if -

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid -

(1) Interest compounded daily, as required by 26 U.S.C. 6622, on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

**I.7 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS. (OCT 2010)**

(a) The requirements of paragraphs (b) and (c) of this clause shall -

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

**I.8 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (OCT 1997)**

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

**I.9 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)**

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

**I.10 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS – OVERTIME COMPENSATION. (MAY 2014)**

(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 of \$10 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).

(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 29 CFR 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.11 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS. (MAY 2014)**

(a) *Service employee,* as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Labor Standards statute, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (*e.g.*, it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor,



and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be-

(i) Posted in a conspicuous place at the worksite; or

(ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, *e.g.*, paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract

clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: *displaced@dol.gov*.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) *Subcontracts*. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures-

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

## **I.12 52.222-41 SERVICE CONTRACT LABOR STANDARDS. (MAY 2014)**

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

*Contractor* when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

*Service employee* means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability*. This contract is subject to the following provisions and to all other applicable provisions of 41 U.S.C. chapter 67, Service Contract Labor Standards, and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 6702, as interpreted in Subpart C of 29 CFR part 4.

(c) *Compensation.* (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (*i.e.*, the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (*i.e.*, appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action

taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Service Contract Labor Standards statute and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation.* If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts.* If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the

Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of 41 U.S.C. 6703 and of this contract.

(h) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records.* (1) The Contractor and each subcontractor performing work subject to the Service Contract Labor Standards statute shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Service Contract Labor Standards statute -

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay periods.* The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall

be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

(k) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Service Contract Labor Standards statute all or part of the wages or fringe benefits due under the Service Contract Labor Standards statute, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Service Contract Labor Standards statute.

(m) *Collective bargaining agreements applicable to service employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority list.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names, of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and interpretations.* Rulings and interpretations of the Service Contract Labor Standards statute are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's certification.* (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under 41 U.S.C. 6706.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under 41 U.S.C. 6706.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) *Variations, tolerances, and exemptions involving employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to 41 U.S.C. 6707 prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business.

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by 41 U.S.C. 6703(1) without diminishing any fringe benefits or cash payments in lieu thereof required under 41 U.S.C. 6703(2), in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, persons with disabilities, and disabled clients of work centers under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the statute for the employment of apprentices, student-learners, persons with disabilities, or disabled clients of work centers not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two statutes, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship and Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips.* An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by 41 U.S.C. 6703(1), in accordance with section 3(m) of the Fair Labor Standards Act and Regulations 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision -

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Labor Standards minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of 41 U.S.C. 6707(c).

(t) *Disputes concerning labor standards.* The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**I.13 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDEARL HIRES. (MAY 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only: It is not a Wage Determination*

<b>Employee Class</b>	<b>Monetary Wage - Fringe Benefits</b>
Application/Systems Architect	GS-11
Audio/Video Technician	GS-8
Business Systems Analyst	GS-9
Chief Engineer/Enterprise Architect	GS-12
Client Systems Engineer	GS-11
Cyber Security Analyst	GS-9
Cyber Security Architect/Engineer	GS-12
Information Technology (IT) Consultant/Desktop Technician/Support Engineer	GS-6
Network Engineer	GS-11
Oracle Database Administrator (DBA)	GS-9
SharePoint Administrator/Developer	GS-9
Software Engineer/Applications Developer	GS-11
SQL Database Administrator (DBA)	GS-9
System Administrator	GS-9
Telephone Technician	GS-6

**I.14 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (MAY 2014) (FIXED PRICE CLINs ONLY)**

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
- (d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
  - (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if



the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

**I.15 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658. (DEC 2015)**

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

"United States" means the 50 states and the District of Columbia.

"Worker"-

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and -

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order minimum wage rate.* (1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

(c)(1) This clause applies to workers as defined in paragraph (a). As provided in that definition-

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to-

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice.* The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts), in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.* (1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access.* The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding.* The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes.* Department of Labor has set forth in 29 CFR 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation.* The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance.* The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

#### **I.16 52.222-60 PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673) (OCT 2016)**

(a) Wage statement. In each pay period, the Contractor shall provide a wage statement document (e.g. a pay stub) to all individuals performing work under the contract subject to the wage records requirements of any of the following statutes:

(1) The Fair Labor Standards Act.

(2) [40 U.S.C. chapter 31](#), subchapter IV, Wage Rate Requirements (Construction) (formerly known as the Davis Bacon Act).

(3) [41 U.S.C. chapter 67](#), Service Contract Labor Standards (formerly known as the Service Contract Act of 1965).

(b) Content of wage statement.

(1) The wage statement shall be issued every pay period and contain–

(i) The total number of hours worked in the pay period;

(ii) The number of those hours that were overtime hours;

(iii) The rate of pay (e.g., hourly rate, piece rate);

(iv) The gross pay; and

(v) Any additions made to or deductions taken from gross pay. These shall be itemized. The itemization shall identify and list each one separately, as well as the specific amount added or deducted for each.

(2) If the wage statement is not provided weekly and is instead provided bi-weekly or semi-monthly (because the pay period is bi-weekly or semi-monthly), the hours worked and overtime hours contained in the wage statement shall be broken down to correspond to the period (which will almost always be weekly) for which overtime is calculated and paid.

(3) The wage statement provided to an individual exempt from the overtime compensation requirements of the Fair Labor Standards Act (FLSA) need not include a record of hours worked, if the Contractor informs the individual in writing of his or her overtime exempt status. The notice may not indicate or suggest that DOL or the courts agree with the Contractor's determination that the individual is exempt. The notice must be given either before the individual begins work on the contract, or in the first wage statement under the contract. Notice given before the work begins can be a stand-alone document, or can be in an offer letter, employment contract, or position description. If during performance of the contract, the Contractor determines that the individual's status has changed from non-exempt to exempt from overtime, it must provide the notice to the individual before providing a wage statement without hours worked information or in the first wage statement after the change.

(c) Substantially similar laws. A Contractor satisfies this wage statement requirement by complying with the wage statement requirement of any State or locality (in which the Contractor has employees) that has been determined by the United States Secretary of Labor to be substantially similar to the wage statement requirement in this clause. The determination of substantially similar wage payment states may be found at [www.dol.gov/fairpayandsafeworkplaces](http://www.dol.gov/fairpayandsafeworkplaces).

(d) Independent contractor.

(1) If the Contractor is treating an individual performing work under the contract as an independent contractor (e.g., an individual who is in business for him or herself or is self-employed) and not as an employee, the Contractor shall provide a written document to the individual informing the individual of this status. The document may not indicate or suggest that the enforcement agencies or the courts agree with the Contractor's determination that the worker is an independent contractor. The Contractor shall provide the document to the individual either at the time an independent contractor relationship is established with the individual or prior to the time the individual begins to perform work on the contract. The document must be provided for this contract, even if the worker was notified of independent contractor status on other contracts. The document must be separate from any independent contractor agreement between the Contractor and the individual. If the Contractor determines that a worker's status while performing work on the contract changes from employee to independent contractor, then the Contractor shall provide the worker with notice of independent contractor status before the worker performs any work under the contract as an independent contractor.

(2) The fact that the Contractor does not make social security, Medicare, or income tax withholding deductions from the individual's pay and that an individual receives at year end an IRS Form 1099-Misc is not evidence that the Contractor has correctly classified the individual as an independent contractor under the labor laws.

(e) Notices.

(1) Language. Where a significant portion of the workforce is not fluent in English, the Contractor shall provide the wage statement required in paragraph (a) of this clause, the overtime exempt status notice described in paragraph (b)(3) of this clause, and the independent contractor notification required in paragraph (d) of this clause in English and the language(s) with which the significant portion(s) of the workforce is fluent.

(2) Electronic notice. If the Contractor regularly provides documents to its workers by electronic means, the Contractor may provide to workers electronically the written documents and notices required by this clause. Workers must be able to access the document through a computer, device, system or network provided or made available by the Contractor.

(f) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts that exceed \$500,000, at all tiers, for other than commercially available off-the-shelf items.

**I.17 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)**

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)–  
“Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.  
“Employee”–

(1)

(i) Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706, and

(A) Whose wages under such contract are governed by the Service Contract Labor Standards statute ([41 U.S.C. chapter 67](#)), the Wage Rate Requirements (Construction) statute ([40 U.S.C. chapter 31](#), subchapter IV), or the Fair Labor Standards Act ([29 U.S.C. chapter 8](#)),

(B) Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions,

(C) Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

(i) An employee performs “on” a contract if the employee directly performs the specific services called for by the contract; and

(ii) An employee performs “in connection with” a contract if the employee's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.

“Individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship” has the meaning given in 29 CFR 13.2.

“Multiemployer” plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

“Paid sick leave” means compensated absence from employment that is required by E.O. 13706 and 29 CFR part 13.

“Parent”, “sexual assault”, “spouse”, and “stalking” have the meaning given in 29 CFR 13.2.

“United States” means the 50 States and the District of Columbia.

(b) Executive Order 13706.

(1) This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the E.O.

(2) If this contract is not performed wholly within the United States, this clause only applies with respect to that part of the contract that is performed within the United States.

(c) Paid sick leave. The Contractor shall—

(1) Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

(2) Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR part 13;

(3) Comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract;

(4) Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

(5) Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

(6) Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR part 13, and this clause.

(d) Contractors may fulfill their obligations under E.O. 13706 and 29 CFR part 13 jointly with other contractors through a multiemployer plan, or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

(e) Withholding. The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of E.O. 13706, 29 CFR part 13, or this clause, including—

(1) Any pay and/or benefits denied or lost by reason of the violation;

(2) Other actual monetary losses sustained as a direct result of the violation; and

(3) Liquidated damages.

(f) Payment suspension/contract termination/contractor debarment.

(1) In the event of a failure to comply with E.O. 13706, 29 CFR part 13, or this clause, the contracting agency may, on its own action or after authorization or by direction of the Department of Labor and written notification to the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(2) Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(g) The paid sick leave required by E.O. 13706, 29 CFR part 13, and this clause is in addition to the Contractor's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR part 13.

(h) Nothing in E.O. 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR part 13.

(i) Recordkeeping

(1) The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the following information for each employee, which the Contractor shall make available upon request for inspection, copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

(i) Name, address, and social security number of each employee.

(ii) The employee's occupation(s) or classification(s).

(iii) The rate or rates of wages paid (including all pay and benefits provided).

(iv) The number of daily and weekly hours worked.

(v) Any deductions made.

(vi) The total wages paid (including all pay and benefits provided) each pay period.

(vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2).

(viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests.

(ix) Dates and amounts of paid sick leave taken by employees (unless the Contractor's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR part 13 as described in 29 CFR 13.5(f)(5), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

(x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3).

(xi) Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee.

(xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave.

(xiii) The relevant contract.

(xiv) The regular pay and benefits provided to an employee for each use of paid sick leave.

(xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).



(2)

(i) If the Contractor wishes to distinguish between an employee's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if the Contractor adequately segregates the employee's time may the Contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave.

(ii) If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR 13.5(a)(i) or (iii), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave. If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor.

(3) In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee's number of daily and weekly hours worked.

(4)

(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of E.O. 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents shall also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 13658, their respective implementing regulations, or any other applicable law.

(j) Interference/discrimination.

(1) The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR part 13. Interference includes, but is not limited to—

- (i) Miscalculating the amount of paid sick leave an employee has accrued;
- (ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;
- (iii) Discouraging an employee from using paid sick leave;
- (iv) Reducing an employee's accrued paid sick leave by more than the amount of such leave used;
- (v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;
- (vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or
- (vii) Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

(2) The Contractor shall not discharge or in any other manner discriminate against any employee for—

- (i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;
- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;
- (iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13;
- (iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

or

(k) Notice. The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(l) Disputes concerning labor standards. Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the employees or their representatives.

(m) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

**I.18 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. (SEP 2013)**

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless-

- (1) The product cannot be acquired-
  - (i) Competitively within a time frame providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall-

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than-

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

**I.19 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY 2011)**

(a) Definitions. As used in this clause-

"Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

**I.20 52.223-10 WASTE REDUCTION PROGRAM. (MAY 2011)**

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

"Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power by combustion.

"Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

"Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of section 3(e) of Executive Order 13423, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract.

**I.21 52.223-13 ACQUISITION OF EPEAT(R)-REGISTERED IMAGING EQUIPMENT. (JUN 2014)**

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

*Imaging equipment* means the following products:

(1) *Copier*-A commercially available imaging product with a sole function of the production of hard copy duplicates from graphic hard-copy originals. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as copiers or upgradeable digital copiers (UDCs).

(2) *Digital duplicator*-A commercially available imaging product that is sold in the market as a fully automated duplicator system through the method of stencil duplicating with digital reproduction functionality. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as digital duplicators.

(3) *Facsimile machine (fax machine)*-A commercially available imaging product whose primary functions are scanning hard-copy originals for electronic transmission to remote units and receiving similar electronic transmissions to produce hard-copy output. Electronic transmission is primarily over a public telephone system but also may be via computer network or the Internet. The product also may be capable of producing hard copy duplicates. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as fax machines.

(4) *Mailing machine*-A commercially available imaging product that serves to print postage onto mail pieces. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as mailing machines.

(5) *Multifunction device (MFD)*-A commercially available imaging product, which is a physically integrated device or a combination of functionally integrated components, that performs two or more of the core functions of copying, printing, scanning, or faxing. The copy functionality as addressed in this definition is considered to be distinct from single-sheet convenience copying offered by fax machines. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as MFDs or multifunction products.

(6) *Printer*-A commercially available imaging product that serves as a hard-copy output device and is capable of receiving information from single-user or networked computers, or other input devices (e.g., digital cameras). The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as printers, including printers that can be upgraded into MFDs in the field.

(7) *Scanner*-A commercially available imaging product that functions as an electro-optical device for converting information into electronic images that can be stored, edited, converted, or transmitted, primarily in a personal computing environment. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as scanners.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only imaging equipment that, at the time of submission of proposals and at the time of award, was EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see [www.epa.gov/epeat](http://www.epa.gov/epeat).

**I.22 52.223-14 ACQUISITION OF EPEAT(R)-REGISTERED TELEVISIONS. (JUN 2014)**

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

*Television or TV* means a commercially available electronic product designed primarily for the reception and display of audiovisual signals received from terrestrial, cable, satellite, Internet Protocol TV (IPTV), or other digital or analog sources. A TV consists of a tuner/receiver and a display encased in a single enclosure. The product usually relies upon a cathode-ray tube (CRT), liquid crystal display (LCD), plasma display, or other display technology. Televisions with computer capability (e.g., computer input port) may be considered to be a TV as long as they are marketed and sold to consumers primarily as televisions.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only televisions that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see [www.epa.gov/epeat](http://www.epa.gov/epeat).

**I.23 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS. (DEC 2007)**

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

"Energy-efficient product"-

(1) Means a product that-

(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(ii) Is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy's Federal Energy Management Program.

(2) The term "product" does not include any energy-consuming product or system designed or procured for combat or combat-related missions (42 U.S.C. 8259b).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR products or FEMP-designated products) at the time of contract award, for products that are-

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless--

(1) The energy-consuming product is not listed in the ENERGY STAR Program or FEMP; or

(2) Otherwise approved in writing by the Contracting Officer.

(d) Information about these products is available for-

(1) ENERGY STAR at <http://www.energystar.gov/products>; and

(2) FEMP at [http://www1.eere.energy.gov/femp/procurement/eep\\_requirements.html](http://www1.eere.energy.gov/femp/procurement/eep_requirements.html).

**I.24 52.223-16 ACQUISITION OF EPEAT(R)-REGISTERED PERSONAL COMPUTER PRODUCTS. (OCT 2015)**

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

*Computer* means a device that performs logical operations and processes data. Computers are composed of, at a minimum:

(1) A central processing unit (CPU) to perform operations;

(2) User input devices such as a keyboard, mouse, digitizer, or game controller; and

(3) A computer display screen to output information. Computers include both stationary and portable units, including desktop computers, integrated desktop computers, notebook computers, thin clients, and workstations. Although computers must be capable of using input devices and computer displays, as noted in (2) and (3) above, computer systems do not need to include these devices on shipment to meet this definition. This definition does not include server computers, gaming consoles, mobile telephones, portable hand-held calculators, portable digital assistants (PDAs), MP3 players, or any other mobile computing device with displays less than 4 inches, measured diagonally.

*Computer display* means a display screen and its associated electronics encased in a single housing or within the computer housing (e.g., notebook or integrated desktop computer) that is capable of displaying output information from a computer via one or more inputs such as a VGA, DVI, USB, DisplayPort, and/or IEEE 1394-2008(TM), Standard for High Performance Serial Bus. Examples of computer display technologies are the cathode-ray tube (CRT) and liquid crystal display (LCD).

*Desktop computer* means a computer where the main unit is intended to be located in a permanent location, often on a desk or on the floor. Desktops are not designed for portability and utilize an external computer display, keyboard, and mouse. Desktops are designed for a broad range of home and office applications.

*Integrated desktop computer* means a desktop system in which the computer and computer display function as a single unit that receives its AC power through a single cable. Integrated desktop computers come in one of two possible forms:

(1) A system where the computer display and computer are physically combined into a single unit; or

(2) A system packaged as a single system where the computer display is separate but is connected to the main chassis by a DC power cord and both the computer and computer display are powered from a single power supply. As a subset of desktop computers, integrated desktop computers are typically designed to provide similar functionality as desktop systems.

*Notebook computer* means a computer designed specifically for portability and to be operated for extended periods of time either with or without a direct connection to an AC power source. Notebooks must utilize an integrated computer display and be capable of operation off of an integrated battery or other portable power source. In addition, most notebooks use an external power supply and have an integrated keyboard and pointing device. Notebook computers are typically designed to provide similar functionality to desktops, including operation of software similar in functionality to that used in desktops. Docking stations are considered accessories for notebook computers, not notebook computers. Tablet PCs, which may use touch-sensitive screens along with, or instead of, other input devices, are considered notebook computers.

*Personal computer product* means a computer, computer display, desktop computer, integrated desktop computer, or notebook computer.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only personal computer products that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.

(c) For information about EPEAT®, see *www.epa.gov/epeat*.

**I.25 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)**

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired-

- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (2) Meeting contract performance requirements; or
- (3) At a reasonable price.

(b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, *http://www.epa.gov/cpg/*. The list of EPA-designated items is available at *http://www.epa.gov/cpg/products.htm*.

**I.26 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS. (MAY 2011)**

The Contractor's work under this contract shall conform with all operational controls identified in the applicable agency or facility Environmental Management Systems and provide monitoring and measurement information necessary for the Government to address environmental performance relative to the goals of the Environmental Management Systems.

**I.27 52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

**I.28 52.224-2 PRIVACY ACT. (APR 1984)**

(a) The Contractor agrees to -

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies -

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish

an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

**I.29 52.227-3 PATENT INDEMNITY. (APR 1984)**

(a) The Contractor shall indemnify the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as "construction work") under this contract, or out of the use or disposal by or for the account of the Government of such supplies or construction work.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to -

(1) An infringement resulting from compliance with specific written instructions of the Contracting Officer directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;

(2) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or

(3) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

**I.30 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL). (JUN 1987)**

Except for data contained on pages None, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data - General" clause contained in this contract) in and to the technical data contained in the proposal dated 18 April 2017, upon which this contract is based.

**I.31 52.228-7 INSURANCE – LIABILITY TO THIRD PERSONS. (MAR 1996) (COST REIMBURSEMENT CLINs ONLY)**

(a)(1) Except as provided in subparagraph (a)(2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.



(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program, provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed -

(1) For that portion -

(i) Of the reasonable cost of insurance allocable to this contract; and

(ii) Required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for -

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities) -

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of -

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

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

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; *provided*, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall -

(1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;

(2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and

(3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

**I.32 52.229-4 FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS), (FEB 2013) (FIXED PRICE)**

(a) As used in this clause-

"All applicable Federal, State, and local taxes and duties," means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed tax," means any new or increased Federal, State, or local tax or duty, or tax that was excluded on the contract date but whose exclusion was later revoked or amount of exemption reduced during the contract period, other than an excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax," means any amount of Federal, State, or local tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Contract date," means the effective date of this contract and, for any modification to this contract, the effective date of the modification.

"Excepted tax," means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the Government.

"Local taxes" includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b)(1) Unless otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties, except as provided in subparagraph (b)(2)(i) of this clause.

(2) Taxes imposed under 26 U.S.C. 5000C may not be-

(i) Included in the contract price; nor

(ii) Reimbursed.

(c) The contract price shall be increased by the amount of any after-imposed tax, or of any tax or duty specifically excluded from the contract price by a term or condition of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not

incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(d) The contract price shall be decreased by the amount of any after-relieved tax. The Government shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government for such taxes. The Government shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.

(e) The contract price shall be decreased by the amount of any Federal, State, or local tax, other than an excepted tax, that was included in the contract price and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to Federal, State, and local taxes and duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(h) The Government shall furnish evidence appropriate to establish exemption from any Federal, State, or local tax when-

(1) The Contractor requests such exemption and states in writing that it applies to a tax excluded from the contract price; and

(2) A reasonable basis exists to sustain the exemption.

**I.33 52.232-22 LIMITATION OF FUNDS. (APR 1984) (COST REIMBURSEMENT CLINs ONLY)**

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause -

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of -

(i) The amount then allotted to the contract by the Government or;

(ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of -

(1) The amount previously allotted by the Government or;

(2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

**I.34 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)**

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

**I.35 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)**

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to -

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**I.36 52.239-1 PRIVACY OR SECURITY SAFEGUARDS. (AUG 1996)**

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

**I.37 52.246-20 WARRANTY OF SERVICES. (MAY 2001) (FIXED PRICE CLINs ONLY)**

(a) *Definition.*

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor [Contracting Officer shall insert the specific period of time in which notice shall be given to the Contractor; e.g., "within 30 days from the date of acceptance by the Government,"; within 1000 hours of use by the Government;" or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice shall state either-

- (1) That the Contractor shall correct or reperform any defective or nonconforming services; or
- (2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

**I.38 952.202-1 DEFINITIONS.**

As prescribed in 902.201, insert the clause at 48 CFR 52.202-1, Definitions, in all contracts. The following shall be added to the clause as paragraph (c):

(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.39 952.203-70 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.40 952.204-75 PUBLIC AFFAIRS. (DEC 2000)**

(a) The Contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding DOE policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.

(b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.

(c) The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.

(d) The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.

(e) Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with Members of Congress relating to the effort performed under the contract.

(f) In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.

(g) In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the Department and fully and accurately credit the Department for its role in funding programs and projects resulting in scientific, technical, and other achievements.

**I.41 952.204-77 COMPUTER SECURITY. (AUG 2006)**

(a) Definitions.

(1) Computer means desktop computers, portable computers, computer networks (including the DOE Network and local area networks at or controlled by DOE organizations), network devices, automated information systems, and or other related computer equipment owned by, leased, or operated on behalf of the DOE.

(2) Individual means a DOE Contractor or subcontractor employee, or any other person who has been granted access to a DOE computer or to information on a DOE computer, and does not include a member of the public who sends an e-mail message to a DOE computer or who obtains information available to the public on DOE Web sites.

(b) Access to DOE computers. A Contractor shall not allow an individual to have access to information on a DOE computer unless-

(1) The individual has acknowledged in writing that the individual has no expectation of privacy in the use of a DOE computer; and

(2) The individual has consented in writing to permit access by an authorized investigative agency to any DOE computer used during the period of that individual's access to information on a DOE computer, and for a period of three years thereafter.

(c) No expectation of privacy. Notwithstanding any other provision of law (including any provision of law enacted by the Electronic Communications Privacy Act of 1986), no individual using a DOE computer shall have any expectation of privacy in the use of that computer.

(d) Written records. The Contractor is responsible for maintaining written records for itself and subcontractors demonstrating compliance with the provisions of paragraph (b) of this section. The Contractor agrees to provide access to these records to the DOE, or its authorized agents, upon request.

(e) Subcontracts. The Contractor shall insert this clause, including this paragraph (e), in subcontracts under this contract that may provide access to computers owned, leased or operated on behalf of the DOE.

**I.42 952.208-70 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.43 952.209-72 ORGANIZATIONAL CONFLICT 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.44 952.247-70 FOREIGN TRAVEL (JUN 2010)**

Contractor foreign travel shall be conducted pursuant to the requirements contained in Department of Energy (DOE) Order 551.1C, Official Foreign Travel, or its successor in effect at the time of award.

**I.45 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS. (AUG 2009) (COST REIMBURSEMENT)**

(a) The Contractor shall take advantage of travel discounts offered to Federal Contractor employee travelers by AMTRAK, hotels, motels, or car rental companies, when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available. Vendors providing these services may require the Contractor employee to furnish them a letter of identification signed by the authorized Contracting Officer.

(b) Contracted airlines. Contractors are not eligible for GSA contract city pair fares.

(c) Discount rail service. AMTRAK voluntarily offers discounts to Federal travelers on official business and sometimes extends those discounts to Federal contractor employees.

(d) Hotels/motels. Many lodging providers extend their discount rates for Federal employees to Federal contractor employees.

(e) Car rentals. Surface Deployment and Distribution Command (SDDC) of the Department of Defense negotiates rate agreements with car rental companies that are available to Federal travelers on official business. Some car rental companies extend those discounts to Federal contractor employees.

(f) Obtaining travel discounts.

(1) To determine which vendors offer discounts to Government contractors, the Contractor may review commercial publications such as the Official Airline guides Official Traveler, Innovata, or National Telecommunications. The Contractor may also obtain this information from GSA contract Travel Management Centers or the Department of Defense's Commercial Travel Offices.

(2) The vendor providing the service may require the Government contractor to furnish a letter signed by the Contracting Officer. The following illustrates a standard letter of identification.

OFFICIAL AGENCY LETTERHEAD

TO: Participating Vendor

SUBJECT: OFFICIAL TRAVEL OF GOVERNMENT CONTRACTOR

(FULL NAME OF TRAVELER), the bearer of this letter is an employee of (COMPANY NAME) which has a contract with this agency under Government contract (CONTRACT NUMBER). During the period of the contract (GIVE DATES), AND WITH THE APPROVAL OF THE CONTRACT VENDOR, the employee is eligible and authorized to use available travel discount rates in accordance with Government contracts and/or agreements. Government Contract City Pair fares are not available to Contractors.

SIGNATURE, Title and telephone number of Contracting Officer

**SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

\* See Chief Information Officer – Solutions and Partners 3 (CIO-SP3) Small Business Conformed Contract for additional applicable J Clauses. \*

**J.1 LIST OF ATTACHMENTS/EXHIBITS**

ATTACHMENT	DESCRIPTION
A-1	NETL Introduction
A-2	Performance Work Statement
B	Reporting Requirements
B-1	Cost Management/Invoice Detail/Summary Staffing Report Forms
B-2	Contract Organization Chart
B-3	Subcontract Status Report
C	Position Qualifications
D	Wage Determinations/Collective Bargaining Agreements
E	Performance Guarantee Agreement
F	Cost Exhibits
G	Past Performance Information Questionnaire Cover Letter
H	Past Performance Questionnaire
I	Past Performance Information Forms

**INTRODUCTION TO THE  
NATIONAL ENERGY TECHNOLOGY LABORATORY**

**Overview**

The National Energy Technology Laboratory (NETL) is a U.S. Department of Energy (DOE) national laboratory owned and operated by DOE’s Office of Fossil Energy. The laboratory’s mission is to discover, integrate, and mature technology solutions to enhance the nation’s energy foundation and protect the environment for future generations. All of NETL’s activities support the DOE mission to promote the national, economic, and energy security of the United States.

NETL is the only national laboratory that is both owned and operated by DOE. The innovations NETL and its research partners develop address a range of fossil energy challenges, including—

- Carbon capture and storage.
- Gasification systems.
- Advanced combustion.
- Coal and coal-biomass to liquids.
- Sensor development.
- Solid oxide fuel cells.
- Natural gas resources and infrastructure.
- Deep-water oil recovery technologies.
- Enhanced oil recovery.
- Methane hydrates.

NETL also manages projects that tackle emerging issues in clean energy and ways to improve the efficiency and reliability of existing and future power plants as well as electricity-delivery systems.

NETL’s scientists and engineers conduct and manage research and technology development at sites in Pittsburgh, Pennsylvania; Morgantown, West Virginia; and Albany, Oregon. NETL also maintains an office in Anchorage, Alaska. About one quarter of NETL’s 1,350 federal and contractor employees engage in onsite research, solving problems that would otherwise become barriers to commercializing advanced power systems, fuels, and environmental and waste-management technologies. NETL research includes collaboration with many types of research organizations.

Using its extensive project-management capabilities, NETL shapes, funds, and manages off-site research throughout the United States and in more than 40 foreign countries. NETL’s research portfolio includes nearly 1,400 projects and activities, with a total award value of more than \$15 billion and private-sector cost sharing of nearly \$10 billion. To secure these projects and activities, NETL uses a variety of financial arrangements with corporations, small businesses, universities, non-profit organizations, and other national laboratories and government agencies.

In addition to conducting and managing research and technology development, NETL also provides strategic information and analyses to the policymakers responsible for setting direction and establishing research funds focused on clean, affordable energy. NETL provides (1) expert scientific and engineering analyses of technology options, developmental pathways, energy scenarios, and technical advancements; (2) programmatic and socio-economic impact analyses and benefits appraisals; (3) expert simulation and modeling, using state-of-the-art systems; and (4) analyses of energy systems infrastructure interdependencies, including policy implications.

NETL transfers many of its energy solutions into the commercial and educational arenas. Licensing agreements with large and small companies bring viable solutions to market, while internships and other educational programs bring renowned researchers together with students and faculty. In addition, NETL-authored and -sponsored papers, presentations, publications, and conferences ensure that laboratory breakthroughs are shared openly with decision-makers, stakeholders, and other researchers around the world.

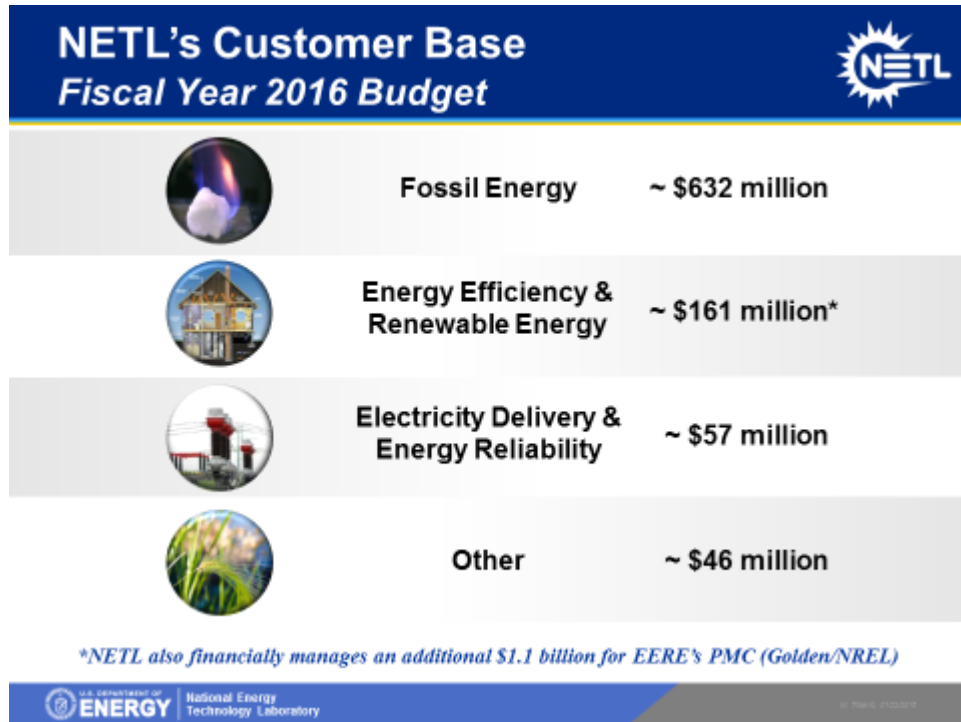
## Organization

NETL is organized to provide flexible, dynamic expertise and capabilities to its public and private sector customers through the work of six offices or centers:

1. The **Office of the Director** maintains full control and authority, including delegated authority, over the complete NETL complex, including delivery and execution of NETL's mission to discover, integrate, and mature technology solutions to enhance the Nation's energy foundation and protect the environment for future generations.
2. The **Science and Technology Strategic Plans and Programs** unit develops strategic direction for NETL programs by identifying future competency requirements, ways to best utilize existing capabilities, and investments required for new capabilities to sustain and grow the laboratory. Strategic planning is centered on NETL's three enduring mission elements: effective resource development, efficient energy conversion, and environmental sustainability.
3. The **Research and Innovation Center** nurtures and exercises core technical competencies which combine world-class expertise with mission-relevant laboratory facilities and enable NETL to be an international resource for fossil energy technology discovery, development, and deployment:
  - Computational Engineering
  - Energy Conversion Engineering
  - Geological and Environmental Systems
  - Materials and Manufacturing Engineering
  - Systems Analysis and Engineering
4. The **Technology Development and Integration Center** implements DOE programs to reach key technology goals through integrated technical and business teams that define, solicit, negotiate, award, manage, and deliver federally sponsored research and development benefit to the nation. The center's work, performed in conjunction with industry, universities, and national laboratories, is focused in three organization element areas: oil and gas, coal, and energy technology development.
5. The **Laboratory Operations Center** manages a comprehensive, fully integrated suite of laboratory support services consistent with the NETL mission. The center develops, implements, integrates, monitors, and continuously improves the products and services that support NETL business and laboratory operations. The center's responsibilities include facility operations, information technology and strategic support for internal audits, environmental safety and health, security and counterintelligence, records management and cyber security, and human resources.
6. The **Finance and Acquisition Center** directs and coordinates NETL's Chief Financial Office, procurement and financial assistance awards, and grant functions, ensuring effective oversight and stewardship of all matters related to the laboratory's financial resources, procurement, and financial assistance activities. The Finance and Acquisition Center provides expert oversight, regulatory compliance knowledge, and operational experience to: 1) ensure the financial integrity of the Laboratory's books and records; 2) manage and monitor the funds control process; 3) provide business and financial expertise procurement and business management; 4) implement and coordinate Federal acquisition and assistance policies and procedures; 5) perform internal audits and compliance reviews; and 6) provide strategic analysis, best practices and improved synchronization functions.

## Budget

NETL's fiscal year 2016 is shown below:



### **J.3 ATTACHMENT A-2 PERFORMANCE WORK STATEMENT**

#### **Performance Work Statement (PWS) Information Technology Support Services (ITSS)**

##### **1.0 CONTRACT STRUCTURE**

The National Energy Technology Laboratory (NETL) requires Information Technology Support Services (ITSS) which will enable the laboratory to fulfill its role in supporting the Department of Energy's (DOE) mission. These services are to provide access to a cadre of requisite experience, skills, and personnel to maintain, operate and integrate information technology (IT) solutions. Although the primary function of this contract will be to provide maintenance and operation support, the Contractor shall also provide access to specialized IT support on an as needed basis through an indefinite-delivery-indefinite-quantity (IDIQ) activity. The specialized IT support may consist of work focused on one or multiple IT technology areas. Examples of potential specialized IT support include the development of feasibility studies; systems analysis; system design; enterprise architecture; software development; project management; preparation of technical specifications; and solutions engineering and design.

##### **2.0 BACKGROUND**

NETL is operated by the DOE Office of Fossil Energy (FE) and helps provide clean, safe, affordable, and reliable energy to the American people. All NETL activities support the DOE mission to promote the national, economic, and energy security of the United States. NETL is the only national laboratory owned and operated by DOE. It conducts and manages research activities at its sites in Pittsburgh, Pennsylvania, Morgantown, West Virginia, and Albany, Oregon. It also maintains a satellite office in Anchorage, Alaska, to address energy issues specific to those regions. NETL's project portfolio includes research and development conducted through partnerships, cooperative research and development agreements, financial assistance, and contractual arrangements with universities and the private sector. The innovations NETL and its partners discover address a range of fossil energy challenges, including carbon dioxide capture, utilization, and storage; advanced coal processing; enhanced natural gas exploration and production; next-generation emissions controls; production of materials for extreme environments; and high-efficiency boilers, turbines, fuel cells, and other power systems. NETL also manages DOE projects that tackle emerging issues in renewable energy, Smart Grid implementation, and ways to improve the reliability and efficiency of both existing and future power plant and electricity delivery systems.

NETL is comprised of six organizational offices including the Office of the Director, the Science and Technology Strategic Plans and Programs office, the Research and Innovation Center, the Technology Development and Integration Center, the Laboratory Operations Center, and the Finance and Acquisition Center, totaling approximately 1350 personnel. The largest sites are in Morgantown and Pittsburgh with approximately 600 personnel in each location.

##### **3.0 PURPOSE**

The purpose of this contract is to obtain quality professional IT services of the caliber necessary to meet the business and research needs of a world class laboratory. The intent is not only to obtain consistent, high quality IT support services, but to also acquire a business partner focused on NETL success. In that regard, attention is provided by the contractor in the areas of customer service and continuous improvement.

The services delivered must align IT resource expenditures with business goals and objectives and facilitate an IT environment which is responsive to organizational requirements. The personnel who support NETL through this contract are required to be both professional and knowledgeable, with the necessary experience and skill to maintain and operate the NETL IT environment and integrate future upgrades, enhancements, and developments.

##### **4.0 OVERSIGHT AND MANAGEMENT**

The Contractor shall provide a Program Manager to serve as the Contractor's authorized supervisor for technical and administrative performance of all work. The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the DOE Contracting Officer's Representative (COR) may issue within the terms and conditions of the contract. The Government will not exercise any supervision over Contractor employees performing services under this contract. The Contractor's employees are accountable solely to the Contractor's management, who in turn is responsible for performance to the Government.

The Contractor shall provide a stable, competent work force to meet the requirements of the contract. The Contractor shall ensure that its contract personnel, over the contract life, know and understand DOE/NETL's organizational structure, its mission, its IT policies, and its software and hardware environments. Employees shall remain technically current in their fields of expertise.

The Contractor may be required to have access to highly specialized business, management, and technical IT expertise that due to the specificity of the subject tool, technology, or business practice, may require skills, knowledge, or specific technical expertise that the Contractor may not have within its available resources. In these instances, the Contractor may acquire temporary short-term resources through other means if approved by the Contracting Officer (CO). This contract requires that the Contractor have quick and expedient access to these types of specialized technical and business management consulting capabilities.

## **5.0 ACTIVITIES**

### **5.1 Activity 1 – Transition**

#### **5.1.1 Activity Type**

This activity is planned to be a firm-fixed price activity.

#### **5.1.2 Place of Performance**

The place of performance for this activity includes all NETL sites (Morgantown, WV; Pittsburgh, PA; Albany, OR; and Anchorage, AK). The performance at Anchorage, AK is limited as this is a satellite office with limited staff.

#### **5.1.3 Objectives**

Transition services will be comprised of all transition activities to begin performance of ITSS, 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. The specific transition activities to be included in the Transition Plan are identified in Section L of the solicitation. The Transition Plan submitted with the proposal will be the starting point for a finalized plan.

In accordance with the solicitation and contract, transition is not fee bearing. Transition functions align with the FAR 52.237-3 Continuity of Services clauses of the predecessor contracts and should be planned for the orderly and efficient transition of work from the predecessor contracts to the successor. Work under this activity covers actions required to transfer work from the current Information Technology Operations and Maintenance Support (ITOMS) contract, (the incumbents) to newly awarded ITSS. The Contractor is expected to complete the orderly, efficient, and effective transition of work to assume full work requirements within 45 days after award.

#### **5.1.4 Scope/Requirements**

The Contractor shall implement all transition activities to begin performance of the ITSS, consistent with the Transition Plan and Milestone Schedule as submitted in response to the solicitation, finalized and approved during kickoff meeting.

The Contractor shall provide a seamless transfer of responsibility for ongoing and new work assignments during the transition period:

1. Uninterrupted delivery of activity assignments.
  - The Contractor shall conduct knowledge transfer to capture and retain existing knowledge that provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent Contractor.



2. Sustained, high quality execution of assignments.
  - The Contractor shall review NETL Standard Operating Procedures to ensure a complete understanding of current processes, workflow, infrastructure, business and technical complexity.
  - The Contractor shall review NETL's IT Governance structures, to include the IT Project Management process, the Risk Review Board, and the Change Control Board, to ensure a complete understanding of Governance processes.
  - The contractor shall review all in-process IT projects with the incumbent in order to seamlessly transfer performance responsibility.
  - The Contractor shall work with federal staff and other Contractors as required to accomplish requirements, goals, and objectives as efficiently and effectively as possible. This will likely include sharing information resulting from the work required by this PWS or previous Government efforts with the objective of gaining a clear operational understanding of the body of work to be performed.
3. Government Property responsibilities.
  - Accountable and sensitive property currently accountable to the incumbent Contractor for contract performance will be provided to the Contractor for performance of activities under this contract. During the transition period, a wall-to-wall physical inventory is expected to be completed and an acceptance of the full accountability for the accountable and sensitive property at the end of transition.
  - A copy of the Contractor's property management systems procedures is to be provided for review and concurrence to the Government Property Administrator.

#### **5.1.5 Performance Expectations/Inspection and Acceptance**

NETL will assess the transition from a standpoint of impact on NETL services and end users through customer surveys and customer feedback. NETL will track and monitor adherence to milestone and report deliverable due dates as defined in the approved Transition Plan. The following criteria shall be used to evaluate transition performance:

- The Contractor shall be ready to assume their responsibilities on the date of contract activation.
- The Contractor shall ensure minimal disruption to NETL business and research operations.
- The Contractor shall clarify responsibilities and expectations of the contract transition team.
- The Contractor shall staff the contract in alignment with the technical proposal.
- The Contractor shall establish and maintain effective communication between federal and contractor teams.
- The Contractor shall provide notification of perceived risks that may adversely affect the transition along with proposed mitigation actions.
- The Contractor shall ensure the transition is conducted consistent with the contractor's approved transition plan.
- The Contractor shall meet or exceed all milestone dates defined in the transition plan.
- The Contractor shall submit required reports during transition period by due date identified in reporting requirements checklist.
- The Contractor shall complete the transition within 45 calendar days of award date.

### **5.1.6 Deliverables/Schedule**

- A. The Contractor shall provide the final version of the Transition Plan and Milestone Schedule (from Section L) within 10 days after award.
- B. During transition, the following deliverables should be provided to the Government (contractual due dates are listed in the contract Reporting Requirements or the agreed upon due date during the kick off meeting):
  1. Risk Management Plan
  2. Quality Assurance Management Plan
  3. Work Plan Portfolio Transfer Strategy & Plan
  4. Management Plan
  5. Integrated Safety Management Plan (DOE 450.4)
  6. Knowledge and Data Transfer Plan
  7. Organization Chart
  8. Property Management System (for review and approval)
  9. Insurance Certificate
  10. Property Inventory
- C. Transition shall be complete within 45 calendar days of award.

### **5.1.7 Resource Load Information**

- The Contractor shall review the historical information identified in solicitation and the minimum qualifications as identified in Section J, Attachment C – Position Qualifications of the contract for the type and number of staffing historically utilized.
- The Contractor shall contract for, interview, and hire qualified staff to successfully perform the activities defined in this PWS within the duration of the transition period.
- The Contractor shall establish market appropriate employee relations at the point of transition, including addressing employee benefits, and employee concerns; and avoiding disruption of service during transition.
- During the kick-off meeting, NETL will provide a list of incumbent names, NETL email address, and labor category currently performing.
- Human Resource functions that are required shall be done off-site and after hours. NETL will allow the use of intranet posting to post “Job Fair” announcements associated with the transition.

## **5.2 Activity 2 – Infrastructure Operations Services**

### **5.2.1 Activity Type**

This activity is planned to be a firm-fixed price activity.

### **5.2.2 Place of Performance**

The place of performance for this activity includes all NETL sites (Morgantown, WV; Pittsburgh, PA; Albany, OR; and Anchorage, AK). The performance at Anchorage, AK is limited as this is a satellite office with limited staff.

### **5.2.3 Objectives**

The objective of the Infrastructure Operations Services (IOS) activity is to ensure that the whole suite of Information Technology (IT) services is fully functional and available to meet mission requirements.

#### 5.2.4 Scope/Requirements

The Contractor shall provide NETL with all supervision, personnel, tools, equipment, and services (excluding those items identified under the Government-furnished section of the contract) to satisfactorily perform the Infrastructure Operations Services identified in this activity. It is expected that Infrastructure Operations Services shall include staffing at NETL Morgantown, Pittsburgh, and Albany sites with limited staffing or resources at Anchorage.

For the purposes of this activity, Infrastructure Operations Services hours are defined as Monday through Friday from 7 A.M. through 5 P.M. local time for each site. It is expected that the Contractor shall provide response times per the Service Level Agreement (SLA) (during solicitation these are located in the NETL Electronic Reading Room Documents).

Essential Infrastructure Operations Services are those services that are required to be available and operational 24 hours a day, 7 days a week, 365 days a year, even during site closings for weather. During Infrastructure Operations Services hours, it is expected that the loss of Essential Infrastructure Operations Services shall result in immediate (within 15 minutes) response times for remediation. At all other times, it is expected that the Contractor shall respond within 60 minutes, and if necessary to restore service per Government direction, have staff on-site within three hours of initial contact to troubleshoot and resolve the service interruption or identified problem.

Infrastructure Operations Services encompasses all the functions and services that are needed for support of the NETL IT environment, including data and application services, the communications between individuals and services, the end user hardware and client systems that connect into the communications, and first contact support for those users.

NETL has three data centers, hosting a total of nearly 560 servers made up of production, test and development servers, including virtualized servers. These servers provide services for approximately 1350 full-time users, nearly 300 of which are part of the in-house research community. This number does not include the seasonal employees (like students) which may increase the in-house research community by more than 100 users during the summer. NETL's data center services include but are not limited to directory services, file services, backup services, print services, application services, and remote hosting for graphic/processor-intensive applications. NETL's data centers also host two other interdepartmental systems as well as equipment for the SciLAN, the primary Local Area Network (LAN) for research computer modelling. Data center systems and services are Essential Infrastructure Operations Services.

NETL manages approximately 300 network devices. NETL's network and cyber infrastructure includes but is not limited to internet protocol coordination, domain name services (DNS), network time service, dynamic host configuration protocol (DHCP), switches, routers, firewalls, network access control, wireless network access, intrusion detection and prevention systems, content filtering/monitoring systems, file integrity monitoring, centralized log stores, and network monitoring tools. NETL's network and cyber infrastructure is an Essential Infrastructure Operations Service.

NETL manages approximately 3,000 telephone stations, and approximately 1,650 voice mail accounts. NETL's telecommunications services include but are not limited to telephone (a mix of analog, digital, and Voice Over Internet Protocol devices) and voice mail services. NETL's telecommunications services (excluding voice mail) is an Essential IOS.

NETL manages approximately 1,650 Administrative PCs, 250 Research PCs, 300 Network Printers, and 250 wireless devices (Blackberries and iPhones).

NETL manages a Citrix Remote Desktop platform designed to support 360 concurrent remote users. The Citrix environment includes 12 servers across Pittsburgh, Morgantown, and Albany. NETL's Citrix Remote Desktop platform is an Essential Infrastructure Operations Service.

NETL's geographically dispersed organization depends heavily on its 48 meeting rooms, distributed as 7 in Albany, 21 in Morgantown, and 20 in Pittsburgh. Of these 48 meeting rooms, NETL has 20 video teleconferencing systems (4 in Albany, 7 in Morgantown, and 9 in Pittsburgh), as well as 5 VIP conference rooms (1 in Albany, 2 in Morgantown, and 2 in Pittsburgh). NETL's audio/visual services include but are not limited to video conferencing, web

conferencing, and television (cable, satellite, fiber, etc.) and the associated computer systems in designated offices, conference rooms, and conference facilities.

IOS is built and managed upon a framework that includes lifecycle planning, designing, obtaining, documenting, installing, securing, operating, maintaining, improving, changing, controlling, and decommissioning of IT assets. The requirements are organized into seven support areas: service strategy, service design, service purchasing, service desk, service transition, service operations, and continuous process improvement. It is expected that the Contractor shall use industry standard best practices such as Information Technology Infrastructure Library (ITIL) and Capability Maturity Model Integration (CMMI) for IOS as a core foundation of the design, implementation, and support efforts.

### **Service Strategy Support**

*The Contractor shall provide Service Strategy Support.* The objective is to provide infrastructure planning support in such a manner as to improve and develop the NETL IT environment over the long term. This planning support includes but is not limited to scheduling of preventative maintenance, hardware/software refreshes/upgrades, software maintenance renewals, network contingency and evaluation, and disaster recovery. Inherent in this support is the periodic evaluation and testing of these plans for validity and appropriateness. Specific required plans and reports have been listed in the Deliverables section.

### **Service Design Support**

*The Contractor shall provide Service Design Support.* The objective is to provide design support in such a manner as to maintain a modern NETL IT environment through appropriate design choices, proper upgrades, and timely refreshes. Specific requirements include but are not limited to

- The Contractor shall provide research IT device design services to the in-house research community. These design services are focused on understanding the requirements of the research customer and helping them find an IT device (computer, printer, etc.) that fulfills their requirement. Primarily focused on the physical research project community, these design services do not include the NETL Supercomputer and only rarely may involve a device on the SciLAN.
- The Contractor shall provide engineering and technical expertise to aid the development of technical requirements packages to support authorized IT-related purchases (e.g., equipment, software, maintenance agreements, licenses, etc.).
- The Contractor shall develop and maintain secure, reliable, networked client systems at NETL for a variety of computing systems (workstations, laptops, data acquisition platforms, control platforms, and mobile computers) and peripherals (printers, scanners, external storage devices, audio/video devices, data acquisition platforms, control platforms, and other accessories) through the integration of computing hardware, client operating systems, network operating systems, and application software in compliance with relevant mandated policy regulations. Additional specific requirements include
  - The Contractor shall create NETL baseline images for each hardware platform implemented, coordinate image security scanning and functionality testing, record and store copies of all created NETL images, and update stored copies of all NETL images with approved application software, application patches, and registry changes.
  - The Contractor shall be responsible for the activities associated with the investigation of new operating systems, installation techniques and options, the maintenance and update options for new and existing operating systems, and the configuration of the many different components of the client system's operating system to provide for reliable and stable integration of such in the NETL IT environment.

- The Contractor shall develop, implement and maintain a viable client system protection scheme that protects the client system and network against malicious code (viruses, trojans, spyware, malware, etc.), as well as unauthorized access to the system or its components (implementation of client system security policies).
- The Contractor shall design, develop, and maintain standardized client images for deployment purposes. This includes but is not limited to activities associated with the creation and maintenance of preconfigured workstation “images” to facilitate the rapid deployment of new equipment and the rapid restoration of existing equipment.
- The Contractor shall design, develop, and maintain installations for a variety of application software. This includes both Customized Off-the-Shelf (COTS) applications and internally developed applications.
- The Contractor shall design, develop, and maintain host and client systems for remote access/mobile computing activities.
- The Contractor shall provide engineering and technical support in the design, development, implementation, and maintenance of NETL’s Data Center systems and services. The Contractor shall provide consultation for unique requirements for systems in response to request from NETL customers.
- The Contractor shall ensure the NETL data centers and IT equipment are energy efficient and follows all federal mandates and directives including but not limited to Federal Risk and Authorization Management Program (FedRamp), Federal Cloud Computing Strategy (Cloud First) and Data Center Optimization Initiative (DCOI). The contractor shall ensure current and future IT equipment purchased or used will meet these standards. The contractor will be responsible for providing input into the infrastructure.
- The Contractor shall create NETL server baseline images for each hardware platform implemented, coordinate image security scanning and functionality testing, record and store copies of all created NETL images, and update stored copies of all NETL images with approved, operating system and application patches.

### **Service Purchasing Support**

*The Contractor shall provide Service Purchasing Support.* The objective is to provide purchasing and billing support in such a manner as to maintain a secure and modern NETL IT environment through proper upgrades, refreshes, and renewals. NETL Infrastructure Operations Services typically are involved in approximately 125-150 purchasing actions annually. Specific requirements include but are not limited to

- The Contractor shall perform IT market surveys and prepare input for purchase requests per DOE federal acquisition regulations, shall obtain cost estimates, and shall track the purchase(s) through to completion, including receipt and inventory management.
- The Contractor shall provide support for the review of invoices to verify that services and products are received and provide recommendations to resolve billing disputes.
- The Contractor shall review usage invoices for wireless services and verify charges, shall coordinate the funding coverage of base and overrun costs by the using organizations, and shall provide recommendations on how to maximize funds.
- The Contractor shall manage NETL accounts for video bridge, web conferencing, audio conferencing, and television (cable, satellite, fiber, etc.) services.
- The Contractor shall coordinate the initiation, renewal, modification, and/or termination of wireless services when authorized by NETL.
- The Contractor shall coordinate the renewal of existing and the purchase of new approved telecommunications services through DOE headquarters (DOE HQ), Government agencies (e.g. General Services Administration) and commercial vendors.

- The Contractor shall track account status for DOE HQ telecommunications services, including reviewing invoices for reasonableness, maintaining call detail and invoice records per National Archive and Records Administration (NARA) requirements, and providing notification when charges exceed established criteria.

### **Service Desk Support**

The Contractor shall provide Service Desk Support. The objective is to provide technically knowledgeable, courteous, and responsive first contact support to supply rapid resolutions to user incidents (which include events that cause or may cause an interruption or reduction of service), requests for information (including how-to instructions), and requests for NETL IT services. Specific requirements include but are not limited to

- The Contractor shall be available to support employees through walk-in, a single phone number, email, or chat, during Infrastructure Operations Service Hours as applicable.
- The Contractor shall record, assign, and track all support calls to the Service Desk per NETL policies for incident management using Government provided automated tools (currently HEAT classic), maintaining workflow status information for accuracy and currency to make the information—such as description of the fix action, estimated time of completion, and responsible point of contact—available to NETL customers.
- The Contractor shall regularly update user and trouble tickets with troubleshooting actions, diagnosis of problem, and resolution actions.
- The Contractor shall resolve and close trouble tickets within the appropriate amount of time as detailed by an NETL approved SLA.
- The Contractor shall establish and maintain a documented knowledge base of problem resolutions that are related to service requests and inquiries while striving to keep the knowledge base solutions up to date and applicable to all applications and facilities. It is expected that the Contractor shall utilize the knowledge base to guide users through resolution of the reported issues.
- The Contractor's first contact (Tier 1) support shall include resetting passwords, diagnosing issues for supported hardware, software, applications, and services, and providing basic hardware/software support while utilizing the knowledge base of documented fix actions, lessons learned, industry practices, and standards of troubleshooting. Issues that cannot be resolved by the Service Desk (either by phone or by remote desktop administration) shall be forwarded to the appropriate technical (Tier 2) support for action.
- The Contractor shall provide desk side support for all applicable building locations whenever necessary to resolve incidents or implement service requests.
- The Contractor shall perform trend analysis to identify reoccurring incidents (possibly caused through recent infrastructure changes) and problem management, customer training, and process improvement opportunities.
- The Contractor shall provide Tier 2 & 3 Service Desk support for enterprise applications maintained by the IT site support contractor and for third-party developer/vendor support as required.
- The Contractor shall provide Tier 2 support to answer end user questions on the operation of telecommunications and radio frequency services.

- The Contractor shall provide dedicated customer support services for NETL’s Energy Data eXchange (EDX), a research tool and system that is hosted on the worldwide web. The customer support services for EDX include communications between the EDX application developers and the NETL-provided IT infrastructure, customer support services for EDX shall also include account management, public data vetting, and helpdesk-type customer services.
  - The Contractor shall respond (either by phone call or email) to the customer within 1 business day of a customer’s request.
  - The Contractor shall resolve the request within 1-3 days (or longer with documentation and weekly customer updates).
- The Contractor shall provide dedicated customer support services for NETL’s in-house research community, specifically including all devices (computers, printers, and network devices) on the Research LAN and all network devices on the SciLAN. The customer support services for NETL’s in-house research community include communications between the SciLAN computer system administrators (whose work is not covered under this contract) and the NETL-provided IT infrastructure environment and requirements.
  - The Contractor shall respond (either by phone call or email) to the customer within 1 business day of a customer’s request.
  - The Contractor shall resolve the request within 1-3 days (or longer with documentation and weekly customer updates).
- The Contractor shall provide the management, logistics, and technical support for wireless services, including cell phones and Mobile Internet Devices (e.g., Blackberries, SmartPhones, etc.), also working with service providers to resolve installation, performance and service disconnect issues in a timely manner as needed.
- The Contractor shall maintain and operate a central repository for providing, maintaining, and managing a “loaner pool” of laptop computers and wireless devices to include cell phones, Blackberries, iPhones, etc.
- The Contractor shall maintain and operate a central repository for providing Government Emergency Telecommunications Services (GETS) Cards and Wireless Priority Services (WPS) Cards.
- The Contractor shall develop/maintain user help guides and develop/conduct user training of supported hardware (such as printers), software, applications and services as required. Additional specific requirements include
  - The Contractor shall develop and maintain instructions on the use of the video teleconference equipment and post those instructions in the meeting rooms.
- The Contractor shall provide timely notifications to users and appropriate Government points of contact of planned (with prior Government approval) and unplanned outages of systems, networks, and other major components using Government approved tools and communication methods.
- For NETL’s Senior Managers and Executives, the Contractor shall provide VIP Support for approximately 20 users which includes all the support covered by the Service Desk as well as priority for resolution and satisfaction follow-up. Additional specific requirements include
  - VIP Support is an Essential Infrastructure Operations Service. The Contractor shall provide VIP Support both during Infrastructure Operations Services Hours as well as 7x24x365 after-hours for no greater than 20 Government-identified VIP users, except on Federal Government Holidays.
  - The Contractor shall provide day-to-day support of all VIP hardware and connectivity.

- The Contractor shall support all video teleconferencing and meeting room support request for systems located within the VIP conference rooms. There are five VIP conference rooms: 1 in Albany, 2 in Morgantown, and 2 in Pittsburgh.
- The Contractor shall prioritize and escalate requests from VIP users. The Contractor shall be able to readily identify service requests from VIP users to provide an immediate response and resolution with full priority and interaction until the VIP's satisfaction is verified.
- The Contractor shall provide analytical, technical, administrative, engineering, and training support in the operation of the VIP user's desktop computers, mini-computers, workstations, PDAs, Ultra Books, handheld computers, and video teleconference systems, as well as connection of these devices onto the NETL local, metropolitan, and wide area network(s) within and outside of NETL.
- The Contractor shall provide necessary supervision and labor to support the design, deployment, configuration, integration, and maintenance of client and video teleconference systems and other resources for the NETL VIPs, including configuration and deployment of administrative computing software/applications to individual desktops and other devices.
- The Contractor shall develop requirements as well as functional specifications for systems used by VIPs. The Contractor shall proactively recommend changes and/or enhancements to IT systems used by VIPs to provide better efficiency, productivity, stability, and/or cost savings.

### **Service Transition Support**

*The Contractor shall provide Service Transition Support.* The objective is to continuously improve capabilities, performance, and reliability of the existing systems and services and to deploy changes—including preventive measures to ensure service availability—into the production environment successfully while minimizing the impact upon the quality and availability of NETL IT systems and services to customers. Service Transition Support is the means through which the integrity and traceability of the systems are recorded, communicated, and controlled, during development and maintenance. Specific requirements include but are not limited to

- The Contractor shall ensure knowledge management, including up-to-date documentation and drawings for NETL IT systems and infrastructure. Additional specific requirements include
  - The Contractor shall maintain up-to-date floor plans and rack elevations drawings of each data center.
  - The Contractor shall maintain accurate as-built documentation of all Data Center systems. Documentation shall include, but not limited to system name, property number, operating system version, Internet Protocol address, age of unit, and hosted applications.
  - The Contractor shall maintain accurate as-built drawings of NETL's networks, telecommunication services, and cable plants.
  - The Contractor shall maintain property records for all equipment and systems assigned for use in conference rooms (i.e., computers, SmartBoards, conference phones, projectors, video conferencing systems, and components, etc.).
- The Contractor shall ensure standardized methods and procedures are used for the handling of all changes (aka Change Management) within the systems and services of the IT environment, performing all changes and updates in accordance with the NETL IT Standard Operating Procedures (SOPs).
- The Contractor shall manage requests for infrastructure services, service changes, maintenance, and service terminations/disconnects within established NETL guidelines.



- The Contractor shall conduct “Return to Service” testing—regression testing of applications—for all environmental changes and application updates and shall identify solutions to ensure continued application function/operation.
- The Contractor shall be responsible for maintaining and adhering to Standard Operating Procedures as appropriate to ensure an optimal operating environment.
- The Contractor shall be responsible for asset and configuration management. Additional specific requirements include
  - The Contractor shall maintain application/system configurations including but not limited to scheduled batch jobs on the various computing tiers.
- The Contractor shall be responsible for the integration of all systems and components that become part of the NETL IT production environment, whether purchased/developed internally through the IT organization or purchased/developed by another group within NETL to ensure accessibility, availability and integrity. This integration may range from full installation and in-depth testing to simply providing the infrastructure environment and scanning for security vulnerabilities. Additional specific requirements include
  - For IT managed software/applications, the Contractor shall execute processes and procedures outlined in the Requirements Management Framework (ReqMF), Test Management Framework (TMF), and Release Management Framework (RelMF) to effectively provide application deployment services which includes but is not limited to acquiring all artifacts/documentation, source code and executables associated with a given release, promoting software into the NETL Test environment, promoting software into the NETL Production environment, and providing testing support related to integration issues throughout the promotion effort.
  - The Contractor shall terminate and test network station cabling (cable installed by others).
  - The Contractor shall manage the authorized installation, upgrade, maintenance, repair and removal of WAN circuits which may require coordination with service providers, DOE HQ, and other government agencies.
  - The Contractor shall provide support for the imaging, deployment, and maintenance of client systems (computers and laptops). The deployment includes delivering the client system to the customer’s work area, configuring and connecting the client system, and testing the client system for functional operation.
  - The Contractor shall manage and perform equipment relocation, installation, expansion, and connection/disconnection of computer systems hardware and peripheral devices including but not limited to surveying new installations and moving IT equipment as requested.
  - The Contractor shall install, configure, maintain, and troubleshoot print servers.
  - The Contractor shall provide integration and support for a variety of peripheral devices such as printers, scanners, external storage devices, audio/video devices, data acquisition platforms, control platforms, and other accessories.
  - The Contractor shall provide setup, maintenance, upgrades, operation, and teardown of mobile devices.
  - The Contractor shall provide research IT installation/setup services. The installation/setup services are meant to be a follow-up to the IT device design services to the in-house research community such that once the IT device has arrived at NETL, the Contractor helps the research customer make the device functional. Primarily focused on the physical research project community, these installation/setup services do not include the NETL Supercomputer. For devices

on the SciLAN, it is anticipated that this support will be limited to assisting in network connections.

- The Contractor shall be responsible for maintaining the safe installation of unique software on the NETL approved whitelist through approved processes.
- The Contractor shall provide technician support to assist with supporting major infrastructure improvement projects including but not limited to annual workstation lifecycle replacement and operating system migrations.
- The Contractor shall assist with annual network printer lifecycle replacement, printer upgrades, and minor repairs.
- The Contractor shall coordinate the installation, move, and removal of network printers and associated supplies, including delivery and installation of all consumables (excluding paper) from the NETL warehouse.
- The Contractor shall perform all preventive maintenance activities within the IT environment without negatively impacting the NETL user community in accordance with the Annual Preventative Maintenance Plan and the Quarterly Maintenance and Operations Plan. This preventative maintenance includes but is not limited to patching, updates, and version control on NETL systems and servers, network devices, and audio/visual services and equipment. Additional specific requirements include
  - The Contractor shall apply software, security/vulnerability patching to maintain supported versions and to meet security requirements across all application tiers. It is expected that patching is promoted from Development, to Test, to Production when capability exists to test in multiple environments.
  - The Contractor shall apply all application and operating system patches within two weeks of the patch release date that can be safely applied. The Contractor shall document the risk if it is found that the patches are not applicable or would cause harm to the functionality of the server/system.
  - Once the annual preventive maintenance plan and schedule have been approved, the Contractor shall provide a list of planned activities no less than 3 days prior to the preventive maintenance date.
- The Contractor shall insure software compliance and license management as well as warranty tracking such that all production hardware and software is always within the original manufacturer's equipment warranty or under vendor support maintenance agreement. Additional specific requirements include
  - The Contractor shall process all software renewals and maintenance agreements on time, with no lapses or inadvertent expirations.
  - The Contractor shall ensure that all software authorization codes are maintained and that software media is controlled per federal property management regulations.
  - The Contractor shall ensure that active software licenses are readily available for review to respond to internal and external licensing audits and data calls, and shall be knowledgeable of licensing initiatives to advise NETL IT when specific licensing is required.
- The Contractor shall provide operations support for the completion of active Service Transition projects. Specific project requirements include
  - Deployment of Cisco Identity Services Engine network access control (NAC) at the Pittsburgh, PA, and Albany, OR sites in accordance with the already-deployed NAC at the Morgantown, WV site.
  - Deployment of Cisco Voice Over Internet Protocol (VOIP) and a Unified Communications (UC) infrastructure to replace current telephone services at the four NETL sites, including Cisco NAC (Identity Service Engine (ISE))

configuration changes, voice virtual local area network (VLAN) assignments, DHCP assignments, Quality of Service (QOS) changes, wide area network (WAN) routing changes, Session Initiation Protocol (SIP) trunking acquisition and deployment, and DOEnet upgrades.

- Deployment of the NETL Private Cloud at Pittsburgh, PA, Albany, OR, and Morgantown, WV, in accordance with the system design documentation.
- The Contractor shall ensure end-of-life systems, applications and/or components are properly decommissioned—including removal of any data on equipment—and updating all associated configuration items (CIs). Additional specific requirements include
  - The Contractor shall deliver unserviceable or excess IT equipment to staging area for disposal.
  - The Contractor shall prepare hard drives for disposal in accordance with policies and procedures.
  - The Contractor shall complete and provide documentation to adjust inventory for any relocation or disposal of IT equipment.

### **Service Operation Support**

*The Contractor shall provide Service Operation Support.* The objective is to keep the NETL IT systems and components fully functional and optimized to deliver quality IT services to customers. Service Operation Support manages the applications, technology, and infrastructure that support the delivery of the NETL's IT services to the users. Inherent in this support is the timely restoration of services to the customer. Specific requirements include but are not limited to

- The Contractor shall support and manage all NETL computing systems and services including but not limited to the NETL private cloud environment and future computing systems and cloud environments. Additional specific requirements include
  - The Contractor shall ensure that data center systems and services are functional, secure, accessible and usable 24 hours a day, 7 days a week, 365 days a year, except for planned, pre-approved outages for preventative maintenance, scheduled outages, or other related activities.
  - The Contractor shall monitor Data Center systems and services to ensure maximum availability of the IT services they provide. Upon detection of problems or failures, perform immediate remedial actions to stabilize or restore the associated IT services and notify Federal designee of the problems or failures providing detailed explanation of the issue and path of resolution to be taken.
  - The Contractor shall provide network license management for applications with limited concurrent usage.
  - The Contractor shall monitor, configure and operate both inbound and outbound e-mail, calendar and integrated document management services for all NETL workstations connecting to the NETL network and remote e-mail services.
- The Contractor shall perform server backups to provide for system restoration, file and database recovery, and disaster recovery. The Contractor shall operate and maintain the backup and restore processes without negatively impacting the NETL user community. Additional specific requirements include
  - The Contractor shall be able to restore data for no less than the previous 30 days, fulfilling user restore requests within 3 days.
  - The Contractor must facilitate tape storage to support the disaster recovery plan.
- The Contractor shall support interdepartmental efforts resulting from NETL departmental agreements with the support ranging from operating system patching to the Contractor being the “hands on the keyboard” for the third-party Contractor.

- The Contractor shall provide database administration capabilities for online transaction processing (OLTP), Data Warehouse, and Disaster Recovery databases for NETL development teams and vendors working with NETL as directed.
- The Contractor shall monitor, configure and operate the mobile device management (MDM) solution deployed at NETL. The Contractor shall support NETL mobile device customers, responding to new service requests, mobile device issues, tracking service requests and terminations, and MDM service issues.
- The Contractor shall support and manage telecommunications throughout NETL. Additional specific requirements include
  - The Contractor shall coordinate authorized telecommunications service changes (installation, upgrade or disconnect) and repairs.
  - The Contractor shall coordinate moves, adds, and changes of telephone and voicemail services at all NETL sites.
  - The Contractor shall manage and maintain NETL's voice messaging systems at Albany, Morgantown, and Pittsburgh, including but not limited to system configuration, mailbox configuration, add/delete/change voice mailbox configurations, maintain documentation of system/mailbox configurations, and an annual audit of voice mail accounts to ensure voice mail assignments are current, accurate and comply with federal regulations.
- The Contractor shall coordinate NETL's radio frequency program. NETL's radio frequency program is an Essential Infrastructure Operations Service. Additional specific requirements include
  - The Contractor shall ensure radio frequency authorizations are current (not expired), accurate, and address NETL's radio frequency communication requirements, including reviewing requests for new radio frequency assignments, evaluating radio frequency usage, and providing recommendations to add, delete and modify radio frequency authorizations.
  - The Contractor shall provide management and problem resolution for NETL's radio frequency communication systems to include problem identification, system troubleshooting and repair, maintaining spare parts, coordinating service calls, escorting service providers, and coordinating equipment repairs.
- The Contractor shall provide support for NETL's executive meeting rooms, conference rooms, video conferencing rooms, conference centers, the Morgantown Innovation Center, and the systems and services required to effectively utilize these venues. This support is customer-oriented and requires the set-up of user conferences and meetings. Additional specific requirements include
  - The Contractor shall use developed processes to schedule rooms, determine meeting requirements, coordinate and arrange conference rooms per end user requirements, manage conference room calendars, provide assistance to users, and document user requirements and provision services.
  - The Contractor shall coordinate with local scheduling staff (i.e., receptionist), requestor, and/or requestor's support staff to resolve scheduling conflicts and equipment needs, as well as determine room configurations and users' technology requirements.
  - The Contractor shall schedule video teleconference room sessions and ensure video teleconference rooms and equipment meet requirements of session participants.
- The Contractor shall address service outages within established NETL guidelines and shall provide problem resolution, including but not limited to identifying problems, troubleshooting and repairing, coordinating and escorting external service providers, coordinating the shipment of equipment for repair, and tracking returned equipment.

- The Contractor shall provide troubleshooting and hardware repair support. Additional specific requirements include
  - The Contractor shall provide on-site repairs for desktop computers, printers, monitors, Data Center systems, and other peripherals, consisting primarily of component replacement.
  - The Contractor shall provide technical support for network printers including but is not limited to clearing paper jams, installing maintenance kits, and installing fusers.
  - The Contractor shall handle warranty support, determining if failed systems or components are under warranty, contacting the appropriate manufacturer, obtaining the replacement part(s), and returning the defective system or component to manufacturer in accordance with manufacturer's disposition instructions.
- The Contractor shall manage spare-parts inventories (as required to minimize equipment repair time) including but not limited to Data Center systems, spare hard drives for servers, telecommunications equipment and peripheral components and computers, computer components, and peripheral components for on-site replacement. Parts, supplies, and equipment required for on-site repairs will be purchased by the Government.
- The Contractor shall provide access management both to the physical components and to the digital environment to prevent unauthorized access, managing all within the IT infrastructure environment in accordance with approved NETL processes and procedures. Additional specific requirements include
  - The Contractor shall be responsible for controlling access to the data centers and all equipment therein, thus being responsible for tracking who has access to or enters the data centers, and for implementing a monitoring, tracking, and approval process for incoming and outgoing equipment/servers from the data centers.
  - The Contractor shall be responsible for account management, authentication, multi-factor authentication and ensuring no unauthorized access to the data center services and systems.
  - The Contractor shall ensure that all domain administrative accounts and all evaluated privileged accounts have federal approval prior to creation and shall ensure that user accounts and permissions are granted and created using the NETL user account procedures.
  - The Contractor shall maintain user groups, roles and specific user accounts for applications maintained by the Contractor.
  - The Contractor shall operate and maintain the NETL directory services environment in accordance with NETL approved security hardening procedures.
- The Contractor shall be responsible for the implementation and verification of all federal and NETL security controls and requirements within the entire IT infrastructure environment.
- The Contractor shall scan the NETL IT environment for vulnerabilities to verify security posture and shall address security vulnerabilities immediately. These vulnerabilities can include outdated/unpatched software and hardware.
- The Contractor shall provide continuous monitoring of key performance indicators including but not limited to system thresholds and logs for alerting and corrective action associated with degraded performance.
- The Contractor shall collect information for IT systems and services not covered by this contract and act as an intermediary between the NETL customer and the service provider.

**Continual Service Improvement**

*The Contractor shall provide Continual Service Improvement Support.* The objective is to create and maintain value for customers through better design, transition, and operation of services. Applicable to the other six areas within Infrastructure Operations Services, Continual Service Improvement Support combines the principles, practices and methods from quality management, change management, and capability improvement to improve service quality, operational efficiency, and business continuity. Specific requirements include but are not limited to

- The Contractor shall proactively recommend changes and/or enhancements to IT infrastructure systems to provide better efficiency, productivity, stability, and/or cost savings within the larger scope of each project’s scientific and engineering design requirements.
- The Contractor shall provide continuous assessment and optimization to deliver operational recommendations to NETL for the improvement of services for hardware and managed printers.
- The Contractor shall evaluate metrics and print usage and provide NETL with data on potential areas that could be improved, as well as ideas of how those improvements could be implemented.
- The Contractor shall provide resource utilization and capacity planning support and shall be responsible for providing recommendations for equipment and service replacement, upgrade, or enhancement to prevent the delivery of services from falling below acceptable levels as identified through utilization trends. Additional specific requirements include
  - For the data center services, the resource utilization and capacity planning support that the Contractor shall provide must include but not be limited to base-lining utilization of server resources, monitoring of the server resources to identify utilization/consumption trends, and projecting when resource utilization/consumption will be such that delivery of services by the servers falls below acceptable performance levels.
  - The Contractor shall provide recommendations for server and server component (hardware and software) replacement, upgrade, and enhancement to prevent server services from falling below acceptable levels.

**5.2.5 Performance Expectations/Inspection and Acceptance**

The performance expectations for the Infrastructure Operations Services activity are summarized into performance objectives listed below followed by the performance expectation and the surveillance method. The performance expectation is the standard for which services will be accepted.

<b>Performance Objective</b>	<b>Performance Expectation</b>	<b>Surveillance Method</b>
<i>Service Strategy</i>		
The Contractor shall ensure on-time and appropriate Service Strategy support.	Planning occurs in advance of need rather than reactive >95% of the time.	NETL shall assess the degree to which Service Strategy support is on-time and appropriate through submission and review of the required reports.

<b><i>Service Design</i></b>		
The Contractor shall ensure appropriate Service Design support.	Designs for all systems meet the required mission needs while maintaining (and not compromising) the IT infrastructure environment with less than 5% having a negative impact.	NETL shall assess the degree to which Service Design support is appropriate through review of the monthly activity reports and periodic audits.
The Contractor shall facilitate the deployment of new equipment and the rapid restoration of existing equipment.	The Contractor shall troubleshoot and resolve “desktop system” errors without causing additional outages or downtime for users.  System patches and updates should not negatively impact more than 5% of Admin workstations.	NETL shall assess through periodic reviews of audits of Monthly Support Activity Reports and routing monitoring verified customer complaints.
<b><i>Service Purchasing</i></b>		
The Contractor shall ensure on-time and appropriate Service Purchasing support.	100% of software maintenance renewals are entered into the purchasing system on-time.  99% of the purchase requests are entered into the purchasing system within 2 weeks of submission.  Marketing surveys are appropriate for the technical requirements and conducted within 1 month of request.  Input for invoice/bill review is correct 99% of the time.	NETL shall assess the degree to which Service Purchasing support is on-time and appropriate through review of the monthly activity reports.
<b><i>Service Desk</i></b>		
The Contractor shall ensure efficient, effective, prompt, courteous, and timely Service Desk support.	>=90% of customers report a positive experience when dealing with Service Desk support services.  >=40% of all service incidents are resolved during the first call.  >=90% of all service incidents are resolved and closed within the appropriate amount of time as detailed by the SLA.	NETL shall assess the degree to which Service Desk support is efficient, effective, prompt and courteous through customer surveys and validated customer complaints.  NETL shall assess the degree to which the Service Desk support is timely through periodic audits of Monthly Reports and periodic audits of the incident tracking system.

<i>Service Transition</i>		
<p>The Contractor shall ensure on-time and appropriate Service Transition support.</p>	<p>Data center systems and services are scanned, patched and updated within the two weeks, without negatively impacting the NETL user community. 99% compliance.</p> <p>Communications (networks, telecommunications, and audio/visual) patches are applied per the agreed upon schedule 99% of the time.</p> <p>All changes to the infrastructure environment—patches, upgrades, etc.—will have a negative impact less than 2% of the time.</p>	<p>NETL shall assess the degree to which Service Transition support is on-time and appropriate through review of the monthly activity reports and SIRs.</p>
<p>The Contractor shall ensure integrity of the Application Environment.</p>	<p>Maintain Standard Operating Procedures and AS-BUILT Artifacts: Updates to AS-BUILT documentation will be made available no later than 5 days following a release to production.</p>	<p>NETL shall assess the degree to which the application environment has integrity through review of the Quarterly Operations and Maintenance plan in conjunction with conducting inspections, through review of SOPs and AS-BUILT documentation with changed annotated by individual modifying and the date of change, and through the Quarterly Operations and Maintenance plan in conjunction with the Software Application Inventory to proactively identify and address risk associated with support expiration.</p>



<i>Service Operation</i>		
<p>The Contractor shall ensure the data center services are secure, functional, accessible, and usable 24 hours a day, 7 days a week, 365 days a year; adhering to all applicable government IT mandates.</p>	<p>Access to the entire data center environment is monitored and controlled. No unauthorized data center access is permitted. 100% compliance.</p> <p>Only authorized users can access NETL Data Center services. 100% compliance.</p> <p>Any unauthorized access to NETL data is eliminated as soon as possible after identification.</p> <p>Adhere to all federal mandates and NETL security control policies. 100% compliance.</p> <p>All Data Center production hardware and software is always within the original manufacturer's equipment warranty or under vendor support maintenance agreement. 100% compliance.</p> <p>Customers have access to their applications and files. Data center services are functioning at a level that meets customers' expectations. 99% compliance.</p> <p>Data center services are maintained to deliver effective and usable services to the customers.</p>	<p>NETL shall assess the degree to which the data center services and system environment is secure through automatic monitoring.</p> <p>NETL shall assess the degree to which the data center services environment is reliable through service interruption reports, patching reports and customer complaints.</p> <p>NETL shall assess the degree to which the data center services are accessible and usable by service interruption reports and customer complaints.</p>
<p>The Contractor shall ensure secure, robust, and reliable data recovery services.</p>	<p>NETL data backup jobs will be organized, managed and monitored. 100% compliance.</p> <p>Monthly data services backups will be stored at another location for disaster recovery purposes. 99% compliance.</p> <p>Data center backup systems are maintained at current version levels and patched, and are under vendor maintenance. No customer complaints are registered about the responsiveness to request for files restores. 98% Compliance.</p>	<p>NETL shall assess the degree to which the data services backups are secure through random audits.</p> <p>NETL shall assess the degree to which restore requests are robust and reliable through random audits and customer complaints.</p>

<p>The Contractor shall provide network services to ensure services are highly available and accessible only to authorized users.</p>	<p>Network devices are running supported operating systems with appropriate patching to mitigate known vulnerabilities.</p> <p>Network infrastructure has the appropriate manufacturer maintenance coverage. 100% compliance.</p> <p>All NETL LAN services at each site are available with 99.99 % with each building having availability greater than 99.9%.</p> <p>Only authorized devices are allowed access to NETL networks. 100% compliance.</p> <p>Network logs (switch, router, firewall, ISE, DNS, DHCP) are available on a continuous basis. 100% compliance.</p>	<p>NETL shall assess the degree to which the network support services are highly available through COR observations, review of Contractor Monthly and Quarterly reports, and review of procurement actions.</p> <p>NETL shall assess the degree to which the network support services are accessible only to authorized users through COR observations, customer reports, and service tickets.</p>
<p>The Contractor shall provide management and technical support for NETL’s telecommunications services to ensure the security and high availability of telecommunications, voice, voice mail, and radio frequency services.</p>	<p>Telecommunications devices are running manufacturer supported operating systems and with appropriate patching to mitigate known vulnerabilities.</p> <p>Only authorized staff are allowed access to the NETL network. 100% compliance.</p> <p>Telecommunications Systems have the appropriate maintenance coverage. 100% compliance.</p> <p>Availability of each telecommunication service meets or exceeds 99.93%.</p>	<p>NETL shall assess the degree to which the telecommunication support services are secure through COR observations, review of Contractor Quarterly reports, customer reports, service tickets.</p> <p>NETL shall assess the degree to which the telecommunication support services are highly available through COR observations and review of Contractor Monthly reports.</p>
<p>The Contractor shall provide audio/video support services to ensure services are highly available to support NETL’s mission.</p>	<p>Audio/visual systems are running manufacturer supported operating systems and with appropriate patching to mitigate known vulnerabilities.</p> <p>Audio video systems have the appropriate maintenance coverage. 100% compliance.</p> <p>Audio video systems in Conference facilities meet end user requirements. 100% compliance.</p>	<p>NETL shall assess the degree to which the audio/visual support services are highly available through COR observations and review of Contractor Quarterly reports.</p>

<p>The Contractor shall deliver Enterprise application &amp; data services to ensure accessibility and availability of the Application Environment.</p>	<p>Ensure the quarterly average availability for each application is at least 99.5% AND No application falls below 95% availability for any week within the quarter.</p> <p>Ensure current data is backed up and available for restore when required.</p> <p>Maintain Supported versions of software applications: No software application support expires without approval by IT 6 months prior to the expiration.</p>	<p>NETL shall assess the degree to which the application environment is accessible and available through review of the application uptime report (provided no later than the 10<sup>th</sup> of the month for the month prior).</p>
<p>The Contractor shall plan and execute application integration services to ensure accessibility, availability and integrity of the Application Environment.</p>	<p>Conduct Integration testing, following the TMF, on the NETL formal Test environment prior to deployment to production.</p> <p>Deploy solutions to production, following the RelMF, maintaining an average “time to deploy” not greater than 7 business days from receipt of initial deployment request.</p>	<p>NETL shall assess the degrees to with the application integration services have accessibility, availability, and integrity through review of the Test and Release Management Plans and change request and deployment logs.</p>
<p>The Contractor shall ensure prompt and continual communications between the IT infrastructure environment and the SciLAN/NETL Supercomputer and EDX communities.</p>	<p>IT initiatives and other issues that can impact are communicated as soon as possible after identification.</p> <p>Communication is not limited to a single exchange but rather affected entities are updated on a regular basis with information and status.</p>	<p>NETL shall assess the degree to which the communications are prompt and continual through customer surveys and customer complaints.</p>
<b><i>Continual Service Improvement</i></b>		
<p>The Contractor shall ensure appropriate Continual Service Improvement support.</p>	<p>Infrastructure services and systems do not fall below acceptable levels of capacity and functionality more than 1% of the time.</p>	<p>NETL shall assess the degree to which the Continual Service Improvement support is appropriate through review of monthly activity reports and periodic audits.</p>

### 5.2.6 Deliverables/Schedule

- **Annual Disaster Recovery Plan (DRP)** – The Contractor shall develop, maintain, and test each calendar year a DRP for the NETL infrastructure systems and services, including the computer facilities and systems and the communications systems with documented federal approval.
- **Annual Preventative Maintenance Plan and Schedule** – The Contractor shall provide a recommended annual preventative maintenance plan and schedule at the start of each new contract year, developed and implemented in a manner consistent with industry standards and guidelines and manufacturer-recommended maintenance schedules.

- **As-Built Documentation** – The Contractor shall provide documentation for applications within five days of the application being released into the IT production environment.
- **Monthly Activity Report** – The Contractor shall provide a monthly report of the infrastructure activities including but not limited to
  - Initiatives Summary – current infrastructure initiatives, status, etc.
  - Applications and Services Status Monitoring Summary – uptime, outages, service interruption reports, problems, corrective actions, etc., for all infrastructure services.
  - Service Desk Summary – highlights of monthly activities.
  - First Call resolution statistics.
  - Application and Software Version Inventory.
  - Telecommunication Service costs.
  - Wireless Service usage and costs.
  - Purchasing Support Summary – purchase requests submitted and purchases received.
- **Quarterly Operations and Maintenance Plan** – The Contractor shall provide a quarterly plan of all reoccurring and non-reoccurring operations and maintenance activities for the quarter. The quarterly plan shall be developed and delivered 30 calendar days prior to the start of the quarter. The Quarterly Operations and Maintenance plan is a configuration item (CI) to be managed under change control. Modifications to the plan shall be approved through a formal change control process. The plan activities shall include but are not limited to
  - Storage and retrieval of data with disaster recovery capability.
  - Performance tuning.
  - Backup and restore.
  - Import and export of data with internal and external sources/destinations
  - Data refresh.
  - Database upgrades.
  - Scheduled job maintenance
  - Patching and security administration for Development, Test and Production environments.
- **Quarterly Print Management Report** – The Contractor shall provide a quarterly sortable and filterable list of imaging devices that includes device name, device location information, device model, device type, device functions, duty cycle, device status information (New, Legacy, Excessed), and property tag number.
- **Quarterly Status Report** – The Contractor shall provide a quarterly report of the status of all infrastructure systems, including but not limited to
  - Hardware lifecycle status.
  - IOS support status (where applicable).
  - Patch status.
- **Service Desk Surveys** – The Contractor shall maintain an automatically-sent email survey to customers at agreed upon intervals, configuring the survey to be returned to the federal activity monitor. The Service Desk Survey contains five to ten questions asking the customer to rate the support, response, resolution, etc.

- **Service Interruption Report (SIR)** – The Contractor shall submit a SIR for every data center service outage or significant degradation within five days of the event. The SIR shall include detailed event information, findings, remediation activities, and lessons learned. (Typically, there are less than 10 of these a year.)

### 5.2.7 Resource Load Information

The following table contains the labor loading for the current performance-based contract supporting NETL IT infrastructure services and systems. These are the job titles for the approximately 65 FTEs that have historically been used.

Site	Incumbent Position Title	FTEs
Albany, OR	Desktop Technician Int I	2
Albany, OR	Network Administrator Int I	1
Albany, OR	Video Telecom Technician	1
Morgantown, WV	Applications Developer Int I	1.05
Morgantown, WV	Applications Developer Int II	1
Morgantown, WV	Applications Developer-Int I	0.55
Morgantown, WV	Client Systems Engineer Int II	1
Morgantown, WV	Computer Systems Analyst II	1
Morgantown, WV	DBA Int I	0.65
Morgantown, WV	DBA Int II	0.42
Morgantown, WV	DBA Sr	0.5
Morgantown, WV	Desktop Technician Int I	2
Morgantown, WV	Email/System Administrator Int I	1
Morgantown, WV	Integration Project Manager	0.5
Morgantown, WV	Junior QA/BA Analyst	0.5
Morgantown, WV	Network Administrator Int II	1
Morgantown, WV	Network Administrator Sr	1
Morgantown, WV	Network Engineer Sr	1
Morgantown, WV	Performance Analyst Int I	0.5
Morgantown, WV	Program Services Coordinator	1
Morgantown, WV	Project Manager -Sr	1.5
Morgantown, WV	Project Scheduler/Technical Writer Int I	1
Morgantown, WV	Purchasing Specialist Int II	1
Morgantown, WV	Quality Manager	0.25
Morgantown, WV	Release Config Analyst Int I	0.5
Morgantown, WV	Sharepoint Administrator Sr	0.5
Morgantown, WV	System Administrator Int II	1
Morgantown, WV	System Administrator Sr	1
Morgantown, WV	Systems Administrator Int I	1
Morgantown, WV	Systems Administrator Sr	1
Morgantown, WV	Technical Writer Int I	2
Morgantown, WV	Video Telecom Technician	3
Morgantown, WV	Wireless Technician Int II	1
Pittsburgh, PA	Application Developer Int I (Sharepoint)	0.5

Pittsburgh, PA	Application Developer Sr	0.5
Pittsburgh, PA	Applications Administrator Int II	0.5
Pittsburgh, PA	Applications Developer Int I-Cognos	0.5
Pittsburgh, PA	Applications Developer/DBA Int I	0.5
Pittsburgh, PA	Business Analyst Int I	2.05
Pittsburgh, PA	Client Systems Engineer Int II	1
Pittsburgh, PA	Client Systems Engineer Sr	1
Pittsburgh, PA	Computer Programmer III	1
Pittsburgh, PA	Computer Systems Analyst I	1
Pittsburgh, PA	CSE Manager	1
Pittsburgh, PA	Customer Service Manager	1
Pittsburgh, PA	Desktop Technician Int I	2
Pittsburgh, PA	Executive Support Analyst-Sr	1
Pittsburgh, PA	Helpdesk Specialist Int I	1
Pittsburgh, PA	Helpdesk Specialist Int II	3
Pittsburgh, PA	ITHH lead Engineer	1
Pittsburgh, PA	MS. Senior Engineer	1
Pittsburgh, PA	Network Administrator Int I	1
Pittsburgh, PA	Network Administrator Int II	1
Pittsburgh, PA	Sharepoint Administrator Int I	0.5
Pittsburgh, PA	System Administrator Sr	2
Pittsburgh, PA	Systems Administrator Int I	1
Pittsburgh, PA	Telecom Technician Int I	1
Pittsburgh, PA	Video Telecom Technician	4
Pittsburgh, PA	Wireless Technician Int II	1

Terminate and testing of network station cabling (cable installed by others) as described in section 5.2.4 above includes new construction, renovations to buildings, and new data lines installed throughout the various sites. NETL expends approximately \$8 million dollars per year in renovation efforts. This includes approximately 20 work orders related to cable terminations and testing per year.

### 5.3 Activity 3 – Cyber Security

#### 5.3.1 Activity Type

This activity is planned to be a firm-fixed price activity.

#### 5.3.2 Place of Performance

The places of performance for this activity is in Morgantown, WV, Pittsburgh, PA, Albany, OR, and Anchorage, AK.

#### 5.3.3 Objectives

The objective of the Cyber Security activity is to secure the NETL IT environment from internal and external cyber threats.

#### 5.3.4 Scope/Requirements

The NETL IT environment includes all the systems under the Infrastructure Operations Services activity (5.2) and the products of the Enterprise Application Engineering activity (5.4) activity, as

well as systems and applications that reside on the NETL IT infrastructure and are supported by other site support contractors (6.0).

Cyber Security encompasses all the functions and services that are needed to ensure NETL IT solutions are secure and available to support business operations in compliance with Federal, Departmental, and NETL policies and procedures through the development and maintenance of cyber security program documentation and policies; the design of secure IT solutions based on those policies; and the protection of the IT environment from cyber threats, compromises, weaknesses and incidents.

### **Cyber Security Program Support Services**

*The Contractor shall provide cyber security program support services.* The objective is to provide cyber security planning, reporting and implementation to ensure the adherence to Federal and Departmental cyber security requirements. Specific requirements include but are not limited to

- The following mandates, guidelines and best practices are noted for reference:
  1. Office of Management and Budget (OMB) Circular A-123
  2. Federal Information Security Management Act (FISMA)
  3. National Institute of Standards and Technology (NIST) Special Publications
  4. DOE Order 205.1B
  5. Undersecretary of Science and Energy Program Cyber Security Plan (PCSP)
  6. NETL PCSP
- The Contractor shall provide support related to establishing and/or maintaining the Certification and Accreditation (C&A) of IT systems and applications within the appropriate NETL boundaries or enclaves using the risk management framework outlined in NIST standards, DOE Order 205.1B and the Undersecretary of Science and Energy PCSP. This support includes the full range of C&A activities, including, but not limited to the development and maintenance of risk assessments, system security plans, disaster recovery plans, plans of actions and milestones, and system authorization documentation.
- The Contractor shall ensure compliance with the PCSP requirements and documentation including but not limited to network connections, security impact analyses, change control, and Plan of Action and Milestones (POA&M).
- The Contractor shall ensure configuration and architecture changes related to cyber security systems and cyber security tools are controlled using a mature change control process.
- The Contractor shall provide a plan for assessing the performance maturity of the NETL Cyber Security Program using the methodology specified by NIST or other similar methodology, and execute a Cyber Security Maturity Assessment.
- The Contractor shall conduct risk assessments to determine whether additional countermeasures beyond those identified in the relevant system security plan are required and whether an identified unique local threat exists.
- The Contractor shall provide technical expertise and support related to the evaluation, development, and application of information security technology, plans, policies, and procedures.
- The Contractor shall compile and maintain information to develop responses to cyber security related data calls or investigations.
- The Contractor shall administer and maintain, produce or acquire cyber security related training materials for NETL use. This support includes the conducting and/or coordination cyber security training for NETL staff with security related responsibilities.

- The Contractor shall work closely with internal and external stakeholders to ensure compliance with cyber security policies, procedures and “Best Practices” for the identification of critical information, analysis of threats, analysis of vulnerabilities, assessment of risks, and application of countermeasures.

### **Design and Consultation Services**

*The Contractor shall provide cyber security design and consultation services.* The objective is to ensure that cyber security is proactively built into IT systems and processes. Specific requirements include but are not limited to

- The Contractor shall support and collaborate with all IT providers to engineer security features into NETL’s infrastructure including: firewalls, intrusion detection and prevention systems, content filtering/monitoring, vulnerability assessment tools, file integrity monitoring, centralized audit log store, and other network/system monitoring tools.
- The Contractor shall provide technical expertise and support in all aspects of cyber security associated with the NETL IT infrastructure, systems and applications, such as establishing working agreements, reporting requirements, performing market research, and technology implementation.
- The Contractor shall ensure that a viable workstation and server protection scheme is developed, implemented, maintained, and continuously monitored that protects the workstations, servers, and network against malicious code (i.e., viruses, Trojans, spyware), as well as unauthorized access to the system or its components.
- The Contractor shall provide technical expertise and support in the areas of Identity Credentialing and Management using Public Key Infrastructure (PKI) technologies, encryption technologies, and certificate-based technologies and solutions.

### **Cyber Operations Services**

*The Contractor shall provide cyber operations services.* The objective is to ensure the ability to defend, detect, and respond to a variety of cyber security events. Specific requirements include but are not limited to

- The Contractor shall maintain a cyber security incident prevention, detection and response capability to analyze information (externally and internally sourced) leading to the detection of potential or realized threats and shall quickly respond to prevent or minimize harm to NETL IT systems and applications.
- The Contractor shall conduct Vulnerability Testing, Scanning and Auditing of IT systems and applications to ensure vulnerabilities and weaknesses are identified and mitigated in a timely fashion and that cyber security features and controls are functioning and effective.
- The Contractor shall conduct analyses to identify root cause and corrective action to mitigate or eliminate vulnerabilities, the urgency of which is determined by the severity level of the vulnerabilities identified in the scan/test.
- The Contractor shall develop, manage, and improve the ability to continuously monitor logs and events generated from various devices and systems, such that baseline activities are established and documented and abnormalities from those baselines trigger an alert or call to action for further analysis or response.
- The Contractor shall develop, manage, and improve techniques for gathering and reporting cyber related data so that trends can be identified and acted upon as needed. This effort may manifest itself as “dashboards” or other monitors that may give one a quick view into certain operational areas of interest to allow for the continuous monitoring of key IT systems, processes, and controls.



- The Contractor shall participate in and coordinate incident responses with proper internal, external, law enforcement, and contract authorities, such as the legal office, Inspector General, FBI, etc.

### 5.3.5 Performance Expectations/Inspection and Acceptance

The performance expectations for the Cyber Security activity are summarized into performance objectives listed below followed by the performance expectation and the surveillance method. The performance expectation is the standard for which services will be accepted.

Performance Objective	Performance Expectation	Surveillance Method
The Contractor shall ensure the organization maintains compliance with departmental requirements while protecting overall confidentiality, integrity, and availability of NETL data and resources.	<p>The following cyber security documentation is maintained in compliance with departmental requirements:</p> <ul style="list-style-type: none"> <li>-Program Cyber Security Plan</li> <li>-Certification and Accreditation documents</li> <li>-Continuity of Operations Plan</li> <li>-Minimum-security baselines</li> </ul>	NETL shall assess the degree to which the organization maintains compliance through review of the Cyber Security Program documentation.
The Contractor shall maintain a secure IT environment, including both internal and public-facing systems.	Critical and High vulnerabilities are remediated (patched or retirement application submitted) within 30 days of discovery.	NETL shall assess the degree to which the Contractor maintains a secure IT environment through review of the monthly scans.

### 5.3.6 Deliverables/Schedule

- **Annual Disaster Recovery Plan**
- **Annual NETL Risk Management Assessment (Framework)**
- **Baseline Documentation (as required)**
- **Certification and Accreditation Authorization Documentation (as required)**
- **Continuity of Operations Plan**
- **Cyber Security Maturity Assessment Plan (as required)**
- **Monthly Cyber Security Status Report** – Includes statistics on incidents, continuous monitoring efforts, initiatives, etc.
- **Plans of Actions and Milestones (as required)**
- **Program Cyber Security Plan** – Includes but is not limited to information on network connections, security impact analyses, change control, and Plan of Action and Milestones (POA&M).
- **Quarterly (and ad hoc) FISMA/OMB/HQ reports** – Content dependent upon report.

### 5.3.7 Resource Load Information

The following table contains the labor loading for the current performance-based contract supporting NETL IT Cyber Security. These are the job titles for the approximately 11 FTEs that have historically been used.

Site	Incumbent Position Title	FTEs
Morgantown, WV	Cyber Security Manager	1
Morgantown, WV	Information Assurance Analyst Int I	2
Morgantown, WV	Information Assurance Analyst Int I	1
Morgantown, WV	Information Assurance Analyst Sr	1
Morgantown, WV	Operations Engineer Int II	0.77
Morgantown, WV	Operations Team Lead Sr	1
Morgantown, WV	Project Manager -Sr	0.5
Pittsburgh, PA	Network Administrator Int I	1
Pittsburgh, PA	Operations Engineer Int II	2

Specific skills sets included: Cyber Security Area Lead, Cyber Security Engineer, Cyber Security Analysts and Information Assurance Specialists. Of the skill sets required, varying levels of expertise from Entry-level to Senior-levels have been utilized.

## 5.4 Activity 4 – Enterprise Application Engineering

### 5.4.1 Activity Type

This activity is planned to be a cost plus fixed fee activity.

### 5.4.2 Place of Performance

The place of performance for this activity is at NETL sites Morgantown, WV and Pittsburgh, PA.

### 5.4.3 Objectives

The objective of the Enterprise Application Engineering activity is to conduct System Engineering System/Software Development Lifecycle processes by applying, at a minimum CMMI level 3 principles, associated with defect correction, minor enhancements to existing NETL applications and requested solution development efforts.

### 5.4.4 Scope/Requirements

Enterprise Application Engineering includes requirements development and management, design, development and testing related to defect correction, and minor enhancements to existing NETL applications.

Standard Systems Development and Lifecycle Management (SDLC) phases (requirements elicitation, analysis, design, development/configuration, test, and implementation/integration) are required. NETL IT adheres to the DOE Project Execution Model (PEM) Guide by employing “Critical Decision” points as integration touch points for appropriate coordination and communication with NETL IT. Standard processes and artifacts/deliverables are required to support proper system development, integration and maintenance.

Application support personnel must work closely with internal and external entities to ensure compliance with cyber security “Best Practices” for the identification of critical information, analysis of threats, analysis of vulnerabilities, assessment of risks, and application of countermeasures. Security requirements shall be considered throughout the SDLC lifecycle, thereby mitigating risk early to minimize cost. Implementation activities shall adhere to management controls recommended in the DOE PEM. Additional phases, stages, deliverables

(artifacts and activities), etc. may be added/extended based on the scope and complexity of the integration/maintenance effort.

**The Contractor shall provide and maintain a Requirements Management Framework (ReqMF)**, in accordance with CMMI level 3 practices, from which to manage requirements developed-by or provided-to the IT organization for enterprise solutions required by NETL. This framework (tracking mechanism) must classify requirements and be available as a resource for referencing requirements across all software engineering projects for assessing change. Requirements are to be associated with a specific application/system and release/version of the software and recorded as an artifact in the application/system documentation.

**The Contractor shall provide requirements elicitation, development and management services** in accordance with the ReqMF and CMMI level 3 practices. This includes eliciting business requirements from stakeholders; analyzing the requirements to derive data, system, and software requirements; documenting and maintaining necessary attributes for required levels of requirements; demonstrating business requirements are met through traceability matrices; and recommending allocation to the appropriate NETL business architecture components.

**The Contractor shall provide sufficient and effective data design and management services** that include master data management planning and governance expertise, data modeling and database design, creation and modification. The Contractor shall maintain database design artifacts to include: logical and physical designs, data mappings, Interface Control Documents (ICDs) for each data interface, data dictionaries, and data management plans.

**The Contractor shall provide solution development services** in accordance with CMMI level 3 practices by adhering to Federal, DOE, NETL, and Industry standards; utilizing NETL's current inventory of development tools and platforms when modifying existing interfaces, applications and systems. Deviation from the current inventory of development tools and platform or any additions to the current software inventory must be approved by NETL IT; Building systems components that allow for reuse and minimize dependency on desktop/workstation configuration and the hosting environment. Develop solutions that are platform agnostic to the extent possible; Ensuring adherence to certification and accreditation requirements for existing and new solutions in accordance with the NETL cyber security program; and Ensuring AS-Built documentation are maintained and brought current within 5 business days following release to production.

**The Contractor shall provide ad hoc reporting support** to assist application users on an as-needed basis, providing reports not found natively within the application environment by retrieving data from internal and external systems, including but not limited to: DOEInfo, Defense Finance and Accounting Service (DFAS - payroll service provider), DOE's Online Learning Center (OLC2), U.S. Office of Personnel Management (OPM), Office of Management and Budget (OMB), and Corporate I-MANAGE systems (Standard Accounting and Reporting System (STARS), Integrated Data Warehouse, Strategic Integration Procurement Enterprise System (STRIPES).

**The Contractor shall maintain a Quality Control Environment and Test Management Framework** from which to test all new and changed applications/systems thoroughly prior to deploying into production. At a minimum, this Framework/Environment shall consist of supporting and maintaining coordinated Development, Test and Production environments for on premise deployed applications and shall include test standards, plans, processes and procedures for all teams deploying solutions into to the NETL production environment. Support of this environment is to, at a minimum, implement a formal Software Quality Assurance (SQA) program that is consistent with Federal and DOE SQA guidance; follow industry "Best Practices" and principles regarding SQA; and provide SQA support that is an integral part of the software lifecycle methodologies employed at NETL.

**The Contractor shall provide quality control services** in accordance with CMMI level 3 practices by planning, executing and managing verification and validation testing.

**The Contractor shall maintain a Release Management Framework** that ensures: change is managed by a formal change control process; validation testing (Integration, Regression, Security and UAT) is successfully conducted prior to release to the NETL production environment; a systematic approach to managing code, project artifacts, documentation, etc. relating to the software engineering environment at NETL for all system engineering efforts is maintained, including those developed by third-party development teams; IT technical architecture standards are communicated to solution providers; and release standards are establish, maintained and communicated to all solution providers deploying to the NETL environment.

**The Contractor shall support the NETL user community to enable maximum user participation during User Acceptance Testing (UAT)** by performing the following activities related to UAT: Elicit business use scenarios from business stakeholders that upon a successful test outcome would generate acceptance from the business that requirements were met. Document user scenarios and provide in a format to be executed by the business; establish the UAT environment, including required datasets; Participate with users during UAT by annotating test results and feedback; and Compile UAT testing results and potential work-arounds for review during deployment readiness meetings.

**The Contractor shall provide project management services** in support of solution development/modification efforts in accordance with the DOE PEM and CMMI level 3 practices.

**5.4.5 Performance Expectations/Inspection and Acceptance**

The performance expectations for the Enterprise Application Engineering activity are summarized into performance objectives listed below followed by the performance expectation and the surveillance method. The performance expectation is the standard for which services will be accepted.

Performance Objective	Performance Expectation	Surveillance Method
The Contractor shall demonstrate practices defined in the Requirements, Test and Release Management Plans.	The Contractor will demonstrate 95% compliance to the plan.	NETL shall implement Quality Assurance Audits, minimally on a bi-yearly basis.

**5.4.6 Deliverables/Schedule**

Deliverable	Required Due Date	Deliverable Description/Content
Requirements Management Plan	90 days following contract award for review and approval by the Government; updates as required	Requirements Management Plan that addresses the NETL IT approach for managing requirements for internally developed solutions, third-party developed solutions, associated tools, processes, and procedures.
Test Management Plan	120 days following contract award for review and approval by the Government; updates as required	Test Management Plan that addresses the NETL IT approach for testing internally developed solutions, third-party developed solutions, associated tools, processes, and procedures.

Release Management Plan	120 days following contract award for review and approval by the Government; updates as required	Release Management Plan that addresses the NETL IT approach for releasing internally developed solutions, third-party developed solutions, associated tools, processes, and procedures into the production environment.
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#### 5.4.7 Resource Load Information

Historically the Enterprise Application Operations, Maintenance and Integration effort consisted on average of 12 full time resources spread across the tasks defined in PWS-Enterprise Application Maintenance and PWS-Enterprise Application Engineering. Resources were in both PGH and MGN. Specific skills sets included: Software Developers, SharePoint Developers, Software Engineers, Database Administrators, Application Administrators, SharePoint Administrators, Business/Systems Analysts, Application Architect, and IT Project Manager. Of the skill sets required, varying levels of expertise from Entry-level to Senior-levels have been utilized.

Historically, the work performed consisted of maintaining an application portfolio of approximately 400 applications of varying size and complexity for which approximately 25 were maintained/updated under the scope of IT. The team was/is responsible for deployments for all solution providers deploying into the NETL production environment. On average, the team deployed 2 releases per week. The team was/is responsible for ensuring application availability following any change to the technical environment and therefore conducts “return to service testing” on average 6 times per month. The team was/is responsible for database and SharePoint patching, conducted quarterly and as required, respectively. Historically, the team worked on an average of 3 initiatives in parallel (application modification, upgrade), while deploying on average 2 third-party releases into production per week and responding to an average of 6 tier-2/3 helpdesk calls per week.

### 5.5 Activity 5 – Indefinite-Delivery-Indefinite-Quantity Support

#### 5.5.1 Activity Type

This activity is planned to be a cost plus fixed fee activity.

#### 5.5.2 Place of Performance

The place of performance for this activity includes all NETL sites (Morgantown, WV; Pittsburgh, PA; Albany, OR; and Anchorage, AK). The performance at Anchorage, AK is limited as this is a satellite office with limited staff.

#### 5.5.3 Objectives

The objective of the Indefinite-Delivery-Indefinite-Quantity (IDIQ) Support activity is to provide support for the implementation of new and innovative applications and infrastructure solutions for NETL by leveraging strategic and operational plans, roadmaps, and target architecture documentation.

#### 5.5.4 Scope/Requirements

The Contractor shall deploy advanced technology to provide best-in-class IT solutions which support and enable NETL operations. The Contractor shall align the production application environment with the NETL application roadmap and target architecture that aligns with Departmental and federal technology mandates such as IPv6, and “Cloud First.” The Contractor shall analyze and implement advanced, efficient and effective technology solutions for wireless networking, mobility computing (smart phones, tablets, etc.), virtualized environments, Bring-Your-Own-Device (BYOD) and various types of Cloud solutions. This may include technical requirements gathering, analysis of competing technical solutions, business case development, transition planning, transition management and execution, implementation planning and preparedness and solution integration.

The Contractor shall provide the resources necessary to review the application roadmap, target architecture, current Departmental and/or Federal technology mandates and develop an implementation and priority plan. The Contractor shall provide the resources to initiate projects approved by the Government from conception to integration.

#### **5.5.5 Performance Expectations/Inspection and Acceptance**

The performance expectations for the IDIQ Support activity will be determined at the time of commencement.

#### **5.5.6 Deliverables/Schedule**

The deliverables/schedule for the IDIQ Support activity will be determined at the time of commencement.

#### **5.5.7 Resource Load Information**

There is no historical data available for this activity.

### **6.0 SPECIAL CONSIDERATIONS (IF ANY)**

Attention is directed to the FAR 52.222-17 Non-Displacement of Qualified Workers clause of the contract related to incumbent workers under the predecessor contract.

The contractor shall provide an annual travel and training plan for any necessary training or travel associated with the requirement of this contract. The plan must be listed for all labor categories under the contract, broken out by activity.

In addition to and separate from the scope of this contract, there are multiple site-support contracts at NETL that are responsible for operations ranging from administration and facilities to research functions. Due to the infrastructure support nature of this contract, it is expected that communication and facilitation with these other contracts for consistency and efficiency will be required.

NETL is research-focused and as such, has many information technology applications and systems embedded within its community (such as the NETL Supercomputer, the SciLAN, and EDX) that are serviced by other contracts and are outside the scope of this contract. Within the scope of this contract, however, is the maintenance and operation of the information technology infrastructure that provides the backbone upon which these research applications and systems reside and function. Thus, communication and cooperation across contracts is essential to support research, particularly with regards to network and internet access, cyber security initiatives and requirements, and meeting special research needs.

Under the Infrastructure Operations Services activity, three transition tasks were listed as work that was undertaken by the incumbent but will not be completed before the transition to the new contract. Reading Room Documents have been provided to outline the scope and anticipated status of this work. This includes:

- Deployment of Cisco Identity Services Engine network access control (NAC).
- Deployment of Cisco Voice Over Internet Protocol (VOIP) and a Unified Communications (UC) infrastructure. The contractor shall provide support to the VOIP/UC solution provider throughout the deployment and implementation phases of the project. For example, access to PBX; escorting personnel into wire closets and data centers as needed; change control process for implementation of changes to NETL's network environment; providing any information on NETL's existing telephone infrastructure, and any other systems necessary to complete the project.
- Deployment of the NETL Private Cloud.

### **7.0 GLOSSARY**

BYOD	Bring Your Own Device
C&A	Certification and Accreditation
CI	Configuration Item
CMMI	Capability Maturity Model Integration

COR	Contracting Officer Recognition
COTS	Customized Off the Shelf
DCOI	Data Center Optimization Initiative
DFAS	Defense Finance and Accounting Service
DHCP	Dynamic Host Configuration Protocol
DNS	Domain Name Services
DOE	Department of Energy
DOE HQ	Department of Energy, Headquarters
DOE PEM	Department of Energy Project Execution Model
DRP	Disaster Recovery Plan
EDX	Energy Data Exchange
FE	Fossil Energy
FedRamp	Federal Risk and Authorization Management Program
FISMA	Federal Information Security Management Act
GETS	Government Emergency Telecommunications Services
GSA	General Service Administration
HEAT	NETL work control software system
ICDS	Interface Control Documents
IDIQ	Indefinite Delivery Indefinite Quantity
ISE	Identity Service Engine
IT	Information Technology
ITIL	Information Technology Infrastructure Library
LAN	Local Area Network
MDM	Mobile Device Management
NAC	Cisco Identity Services Engine Network
NARA	National Archives and Record Administration
NETL	National Energy Technology Laboratory
NIST	National Institute of Standards and Technology
OLC2	DOE's Online Learning Center
OLTP	Online Transaction Processing
OMB	Office of Management and Budget
OPM	US Office of Personnel Management
PCSP	Program Cyber Security Plan
PEM	Project Execution Manual
PKI	Public Key Infrastructure
QOS	Quality of Service
RelMF	Release Management Framework
ReqMF	Requirements Management Framework
SDLC	Standard Systems Development and Lifecycle Management

SDLC	Standard Systems Development Lifecycle
SIP	Session Initiation Protocol
SIR	Service Interruption Report
SME	Subject Matter Expert
SME	Subject Matter Expert
SOPs	Standard Operating Procedures
SQA	Software Quality Assurance
STARS	Standard Accounting and Reporting System
STRIPES	Strategic Integration Procurement Enterprise System
TMF	Test Management Framework
UAT	User Acceptance Testing
UC	Unified Communications
VLAN	Virtual Local Area Network
VOIP	Voice Over Internet Protocol
WAN	Wide Area Network
WPS	Wireless Priority Services



**J.4 ATTACHMENT B – REPORTING REQUIREMENTS CHECKLIST**

NETL F 541.1-5#  
(01/2016) OPI=PS10  
(Previous Editions Obsolete)

**REPORTING REQUIREMENTS CHECKLIST**

<b>1. AWARDEE:</b> <b>Attain, LLC</b>	<b>2. IDENTIFICATION NUMBER:</b> <b>DE-DT0013924</b>
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**3. REPORT SUBMISSION:**

Reports shall be submitted to the National Energy Technology Laboratory (NETL) in electronic format to the identified network location. Report templates are examples. The Contractor may submit the requested information using their own templates provided the same information is incorporated. If the submission involves a DOE or NETL Form, the Contractor may submit the requested information in a format of its own choosing as long as the same information is provided.

The reports in this checklist apply to the contract in general. The Performance Work Statement (PWS) may require other specific reports and/or deliverables.

**4. PLANNING AND REPORTING REQUIREMENTS:**

	FORM NO.	FREQ:		FORM NO.	FREQ:
<b>A. GENERAL MANAGEMENT</b>			<b>D. PROPERTY</b>		
<input checked="" type="checkbox"/> Management Plan	None	O, C	<input checked="" type="checkbox"/> Property Management System	None	P
<input checked="" type="checkbox"/> Status Report	None	M	<input checked="" type="checkbox"/> Property in the Custody of Contractors	F580.1-8	SP
<input type="checkbox"/> PEP Documentation Report	None	E	<input checked="" type="checkbox"/> Report of Physical Inventory	None	I***
<input checked="" type="checkbox"/> Quality Assurance Management Plan	None	O, A*	<input checked="" type="checkbox"/> Report of Termination or Completion Inventory	SF-1428 & SF-120	FC
<input type="checkbox"/> Annual Work Operating Plan	None	PY	<b>E. OTHER</b>		
<b>B. SCHEDULE/LABOR/COST</b>			<input type="checkbox"/> Individual Subcontract Report	ISR	SS
<input checked="" type="checkbox"/> Cost Management Report	See Text	M	<input type="checkbox"/> Summary Subcontract Report	SSR	YS
<input checked="" type="checkbox"/> Invoice Detail Report	See Text	M	<input checked="" type="checkbox"/> Service Contract Inventory	SAM	Y
<input checked="" type="checkbox"/> Staffing Report Summary	See Text	M	<input checked="" type="checkbox"/> Biobased Reporting	SAM	Y
<input checked="" type="checkbox"/> Open Commitment Detail Report	See Text	M	<input checked="" type="checkbox"/> EEO Compliance Report	None	Y
<input checked="" type="checkbox"/> Contract Organization Chart	See Text	O, Y	<input type="checkbox"/> Key Personnel Staffing Report	None	M
<input checked="" type="checkbox"/> Subcontract Status Report	See Text	S	<input checked="" type="checkbox"/> Business Travel	None	Y
<input checked="" type="checkbox"/> Annual Indirect Rate Submission	See Text	A**			
<b>C. ENVIRONMENTAL ES&amp;H</b>					
<input checked="" type="checkbox"/> Hazardous Substance Plan	None	O			
<input checked="" type="checkbox"/> Hazardous Waste Report	None	FC			
<input checked="" type="checkbox"/> ES&H Hot Line Report	None	A			
<input checked="" type="checkbox"/> ES&H Reports (DOE O 231.1, M 231.1-1, O 232.1)	See Orders & Manuals	A			
<input checked="" type="checkbox"/> Integrated Safety Management Plan (DOE P 450.4)	See DOE Orders	O, A*			

**5. FREQUENCY CODES AND DUE DATES:**

DEFINITION	Calendar days due after event	DEFINITION	Calendar days due after event
A – As Required (See attached text for applicability)	0	O – Once After Award	30
C – Contract Change	15	PY – Yearly Plan for following Federal Fiscal Year	-15
E – End of Evaluation Period	5	S – Semiannual (Ending 3/31 and 9/30)	30
FC – Final End of Effort	0	Y – Yearly (End of fiscal year 9/30)	30
M – Monthly	15		

Property Reports P – Property Management System – Within 6 months of award date I – Physical Inventory SP – Semiannual due 3/15 and 9/15 for period ending 2/28 and 8/30 respectively	Other Web-based reports SS – Individual Subcontract Report - Semiannual due 4/30 and 10/30 for period ending 3/31 and 9/30 respectively, submit on-line at <a href="http://www.esrs.gov">http://www.esrs.gov</a> YS – Summary Subcontract Report - Annually, due 10/30 for period ending 9/30, submit on-line at <a href="http://www.esrs.gov">http://www.esrs.gov</a> SAM – System for Award Management at <a href="http://www.sam.gov">http://www.sam.gov</a>
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\*Plan is to be updated as significant changes are identified.  
 \*\* No later than six months after the close of Contractor’s fiscal year. If NETL is the Cognizant Federal Agency, then the proposal should be submitted to the identified electronic file location for report submissions. Otherwise, it should be sent to the Cognizant Federal Agency.  
 \*\*\* Property inventory conducted on the following basis: Capitalized, Sensitive, or High Risk Personal Property – Annual; Accountable Property – 3 years; Nonaccountable Property – contract completion.

**6. SPECIAL INSTRUCTIONS:** Contractor’s Fiscal Year: **December 31**

The forms identified, with a forms number, in the checklist are available at <http://www.netl.doe.gov/business/forms.html>.

## **GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF REPORTS**

The Contractor shall prepare and submit the plans and reports indicated on the “Reporting Requirements Checklist” to the electronic addresses provided in the NETL-identified electronic file location. The electronic file location will be provided at the post award debriefing with the Contractor. Distribution of the plans and reports will be accessed from the electronic file location by individuals authorized by the Contracting Officer.

The level of detail the Contractor provides in the plans and reports shall be commensurate with the scope and complexity of the effort and shall be as delineated in the guidelines and instructions contained herein. The prime Contractor shall be responsible for acquiring data from any subcontractors to ensure that data submitted are compatible with the data elements which prime Contractors are required to submit to DOE.

### **MANAGEMENT PLAN**

The Management Plan describes the Contractor’s approach to performing the effort and producing the products identified in the contractual agreement, and the technical, schedule, cost, and financial management control systems to be used to manage performance.

The sample outline for the Management Plan and a description of the contents follows:

#### **Executive Summary**

The executive summary gives DOE/NETL's management a brief, comprehensive overview of the most important aspects of the management plan.

#### **Background**

This is a discussion of the background of the project, including the scientific, sociological, legislative, and historical factors, that demonstrates the Contractor’s understanding of the problems, both technical and management, associated with the project.

#### **Scope of the Project**

This section gives a brief overview of the project. It should include:

- general description of project objectives;
- work element titles and short descriptions and;
- participants.

#### **Work Breakdown Structure (WBS)**

The scope and complexity of the contractual agreement influence the number of levels required. Each descending level represents an increasingly detailed definition of the work elements. Level 1 is the goal or objective of the contractual agreement in its entirety. Level 2 consists of the major work products necessary for achieving the goals of the contractual agreement. Level 3 outlines the major element segments (subsystems) necessary for completing Level 2 elements. Work breakdown structure elements are identified by name and number from a progressive, alphanumeric system. For example:

WBS Level 1: Contract Level Reporting

WBS Level 2: CLIN / Task Order Level Reporting

WBS Level 3: Work/Task Assignment Level Reporting

WBS Level 4: Activity Level Reporting

The outline for the WBS and a description of the contents follows:

WBS ELEMENT X.X: (TITLE)

**OBJECTIVE:** State the objective of the work element in a concise manner.

**BACKGROUND:** State the background in a concise manner. Include descriptions of any outstanding issues which must be resolved in order to make progress.

**TECHNICAL APPROACH:** Describe in detail the manner in which the various issues will be resolved. You should consider how the various work elements relate to one another and to other relevant ongoing work. Work outputs which feed into other work elements (and vice-versa) should be clearly delineated.

**DELIVERABLES:** Describe specifically the results of the effort.

### **Support Systems and Controls**

In this section, the management, technical, and administrative systems that will be used to control and execute the project will be described. Examples of the systems include, but is not limited to: systems and engineering analysis; quality assurance; environmental, safety and health; legal support; automated data processing support; and accounting support. The accounting, property management, and procurement systems should be identified as to whether they are Government approved systems.

### **STATUS REPORT**

The Status Report presents the Contractor's narrative technical assessment of the work actually performed and the overall status of the various CLINs/SubCLINs or Task Orders/Activities. Open items requiring action by either the Contractor or DOE are noted in this report. The report also provides a summary assessment of the current situation, including forecast for the near future and the expected impact on SubCLIN or Activity accomplishment. The report is to include a listing of the major products for each CLIN/SubCLIN or Task Order/Activity in bullet form and, if applicable, a list of pertinent presentations and publications.

### **QUALITY ASSURANCE MANAGEMENT PLAN**

The Quality Assurance Management Implementation Plan shall be developed and submitted by the Contractor. The plan shall describe how the Contractor will implement a quality assurance (QA) philosophy, as outlined in the most current version of the DOE O 414.1, Quality Assurance; DOE G 414.1-2, Quality Assurance Program Guide for Use with 10 CFR Part 830, Subpart A, Quality Assurance Requirements; and NETL O 414.1, Quality Management System; and NETL Operating Plan 414.1-1, Quality Management System Program Plan. The plan shall provide (1) a process and graded approach to the integration of the requirements listed into its everyday work activities; and (2) a discussion on how the execution of the Contractor's plan will successfully and cost-effectively integrate with NETL's own QA program for on-site work to be conducted. This plan shall be reviewed annually, revised as needed, and be approved by the NETL Quality Manager. The DOE quality assurance directives and guidelines can be found at <http://www.directives.doe.gov/>. NETL quality directives are available on the NETL Intranet.

### **COST MANAGEMENT REPORT**

#### ***PURPOSE***

The Cost Management Report provides a monthly status of actual and estimated costs, obligated funds, and plan values, as well as a projection of funds expiration, for each reportable element within a designated contract. This report serves as an accounting, budgeting, and project management tool. Federal personnel will use this report to monitor the funding and cost status of the contract, verify the reasonableness of the Contractor's invoices, formulate budgets and calculate fixed fee pools.

## **FORM**

An Excel file (0013924-CMR-Invoice-Staffing-OC.xlsx) has been included as a sample template in Part III, Section J. The following is the suggested format for submission of this report.

## **INSTRUCTIONS**

<b><u>Item</u></b>	<b><u>Description</u></b>
1	Enter the official contract title.
2	Enter the inclusive start and completion dates for the reporting period.
3	Enter the official contract number and, if a modification(s) has occurred, append the latest modification number.
4	Enter the name of the Contractor.
5	Enter the date of the contract's current cost plan, which serves as a baseline for this report.
6	Enter the official start date of the original contract.
7	Enter the official completion date as of the latest modification to the contract.
8	Enter the Title, Contract Line Item Number (CLIN), Sub-CLIN, Task, or Activity Numbers, in numerical order, consistent with the contract's Work Breakdown Structure as per the current Management Plan.
9	Enter the current approved plan revision for each Element as applicable. Revisions will be tracked by an alpha character added to the end of the Element with "A" designating the first revision. If no revision is included, leave this blank.
10	Enter the five-digit "Fund Code" identified in Field 1 of the Accounting Flex Field (AFF) provided on the funding source document.
11	Enter the "Appropriation Year" from which the funding is provided. This will be the same as Field 2 of the AFF.
12	Enter the six-digit "Reporting Entity" identified in Field 4 of the AFF.
13	Enter the five-digit "Object Class Code" identified in Field 6 of the AFF.
14	Enter the seven-digit "Program Number" that is used to fund the Element. This number will correspond to Field 7 of the AFF. If more than one Program number is being used, place the pertinent funding information on separate lines.
15	If applicable, enter the seven-digit "Project Number" identified in Field 8 of the AFF.
16	If applicable, enter the seven-digit "Work for Others (WFO)" number identified in Field 9 of the AFF. A WFO number is a unique designation for NETL customer work.
17	If applicable, enter the seven-digit "Local Use" number. This number will correspond to Field 10 of the AFF.
18	Enter the "Current FY Obligations" that have been obligated against the Element in the current fiscal year.
19	Enter the cumulative "Total Obligations" awarded to the contract as of the close of the reporting period. The obligations will be broken out over the unique AFF's.
20	Enter the "Approved FY Cost Plan" value as shown on the most recent authorized cost plan. This will be an estimate of the cost of work planned in the current fiscal year distributed by funding source. Only plan values authorized by the CO shall be recorded in this column.

- 21 Enter the authorized "Total Plan Value" for the entire performance period of the Element, which may span multiple fiscal years.
- 22 Enter the total "Reporting Period Actual Cost" invoiced for the reporting period. Cost distribution for each AFF will be provided as financial technical direction from the Contracting Officer's Representative (COR) or the CLIN COR.
- 23 Enter the total "Reporting Period Planned Cost" for the reporting period as shown in the most recent authorized cost plan.
- 24 Enter the total "FY To Date Actual Cost" invoiced as of the close of the reporting period for the current fiscal year.
- 25 Enter the "FY to Date FY Balance of Plan" remaining of the planned cost for the current fiscal year as shown in the latest approved fiscal year cost plan (Item 20).
- 26 Enter the total "Cumulative to Date Actual Cost" invoiced for the Element from the inception of the contract to the end of the reporting period.
- 27 Enter the total authorized "Cumulative to Date Plann Cost" for the Element from the inception of the contract to the date of the report.
- 28 Enter the "Open Commitments", defined as any costs incurred by the end of the current reporting period but not yet invoiced to NETL.

This would include subcontractor costs incurred but not yet billed to NETL and any fixed fee earned but not yet invoiced to NETL. Upon completion of the first fixed fee period estimates for fee shall be based on the average percentage of historic fee earned, not 100% of available fixed fee pool. Special consideration should be made to accurately estimate subcontract costs when the prime has not received invoices but is aware that the work has occurred.

Open commitments should be distributed to the funding line with remaining available funding greater than \$0 that has the oldest appropriation year and the smallest total obligated funding at the end of the current reporting period. Open commitments should not exceed the total remaining available funding in an AFF line unless additional funding lines are not available.

\*\*\*Note\*\*\*

The Fixed Fee included in OC's will be a cumulative amount and will only be reduced when the CO authorizes a payment. The Fixed Fee authorized payment amount will then be included in the FY to Date Actuals (#24) and Cumulative to Date Actuals (#26) on the next monthly CMR.

- 29 Enter the total "Next Month Plan Cost" for the next reporting period as shown in the most recent authorized cost plan.
- 30 Enter the "FY Total Cost" which is defined as the costs that the Contractor expects to incur during the current fiscal year.

A contract project manager's estimate should be used to project the balance of the year and should include those costs that have been incurred but not invoiced to NETL (open commitments as defined in Item 28). The calculation of Total FY Actual Cost + FY Balance of Plan + Open Commitments can be used as a starting point for this estimate, but project manager's input must be obtained to incorporated any deviations to plan that may be anticipated technically.

- 31 Enter the projected "Funds Fully Costed Date" for the date on which the funds available to the Contractor for a specific Element are projected to be fully costed. The date only needs to be on the Element Total line.

32 Enter the total of all costs for each column that can be summed. If multiple pages are used, enter the total only on the final page.

\*\*\*NOTE\*\*\*

Current FY Obligations (Item 18) and Total Obligations (Item 19) must equal the obligation amounts listed on the contract modifications.

33 Enter the unit measure for dollar amounts shown (e.g., exact dollars and cents). NETL cost entries are done to the penny. Carry the unit of measure out to decimals (e.g., cents), rounding to two decimal places. Format the cell to round to the dollar so space will be saved. NETL Finance will reformat the appropriate column to two decimals for making cost entries.

34 Enter the signature of the responsible Contractor Project Manager and the date signed, verifying the validity of the furnished information based upon the Project Manager's knowledge of the contract's current progress and status.

35 Enter the signature of the Contractor's financial representative and the date signed, verifying the validity of the furnished information based upon the financial representative's knowledge of the contract's current progress and status.

36 Enter notes that relate to a reporting elements' financial status. Include modifications received after the closing date of the reporting period but before the actual due date of the CMR. and Task Plan revisions submitted to NETL through SSCM but not yet awarded by the CO

**Special Instructions:**

Any reference to a fiscal year refers to the Federal Government fiscal year, October 1 through September 30 of the following year.

For the purpose of this report, the term "Element" refers to any reportable CLIN, Sub-CLIN, Task, or Activity.

A new line entry must be inserted anytime one of the following components changes:

1. Title/CLIN/Sub-CLIN/Task Number/Activity Number
2. Fund Code
3. Appropriation Year
4. Reporting Entity
5. Object Class Code
6. Program Number
7. Project Number
8. Work for Others Number
9. Local Use Number

Each Element will be subtotaled. If a Sub-element is associated with an Element, the Sub-element will be totaled and reported at both the Sub- and Element level. For example, an Element with two or more subs would show all of the above information for each sub-Element and rolled up to the Element level.

Any and all breakouts of Sub-CLINs/activities must be received as technical direction, in writing, from the Contracting Officer's Representative (COR) or the CLIN COR.

**INVOICE DETAIL REPORT**

***PURPOSE***

The Invoice Detail Report provides a monthly status of actual and planned FTE hours worked for each CLIN or Task and a headcount within a designated contract. This report will be used by Federal personnel as an information source and as a project management tool. This report will also serve as the base for the staffing report and will also

serve as supporting documentation for the "Public Voucher for Purchases and Services Other Than Personal" (SF-1034). CLIN/Task managers will review the data as part of the invoice approval process.

### **FORM**

An Excel file (0013924-CMR-Invoice-Staffing-OC.xlsx) has been included as a sample template in Part III, Section J. The following is the suggested format for submission of this report.

### **INSTRUCTIONS**

<b><u>Item</u></b>	<b><u>Description</u></b>
--------------------	---------------------------

- |    |   |
|----|---|
| 1  | Enter Contractor's name and address.  |
| 2  | Enter the contract identification (CID) number.   |
| 3  | Enter the CLIN/Sub-CLIN/Task/Activity number and title.   |
| 4  | Enter a sequential invoice number as designated by the Contractor.  |
| 5  | Enter a sequential invoice number as designated by the Contractor.  |
| 6  | Enter the date the invoice was issued.  |
| 7  | Enter the inclusive start and completion dates for the invoice period.  |
| 8  | Enter the employee's name.  |
| 9  | Enter the labor category title and Exempt € or Nonexempt (NE).  |
| 10 | Enter the employee status [full time (FT), part time (PT)].   |
| 11 | Enter the employer name (prime Contractor, subcontractor).  |
| 12 | Enter the employee's current loaded labor rate.   |
| 13 | Enter the actual hours worked in the reporting period by the employee. The available hours may vary by month depending on weekends, holidays, number of days in month, etc.   |
| 14 | Enter the total labor cost per employee for the period.   |
| 15 | Enter full time equivalent (FTE) actual time worked.  |
| 16 | Enter the FTE labor by site.<br><br>Off-site – any location that is not on one of NETL's sites as defined in "on-site" below.<br><br>On-site – Federally-owned or leased property within the defined boundaries of the sites including Pittsburgh, PA; Morgantown, WV; Anchorage, AK; Albany, OR; and any future sites.                   |
| 17 | Enter the cumulative hours worked to date per employee.   |
| 18 | Enter the previous months costs (can be done by copying the values from "Cumulative Current Cost," column R on the spreadsheet from the prior month). This column will be used to calculate the cumulative current cost column. The cumulative current cost is the total cost from previous periods plus the cost for the current period. |
| 19 | Enter the total items of 12 through 18 described above.   |
| 20 | If applicable, enter the labor G&A rate and dollar amount.  |
| 21 | Enter the Total Direct Labor cost to include Labor G&A (if applicable)  |
| 22 | Enter the planned/actual labor hours for the current period.  |

- 23 Enter the planned/actual labor hours for the cumulative total.
- 24 Other direct costs (ODCs) include those cost other than labor, which are directly related and charged to the CLIN/Sub-CLIN/Task/Activity.
- 25 Enter a very brief description of the other direct costs.
- 26 Enter the second-tier subcontractor/consultants cost for the period and cumulative to date.
- 27 Enter materials and or supply costs for the period and cumulative to date.
- 28 Enter the travel costs for the period and cumulative to date.
- 29 Enter the training cost for the period and cumulative to date.
- 30 Enter the total of all ODCs
- 31 Enter the General & Administrative (G&A) rate and amount.
- 32 If applicable, enter any fixed fee being invoiced for the reporting period and cumulative to date amount.
- 33 Enter the total cost being invoiced. This will include Direct Labor, ODCs, G&A and fees.

**STAFFING REPORT SUMMARY**

***PURPOSE***

The Staffing Report Summary is to provide NETL management with data relative to the number of Contractor FTEs (full time equivalents) charged to each funding source within a contract. NETL uses this information in budgeting and planning exercises. In addition, many information requests are received from Headquarters dealing with the location of Contractor employees.

***FORM***

An Excel file (0013924-CMR-Invoice-Staffing-OC.xlsx) has been included as a sample template in Part III, Section J. The following is the suggested format for submission of this report.

***INSTRUCTIONS***

**Item    Description**

- 1 Enter contractor name and address.
- 2 Enter contract number.
- 3 Enter inclusive dates of current reporting period.

\*\*\*NOTE\*\*\*

The Items below must track the exact Accounting FlexField (AFF) used in the contract funding modification. If more than one AFF was used to fund a Task/Activity then a separate row for each unique AFF must be entered on this report.

Enter the FTEs by AFF at each site location.

- 4 Enter the Task/Activity number, in numerical order, for the FTEs being reported.
- 5 Enter the seven-digit “Program Number” used to fund the Task/Activity. This number will correspond to Field 5 of the AFF string provided in the contract funding modification. If there are multiple program numbers enter each one on a separate line.
- 6 Enter the seven-digit “Project Number” (if applicable). This number will correspond to Field 6 of the AFF string provided in the contract funding modification. If a number is not provided, enter zeros.



- 7 Enter the seven-digit “Work for Others (WFO)” number (if applicable). This number will correspond to Field 7 of the AFF string provided in the contract funding modification. If a number is not provided, enter zeros.
- 8 Enter the seven-digit “Local Use” number (if applicable). This number will correspond to Field 8 of the AFF string provided in the contract funding modification. If a number is not provided, enter zeros.
- 9 Enter the six-digit “Reporting Entity” identified in Field 3 of the AFF string provided in the contract funding modification.
- 10 Enter the total FTE cost charged to each AFF string for the current reporting period.
- 11 Enter the number of FTEs by NETL site location for each AFF string being reported.  
Off-site – any location that is not on one of NETL’s sites as defined in “on-site” below.  
  
On-site – Federally-owned or leased property within the defined boundaries of the sites at Pittsburgh, PA (PGH); Morgantown, WV (MGN); Albany, OR (ALB); and Anchorage, AK (AK); including, in the case of Morgantown, NETL-leased space in the Research Ridge complex immediately adjacent to the boundary.
- 12 Enter the headcount of employees (full time and part time) at both on and off-site locations as of the end of the reporting period.

**OPEN COMMITMENT DETAIL REPORT**

***BACKGROUND***

The purpose of the open commitment (OC) detail report is to provide NETL Contracting Officer’s Representatives (COR) with data on the specific elements that comprise the open commitment total and the values associated with each element. NETL uses this information for two primary purposes: 1) to track the flow of costs from open commitments to invoices and 2) to identify the open commitments associated with labor, materials, supplies or travel to support the calculation of performance period costs as defined in the Performance Evaluation Plan (PEP).

***FORM***

An Excel workbook (0013924-CMR-Invoice-Staffing-OC.xlsx) has been included as a sample template in Part III, Section J. The following is the suggested format for submission of this report.

***INSTRUCTIONS***

The OC detail report is to be submitted in a spreadsheet format that supports applying column filters to the data. Dollar values are to be formatted consistently to have a “\$” and two decimal places. The report is to be submitted monthly, concurrent with the submission of the CMR and Invoice Detail reports.

<b><u>Item</u></b>	<b><u>Description</u></b>
CLIN/Task/Activity	Full item number, inclusive of contract number
Totals	Total of all open commitments
Deferrals	Total of deferred invoices
Period X fee	Performance period fee carried in open commitments – if more than one period of fee is being carried, add additional columns
Rate Adjustment Reserve	Rate adjustment reserve, if required
Subcontracts in OCs	Subcontract costs held in open commitments; Separate columns for each subcontractor must be provided and must identify the subcontractor. Subcontract cost held in open commitments should be inclusive of any indirect rates applied (including those applied by prime Contractor)

Other Separate columns identifying any other costs carried in open commitments

## **CONTRACT ORGANIZATION CHART**

### ***PURPOSE***

The purpose of the Contract Organization Chart is to provide NETL management with data relative to the number of Contractor Full-Time Equivalent (FTE's) employees assigned to each NETL organization they are supporting within a contract. This report will be used by Federal officials as an information source and project management tool on the distribution of contractor resources allocated to NETL organizations.

### ***FORM***

An Excel workbook (0013924-Org-Chart.xlsx) has been included as a sample template in Part III, Section J. The following is the suggested format for submission of this report.

### ***INSTRUCTIONS FOR COMPLETING THE ANNUAL CONTRACT DELIVERABLE***

Detailed guidance for completing the contractor's annual FTE Organization Chart excel template are provided within the Excel workbook.

## **SUBCONTRACT STATUS REPORT**

### ***PURPOSE***

The Subcontract Status Report provides detailed data relative to the number of Subcontractors within a designated contract. This report will be used by Federal personnel as an information source document and serves as a basis for fulfilling requests received from Headquarters, DOE and other external federal entities.

### ***FORM***

An Excel workbook (0013924-Subcontract-Status-Report.xls) has been included as a sample template in Part III, Section J. The following is the suggested format for submission of this report.

### ***INSTRUCTIONS***

<b><u>Item</u></b>	<b><u>Description</u></b>
1	Enter inclusive dates of current reporting period.
2	Enter the official contract title.
3	Enter the official contract number.
4	Enter the name and address of each subcontractor. Subcontractors are to be grouped by state.
5	Enter ZIP code plus the 4-digit ZIP code extension.
6	Enter the subcontractor's business type (i.e. Academia, Industry, National Lab, Non-Profit Organization, State, or Other). A list of business types can be found on the "Business Types" worksheet in the NETL Subcontract Status Report Excel workbook.
7	Enter the subcontractor's business classification (i.e. Small Business, Woman-Owned Small Business, etc). A list of business classifications can be found on the "Business Classifications" worksheet in the NETL Subcontract Status Report Excel workbook.
8	Enter the North American Industry Classification System (NAICS) code for the subcontractor listed under Item 4.
9	Enter the contract number in combination with CLIN, Sub-CLIN, Task, or Activity numbers (i.e. 0004009.205.01.03), consistent with the contract's Work Breakdown Structure as per the current Management Plan.
10	Enter the official title of the CLIN, Sub-CLIN, Task, or Activity entered in Item 9 above.
11	Enter the amount of actual costs incurred in the previous fiscal year.

- 12 Enter the amount of actual costs incurred plus the balance of the planned costs for the current fiscal year.
- 13 Enter the amount of planned costs for the following fiscal year, if any.
- 14 Enter the total cost (actual and balance of plan) for the project identified in Item 9 above.
- 15 Enter the date the subcontractor began work on the project.
- 16 Enter the date the subcontractor completed or the anticipated date the work is to be completed by the subcontractor.
- 17 Enter the name (first and last) of the federal program manager.
- 18 Enter the program number used to fund the CLIN/ Sub-CLIN /Task/Activity identified in Item 9.
- 19 Enter a brief description of the project.
- 20 Enter the type of subcontract awarded (i.e. Cost Plus Fixed Fee, Firm Fixed Price, Time-and-Material, etc.). A list of common contract types can be found on the "Common Contract Types" worksheet in the NETL Subcontract Status Report Excel workbook.
- 21 Enter "Competitive" or "Non-Competitive" depending on the method used in awarding the subcontract.
- 22 For a "Non-Competitive" entry in Item 21, enter the justification for awarding a non-competitive subcontract.
- 23 Did current team have the required expertise to perform the task prior to the subcontract being awarded? Enter either "YES" or "NO".
- 24 Enter a subtotal for each state.
- 25 Enter a grand total for all states included on the report.

***Special Instructions:***

For reporting purposes, each State will be listed and subtotaled separately.

For the purpose of this report, the following definitions apply:

Subcontractor = means any organization or person, other than the prime Contractor (to include major or critical subcontractor(s) or partners) who entered into a contractual agreement under the prime contract.

CLIN = Contract Line Item Number

DOE = Department of Energy

NAICS = North American Industry Classification System

NETL = National Energy Technology Laboratory

**ANNUAL INDIRECT RATE SUBMISSION**

In accordance with the Federal Acquisition Regulation (FAR) Subpart 42.7 – Indirect Cost Rates, the Contractor must submit an annual indirect cost proposal, reconciled to its financial statements, within six (6) months after the close of the Contractor’s fiscal year. The format and content of the indirect cost proposal should follow the Defense Contract Audit Agency’s (DCAA) Incurred Cost Electronically (ICE) Model in order to be considered an adequate proposal. DCAA’s ICE Model can be found on the DCAA website at: [http://www.dcaa.mil/ice\\_model.html](http://www.dcaa.mil/ice_model.html). The Contractor must submit its annual indirect cost proposal directly to the cognizant federal agency for negotiating and approving its indirect costs. If NETL is the cognizant agency, the Contractor must submit their annual indirect cost proposal directly to the NETL identified electronic file location for report submission. The Annual Indirect Rate Submission shall comply with the requirements of the "Annual Indirect Rate Submission" clause identified in Part I, Section H.

**HAZARDOUS SUBSTANCE PLAN**

The Contractor shall submit a Hazardous Substance Plan that shall specifically identify each hazardous substance (as defined under 40 CFR 261, Subpart D, entitled “Lists of Hazardous Wastes”) anticipated to be purchased, utilized or generated in the performance of this contract. For each such hazardous substance identified, the Plan shall specifically provide the following information:

- Description of Substance/Chemical
- EPA Hazardous Waste Number
- EPA Hazard Code

Anticipated Quantity to be purchased, utilized or generated  
Anticipated Hazardous Waste Transporter  
Anticipated Hazardous Waste Disposal Facility Contractor and Location (City/Municipality, State)  
Anticipated Treatment Method

### **HAZARDOUS WASTE REPORT**

The Contractor shall submit a Hazardous Waste Report that shall specifically identify each hazardous waste (as defined under 40 CFR 261, Subpart D, entitled “Lists of Hazardous Wastes”) actually utilized, or generated in the performance of this contract. For each such hazardous waste identified, the report shall specifically provide the following information:

Description of Substance/Chemical  
EPA Hazardous Waste Number  
EPA Hazard Code  
Actual Quantity Disposed  
Actual Hazardous Waste Transporter  
Actual Hazardous Waste Disposal Facility Contractor and Location (City/Municipality, State)  
Actual Disposal Date  
Actual Treatment Method

The Hazardous Waste Report is intended as a final reconciliation of anticipated versus actual hazardous substances purchased, utilized, or generated in the performance of this contract.

### **ES&H HOT LINE REPORT**

A. The ES&H Hot Line Report may be used to report a major breakthrough in research, development, or design; an event causing a significant schedule slippage or cost overrun; an environmental, safety and health violation; achievement of or failure to achieve an important technical objective; or any requirement for quickly documented direction or redirection. The report must be submitted by the most rapid means available, usually electronic, and is to confirm telephone conversations with the DOE Representatives. Identification as an “ES&H Hot Line Report” serves notice at each link in the delivery chain that “speed in handling” is required. The report must include:

1. Contractor’s name and address
2. Contract title and number
3. Date
4. Brief statement of problem or event
5. Anticipated impacts
6. Corrective action taken or recommended

B. ES&H Hot Line Reports are to be used to document incidents such as those listed below:

1. Any non-compliance with the provisions of the Part I, Section H, clause entitled “Environmental, Safety, and Health On-Site Service Contracts” is to be reported within three (3) calendar days unless specified otherwise below.
2. Any single fatality or injuries requiring hospitalization of five (5) or more individuals is to be immediately reported.
3. Any significant environmental permit violation is to be reported as soon as possible, but no later than 24 hours following the discovery of the incident.
4. Other incidents that have the potential for visibility in the media are to be reported as quickly as possible, but no later than 24 hours following the discovery of the incident.

5. Any failure resulting in damage to Government-owned equipment in excess of \$50,000 is to be reported as quickly as possible, but no later than 24 hours following the discovery of the failure.
  6. Any verbal or written Notice of Violation of any ES&H statutes arising from the performance of this contract is to be immediately reported.
  7. Any accidental spill or release that is in violation of any ES&H statutes arising from the performance of this contract is to be immediately reported.
  8. Any incident that causes a significant process- or hazard-control-system failure, or is indicative of one that may lead to any of the above-defined incidents, is to be reported as soon as possible, and must be reported within five (5) calendar days of discovery.
  9. Any unplanned event which is anticipated to cause a schedule slippage or cost increase significant to the project is to be reported within 24 hours.
- C. The requirement to submit ES&H Hot Line Reports for the incidents identified above is for the sole purpose of enabling DOE officials to respond to questions relating to such events from the media and other public. When an event results in the need to issue a written or verbal statement to the local media, the statement is to be cleared first, if possible, by NETL's Office of Public Affairs and coordinated with the Contracting Officer's Representative (COR), and the Contracting Officer.
- D. When an incident is reported, the Contractor shall conduct an investigation of its cause and make an assessment of the adequacy of resultant action. A written report is required no later than ten (10) calendar days following the incident and shall include an analysis of the pertinent facts regarding the cause, and a schedule of the remedial events and time periods necessary to correct the action.

**ES&H REPORTS (DOE O 231.1, M 231.1-1, O 232.1)**

- A. The Contractor shall provide information and reports to NETL in support of DOE's reporting requirements contained in DOE O 231.1, Environmental, Safety, and Health Reporting, DOE M 231.1-1, Environmental, Safety, and Health Reporting Manual, and DOE O 232.1, Occurrence Reporting and Processing of Operations Information. Content, form, schedule, and applications are provided in the DOE Orders and Manuals.
- B. Data, information, or reports include, but are not limited to, the following areas (if applicable):
1. Work-related fatalities, injuries, and illnesses among Contractor employees arising out of work performed primarily at DOE-owned or -leased facilities
  2. Work-hours and vehicle usage
  3. Estimated property valuation
  4. Interim exposure data reporting
  5. Annual exposure data reporting
  6. Radiological exposure to individuals
  7. Annual summary of fire damage
  8. Epidemiologic analyses-excess injuries and illnesses
  9. Occupational, safety, and health information in support of epidemiological studies conducted by external organizations

10. Quarterly DOE and NETL ES&H performance indicator data
  11. Annual site environmental reports
  12. Annual tabulation of ES&H and quality-related assessments conducted.
- C. As needed, information reports associated with the notification, recording and reporting requirements for accidents and/or incidents shall be prepared in accordance with 29 CFR 1904 and 1910. The Contracting Officer or his/her representative shall be provided with copies of all OSHA required documentation within ten (10) calendar days of the associated accident and/or incident.
- D. On a quarterly basis, the Contractor shall report on the following NETL environment, safety, and health indicators (if applicable):
1. Recordable Injury/Illness Rate (total number of OSHA-defined recordable injuries and illnesses/total hours worked).
  2. Lost Workday Case Rate (total number of OSHA defined lost workday cases/total hours worked)
  3. OSHA Cost Index (estimated cost of workplace-related injuries and illnesses)
  4. Hazardous Waste Generated (total cubic feet of hazardous waste shipped)
  5. Metrics and reporting information cited in the Contractor Integrated Safety Management (ISM) Plan

#### **INTEGRATED SAFETY MANAGEMENT PLAN**

An Integrated Safety Management (ISM) Implementation Plan shall be developed and submitted by the Contractor. The plan shall describe how the Contractor will implement ISM philosophy, as outlined in DOE P 450.4, Integrated Safety Management Policy, and in DOE G 450.4-1, Integrated Safety Management System Guide, into the planning, budgeting, executive, and assessment of work activities. The plan shall provide (1) a process approach to the integration of ISM's five steps (i.e., defining the scope of work, analyzing the hazards, developing and implementing controls, performing work safely, and ensuring performance) into its everyday work activities; (2) a specific management approach to demonstrate ISM's seven guiding principles (i.e., workforce responsibility and accountability; clear roles, responsibilities and authorities; competence commensurate with responsibilities; balance priorities; identification of ES&H standards and requirements; hazard controls tailored to work being performed; and work authorization); and (3) a discussion on how the execution of the Contractor's plan will successfully and cost-effectively integrate with NETL's own ISM and ES&H programs for on-site work to be conducted.

#### **PROPERTY MANAGEMENT SYSTEM**

This report shall consist of the Contractor's comprehensive written property management system. It shall address the Contractor's written system for controlling, protecting, preserving and maintaining all Government property. The report format shall be consistent with Contractor's system and shall as a minimum enable a comprehensive evaluation by the Government.

#### **PROPERTY IN THE CUSTODY OF CONTRACTORS (NETL F 580.1-8)**

This report includes **ALL** Government-owned Contractor-acquired and Government-furnished property and materials for which the Contractor is accountable to the Government. This report shall also include Government Property at subcontractor's plants and alternate locations.

## **REPORT OF PHYSICAL INVENTORY**

The Contractor is responsible for the management of Government Furnished Property (GFP) or Contractor Acquired Property under this contract in a manner consistent with the Federal Acquisition Regulation and the Department of Energy (DOE) personal property management program. This requires physical inventories to be conducted of the property provided under the contract at specified time frames. The inventories shall be conducted and comply with the requirements of the clause identified in Part I, Section H – "Government Property".

## **REPORT OF TERMINATION OR COMPLETION INVENTORY (SF-1428 AND SF-120)**

This report submitted on the SF-1428 and/or the SF-120 is due immediately upon completion or termination of the contract. The Contractor is required to perform and cause each subcontractor to perform a physical inventory, adequate for disposal purposes, of all Government property whether government furnished or contractor acquired applicable to the contract.

## **SERVICE CONTRACT INVENTORY**

Section 743(a) of Division C of the Consolidated Appropriations Act, 2010 (Pub. L. 111-117), requires agencies to report annually to the Office of Management and Budget (OMB) on activities performed by service contractors at both the prime and first-tier subcontractor levels. The total dollar amount invoiced and the number of direct labor hours expended on the services performed during the previous Government fiscal year are to be reported through the System for Award Management (SAM) by the Contractor. The information reported in the inventory will be made publicly accessible.

## **BIOBASED REPORTING**

The Contractor shall report the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30. The biobased report must be submitted electronically using the System for Award Management (SAM) at <http://www.sam.gov>. A copy of the report must also be submitted to the electronic file location identified for report submission.

## **EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REPORT**

The Contractor's demonstrated compliance with the rules, regulations and policies of the Equal Employment Opportunity (EEO) laws, DOE EEO directives (DOE O 311.1), NETL EEO directions (orders, operating plans, and procedures), and other requirements pursuant to the Energy Policy Act of 2005, Public Law 109-58, enacted August 8, 2008.

The compliance report shall address the following areas:

1. Provide information and data analysis on Contractor workplace by EEO categories (Blacks, Hispanics, Women, etc.) versus the Civilian Labor Force Index (CLF) for each category.
2. The number of EEO complaints filed during the year. The required data should include information on the basis for the complaint and complaint disposition. The basis should include complaints with specific categories such as age, religion, color, natural origin, sexual orientation, race, gender, etc.
3. Provide information on disciplinary actions and their disposition. Disciplinary actions should be grouped into three categories: (1) verbal/written actions; (2) suspensions; and (3) terminations. All data should be grouped by race and gender.
4. Summary of outreach efforts to attract women and minorities for employment and the result of such efforts.

5. Description of programs or efforts to retain women and minorities in their workplace.
6. Description and number of hours of EEO/Diversity training provided to employees.

### **KEY PERSONNEL STAFFING REPORT**

A report shall be filed providing information on the number of hours (by WBS element/task) that each of the key personnel listed in the contract have applied to the contract during the reporting time period.

### **CONTRACTOR BUSINESS TRAVEL**

The Contractor shall provide summary information of the air and ground transportation used in performance of this contract by the prime contractor and all subcontractors. This information will include the method of travel (plane, automobile, etc.).

#### ***FORM***

An Excel workbook (0013924-Business-Travel) has been included as a sample template in Part III, Section J. The following is the suggested format for submission of this report.

#### ***INSTRUCTIONS***

##### **General:**

1. Enter the contract title.
2. Enter the contract number.
3. Enter the applicable fiscal year.
4. Enter the name of the prime contractor.
5. Enter company point of contact and phone number for this data request
6. Provide a brief description of how the company collects and records this travel information on an annual basis.

NOTE: This report applies only to business travel during current fiscal year. Any business-related travel (not including commuting to/from work) should be reported.

##### **Air Travel Instructions:**

1. Enter the total number of round-trips taken within each categories identified.
2. Enter the total air miles traveled for each category identified.

##### **Ground Travel Instructions:**

1. Complete Sections A. Rental-Direct Fuel Purchase or B. Rental-Trip Mileage reporting process (not both), depending on information that is readily available to you. Also, if applicable complete Section C. POV Trip Mileage.
2. Identify data for each vehicle type (passenger car/SUV) and fuel type (gasoline/diesel) under each category
3. Don't provide duplicative information; for example, if you provide Direct Fuel Purchase, don't provide Rental Trip Mileage.



**J.5     ATTACHMENT B-1 – COST MANAGEMENT/INVOICE DETAIL/SUMMARY STAFFING  
REPORT/OPEN COMMITMENT DETAIL FORMS**

The Cost Management/Invoice Detail/Summary Staffing Report Forms are provided as a separate attachment entitled “0013924-CMR-Invoice-Staffing-OC.xlsx”.

**J.6     ATTACHMENT B-2 – CONTRACT ORGANIZATION CHART**

The Contract Organization Chart Forms are provided as a separate attachment entitled “**0013924-Org-Chart.xlsx**”.

**J.7     ATTACHMENT B-3 – SUBCONTRACT STATUS REPORT**

A sample template for the Subcontract Status Report Contract is provided as a separate attachment entitled **“0013924-Subcontract Status Report.xlsx”**.

**J.7     ATTACHMENT B-4 – CONTRACTOR BUSINESS TRAVEL REPORT**

A sample template for the Contractor Business Travel Report Form is provided as a separate attachment entitled “**0013924-Business-Travel.xlsx**”.

**J.8 ATTACHMENT C – POSITION QUALIFICATIONS**

Position Title	Minimum Qualifications
Application/Systems Architect	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree AND four years of related work experience <i>OR</i></li> <li>• Bachelor's Degree AND six years of related work experience <i>OR</i></li> <li>• Ten years of related work experience</li> </ul> <p><b>Intermediate</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree AND two years of related work experience <i>OR</i></li> <li>• Associate's Degree AND four years of related work experience <i>OR</i></li> <li>• Six years of related work experience</li> </ul> <p><b>Junior</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree <i>OR</i></li> <li>• Associate's Degree AND two years of related work experience <i>OR</i></li> <li>• Four years of related work experience</li> </ul>
Audio/Video Technician	<ul style="list-style-type: none"> <li>• Bachelor's Degree AND Two years of related work experience <i>OR</i></li> <li>• Associate's Degree AND four years of related work experience <i>OR</i></li> <li>• Six years of related work experience</li> </ul>
Business Systems Analyst	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in information technology or business-related AND Four years of related work experience <i>OR</i></li> <li>• Bachelor's Degree in information technology or business-related AND Six years of related work experience <i>OR</i></li> <li>• Ten years of related work experience</li> </ul> <p><b>Intermediate</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in information technology or business-related AND Two years of related work experience <i>OR</i></li> <li>• Associate's Degree in information technology or business-related AND four years of related work experience <i>OR</i></li> <li>• Six years of related work experience</li> </ul> <p><b>Junior</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in information technology or business-related <i>OR</i></li> <li>• Associate's Degree in information technology or business-related AND two years of related work experience <i>OR</i></li> <li>• Four years of related work experience</li> </ul>

Position Title	Minimum Qualifications
Chief Engineer/Enterprise Architect	<ul style="list-style-type: none"> <li>• Master's Degree in computer science, information technology, engineering, or related field AND six years of related work experience <i>OR</i></li> <li>• Bachelor's Degree in computer science, information technology, engineering, or related field AND eight years of related work experience <i>OR</i></li> <li>• Fourteen years of related work experience <i>AND</i></li> <li>• Experience with financial sector</li> </ul>
Client Systems Engineer	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree AND Four years of related work experience <i>OR</i></li> <li>• Bachelor's Degree AND Six years of related work experience <i>OR</i></li> <li>• Ten years of related work experience</li> </ul> <p><b>Intermediate</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree AND Two years of related work experience <i>OR</i></li> <li>• Associate's Degree AND four years of related work experience <i>OR</i></li> <li>• Six years of related work experience</li> </ul> <p><b>Junior</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree <i>OR</i></li> <li>• Associate's Degree AND two years of related work experience <i>OR</i></li> <li>• Four years of related work experience</li> </ul>

Position Title	Minimum Qualifications
Cyber Security Analyst	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in information technology or network security AND four years of related work experience <i>OR</i></li> <li>• Bachelor's Degree in information technology or network security AND six years of related work experience <i>OR</i></li> <li>• Ten years of related work experience</li> </ul> <p><i>AND</i></p> <ul style="list-style-type: none"> <li>• Industry security certifications</li> </ul> <p><b>Intermediate</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in information technology or network security AND two years of related work experience <i>OR</i></li> <li>• Associate's Degree in information technology or network security AND four years of related work experience <i>OR</i></li> <li>• Six years of related work experience</li> </ul> <p><b>Junior</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in information technology or network security <i>OR</i></li> <li>• Associate's Degree in information technology or network security AND two years of related work experience <i>OR</i></li> <li>• Four years of related work experience</li> </ul>
Cyber Security Architect/Engineer	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in engineering, computer science, information technology or network security AND four years of related work experience <i>OR</i></li> <li>• Bachelor's Degree in engineering, computer science, information technology or network security AND six years of related work experience <i>OR</i></li> <li>• Ten years of related work experience</li> </ul> <p><i>AND</i></p> <ul style="list-style-type: none"> <li>• Industry security certifications</li> </ul> <p><b>Intermediate</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in engineering, computer science, information technology or network security AND two years of related work experience <i>OR</i></li> <li>• Associate's Degree in engineering, computer science, information technology or network security AND four years of related work experience <i>OR</i></li> <li>• Six years of related work experience</li> </ul> <p><b>Junior</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in engineering, computer science, information technology or network security <i>OR</i></li> <li>• Associate's Degree in engineering, computer science, information technology or network security AND two years of related work experience <i>OR</i></li> <li>• Four years of related work experience</li> </ul>

Position Title	Minimum Qualifications
Information Technology (IT) Consultant/Desktop Technician/Support Engineer	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree AND Four years of related work experience <i>OR</i></li> <li>• Bachelor's Degree AND Six years of related work experience <i>OR</i></li> <li>• Ten years of related work experience</li> </ul> <p><b>Intermediate</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree AND Two years of related work experience <i>OR</i></li> <li>• Associate's Degree AND four years of related work experience <i>OR</i></li> <li>• Six years of related work experience</li> </ul> <p><b>Junior</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree <i>OR</i></li> <li>• Associate's Degree AND two years of related work experience <i>OR</i></li> <li>• Four years of related work experience</li> </ul>
Manager/Team Lead	<ul style="list-style-type: none"> <li>• Senior Level Qualifications for relevant area <i>AND</i></li> <li>• Two years of management/leadership experience <i>OR</i></li> <li>• Equivalent management/leadership training</li> </ul>



Position Title	Minimum Qualifications
Network Engineer	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in networking, computer science, or a related field AND four years of related work experience</li> <li><i>OR</i></li> <li>• Bachelor's Degree in networking, computer science, or a related field AND six years of related work experience</li> <li><i>OR</i></li> <li>• Ten years of related work experience</li> </ul> <p><i>AND</i></p> <ul style="list-style-type: none"> <li>• Cisco Certified Network Professional (CCNP) or equivalent</li> </ul> <p><b>Intermediate</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in networking, computer science, or a related field AND two years of related work experience</li> <li><i>OR</i></li> <li>• Associate's Degree in networking, computer science, or a related field AND four years of related work experience</li> <li><i>OR</i></li> <li>• Six years of related work experience</li> </ul> <p><i>AND</i></p> <ul style="list-style-type: none"> <li>• Cisco Certified Network Associate (CCNA) or equivalent</li> </ul> <p><b>Junior</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in networking, computer science, or a related field</li> <li><i>OR</i></li> <li>• Associate's Degree in networking, computer science, or a related field AND two years of related work experience</li> <li><i>OR</i></li> <li>• Four years of related work experience</li> </ul> <p><i>AND</i></p> <ul style="list-style-type: none"> <li>• Cisco Certified Technician (CCT) or equivalent</li> </ul>

Position Title	Minimum Qualifications
Oracle Database Administrator (DBA)	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in software engineering, computer engineering, computer science, information technology, or a related field AND four years of experience working on ORACLE databases performing modeling and administration <i>OR</i></li> <li>• Bachelor's Degree in software engineering, computer engineering, computer science, information technology, or a related field AND six years of experience working on ORACLE databases performing modeling and administration <i>OR</i></li> <li>• Ten years of experience working on ORACLE databases performing modeling and administration</li> </ul> <p><b>Intermediate</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in software engineering, computer engineering, computer science, information technology, or a related field AND two years of experience working on ORACLE databases performing modeling and administration <i>OR</i></li> <li>• Associate's Degree in software engineering, computer engineering, computer science, information technology, or a related field AND four years of experience working on ORACLE databases performing modeling and administration <i>OR</i></li> <li>• Six years of experience working on ORACLE databases performing modeling and administration</li> </ul> <p><b>Junior</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in software engineering, computer engineering, computer science, information technology, or a related field <i>OR</i></li> <li>• Associate's Degree in software engineering, computer engineering, computer science, information technology, or a related field AND two years of experience working on ORACLE databases performing modeling and administration <i>OR</i></li> <li>• Four years of experience working on ORACLE databases performing modeling and administration</li> </ul>

Program Manager	<ul style="list-style-type: none"> <li>• Master's Degree in information technology, engineering, business-related field, or related field AND six years in management of a diversified workforce and geographically disbursed work environment <i>OR</i></li> <li>• Bachelor's Degree in information technology, engineering, business-related field, or related field AND eight years in management of a diversified workforce and geographically disbursed work environment <i>OR</i></li> <li>• Fourteen years in management of a diversified workforce and geographically disbursed work environment <i>AND</i></li> <li>• Project Management Professional certification</li> </ul>
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Position Title	Minimum Qualifications
SharePoint Administrator/Developer	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree AND four years of SharePoint administration/development experience <i>OR</i></li> <li>• Bachelor's Degree AND six years of SharePoint administration/development experience <i>OR</i></li> <li>• Ten years of SharePoint administration/development experience</li> </ul> <p><b>Intermediate</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree AND two years of SharePoint administration/development experience <i>OR</i></li> <li>• Associate's Degree AND four years of SharePoint administration/development experience <i>OR</i></li> <li>• Six years of SharePoint administration/development experience</li> </ul> <p><b>Junior</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree <i>OR</i></li> <li>• Associate's Degree AND two years of SharePoint administration/development experience <i>OR</i></li> <li>• Four years of SharePoint administration/development experience</li> </ul>

Software Engineer/Applications Developer	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in software engineering, computer engineering, computer science, information technology, or a related field AND four years of practical experience in programming and coding <i>OR</i></li> <li>• Bachelor's Degree in software engineering, computer engineering, computer science, information technology, or a related field AND six years of practical experience in programming and coding <i>OR</i></li> <li>• Ten years of practical experience in programming and coding</li> </ul> <p><b>Intermediate</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in software engineering, computer engineering, computer science, information technology, or a related field AND two years of practical experience in programming and coding <i>OR</i></li> <li>• Associate's Degree in software engineering, computer engineering, computer science, information technology, or a related field AND four years of practical experience in programming and coding <i>OR</i></li> <li>• Six years of practical experience in programming and coding</li> </ul> <p><b>Junior</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in software engineering, computer engineering, computer science, information technology, or a related field <i>OR</i></li> <li>• Associate's Degree in software engineering, computer engineering, computer science, information technology, or a related field AND two years of practical experience in programming and coding <i>OR</i></li> <li>• Four years of practical experience in programming and coding</li> </ul>
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Position Title	Minimum Qualifications
SQL Database Administrator (DBA)	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in software engineering, computer engineering, computer science, information technology, or a related field AND four years of experience working on SQL databases performing modeling and administration <i>OR</i></li> <li>• Bachelor's Degree in software engineering, computer engineering, computer science, information technology, or a related field AND six years of experience working on SQL databases performing modeling and administration <i>OR</i></li> <li>• Ten years of experience working on SQL databases performing modeling and administration</li> </ul> <p><b>Intermediate</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in software engineering, computer engineering, computer science, information technology, or a related field AND two years of experience working on SQL databases performing modeling and administration <i>OR</i></li> <li>• Associate's Degree in software engineering, computer engineering, computer science, information technology, or a related field AND four years of experience working on SQL databases performing modeling and administration <i>OR</i></li> <li>• Six years of experience working on SQL databases performing modeling and administration</li> </ul> <p><b>Junior</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in software engineering, computer engineering, computer science, information technology, or a related field <i>OR</i></li> <li>• Associate's Degree in software engineering, computer engineering, computer science, information technology, or a related field AND two years of experience working on SQL databases performing modeling and administration <i>OR</i></li> <li>• Four years of experience working on SQL databases performing modeling and administration</li> </ul>
System Administrator	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree AND four years of related work experience <i>OR</i></li> <li>• Bachelor's Degree AND six years of related work experience <i>OR</i></li> <li>• Ten years of related work experience</li> </ul> <p><i>AND</i></p> <ul style="list-style-type: none"> <li>• Microsoft Technology Associate (MTA), Microsoft Certified Solutions Associate (MCSA), Microsoft Certified Solutions Expert (MCSE), Red Hat Certified System Administrator (RHCSA), VMware Data Center Virtualization Certification or relevant subject matter equivalent certification</li> </ul> <p><b>Intermediate</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree AND two years of related work experience <i>OR</i></li> <li>• Associate's Degree AND four years of related work experience <i>OR</i></li> <li>• Six years of related work experience</li> </ul> <p><b>Junior</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree <i>OR</i></li> <li>• Associate's Degree AND two years of related work experience <i>OR</i></li> <li>• Four years of related work experience</li> </ul>

Position Title	Minimum Qualifications
Telephone Technician	<ul style="list-style-type: none"><li>• Bachelor's Degree AND two years of Private Branch Exchange (PBX) experience <i>OR</i></li><li>• Associate's Degree AND four years of Private Branch Exchange (PBX) experience <i>OR</i></li><li>• Six years of Private Branch Exchange (PBX) experience</li></ul>

**J.9      ATTACHMENT D – WAGE DETERMINATIONS/COLLECTIVE BARGAINING AGREEMENTS**

The following list of Department of Labor Wage Determinations and Collective Bargaining Agreements (CBA) are incorporated in this contract and are provided in a separate file attachment entitled **“0013924-WD-CBA.pdf”**.