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## SECTION B - SUPPLIES OR SERVICES/PRICES

\* See Chief Information Officer – Solutions and Partners 3 (CIO-SP3) 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-Award-Fee (CPAF) 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)**

CLIN 00001 – Client Delivery (Firm-Fixed Price – inclusive of NCAF)	(TBD)
CLIN 00002 – Infrastructure (Firm-Fixed Price – inclusive of NCAF)	(TBD)
CLIN 00003 – Applications (Firm-Fixed Price – inclusive of NCAF)	(TBD)
CLIN 00004 – Cybersecurity (Firm-Fixed Price – inclusive of NCAF)	(TBD)
CLIN 00005 – Research (Cost-Plus-Award-Fee)	(TBD)
Estimated DPLH	(TBD)
Estimated Cost (based on level of effort)	(TBD)
NCAF	(TBD)
Activity 00005a – High Performance Computing (HPC) (Cost-Plus-Award-Fee)	(TBD)
Estimated DPLH	(TBD)
Estimated Cost (based on level of effort)	(TBD)
NCAF	(TBD)
Activity 00005b – Energy Data Exchange (Cost-Plus-Award-Fee)	(TBD)
Estimated DPLH	(TBD)
Estimated Cost (based on level of effort)	(TBD)
NCAF	(TBD)
CLIN 00006 – Operations and Maintenance Actions Indefinite Delivery-Indefinite Quantity (IDIQ) – Firm-Fixed Price IDIQ	(TBD)
(See PWS)	

Minimum Guarantee: \$3,500.00  
Maximum: \$1,980,000.00

CLIN 00007 – Operations and Maintenance Actions Indefinite Delivery-Indefinite Quantity (IDIQ) – Cost-Plus-Award-Fee IDIQ (TBD)

(See PWS)

Minimum Guarantee: \$3,500.00  
Maximum: \$1,980,000.00

CLIN 0008 – Transition (Cost, No Fee – Inclusive of NCAF) (TBD)

**Option Period 1 (37<sup>th</sup> month through 60<sup>th</sup> month)**

CLIN 00001 – Client Delivery (Firm-Fixed Price – inclusive of NCAF) (TBD)

CLIN 00002 – Infrastructure (Firm-Fixed Price – inclusive of NCAF) (TBD)

CLIN 00003 – Applications (Firm-Fixed Price – inclusive of NCAF) (TBD)

CLIN 00004 – Cybersecurity (Firm-Fixed Price – inclusive of NCAF) (TBD)

CLIN 00005 – Research (Cost-Plus-Award-Fee) (TBD)

Estimated DPLH (TBD)

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

NCAF (TBD)

Activity 00005a – High Performance Computing (HPC) (Cost-Plus-Award-Fee) (TBD)

Estimated DPLH (TBD)

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

NCAF (TBD)

Activity 00005b – Energy Data Exchange (Cost-Plus-Award-Fee) (TBD)

Estimated DPLH (TBD)

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

NCAF (TBD)

CLIN 00006 – Operations and Maintenance Actions Indefinite Delivery-Indefinite Quantity (IDIQ) – Firm-Fixed Price IDIQ (TBD)

(See PWS)

Minimum Guarantee: \$3,500.00

Maximum: \$1,320,000.00

CLIN 00007 – Operations and Maintenance Actions Indefinite Delivery-Indefinite Quantity (IDIQ) – Cost-Plus-Award -Fee IDIQ (TBD)

(See PWS)

Minimum Guarantee: \$3,500.00

Maximum: \$1,320,000.00

The following is provided for informational purposes only and should not be considered part of the total awarded price of this contract, or as part of the overall period of performance, until such time as the Government elects to exercise FAR clause 52.217-8 Option to Extend Services, either in part or in its entirety. The below pricing

represents an example of pricing for a six-month extension after the last option period. This pricing is only an illustrative example. Actual pricing for an extension under FAR 52.217-8 will be assessed at the time of the option exercise and is likely to be different from the below pricing. The Government may require continued performance of any services within the limits and the rates specified in the contract. Contract rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option to extend services under this clause may be exercised more than once, but the total extension of performance shall not exceed 6 months.

CLIN 00001 – Client Delivery (Firm-Fixed Price – inclusive of NCAF)	(TBD)
CLIN 00002 – Infrastructure (Firm-Fixed Price – inclusive of NCAF)	(TBD)
CLIN 00003 – Applications (Firm-Fixed Price – inclusive of NCAF)	(TBD)
CLIN 00004 – Cybersecurity (Firm-Fixed Price – inclusive of NCAF)	(TBD)
CLIN 00005 – Research (Cost-Plus-Award-Fee)	(TBD)
Estimated DPLH	(TBD)
Estimated Cost (based on level of effort)	(TBD)
NCAF	(TBD)
Activity 00005a – High Performance Computing (HPC) (Cost-Plus-Award-Fee)	(TBD)
Estimated DPLH	(TBD)
Estimated Cost (based on level of effort)	(TBD)
NCAF	(TBD)
Activity 00005b –Energy Data Exchange (Cost-Plus-Award-Fee)	(TBD)
Estimated DPLH	(TBD)
Estimated Cost (based on level of effort)	(TBD)
NCAF	(TBD)
CLIN 00006 – Operations and Maintenance Actions Indefinite Delivery-Indefinite Quantity (IDIQ) – Firm-Fixed Price IDIQ	(TBD)
(See PWS)	
Minimum Guarantee: \$3,500.00	
Maximum: \$330,000.00	
CLIN 00007 – Operations and Maintenance Actions Indefinite Delivery-Indefinite Quantity (IDIQ) – Cost-Plus-Award-Fee IDIQ	(TBD)
(See PWS)	
Minimum Guarantee: \$3,500.00	
Maximum: \$330,000.00	

(End of clause)

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

The estimated total value of this contract, inclusive of CLINs, options, and Maximum Available Award Fee Pool is \$TBD. This is not a requirements type contract, as described in the Federal Acquisition Regulation (FAR), Section 16.503.

(End of clause)



### B.3 LIMITATION OF FUNDS

Pursuant to FAR 52.232-22, "Limitation of Funds," total funds in the amount of \$(TBD) are obligated herewith and made available for payment of allowable costs and award fee to be incurred from the effective date of this contract through the period estimated to end (TBD).

(End of clause)

### B.4 DISTRIBUTION OF PERFORMANCE AWARD FEE

FEE PERIOD	FEE PERIOD BEGINNING DATE	FEE PERIOD ENDING DATE	AVAILABLE AWARD FEE POOL	FEE EARNED
1	TBD	TBD	*	**
2	TBD	TBD	*	**
3	TBD	TBD	*	**
4	TBD	TBD	*	**
5	TBD	TBD	*	**

\*Reference paragraph C contained in Section H, clause entitled Performance Based Award Fee. The Available Award Fee Pool is the sum of all award fee negotiated at the CLIN level, rolled up to a total contract amount for the fee period identified (e.g., all Cost Plus Award Fee CLINs with performance during the specified fee period dates will have the fee (negotiated, agreed upon, and identified on the CLINs) rolled together into one total contract amount (as identified in the above available award fee pool column) for the months of performance that are within the dates specified for each fee period). The Available Award Fee Pool shall be filled in (through contract modification) for each fee period. For example, if a cost plus award CLIN has a twelve month period of performance (example: 08/01/2020 through 07/31/2021) which included a negotiated award fee of \$2M a month, then the total available award fee pool for that CLIN is \$24M for fee period 1.

NOTE: Unearned fee in any given period shall not be carried forward or "rolled-over" in subsequent periods.

Using the above example, if the Contractor earns \$21M in award fee from the available award fee pool identified for fee period 1 (\$24M), the unearned fee (\$3M) is foregone and will not be rolled over into the second fee period (i.e., the available award fee pool for fee period 2 remains unchanged).

\*\*The Fee Earned column shall be filled in (through contract modification) based on the total amount of fee earned under all of the CLINs for each fee period identified.

In the event the Government exercises an option period, the additional Fee Periods will be added to the table above. In the event of contract termination, award fee will be handled in accordance with FAR 52.249-6.

(End of clause)

### B.5 LIMITATION OF GOVERNMENT'S OBLIGATION

(a) This contract's CLIN 00001, CLIN 00002, CLIN 00003, CLIN 00004, and CLIN 00006 contain Federal Acquisition Regulation fixed prices and contract terms and conditions as set forth in the contract, with the exceptions that: CLIN 00001, CLIN 00002, CLIN 00003, CLIN 00004, CLIN 00006, or all may be incrementally funded; and if a CLIN is incrementally funded as set forth in the contract, in the event of termination before it is fully funded the Government's maximum liability for the CLIN will be the lower of the amount of funds allotted to the CLIN or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each CLIN there is

- 1) a fixed price;
  - 2) a specified scope of work that corresponds to the fixed price;
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- 3) an anticipated funding schedule that corresponds to the fixed price and the specified scope of work (the parties contemplate that the Government will allot some funds upon execution of the contract);
- 4) a Government maximum obligation to the Contractor equal to the funds allotted to the contract for the CLIN;
- 5) if the Government incrementally allots funds, both a fixed price for the services the allotted funds cover and a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
- 6) an obligation that the Government will pay the Contractor only for the work the Contractor performed: for which funds were allotted; and based only on the fixed price for the services the allotted funds covered (established when the funds were allotted) and the portion of the services performed, not the costs the Contractor may actually incur.

(b) For each CLIN

- 1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN and the total amount of funds allotted by the Government to the contract for the CLIN is the fixed price of the work for which the funds are allotted;
- 2) the Contractor explicitly agrees the fixed price in the contract reflects (that is, includes or encompasses any additional amount) and any subsequent negotiated fixed price reflects for each of the fixed-price CLINs included in this contract:
  - i. any additional complexities, challenges, and risks (including all risks, costs or otherwise, associated with any potential termination for convenience, or other risks as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and
  - ii. the specific risk that in the event of termination of an incrementally funded CLIN before the CLIN is fully funded, the Contractor could receive less than the amount the Termination for Convenience (Fixed-Price) clause of this contract would usually permit, that is, the Government is only obligated to provide to the contractor the lower of the amount of the allotted funds or the amount as determined under the Termination for Convenience (Fixed-Price) clause of this contract;
- 3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;
- 4) if additional funds become available and the Government still has a need for the services in the Contract, the Government will allot funds periodically to the CLIN, the Contractor will continue performance and will provide a specified and fixed amount of work for the additional funds allotted, and the Government will pay the Contractor based on the price of the fixed amount work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and
- 5) the Contractor agrees to provide the specified and fixed amount of work for the fixed price identified in the Contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.

(c) For each CLIN

- 1) The fixed price (of both the entire CLIN and of the current cumulative amount of funds allotted to the CLIN at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;
- 2) The contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and
- 3) If the Government meets the entire Planned Funding Schedule,
  - i. the cumulative amount of funds allotted will equal the CLIN's fixed price and
  - ii. the Contractor shall provide the entire scope of work the Contract requires for the CLIN.

(d) The fixed price for each CLIN is listed in Section B of this contract.

(e) The Planned Funding Schedule for each CLIN is in paragraph (n) of this clause. The sum of the planned funding for each CLIN equals the fixed price of the CLIN.

(f) The Actual Funding Schedule for each CLIN is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for CLIN 00001, CLIN 00002, CLIN 00003, CLIN 00004, and CLIN 00006 and the specific work to be performed for the funds allotted.

- 1) The Contractor may submit an invoice under a CLIN only after the Government has allotted funds to the CLIN and the Contractor has provided services in accordance with the terms and conditions of the Contract. The Contractor may submit an invoice for only the lower of the two preceding amounts, that is, the lower of
  - i. the amount of allotted funds for the specified work (which is the amount of the fixed price of the specified work) or
  - ii. the amount equal to the portion of the fixed price for the specified work the Contractor has earned by providing a portion of the fixed work.

(g) If during the course of this contract the Government is allotting funds to a CLIN per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple fixed price contract for that CLIN regardless of the rate at which the Contractor is, or is not, earning amounts payable, and

- 1) The Government's and the Contractor's obligations under the contract for the CLIN— with the exception that the Government's obligation for the CLIN is limited to the total amount of funds allotted by the Government to the CLIN and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN were both fixed price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the contract for that CLIN; and neither the fixed-price for the CLIN nor any other term or condition of the contract will be affected due to the CLIN's being incrementally funded.
  - i. The Contractor agrees, for example, if the Government allots funds to a CLIN per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN, the Government has met all of its obligations just as if the CLIN were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the CLIN were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contractor earns amounts payable at any time in performing work for the CLIN that exceed the total amount of funds allotted by the Government to the contract for the CLIN
    - A. it (not the Government) will be liable for those excess amounts payable
    - B. it will remain liable for its obligations under every term or condition of the contract and
    - C. if it fulfills all of its obligations for that CLIN and the Government allots funds to the CLIN equal to the CLIN's fixed price, the Government will pay it the fixed price for the CLIN and no more.
  - ii. The Contractor also agrees, for example, if the Government allots funds to a CLIN by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the contract as if the CLIN were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN were fully funded; consequently, if the Government subsequently terminates the CLIN it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

(h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the total amount payable by the Government, which is the portion of the price of the services the allotted funds cover that the Contractor

has earned, for the CLIN in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN by the Government.

- 1) The notification is for the Government’s planning purposes only and does not change any obligation of either the Government or the Contractor.
- 2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN.
- 3) The Government may require the Contractor to continue performance of that CLIN for as long as the Government allots funds for that CLIN sufficient to cover the amount payable for that CLIN.

(i) If the Government does not allot funds to a CLIN per or earlier than its Planned Funding Schedule, the Contractor may be entitled to an equitable adjustment and

- 1) the Government’s maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that CLIN;
- 2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the contract;
- 3) if the Government subsequently terminates the contract or the CLIN, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the CLIN; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

(j) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for each CLIN—

- 1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the CLIN; and
- 2) The Contractor is not obligated to continue performance under this contract related to the CLIN in excess of the amount allotted to the contract (which is also both the maximum amount payable and the price of the services the allotted funds cover) by the Government 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 the CLIN.

(k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract for a CLIN, which will remain at all times the Government’s maximum liability for a CLIN. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN in excess of the total amount allotted by the Government to this contract for a CLIN.

(l) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government’s maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN unless they contain a statement increasing the amount allotted.

(m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.

(n) Planned Funding Schedule

CLIN 00001

Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished
	TBD	See PWS	TBD	See PWS

CLIN 00002

Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished

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	TBD	See PWS	TBD	See PWS
CLIN 00003				
Date	Funds To Be Allotted TBD	Work To Be Accomplished See PWS	Cumulative Funds To Be Allotted TBD	Cumulative Work To Be Accomplished See PWS
CLIN 00004				
Date	Funds To Be Allotted TBD	Work To Be Accomplished See PWS	Cumulative Funds To Be Allotted TBD	Cumulative Work To Be Accomplished See PWS
CLIN 00006				
Date	Funds To Be Allotted TBD	Work To Be Accomplished See PWS	Cumulative Funds To Be Allotted TBD	Cumulative Work To Be Accomplished See PWS
(o) Actual Funding Schedule				
CLIN 00001				
Date	Funds Allotted TBD	Work To Be Accomplished See PWS	Cumulative Funds Allotted TBD	Cumulative Work To Be Accomplished See PWS
CLIN 00002				
Date	Funds Allotted TBD	Work To Be Accomplished See PWS	Cumulative Funds Allotted TBD	Cumulative Work To Be Accomplished See PWS
CLIN 00003				
Date	Funds To Be Allotted TBD	Work To Be Accomplished See PWS	Cumulative Funds To Be Allotted TBD	Cumulative Work To Be Accomplished See PWS
CLIN 00004				
Date	Funds To Be Allotted TBD	Work To Be Accomplished See PWS	Cumulative Funds To Be Allotted TBD	Cumulative Work To Be Accomplished See PWS
CLIN 00006				
Date	Funds To Be Allotted TBD	Work To Be Accomplished See PWS	Cumulative Funds To Be Allotted TBD	Cumulative Work To Be Accomplished See PWS

(End of clause)

## **SECTION C - DESCRIPTION/SPECIFICATIONS**

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

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

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

(End of clause)

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

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

(End of clause)

## **SECTION D - PACKAGING AND MARKING**

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

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

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

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

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

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

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

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

(End of clause)

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

\* See Chief Information Officer – Solutions and Partners 3 (CIO-SP3) 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.

(End of clause)



## **SECTION F - DELIVERIES OR PERFORMANCE**

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

### **F.1 DOE-F-2003 PERIOD OF PERFORMANCE (OCT 2014)**

The Contractor shall commence performance of this contract in accordance with the contract terms and conditions as described below:

#### **TRANSITION**

The transition shall commence on the award date (or on another date, as specified by the Contracting Officer) and continue through the full assumption of contract performance (effective date of award). It is expected that this shall be approximately a 90-day transition.

#### **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 the option period.

#### **OPTION I**

If Option I is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of **twenty-four (24) months** (months thirty-seven (37) through sixty (60)).

#### **OPTION IN ACCORDANCE WITH FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

If the Option in accordance with FAR 52.217-8 Option to Extend Services (NOV 1999) is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall not exceed a period of **six (6) months** (months sixty (60) through sixty-six (66)).

(End of clause)

### **F.2 DOE-F-2002 PLACE OF PERFORMANCE – SERVICES (OCT 2014)**

The principal places of performance under this contract shall be at the National Energy Technology Laboratory, research centers in Morgantown, WV; Pittsburgh, PA; and Albany, OR. 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.

(End of clause)

## SECTION G - CONTRACT ADMINISTRATION DATA

\* See Chief Information Officer – Solutions and Partners 3 (CIO-SP3) 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., (TBD at time of award) and identifying the specific contract action requested.

(End of clause)

## **G.2 DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014)**

The Contracting Officer is responsible for administration of the contract. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled Contracting Officer's Representative, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

- (a) Assign additional work within the general scope of the contract.
- (b) Issue a change in accordance with the clause entitled Changes.
- (c) Change the cost or price of the contract.
- (d) Change any of the terms, conditions, specifications, or services required by the contract.
- (e) Accept non-conforming work.
- (f) Waive any requirement of the contract.

(End of clause)

## **G.3 DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)**

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

(End of clause)

## **G.4 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

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) approves a change in the billing rates, include a copy of the approval. Indirect rate information and supporting documentation shall be submitted directly to the Contract Specialist or Contracting Officer.

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, award fee (if applicable), and DPLH as indicated below:

	Current Period	Cumulative Amount
Cost Incurred	XXXX	XXXX
Award Fee (if applicable)	XXXX	XXXX
DPLH	XXXX	XXXX

D. Submission of Voucher

Submit the original voucher including the Supporting Documentation 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. In the event that an electronic submission cannot be completed, send a hard copy to:

U.S. Department of Energy  
Oak Ridge Financial Services Center  
P.O. Box 6017  
Oak Ridge, TN 37831

In addition, submit one electronic copy to the Contract Specialist and the COR of the voucher including the Supporting Documentation to the provided electronic folder location. If an electronic copy cannot be completed, send a hard copy to the following address:

U.S. Department of Energy  
National Energy Technology Laboratory  
3610 Collins Ferry Road  
Morgantown, WV 26505-2353

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 – System for Award Management” 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 [TBD]. The Contracting Officer’s Representative (COR) for the purposes of monitoring and coordinating the technical requirements of this contract is [TBD].

(End of clause)

**G.5 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.

(End of clause)

## **G.6 ACCOUNTABILITY OF COSTS/SEGREGATION**

All costs incurred by the Contractor under this contract shall be segregated by each CLIN. The Contractor shall, therefore, establish separate “Job Order Accounts and Numbers” for each CLIN issued and shall record all incurred costs in the appropriate job order account assigned each CLIN.

(End of clause)

## **G.7 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.

(End of clause)

## **G.8 ANNUAL WORK OPERATING PLAN (COST-PLUS-AWARD-FEE CLINS ONLY)**

The Contractor shall incur costs under this contract only in the performance of work authorized by the Contracting Officer (CO) based on the requirements identified in the Statement of Work (SOW), Office of Research and Development (ORD) Annual Work Requirements, and the approved Contractor Work Operating Plan. No other costs are authorized without the express written consent of the CO.

- A. Prior to the start of each fiscal year, the CO shall provide to the Contractor an ORD Annual Work Requirements document.
  - 1. NETL’s ORD is responsible for planning and implementation of on-site research programs. These programs are designed to support development of energy related technologies to meet the nation’s needs for clean, efficient energy systems with minimal environmental footprint. Research planning is integrated around Focus Areas representing NETL core competencies and is driven by a Focus Area Leader (FAL). The planning process is designed to support NETL key technologies as well as to develop new initiatives for future programs that match the needs of the nation with NETL core competencies. On an annual basis, the FAL’s solicit research ideas from the ORD staff, NETL technology managers and research support Contractors. The FAL’s then work with Technology Managers and ORD Division Directors to select projects and determine funding levels. The result is a comprehensive approach to solving specific technology issues critical to NETL which includes applied R&D focused on important new technologies with targeted fundamental research projects to accelerate this technology development. This information will then be utilized to develop the ORD Annual Work Requirements document.
  - 2. ORD Annual Work Requirements document shall further define the technical direction of research projects for the next fiscal year.
- B. Within fifteen (15) calendar days after the issuance of the ORD Annual Work Requirements document, or as otherwise directed by the CO, the Contractor shall prepare and submit a Contractor Work Operating Plan for review and approval (or rejection). Contractor Work Operating Plans shall include:
  - 1. A separate Cost Plan for each CLIN identified in Section B1 of this contract. The Cost Plan shall propose cost against a work breakdown structure. This Cost Plan shall be in sufficient detail to demonstrate all estimated costs at the lowest level of work breakdown structure to identify all costs associated with each CLIN of the work identified and shall align with the estimated DPLH listed for each CLIN:
    - a. Estimated Cost and Direct Productive Labor Hours (DPLH) by labor category on a monthly basis, including overtime (if authorized), and total DPLH, including subcontractor and consultant DPLH, if applicable;
    - b. Travel, training, equipment, supplies, and materials estimate;

- c. Estimated subcontractors and consultants costs, including DPLH if applicable. (Subcontractor and consultant costs need to be provided at same level of detail as the prime);
  - d. Other pertinent information (e.g., indirect costs, inter-divisional transfers);
  - e. Estimated computer time and cost, if applicable.
2. A corresponding milestone schedule;
  3. A corresponding monthly staffing plan detailing proposed direct productive man-hours by labor categories;
  4. A Technical Approach Plan detailing the method to accomplishing the work identified in the SOW and ORD Annual Work Requirements document;
  5. Any known impacts to other previously authorized work.
- C. The CO may reject all or part of the Contractor Work Operating Plan. If rejected, the Contractor shall revise and resubmit within 10 (ten) calendar days from the rejection notification.
- D. Upon acceptance of the Contractor Work Operating Plan, the Contractor shall commence work.
- E. When “incurred cost to date” plus “the projected cost to complete” is expected to vary by plus or minus ten percent (based on individual Cost Plans by CLIN) from the Contractor Work Operating Plan, the Contractor shall promptly submit a written explanation for the variance and a revised Cost Plan for that specific CLIN to the CO. Upon acceptance, work shall be considered authorized at the revised estimate on the Cost Plan. No authorization will be provided for the subsequent Annual Plans if the necessary adjustments have not been made to the existing plan.
- F. On a quarterly basis, the Contractor shall review their Contractor Work Operating Plan to determine if the Technical Approach and Cost Plan are still in line with the Government’s written technical direction of work. If a revision is determined to be necessary, the Contractor shall promptly submit a revised Contractor Work Operating Plan.
- G. Deliverables may consist of statements, charts, reports, briefing notes, tabulations, view graphs, and other forms of presentation as appropriate.

This ordering procedure is of a lesser order of precedence than the “Limitation of Cost,” “Limitation of Funds,” “Completion Dates,” “Term of Contract,” or “Level of Effort” clauses of the contract. The Contractor is not authorized to incur costs which are not in compliance with any of those clauses of the contract.

(End of clause)

## **G.9 PAYMENT OF PERFORMANCE AWARD FEE**

The Government will promptly make payment of any award fee earned upon submission by the Contractor to the Contracting Officer of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment shall be made based upon an authorization letter from the Fee Determination Official (FDO) and without the need for a contract modification. The Contractor shall submit a separate invoice (i.e., apart from regular monthly invoice) based on the FDO’s fee notice to the Government for payment.

(End of clause)

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

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

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

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

(End of clause)

### **H.2 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:
1. 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 Performance Work Statement.
  2. Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
  3. 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:
1. Constitutes an assignment of additional work outside the Performance Work Statement;
  2. Constitutes a change as defined in the contract clause entitled "Changes";
  3. In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
  4. Changes any of the expressed terms, conditions or specifications of the contract; or
  5. Interferes with the Contractor's right to perform the terms and conditions of the contract.
- 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:
1. Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract; or



2. 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."

(End of clause)

### **H.3 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.

(End of clause)

### **H.4 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 clauses relating to property management herein. The Contractor is responsible for flowing down the requirements to subcontractors at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.
- B. Acquisition Authorization Requirements - The Contractor is not authorized to acquire as a direct charge item under this contract any equipment (including office equipment), furniture, fixtures or other personal property items without the express written consent of the Contracting Officer (CO) or as otherwise noted in this clause.
  1. In the course of performance of this contract, the Contractor may only acquire and direct charge to this contract replacement items for those items on the "Government Furnished Property (GFP) list" as directed by the CO or their designee (acquisition for replacement items will only be considered when it is not economically reasonable to repair).
  2. The Contractor may request authorization for acquisition of additional items (Contractor acquired property - not already on the GFP list) from the Contracting Officer. Request(s) for consideration shall be in written format and include a description of the item (including manufacturer and model number, serial number, and/or National Stock Number (NSN)), unit acquisition cost, quantity and unit of measure, and a brief rationale on the need for the item. Any such request shall include an analysis of the most economical method of acquisition (e.g., lease versus purchase) and shall describe any material equity arising from any proposed lease arrangement, such as option credits.
  3. In accordance with section D of this clause or upon request of the CO, the Contractor shall be required to provide a listing of all property under the control of the Contractor.

4. Authorization to acquire does not constitute consent to the placement of a subcontract.

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

1. Government property includes all “GFP” and “Contractor Acquired Property” that is a direct charge to this contract.
2. The Contractor shall establish, implement, and maintain a cost-effective, risk-based personal property management program to manage personal property from receipt, to use, to final disposition processing by acceptable means. The personal property management program is to be used for all Government property under this contract (GFP and Contractor Acquired Property).
3. Contractors may use Voluntary Consensus Standards (VCS), such as ASTM International, or Industry Leading Practices (ILP), to the greatest degree practical for the management of personal property, as deemed appropriate by the Property Administrator (PA)/Organizational Property Management Officer (OPMO) as designated by the CO.
4. In accordance with FAR Part 45 Government property that is incidental to the place of performance (i.e., office space, chairs, telephones, computers, printers, and fax machines) are not covered by this clause - when the contract requires Contractor personnel to be located on a Government site or installation, and when the property used by the Contractor at the location remains accountable to the Government.
5. Contractors are responsible for ensuring personal property items that may reveal classified or controlled unclassified information (in accordance with DOE Order 471.1B) 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 provided as an attachment to this solicitation. 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 (currently \$10,000 or more) and administratively controlled items, identified by NETL, necessary for controlling items under the acquisition cost threshold to protect against unauthorized use, disclosure, or loss. These items are items such as radios, equipment with recording capabilities, cameras, or cellular type devices.
  - 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. Sensitive Property - means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.
  - v. 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. When additional property items are acquired by the Contractor, the items shall be categorized as Capitalized Property (see definition above); Accountable Property (see definition above); Non-Accountable Property (see definition above); Sensitive Property (as defined above); or High Risk Personal Property (as defined in Federal Management Regulations).
11. In addition, the Contractor may be required to acquire or utilize “Precious Metals” in performance of the contract requirements. Precious metals are required to be managed and controlled in accordance with DOE and NETL precious metals guidance and regulations.
12. Physical Inventories shall be properly planned and executed to continuously monitor property condition and operational availability, and validate accountable property record accuracy. The scheduling, type, method, and scope of the physical inventory process are to align with management expectations and risks.
- i. Capitalized and Sensitive Property – Capitalized and sensitive property shall be inventoried at least annually with an accuracy expectation of 100%. Inventory method must be approved by the CO (or as designated to the PA/OPMO) and take into consideration the property condition, classification, and location.
  - ii. High Risk Personal Property (HRPP) – HRPP shall be inventoried at least annually. However, when a complete physical inventory (existence testing) is not appropriate, a sampling method can be used on a graded approach based on the assessed risk (safety considerations, restricted access, exposure to contamination, etc.). Inventory method must be approved by the CO (or as designated to the PA/OPMO) and take into consideration the property condition, classification, and location.
  - iii. Accountable Property – Accountable Property shall be inventoried at least every three years with an accuracy expectation of 98%. Inventory method must be approved by the CO (or as designated to the PA/OPMO) and take into consideration the property condition, classification, and location.
  - iv. Non-Accountable Property (Other GFP) – Non-Accountable Property shall be inventoried upon request of the CO or within the last year of contract performance in order to complete the required reporting of all Government Property in the control of the Contractor.
  - v. Physical inventories of spares or stores are required to be conducted on a frequency and method approved by the CO (or as designated to the PA/OPMO).
  - vi. Inventory methods may take different forms, including wall-to-wall, cyclic, sampling, and “by exception” methodologies (use of actions or transactions as an inventory event). Sampling may be used, where appropriate, provided the sampling approach achieves the statistically valid results.
  - vii. An independent group must validate the results of the physical inventory.
  - viii. Physical inventories shall be reconciled with financial records, as applicable.

- ix. The Contractor shall submit inventory results and requested write-offs (of personal property not found) to the CO (or as designated to the PA/OPMO) for acceptance within 60 days of concluding the inventory. If the Contractor does not operate within acceptable tolerances, the Contractor shall use a graded approach to identify opportunities for improvement.
13. Accountable property records shall be maintained as a system of record and shall include at a minimum: Property control number (item unique identification); contract number; receipt date; description; manufacturer and model number, serial number, and/or NSN; unit acquisition cost; quantity and unit of measure; custodian; location; use status (active, storage, excess, retired, etc.); High risk designation, export control jurisdiction, and relevant export regulation citation (if applicable); and condition code.
14. In accordance with FAR 52.245-1, the Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract.
15. Loaning of Personal Property may be authorized provided the property is:
  - i. Not excess.
  - ii. Used in performing research, studies, and other efforts that result in benefits to both the U.S. Government and the borrower.
  - iii. Used by local agencies in support of health, safety, or security requirements in emergency conditions or upon appropriate Departmental notification of emergency conditions.
  - iv. Loaned to another DOE organization, Contractor, Government agency, or organization that has a valid Federal contract, financial assistance agreement, treaty, international or collateral agreement.
  - v. Approved using 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 are prohibited).
16. Loss (to include theft), damage, or destruction of personal property shall be reported as soon as practical to the CO (or as designated to the PA/OPMO), and in accordance with local NETL procedures (and to security in the case of loss or theft). Reporting of loss, damage, or destruction is essential to the accountable property record audit trail and is required to formally reconcile accountable property records.
17. Disposition of property shall be coordinated with the NETL PA/OPMO.

#### D. Reporting Requirements

The reports required shall be submitted in accordance with FAR 52.245-1, 41 CFR 109 and the reporting requirements set forth in Part III, Section J, Attachment B. The reports are to include all capital equipment and sensitive items acquired or furnished under this contract, whether or not listed on the attachments referenced above.

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

(End of clause)

## **H.5 OBSERVATION OF NETL REGULATIONS**

In the performance of work under this contract, while on NETL property, the Contractor and its employees shall observe all the rules and regulations of NETL pertaining to conduct, safety, and security.

(End of clause)

## **H.6 IDENTIFICATION BADGES - NETL**

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

(End of clause)

## **H.7 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)**

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

(End of clause)

## **H.8 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.

(End of clause)

## **H.9 USE OF GOVERNMENT-OWNED EQUIPMENT/FACILITIES**

The Contractor is authorized to use the Government-owned, Government-controlled equipment and facilities indicated below on a no-charge basis in the performance of this contract. In accordance with FAR Part 45.000(b)(5) office space and items provided specifically for on-site use are considered incidental to the place of performance and remain in the control and accountable to the Government. As such, specific space assigned may change throughout the contract depending on the space management by the Government.

NETL plans to utilize a hybrid space management approach through providing a specified amount of office space available for your organization to utilize. Your organization may use this assigned space in a combination of assigned space (for fully on-site staff) or as hotel space (for a mixture of telework and remote support staff). As such, office/workspaces are to be provided in the following quantities at each identified site: 0 Offices, 49 Cubicle style spaces at the Pittsburgh site, 0 Offices, 29 Cubicle style spaces at the Morgantown site, and 0 Offices and 5 Cubicle style spaces at the Albany site. Office space will be defined as having four walls and door for privacy. NETL will also provide furniture, computers, monitors, and standard office equipment for the on-site workspaces identified. For on-site support, the Contractor will also be provided the services described in the clause entitled "Government Provided Services." NETL

will provide computers and monitors for those individuals who are identified in an approved telework or remote program for them to utilize at their telework or remote location.

Badging and identification required for site access will be provided to all employees who are identified in a telework or on-site status. Full remote employees who are not in the local area for site access will not require badging without additional justification. The Contractor will be responsible for the distribution and return of any Government computer equipment provided to telework or remote location employees. For local telework employees, this can be accomplished by pickup at their homesite location identified when on-boarding.

The Contractor is responsible for proper allocation of all telework and remote employees in the appropriate indirect rate structure. For example, telework or remote employees should not have an off-site rate applied that includes facilities costs and would be expected to be included in an on-site (client site) rate or a separately created rate for hybrid on-site-telework or remote (client site) rate for application of indirect rates. In such a scenario, the Contractor may have multiple indirect rate structures for the various types of employees: 1) typical on-site (client site) rate for staff working full-time on-site at a NETL location; 2) typical off-site (Contractor site) rate for staff working full-time at a Contractor site location; 3) a rate established for fully remote or fully telework staff; and/or 4) a hybrid rate for telework staff who may also utilize NETL provided space for hoteling when on-site at a NETL location.

(End of clause)

#### **H.10 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.

(End of clause)

#### **H.11 WORK BREAKDOWN STRUCTURE (COST-PLUS-AWARD-FEE CLINS ONLY)**

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.

(End of clause)

## **H.12 KEY PERSONNEL**

### **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, short period of time is defined as 30 continuous working days during a given calendar 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 total possible award fee available may be reduced by \$60,000 for each and every occurrence of a change to the Program Manager.
2. Notwithstanding approval by the Contracting Officer, anytime a Key Person other than the Program Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason after being placed in the position, the total possible award fee available may be reduced by \$30,000 for each and every occurrence of a change to the Key Person.

3. The Contractor may request, in writing, that the Contracting Officer consider waiving all or part of a reduction. Such written request shall include the factual basis for the request. The Contracting Officer shall have unilateral discretion to make the determination to waive or not waive all or part of a reduction associated with change to key personnel.

E. Key Personnel for this Contract

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

Name	Position/Title
[TBD]	Program Manager
[TBD]	Business Manager

Prior to diverting any of the specified individuals, the Contractor shall notify the Contracting Officer not less than thirty (30) calendar days prior to the diversion or substitution of key personnel and shall submit a written justification (including qualifications of proposed substitutions) to permit evaluation. The proposed changes will be approved in writing at the sole discretion of the Contracting Officer.

(End of clause)

**H.13 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. 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.

(End of clause)

**H.14 INDIRECT COSTS**

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 by the cognizant Government auditor, the Contractor shall inform the NETL Contracting Officer by letter of the indirect rate change. This notification shall include a copy of the cognizant auditor’s recommendation and the cost impact of the rate change on the program. The change shall not be implemented until the cognizant 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 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), 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 CLINs 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 Contractor's 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.

(End of clause)

**H.15 LIMITATION OF INDIRECT COST (COST-PLUS-AWARD-FEE 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 [TBD - percentage of overall rate or percentage of growth for individual or groups of cost elements] basis. All indirect costs in excess of said limit(s) shall be borne by the Contractor.

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

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

Or

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

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

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

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

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

(End of clause)

## **H.16 ANNUAL INDIRECT RATE SUBMISSIONS**

### **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 contract. 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 42.703-1(a) stipulates that "A single agency [see FAR 42.705-1 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  
Contracting Officer for Indirect Rate Cost Management  
Building 921-107  
Pittsburgh, PA 15236-3611

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, whose address is 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.

(End of clause)

**H.17 INCORPORATION OF CONTRACTOR'S VALUE ADDED APPROACHES OR  
METHODOLOGIES AND CONTRACTOR'S RESOURCES AND COMMITMENTS**

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

(TBD)

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

[TBD]

1. The Contractor shall provide to the Contracting Officer an annual report of accomplishments against the commitments specified above at the end of each Government fiscal year. The Contractor agrees that such

reports may be made available to the public. The Contractor shall make available to DOE data that will validate the accomplishments of these commitments. A final report documenting and certifying the total commitments provided by the Contractor to NETL shall be submitted to NETL thirty (30) days prior to the end of the contract period. The annual reports and final report shall constitute deliverables under this contract.

2. The costs associated with the Contractor's efforts in achieving its commitment under this clause are not allowable as direct or indirect charges against this contract or any other government contract or agreement.
- C. In the event it is determined by NETL, that the Contractor failed to achieve its commitment on an annual basis, NETL shall notify the Contractor in writing. If the Government must acquire a Contractor committed resource at its own expense, the Contractor shall also be liable to the Government for the cost of the resource plus the Government's cost of acquiring the resource.

(End of clause)

#### **H.18 PRIOR APPROVAL REQUIREMENTS FOR PLACEMENT OF SUBCONTRACTS AND/OR CONSULTANTS**

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

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

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

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

[TBD]

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

(End of clause)

#### **H.19 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 or 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.

(End of clause)

## **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.

- 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.
- 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.
- F. Refuse Collection: The Government shall provide refuse collection at Government-furnished facilities.
- 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.
- I. Equipment Maintenance: The Government shall maintain equipment (unless stated otherwise in the approved Contractor Annual Work Operating Plan).
- 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 Government vehicles leased from the General Services Administration (GSA), to which the Contractor may have reasonable access to for Official Government business in performance of services required 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, as determined necessary for performance of the PWS (e.g., AutoCad, FIMS, CHAMPS, PAMS, CAIS, etc.).

(End of clause)

## **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 its 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 the CO's authorized representative, in the event that the Contractor has or has reason to suspect a breach of data security occurred.

(End of clause)



## 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.

(End of clause)

## **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 the Contractor's work could affect or create additional aspects or objectives. The Contractor shall support NETL's ISO 14001 and OHSAS 18001 certifications by ensuring that the Contractor's employees and work practices support the NETL ES&H policy, plans, procedures and the objectives and targets.

(End of clause)

## **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 (<https://www.netl.doe.gov/sites/default/files/site-support/Focused%20Standards%20List.pdf>), 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 shall 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.

(End of clause)

## **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 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 contains errors which include but are not limited to typographical errors, grammatical errors, operational errors, programming errors, and errors of fact.

(End of clause)

## **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.

(End of 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 Performance Work Statement 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.

(End of clause)

## **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).

(End of clause)

## **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 performance work statement 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.

(End of clause)

### **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.

(End of clause)

### **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.

(End of clause)

### **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.

(End of clause)

### **H.33 OVERTIME PREMIUM FUND**

In accordance with Part II, Section I, clause "52.222-2 Payment for Overtime Premiums", this clause establishes overtime premium funds for specific areas of contract performance as follows:

TBD

The Contractor should provide its estimate for the approaching quarter no later than the fifteenth of the last month of the current quarter. The estimate shall also include (1) the impact to each ceiling and (2) a discussion of the general activities requiring the overtime.

(End of clause)

### **H.34 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 PWS 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**

NETL has three primary campuses and one satellite office, which are located in three different time zones (i.e., Eastern Standard Time, Pacific Standard Time, and Central Standard Time). NETL's business hours are defined as Monday through Friday from 7 A.M. through 5 P.M. local time for each campus.

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

The Contractor shall provide the required 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 as specified in the PWS. 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 and have staff on-site within the applicable timeframes specified in the PWS. 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.

(End of clause)

### **H.35 FOREIGN NATIONAL ACCESS APPROVAL**

#### **1. Introduction**

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

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

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

Foreign national, as used in this clause, is defined in DOE Order 142.3, Unclassified Foreign National Access

Program.

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

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

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

### 3. Requirements:

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

The Contractor is required to complete form NETL F 142.1-1A Request for Unclassified Foreign National Visit, Assignment, or Access for any Foreign National identified to perform unclassified work under this contract (refer to DOE Order 142.3 for requirements related to classified work). The NETL form is required for all individuals who will have access to DOE information, technologies, and equipment regardless of whether the work is performed on-site or off-site and all individuals who require access to DOE sites.

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

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

### 4. References:

DOE Order 142.3, Unclassified Foreign National Access Program

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

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

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

(End of clause)

## **H.36 FOREIGN GOVERNMENT TALENT RECRUITMENT PROGRAMS**

In accordance with DOE Order 486.1, the Contractor is required to utilize due diligence to ensure that neither it, nor any of its employees, subcontractors, or subcontractor employees (working at any level) participate in a foreign government talent recruitment program of a foreign country of risk while performing work within the scope of the DOE contract.

The Contractor is required to submit an initial report stating whether it or any such employees are participants in a foreign government talent recruitment program of a foreign country of risk, or whether the Contractor has a reasonable basis to report such employees as a participant in a foreign government talent recruitment program of a foreign country of risk.

In addition to the initial report, the Contractor shall submit quarterly (at the end of each calendar quarter) a report restating whether it or any such employees are participants in foreign government talent recruitment program of a foreign country of risk and verify that new hires have been determined not to be a participant in a foreign government talent recruitment program of a foreign country of risk.

If the Contractor learns, at any time, that any of its employees, subcontractors, or subcontractor employees (working at any level) are or are believed to be participants in a foreign government talent recruitment program of a foreign country of risk, then they must notify (in writing) the Contracting Officer within 5 business days. Upon DOE review of any such notification, and within 30 days of DOE's response, the Contractor will be required to take appropriate action to ensure that neither it nor any such employees are participants in a foreign government talent recruitment program of a foreign country of risk while performing work within the scope of the DOE contract.

Failure by the Contractor to reasonably ensure that neither it nor any of its employees are participants in a foreign government talent recruitment program of a foreign country of risk may result in DOE exercising contractual remedies in accordance with federal regulations and the terms of this contract.

The Contractor must flow this clause to R&D or Demonstration subcontracts at any tier where the subcontractor's work within the scope of the DOE contract is performed on or at a DOE facility or DOE Contractor leased space. To the extent corporate resources are made available under the contract or subcontract, the individuals made available as corporate resources must be included and reported by the Contractor. This clause does not apply to ministerial corporate resource support (e.g. HR, Legal, Travel Personnel, Timekeeping Personnel, Benefits Personnel, etc.).

#### Key Definitions:

Foreign Country of Risk: Any foreign country determined to be of risk by the Office of Science in consultation with the Under Secretary for Science; the Under Secretary of Energy; the Under Secretary for Nuclear Security; and the Office of Intelligence and Counterintelligence.

Foreign Government Entity: Includes country, regional, or local level foreign governments, certain foreign corporations, and foreign public universities.

Foreign Government Talent Recruitment Program: In general, such programs include any foreign-state-sponsored attempt to acquire U.S. scientific-funded research or technology through foreign government-run or funded recruitment programs that target scientists, engineers, academics, researchers, and entrepreneurs of all nationalities working or educated in the United States. These recruitment programs are often part of broader whole-of-government strategies to reduce cost associated with basic research while focusing investment on military development or dominance in emerging technology sectors.

#### Distinguishing features may include:

- Compensations provided by the foreign government to targeted individuals in exchange for the individual transferring their knowledge and expertise to the foreign country.
- Active engagement in attracting targeted individuals to join the foreign-sponsored program and transfer their knowledge and expertise to the foreign country.
- Incentivizing the targeted individual to physically relocate to the foreign country. Of particular concern are those programs that allow for continued employment at U.S. research facilities or receipt of DOE research funds while concurrently receiving compensation from the foreign country.

(End of clause)



### **H.37 PERFORMANCE EVALUATION AND MANAGEMENT PLAN (PEMP)**

The Contractor's performance will be evaluated at the CLIN level and on the management of the contract in accordance with the Performance Evaluation and Measurement Plan included in Part III, Section J, Attachment C. The Plan includes the criteria to be considered under each area evaluated and the percentage of award fee available for each area. The Plan may be revised unilaterally by the Government with notification of the change(s) provided to the Contractor at least fifteen (15) calendar days prior to the start of the evaluation period to which the change will apply. The Plan may be revised bilaterally anytime throughout performance of the contract.

Provided that the contractor is making progress toward and fulfilling all requirements set forth in the PEMP, the contract provides for an annual performance evaluation schedule to include: (a) a semi-annual (i.e. mid annual cycle) interim adjectival performance assessment, followed by a provisional payment of available fee for incentive if deemed appropriate by the Contracting Officer, and (b) a final annual adjectival and percentage rating of performance and adjusted final earned payment of fee to occur following the completion of the annual performance evaluation period.

Provision related to the Contractor's performance evaluation and award fee schedule are further detailed in the contract PEMP (Section J) and clause H.21 Performance Based Award Fee.

(End of clause)

### **H.38 PERFORMANCE BASED AWARD FEE**

#### **A. AWARD FEE DETERMINATION**

The Government shall, following a six-month provisional assessment period, and at the conclusion of each evaluation period, evaluate the Contractor's performance for a determination of performance-based award fee earned.

Provisional payment of fee for an incentive means the Government's paying available fee to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee. As "an authorized Government disbursement of monies to a contractor prior to acceptance of supplies and services by the Government," a provisional payment of fee falls under the category of a contract financing payment as stated in the Definitions section of FAR Part 32.

The Contractor agrees that the determination of performance-based award fee earned will be made solely by the Government Fee Determination Official (FDO) and such determination is binding on both parties.

The evaluation of the Contractor's performance shall be in accordance with the Government's Performance Evaluation and Management Plan (PEMP) as indicated in Clause entitled "Performance Evaluation and Management Plan" set forth in Part I Section H.

The Contractor shall be promptly advised in writing of the FDO's determination and the reasons why the performance award fee was or was not earned. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government in accordance with the PEMP, the FDO may also consider any information available to him or her which relates to the Contractor's performance of contract and CLIN requirements, regardless of whether or not those requirements are specifically identified in the PEMP. To the extent the Contractor does not perform those requirements, the FDO may reduce the fee. In the event that the Contractor's performance is considered unacceptable in any area of performance which is specified in the Performance Evaluation and Management Plan, even if no weight or fee is specifically assigned to the particular performance area, the FDO may at his/her sole discretion determine the Contractor's overall performance to be unacceptable, and accordingly, may prohibit the Contractor from earning fee.

(By way of example, in the ES&H area, the FDO may prohibit the Contractor from earning part or all fee for the evaluation period in which the Contractor's negligent or poor performance results in: (1) creation of a dangerous work environment; (2) liability, or risk thereof, to the Government; (3) death or injury to one or more workers; or, (4) notice(s) of violations being issued by regulatory agencies.)

Unearned fee in any given period shall not be carried forward or "rolled-over" in subsequent periods.

## B. CALCULATION OF AVAILABLE AWARD FEE AND PROVISIONAL FEE

The maximum available fee pool will be established for each CLIN or task order issued under CLIN 0009 under this contract and is set forth in Part I Section B or the individual task order. The pool is expressed as a discreet dollar amount, not as a percentage of the plan.

The determination of provisional fee for each interim performance period is as follows:

The Government's determination that the Contractor has met the requirements for the provisional payment of fee for an incentive has no implications for the Government's eventual determination that the Contractor has or has not earned the associated available fee for the incentive. Provisional payment of fee is a separate and distinct concept from earned fee. Before a contract may provide for provisional payment of fee for an incentive, the Contractor must meet the specific requirements outlined in the PEMP to earn the fee for the incentive, before the Government is obligated to pay a provisional fee for incentive to the Contractor, and for the Contractor to have any right to retain the provisionally paid fee.

Regarding the calculation of each provisional fee payment for an incentive, the Contracting Officer, at his/her sole discretion, first determines if the Contractor has met the performance requirements as outlined in the PEMP. Following that determination, the Contracting Officer's calculation of the amount of each provisional fee payment: will never be a set percentage, a fixed amount, or any other constant value and will be directly and expressly linked to continued performance, that is, to continued progress towards eventually earning the available fee for the incentive; will be accomplished per explicit procedures expressed in the contract; and with each successive payment, if any, will reflect the Contractor's cumulative performance to date.

## C. REVIEW AND ADJUSTMENT OF AVAILABLE AWARD FEE POOL

A meeting with the COR, CO, and Contractor will be held immediately following release of the Cost Management Report (CMR) for the tenth month of the annual period to review. The meeting will discuss any new tasks issued during the fee period to determine if task performance is to be started during the fee period and if an adjustment to the available award fee pool (total of all CLIN Annual Work Operating Plans) is warranted based on inclusion of the task for the months of performance within this fee period. This meeting will also take into account any and all performance and cost-related information that may be associated to an interim performance assessment and provisional fee payments for an incentive. In addition, the meeting will be to review, on a CLIN basis, any significant variances between estimated cost and actual cost incurred for the first ten months of the performance period. In the event that a variance of greater than 10% is identified for a specific CLIN then the available award fee pool shall be reviewed for that CLIN Annual Work Operating Plan to determine if an adjustment is warranted. The COR and the Contractor will provide the CO with information concerning the variance(s) such that a determination may be made as to whether an adjustment in the fee pool for a particular CLIN is appropriate.

Fee shall not be adjusted based solely on a variance of costs incurred, therefore, the COR shall provide variances between planned and actual DPLH in performance during the first ten-month performance period. Variances are assumed to fall into one of the following categories:

1. Actuals may underrun/overrun plan attributable to the Contractor's management or performance of the contract (i.e., implementation of best practices; applied cost efficiencies; poor work processes; misalignment of work

resources; slipped schedules due to poor performance; etc.). In these instances, an adjustment to the fee pool (increase or decrease) would not be made.

2. The work schedule, as agreed upon for activities within a CLIN's Annual Work Operating Plan, had to be revised based on Government direction, causing the work and its associated DPLH to move to a future performance period. In this case, the fee dollars should migrate with the work and a straight-line adjustment to the available fee may be appropriate.
3. Actuals may underrun/overrun plan due to changes in programmatic nature of the scope (based on Government direction). Some adjustment to the pool should be made, but a straight-line adjustment may not be appropriate.

The Contracting Officer shall make a determination on acceptable adjustments (based upon the individual CLINs) to the available award fee pool and those adjustments shall be documented in a contract modification prior to the closing of the evaluation period.

#### D. INTERIM ASSESSMENT PROCESS

The Principal COR notifies and solicits feedback from each Performance Evaluation Board (PEB) member and CLIN COR/SubCLIN COR no later than 30 calendar days before the midpoint of the interim assessment period. COR consolidates and submits an assessment report to the PEB Chair no later than 20 calendar days after this notification. The PEB Chair determines the interim assessment results and notifies the contractor of the strength and weaknesses for the current assessment period. The CO may also issue letters at any other time when it is deemed necessary to highlight areas of Government concern.

#### E. DISCLOSURE OF PROVISIONAL PAYMENT OF FEE FOR INCENTIVE

Before providing for provisional payment of fee for an incentive in a contract, the Contractor must meet the requirements outlined in J.7 ATTACHMENT C - PERFORMANCE EVALUATION AND MANAGEMENT PLAN of the contract to earn the fee for the incentive. After that requirement is met, if a contract provides for provisional payment of fee, the following clause shall apply:

Notwithstanding any other term or condition of this contract to the contrary, this clause applies to and has precedence over all other terms and conditions of this contract that provide for provisional payment of fee.

The Contractor must notify the Contracting Officer immediately if it believes any incongruence exists between this clause and any other term or condition of this contract that provides for provisional payment of fee. If a term or condition of this contract provides for provisional payment of fee but fails to include all of the requirements of this clause, that term or condition will be considered to include the omitted requirements.

This clause conforms to the Federal Acquisition Regulation and Department of Energy fee policy and constructs. The following definitions and concepts apply:

- Price means cost plus any fee or profit applicable to the contract.
- The terms profit and fee are synonymous.
- Incentive means a term or condition whose purpose is to motivate the Contractor to provide supplies or services at lower costs, and in certain instances with improved delivery or technical performance, by relating the amount of profit or fee earned to the Contractor's performance.
- Earned fee for an incentive means fee due the Contractor by virtue of its meeting the contract's requirements entitling it to fee. Earned fee does not occur until the Contractor has met all conditions stated in the contract for earning fee.
- Available fee for an incentive means the fee the Contractor might earn but has not yet earned.

- Provisional payment of fee for an incentive means the Government’s paying available fee for an incentive to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee.
- Provisional payment of fee has no implications for the Government’s eventual determination that the Contractor has or has not earned the associated available fee. Provisional payment of fee is a separate and distinct concept from earned fee. The Contractor could, for example, receive 100% of possible provisional fee payments yet not earn any fee (the Contractor would be required to return all of the provisional fee payments). The Contractor could, for example, receive 0% of possible provisional fee payments yet earn the entire amount of available fee (it would not receive any fee payments until the Government’s determination that the Contractor had earned the associated available fee for the incentive).
- Clause means a term or condition used in this contract.

This contract’s price, incentives included in its price, and all other terms and conditions reflect the Government’s and the Contractor’s agreement to link, to the maximum extent practical, the Contractor’s earning of fee to its achievement of final outcomes rather than interim accomplishments.

Certain terms and conditions of this contract provide for provisional payment of fee for certain incentives. Other terms and conditions of this contract provide for each such incentive the requirements the Contractor must meet to earn the fee linked to the incentive. The terms and conditions of this contract that provide for provisional payment of fee for certain incentives include for each such incentive the requirements the Contractor must meet before the Government is obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.

The Contracting Officer, at his/her sole discretion, will determine if the Contractor has met the requirements under which the Government will be obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.

If the Contracting Officer determines the Contractor has not met the requirements to retain any provisionally paid fee and notifies the Contractor, the Contractor must return that provisionally paid fee to the Government within 30 days:

- the Contractor’s obligation to return the provisionally paid fee is independent of its intent to dispute or its disputing the Contracting Officer’s determination; and
- if the Contractor fails to return the provisionally paid fee within 30 days of the Contracting Officer’s determination, the Government, in addition to all other rights that accrue to the Government and all other consequences for the Contractor due to the Contractor’s failure, may deduct the amount of the provisionally paid fee from: amounts it owes under invoices; amounts it would otherwise authorize the Contractor to draw down under a Letter of Credit; or any other amount it owes the Contractor for payment, financing, or other obligation.

If the Contractor has earned fee associated with an incentive in an amount greater than the provisional fee the Government paid to the Contractor for the incentive, the Contractor will be entitled to retain the provisional fee and the Government will pay it the difference between the earned fee and the provisional fee.”

Refer to clause B.6, “Distribution of Performance Award Fee,” for specifics on award fee distribution.

(End of clause)

### **H.39 DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT (OCT 2014)**

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract as Exhibit A.

If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

(End of clause)

#### **H.40 DOE-H-2029 POSITION QUALIFICATIONS (OCT 2014)**

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

(End of clause)

#### **H.41 DOE-H-2031 LEVEL OF EFFORT (OCT 2014)**

(a) This level-of-effort contract requires the Contractor to provide a specified number of Direct-Productive-Labor-Hours (DPLH) in performing the work required under the contract. The total number of DPLH required is specified in Section B.

(b) The DPLH are those actual hours expended by the Contractor's personnel, or any subcontractor personnel, performing work under this contract that are charged as direct labor consistent with the respective Contractor's or subcontractor's established accounting policies and procedures and the clause at FAR 52.216-7, Allowable Cost and Payment. While a subcontractor's established accounting policies and procedures may differ from that of the Contractor (including a subcontractor's billing requirements with the Contractor), the actual DPLH expended by the subcontractor count toward the total DPLH in paragraph (a). The DPLH does not include sick leave, vacation leave, holiday leave, military leave, or any type of administrative leave.

(c) The Contractor shall not exceed the total DPLH specified in paragraph (a), unless the Contracting Officer increases or decreases the total DPLH required in paragraph (a) in order to meet work requirements within the scope of the contract. Once the total DPLH specified in paragraph (a) is expended or the term of the contract has expired, the Contractor's obligations under the contract are fulfilled, even though the specified work may not have been completed.

(d) If the Contracting Officer increases or decreases the DPLH required and such adjustment to the DPLH is within +/- 10% of the total DPLH specified, there shall be no increase or decrease in the total amount of award fee as specified in Section B of the contract.

(e) Notwithstanding the requirements of this clause for the Contractor to provide the level-of effort specified in paragraph (a), the terms of this clause do not supersede the requirements of the clause at 52.232-22, "Limitation of Funds."

(End of clause)

#### **H.42 DOE-H-2041 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (OCT 2014)**

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

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

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

- (1) Recycled Products are described at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>
- (2) Biobased Products are described at <https://www.biopreferred.gov/BioPreferred/>
- (3) Energy efficient products are described at <https://www.energystar.gov/products> for Energy Star products
- (4) FEMP designated products are described at <https://www.energy.gov/eere/femp/energy-efficient-products-and-energy-saving-technologies>
- (5) Environmentally Preferable Computers are described at <https://www.epeat.net>
- (6) Non-Ozone Depleting Alternative Products are described at <https://www.epa.gov/ozone-layer-protection>
- (7) Water efficient plumbing fixtures are described at <https://epa.gov/watersense>

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

(End of clause)

#### **H.43 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (JUL 2021) – ALTERNATE I**

(a) Designated Federal holidays. Federal employees observe the following Federal holidays:

- (1) New Year's Day;
- (2) Birthday of Martin Luther King, Jr.;
- (3) Washington's Birthday;
- (4) Memorial Day;
- (5) Juneteenth National Independence Day;

- (6) Independence Day;
- (7) Labor Day;
- (8) Columbus Day;
- (9) Veterans Day;
- (10) Thanksgiving Day; and
- (11) Christmas Day.

Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year.

- (b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.
- (c) Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.
- (d) The Contractor shall provide the services required by the contract at Federally-owned or -controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor's employees, whose regular duty station in performance of this contract is a Federally-owned or -controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b) and (c), unless required by paragraph (e) below.
- (e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.
- (f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees' regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above.
- (g) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees' regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above unless the Contractor has a telework policy, approved by the Contracting Officer, that allows for the employees to provide services for such work hours via telework and requires the Contractor to pay its employees for such work hours.

(End of Clause)

#### **H.44 DOE-H-2048 PUBLIC–AFFAIRS - CONTRACTOR RELEASES OF INFORMATION (OCT 2014)**

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 30 calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

(End of clause)

#### **H.45 DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (OCT 2014)**

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

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

DOE O 206.2 Chg 1 (LtdChg), Identity, Credential, and Access Management (ICAM), dated Sep 02, 2022  
DOE O 473.1A, Physical Protection Program, dated Aug 30, 2021  
DOE O 470.4B Chg 3 (LtdChg), Safeguards and Security Program, dated Sep 23, 2021

(End of clause)

#### **H.46 DOE-H-2063 CONFIDENTIALITY OF INFORMATION (FEB 2022)**

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

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

(1) Information which, at the time of receipt by the Contractor, is in the public domain;

(2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;

(3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;



(4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or

(5) Information which is subject to release under applicable law.

(c) These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General or the Office of Special Counsel of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.

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

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

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

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

(End of Clause)

## SECTION I - CONTRACT CLAUSES

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

### **I.1 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)**

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

*Agent* means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

*Full cooperation*-(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from-

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

*Principal* means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

*Subcontract* means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

*Subcontractor* means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a Prime Contractor or another subcontractor.

*United States* means the 50 States, the District of Columbia, and outlying areas.

(b) *Code of business ethics and conduct.* (1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall-

(i) Have a written code of business ethics and conduct;

(ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall-

- (i) Exercise due diligence to prevent and detect criminal conduct; and
- (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed-

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract.

(c) Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall-

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and the special requirements of Government contracting, including-

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) *Subcontracts.* (1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR 3.1004(a) on the date of subcontract award and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(End of clause)

## **I.2 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)**

(a) *Definition.*

*United States*, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Department of Homeland Security, Office of Inspector General, Fraud Hotline Poster is available at:  
<https://www.oig.dhs.gov/hotline>

Department of Energy, Office of Inspector General, Hotline Poster is available at:  
<https://www.energy.gov/ig/ig-hotline>

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract-

- (1) Is for the acquisition of a commercial product or commercial service; or
- (2) Is performed entirely outside the United States.

(End of clause)

### **I.3 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020)**

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

- (1) That exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award; 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).

(End of clause)

#### **I.4 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)**

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

*Internal confidentiality agreement or statement* means a confidentiality agreement or any other written statement that the Contractor requires any of its employees or subcontractors to sign regarding nondisclosure of Contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that Contractor employees or subcontractors sign at the behest of a Federal agency.

*Subcontract* means any contract as defined in [subpart 2.1](#) entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

*Subcontractor* means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a Prime Contractor or another subcontractor.

(b) The Contractor shall not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.*, agency Office of the Inspector General).

(c) The Contractor shall notify current employees and subcontractors that prohibitions and restrictions of any preexisting internal confidentiality agreements or statements covered by this clause, to the extent that such prohibitions and restrictions are inconsistent with the prohibitions of this clause, are no longer in effect.

(d) The prohibition in paragraph (b) of this clause does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(e) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015, (Pub. L. 113-235), and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions) use of funds appropriated (or otherwise made available) is prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts under such contracts.

(End of clause)

#### **I.5 52.204-2 SECURITY REQUIREMENTS (MAR 2021)**

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with-

(1) The Security Agreement ([DD Form 441](#)), including the *National Industrial Security Program Operating Manual* (32 CFR part 117); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

#### **I.6 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)**

(a) Definitions. As used in this clause—

*Electronic Funds Transfer (EFT) indicator* means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

*Registered in the System for Award Management (SAM)* means that—

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)), into SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

*System for Award Management (SAM)* means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes—

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective Contractor-submitted annual representations and certifications in accordance with FAR [subpart 4.12](#); and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

*Unique entity identifier* 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) If the solicitation for this contract contained the provision [52.204-7](#) with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d) (1) (i) If a Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart [42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in SAM;

(B) Comply with the requirements of subpart [42.12](#) of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR [subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at [www.sam.gov](http://www.sam.gov) 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.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

(End of clause)

## **I.7 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.

(End of clause)

#### **I.8 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)**

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

*Commercial and Government Entity (CAGE) code* means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract for each location of contract, including subcontract, performance. For Contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the Contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The Contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

(f) If the contract includes Federal Acquisition Regulation clause 52.204-2, Security Requirements, the Contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

(End of clause)

**I.9 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

**I.10 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICE DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)**

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

*Covered article* means any hardware, software, or service that—

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

*Covered entity* means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from—

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

#### **I.11 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)**

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

*Covered application* means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

*Information technology*, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) *Prohibition.* Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, “No TikTok on Government Devices” Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided

by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

**I.12 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) (The following clause applies to the contract, if the Offeror has checked "has" in paragraph (b) of the provision at 52.209-7, Information Regarding Responsibility Matters)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments-

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for-

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The Contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated



information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

### **I.13 52.210-1 MARKET RESEARCH (NOV 2021)**

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

*Commercial product, commercial service, and nondevelopmental item* have the meaning contained in Federal Acquisition Regulation (FAR) 2.101.

(b) Before awarding subcontracts for other than commercial acquisitions, where the subcontracts are over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, the Contractor shall conduct market research to-

(1) Determine if commercial products, commercial services, or, to the extent commercial products suitable to meet the agency's needs are not available, nondevelopmental 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 products, commercial services, or nondevelopmental items could be incorporated at the component level.

(End of clause)

### **I.14 52.216-18 ORDERING (AUG 2020)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from TBD through TBD.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

#### **I.15 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$300,000;

(2) Any order for a combination of items in excess of \$300,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### **I.16 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after TBD.

(End of clause)

#### **I.17 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days of the end of the contract period.

(End of clause)

#### **I.18 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) months, if all options are exercised and the contract is extended in accordance with FAR 52.217-8.

(End of clause)

#### **I.19 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed zero or the overtime premium is paid for work-

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

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(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

## **I.20 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 CFR372.65.

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

(End of clause)

## **I.21 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (MAY 2020)**

(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 <https://www.energy.gov/eere/femp/energy-efficient-products-and-energy-saving-technologies>.

(End of clause)

**I.22 52.223-16 ACQUISITION OF EPEAT®-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™, 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](http://www.epa.gov/epeat).

(End of clause)

**I.23 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018)**

(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://https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at <http://https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(End of clause)

**I.24 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.

(End of clause)

**I.25 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 paragraph (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.

(End of clause)

#### **I.26 52.224-3 PRIVACY TRAINING (JAN 2017)**

(a) *Definition.* As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by Contractor employees who-

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart [24.3](#) and [39.105](#)).

(c)

(1) "Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover-

(i) The provisions of the Privacy Act of 1974 ( [5 U.S.C. 552a](#)), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;



(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will-

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

(End of clause)

#### **I.27 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**

Except for data contained on pages [ ], it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the *Rights in Data - General* clause contained in this contract) in and to the technical data contained in the proposal dated [ ], upon which this contract is based.

(End of clause)

#### **I.28 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

#### **I.29 52.228-7 INSURANCE-LIABILITY TO THIRD PERSONS (MAR 1996)**

(a) (1) Except as provided in paragraph (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.

(End of clause)

**I.30 52.230-2 COST ACCOUNTING STANDARDS (JUN 2020)**

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall-

(1) *(CAS-covered Contracts Only)* By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the

Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)

(i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(5) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract. Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 ( [26 U.S.C.6621\(a\)\(2\)](#)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under [41 U.S.C. chapter 71](#), Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection [30.201-4](#) of the Federal Acquisition Regulation (FAR) shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of the lower CAS threshold specified in FAR 30.201-4(b) on the date of subcontract award, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

### **I.31 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020)**

(a) The Contractor, in connection with this contract, shall-

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard-Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.

(2) *(CAS-covered Contracts Only)* If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(3)

(i) Follow consistently the Contractor's cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(c), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for

recovery of the increased costs to the United States together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 ( [26 U.S.C.6621\(a\)\(2\)](#)), from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under [41 U.S.C. chapter 71](#), Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that-

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in section [30.201-4](#) of the Federal Acquisition Regulation (FAR) shall be inserted.

(2) The requirement in this paragraph (d) shall apply only to negotiated subcontracts in excess of the lower CAS threshold specified in FAR [30.201-4\(b\)](#) on the date of subcontract award.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

## **I.32 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)**

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (b) through (i) and (k) through (n) of this clause:

(a) Definitions. As used in this clause-

*Affected CAS-covered contract or subcontract* means a contract or subcontract subject to CAS rules and regulations for which a Contractor or subcontractor-

- (1) Used one cost accounting practice to estimate costs and a changed cost accounting practice to accumulate and report costs under the contract or subcontract; or
- (2) Used a noncompliant practice for purposes of estimating or accumulating and reporting costs under the contract or subcontract.

*Cognizant Federal agency official (CFAO)* means the Contracting Officer assigned by the cognizant Federal agency to administer the CAS.

*Desirable change* means a compliant change to a Contractor's established or disclosed cost accounting practices that the CFAO finds is desirable and not detrimental to the Government and is, therefore, not subject to the no increased cost prohibition provisions of CAS-covered contracts and subcontracts affected by the change.

*Fixed-price contracts and subcontracts* means-

- (1) Fixed-price contracts and subcontracts described at FAR [16.202](#), [16.203](#), (except when price adjustments are based on actual costs of labor or material, described at [16.203-1\(a\)\(2\)](#)), and [16.207](#);
- (2) Fixed-price incentive contracts and subcontracts where the price is not adjusted based on actual costs incurred (FAR [subpart 16.4](#));
- (3) Orders issued under indefinite-delivery contracts and subcontracts where final payment is not based on actual costs incurred (FAR [subpart 16.5](#)); and
- (4) The fixed-hourly rate portion of time-and-materials and labor-hours contracts and subcontracts (FAR [subpart 16.6](#)).

*Flexibly-priced contracts and subcontracts* means-

- (1) Fixed-price contracts and subcontracts described at FAR [16.203-1\(a\)\(2\)](#), [16.204](#), [16.205](#), and [16.206](#);
- (2) Cost-reimbursement contracts and subcontracts (FAR [subpart 16.3](#));
- (3) Incentive contracts and subcontracts where the price may be adjusted based on actual costs incurred (FAR [subpart 16.4](#));
- (4) Orders issued under indefinite-delivery contracts and subcontracts where final payment is based on actual costs incurred (FAR [subpart 16.5](#)); and
- (5) The materials portion of time-and-materials contracts and subcontracts (FAR [subpart 16.6](#)).

*Noncompliance* means a failure in estimating, accumulating, or reporting costs to-

- (1) Comply with applicable CAS; or
- (2) Consistently follow disclosed or established cost accounting practices.

*Required change* means-

(1) A change in cost accounting practice that a Contractor is required to make in order to comply with applicable Standards, modifications or interpretations thereto, that subsequently become applicable to existing CAS-covered contracts or subcontracts due to the receipt of another CAS-covered contract or subcontract; or

(2) A prospective change to a disclosed or established cost accounting practice when the CFAO determines that the former practice was in compliance with applicable CAS and the change is necessary for the Contractor to remain in compliance.

*Unilateral change* means a change in cost accounting practice from one compliant practice to another compliant practice that a Contractor with a CAS-covered contract(s) or subcontract(s) elects to make that has not been deemed a desirable change by the CFAO and for which the Government will pay no aggregate increased costs.

(b) Submit to the CFAO a description of any cost accounting practice change as outlined in paragraphs (b)(1) through (3) of this clause (including revisions to the Disclosure Statement, if applicable), and any written statement that the cost impact of the change is immaterial. If a change in cost accounting practice is implemented without submitting the notice required by this paragraph, the CFAO may determine the change to be a failure to follow paragraph (a)(2) of the clause at FAR [52.230-2](#), Cost Accounting Standards; paragraph (a)(4) of the clause at FAR [52.230-3](#), Disclosure and Consistency of Cost Accounting Practices; paragraph (a)(4) of the clause at FAR [52.230-4](#), Disclosure and Consistency of Cost Accounting Practices–Foreign Concerns; or paragraph (a)(2) of the clause at FAR [52.230-5](#), Cost Accounting Standards–Educational Institution.

(1) When a description has been submitted for a change in cost accounting practice that is dependent on a contract award and that contract is subsequently awarded, notify the CFAO within 15 days after such award.

(2) For any change in cost accounting practice not covered by (b)(1) of this clause that is required in accordance with paragraphs (a)(3) and (a)(4)(i) of the clause at FAR [52.230-2](#); or paragraphs (a)(3), (a)(4)(i), or (a)(4)(iv) of the clause at FAR [52.230-5](#); submit a description of the change to the CFAO not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change.

(3) For any change in cost accounting practices proposed in accordance with paragraph (a)(4)(ii) or (iii) of the clauses at FAR [52.230-2](#) and FAR [52.230-5](#); or with paragraph (a)(3) of the clauses at FAR [52.230-3](#) and FAR [52.230-4](#), submit a description of the change not less than 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) before implementation of the change. If the change includes a proposed retroactive date submit supporting rationale.

(4) Submit a description of the change necessary to correct a failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by paragraph (a)(5) of the clause at FAR [52.230-2](#) and FAR [52.230-5](#); or by paragraph (a)(4) of the clauses at FAR [52.230-3](#) and FAR [52.230-4](#))-

(i) Within 60 days (or such other date as may be mutually agreed to by the CFAO and the Contractor) after the date of agreement with the CFAO that there is a noncompliance; or

(ii) In the event of Contractor disagreement, within 60 days after the CFAO notifies the Contractor of the determination of noncompliance.

(c) When requested by the CFAO, submit on or before a date specified by the CFAO-

(1) A general dollar magnitude (GDM) proposal in accordance with paragraph (d) or (g) of this clause. The Contractor may submit a detailed cost-impact (DCI) proposal in lieu of the requested GDM proposal provided the DCI proposal is in accordance with paragraph (e) or (h) of this clause;



- (2) A detailed cost-impact (DCI) proposal in accordance with paragraph (e) or (h) of this clause;
- (3) For any request for a desirable change that is based on the criteria in FAR [30.603-2\(b\)\(3\)\(ii\)](#), the data necessary to demonstrate the required cost savings; and
- (4) For any request for a desirable change that is based on criteria other than that in FAR [30.603-2\(b\)\(3\)\(ii\)](#), a GDM proposal and any other data necessary for the CFAO to determine if the change is a desirable change.

(d) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the GDM proposal shall-

- (1) Calculate the cost impact in accordance with paragraph (f) of this clause;
- (2) Use one or more of the following methods to determine the increase or decrease in cost accumulations:
  - (i) A representative sample of affected CAS-covered contracts and subcontracts.
  - (ii) The change in indirect rates multiplied by the total estimated base computed for each of the following groups:
    - (A) Fixed-price contracts and subcontracts.
    - (B) Flexibly-priced contracts and subcontracts.
  - (iii) Any other method that provides a reasonable approximation of the total increase or decrease in cost accumulations for all affected fixed-price and flexibly-priced contracts and subcontracts;
- (3) Use a format acceptable to the CFAO but, as a minimum, include the following data:
  - (i) The estimated increase or decrease in cost accumulations by Executive agency, including any impact the change may have on contract and subcontract incentives, fees, and profits, for each of the following groups:
    - (A) Fixed-price contracts and subcontracts.
    - (B) Flexibly-priced contracts and subcontracts.
  - (ii) For unilateral changes, the increased or decreased costs to the Government for each of the following groups:
    - (A) Fixed-price contracts and subcontracts.
    - (B) Flexibly-priced contracts and subcontracts; and
- (4) When requested by the CFAO, identify all affected CAS-covered contracts and subcontracts.

(e) For any change in cost accounting practice subject to paragraph (b)(1), (b)(2), or (b)(3) of this clause, the DCI proposal shall-

- (1) Show the calculation of the cost impact in accordance with paragraph (f) of this clause;
- (2) Show the estimated increase or decrease in cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to include-
  - (i) Only those affected CAS-covered contracts and subcontracts having an estimate to complete exceeding a specified amount; and
  - (ii) An estimate of the total increase or decrease in cost accumulations for all affected CAS-covered contracts and subcontracts, using the results in paragraph (e)(2)(i) of this clause;
- (3) Use a format acceptable to the CFAO but, as a minimum, include the information in paragraph (d)(3) of this clause; and
- (4) When requested by the CFAO, identify all affected CAS-covered contracts and subcontracts.

(f) For GDM and DCI proposals that are subject to the requirements of paragraph (d) or (e) of this clause, calculate the cost impact as follows:

- (1) The cost impact calculation shall include all affected CAS-covered contracts and subcontracts regardless of their status (i.e., open or closed) or the fiscal year in which the costs were incurred (i.e., whether or not the final indirect rates have been established).
- (2) For unilateral changes-
  - (i) Determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:
    - (A) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is increased cost to the Government.
    - (B) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is decreased cost to the Government;
  - (ii) Determine the increased or decreased cost to the Government for fixed-priced contracts and subcontracts as follows:
    - (A) When the estimated cost to complete using the changed practice is less than the estimated cost to complete using the current practice, the difference is increased cost to the Government.
    - (B) When the estimated cost to complete using the changed practice exceeds the estimated cost to complete using the current practice, the difference is decreased cost to the Government;
  - (iii) Calculate the total increase or decrease in contract and subcontract incentives, fees, and profits associated with the increased or decreased costs to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the cost impact been known at the time the contracts and subcontracts were negotiated; and

(iv) Calculate the increased cost to the Government in the aggregate.

(3) For equitable adjustments for required or desirable changes-

(i) Estimated increased cost accumulations are the basis for increasing contract prices, target prices and cost ceilings; and

(ii) Estimated decreased cost accumulations are the basis for decreasing contract prices, target prices and cost ceilings.

(g) For any noncompliant cost accounting practice subject to paragraph (b)(4) of this clause, prepare the GDM proposal as follows:

(1) Calculate the cost impact in accordance with paragraph (i) of this clause.

(2) Use one or more of the following methods to determine the increase or decrease in contract and subcontract prices or cost accumulations, as applicable:

(i) A representative sample of affected CAS-covered contracts and subcontracts.

(ii) When the noncompliance involves cost accumulation the change in indirect rates multiplied by the applicable base for only flexibly-priced contracts and subcontracts.

(iii) Any other method that provides a reasonable approximation of the total increase or decrease.

(3) Use a format acceptable to the CFAO but, as a minimum, include the following data:

(i) The total increase or decrease in contract and subcontract price and cost accumulations, as applicable, by Executive agency, including any impact the noncompliance may have on contract and subcontract incentives, fees, and profits, for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(ii) The increased or decreased cost to the Government for each of the following groups:

(A) Fixed-price contracts and subcontracts.

(B) Flexibly-priced contracts and subcontracts.

(iii) The total overpayments and underpayments made by the Government during the period of noncompliance.

(4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.

(h) For any noncompliant practice subject to paragraph (b)(4) of this clause, prepare the DCI proposal as follows:

(1) Calculate the cost impact in accordance with paragraph (i) of this clause.

(2) Show the increase or decrease in price and cost accumulations for each affected CAS-covered contract and subcontract unless the CFAO and Contractor agree to-

(i) Include only those affected CAS-covered contracts and subcontracts having-

(A) Contract and subcontract values exceeding a specified amount when the noncompliance involves estimating costs; and

(B) Incurred costs exceeding a specified amount when the noncompliance involves accumulating costs; and

(ii) Estimate the total increase or decrease in price and cost accumulations for all affected CAS-covered contracts and subcontracts using the results in paragraph (h)(2)(i) of this clause.

(3) Use a format acceptable to the CFAO that, as a minimum, include the information in paragraph (g)(3) of this clause.

(4) When requested by the CFAO, identify all CAS-covered contracts and subcontracts.

(i) For GDM and DCI proposals that are subject to the requirements of paragraph (g) or (h) of this clause, calculate the cost impact as follows:

(1) The cost impact calculation shall include all affected CAS-covered contracts and subcontracts regardless of their status (*i.e.*, open or closed) or the fiscal year in which the costs are incurred (*i.e.*, whether or not the final indirect rates have been established).

(2) For noncompliances that involve estimating costs, determine the increased or decreased cost to the Government for fixed-price contracts and subcontracts as follows:

(i) When the negotiated contract or subcontract price exceeds what the negotiated price would have been had the Contractor used a compliant practice, the difference is increased cost to the Government.

(ii) When the negotiated contract or subcontract price is less than what the negotiated price would have been had the Contractor used a compliant practice, the difference is decreased cost to the Government.

(3) For noncompliances that involve accumulating costs, determine the increased or decreased cost to the Government for flexibly-priced contracts and subcontracts as follows:

(i) When the costs that were accumulated under the noncompliant practice exceed the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is increased cost to the Government.

(ii) When the costs that were accumulated under the noncompliant practice are less than the costs that would have been accumulated using a compliant practice (from the time the noncompliant practice was first implemented until the date the noncompliant practice was replaced with a compliant practice), the difference is decreased cost to the Government.

(4) Calculate the total increase or decrease in contract and subcontracts incentives, fees, and profits associated with the increased or decreased cost to the Government in accordance with 48 CFR 9903.306(c). The associated increase or decrease is based on the difference between the negotiated incentives, fees, and profits and the amounts that would have been negotiated had the Contractor used a compliant practice.

(5) Calculate the increased cost to the Government in the aggregate.

(j) If the Contractor does not submit the information required by paragraph (b) or (c) of this clause within the specified time, or any extension granted by the CFAO, the CFAO may take one or both of the following actions:

(1) Withhold an amount not to exceed 10 percent of each subsequent amount payment to the Contractor's affected CAS-covered contracts, (up to the estimated general dollar magnitude of the cost impact), until such time as the Contractor provides the required information to the CFAO.

(2) Issue a final decision in accordance with FAR [33.211](#) and unilaterally adjust the contract(s) by the estimated amount of the cost impact.

(k) Agree to-

(1) Contract modifications to reflect adjustments required in accordance with paragraph (a)(4)(ii) or (a)(5) of the clauses at FAR [52.230-2](#) and [52.230-5](#); or with paragraph (a)(3)(i) or (a)(4) of the clauses at FAR [52.230-3](#) and FAR [52.230-4](#); and

(2) Repay the Government for any aggregate increased cost paid to the Contractor.

(l) For all subcontracts subject to the clauses at FAR [52.230-2](#), [52.230-3](#), [52.230-4](#), or [52.230-5](#)-

(1) So state in the body of the subcontract, in the letter of award, or in both (do not use self-deleting clauses);

(2) Include the substance of this clause in all negotiated subcontracts; and

(3) Within 30 days after award of the subcontract, submit the following information to the Contractor's CFAO:

(i) Subcontractor's name and subcontract number.

(ii) Dollar amount and date of award.

(iii) Name of Contractor making the award.

(m) Notify the CFAO in writing of any adjustments required to subcontracts under this contract and agree to an adjustment to this contract price or estimated cost and fee. The Contractor shall-

(1) Provide this notice within 30 days after the Contractor receives the proposed subcontract adjustments; and

(2) Include a proposal for adjusting the higher-tier subcontract or the contract appropriately.

(n) For subcontracts containing the clause or substance of the clause at FAR [52.230-2](#), FAR [52.230-3](#), FAR [52.230-4](#), or FAR [52.230-5](#), require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

(End of clause)

**I.33 52.232-22 LIMITATION OF FUNDS (APR 1984)**

(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 equaling the percentage of completion of the work contemplated by this contract.

(End of clause)

#### **I.34 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)**

The assignment of claims under the Assignment of Claims Act of 1940 "( [31 U.S.C.3727](#), [41 U.S.C.6305](#))" is prohibited for this contract.

(End of clause)

#### **I.35 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.

(End of clause)

**I.36 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.

(End of clause)

**I.37 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.

(End of clause)

**I.38 52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017)**

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

*Reduced payment* means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the Prime Contractor.

*Untimely payment* means a payment that is more than 90 days past due under the terms and conditions of a subcontract, for supplies and services for which the Government has paid the Prime Contractor.



(b) *Notice.* The Contractor shall notify the Contracting Officer, in writing, not later than 14 days after-

(1) A small business subcontractor was entitled to payment under the terms and conditions of the subcontract; and

(2) The Contractor-

(i) Made a reduced or untimely payment to the small business subcontractor; or

(ii) Failed to make a payment, which is now untimely.

(c) *Content of notice.* The Contractor shall include the reason(s) for making the reduced or untimely payment in any notice required under paragraph (b) of this clause.

(End of clause)

**I.39 52.242-15 STOP-WORK ORDER (AUG 1989) ALT 1 (APR 1984)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

#### **I.40 952.242-70 TECHNICAL DIRECTION (DEC 2000)**

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

(1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

(2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

(3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

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

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

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

(2) Constitutes a change as defined in the contract clause entitled "Changes;"

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must -

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

(2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

(End of clause)

**I.41 52.233-1 DISPUTES (MAY 2014) ALTERNATE I (DEC 1991)**

(a) This contract is subject to [41 U.S.C chapter 71](#), Contract Disputes.

(b) Except as provided in [41 U.S.C chapter 71](#), all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under [41 U.S.C chapter 71](#) until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under [41 U.S.C chapter 71](#). The submission may be converted to a claim under [41 U.S.C chapter 71](#), by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)

(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)

(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in [41 U.S.C chapter 71](#).

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR [33.201](#), interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(End of clause)

#### **I.42 52.246-20 WARRANTY OF SERVICES (MAY 2001)**

(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 within 30 days from the date of acceptance by the Government. 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.

(End of clause)

#### **I.43 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

#### **I.44 952.202-1 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.

(End of clause)

#### **I.45 952.203-70 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.

(End of clause)

#### **I.46 952.204-75 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.

(End of clause)

#### **I.47 952.204-77 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.

(End of clause)

#### **I.48 952.208-70 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).

(End of clause)

#### **I.49 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009)**

(a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a Prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product.

(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of two (2) 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.

(f) *Subcontracts*. (1) The Contractor shall include a clause, substantially similar to this clause, including this [paragraph \(f\)](#), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with [48 CFR part 13](#) and involving the performance of advisory and assistance services as that term is defined at [48 CFR 2.101](#). The terms “contract,” “Contractor,” and “contracting officer” shall be appropriately modified to preserve the Government's rights.

(2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by [48 CFR 909.507-1](#), and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the Contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Contractor. If the conflict cannot be avoided or neutralized, the Contractor must obtain the approval of the DOE Contracting Officer prior to entering into the subcontract.

(End of clause)

#### **I.50 952.215-70 KEY PERSONNEL (DEC 2000)**

(a) The personnel listed below or elsewhere in this contract are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:

(1) Notify the Contracting Officer reasonably in advance;

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

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

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

Program Manager

Business Manager

(End of clause)

#### **I.51 952.226-71 UTILIZATION OF ENERGY POLICY ACT TARGET ENTITIES (JUN 1996)**

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

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

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

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

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

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

(b) *Obligation.* In addition to its obligations under the clause of this contract entitled Utilization of Small Business, Small Disadvantaged and Women-Owned Small Business Concerns, the Contractor, in performance of this contract, agrees to provide its best efforts to competitively award subcontracts to entities from among the Energy Policy Act target groups.

(End of clause)

#### **I.52 952.226-72 ENERGY POLICY ACT SUBCONTRACTING GOALS AND REPORTING REQUIREMENTS (JUN 1996)**

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

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

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

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

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

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

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

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

(2) Historically Black colleges and universities: \* \* \* percent; and

(3) Colleges or universities having a student body in which more than 20 percent of the students are Hispanic Americans or Native Americans: \* \* \* percent.

[\* \* \* These goals are stated in a percentage reflecting the relationship of estimated award value of subcontracts to the value of this contract and appear elsewhere in this contract.]

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

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

(End of clause)

### **I.53 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)**

(a) *Definition. Eligible employee* means a current or former employee of a Contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for Contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its Contractors with respect to work under its contract with the Department at the time the particular position is available.

(b) Consistent with Department of Energy guidance for Contractor work force restructuring, as may be amended or supplemented from time to time, the Contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.

(c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to [41 U.S.C. 403](#)) expected to exceed \$500,000.

(End of Clause)

**I.54 952.227-82 RIGHTS TO PROPOSAL DATA (APR 1994)**

Except for technical data contained on pages \_\_\_\_ of the Contractor's proposal dated \_\_\_\_ which are asserted by the Contractor as being proprietary data, it is agreed that, as a condition of the award of this contract, and notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.

(End of Clause)

**I.55 952.216-7 ALLOWABLE COST AND PAYMENT**

As prescribed in 916.307(a), when contracting with a commercial organization modify paragraph (a) of the clause at 48 CFR 52.216-7 by adding the phrase "as supplemented by subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR)," after "FAR subpart 31.2".

(End of clause)

**I.56 952.247-70 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.

(End of clause)

**I.57 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)**

(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

(End of clause)

**I.58 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

Federal Acquisition Regulations (Clauses starting with 52): <https://www.acquisition.gov>.

Department of Energy Regulations (Clauses starting with 952): <https://www.acquisition.gov/dears>

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions.

52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation.

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation.

52.223-22 Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation.

(End of clause)

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

<b>Attachment Number</b>	<b>Title</b>
A-1	Introduction to NETL
A-2	Performance Work Statement
B	Reporting Requirements Checklist
B-1	Cost Management/Invoice Detail/Summary Staffing/OC Report Forms
B-2	Contract Organization Chart
B-3	Subcontract Status Report
B-4	EEO Inclusion Report
B-5	Contractor Business Travel Report
C	Position Qualifications
D	Government Furnished Property
E	Historical Resource Load Information
F	Performance Evaluation Management Plan
G	Enterprise Infrastructure (CLIN 00002) Supplemental Information
H	CLIN 00003 – Ent Apps Details
I	CLIN 00004 – Current NETL Cybersecurity Definitions
J	Activity 00005a – High Performance Computing (HPC) Supplemental Information
K	Service Desk Stats 12 Months
L	Governance & Overarching Definitions
M	EDX Minimum Requirements
N	DOE G 415.1-1 Information Technology Project Execution Model (PEM) Guide
O	Vendor Questions to Draft RFP & Government Responses

## J.1 ATTACHMENT A-1 – NETL INTRODUCTION

### INTRODUCTION TO THE NATIONAL ENERGY TECHNOLOGY LABORATORY

The National Energy Technology Laboratory (NETL) is a U.S. Department of Energy national laboratory that drives innovation and delivers technological solutions for an environmentally sustainable and prosperous energy future. Through its world-class scientists, engineers and research facilities, NETL is ensuring affordable, abundant and reliable energy that drives a robust economy and national security, while developing technologies to manage carbon across the full life cycle, enabling environmental sustainability for all Americans, advancing environmental justice and revitalizing the economies of disadvantaged communities. Leveraging the power of workforce inclusivity and diversity, highly skilled innovators at NETL's research laboratories in Albany, Oregon; Morgantown, West Virginia; and Pittsburgh, Pennsylvania conduct a broad range of research activities that support DOE's mission to ensure America's security and prosperity by addressing its energy and environmental challenges through transformative science and technology solutions.

NETL is the only government-owned, government-operated laboratory in the DOE complex and possesses the competency, capability and authority to grasp strategic imperatives and lead initiatives that advance America's energy, economic and manufacturing priorities.

NETL's research and professional staff includes a broad spectrum of technical professionals, including scientists, engineers, economists, accountants, and attorneys; post-graduate, graduate, and undergraduate research associates; research support staff; and technical project managers at three NETL research sites and two field offices in Anchorage, Alaska and Houston, Texas.

NETL is in a unique position to accelerate the development of technology solutions through mission-driven research and development (R&D) projects for DOE/FECM in addition to its support, through program management services, to DOE's Office of Energy Efficiency and Renewable Energy; Office of Cybersecurity, Energy Security and Emergency Response; and Office of Electricity (OE).

More than 1700 full-time equivalent employees support the NETL mission. The laboratory's research portfolio includes more than 1,000 projects — totaling an award value of nearly \$5 billion and a cost share of more than \$1.3 billion — with more than 600 partners from small and large American businesses, national research organizations, colleges and universities, and other government laboratories, including nine of NETL's sister DOE national laboratories.

NETL is organized to provide flexible, dynamic expertise and capabilities to its public and private sector customers throughout the nation. The Laboratory is focused on:

- Developing and maturing innovative energy technologies through strong and diverse extramural partnerships and collaborations.
- Maximizing technical achievement while minimizing cost and risk through technical program planning and long-term strategies.
- Emphasizing partnerships with industry, institutes of higher education, nonprofit organizations, small businesses, other federal agencies and national laboratories on global, state and local levels.
- Cultivating a world-class science and technology workforce.
- Building and maintaining a unique, world-class laboratory infrastructure that supports enduring mission elements.
- Integrating its extramural and intramural research to promote collaboration and coordination.
- Increasing transparency in business planning and technical operations.

- Prioritizing science, global climate change mitigation, social equity, environmental justice and economic revitalization.

The Laboratory's research portfolio supports critical domestic energy initiatives that touch the lives of virtually all Americans. Our innovations support decarbonization and responsible stewardship of our environment; create valuable products from domestic resources; and inform energy strategies that work toward achieving net-zero CO<sub>2</sub> emissions by mid-century while supporting a clean energy economy that creates good-paying jobs, spurs economic revitalization, advances environmental justice, remediates environmental degradation and supports energy workers in communities across the country.

Our nation realizes an effective return on research investment when energy solutions transfer to the commercial marketplace and support economic activity and workforce development. Licensing agreements with large and small American companies bring viable solutions to market, while internships and other educational programs allow renowned researchers to interact and inspire students who will become tomorrow's scientists. Further, NETL-sponsored papers, presentations, publications, websites and conferences ensure that Laboratory breakthroughs are shared openly with decision-makers, stakeholders and other researchers around the globe.

## **NETL Organization**

NETL is led by the **Office of the Director**, which maintains full control and authority, including delegated authority, over the complete NETL complex for delivery and execution of NETL's mission.

In continuous pursuit of the mission and to sustain NETL as a world-class research and development enterprise, the Office of the Director promotes organizational direction toward sustainability, consistency, effectiveness and efficiency in research efforts and business practices. The Office of the Director:

- Leads development of the NETL Strategic Plan, including identification of future competencies.
- Promotes NETL efficiency and effectiveness by establishing and maintaining organizational standards and metrics for quality, productivity, employee development and workforce utilization.
- Oversees the preparation, justification and execution of NETL's institutional budget under guidance provided by the Assistant Secretary for Fossil Energy and Carbon Management and the Department of Energy's Chief Financial Officer.
- Exemplifies and promotes the highest levels of safety, scientific integrity, public accountability and social responsibility in the conduct of research and development programs.
- The Communications and Public Affairs Team manages all NETL-wide public affairs and communications functions in support of the Director, the Department, and the Office of Fossil Energy and Carbon Management. The team is responsible for developing and implementing NETL communications and public affairs strategy that elevates the NETL brand by developing NETL high-level messages and managing development of NETL communication products and internal communications efforts.

NETL is organized into four Centers and one unit under the Office of the Director: the Research and Innovation Center, the Science & Technology Strategic Plans & Programs unit, the Technology Development Center, the Laboratory Operations Center, and the Finance & Acquisitions Center. The Office of the Director also oversees the Office of the Chief Counsel and the Communications and Public Affairs team.

**The Research and Innovation Center** nurtures and exercises core technical competencies that enable NETL to be an international resource for fossil energy technology discovery, development and deployment. The technical core competencies, which combine world-class expertise with mission-relevant laboratory facilities, include: Computational Engineering, Energy Conversion Engineering, Geological and Environmental Systems, Materials and Manufacturing Engineering, and Systems Analysis & Engineering.



Core competencies are exercised in collaboration with industry, academia and other government laboratories, to deliver knowledge and technologies that enable affordable, environmentally sustainable utilization of the nation's abundant, domestic energy resources.

**The Science and Technology Strategic Plans and Programs** unit will develop the strategic direction for NETL programs and activities that will identify future competency requirements; leverage existing capabilities to optimize output, including through repositioning and redeployment as necessary; and identify investments to sustain and grow the Laboratory. Strategic planning efforts are centered on NETL's enduring missions: effective resource development, efficient energy conversion and environmental sustainability. In pursuit of those objectives, the Science and Technology Strategic Plans and Programs unit will:

- Lead development of annual enterprise portfolio planning, connecting objectives of the strategic plan to specific actions, and including quantifiable deliverables and measurable outcomes.
- Develop technology roadmaps including the DOE Annual Laboratory Plan, the FECM Roadmap and integrated program development plans.
- Define technical capabilities that require investment for the long-term strength of NETL including budgetary requirements for achieving those capabilities.
- Develop a collective strategy and engagement plan for external stakeholders.
- Pursue partnerships with other national laboratories, industries and academia.
- Develop and implement a strategic plan for international efforts to advance the overall strategy of NETL research focus areas.

The Science and Technology Strategic Plans are executed by the Research and Innovation Center and the Technology Development and Integration Center.

**The Technology Development Center** implements national programs in fossil energy and carbon management and broader DOE programs in collaboration with partners through integrated technical and business teams that define, solicit, negotiate, award, manage and deliver federally sponsored research and development. The Center will:

- Define project technical and budget requirements to achieve research objectives.
- Lead program/project teams to prepare and issue competitive solicitations.
- Negotiate and manage projects with industry, universities, and national laboratories.
- Coordinate and communicate project results and accomplishments.
- Maintain a qualified and experienced workforce through training and job assignments.
- Support DOE and NETL program planning, development, analysis, execution, outreach and communication efforts.
- Maintain and utilize project management best practices to reduce project risk, enhance project outcomes, and support DOE program success.
- Leverage multiple perspectives and lessons learned through collaboration with RIC system analysts and researchers and FAC procurement specialists to develop and execute funding opportunities and projects that efficiently and effectively advance technology development objectives.
- Utilize an integrated systems perspective to appropriately develop and manage projects, especially with respect to project de-risking (FAC) and technology maturation (RIC).

The Technology Development and Integration Center's work will be performed through four organization element areas: Natural Gas & Oil, Advanced Coal & Carbon Management, Energy Efficiency, and Energy Delivery and Security.

**The Laboratory Operations Center** manages a comprehensive, fully integrated program of operations and services necessary to support the NETL mission and in accordance with applicable law, federal policy, and

best practices. The center maintains and develops facilities, while implementing, integrating, monitoring and continuously improving the products and services required to support NETL research, business and laboratory operations. The center’s responsibilities encompass security, facility operations, information technology and strategic support to:

- Maintain physical and cyber security.
- Perform internal compliance reviews.
- Provide strategic analysis, best practices and improved functions for efficiency.
- Manage facility engineering and property accountability.
- Manage environmental safety and health.
- Provide information technology and records management.
- Coordinate human resources and career management.
- Communicate equal employment opportunity.
- Maintain effective communications.

**The Finance and Acquisition Center** plans, directs, and coordinates NETL’s chief financial officer (CFO), procurement, and financial assistance (financial award and grant) functions to ensure effective oversight and stewardship of the Laboratory’s financial resources through the following major roles:

- Develop and implement the Laboratory’s financial policies.
- Serves as the principal advisor to the NETL Director and other senior NETL officials on matters related to the Laboratory’s financial resources, procurements, and financial assistance activities.
- Serves as liaison with DOE CFO and Procurement offices.
- Serves as the financial liaison with Fossil Energy leadership for budget and financial assistance matters.
- Ensures the financial integrity of the Laboratory’s books and records.
- Manages and monitors the funds control process.
- Provides contractual and financial expertise for sound procurement and business management.
- Implements and coordinates Federal acquisition and assistance policies and procedures.

## NETL Budget



### FY2021 Budget \$1.1B

#### Advanced Coal & Carbon Management Program

Carbon Capture	\$126M
Carbon Utilization	\$ 23M
Carbon Storage	\$ 79M
Adv. Energy Systems	\$122M
Crosscutting Research	\$ 72M
STEP	\$ 15M
Transform. Coal Pilots	\$ 10M

#### Natural Gas & Oil Program

Natural Gas Tech.	\$ 57M
Unconvent. FE Tech.	\$ 46M

#### FE Program Support

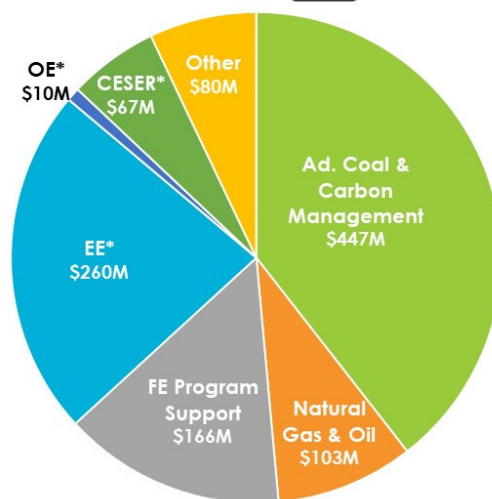
Program Direction	\$ 28M
NETL Research & Ops.	\$ 83M
NETL Infrastructure	\$ 55M

#### Non-Fossil Programs\*

EE	\$260M
OE	\$ 10M
CESER	\$ 67M

#### Strategic Partnerships

Other	\$ 80M
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\*estimated and subject to change

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

The Performance Work Statement is provided as a separate attachment entitled “**89243324RFE000084-PWS.pdf**”.

**J.3 ATTACHMENT B – REPORTING REQUIREMENTS CHECKLIST**

<b>1. AWARDEE: TBD</b>	<b>2. IDENTIFICATION NUMBER: TBD</b>																																					
<b>3. REPORT SUBMISSION:</b>																																						
<p>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.</p> <p>The reports in this checklist apply to the contract in general. The Performance Work Statement (PWS) may require other specific reports and/or deliverables.</p>																																						
<b>4. PLANNING AND REPORTING REQUIREMENTS:</b>																																						
<p><b>A. GENERAL MANAGEMENT</b></p> <p><input checked="" type="checkbox"/> Management Plan  <input checked="" type="checkbox"/> Status Report  <input type="checkbox"/> PEP Documentation Report  <input checked="" type="checkbox"/> Quality Assurance Management Plan  <input checked="" type="checkbox"/> Annual Work Operating Plan</p> <p><b>B. SCHEDULE/LABOR/COST</b></p> <p><input checked="" type="checkbox"/> Cost Management Report  <input checked="" type="checkbox"/> Invoice Detail Report  <input checked="" type="checkbox"/> Staffing Report Summary  <input checked="" type="checkbox"/> Open Commitment Detail Report  <input checked="" type="checkbox"/> Contract Organization Chart  <input checked="" type="checkbox"/> Subcontract Status Report  <input checked="" type="checkbox"/> Annual Indirect Rate Submission</p> <p><b>C. ENVIRONMENTAL ES&amp;H</b></p> <p><input checked="" type="checkbox"/> Hazardous Substance Plan  <input checked="" type="checkbox"/> Hazardous Waste Report  <input checked="" type="checkbox"/> ES&amp;H Hot Line Report  <input checked="" type="checkbox"/> ES&amp;H Reports (DOE O 231.1, M 231.1-1, O 232.1)  <input checked="" type="checkbox"/> Integrated Safety Management Plan (DOE P 450.4)</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:30%;">FORM NO.</th> <th style="width:30%;">FREQ:</th> </tr> </thead> <tbody> <tr><td>None</td><td>O, C</td></tr> <tr><td>None</td><td>M</td></tr> <tr><td>None</td><td>E</td></tr> <tr><td>None</td><td>O, A*</td></tr> <tr><td>None</td><td>PY</td></tr> <tr><td>See Text</td><td>M</td></tr> <tr><td>See Text</td><td>M</td></tr> <tr><td>See Text</td><td>M</td></tr> <tr><td>See Text</td><td>M</td></tr> <tr><td>See Text</td><td>O, A</td></tr> <tr><td>See Text</td><td>S</td></tr> <tr><td>See Text</td><td>A**</td></tr> <tr><td>None</td><td>O</td></tr> <tr><td>None</td><td>FC</td></tr> <tr><td>None</td><td>A</td></tr> <tr><td>See Orders &amp; Manuals</td><td>A</td></tr> <tr><td>See DOE Orders</td><td>O, A*</td></tr> </tbody> </table>	FORM NO.	FREQ:	None	O, C	None	M	None	E	None	O, A*	None	PY	See Text	M	See Text	M	See Text	M	See Text	M	See Text	O, A	See Text	S	See Text	A**	None	O	None	FC	None	A	See Orders & Manuals	A	See DOE Orders	O, A*	<p><b>D. PROPERTY</b></p> <p><input checked="" type="checkbox"/> Property Management System  <input checked="" type="checkbox"/> Property in the Custody of Contractors  <input checked="" type="checkbox"/> Report of Physical Inventory  <input checked="" type="checkbox"/> Report of Termination or Completion Inventory</p> <p><b>E. OTHER</b></p> <p><input type="checkbox"/> Individual Subcontract Report  <input type="checkbox"/> Summary Subcontract Report  <input checked="" type="checkbox"/> Service Contract Inventory  <input checked="" type="checkbox"/> Biobased Reporting  <input checked="" type="checkbox"/> EEO and Inclusion Report  <input type="checkbox"/> Key Personnel Staffing Report  <input checked="" type="checkbox"/> Business Travel  <input checked="" type="checkbox"/> Contractor GSA Vehicle Request</p>
FORM NO.	FREQ:																																					
None	O, C																																					
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None	FC																																					
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See Orders & Manuals	A																																					
See DOE Orders	O, A*																																					
<b>5. FREQUENCY CODES AND DUE DATES:</b>																																						
<b>DEFINITION</b>	<b>Calendar days due after event</b>	<b>DEFINITION</b>	<b>Calendar days due after event</b>																																			
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																																					
<p><b>Property Reports</b></p> <p>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</p>		<p><b>Other Web-based reports</b></p> <p>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></p>																																				
<p>* 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.</p>																																						
<b>6. SPECIAL INSTRUCTIONS:</b>																																						
<p>Contractor’s Fiscal Year: <b>TBD</b>  The forms identified, with a forms number, in the checklist are available at <a href="http://www.netl.doe.gov/business/forms.html">http://www.netl.doe.gov/business/forms.html</a>.</p>																																						

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## **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 kick-off meeting 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 potential 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 are 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 Contractor's 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.

## **ANNUAL WORK OPERATING PLAN**

The Research and Innovation Center uses the Annual Work Operating Plan to plan and implement on-site research programs. The plan shall comply with the requirements of the clause identified in Part I, Section G – "Annual Work Operating Plan".

## **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 award fee pools (if applicable).

### ***FORM***

An Excel file (89243323RFE000075-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 Plan 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 award fee (if applicable) earned but not yet invoiced to NETL. Upon completion of the first award fee period (if applicable) estimates for fee shall be based on the average percentage of historic fee earned, not 100% of available award fee pool (if applicable). 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 Award Fee (if applicable) included in OC’s will be a cumulative amount and will only be reduced when the CO authorizes a payment. The Award Fee (if applicable) 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 incorporate 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 element’s 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 (89243323RFE000075-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’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 (E) 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.  
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 including Pittsburgh, PA; Morgantown, WV; Sugar Land, TX; 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 award 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 (89243323RFE000075-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); Sugar Land, TX (HOU); 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 and Management Plan (PEMP).

***FORM***

An Excel workbook (89243323RFE000075-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 (NOV 2017)

### **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) 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.

### **ANNUAL CONTRACT REPORTING REQUIREMENT**

As per contract reporting requirements, all NETL site support Contractors are to submit their contract's FTE Organization Chart deliverable on an annual basis no later than the November 30 using the Contractor FTE Organization Chart excel template. FTE allocation should be derived from the Contractor's CMR reporting ending October 31, and based on a current snapshot of FTE assignments supporting various NETL organizations.

Your report should include all FTEs assigned to the Prime Contractor, Significant/First-Tier Subcontractors, and all lower tier Subcontractors. Indirect FTEs should be included in your submission using Org Code 000. If an employee's work is split between multiple NETL divisions, separate FTE entries will be required for that employee. Be sure that each employee's total FTE allocation is no more than 1.0 FTE per person. Your completed report should be returned via e-mail to your Contract COR.

### **FORM**

An Excel workbook (89243323RFE000075-ContractOrgChart.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**

Detailed guidance for completing the Contractor's annual FTE Organization Chart excel template are provided below and will be included in the workbook mailing.

<u>Item</u>	<u>Description</u>
1	<b>Submittal Date:</b> Enter the submission date of the report.
2	<b>Source Document:</b> Enter source document used for obtaining the data (this should reflect information from October CMR/invoice submission).
3	<b>Submitted by:</b> Enter the name and phone number of the individual authorized to submit the report.
4	<b>Contract:</b> <b>Select from drop-down menu</b> to enter the official contract number ( <i>i.e.</i> , DE-FE0004003). Note: Full name of contract will be displayed in cell adjacent to contract number.
5	<b>NETL Org ID:</b> <b>Select from drop-down menu</b> to enter the current NETL organizational code that the employee supports ( <i>i.e.</i> , 120, 300, 311, <i>etc.</i> ). If the employee supports more than one NETL organization, then multiple entries for a single employee will be required. All Indirect FTEs should be coded as "000". This column is formatted as a TEXT column.
6	<b>NETL Organization Name (Not for Contractor data input):</b> When Contractor selects 'Org ID' a formula will automatically display the corresponding 'NETL Organization Name'. Check for accuracy.

- 7 **Labor Category:** Enter the appropriate labor category of the employee (*i.e., Scientist 4, Secretary I, etc.*).
- 8 **Last Name Employee:** Enter the full last name of the employee (letters only). Last names should NOT be in all capital letters. Vacancies should be entered as 'VACANCY' (*Note: Do not use any other term for a vacancy, such as 'TBD', etc.*). Any employees that also work for more than one NETL organization shall be listed with FTE allocations on separate rows.
- 9 **First Initial Employee:** Enter the first initial of the employee (no period). For employees with identical last names and first initial, include the second letter of the first name. For employees with identical last names and first two initials, include the third letter of the first name. If an employee works for more than one Contractor, include the employee's entire first name. Do NOT use all capitals.

Examples: Smith, J - or - Smith, Jo - or - Or Smith, Joh

- 10 **Employee PTS# (*optional - new field replacing ARRA*):** If available, please enter the employee PTS# (NETL Personnel Tracking System) which is no more than 5 digits). For Contractors that do not have access to the system or are not aware of their employee's PTS#, this field can be left blank.
- 11 **Company No: Select assigned company number from drop-down menu which is linked to the 'Company Key' tab listing.** If other companies need to be added to drop-down menu, Contractors may update the 'Company Key tab' list as needed. The Company Code # will consist of: contract acronym (alpha characters), hyphen, and numerals in ascending sequence; Contract Abbreviation; and Company name. See additional instructions on Company Key worksheet.
- 12 **FTE Allocation:** Enter the FTE percentage allocated to the specific NETL Organization. Employee should only be listed once for each NETL organization. Use two (2) decimal places only. An employee may have multiple entries, but total FTE value should not exceed 1.00 FTE.
- 13 **Location: Select from drop-down menu** to enter the employee's duty station from the following NETL or Offsite work locations only:

A = Albany, OR

AK = Alaska

P = Pittsburgh, PA

M = Morgantown, WV

R = Research Ridge

H = Houston, TX

O = Offsite (Example: Denver, CO, Oak Ridge, TN, Washington, DC, etc.)

- 14 **Status: Select 'New' or 'Incumbent' from drop-down menu as described below:**  
**New:** Has not previously worked on an NETL site support contract prior to commencement of current contract employer.  
**Incumbent:** Worked for another NETL Contractor any time prior to commencement of current contract.
- 15 **Comments:** Enter additional comments as needed.
- 16 **FTE by Location (*Not for Contractor input*):** A formula has been provided to automatically populate the specific columns for each employee entry, based on the corresponding location code selected in the 'Location' column and FTE value provided. Check for accuracy.



- 17 **Contract (Not for Contractor input):** A formula has been provided to automatically populate the specific contract abbreviation for each employee entry, based on the ‘Company Code’ selected. Check for accuracy.
- 18 **Company Name (Not for Contractor input):** A formula has been provided to automatically populate the company name for each employee entry, based on the ‘Company Code’ selected. Check for accuracy.

***SUPPLEMENTAL INSTRUCTIONS***

- Information provided on employee status should be based on a snapshot in time as of the date of the most recent CMR/invoice submission.
- Verify data:
  - Is information valid?
  - Eliminate positions that are duplicates.
  - Employee has not been separated or on extended leave.
  - Check spelling.
- Contractors should not overwrite columns with drop-down menus or formulas. The template includes formulas for hundreds of rows. However, Contractor should ensure that formula is accurate if it was necessary to insert additional rows.
- Prime Contractors, Significant/First-tier subcontractors, and all lower-tier Subcontractors should be included in submittal.
- Enter number of FTEs charged against a specific NETL organization code. Any essential Indirect FTEs that provide support to the contract in its entirety (not a specific organization) should be coded as “000”. If the FTE is split between NETL organizations, separate entries will be required for each designation. Be sure the employee’s FTE value totals to the correct FTE allocation.
- **DO** list vacancies.
- **DO** submit data for an employee on extended leave.

***AVOID***

- Avoid duplicate entries.
- An employee should only be listed once per NETL Code #.
- Total FTE allocation(s) per employee cannot exceed 1 FTE.

**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 (89243323RFE000075-SubcontractStatusReport.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 inclusive dates of current reporting period.
- 2      Enter the official contract title.

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- 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 who entered into a contractual agreement with the Offeror 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: <https://www.dcaa.mil/Checklists-Tools/ICE-Model/>. 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 Submissions" 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 AND INCLUSION REPORT**

#### ***PURPOSE***

The data provided in this report serves two major purposes:

1. To demonstrate the NETL Contractor's compliance with the rules, regulations and policies of the EEO laws, DOE EEO directives (DOE 311.1B) 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.
2. To provide Contractor workforce data in support of the Human Resources section of the NETL Annual Laboratory Plan as provided to DOE Headquarters.

#### ***FORM***

An Excel workbook (89243323RFE000075-EEOInclusionReport.xlsx) has been included as a sample template in Part III, Section J.

#### ***SCOPE OF CONTRACTOR WORKFORCE DATA SET***

The NETL Contractor shall provide summary-level Headcount and FTE data on Contractor personnel for the NETL-defined labor categories and ethnic groups (e.g., Blacks, Hispanics, Women, etc.) as detailed in the annual NETL EEO Data Collection template. Scope of this data collection will take into account the following Contractor employee groups:

1. On-site and off-site Contractor employees who work 50% or more of their time in support of the NETL contract (regardless of their geographic work station);
2. Prime Contractor employees onboard as of the end of the Federal fiscal year;
3. Significant Subcontractors whose labor is directly invoiced to the government.

#### ***SUBMITTAL INFORMATION***

1. Total Permanent Workforce as of the end of the Federal fiscal year;
2. Paid Student Employees on board during the Federal fiscal year;
3. Temporary Personnel on board during the Federal fiscal year; and,
4. Copy of the company's most recent official EEO policies (i.e., can include web-site posting).

## **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 (89243323RFE000075-ContractorBusinessTravel.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***

#### **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.

## **CONTRACTOR GSA VEHICLE TRAVEL REQUEST**

### ***PURPOSE***

Government Contractors may use Government motor vehicles when authorized by the Contracting Officer.

### ***SUBMITTAL INFORMATION***



The Contractor shall submit a written request to the Contracting Officer to obtain authorization to utilize GSA vehicles. This request shall consist of the Contractor's documented policy for ensuring that:

- (a) Government motor vehicles are used for official purposes only and solely in the performance of the contract;
- (b) Government motor vehicles cannot be used for transportation between residence and place of employment, unless authorized in accordance with 31 U.S.C. 1344 and 41 CFR Part 102-5;
- (c) The Contractor's assurance to:
  - (1) Establish and enforce suitable penalties against employees who use, or authorize the use of, Government motor vehicles for unofficial purposes or for other than in the performance of the contract; and
  - (2) Pay any expenses or cost, without Government reimbursement, for using Government motor vehicles other than in the performance of the contract.

#### **J.4 ATTACHMENT B-1 – COST MANAGEMENT/INVOICE DETAIL/SUMMARY STAFFING/OC REPORT FORMS**

The Cost Management/Invoice Detail/Summary Staffing/OC Report templates are provided as a separate attachment entitled “**89243324RFE000084-CMR-Invoice-Staffing-OC.xlsx**”.

## **J.5 ATTACHMENT B-2 – CONTRACT ORGANIZATION CHART**

The Contract Organization Chart template is provided as a separate attachment entitled “89243324RFE000084-ContractOrgChart.xlsx”.

## **J.6 ATTACHMENT B-3 – SUBCONTRACT STATUS REPORT**

The Subcontract Status Report is provided as a separate attachment entitled “**89243324RFE000084-SubcontractStatusReport.xlsx**”.

## **J.7 ATTACHMENT B-4 – EEO INCLUSION REPORT**

The EEO Inclusion Report is provided as a separate attachment entitled “**89243324RFE000084-EEOInclusionReport.xlsx**”

## **J.8 ATTACHMENT B-5 – CONTRACTOR BUSINESS TRAVEL REPORT**

The Contractor Business Travel Report is provided as a separate attachment entitled “**89243324RFE000084-ContractorBusinessTravel.xlsx**”

## J.9 ATTACHMENT C – POSITION QUALIFICATIONS

Position Title	Minimum Qualifications
<b>AI/ML Scientist-Sr</b>	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in data science or a related field AND four years of related work experience in data modeling, big data, data mining, data analytics, and reporting AND Data Science Professional Certificate or relevant subject matter equivalent certification</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in data science or a related field AND six years of related work experience in data modeling, big data, data mining, data analytics, and reporting AND Data Science Professional Certificate or relevant subject matter equivalent certification</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Ten years of related work experience in data modeling, big data, data mining, data analytics, and reporting AND Data Science Professional Certificate or relevant subject matter equivalent certification</li> </ul>
<b>Applications/Systems Architect (EDX)</b>	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in a related field AND four years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in a related field AND six years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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 a related field AND two years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate's Degree in a related field AND four years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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 a related field</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate's Degree in a related field AND two years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Four years of related work experience</li> </ul>
<b>Business Analyst</b>	<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</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in information technology or business-related AND Six years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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</li> </ul>

	<p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate’s Degree in information technology or business-related AND four years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate’s Degree in information technology or business-related AND two years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Four years of related work experience</li> </ul>
<p><b>Business Intelligence/Data Analytics Analyst</b></p>	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in software engineering, computer engineering, computer science, information technology, information sciences or a related field AND four years of practical experience in data modeling, big data, data mining, business intelligence, dashboards, and reporting</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in software engineering, computer engineering, computer science, information technology, information sciences or a related field AND six years of practical experience in data modeling, big data, data mining, business intelligence, dashboards, and reporting</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Ten years of practical experience in data modeling, big data, data mining, business intelligence, dashboards, and reporting</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 data modeling, big data, data mining, business intelligence, dashboards, and reporting</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate’s Degree in software engineering, computer engineering, computer science, information technology, or a related field AND four years of practical experience in data modeling, big data, data mining, business intelligence, dashboards, and reporting</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Six years of practical experience in data modeling, big data, data mining, business intelligence, dashboards, and reporting</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</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate’s Degree in software engineering, computer engineering, computer science, information technology, or a related field AND two years of practical experience in data modeling, big data, data mining, business intelligence, dashboards, and reporting</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Four years of practical experience in data modeling, big data, data mining, business intelligence, dashboards, and reporting</li> </ul>



<b>Business Manager</b>	<ul style="list-style-type: none"> <li>• Bachelor's Degree in business or related discipline AND a minimum of 5 years of management oversight for a staff of at least 20 personnel with responsibility 'or providing administrative support and services to a technical or research organization (i.e., professionals, engineers, scientists, etc.) with at least 75 employees</li> </ul>
<b>Chief Architect (HPC)</b>	<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 on high-performance computing</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in computer science, information technology, engineering, or related field AND eight years of related work experience on high-performance computing</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Fourteen years of related work experience on high-performance computing</li> </ul>
<b>Chief Architect (Research)</b>	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in a related field AND four years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in a related field AND six years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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 a related field AND two years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate's Degree in a related field AND four years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Six years of related work experience</li> </ul>
<b>Client Systems Engineer</b>	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in computer science, information technology, engineering, or related field AND four years of related work experience AND one or more related expert level certifications (e.g., Microsoft 365 Specialty/Expert Level, LPIC, RHCE, etc.)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in computer science, information technology, engineering, or related field AND six years of related work experience AND one or more related expert level certifications (e.g., Microsoft 365 Specialty/Expert Level, LPIC, RHCE, etc.)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Ten years of related work experience AND one or more related expert level certifications (e.g., Microsoft 365 Specialty/Expert Level, LPIC, RHCE, etc.)</li> </ul> <p><b>Intermediate</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in computer science, information technology, engineering, or related field AND two years of related work experience AND one or more entry/mid-level certifications (e.g., Microsoft 365 Associate Level, CompTIA Linux+ etc.,)</li> </ul>

	<p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate’s Degree in computer science, information technology, engineering, or related field AND four years of related work experience AND one or more entry/mid-level certifications (e.g., Microsoft 365 Associate Level, CompTIA Linux+ etc.,)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Six years of related work experience AND one or more entry/mid-level certifications (e.g., Microsoft 365 Associate Level, CompTIA Linux+ etc.,)</li> </ul> <p><b>Junior</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in computer science, information technology, engineering, or related field</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate’s Degree in computer science, information technology, engineering, or related field AND two years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Four years of related work experience</li> </ul>
<b>Cloud Security Specialist</b>	<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 in cloud security best practices</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor’s Degree in information technology or network security AND six years of related work experience in cloud security best practices</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Ten years of related work experience in cloud security best practices</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 in cloud security best practices</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate’s Degree in information technology or network security AND four years of related work experience in cloud security best practices</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Six years of related work experience in cloud security best practices</li> </ul> <p><b>Junior</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in information technology or network security</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate’s Degree in information technology or network security AND two years of related work experience in cloud security best practices</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Four years of related work experience in cloud security best practices</li> </ul>
<b>Computer Systems Analyst</b>	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in a related field AND four years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in a related field AND six years of related work experience</li> </ul> <p><i>OR</i></p>

	<ul style="list-style-type: none"> <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 a related field AND two years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate's Degree in a related field AND four years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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 a related field</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate's Degree in a related field AND two years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Four years of related work experience</li> </ul>
<b>Cybersecurity Engineer</b>	<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 AND one or more industry security certifications (CompTIA Security+, Cloud Security Certificates, CISSP, etc.)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in engineering, computer science, information technology or network security AND six years of related work experience AND one or more industry security certifications (CompTIA Security+, Cloud Security Certificates, CISSP, etc.)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Ten years of related work experience AND one or more industry security certifications (CompTIA Security+, Cloud Security Certificates, CISSP, etc.)</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 AND one or more industry security certifications (CompTIA Security+, Cloud Security Certificates, CISSP, etc.)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate's Degree in engineering, computer science, information technology or network security AND four years of related work experience AND one or more industry security certifications (CompTIA Security+, Cloud Security Certificates, CISSP, etc.)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Six years of related work experience AND one or more industry security certifications (CompTIA Security+, Cloud Security Certificates, CISSP, etc.)</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</li> </ul> <p><i>OR</i></p>

	<ul style="list-style-type: none"> <li>• Associate’s Degree in engineering, computer science, information technology or network security AND two years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Four years of related work experience</li> </ul>
<p><b>Cybersecurity Operations Analyst</b></p>	<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 AND one or more industry security certifications (CompTIA Security+, CompTIA Network+, Cloud Security Certificates, CISSP, CISA, etc.)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in information technology or network security AND six years of related work experience AND one or more industry security certifications (CompTIA Security+, CompTIA Network+, Cloud Security Certificates, CISSP, CISA, etc.)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Ten years of related work experience AND one or more industry security certifications (CompTIA Security+, CompTIA Network+, Cloud Security Certificates, CISSP, CISA, etc.)</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</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate’s Degree in information technology or network security AND four years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate’s Degree in information technology or network security AND two years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Four years of related work experience</li> </ul>
<p><b>Desktop Technician/Video Telecom Technician/Wireless Technician</b></p>	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in computer science, information technology, engineering, or related field AND Four years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in computer science, information technology, engineering, or related field AND Six years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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 computer science, information technology, engineering, or related field AND Two years of related work experience</li> </ul> <p><i>OR</i></p>

	<ul style="list-style-type: none"> <li>• Associate’s degree in computer science, information technology, engineering, or related field AND four years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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 computer science, information technology, engineering, or related field Degree</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate’s degree in computer science, information technology, engineering, or related field AND two years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Four years of related work experience</li> </ul>
<b>Helpdesk Technician</b>	<ul style="list-style-type: none"> <li>• Bachelor’s Degree in computer science, information technology, engineering, or a related field</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate’s Degree in computer science, information technology, engineering, or a related field, AND two years of related experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Four years of related experience</li> </ul>
<b>Information Assurance Analyst</b>	<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 AND one or more industry security certifications (CompTIA Security+, FedRAMP certification, CISSP, CISA, etc.)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in engineering, computer science, information technology or network security AND six years of related work experience AND one or more industry security certifications (CompTIA Security+, FedRAMP certification, CISSP, CISA, etc.)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Ten years of related work experience AND one or more industry security certifications (CompTIA Security+, FedRAMP certification, CISSP, CISA, etc.)</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</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate’s Degree in engineering, computer science, information technology or network security AND four years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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</li> </ul> <p><i>OR</i></p>

	<ul style="list-style-type: none"> <li>• Associate’s Degree in engineering, computer science, information technology or network security AND two years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Four years of related work experience</li> </ul>
<b>Information Security Engineer</b>	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in engineering, computer science, information technology, network security or a related field AND four years of related work experience AND one or more industry security certifications (CompTIA Security+, CompTIA Network+, CompTIA Linux+, CompTIA Cloud+, (ISC)<sup>2</sup> CISSP, ISACA CISM, ISACA CISA, (ISC)<sup>2</sup> CCSP or relevant subject matter equivalent certification)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in engineering, computer science, information technology, network security or a related field AND six years of related work experience AND one or more industry security certifications (CompTIA Security+, CompTIA Network+, CompTIA Linux+, CompTIA Cloud+, (ISC)<sup>2</sup> CISSP, ISACA CISM, ISACA CISA, (ISC)<sup>2</sup> CCSP or relevant subject matter equivalent certification)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Ten years of related work experience AND one or more industry security certifications (CompTIA Security+, CompTIA Network+, CompTIA Linux+, CompTIA Cloud+, (ISC)<sup>2</sup> CISSP, ISACA CISM, ISACA CISA, (ISC)<sup>2</sup> CCSP or relevant subject matter equivalent certification)</li> </ul> <p><b>Intermediate</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in engineering, computer science, information technology, network security or a related field AND two years of related work experience AND one or more industry security certifications or relevant subject matter equivalent certifications</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate’s Degree in engineering, computer science, information technology, network security or a related field AND four years of related work experience AND one or more industry security certifications or relevant subject matter equivalent certifications</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Six years of related work experience AND one or more industry security certifications or relevant subject matter equivalent certifications</li> </ul>
<b>Manager/Team Lead</b>	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in information systems, business administration (MBA), or a relevant Master’s Degree in the field in which they will manage AND six years of experience managing projects adhering to formalized project management frameworks AND six years of experience managing personnel</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in information systems, business administration, or a relevant Master’s Degree in the field in which they will manage AND eight years of experience managing projects adhering to formalized project management frameworks AND eight years of experience managing personnel</li> </ul> <p><i>OR</i></p>

	<ul style="list-style-type: none"> <li>• Ten years of experience managing projects adhering to formalized project management frameworks AND ten years of experience managing personnel</li> </ul> <p><b>Intermediate</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in information systems, business administration, or a relevant Master's Degree in the field in which they will manage AND four years of experience managing projects adhering to formalized project management frameworks AND four years of experience managing personnel</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate's Degree in business information systems, business administration, or a relevant Master's Degree in the field in which they will manage AND six years of experience managing projects adhering to formalized project management frameworks AND six years of experience managing personnel</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Eight years of experience managing project adhering to formalized project management frameworks AND eight years of experience managing personnel</li> </ul>
<b>Manager/Team Lead (HPC)</b>	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in computer science, information technology, engineering, business administration (MBA), or a related field AND six years of related work experience managing high-performance computing projects</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in computer science, information technology, engineering, business administration, or a related field AND eight years of related work experience managing high-performance computing projects</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Ten years of related work experience on managing projects adhering to formalized project management frameworks and high-performance computing</li> </ul>
<b>Network Engineer</b>	<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 AND one or more mid-level network certifications (e.g., CCNP, JNCIP, JNCIS, PCNSA etc.)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in networking, computer science, or a related field AND six years of related work experience AND one or more mid-level network certifications (e.g., CCNP, JNCIP, JNCIS, PCNSA etc.)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Ten years of related work experience AND one or more mid-level network certifications (e.g., CCNP, JNCIP, JNCIS, PCNSA etc.)</li> </ul> <p><b>Senior (UC/VoIP Specialist)</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 AND Cisco Certified Network Professional (CCNP) Collaboration or equivalent</li> </ul> <p><i>OR</i></p>

	<ul style="list-style-type: none"> <li>• Bachelor's Degree in networking, computer science, or a related field AND six years of related work experience AND Cisco Certified Network Professional (CCNP) Collaboration or equivalent</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Ten years of related work experience AND Cisco Certified Network Professional (CCNP) Collaboration 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 AND one or more entry-level network certifications (e.g., CCNA, JNCIA, PCCET etc.,)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate's Degree in networking, computer science, or a related field AND four years of related work experience AND one or more entry-level network certifications (e.g., CCNA, JNCIA, PCCET etc.,)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Six years of related work experience AND one or more entry-level network certifications (e.g., CCNA, JNCIA, PCCET etc.,)</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> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate's Degree in networking, computer science, or a related field AND two years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Four years of related work experience</li> </ul>
<p><b>Oracle Database Administrator (DBA)</b></p>	<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</li> </ul> <p><i>OR</i></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 six years of experience working on ORACLE databases performing modeling and administration</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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</li> </ul> <p><i>OR</i></p>



	<ul style="list-style-type: none"> <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</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Four years of experience working on ORACLE databases performing modeling and administration</li> </ul>
<b>Program Manager</b>	<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 dispersed work environment</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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 dispersed work environment</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Fourteen years in management of a diversified workforce and geographically dispersed work environment</li> </ul> <p><i>AND</i></p> <ul style="list-style-type: none"> <li>• Project Management Professional certification</li> </ul>
<b>Project Manager</b>	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in business information systems, business administration (MBA), or a related field AND four years of experience managing projects adhering to formalized project management frameworks (PMI PMBOK, Agile/Scrum Master, etc.)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in business information systems, business administration, or a related field AND six years of experience managing projects adhering to formalized project management frameworks (PMI PMBOK, Agile/Scrum Master, etc.)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Ten years of experience managing projects adhering to formalized project management frameworks (PMI PMBOK, Agile/Scrum Master, etc.)</li> </ul> <p><b>Intermediate</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in business information systems, business administration, or a related field AND two years of experience managing projects adhering to formalized project management frameworks (PMI PMBOK, Agile/Scrum Master, etc.)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate's Degree in business information systems, business administration, or a related field AND four years of experience managing projects adhering to formalized project management frameworks (PMI PMBOK, Agile/Scrum Master, etc.)</li> </ul> <p><i>OR</i></p>

	<ul style="list-style-type: none"> <li>• Six years of experience managing projects adhering to formalized project management frameworks (PMI PMBOK, Agile/Scrum Master, etc.)</li> </ul>
<p><b>ServiceNow Platform Administrator</b></p>	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in a relevant field AND four years of ServiceNow platform/system administration experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in a relevant field AND six years of ServiceNow platform/system administration experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• ServiceNow System Administrator Certification AND two years of ServiceNow platform/system administration experience</li> </ul> <p><b>Intermediate</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in a relevant field AND two years of ServiceNow platform/system administration experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate's Degree in a relevant field AND four years of ServiceNow platform/system administration experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• ServiceNow System Administrator Certification</li> </ul> <p><b>Junior</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in a relevant field</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate's Degree in a relevant field AND two years of ServiceNow platform/system administration experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• 2 ServiceNow certifications other than System Administrator (i.e.: CIS-IT Service Management, CIS - Service Mapping, CIS - Discovery, CIS-Event Management, etc.)</li> </ul>
<p><b>SharePoint Online Administrator/ Developer</b></p>	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in a relevant field AND four years of SharePoint administration/development experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in a relevant field AND six years of SharePoint administration/development experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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 in a relevant field AND two years of SharePoint administration/development experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate's Degree in a relevant field AND four years of SharePoint administration/development experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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 in a relevant field</li> </ul> <p><i>OR</i></p>

	<ul style="list-style-type: none"> <li>• Associate's Degree in a relevant field AND two years of SharePoint administration/development experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Four years of SharePoint administration/development experience</li> </ul>
<p><b>Software Engineer/Applications Programmer</b></p>	<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</li> </ul> <p><i>OR</i></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 six years of practical experience in programming and coding</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Four years of practical experience in programming and coding</li> </ul>
<p><b>SQL Database Administrator (DBA)</b></p>	<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</li> </ul> <p><i>OR</i></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 six years of experience working on SQL databases performing modeling and administration</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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</li> </ul>

	<p>years of experience working on SQL databases performing modeling and administration</p> <p><i>OR</i></p> <ul style="list-style-type: none"> <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</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <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</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Four years of experience working on SQL databases performing modeling and administration</li> </ul>
<b>System Administrator</b>	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in computer science, information technology, engineering, or a related field AND four years of related work experience AND one of more related expert level certifications (e.g., Azure Specialty/Expert Level Certification, VMware Certified Professional, RHCE, LPIC etc.,)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree AND six years of related work experience AND one of more related expert level certifications (e.g., Azure Specialty/Expert Level Certification, VMware Certified Professional, RHCE, LPIC etc.,)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Ten years of related work experience AND one of more related expert level certifications (e.g., Azure Specialty/Expert Level Certification, VMware Certified Professional, RHCE, LPIC etc.,)</li> </ul> <p><b>Intermediate</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree AND two years of related work experience AND one of more related entry/mid-level certifications (e.g., Azure Associate Level Certification, RHCSA, CompTIA Linux+, VMware Certified Technical Associate etc.)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate's Degree AND four years of related work experience AND one of more related entry/mid-level certifications (e.g., Azure Associate Level Certification, RHCSA, CompTIA Linux+, VMware Certified Technical Associate etc.)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Six years of related work experience AND one of more related entry/mid-level certifications (e.g., Azure Associate Level Certification,</li> </ul>

	<p>RHCSA, CompTIA Linux+, VMware Certified Technical Associate etc.)</p> <p><b>Junior</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate's Degree AND two years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Four years of related work experience</li> </ul>
<p><b>System Administrator (HPC)</b></p>	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in computer science, information technology, engineering, or a related field AND four years of related work experience AND one or more Linux/Cloud certifications (RHCSA, RHCE, RHCA, CompTIA Linux+, CompTIA Cloud+, LPIC, Cloud Architect/Engineer Certificate or relevant subject matter equivalent certification)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in computer science, information technology, engineering, or a related field AND six years of related work experience AND one or more Linux/Cloud certifications (RHCSA, RHCE, RHCA, CompTIA Linux+, CompTIA Cloud+, LPIC, Cloud Architect/Engineer Certificate or relevant subject matter equivalent certification)</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Ten years of related work experience AND one or more Linux/Cloud certifications (RHCSA, RHCE, RHCA, CompTIA Linux+, CompTIA Cloud+, LPIC, Cloud Architect/Engineer Certificate or relevant subject matter equivalent certification)</li> </ul> <p><b>Intermediate</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in computer science, information technology, engineering, or a related field AND two years of related work experience AND one or more System Administrator Certificate or relevant subject matter equivalent certification</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate's Degree in computer science, information technology, engineering, or a related field AND four years of related work experience AND one or more System Administrator Certificate or relevant subject matter equivalent certification</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Six years of related work experience AND one or more System Administrator Certificate or relevant subject matter equivalent certification</li> </ul> <p><b>Junior</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in computer science, information technology, engineering, or a related field</li> </ul> <p><i>OR</i></p>

	<ul style="list-style-type: none"> <li>• Associate's Degree in computer science, information technology, engineering, or a related field AND two years of related work experience</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Four years of related work experience</li> </ul>
<b>Technical Lead</b>	<p><b>Senior</b></p> <ul style="list-style-type: none"> <li>• Master's Degree in information systems, business administration (MBA), or a relevant Master's Degree in the field in which they will manage AND four years of experience managing projects adhering to formalized project management frameworks AND four years of experience managing personnel AND one or more expert-level technical certification in the related field</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in information systems, business administration, or a relevant Master's Degree in the field in which they will manage AND six years of experience managing projects adhering to formalized project management frameworks AND six years of experience managing personnel AND one or more expert-level technical certification in the related field</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Ten years of experience managing projects adhering to formalized project management frameworks AND eight years of experience managing personnel AND one or more expert-level technical certification in the related field</li> </ul> <p><b>Intermediate</b></p> <ul style="list-style-type: none"> <li>• Bachelor's Degree in information systems, business administration, or a relevant Master's Degree in the field in which they will manage AND two years of experience managing projects adhering to formalized project management frameworks AND two years of experience managing personnel AND one or more mid-level technical certification in the related field</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Associate's Degree in business information systems, business administration, or a relevant Master's in the field in which they will manage AND four years of experience managing projects adhering to formalized project management frameworks AND four years of experience managing personnel AND one or more mid-level technical certification in the related field</li> </ul> <p><i>OR</i></p> <ul style="list-style-type: none"> <li>• Six years of experience managing projects adhering to formalized project management frameworks AND six year of experience managing personnel AND one or more mid-level technical certification in the related field</li> </ul>
<b>Telecom Technician</b>	<ul style="list-style-type: none"> <li>• Bachelor's Degree in computer science, information technology, engineering, or a related field, AND two years of Unified Communications/Voice Over Internet Protocol (UC/VoIP) experience</li> </ul> <p><i>OR</i></p>

	<ul style="list-style-type: none"><li>• Associate's Degree in computer science, information technology, engineering, or a related field, AND four years of Unified Communications/Voice Over Internet Protocol (UC/VoIP) experience</li></ul> <p><i>OR</i></p> <ul style="list-style-type: none"><li>• Six years of Unified Communications/Voice Over Internet Protocol (UC/VoIP) experience</li></ul>
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## **J.10 ATTACHMENT D – GOVERNMENT FURNISHED PROPERTY**

The Government Furnished Property Report is provided as a separate attachment entitled “89243324RFE000084-GovernmentFurnishedPropertyReport.pdf”.



## **J.11 ATTACHMENT E – HISTORICAL RESOURCE LOAD INFORMATION**

The Historical Resource Load Information is provided as a separate attachment entitled “89243324RFE000084-HistoricalResourceLoadInformation.pdf”.

## **J.12 ATTACHMENT F – PERFORMANCE EVALUATION MANAGEMENT PLAN**

### **Part I. INTRODUCTION**

A. This PEMP covers the administration of the award fee provisions of this contract for the National Energy Technology Laboratory (NETL) and provides the standardization necessary to ensure effective development, administration, and coordination of the evaluation process. It is intended as a means to:

1. Document how performance during a specific award evaluation period will be evaluated and fee determined.
2. Assure that the contractor's performance is evaluated objectively in a consistent manner.
3. Afford the contractor an opportunity to earn fee commensurate with performance expended against performance expectations and standards.

B. The following matters, among others, are covered in the contract:

1. The contractor is required to provide services issued under the annual operating plans for types of services as identified in the Performance Work Statement (PWS) located in Section J, Attachment A-2, of the contract.
2. Cost-Plus-Award CLIN-based annual operating plans will be issued to provide an incentive and to encourage and reward the contractor for increasing efficiency in the performance of the contract.
3. The term of the contract shall not exceed 60 months from its effective date including all option years.
4. The estimated cost of performing this contract, including all option years, is described in Section B of the contract.
5. The available award fee pool and fee evaluation periods will be in accordance with the Section B clause entitled Distribution of Performance Award Fee.
6. The available award fee pool is subject to equitable adjustments in accordance with the special contract requirements in Section H of the contract.
7. The award fee earned and payable will be determined unilaterally at the sole discretion of the U.S. Government (Government) by the Fee Determination Official (FDO) in accordance with the terms of this contract.
8. The Government may unilaterally make changes to this plan provided the contractor receives notice of the change at least 15 calendar days prior to the beginning of the evaluation period to which the changes apply.
9. Fee evaluation periods will be in accordance with contract clause, Distribution of Performance Award Fee, in Section B.

### **Part II. ORGANIZATIONAL STRUCTURE FOR AWARD FEE ADMINISTRATION**

A. The following organizational structure is established for administering the award fee provisions of the contract. This structure is subject to change at the discretion of the Government.

1. Fee Determination Official (FDO)
  - a. The FDO is the Director of the National Energy Technology Laboratory (NETL) who is the Head of Contracting Activity (HCA). The HCA may delegate the FDO assignment/responsibilities to a senior NETL official. The Government may change assignment of the FDO without advance notice to the contractor.
  - b. The primary responsibilities of the FDO include the following:
    - (1) The FDO will determine the amount of award fee earned during each period. The amount determined will not result solely from mathematical summing, averaging, or the application of a formula. The FDO's determination of the amount of the award fee earned and the basis for this determination will be stated in the Award Determination letter to the contracting officer.

(2) The FDO authorizes changes to this plan.

2. Performance Evaluation Board (PEB)

- a. PEB Chair and Membership: The FDO will designate the PEB Chair. The PEB membership will consist of the contracting officer (CO), contracting officer's representative (COR), and other Federal representatives as selected by the PEB Chair. The Government may change the chair and membership without notice to the contractor. PEB members are responsible for reviewing all data submitted by the Performance Raters (PRs) and providing a quality assurance review of the entire award package prior to submittal to the FDO.
- b. Performance Raters (PRs): The PRs will be the CLIN CORs. They will be responsible for evaluating and assessing the contractor's activities throughout the evaluation period and documenting the results at the end of the period. The PRs will be responsible for gathering information and objective evidence in order to evaluate the management effectiveness of the contractor, and recommending performance and management effectiveness scores to the PEB. They will coordinate with the necessary personnel to develop the performance and management effectiveness scores and supporting documentation. The CORs will discuss and review progress with the contractor throughout the evaluation period. The Government may change the PRs without notice to the contractor.

### **Part III. EVALUATION OF THE CONTRACTOR'S PERFORMANCE**

#### **A. Rating Plan**

1. The contractor's performance shall be evaluated and rated according to this PEMP. Supporting documents are attached:
  - a. Exhibit E-1, Performance Areas, Evaluation Criteria, and Scoring
  - b. Exhibit E-2, Performance Measures and Levels of Performance for Performance Area 1' CLIN Performance
  - c. Exhibit E-3, Award Fee Conversion Chart
2. Exhibit E-3 is a basis for translating the CLIN performance scores to an award fee percentage for arriving at a recommendation for the FDO's consideration regarding the amount of award fee earned. In no way does this impute mathematical precision or a requirement that the FDO accept this recommendation as a determination of the amount of award fee earned for the contractor's performance during a rating period.
3. While it is recognized that the basis for determination of the fee shall be the evaluation by the Government in accordance with the (PEMP), the FDO may also consider any information available to him or her which relates to the Contractor's performance of scope requirements, regardless of whether or not those requirements are specifically identified in the PEMP.

#### **B. Award Determination Process**

1. Presented below are process steps that will be followed to evaluate and determine the award fee due the contractor, based on performance:
  - a. No later than 35 calendar days after the end of the evaluation period, the PEB Chair and Contract COR will present the draft evaluation findings to the contractor. The 35-day period will allow the contractor to submit, and the CLIN CORs time to review, the invoice for the final month of the performance evaluation period.
  - b. The contractor will be given an opportunity to submit comments to the PEB on the draft evaluation findings within 5 business days of receipt.

- c. The PEB Chair provides the fee determination recommendation along with any significant contractor comments to the FDO.
- d. The FDO provides written notification of the final fee determination to the PEB Chair, Contracting Officer, and COR.
- e. The CO provides the final fee determination to the contractor.
- f. The contractor prepares a separate (*i.e., apart from the regular monthly invoice*) voucher(s) based on the FDO's fee notice and submits this invoice to the Government for payment of its award fee.

## 2. Provisional Payment of Fee for Incentive

- a. An interim progress review and assessment shall be conducted during the sixth month of the annual performance plan, based on the performance criteria noted in awarded tasks. The PEB Chair will oversee the process, which will be implemented by the Principal COR with the Performance Raters/Task CORs supplying interim adjectival assessments. The interim assessment process shall be based on sole government assessment of contractor performance.
- b. The outcome of the interim adjectival rating will be summarized and provided to the Contracting Officer (CO) and inform the assigned Fee Determining Official (FDO). The CO, at their sole discretion, determines if the contractor has met the provisional payment determination requirements. If requirements have been met, the CO will advise the contractor in writing of the assessment results and payment will be authorized based upon an authorization letter from the CO and without the need of a contract modification.
- c. The CO shall make a decision on the amount of the provisional payment of fee that will be made available as an incentive to the contractor following the interim 6-month assessment. The CO's calculation of the amount of each provisional fee payment will not be a set percentage, a fixed amount, or any other constant value, but will be directly and expressly linked to continued performance, that is, to continued progress towards eventually earning the available fee.
- d. The CO's determination that the contractor has met the requirements for the provisional payment of fee for incentive has no implications for the eventual determination that the contractor has or has not earned the associated available fee at the end of the 12-month contract period. Provisional payment of fee is a separate and distinct concept from earned fee. Therefore, if the contractor has earned fee associated with an incentive in an amount greater than the provisional fee the Government paid the contractor for the incentive, the contractor will be entitled to retain the provisional fee and the Government will pay it the difference between the earned fee and the provisional fee.
- e. The CO shall retain the authority to suspend or adjust payment of provisional fee for incentive based on poor contractor performance. If the CO determines that the contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional fee will be discontinued or reduced in such amounts, as the CO deems appropriate, and the contractor shall be appropriately notified of this decision.
- f. The amount of provisional payment of incentive fee that can be considered is limited to the parameters set forth in the contract PEMP, Part III, Section J, Attachment C. Award fee, which is not earned in an evaluation period, cannot be reallocated to future evaluation periods.

- g. Pending authorization and notification from the CO, the contractor shall submit a separate invoice (i.e., apart from regular monthly invoice) to the Government for payment. The Government will promptly make payment of any provisional payment of available fee for incentive upon submission by the contractor to the CO, of a public voucher or invoice for the approved amount.
- h. Should this contract be terminated, payments will be discontinued, and an adjustment will be addressed in the termination proposal, or as directed by any contract provision.

**EXHIBIT E-1. PERFORMANCE AREAS, EVALUATION CRITERIA, AND SCORING**

<b>Performance Area</b>	<b>General Evaluation Criteria</b>	<b>Performance Area</b>
1	CLIN Performance	70%
2	Management Effectiveness	30%
	<b>TOTAL</b>	<b>100%</b>

**1. PERFORMANCE AREA 1: CLIN PERFORMANCE**

**(70%) Objective**

The objective of Performance Area 1, CLIN Performance, is to validate the contractor’s performance of the work outlined in the annual operating plan and PWS. Each CLIN of the contract will be assessed individually based on the following performance measures: (1) quality of work, (2) schedule control, and (3) cost control. A description of these measures can be found in Exhibit E-2.

**Performance Measures and Expectations**

Each CLIN will have specific performance expectations that fall under one of the three performance measures listed in the paragraph above. These expectations, along with specific levels of performance, will be documented in the CLIN annual operating plan and PWS. CLINs may have multiple performance expectations under one or more of the measures, or no expectations under one or more of the measures. The only requirement is that all CLINs will have a cost control expectation weighted at no less than 10%. Each performance expectation will be assigned a weight to communicate its level of importance. The weights for each CLIN will sum to 100%. **An example** of the distribution of weights is shown in the following table.

<b>CLIN Performance Expectations</b>	<b>Weight</b>
Quality of Work Expectation	40%
Schedule Expectation	30%
Cost Control Expectation	30%
<b>TOTAL</b>	<b>100%</b>

The contractor will be evaluated on objective evidence demonstrating performance for each of the CLIN performance expectations. During each evaluation period, the performance expectations will be scored based on the evidence received. The allowable scores, with a general description of the associated level of performance, are contained in Exhibit E.2. Specific levels of performance for each performance expectation are located in the CLIN annual work operating plan.

## **Generation of CLIN Performance Score**

Scores will be assigned to each performance expectation based on the level of performance prescribed in the CLIN annual operating plan and PWS. A single score for Performance Area 1 will be generated for each CLIN using the following calculations:

- (1) Performance expectation weight \* score = weighted score
- (2) Add all weighted scores = total weighted score of the performance expectation

An example is shown in the following table.

<b>CLIN 1 Performance Expectations</b>	<b>Weight</b>	<b>* Score</b>	<b>= Weighted Score</b>
Quality of Work Expectation	40%	4.0	1.60
Schedule Control Expectation	30%	2.5	0.75
Cost Control Expectation	30%	3.0	0.90
<b>TOTAL</b>	<b>100%</b>		<b>3.25</b>

The total weighted score for each CLIN will be used to calculate a total CLIN score as discussed in the Determining Award Earned section.

## **2. PERFORMANCE AREA 2: MANAGEMENT**

### **EFFECTIVENESS (30%) Objective**

The objective of Performance Area 2, Management Effectiveness, is to validate the contractor's performance of the specific management functions identified in the following evaluation factors. These functions are essential to effectively and efficiently manage the contract as a whole. As such, all CLINs under this contract as well as other contract management functions (e.g., reporting, communication, management, administration, etc.) can be taken into consideration in developing the Management Effectiveness rating.

### **Performance Evaluation Factors**

The Management Effectiveness performance area will be evaluated by the PEB Chair or appointee. Input will be provided to the PEB Chair or appointee by the Contract COR and CO who receive input from the CLIN CORs. The evaluation will be based on the contractor's demonstrated results in managing the following evaluation factors:

- a. **COORDINATION/COMMUNICATION.** Effectively coordinates on-site and off-site support of the contract work, including principal subcontractors and vendors. Effectively communicates with other site support contractors, and DOE employees and management to promote successful completion of work. This factor includes coordination and cooperation with third party NETL support contractors who do not have a contractual relationship with the contractor. Effectively manages multiple concurrent projects. Reports the impacts of a project change on all other active and planned projects. There are no changes or deviations to approved project plans without COR approval.
- b. **INNOVATION AND VALUE ENGINEERING.** Uses innovation to recommend actions or plans for DOE approval which substantially increase the value of support services through cost reduction/efficiencies and/or improvement of results. Value engineering techniques and principles are used to ensure the best economical engineering solutions are achieved.

- c. **FINANCIAL AND MANAGEMENT REPORTING.** Provides accurate and timely cost data, contractual reports, invoices, plans, and proposals per the contract’s terms and conditions.
- d. **CONTRACT ADMINISTRATION.** Complies with the contract’s terms and conditions affecting the contract (e.g., cost, EEO, issuance of limitation-of-cost letters on a CLIN basis). Submits accurate and timely required reports (e.g., cost management report, staffing report, proposal submissions, subcontract consent documentation, property reports). Responsive to requests for change proposals and project plans. Submits timely, complete proposals and is cooperative in negotiating changes. Executes subcontracts and all related contractual and funding documents in a timely fashion so as not to impede the execution of work.
- e. **MANPOWER MANAGEMENT.** Plans, organizes, and manages resources to bring about the successful completion of government-approved project goals and objectives. Manages direct and indirect labor and other costs as identified in the authorized plans to successfully complete work. Manages the contractor labor pool such that the proper skill mix is available to identify and address requirements; the labor pool is fully occupied and engaged; and labor and other direct costs are managed as identified in the authorized work plans. Develops partnerships and adds subcontracts as needed to provide a skilled and knowledgeable workforce that can support the depth and breadth of NETL’s planning, analytical and research support needs for both short- and long-term assignments.
- f. **ES&H.**
  - i. Complies with contractually-identified Federal, State, and local ES&H requirements and NETL’s ES&H directives.
  - ii. Develops, implements, and maintains an Integrated Safety Management (ISM) plan.
  - iii. Applies ISM’s seven principles and five functions in the planning, budgeting, execution, and improvement of its management and work activities.
  - iv. Supports NETL’s ES&H objective and targets.
  - v. Supports NETL’s ISO 14001 and OHSAS 18001 certifications.
- g. **RISK MANAGEMENT AND PROBLEM RESOLUTION.** Ensures risk is managed such that services provided, managed, and supported are reliable, their availability is maximized, and their performance is optimized. Proactively identifies potential risks and/or problems and promptly identifies risk mitigation strategies and/or corrects or eliminates undesirable conditions. When reacting to an identified problem, the issue is addressed quickly and responses are well thought out. Resolutions are shared with the appropriate individuals in a timely manner. This factor includes the evaluation of alternative methods, processes, or procedures to accomplish overall requirements within the planned schedule and budget.

**Generation of Management Effectiveness Performance Score**

A performance score will be assigned based on the breadth and depth of the objective evidence obtained. This score will represent performance at the contract level, related to all evaluation factors described above. The following table addresses the performance expectation and the level of performance needed to achieve each score.

Performance Expectation	Level of Performance and Score	
	Outstanding demonstration, through objective evidence, of the management effectiveness performance evaluation factors	Excellent demonstration
Very Good demonstration		3.5
Good demonstration		3.0
Satisfactory demonstration		2.5
Unsatisfactory demonstration		0

A performance score will be determined on the overall management of the contract as a whole (as detailed above) and that score will then be assigned to each and every CLIN in the award period being evaluated. **Example** scores are used in the table to provide clarity and assume a Management Effectiveness Performance score of 3.0.

Performance Area	Assigned Score	Performance Area Weight	Weighted CLIN
CLIN 1	3.0	30%	0.90

The performance score will be used to calculate a total CLIN score as discussed in the Determining Award Earned section.

#### Part IV. DETERMINING AWARD EARNED

Each CLIN will have an individually-assigned score for Performance Area 1. The contract-level score assigned for Performance Area 2 will be applied to each CLIN for a total of two scores for each CLIN.

These two scores will be weighted according to the weight distributions identified in this document, that is, Performance Area 1: 70%; and Performance Area 2: 30%. The two weighted scores added together results in a total CLIN performance score. Each CLIN's total performance score will be rounded down to the nearest tenth. The calculation steps are as follows:

- (1) Performance area score \* performance area weight = weighted CLIN score
- (2) Add all weighted CLIN scores = total CLIN performance score

**Example scores** are used in the table to provide clarity and to demonstrate that CLIN performance scores are unique to the rating of each CLIN while management effectiveness scores are applied contract-wide.

CLIN 1			
Performance Area	Assigned Score	Performance Area Weight	Weighted CLIN Score
Performance Area 1, CLIN Performance	3.25	70%	2.27
Performance Area 2, Management Effectiveness	3.00	30%	0.90
<b>CLIN 1 TOTAL PERFORMANCE SCORE</b>			<b>3.17</b>
<b>CLIN 1 TOTAL PERFORMANCE SCORE (rounded down to the nearest tenth)</b>			<b>3.10</b>

The rounded-down score will be applied to the Award Fee Conversion Chart in Exhibit E-3 to determine the amount of available award fee earned by the contractor for each CLIN. This amount will be used in the PEB's recommendation to the FDO for consideration in determining the final award fee earned.

#### EXHIBIT E-2. PERFORMANCE MEASURES AND LEVELS OF PERFORMANCE FOR PERFORMANCE AREA 1, CLIN PERFORMANCE

Specific performance expectations and levels of performance are contained in the CLIN annual operation plans and PWS. All of the expectations will fall under one of the four general performance measures listed below.



<b>Performance Measure</b>	<b>Performance Measure</b>	<b>Level of Performance</b>	<b>Score</b>
<b>Quality of Work</b>	DOE will assess the degree to which work are accurate, complete, and relevant with regard to DOE requests; professional in appearance and format; compliant with DOE and regulatory requirements; and accepted by DOE with minimal or no revision required to complete or correct the product. For research and analytical work, DOE will assess the degree to which the work meets professional standards commensurate with the state of knowledge in that particular field. DOE will evaluate the degree to which the contractor executes work in adherence to prescribed procedures.	Work is (1) always accurate, complete, relevant, and professional and always executed according to prescribed procedures, and is (2) always accepted without revision.	4 Excellent
		Work is (1) consistently accurate, complete, relevant, and professional and consistently executed according to prescribed procedures, and is (2) consistently accepted without revision.	3.5 Very Good
		Work is (1) mostly accurate, complete, relevant, and professional, and mostly executed according to prescribed procedures, and is (2) mostly accepted without revision.	3 Good
		Work is (1) usually accurate, complete, relevant, and professional and usually executed according to prescribed procedures, and is (2) usually accepted without significant revision being required.	2.5 Satisfactory
		Work is (1) seldom accurate, complete, relevant, and professional and seldom executed according to prescribed procedures, and is (2) seldom accepted without significant revision being required.	0 Unsatisfactory
<b>Schedule Control</b>	DOE will assess the timeliness of deliverables, completion of milestones, and responsiveness to DOE requests, and/or range of schedule variance. For research and analytical projects, DOE will also assess the degree to which schedules are kept up to date, accurately tracked, and the degree to which variances are justifiable.	Milestones, deliverables, and DOE requests are always completed ahead of schedule.	4 Excellent
		Milestones, deliverables, and DOE requests are always completed according to schedule.	3.5 Very Good
		Milestones, deliverables, and DOE requests are mostly completed on schedule, or schedule variance is mostly zero or mostly a positive number.	3 Good
		Milestones, deliverables, and DOE requests are usually completed on schedule, or schedule variance is usually zero or usually a positive number.	2.5 Satisfactory
		Milestones, deliverables, and DOE requests are seldom completed on schedule, or schedule variance is seldom zero or seldom a positive number.	0 Unsatisfactory

<p><b>Cost Control</b></p> <p>Cost efficiencies and circumstances beyond the control of the contractor will be taken into consideration and scores will be adjusted accordingly.</p> <p>A definition of the formulas to capture performance period costs and evaluate cost control variance is provided below this Exhibit.</p>	<p>DOE will assess the degree to which actual costs, as defined in Section 4, have minimal to no variance from approved annual plan (calculated variance will be rounded down to the nearest tenth).</p> <p>Cost control measures are documented and include a description of the action taken as well as actual dollar amount saved to date and projected savings. The evaluator may also take into consideration cost efficiencies that were documented and confirmed and adjust the score accordingly.</p>	<p>Actual costs are within 5% of the approved cost plan AND the contractor submits no updated cost plans unless there is a change in scope AND the quality ratings (products and processes) in the PEMP achieved a very good score (3.5) or higher. The evaluator may also take into consideration demonstrated cost efficiencies in determining the score.</p>	<p>4 Excellent</p>
		<p>Actual costs are within 10% of the approved cost plan AND the contractor submits no updated cost plans unless there is a change in scope AND the quality ratings (products and processes) in the PEMP achieved a very good score (3.5) or higher. The evaluator may also take into consideration demonstrated cost efficiencies when determining the score.</p>	<p>3.5 Very Good</p>
		<p>Actual costs are within 15% of the approved cost plan AND the contractor submits no more than one updated cost plan that is not related to a change in scope AND the quality ratings (products and processes) in the PEMP achieved a good score (3.0) or higher. The evaluator may also take into consideration demonstrated cost efficiencies when determining the score.</p>	<p>3 Good</p>
		<p>Actual costs are within 15% of the approved cost plan AND the contractor submits no more than two updated cost plans that are not related to a change in scope. The evaluator may also take into consideration demonstrated cost efficiencies when determining the score.</p>	<p>2.5 Satisfactory</p>
		<p>Actual costs are not within 15% of the approved cost plan AND the contractor fails to adhere to the contract requirement for adjusting their cost plan when expected to be more than + or - 10% OR the contractor submitted more than 2 revisions to the cost plans that are not related to a change in scope.</p>	<p>0 Unsatisfactory</p>

Under Performance Area 1, Cost Control is measured by the variance between actual costs and planned

costs during the Performance Period. Actual costs and planned costs are defined here.

Actual Costs for Performance Period = Actual costs reported on the Contract Management Report (CMR) during the Performance Period for the associated award fee evaluation period. Actual costs do not include fee invoiced from prior fee evaluation periods. Actual Costs for Performance Period also include open commitments for costs incurred, but not yet invoiced, for work performed in the evaluation period. Open commitments for costs not impacting the current award fee evaluation period will not be considered including, but not limited to, indirect rate adjustments, costs from the prior performance period, unbilled fee, etc. Lastly, if costs from open commitments are utilized in the calculation of actual costs for the respective award fee evaluation period, then those costs will be not be taken into consideration as actual costs in the evaluation period when those costs are invoiced.

Planned Costs for Performance Period = Planned costs approved in the Annual Operating Plan (AOP) for the respective award fee evaluation period. Planned costs do not include fee.

An example of the formulation of Performance Period actual costs is shown here to provide clarity.

Performance Period Cost Data

- Actual costs invoiced for the performance period = \$45,500
- Open Commitments, for this performance period:
  - Work performed during this period, but not invoiced = \$12,500
  - Materials/supplies purchased this period, but not invoiced = \$500
  - Anticipated fee = \$4,000
- Work performed during the prior performance period,  
but invoiced during current the performance period = \$10,500

$$\text{Actual costs for performance period} = \$45,500 + \$12,500 + \$500 - \$10,500 = \$48,000$$

An example of how to determine the cost variance is provided below.

If:           Actual costs for performance period           = \$48,000

and           Planned costs for performance period           = \$50,000

Then: The cost control variance is -\$2,000 and calculated as  $\$48,000 - \$50,000$ ;  $|-2000/50,000|$

◇ -4%

In this example, the cost control variance is within +/- 5% of the planned costs approved AOP and would be taken into consideration with any cost plan adjustment(s) as well as the quality rating as defined in Exhibit E-2 to establish the cost control measure.

**EXHIBIT E-3. AWARD FEE CONVERSION CHART**

The following chart is for use in converting weighted performance scores into percentages of available award fee earned. Scores will be rounded down to the nearest tenth before identifying the percent of available award fee earned.

CLIN PERFORMANCE SCORE	PERCENT OF AVAILABLE AWARD FEE EARNED	AWARD FEE ADJECTIVAL RATING	DESCRIPTION
4.0	100	Excellent (between 91% and 100% award fee)	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
3.9	98		
3.8	95		
3.7	93		
3.6	91		
3.5	90	Very Good (between 76% and 90% award fee)	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
3.4	88		
3.3	86		
3.2	84		
3.1	81		
3.0	77		
2.9	70	Good (between 51% and 75% award fee)	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
2.8	63		
2.7	55		
2.6	40	Satisfactory (no greater than 50% award fee)	Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
2.5	30		

0-2.4	0	Unsatisfactory (0% award fee)	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
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**J.13 ATTACHMENT G – ENTERPRISE INFRASTRUCTURE (CLIN 00002) SUPPLEMENTAL INFORMATION**

The Enterprise Infrastructure (CLIN 00002) Supplemental Information is provided as a separate attachment entitled “89243324RFE000084-EnterpriseInfrastructure(CLIN 00002)SupplementalInformation.pdf”.

**J.14 ATTACHMENT H – CLIN 00003 – ENTAPPS DETAILS**

The EntApps Details is provided as a separate attachment entitled “**89243324RFE000084-CLIN 00003-EntAppsDetails.pdf**”.

**J.15 ATTACHMENT I – CLIN 00004 – CURRENT NETL CYBERSECURITY DEFINITIONS**

The Current NETL Cybersecurity Definitions is provided as a separate attachment entitled “**89243324RFE000084-CLIN 00004-CurrentNETLCybersecurityDefinitions.pdf**”.



**J.16 ATTACHMENT J – Activity 00005a – HIGH PERFORMANCE COMPUTING (HPC)  
SUPPLEMENTAL INFORMATION**

The High Performance Computing (HPC) Supplemental Information is provided as a separate attachment entitled “89243324RFE000084-Activity 00005a-HighPerformanceComputing(HPC)SupplementalInformation.pdf”.

**J.17 ATTACHMENT K – SERVICE DESK STATS 12 MONTHS**

The Service Desk Stats 12 Months is provided as a separate attachment entitled “**89243324RFE000084-ServiceDeskStats12Months.pdf**”.

**J.18 ATTACHMENT L – GOVERNANCE & OVERARCHING DEFINITIONS**

The Governance & Overarching Definitions is provided as a separate attachment entitled “**89243324RFE000084-Governance&OverarchingDefinitions.pdf**”.

**J.19 ATTACHMENT M – EDX MINIMUM REQUIREMENTS**

The EDX Minimum Requirements is provided as a separate attachment entitled “**89243324RFE000084-EDXMinimumRequirements.pdf**”.

**J.20 ATTACHMENT N – DOE G 415.1-1 INFORMATION TECHNOLOGY PROJECT EXECUTION MODEL (PEM) GUIDE**

The DOE G 415.1-1 Information Technology Project Execution Model (PEM) Guide is provided as a separate attachment entitled “**89243324RFE000084-DOE G 415.1-1 InformationTechnologyProjectExecutionModel(PEM)Guide.pdf**”.

**J.21 ATTACHMENT O – VENDOR QUESTIONS TO DRAFT RFP & GOVERNMENT RESPONSES**

The Vendor Questions to Draft RFP & Government Responses is provided as a separate attachment entitled “89243324RFE000084-VendorQuestionsToDraftRFP&GovernmentResponses.pdf”.

## **SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS**

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

### **K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAR 2023)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541512.

(2) The small business size standard is \$30 million.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)

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

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

(i)  Paragraph (d) applies.

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

(c)

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

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

(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.



(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

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

(xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).

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

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

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

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

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

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

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

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

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

(xxiv) [52.225-25](#), Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

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

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

(i) [52.204-17](#), Ownership or Control of Offeror.

(ii) [52.204-20](#), Predecessor of Offeror.

(iii) [52.222-18](#), Certification Regarding Knowledge of Child Labor for Listed End Products.

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

(v) [52.222-52](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

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

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

(A) Basic.

(B) Alternate I.

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

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

FAR Clause # Title Date Change

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

(End of provision)

**K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

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

*Administrative proceeding* means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

*Federal contracts and grants with total value greater than \$10,000,000* means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

*Principal* means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the Offeror checked "has" in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
  - (i) In a criminal proceeding, a conviction.
  - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
  - (iii) In an administrative proceeding, a finding of fault and liability that results in-
    - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
    - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

### **K.3 952.209-8 ORGANIZATIONAL CONFLICTS OF INTEREST-DISCLOSURE (JUN 1997)**

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An Offeror notified that it is the apparent successful Offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful Offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.

(c) The statement must contain the following:

(1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the Offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.

(d) Failure of the Offeror to provide the required statement may result in the Offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

(End of provision)

**K.4 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1)  *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2)  *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3)  *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4)  *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

*Caution:* Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

*Caution:* An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes

No

(End of provision)

**K.5 52.230-1 PROPOSAL DISCLOSURE-COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes  No

If the offeror checked "Yes" above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

**K.6 952.226-73 ENERGY POLICY ACT TARGET GROUP REPRESENTATION (SEP 1997)**

(a) The Offeror is:

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

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

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

(2) \_\_\_ An institution of higher learning determined to be a Historically Black College and University by the Secretary of Education pursuant to 34 CFR 608.2; or

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

(b) By submission of an offer, the Offeror agrees to provide to the Contracting Officer, upon request, evidence satisfactory to the Contracting Officer that the Offeror is an entity from the Energy Policy Act target group identified.

(End of provision)

## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

### **L.1 CONTENT OF RESULTING CONTRACT**

Any contract awarded as a result of this RFP will contain PART I - The Schedule, PART II - Contract Clauses, and PART III, Section J - List of Attachments (excluding those attachments included in this RFP relating only to submission of proposals). Blank areas appearing in these sections, indicated by "(TBD)" will be completed prior to contract award. As indicated in Section H, the Contractor's proposal will be considered incorporated by reference to the resulting award. In the event of any conflict between the other terms and conditions of the contract and those presented in the Contractor's proposal, the contract shall prevail.

Offerors should carefully review the information contained therein, and, as appropriate, state any proposed exceptions/deviations.

(End of provision)

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

This solicitation is restricted to available Contractors under the National Institutes of Health Chief Information Officer – Solutions and Partners 3 Government Wide Acquisition Contract (NIH CIO-SP3 GWAC). The Offeror is required to submit a copy of their NIH CIO-SP3 Contract in Volume I of their proposal. Offers from other entities shall not be considered.

Proposals that fail to offer the full range of services in the Performance Work Statement for the base period and for all identified option periods may not be evaluated and may be considered ineligible for award.

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

(End of provision)

### **L.3 AWARD WITHOUT DISCUSSIONS**

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

(End of provision)

### **L.4 UNNECESSARILY ELABORATE PROPOSALS AND FILE SIZE LIMITATIONS**

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



(End of provision)

## **L.5 ELECTRONIC SUBMISSION OF PROPOSALS**

Offerors must submit their proposal in accordance with the Proposal Preparation Instruction contained herein. Proposals and amendments of proposals shall only be accepted through the CIO e-GOS web portal (found at <https://cio.egos.nih.gov/#login>) and must be received no later than **4:00 PM Eastern Time on 02/20/2024.**

Electronic files of a large size may take a considerable amount of time to upload. It is your responsibility to allow an adequate amount of time for your proposal submission.

You are strongly encouraged to submit your proposal at least 24 hours before the specified deadline in order to have time to resolve any transmission problems.

(End of provision)

**PROPOSALS, OR PROPOSAL FILES, THAT HAVE A CIO e-GOS DATE/TIME STAMP LATER THAN THE IDENTIFIED DEADLINE WILL BE CONSIDERED “LATE” AND WILL NOT BE REVIEWED OR CONSIDERED FOR AWARD.**

The Offeror shall be notified if its proposal was determined as being submitted late and was not further evaluated.

It is the responsibility of the Offeror, prior to the offer due date and time, to verify successful transmission.

(End of provision)

## **L.6 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL**

(a) Offeror. The term "Offeror," as used in this Section L, refers to the single entity submitting the proposal. The Offeror may be a single corporation or a "Contractor team arrangement" as defined in FAR 9.601(1), for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. The Offeror may be an existing or newly-formed business entity for the purposes of competing for any contract resulting from this solicitation. If the Offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)

(b) Significant Subcontractor. The term “Significant Subcontractor,” as used in this solicitation and its attachments, is defined as any subcontractor expected to perform work in excess of 5% of the total proposed effort.

(c) To aid in evaluation, the proposal must be clearly and concisely written and be neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part must be appropriately numbered and identified with the solicitation number and the name of the Offeror.

(d) Availability of the solicitation, amendments, and other documents.

(1) The Department of Energy’s (DOE), National Energy Technology Laboratory (NETL) is using CIO e-GOS web portal (found at <https://cio.egos.nih.gov/#login>) to disseminate the solicitation, receive questions, and accept proposals for this Request for Proposal (RFP). **ONLY PROPOSALS SUBMITTED THROUGH CIO e-GOS WILL BE CONSIDERED FOR AWARD.**

Offerors are required to be contract holders under the NIH CIO-SP3 GWAC and as such are expected to be familiar with the CIO e-GOS web portal. Further instructions are located at <https://cio.egos.nih.gov/#login>.

(2) The solicitation, amendments, reference documents, and other communications are also available through the NETL website and the NETL reading room. The website address is <https://www.netl.doe.gov/business/site-support>. However, as stated above, the official distribution of such information is through the e-GOS web portal.

(e) Submission of proposals.

Proposals must be submitted through the CIO e-GOS web portal at <https://cio.egos.nih.gov/#login> in accordance with the instructions in this solicitation. **ONLY PROPOSALS SUBMITTED THROUGH CIO e-GOS WILL BE CONSIDERED FOR AWARD.**

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

Electronic files of a large size may take a considerable amount of time to upload. It is your responsibility to allow an adequate amount of time for your proposal submission.

(f) Electronic signature.

Proposals submitted through CIO e-GOS constitute submission of electronically signed proposals. The name of the authorized organizational representative (i.e. the administrative official, who, on behalf of the proposing organization, is authorized to make certifications and assurances or to commit the Contractor to the conduct of a project) must be typed in the signature block on the form to be accepted as an electronic signature. A scanned copy of the signed document is not required.

(g) Solicitation instructions and proposal information.

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

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

(h) Proposal volumes and page limitations.

(1) The overall proposal shall consist of three (3) physically separated volumes, organized, and individually entitled as stated below with the following page limitations and submitted through CIO e-GOS at <https://cio.egos.nih.gov/#login>.

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

(ii) Volume II, Technical and Management Proposal – See table below for page limit(s).

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

(2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth above, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, blank pages, and the cross reference matrix. **Proposal pages that exceed the identified page limitation listed in this solicitation shall not be evaluated and will be removed from the end of the respective file (end of the section counting towards the page limitation, e.g. items excluded from the page limitation such as a glossary appearing at the end of the file will not be removed, only those pages that count towards the page count and that exceed the authorized limit shall be removed).**

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

(i) Proposal specifications.

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

(2) Cross reference matrix. The Offeror shall provide a cross reference matrix which correlates the proposal by page and paragraph number to the Performance Work Statement, Section L instructions, and Section M evaluation factors. The cross reference matrix shall be inserted immediately following the table of contents of the corresponding volume of the Offeror's proposal.

(3) Page size. All pages shall be single spaced, using 12-point font, 1" margins, and when printed, will fit on size 8 1/2" by 11" paper. A thorough and concise technical proposal can be prepared within the requested page limit. The 12-point font is mandatory to ensure readability of the proposal and is intended for the proposal body text. It is not the Government's intent to require 12-point font size in headers/footers and/or to require Offerors to redo their graphics or tables to conform to this font size. However, readability is at the risk of the Offeror and graphics/tables with less than 12-point font may not be considered in evaluation of the proposal if they are not legible and clear to the evaluator.

(4) Legend. The top or bottom margins shall set forth the solicitation number; name of the Offeror; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, Instructions to Offerors - Competitive Acquisition. This is the only information that can be displayed within the margins. No more than two columns of text per page shall be used and use of boldface type for paragraph headings are acceptable.

(5) Page numbering. All pages shall be sequentially numbered by volume and file.

(6) File format. Files shall be submitted in readable and searchable Microsoft Word, Adobe Acrobat PDF, or Microsoft Excel, as appropriate, in formats compatible with the current version of the software (i.e., Adobe Acrobat version 9.5.1 or earlier (.pdf); Word version Office 365 or earlier (.docx); or Excel version Office 365 or earlier (.xlsx)).

(7) Classified Information. The Offeror shall not provide any classified information in response to this solicitation unless specifically required to do so in other parts of this solicitation.

(j) Questions.

(1) Questions regarding this solicitation must be submitted via the CIO e-GOS web portal (found at <https://cio.egos.nih.gov/#login>) no later than **02/09/2024, 4:00 PM Eastern Time**. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted in the CIO e-GOS web portal as soon as practicable. The Government will not identify prospective Offerors submitting questions. Offerors must check the CIO e-GOS web portal periodically to ascertain the status of answers to questions.

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

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

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

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

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

(o) Do not assume that because you have had similar contracts with the Federal Government, including the Department of Energy, that reviewers know of your performance under such contracts and will make assumptions regarding your proposal based on that knowledge. Any proposals received in response to this solicitation will be reviewed strictly as submitted and in accordance with the evaluation criteria specified in Section M.

(End of provision)

## **L.7 PREPARATION INSTRUCTIONS: VOLUME I – OFFER AND OTHER DOCUMENTS**

Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, and acknowledgments, justification for noncompetitive proposed subcontracts, identification of technical data to be withheld, request for waiver of patent clauses, and any deviations taken.

Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill-in information in a contract clause, those clauses have been included in the Fill In of Contract Clauses Attachment included in this solicitation.

For consistency, the Offeror is instructed to use the file names specified below. Filename extensions shall clearly indicate the software application used for preparation of the documents and be in formats compatible with the current version of the software (i.e., Adobe Acrobat version 9.5.1 or earlier (.pdf); Word version Office 365 or earlier (.docx); or Excel version Office 365 or earlier (.xlsx)).

**(A) FORMAT AND CONTENT**

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

FILE		FILE NAME
File 1	Offer Cover Sheet	<company name>Volume I File 1 Offer Cover Sheet.---
File 2	SF33 Form – Solicitation, Offer and Award	<company name>Volume I File 2 SF33.---
File 3	Fill-In of Contract Clauses	<company name>Volume I File 3 Fill In.---
File 4	Financial Responsibility	<company name>Volume I File 4 Financial.---
File 5	Systems	<company name>Volume I File 5 Systems.---
File 6	Administrative Discussion	<company name>Volume I File 6 Administrative.---

**(B) FILE 1 – OFFER COVER SHEET (<company name>Volume I File 1 Offer Cover Sheet.---**

- Solicitation number and title: **89243324RFE000084**, Information Technology Support Services (ITSS2)
- Offeror name, address and Point of Contact (phone and email)
- Type of organization
- Unique Entity Identifier (UEI)
- U.S. Congressional District
- County of Organization
- If proposing Offeror consists of a Contractor Team Arrangement, Joint Venture, or other type of relationship consisting of multiple entities, indicate the name(s), address(s), business size, and UEI of each entity, as well as any Significant Subcontractors as defined throughout this solicitation.

**(C) FILE 2 – SF33 FORM - SOLICITATION, OFFER AND AWARD (<company name>Volume I File 2 SF33.---**

The SF33 Form has been uploaded with the solicitation, as a separate PDF document (SF33.pdf), which can be used for the Offeror to complete, save and submit as File 2. The following areas must be completed on the SF33:

- (1) Offerors shall complete Blocks 12, 15A, 15B, 15C, 16, 18, and sign in block 17 (typed name of authorized organizational representative). The SF33 is to be fully executed, including the acknowledgment of amendments, if applicable.
- (2) The Offeror's Acceptance Period (See Block 12) entered shall not be less than 180 calendar days from the Request for Proposals closing date.
- (3) Signature Authority. The person signing the SF33 must have the authority to commit the Offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without discussions (or without further discussion) if it so elects. Proposals submitted through CIO e-GOS

constitute submission of electronically signed proposals. The name of the authorized organizational representative (i.e., the administrative official, who, on behalf of the proposing organization, is authorized to make certifications and assurances or to commit the Offeror to the conduct of a project) must be typed in the signature block on the form to be accepted as an electronic signature. A scanned copy of the signed document is not required.

**(D) FILE 3 – FILL IN OF CONTRACT CLAUSES (<company name>Volume I File 3 Fill In.---**)

Certain solicitation clauses have been uploaded with the solicitation, as a separate Word document (Clauses.docx), which is to be completed by the Offeror, saved, and submitted as File 3. All areas marked as TBD in these clauses are to be filled in by the Offeror, this information shall then be utilized to complete these specific areas prior to contract award.

**(E) FILE 4 – FINANCIAL RESPONSIBILITY (<company name>Volume I File 4 Financial.---**)

To demonstrate the organization's current financial strength and responsibility, the Offeror shall provide the following financial data:

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

- (a) Published financial statements for the three prior annual accounting periods, including Balance Sheet, Statement of Operations (Profit and Loss Statement), and Statement of Changes in Financial Position;
- (b) The estimated percentage this proposed contract will represent of the Offeror's total business for the first year of the contract;
- (c) A copy of the most recent 10K report filed with the Securities and Exchange Commission, if any;
- (d) If the Offeror is a joint venture or partnership, financial information must be provided for each member of the joint venture or each partner as outlined in (a) through (c) above; and
- (e) If the Offeror is a limited liability company or other partnership entity (including joint ventures and partnerships) the Offeror shall be required to submit a performance guarantee agreement executed by a financially responsible guarantor, guaranteeing that all contractual obligations of the Offeror will be met. Where appropriate, the DOE may require a performance guarantee agreement in order to determine financial responsibility. A model performance guarantee agreement is provided in Exhibit A, Section L of this solicitation.

The DOE reserves the right to obtain additional financial information from Offerors in order to determine financial responsibility, and to more fully assess potential organizational conflicts of interest.

**(E) FILE 5 – SYSTEMS (<company name>Volume I File 5 Systems.---**)

1. Accounting System - The Offeror shall identify the name and type of accounting system and indicate if the system has been audited. If the Offeror is a joint venture or a partnership, also identify the respective corporate entity where the system is located. An accounting system review must be performed by a qualified auditor prior to award of a cost reimbursement type contract (unless the Contractor has an approved accounting system and the approval was based on a recent audit by a qualified auditor). If the system has been audited, the Offeror shall provide, to the Government, a copy of the certification from the Offeror's cognizant Government Agency demonstrating that the Offeror has an approved accounting system for use under this contract. In the event that the Offeror does not have an approved accounting system, the Offeror shall indicate such and provide documentation sufficient to demonstrate to the Government its fiscal responsibility to identify and track costs.

2. Purchasing System – The Offeror shall identify the name and type of purchasing system and indicate if the system has been audited. If the Offeror is a joint venture or a partnership, also identify the respective corporate entity where the system is located. If the system has been audited, the Offeror shall provide, to the Government, a copy of the certification from the Offeror’s cognizant Government Agency demonstrating that the Offeror has an approved purchasing system for use under this contract. In the event that the Offeror does not have an approved purchasing system, the Offeror shall indicate such and provide documentation sufficient to demonstrate to the Government purchasing procedures demonstrating sound business practices.

3. Property System - The Offeror shall identify the name and type of property management system and indicate if the system has been audited. If the Offeror is a joint venture or a partnership, also identify the respective corporate entity where the system is located. If the system has been audited, the Offeror shall provide, to the Government, a copy of the certification from the Offeror’s cognizant Government Agency demonstrating that the Offeror has an approved property management system for use under this contract. In the event that the Offeror does not have an approved property management system, the Offeror shall indicate such and provide documentation sufficient to demonstrate to the Government the ability to inventory, track, and control Government furnished property.

**(F) FILE 6 – ADMINISTRATIVE DISCUSSION (<company name>Volume I File 6 Administrative.---**

The Offeror’s administrative discussion shall include a Table of Contents to facilitate locating the elements of the proposal. The Offeror’s administrative discussion shall address the following:

Preferred: CMMI-SVC or CMMI-DEV Level 3 Certification. The Offeror shall provide documentation to demonstrate that they have achieved Software Engineering Institute (SEI) Capability Maturity Model Integration (CMMI) for Services (CMMI-SVC) or Development (CMMI-DEV) Level 3 or higher or an acceptable equivalent certification. At a minimum, a copy of a current (within 3 years) SCAMPI Class A Appraisal Disclosure Statement shall be provided and any certification document issued by SEI. The organizational element defined in the disclosure statement shall be the same organizational element performing the work identified; therefore the Offeror may need to provide a copy of the documentation for their proposed Significant Subcontractors as well as their own.

Authorized Negotiators. The Offeror shall include the name, title, address, telephone (including cellular telephone, if available), fax number, email address, and company affiliation for all individuals authorized to negotiate on behalf of the Offeror.

Equal Employment Opportunity. The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include, but not be limited to: the company name, address, phone number and the point of contact for equal employment opportunity matters. This information shall be provided for the Offeror, as well as each joint venture member (if a joint venture is proposed), each individual member of a newly form entity (including Limited Liability Companies (LLC)) formed for the purpose of performing this contract, or members of similar entities.

Facility Clearance Verification. The Offeror shall submit the Department of Defense Commercial and Government Entity (CAGE) code, or DOE or Nuclear Regulatory Commission facility clearance number for the Offeror, subcontractors, and team members who will perform work under a contract resulting from this solicitation. If the Offeror, or any of its subcontractors or team members, does not possess such a CAGE code or DOE/NRC facility clearance number, the Offeror, subcontractor, and/or team member shall submit the information required by the provision at DEAR 952.204-73, Facility Clearance found elsewhere in this solicitation, Sections I and L. Further information is available at <https://foci.anl.gov>.

Performance Guarantee. The Offeror shall provide the Performance Guarantee in accordance with the clause DOE-H-2016, Performance Guarantee Agreement. See Exhibit A, Performance Guarantee for the form and text of the required agreement. A Performance Guarantee is required for each team member of a "Contractor team arrangement" as defined

in FAR 9.601(1).

Exceptions and Deviations. The Offeror shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the resulting contract (as identified in L.2, Content of Resulting Contract), Offeror Representations and Certifications, and the requirements included in Volume I -- Offer and Other Documents, Volume II - - Technical Proposal, and Volume III -- Cost Proposal. Any exceptions taken must contain sufficient justification to permit evaluation. The benefit to the Government shall be explained for each exception taken. Any exceptions or deviations may make the proposal unacceptable for award without discussions and may be eliminated from further consideration. Any exceptions or deviations to Section I of the RFP, or any FAR or DEAR clauses elsewhere in the RFP, will make the proposal non-responsive to this RFP. If the Offeror does not submit their Representations and Certifications electronically as indicated in Section K, then the Offeror must submit them as an exception and include them in this file. This file shall also contain any justification for noncompetitive proposed subcontracts and any request for waiver of patent clauses.

Organizational Conflict of Interest Statement. The Offeror shall provide an Organizational Conflict of Interest Statement in accordance with clause 952.209-8 Organizational Conflicts of Interest-Disclosure (JUN 1997) found at Section K.3.

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

(End of provision)

## **L.8 PROPOSAL PREPARATION INSTRUCTIONS - TECHNICAL AND MANAGEMENT PROPOSAL VOLUME II**

Volume II - Technical & Management Proposal consists of the Offeror's narrative addressing the technical and management aspects of the acquisition, the Offeror's capabilities and what it will do to satisfy the requirements of the Performance Work Statement. The Technical & Management Proposal should be specific and complete in every detail. The proposal should be practical and be prepared simply and economically, providing a straightforward, concise delineation of what the Offeror will do to satisfy the Department of Energy's requirements as set forth in Part III, Section J, Attachment A-2, Performance Work Statement.

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

The proposal should clearly and fully demonstrate the Offeror's capabilities, plans, knowledge, and experience with regard to the technical requirements described herein. Simply stating that the Offeror understands and will comply with the technical requirements is not adequate. Similarly, only stating, for example, that "standard procedures will be employed" or "well-known techniques will be used" is also inadequate. The Performance Work Statement (PWS) reflects the performance objectives of the instant effort; therefore, repeating the work statement without sufficient elaboration will not be acceptable and may result in receiving a lower rating.

The proposal shall pay specific attention to:

1. The technical approach, methodology and implementation strategy to meeting the PWS requirements, noting constraints and other mandates or requirements for awareness and consideration.
2. The approach to knowledge transfer of task activities to the Government.
3. The issues of coordination, planning and integration related to all activities within the PWS.



Failure to respond or follow the instructions regarding the organization and content of the technical proposal may result in the Offeror's proposal being deemed unacceptable or receiving a lower rating.

For consistency, the Offeror is instructed to use the file names specified below. Files shall be submitted in readable and searchable Microsoft Word, Adobe Acrobat PDF, or Microsoft Excel, as appropriate, in formats compatible with the current version of the software (i.e., Adobe Acrobat version 9.5.1 or earlier (.pdf); Word version Office 365 or earlier (.docx); or Excel version Office 365 or earlier (.xlsx)).

This section provides instructions for completing and submitting the Technical & Management proposal. Information on the evaluation of the proposal is found in Section M. Failure to provide complete information may result in a lower evaluation score.

All pages shall be single spaced, using 12-point font, 1" margins, and when printed, fit on size 8 1/2" by 11" paper. A thorough and concise Technical & Management proposal can be prepared within the requested page limit. The 12-point font is mandatory to ensure readability of the proposal and is intended for the proposal body text. It is not the Government's intent to require 12-point font size in headers/footers and/or to require Offerors to redo their graphics to conform to this font size. However, readability is at the risk of the Offeror and graphics with less than 12-point font may not be considered in evaluation of the proposal if they are not legible and clear to the evaluator.

**(A) FORMAT AND CONTENT**

Use the file names specified below when submitting documents. Files shall be submitted in readable and searchable Microsoft Word, Adobe Acrobat PDF, or Microsoft Excel, as appropriate, in formats compatible with the current version of the software (i.e., Adobe Acrobat version 9.5.1 or earlier (.pdf); Word version Office 365 or earlier (.docx); or Excel version Office 365 or earlier (.xlsx))

<b>FILE</b>		<b>FILE NAME</b>	<b>PAGE LIMITATION</b>
File 1	Technical Approach	<company name>Volume II File 1 Technical Approach.---	Maximum of 50 pages for Technical Approach
File 2	Management/Organizational Approach Plan	<company name> Volume II File 2 Management Approach.---	60 pages. Maximum of 50 pages for Management/Organizational Approach Plan plus 10 pages (5 pages per person) for Key Personnel
File 3	Past Performance =	<company name> Volume II File 3 Past Performance.---	Maximum of 2 pages per referenced contract  Exhibit C - Past Performance Information Questionnaire Cover Letter, Exhibit D Past Performance Questionnaire and Exhibit E Past Performance Reference Information Form are excluded from the two (2) page limitation but these specific Exhibits are restricted to the forms provided.

**(B) FILE 1 – TECHNICAL APPROACH (<company name>Volume II File 1 Technical Approach.---**

**Submit the Technical Approach as File 1 of the Offeror’s Technical & Management proposal. The Technical Approach is limited to 50 pages. The page limit does not apply to cover pages or tables of contents.**

Describe the proposed technical approach to performing the requirements of the PWS. The discussion shall address:

1. Comprehensive coverage – methods, processes, and approach for executing the work contained in the PWS.
  - a. Work Breakdown Structure. The Offeror shall describe its approach to creating the work breakdown structure (WBS) including the definition and implementation of the WBS elements for all work (including integration of the Overarching Support and Governance sections into the CLINs/Activities). The discussion shall describe the approach to internal work authorizations; progress monitoring, reporting, quality control; and project control procedures including the control of hazards and environmental impacts.
  - b. Methods and Processes. The Offeror shall describe the various methodologies and processes intended to be used in the performance of the work required. The description shall not just state a methodology or process by name but shall describe it and the effectiveness of its use.
  - c. Approach for Work Execution. The Offeror shall describe the approach to work execution describing the intended layout for completing work, quality control, and understanding of the various elements of each CLIN identified in the PWS. The Offeror shall also describe worker productivity and its approach to correcting performance deficiencies (proactively and retroactively). The Offeror shall also describe its approach to the management of the IDIQ (unknown) CLIN and how it will provide necessary expertise beyond that which is covered in its core workforce.
2. Appropriateness – The Offeror shall describe its approach to seamless and unobtrusive integration into existing business processes and any risk associated with integration. The Offeror shall describe how its approach will measure and mature/improve the services delivered (e.g., through the use of lessons learned, new techniques to improve organization and worker efficiency, and responsiveness over time).
3. Reliability – The Offeror shall describe its approach to measuring the services delivered and ensure continued improvement of services delivered (this discussion shall include how the Offeror plans to manage multiple geographically-dispersed and hybrid workforces). It shall also include use of proven technologies and process for standardization in systems and procedures. The Offeror shall describe its approach to service implementation, approach to work control processes using a computerized maintenance management system including experiences with planning, scheduling, tracking and root causes analysis of all work. It shall also include discussion on maintaining a work backlog in accordance with industry standards.
4. Availability – The Offeror shall describe its approach to determining the appropriate skills/labor levels for a given work assignment, resource accountability, availability of processes and tools, and system/application/data interfaces management. The Offeror shall describe its approach to management and oversight of travel, training, on-call, and overtime (and the approach to limiting or reducing such).
5. Supportability – The Offeror shall describe its approach to management of problems, quality control, and standardization/modularity.
6. Security/Compliance – The Offeror shall describe its approach to adherence/compliance with security laws, regulations, guidance, and directives and how those will be addressed regarding environment solutions. The Offeror shall describe its approach to control of sensitive data (under all situations – e.g., attacks, patching, upgrades, new integrations).
7. Accountability – The Offeror shall describe its approach to inventory tracking and management of NETL IT assets (including personal property, software, configuration management, problem resolution as the integrator of solutions from multiple providers, integration safety and quality of work processes).
8. Logistics – The Offeror shall describe its approach to providing timely and appropriate planning and deployment of third-party solutions, repairs, patches, and technology refresh. The Offeror shall describe its approach to interface with other on-site Contractors and the third-party solution providers. The Offeror shall include its approach to scheduling, tracking, and root cause analysis of work performed.

9. Technology – The Offeror shall describe its capabilities related to knowledge and understanding of technologies and future evolution of technologies (how it remains abreast of upcoming technologies, how it will plan for and minimize technical obsolescence and infuse new technology as they become available, how it will determine appropriate architecture trade-offs, and how it will manage capacity requirements).
10. Quality Assurance and Integrated Safety Management – The Offeror shall describe its approach to development of a Quality Assurance Plan (QAP) and an Integrated Safety Management Plan (ISMP). The narrative should address how the Offeror intends to ensure compliance with NETL Order 414.1 and NETL Order 450.4.

**(C) FILE 2 – MANAGEMENT/ORGANIZATIONAL APPROACH PLAN (<company name> Volume II File 2 Management Approach.---**)

**Submit the Management/Organizational Approach Plan as File 2 of the Offeror’s Technical & Management proposal. The Management/Organizational Approach is limited to 60 pages, as specified in the chart above. The page limit does not apply to cover pages or tables of contents.**

Describe the approach to the overall management of the contract.

The Offeror shall describe its approach to staffing. Staffing approach shall include the approach, tools, and techniques for hiring, retaining (including Key Personnel), training, and management of human resource levels (i.e., ramp up and ramp down) to fulfill the requirements of the PWS. The staffing approach shall include the methodology to ensure that skill qualifications are met, maintained, and monitored to ensure a qualified workforce is provided.

The Offeror shall describe its approach to organizational structure. Describe the roles, responsibilities, and authority of staff (including Key Personnel) within the proposed organization. Depict the lines of communication within each unit and responsibility for requesting and assuring support between units of the proposed project structure and from other elements of the organization. Describe the Offeror’s approach for ensuring that an adequate workforce is available with the appropriate skills and qualifications necessary to safely and effectively accomplish the work over the term of the contract. The Offeror shall describe how it will ensure skillset robustness across its workforce to avoid any potential single points of failures. The Offeror shall describe how the staff will be encouraged to achieve knowledge transfer to the Government. The Offeror shall describe its approach to knowledge transfer and address how knowledge transfer will be prioritized. Knowledge transfer shall be addressed from all levels of the team and how it will occur throughout the life of the contract.

The Offeror shall describe its approach to the management of all subcontracts. As it relates to Significant Subcontractors, the Offeror shall provide a description of and rationale for the use of the proposed Significant Subcontractors and discuss the relationship among the members (what this relationship brings to NETL in terms of performance). The Offeror shall describe the procedures for management of all subcontracts and management systems used to address cost, manpower, schedule planning and control, resource allocation, work monitoring, reporting, quality control.

The Offeror shall describe its approach to communication among its staff, subcontractors, federal staff, and other Contractors.

1. Staffing Plan. The Offeror shall propose a staffing plan that depicts its staffing by CLIN including an organizational chart to show where labor categories fall within the organization and how the lines of communication are implemented from a chart viewpoint. The Offeror is provided the flexibility to develop this staffing plan to demonstrate its innovative techniques and performance efficiencies to improve the levels of effort required while providing an experienced, qualified, effective, and efficient staff. A narrative staffing plan summary shall also be provided and shall include how the staffing plan aligns with the Offeror's technical approach to performing this requirement; labor category position titles; NETL site location where each position will be located; proposed labor hours; company affiliation; lines of authorities; and level of commitment (e.g., full-time; part-time; number of hours per year) to the contract. In addition, the narrative discussion shall address how the proposed positions compare or exceed the minimum qualifications as provided in Section J, Attachment

C. The staffing plan should be complete with positions identified for all staff including project management. All positions proposed to be filled with subcontractor staff shall be clearly identified.

Corporate Organizational Plan. The Offeror shall propose a corporate organizational plan that describes any corporate resources from parent organization(s) (e.g., LLC members that will be used), how they will be used, how they will be activated/deactivated, and the benefit of such to the performance of the contract. The plan shall include the flow down of authorities from the parent organization to the Program Manager and how the corporate resources will be assessed, if needed.

Letters of Commitment for the Offeror and Significant Subcontractors. The Offerors shall provide letters of commitment for all entities comprising the Offeror (as that term is defined in Section L.6 (a)) which shall demonstrate their firm commitment to performing under this contract, describe the priority of this effort within its organization, and a commitment to the contract for a minimum of twenty-four months from the start date of the contract. The Offerors shall also provide letters of commitment for all Significant Subcontractors (as that term is defined in Section L.6(b)) which shall demonstrate their firm commitment to performing under this contract, describe the priority of this effort within its organization, and a commitment to the contract for a minimum of twenty-four months from the start date of the contract. All letters of commitment shall be signed by individuals authorized to bind their individual organization and be submitted in .pdf format. Failure to submit the required letter of commitment for any member of the Offeror's team or any Significant Subcontractor may result in the Offeror receiving a lower rating for this criterion.

## **TRANSITION APPROACH PLAN**

The Offeror shall provide a detailed and comprehensive plan for transitioning the work and the workforce in an effective and cost-efficient manner from the beginning of the transition period through assumption of full contract responsibility. The plan must describe the Offeror's management approach to all transition activities and discuss how continuity of operations will be maintained throughout the transition period.

The Offeror shall plan for a transition of ninety (90) calendar days.

Include the following activities among the transition activities discussed in the plan, and a strategy for:

1. Assuming operational control of all IT services.
2. Staffing, relocating, orienting, and training Key Personnel and other than Key Personnel positions and a staffing schedule.
3. Accepting assignment of incumbent Contractor's subcontracts and other agreements and commitments.
4. Inventorying and transferring Government Property including Government-owned applications and end-user environments developed by the prior Contractor/subcontractor, which shall include HPC, EDX, and all Research and Enterprise infrastructure and services, transferring operation/task checklists, instructions/procedures, and deliverables for facility maintenance and emergency repair support of the data center.
5. Assuming control of all business and management systems (e.g., accounting, property, procurement, HR, IT, safeguards and security, etc.).
6. Establishing positive labor-management relations and employee relations at the point of transition, including addressing employee benefits, employee concerns, and applicable collective bargaining agreements; and
7. Avoiding disruption of service during transition.

The plan should include a milestone schedule of transition activities and address interaction with the incumbent Contractor, and Government personnel. It should also address key issues and milestones associated with the transition and identify potential barriers to a smooth transition and/or any potential impacts on continuity of operations and provide plans for their elimination or mitigation. The narrative shall clearly indicate the end of the transition period and assumption of normal operations.

## **KEY PERSONNEL**

The Offeror shall propose Key Personnel it considers essential to the successful accomplishment of the work to be performed under the contract. The Offeror shall describe the suitability of the proposed Key Personnel to the proposed position based on the relevant experience, leadership and qualifications described in the resume. The Offeror must introduce and clearly indicate their selected team of Key Personnel and demonstrate why they are considered qualified and effective including a rationale for selecting single or multiple individuals for Key Personnel positions. All Key Personnel are those personnel that will be incorporated into the Section H, Clause "Key Personnel." Key Personnel identified by the Offeror will be subject to the clause in Section I entitled, DEAR 952.215-70 Key Personnel.

The Offeror shall provide documented work experience in areas relevant to that required by the PWS and how this experience will be used to support NETL. Resumes (File 2) should reflect specific qualifications including educational experience, technical and managerial experience, professional development including a list of any pertinent publications, and capabilities for managing the PWS requirements. These are to be demonstrative type resumes and should not simply list previous positions and work locations of the individual.

The Offeror shall provide Letters of Commitment (File 2) for those persons designated to fill key positions, as specified in the "Commitment Letters" section below. Commitments expressed shall be governed by the terms expressed in Section H, "Contract Reductions for Changes to Key Personnel."

The following Key Personnel shall be proposed at a minimum and candidates shall meet the minimum qualifications identified in Section J.9 Attachment C – Position Qualifications (the Contractor may elect to propose a single individual to fill more than one Key Personnel position):

- **Program Manager**
- **Business Manager**

## **KEY PERSONNEL RESUMES**

Submit Key Personnel Resumes as part of File 2 of the Offeror's Technical & Management proposal. Provide resumes for all Key Personnel committed to the contract; do not provide resumes of Non-Key Personnel. Each resume shall describe the education, technical expertise, and relevant experience of Key Personnel on work similar to the work identified in the PWS and should be commensurate with the proposed position. Resumes shall describe how work experience relates to contract scope and the individual's capability to function effectively in the proposed position. The resume should not just identify where the person has worked, it should also describe the type of work performed and indicate the advancements, education, personal accomplishments, and qualifications relevant to the position for which the applicant is proposed. The resume should answer the question, "How does my experience qualify me for the proposed position under this contract?" The resume shall be in the following format:

1. **NAME:** Individual's full name.
2. **PROPOSED POSITION:** Title and Description.
3. **ORGANIZATION AFFILIATION:** Specify whether the individual is a part of the prime organization, a subcontract, or a team/partner.
4. **EXPERIENCE:** Provide a summary of the overall experience and capabilities applicable to the work identified in the PWS. List specific examples of work performed, accomplishments, achievements, responsibilities and authority gained.
5. **EDUCATION:** Identify the academic institution, degree or certificate earned, and dates. Only degrees from accredited institutions may be cited; degrees from institutions that are not accredited will not be considered.
6. **PROFESSIONAL AND TECHNICAL TRAINING:** For each relevant training course cited, list the title of the training, the training institution, the date of the training, and any special certifications or licensing received for the training.

7. PROFESSIONAL REGISTRATION/CERTIFICATION: Identify professional membership, special training, professional registrations, awards, etc. For each relevant professional registration/certification, list Title, State/Society, Year, and a brief statement detailing activities and accomplishments.
8. LIST OF PERTINENT PUBLICATIONS, HONORS, AWARDS, AND OTHER ACHIEVEMENTS: Provide a brief statement detailing relevant accomplishments, publications, awards, honors, etc. Do not provide copies of the actual awards.

### **COMMITMENT LETTERS**

Offerors shall submit letters of commitment as part of File 2 of the Offeror's Technical & Management proposal for each of the proposed Key Personnel. The letters of commitment are not included in the page limitation of File 2.

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

### **(D) FILE 3 – PAST PERFORMANCE (<company name> Volume II File 3 Past Performance.---**

The Offeror shall submit relevant past performance as File 3 of the Offeror's Technical & Management proposal.

The Offeror, to include all members of a teaming arrangement, shall provide no more than three contracts per member that are active or have been completed during the past three years from the RFP issuance date for work which is similar in size (size is defined as the dollar value (approximate average annual value of \$10-20M per year (for Significant Subcontractors(s) an approximate average annual value of \$5-10M per year)) and contract period of performance (three-five year period), scope (scope is defined as providing requisite experience, skills, and personnel to maintain, operate and integrate information technology (IT) solutions for Enterprise, Cybersecurity, and Research per the PWS), and complexity (complexity is defined as challenges such as those associated with managing multiple geographically dispersed subcontractors and providing services at dispersed geographic locations). The Offeror shall describe how each contract is similar in size, scope and complexity, as those terms are defined above, in its narrative for each referenced contract. In addition to the three contracts that may be submitted for each member of the Offeror organization, the Offeror shall provide no more than three contracts for similar services that are active or have been completed by a Significant Subcontractor during the past three years from the RFP issuance date and that are similar in size, scope and complexity (as those terms as defined above) to the instant requirement.

If the Offeror is a new business entity, subsidiary, or teaming arrangement (Limited Liability Company (LLC) or Joint Venture (JV)), then the Offeror shall provide no more than three (3) contracts that are active or have been completed during the past three years from the RFP issuance date and which are similar in size, scope, and complexity (as those terms are defined above) for each of the member organizations making up the Offeror's business unit.

If the Offeror is a newly formed entity with no record of past performance, the Offeror shall provide past performance information for its member organization(s). The Offeror, whether or not they are a newly formed entity, may provide past performance information for its parent organization(s), member organizations in a joint venture, LLC, or other similar or affiliated companies, provided the Offeror's proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. Meaningful involvement means the parent, member, or affiliate will provide material supplies, equipment, personnel, or other tangible assets to contract performance; or how the common

parent will utilize the expertise, best practices, lessons learned, or similar resources from the affiliate to affect the performance of the Offeror. If a common parent company is used to establish the nexus between the Offeror and an affiliated company, the Offeror must demonstrate how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company.

The Offeror and all Significant Subcontractors bear the burden of demonstrating the relevancy of past performance; therefore, the Offeror and all Significant Subcontractors shall provide the following:

- Past Performance Information Questionnaire Cover Letter (Exhibit C)
- Past Performance Information Questionnaires (Exhibit D)
- Completed Performance Reference Information Form (Exhibit E) is limited to the form and one additional sheet.

The Offeror and all Significant Subcontractors shall forward the Past Performance Information Questionnaire (Exhibit D) for each contract or project cited above to the appropriate point of contact for that contract or project. The Offeror and all Significant Subcontractors should use the Past Performance Information Questionnaire Cover Letter (Exhibit C) to identify the contract or project for the reference to which the questionnaire is being sent. The point of contact for each contract or project should complete and submit the questionnaire directly to the Contracting Officer identified in the cover letter, prior to the closing date of the RFP. The contract or project information provided to the point of contact for completion of the questionnaire must be sufficient to enable cross-referencing of the Past Performance Information Forms (Exhibit E) and the returned questionnaires.

Exhibit	Item	Purpose	Completed By:
Exhibit C	Past Performance Information Questionnaire Cover Letter	Informs the identified reference that past performance information is being collected and identifies who past performance information is being collected on and the address and completion date for submission.	<p>The Offeror and all Significant Subcontractors complete the information in the exhibit and provide it to the identified reference along with the appropriate relevant past performance forms.</p> <p>NOTE: The identified reference does not need to include this exhibit back to the Government when submitting the relevant past performance forms.</p>
Exhibit D	Past Performance Questionnaire	Collects past performance information on the contract cited.	The identified reference specific to the contract cited for the reference is to complete and return directly to the Government as instructed in the cover letter.

Exhibit E	Past Performance Reference Information Form	Identifies information on the contract for which relevant past performance information is being collected.	The Offeror and all Significant Subcontractors.
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The Offeror and all Significant Subcontractors shall provide Exhibit C and Exhibit D for each contract cited, to the appropriate reference point-of-contact for that contract. The reference point-of-contact for each contract should complete and submit the Past Performance Questionnaire (Exhibit D) (completed by the reference point-of-contact) directly to the Contracting Officer at the address identified in the Past Performance information Questionnaire cover letter, prior to the closing date of the RFP. Exhibit E shall be completed by the Offeror and all Significant Subcontractors and submitted with the proposal to describe the contract work (description of nature and scope as it relates to relevancy). Past Performance Questionnaire Forms (completed by the reference point-of-contact) not submitted in this manner shall not be considered. The contract information provided to the reference point-of-contact for completion of the questionnaire must be sufficient to enable cross-referencing of the Past Performance Reference Information Forms and the returned questionnaires.

The Government may contact some or all of the references provided as well as other sources to obtain past performance information to be evaluated. References other than those identified by the Offeror may be contacted by the Government with the information received and used in the evaluation of the Offeror's past performance. The Government may obtain information from federal databases for past performance reports to use in the evaluation of past performance.

The Offeror should also include a brief, high level discussion relative to the following specific functions:

- Operating and maintaining ON-PREMISES and CLOUD based computing environments to enable collaboration and communication across a variety of work segments and geographically dispersed site locations. Experience in research environments (particularly Industrial Control Systems and Supervisory Control and Data Acquisition) should be noted. Experience with cloud migrations and administration of multi-cloud and hybrid environments should be noted. Experience implementing and managing Zero Trust Architectures should be noted.
- Operating and maintaining HPC environments including both bare-metal HPC and HPC in the Cloud with the high density, high power, reliable and fast infrastructure, as well as HPC Data Center facility. Experience in supporting the similar HPC systems of NETL scale with positive reviews should be noted.
- Implementation of comprehensive security program with emphasis on information assurance and cyber operations.
- Integration of systems and services with other (external) organizations and use of SDLC processes and procedures to ensure methodological/repeatable approach.
- Application of lessons learned from previous projects.

As part of the 2 pages per referenced contract, the Offeror shall briefly, and at a high level, describe how and where the items noted were performed (list contract, institution, or entity).

(End of provision)

**L.9 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III COST PROPOSAL**

- (1) General: The Offeror shall prepare its cost proposal in accordance with the instructions contained in this provision. The Offeror’s proposal contains the Offeror’s price to perform the work set forth in the PWS; therefore, it must be current, accurate, complete, and well documented. Cost information shall not be included in other proposal volumes. The following instructions are provided to assist in the preparation of a comprehensive fully-supported cost proposal. The cost proposal is not subject to page limitations. Information



on the evaluation of the cost proposal is found in Section M. Inadequate proposals may be rejected by the Contracting Officer and therefore, not considered for award.

**For each Significant Subcontractor (as defined in L.6 Proposal Preparation Instructions – General) cost information shall be required and furnished in the same format and level of detail as prescribed herein for the Offeror (Note – certain items are to be proposed only by the Offeror (e.g. materials/supplies, travel and training) it is the responsibility of the Offeror to ensure that the Significant Subcontractor(s) do not include these items in its cost exhibits).** It is recommended that the Offeror provide these instructions for the cost proposal preparation to all Significant Subcontractors. If a Significant Subcontractor desires not to disclose proprietary information (e.g., indirect rates, limitations on indirect rates, etc.) to the Offeror then the Significant Subcontractor may provide the Offeror with non-proprietary (roll up or loaded) costs and submit the required detailed cost information separately in the CIO e-GOS web portal (directly to the Government). Information for Significant Subcontractors that is not received by the time required will not be evaluated and will cause the Offeror’s proposal to be considered non-responsive to the request for proposal (RFP). Information for Significant Subcontractors that is not received in the prescribed format may cause the Offeror’s proposal to be considered non-responsive to the RFP or may result in adjustments to the Offeror’s cost proposal.

The Offeror must provide supporting cost/price detail for each year of the contract. This includes each year of the three-year base period, the two-year option period, and the six-month option period. In addition, a summary total of the base and option periods shall be provided, and a summary of the total contract period (all five years) shall be provided.

The Cost/Price Exhibit Templates provide the format for responding to the solicitation. In addition, the PWS includes resource load information with historical data representative to provide the Offeror an idea of the volume of work or type of skills required to perform the work required. Limited information is required for the fixed-price activities and more detailed information is required for the cost-plus-award-fee activities. Key Personnel and administrative support personnel shall be included in the overhead rate or site-specific overhead rate and not included as a direct charge position to this contract. Administrative support includes business office administrative support - responsible for drafting invoices, subcontracts, and contract reports (e.g., Cost Management Report, Invoice Detail, EEO compliance, etc.) and office managers/secretarial staff – responsible for routine administrative functions.

- (1) **The Cost Proposal:** Shall consist of the Offeror’s proposed fixed-price for fixed-price activities and estimated cost to perform the cost-plus-award-fee activities. Each CLIN is described in the PWS. Contractual cost information is not to be included in the Technical & Management Proposal.
- (2) **Identification:** All forms, tables, and exhibits must be identified and listed in the table of contents or index. All pages, including forms, must be numbered.
- (3) **Modification to Cost Proposal:** Any modification to the Cost Proposal shall clearly indicate the cost impact of the modification to the same level of detail shown in the original proposal. Tables or Exhibits impacted by any change shall be clearly identified.
- (5) **Significant Subcontractor:** For each organization acting as Significant Subcontractor on a cost-plus-award-fee CLIN, cost information shall be required and furnished in the same format and level of detail as prescribed herein for the Offeror. The Offeror shall review Significant Subcontractors’ proposed costs for reasonableness and include these costs on the Tab A summary schedule totaling the efforts of all the entities. In the event that a Significant Subcontractor organization desires to submit cost information separately, the proposal submitted must clearly identify which partnership/team they are submitting under. All submittals should be closely identifiable as to not leave any doubt of which entity they are proposing with (i.e., Significant Subcontractor X cost proposal in support of Offeror Y). The Offeror is

ultimately responsible for ensuring that the cost submitted separately by their Significant Subcontractors are consistent with the amounts shown in the summary included in the total submitted by the Offeror. Any deviations in amounts shall be clearly explained and noted in the summary totals.

- (6) Direct Productive Labor Hours (DPLH): Offeror shall propose direct productive labor hours in accordance with the solicitation labor categories and labor hour requirements provided in the cost exhibits. Direct labor shall be proposed on the basis of Direct Productive Labor Hours (DPLH), i.e., estimated number of hours on the job. For the purpose of this solicitation, a full time equivalent (FTE) employee is equated to 1,920 DPLH. All nonproductive labor hours (vacations, holidays, sick leave, etc.) shall be charged as an indirect cost included in the Offeror's fringe benefit or labor overhead pool of expenses.

As previously indicated Key Personnel and administrative support personnel labor and costs (100% of their costs on this contract), including those located on-site, shall be charged as an indirect expense (any exceptions to this must be noted under the exceptions area and a clear rationale must be provided). Since it is expected that each entity provides a site-specific indirect rate for on-site work there should not be any conflicts with disclosure statements on charging 100% of managers and support staff expenses to the indirect pool. The requirement for a site-specific indirect rate must flow down to all Significant Subcontractors performing work on-site under a cost-plus-award-fee CLIN, with the exception of higher educational institutions.

- (7) Direct Labor Categories: The Offeror shall identify proposed direct labor rates for each of the Offeror labor categories in accordance with the Offeror's accounting system and the Department of Labor wage determinations or collective bargaining agreements included in Part III, Section J, Attachment E. Rates of any Significant Subcontractor shall be identified with the same level of detail as for the Offeror.
- (8) Rounding: Final monetary extensions shall be expressed in whole dollars.
- (9) Other Direct Costs: Other Direct Costs include costs for Materials, Training, Travel, and Subcontracts. The subcontracts cost category shall not include labor cost for DPLH of Significant Subcontractors. It is expected that any subcontract or consultant cost included in this section is for fixed price or time and material fixed rate subcontracts not subject to fee sharing and for work that does not rise to the level of what is expected for a Significant Subcontractor.

B. Definitions: Refer to FAR Part 31, Contract Cost Principles and Procedures, for definitions of cost elements. In addition, the following terms are defined for use in preparing a cost proposal under this RFP.

1. Collective Bargaining Agreement (CBA): Negotiated with a union to establish the terms and conditions (includes labor rates and benefits) for union covered positions. CBAs supersede a Department of Labor (DOL) wage determination (WD) for the covered position(s) and establish the minimum wages and benefits to be paid for the covered position(s).
2. Cost Exhibits and Cost Tabs: Cost Exhibits and Cost Tabs are the required format (except as noted herein) for the development of the cost proposal detail. The information requested in the Cost Exhibits includes the other than certified cost and pricing data necessary for complete evaluation of the proposal.
3. Cost Discussion: The narrative support for the other than certified cost and pricing data that provides the assumptions/contingencies/rationale used in developing the proposed costs/price and the basis for the cost/price estimate for each element, that is, how the labor rates were developed, how indirect rates were developed and calculated, etc.

4. Exempt: An employee who is exempt from the provisions of the Fair Labor Standards Act.
5. Facilities Capital Cost of Money (FCCOM): Refer to 48 CFR 9904.414—Cost Accounting Standard—Cost of Money as an Element of the Cost of Facilities Capital.
6. Full Time Equivalent (FTE): An FTE is considered a 100% dedicated individual performing on a full-time basis with all hours performed on this contract. For example, an FTE employee may equate to 1,860 DPLH and 220 non-productive labor hours (total 2,080 labor hours).
7. Key Personnel: Key Personnel are employee(s) considered essential to the successful accomplishment of the work to be performed under the contract. Key Personnel will be incorporated into Part I, Section H, clause “Key Personnel” and be subject to Part II, Section I, clause “DEAR 952.215-70 Key Personnel.”
8. Labor Hours: The total number of hours that can be worked based on a typical work schedule. For example, the annual labor hours may be expressed as 52 weeks X 40-hour work week = 2,080 labor hours.
9. Most Probable Cost: Expected cost to the Government after consideration of any upward or downward adjustments to the proposed cost (excluding fee) to realistic levels based on the results of a cost realism analysis.
10. Non-exempt: An employee who is covered by the provisions of the Fair Labor Standards Act.
11. Non-Productive Labor Hours: The estimated number of non-productive labor hours (e.g. vacations, holidays, sick leave, etc.) that are charged indirectly.
12. Off-Site: Includes any location not on one of the NETL sites as defined in on-site below.
13. Off-Site Overhead Rate: The indirect rate used for work performed at off-site location(s).
14. On-Site: Federally-owned NETL sites at Albany, Oregon; Morgantown, West Virginia; and/or Pittsburgh, Pennsylvania and/or Government-leased property in Anchorage, Alaska; Houston, Texas.
15. On-Site (NETL Specific) Indirect Rate: The indirect rate used for work performed at on-site NETL location(s) which includes the entire expected costs of the Project Management Office (PMO).
16. Period of Performance: The starting and ending date for the prescribed services as defined in Section F.
17. Performance Work Statement (PWS): The performance-based work statement used to identify the work requirements.
18. Project Management Office (PMO): Key Personnel and administrative support personnel (including those located on-site) required in performance of this contract. For the purposes of this contract, administrative support includes business office administrative support responsible for drafting invoices, subcontracts, and contract reports (e.g., Cost Management Report, Invoice Detail, EEO compliance, etc.), and office managers/secretarial staff. PMO expenses are captured indirectly in the on-site (NETL Specific) indirect rate.
19. Total Evaluated Price: The total evaluated price (cost reimbursable effort only) is the sum of the most probable cost plus the proposed maximum award fee for the base and option periods.

20. Wage Determination (WD): WDs issued by the Department of Labor (DOL) to establish the minimum prevailing wages and associated benefits (by geographic location) for employees covered by the Service Contract Act (SCA).

- C. Certified Cost and Pricing Data: The Contracting Officer has determined that certified cost and pricing data is not required for this RFP. However, in accordance with FAR 15.403-3 and 15.403-5, information other than certified cost and pricing data is required to accurately evaluate the proposals received. Therefore, information other than certified cost and pricing data (including supporting documentation/attachments) shall be submitted in accordance with the cost proposal preparation instructions/format provided herein.
- D. Modification(s) to the Cost Proposal: Modifications to cost proposals will not be accepted after the due date for proposals, unless expressly requested by the Contracting Officer based on formal discussions. If applicable, any modification to the cost proposal shall clearly indicate the cost impact of the modification in the same level of detail shown in the original proposal. Any modification to the cost proposal shall be clearly identified.
- E. Exceptions and Deviations: Identify and explain (including the benefit to the Government) any exceptions and/or deviations taken to the cost proposal preparation instructions for this RFP or to any other part of this RFP, which could have an impact on the cost proposal in the Administrative Discussion (File 6) required under Volume I, Offer and Other Documents.
- F. Adjustments: In the event the cost proposal does not adhere to these cost proposal preparation instructions but is not so deficient to be determined non-responsive, treatment during evaluation will be subject to the following:

The Government may make upward or downward adjustment of the proposed cost (excluding fee) to realistic levels based on the cost realism evaluation in the determination of most probable cost. For example, if the proposed labor rates are not realistic for the proposed approach (e.g. labor rates for SCA-covered positions do not equal or exceed the established WD, or CBA labor rates for incumbent employees are not consistent with the seniority of the incumbent employees, without sound rationale provided for in the respective Cost Discussion), they will be adjusted accordingly in the determination of most probable cost. It is further noted that for purposes of determining most probable cost, any upward adjustment to the proposed on-site (NETL specific) overhead and G&A rates, based on the cost realism evaluation, will not result in rates that exceed the proposed ceiling rates.

While fee is not subject to adjustment in the determination of the most probable cost based on percentage of adjusted costs, fee will be adjusted (only) in the event that fee is proposed on elements that have been identified as not fee bearing (e.g. fee applied to transition, travel or training costs).

- G. Format and Content: The Offeror shall submit Files 1 through 5 to describe the cost/price of the Offeror's effort inclusive of Significant Subcontractors. The Offeror shall also identify and discuss the contingencies used in developing the proposed costs/price and the basis for the cost/price estimate for each element, that is, how the labor rates were developed, how indirect rates were developed and calculated, etc. FAR Part 31, Contract Cost Principles and Procedures, must be the guide to the definition of the cost elements.

For consistency, the Offeror is instructed to use the file names specified below. Files shall be submitted in readable and searchable Microsoft Word, Adobe Acrobat PDF, or Microsoft Excel, as appropriate, in formats compatible with the current version of the software (i.e. Adobe Acrobat version 9.5.1 or earlier (.pdf); Word version Office 365 or earlier (.docx); or Excel version Office 365 or earlier (.xlsx))

Volume III, Cost Proposal, shall include the following documents (in the order listed):

<b>FILE</b>		<b>FILE NAME</b>
File 1	Contract Pricing Proposal Cover Sheet	<company name>File 1 Cover Sheet.–
File 2	Cost Exhibits	<company name>File 2 Cost Exhibits.–
File 3	Cost Discussion	<company name>File 3Cost Discussion.–
File 4	Indirect Rate Agreement	<company name>File 4 Rate Agreement.–
File 5	CIO-SP3 GWAC Pricing Schedule	<company name>File 5 Pricing Schedule.–

All cost exhibits must be generated using EXCEL, and all formulas/algorithms used to develop the proposed costs must be viewable in these EXCEL files for NETL’s review. The Offeror is instructed not to utilize any hidden fields in the EXCEL documents.

The cost discussion can be provided as a WORD or Adobe Acrobat PDF document.

The copy of your CIO-SP3 GWAC Pricing Schedule can be provided as a WORD or Adobe Acrobat PDF document.

The Indirect Rate Agreement file is required if the Offeror and/or Significant Subcontractors have an approved Indirect Rate Agreement or Forward Pricing Agreement.

For Significant Subcontractor submissions being submitted separately, both the Offeror and the Significant Subcontractor names should precede the specified file name, example <company name>< Significant Subcontractor name>File 1 Cover Sheet.–

**File 1 – CONTRACT PRICING PROPOSAL COVER SHEET (<company name>File 1 Cover Sheet.–)**

Submit one fully executed Contract Pricing Proposal Cover Sheet as File 1 of the cost proposal. Ensure the total proposed cost/price is reflected in block 6 and the cost/price breakdown is identified in block 8 consistent with the cost/price proposed in the Cost Exhibits. The Contract Pricing Proposal Cover Sheet (NETL F 534.1-1) is available for downloading on NETL’s homepage at: <https://netl.doe.gov/business/business-forms/acquisition-proposal>.

**File 2 – COST EXHIBITS – TABS A through D (<company name>Cost Exhibits. ---)**

File 2 shall consist of tabs A through D in the format provided in this solicitation. Sample formats for each Exhibit are contained in Section J.

**Tab A -- Summary of Proposed Fixed-Price and Costs plus Fee by Year**

The Offeror shall provide a summary (Tab A) by individual cost element for the total contract, which includes the total fixed-price and costs for each Significant Subcontractor. The Tab provides for subtotals for the base period and each option period. A separate Tab A must also be prepared for each Significant Subcontractor at the same level of detail required by the Offeror if a Significant Subcontractor is proposed to perform work on a cost-plus-award -fee CLIN. Additional cost elements may be added as needed to reflect the Offeror’s and Significant Subcontractor’s accounting system. If Facilities Capital Cost of Money (FCCOM) is proposed, the calculations including the Treasury rate used (as published in the Federal Register) shall be provided.

**Tab B1 through B3 (CLIN 00001 – Client Delivery; CLIN 00002 – Infrastructure; and CLIN 00003 – Applications (FFP))**

Proposed fixed-price for the three fixed-price activities. Each Offeror is reminded to include all cost relative to fulfilling the proposed staffing plan for these individual activities, including any Contract Access Fee (NCAF), applied indirect rates and profit. Each Offeror shall completely fill in the spaces provided in the cost exhibits B1 through B3 with their proposed fixed price developed based on the labor categories and full-time equivalent information, other planned direct costs, NCAF, indirect rates, planned staffing locations, and profit. It is expected that the proposed fixed price is inclusive of all anticipated costs.

**Tab B4 (CLIN 00004 Cybersecurity – FFP)**

Proposed fixed-price for this fixed-price CLIN. Each Offeror is reminded to include all cost relative to fulfilling the proposed staffing plan for these individual activities, including any Contract Access Fee (NCAF), applied indirect rates and profit. Each Offeror shall completely fill in the spaces provided in the cost exhibits B4 with their proposed fixed price developed based on the labor categories and full-time equivalent information, other planned direct costs, NCAF, indirect rates, planned staffing locations, and profit. It is expected that the proposed fixed price is inclusive of all anticipated costs.

**Tab B5 and B6 (CLIN 00005 – Research: Activity 00005a – High Performance Computing; and Activity 00005b – Energy Data Exchange (CPAF))**

Exhibits B5 and B6 are required to be prepared and submitted by the Offeror and all Significant Subcontractors. The Cost Exhibit template provides rows for each year of the contract.

The Offeror is provided historical information in the PWS resource load for this CLIN to use as a basis for proposing their DPLH to perform the work. The cost exhibit DPLH shall be consistent with that proposed by the Offeror in their staffing plan. Differences between the staffing plan and the proposed costs may result in receiving a lower evaluation in the technical evaluation and adjustments made to the most probable cost. If the hourly rate for a job category differs between locations, then the category shall be listed in multiple increments with the site noted (i.e., computer programmer 1 PIT). A breakdown of the separate rates shall be provided in a footnote to the schedule. In addition, any assumptions about escalation of labor rates, use of educational institution positions (such as university faculty, graduate students, postdoctoral positions or equivalents) shall be explained in the Cost Discussion document.

The costs/prices shall consist of the following cost/price elements:

Direct Labor: Propose the estimated cost/price for all anticipated direct labor.

For each position proposed to be charged directly, identify the labor category, work location, labor rate (unloaded), DPLH (per month), and number of FTEs and the respective FTE percentage by location (e.g., if proposing a full FTE (100%) and a half FTE (50%) in the same location the FTE allocation should be reflected as 150%). NOTE: There may be instances where one labor category may be required at more than one location and, in those instances, it is expected that separate line items will be utilized (e.g., an Engineer 5 may be identified on one line for Morgantown and another line for Pittsburgh).

ODCs, as applicable:

- Subcontracts/Consultants – Propose the estimated cost/price for all anticipated (non-major or non-critical) subcontracts and/or consultants. This cost/price element shall not include the labor cost for DPLH of

Significant Subcontractors. It is expected that any subcontract/consultant cost included in this section is for fixed price or time and material fixed rate subcontracts and/or consultants (subcontracts that do not meet the requirement of being considered Significant Subcontractors) and not subject to any fee sharing. NOTE: Subcontractors whose cost/price is included in this subcontract section are not to be included in the list of pre-approved subcontracts located in Sections H and I of this RFP and resulting contract.

- Travel (not fee/profit bearing) – Travel costs are provided and shall be utilized as given in the Cost Tabs (B6 and B7). For the purposes of this RFP, travel costs are to be included on the Offeror’s Cost Exhibits (only) and not in those submitted by any Significant Subcontractor.
- Training (not fee/profit bearing) – For the purposes of this RFP, estimated training costs are to be included on the Offeror’s Cost Exhibits (only) and not in those submitted by any Significant Subcontractor. NOTE: Travel associated with any training proposed shall be included in the travel cost.
- Supplies/Material – Supplies/material costs are provided and shall be utilized as given in the Cost Tabs (B6 and B7), excluding transition costs. DOE estimates are based on historical information and future projections; however, they do not represent a guarantee for funding future work at these dollar thresholds under the terms of this RFP. Supplies/Material costs, as provided, are to be included on the Offeror’s Cost Exhibits (only) and not in those submitted by any Significant Subcontractor. NOTE: If Significant Subcontractors are proposed, the Offeror is responsible for ensuring that supplies/material costs are not double expensed (e.g., supplies/materials costs are not included in Significant Subcontractor Cost Exhibits). Any proposal that does not utilize the supplies/material costs as provided will be subject to the process described above in the adjustment section. Exceptions or deviations to the provided supplies/material costs provided in the Cost Exhibit Template must be addressed in the Administrative Discussion (File 6) required under Volume I, Offer and Other Documents.

**Tab B7 and B8 (CLIN 00006 Operations and Maintenance Actions IDIQ (FFP) and CLIN 00007 Operations and Maintenance Actions IDIQ (CPAF)) – Plugged Costs for IDIQ Support**

Due to the uncertainty of the level of effort and tasking associated with the IDIQ Support, each Offeror shall use the estimated numbers provided by NETL in the cost exhibits for this CLIN. No changes to these numbers shall be accepted.

**Tab B9 (CLIN 00008 Transition – No Fee)**

Tab B9 shall be utilized to propose a **no fee** Cost (by individual cost element) for the Transition in accordance with Section B.1 and the PWS consistent with the proposed technical and management approach and the specified period of performance. If FCCOM is proposed, insert an additional row in the Cost Tabs to reflect FCCOM on a separate line.

All of the proposed transition costs must be clearly documented in sufficient detail to demonstrate reasonableness, allowability, and realism of the costs. The support document pricing breakdown shall include the proposed relocation costs for any employee(s) (including Key Personnel) necessary for the initial assumption of work for whom relocation costs are anticipated (regardless of whether the incurrence of relocation cost occurs during or after the transition period). NOTE: Reference FAR 31.205-35, Relocation Costs (relocation costs shall be subject to determination of allowability).

Examples of transition cost elements could include transition team costs, ODCs, and indirect expenses. Transition team costs might include the labor (hours and rate per hour) of the employees needed to execute the transition plan (e.g., recruiting, training new personnel, etc.). ODCs might include travel, training, supplies,

equipment rental, temporary office space, etc. Indirect expenses might include the fringe benefits, on-site (NETL specific) overhead, and G&A. NOTE: Ensure costs associated with individuals (e.g., Key Personnel and administrative support staff) included in the on-site (NETL specific) overhead rate are not double expensed. Specifically, if Key Personnel or any other labor costs of administrative support personnel included in the PMO cost in the on-site (NETL specific) overhead rate are billed directly in the Transition Costs, ensure that 1) the FTE for those positions do not exceed 100% for the respective fiscal year and 2) sufficient rationale is included in the Cost Discussion that explains how double expensing of those costs is not occurring. For example, if 100% of the Program Manager costs (\$100,000) are included in the on-site (NETL specific) overhead rate for the respective fiscal year, none of the labor cost of this position should be billed directly in the Transition Costs. Treatment during evaluation for issues related to duplicate expense (e.g., double billing, unreasonable indirect rates, unreasonable labor costs, etc.) would be subject to the process described above in the adjustment section.

### **Tabs C1 through C3 -- Indirect Expenses**

Tabs C1 through C4 shall be utilized to provide for the proposed indirect rates. While the Cost Tabs for fringe benefit, on-site (NETL specific) overhead, off-site overhead, and G&A rates are required tabs, the format of these tabs can be modified to reflect the Offeror's and/or Significant Subcontractor's accounting system(s). If other indirect rates such as material handling or subcontractor handling are proposed, create additional indirect rate tabs in the same level of detail required for the other indirect rates. As additional tabs are created, the numbering format should continue in sequence (e.g., C5, C6, etc.).

The Contractor is responsible for proper allocation of all telework and remote employees in the appropriate indirect rate structure. For example, telework or remote employees should not have an off-site rate applied that includes facilities costs and would be expected to be included in an on-site (client site) rate or a separately created rate for hybrid on-site-telework or remote (client site) rate for application of indirect rates. In such a scenario, the Contractor may have multiple indirect rate structures for the various types of employees: 1) typical on-site (client site) rate for staff working full-time on-site at a NETL location; 2) typical off-site (Contractor site) rate for staff working full-time at a Contractor site location; 3) a rate established for fully remote or fully telework staff; and/or 4) a hybrid rate for telework staff who may also utilize NETL provided space for hoteling when on-site at a NETL location.

For each indirect rate required below and for any other indirect rate proposed, use the appropriate Cost Tab to provide 1) the indirect costs (by individual cost element) that comprise the cost pool for the rate for the most recently completed fiscal year, current (projected) fiscal year, and subsequent five years itemized by the individual expense items by cost element and dollar amount, 2) rate calculation, 3) allocation base consistent with the Offeror's accounting system, 4) calculated percentage for the indirect rate and 5) percentage for the indirect rate ceilings (consistent with the ceilings proposed in Volume I, "Fill In of Contract Clauses") for all indirect rates except fringe benefits.

### **Tab C1 – Fringe Benefit Expense Schedule**

On separate schedules, Offeror and Significant Subcontractors shall provide their most recently completed fiscal year and current fiscal year projected fringe benefit costs and rates and then the projected fringe benefit costs and rate calculations for the five-year contract period.

### **Tab C2 – On-Site (NETL Specific) Overhead Schedule**

Tab C2 shall be utilized to propose an on-site (NETL specific) overhead rate. Also, identify the on-site (NETL specific) overhead ceilings consistent with the ceilings proposed in Volume I, "Fill In of Contract Clauses".



The on-site (NETL specific) rate shall include the entire expected costs of the PMO required for performance on this contract. Since it is expected that each entity provide an on-site (NETL specific) overhead rate for on-site work, there should not be any conflicts with disclosure statements on charging 100% of PMO expenses to the indirect pool. Exceptions or deviations to the on-site (NETL specific) overhead rate or to the inclusion of the entire PMO costs must be addressed in the Administrative Discussion (File 6) required under Volume I, Offer and Other Documents.

The requirement for an on-site (NETL specific) indirect rate shall flow down to all Significant Subcontractors performing cost reimbursement work on-site, with the exception of higher educational institutions.

### **Tab C3 – Off-Site Overhead**

Tab C3 shall be utilized to propose an off-site overhead rate for work to be performed at off-site location(s). Also, identify the off-site overhead ceilings consistent with the ceilings proposed in Volume I, “Fill In of Contract Clauses”. Although the solicitation includes the assumption for all work to be performed on-site, there is an expectation that some work will be required to be performed off-site. NETL is requiring off-site overhead rates and ceilings be established in the event off-site work becomes necessary. It is expected that these rates will not be applied to work performed on-site.

### **Tab C4 – General and Administrative (G&A) Expense Schedule**

Tab C4 shall be utilized to propose G&A. Also, identify the G&A ceilings consistent with the ceilings proposed in Volume I, “Fill In of Contract Clauses.”

### **Tab D Summary Cost Detail for Key Personnel**

Tab D shall be utilized to provide summary cost information for all Key Personnel. The labor costs should already be included in on-site (NETL specific) overhead rate (Tab C2) and the relocation costs should already be included in the support documentation provided for the Transition Costs (Tab B2). For any Key Personnel proposed, provide the individual (employee) name, company where employed, and proposed unburdened labor rate/salary and relocations costs consistent with the costs included in Tabs B2 and C2.

## **File 3 – COST DISCUSSION (<company name>File 3 Cost Discussion.—)**

Submit the Cost Discussion as File 3 of the cost proposal. The Cost Discussion may be provided as a WORD or Adobe Acrobat file. The Cost Discussion shall be submitted in one file with one exception. Electronic copies of existing company publications of company compensation policies (only) may be submitted as attachment(s) to the Cost Discussion.

All pages of the Cost Discussion must be numbered.

To help facilitate the review process and to ensure addressing all the review criteria, the Offeror shall use the following outline when preparing File 3. Ensure the elements are addressed in the order as they appear below. If an element is not proposed, do not eliminate the discussion section; simply indicate “Not Proposed.”

### **COVER PAGE**

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

Offeror.

## TABLE OF CONTENTS

This file shall include a Table of Contents to facilitate locating the elements of the proposal. Submit a Cost Discussion adhering to the following outline:

A. **Estimating Procedure** - Provide an explanation of the estimating procedures used, describing, at a minimum, 1) the existing data used as the basis of estimating the cost/price, 2) the judgmental factors applied in projecting from known data to the estimate, and 3) the assumptions used in estimating the proposed costs/prices.

B. **General**

- i. Discuss any differences in the treatment of exempt and non-exempt employees.
- ii. Discuss any differences in the cost proposal of any Significant Subcontractor's information/cost exhibits to the cost included in the Offeror's Cost Exhibits. In the event that differences are not explained or identified, treatment during evaluation will be subject to the process described above in the adjustment section. NOTE: Exceptions or deviations to any aspect of the cost proposal must be addressed in the Administrative Discussion (File 6) required under Volume I, Offer and Other Documents.

C. **Labor Cost**

- i. Identify the DPLH for a FTE and provide rationale for the DPLH utilized. This discussion shall clearly indicate how the number of hours associated with a FTE (e.g., 1820, 1860, 1920, etc.) were derived and how that annual amount was estimated by month.
- ii. Identify the source of the proposed labor rate (e.g., bidding rates, average labor rates, etc.). Include a discussion on how the proposed rates are reflective of hiring incumbent employee(s). In addition, furnish any supporting information that the wage and salary structure is competitive with local conditions. If the Offeror and/or any Significant Subcontractor are performing a Government contract in the local area or at the same site of performance as this contract, identify the award number, explain any difference in the proposed wage and salary plan including fringe benefits, and provide the rationale for these differences.

D. **Escalation** – Identify the escalation rate that is being proposed for each contract year on direct labor and indirect expenses and the rationale, assumptions, and methodology for how the rate was established. Indicate historical escalation rates for the previous three years. If escalation is based on industry indices or other national standards, provide the reference to the appropriate resource. If no escalation is proposed, indicate that decision and discuss the rationale supporting the position including risk associated with mandatory changes associated with Department of Labor wage, health, and welfare increases. Also, discuss the timing of when and how escalation is applied indicating if this is consistent with your corporate policies.

E. **ODCs** – Provide a discussion of the following elements.

- i. **Subcontracts** – If proposed, provide 1) a summary listing of anticipated subcontracts (with estimated cost/price listed for each subcontract), 2) a rationale/justification for the subcontracts

proposed, and 3) the basis of rates used (e.g., verbal or written quote, historical information, engineering estimate, etc.).

- ii. **Consultants** – If proposed, provide 1) a summary listing of anticipated consultants, 2) a rationale/justification for the consultants proposed, 3) the basis of rates used (e.g. most favored customer rate), and a statement of need including the reason why in-house or teaming resources are unavailable to perform the effort.
- iii. **Travel** – If proposed, provide 1) a listing of destinations, duration of travel, number of travelers, and number of trips for each anticipated travel destination (including a breakdown of air fare (each trip), per diem, car rental, ground transportation, and miscellaneous expenses) with estimated cost, 2) a rationale/justification for the travel proposed, and 3) the basis of rates (rates shall be in accordance with the Federal Travel Regulations and all other applicable Federal regulations). NOTE: The Offeror’s Cost Discussion shall include a separate travel discussion (in the same level of detail noted above) for travel proposed for any Significant Subcontractor.
- iv. **Training** – If proposed, provide 1) a summary listing of the anticipated training requirements with estimated cost, 2) the rationale/justification for the training proposed, and 3) the basis of rates used. NOTE: The Offeror’s Cost Discussion shall include a separate training discussion (in the same level of detail noted above) for training proposed for any Significant Subcontractor.

F. **FCCOM** – If proposed, provide 1) the calculations and 2) the rate applied, and 3) the Treasury rate used (as published in the Federal Register).

G. **Fee** - Provide a detailed rationale as to how/why the Offeror selected the fee proposed and discuss how fee was applied (e.g., fee is applied to all costs except travel and training, fee is applied to direct labor costs only, or fee is applied to loaded labor costs, etc.).

H. **Transition** - If PMO costs are proposed directly in Tab B9 (and in the on-site (NETL specific) overhead), discuss the methodology used to ensure that double expensing of these costs was not proposed.

I. **Indirect Rates**

- i. Indicate if proposed indirect rates are covered by indirect rate agreement. NOTE: Ensure a copy of any indirect rate agreement indicated in this discussion is attached as File 4 (see below).
- ii. Identify your fiscal year (e.g., January 1 through December 31 or October 1 through September 30).
- iii. Indicate how the proposed fiscal year indirect rates are used to compute the proposed indirect costs by contract year in each applicable tab.

iv. **Fringe Benefits**

- For each cost element included in the fringe benefits cost exhibit, provide the breakdown (and basis, if applicable) of the cost. For example, if the proposed fringe benefits include FICA at \$22,950 for the first year, the breakdown might show 7.65% applied to \$300,000 in labor costs.
- Discuss the methodology for the rate calculations. Any anomalies associated with the

application of fringe benefits shall be clearly discussed (e.g., fringe benefits are not applied to exempt employees or there are multiple fringe benefit rates proposed to account for differences in the treatment of paid time off). If applicable, discuss how the minimum health and welfare benefits required by WDs/CBAs are satisfied.

- Detail how the allocation base was derived.
- Describe approach to crediting employee's service with the current Contractor toward any length of service requirements for such fringe benefits as vacation, sick leave, and severance pay allowance for employees of the current Contractor who may continue on the contract with the Offeror and/or Significant Subcontractor(s).

v. **On-Site (NETL Specific) Overhead**

- For each cost element included in the on-site (NETL specific) overhead cost exhibit, provide the breakdown (and basis, if applicable) of the cost. For example, if the proposed on-site (NETL specific) overhead rate includes Indirect Labor costs of \$350,000 for the first year, the breakdown might show \$100,000 for Program Manager, \$75,000 for human resource manager, \$100,000 for business manager, and \$75,000 for accounting personnel.
- Discuss the methodology for the rate calculations. Any anomalies associated with the application of the on-site (NETL specific) overhead rate shall be clearly discussed (e.g., overhead rate includes fringe benefits for all direct labor).
- Detail how the allocation base was derived.

vi. **Off-Site Overhead Rate**

- For each cost element included in the off-site overhead rate, provide the breakdown (and basis, if applicable) of the cost. For example, if the proposed off-site overhead includes Utility expenses at \$50,000, the breakdown might reflect \$15,000 for electric, \$10,000 for natural gas, \$10,000 water and sewage, \$10,000 for telecommunications, and \$5,000 for non-hazardous waste disposal.
- Discuss the methodology for the rate calculations. Any anomalies associated with the application of the off-site overhead shall be clearly discussed, including the use of multiple off-site rates (e.g., if multiple off-site rates are utilized provide a rationale that clearly articulates how and when each rate is utilized such as: company A uses three off-site rates established by cost centers (10, 11, and 12). The use of cost center 10 applies to work completed from the Houston office for labor categories X, Y, and Z; the use of cost center 11 applies to work completed from the Richmond office for labor categories L, M, and Z; and the use of cost center 12 applies to work completed from our professional labor categories authorized to work from home).
- Detail how the allocation base was derived.

vii. **G&A**

- For each cost element included in the G&A, provide the breakdown (and basis, if

applicable) of the cost. For example, if the proposed G&A includes Bid and Proposal expenses at \$250,000 for the first year, the breakdown might reflect \$125,000 for two bid proposals.

- Discuss the methodology for the rate calculations. Any anomalies associated with the application of the G&A shall be clearly discussed (e.g., G&A not applied to subcontractor costs).
- Detail how the allocation base was derived.

viii. **Any Other Proposed Indirect Rate(s)**

- For each cost element included in the indirect rate, provide the breakdown (and basis, if applicable) of the cost.
- Discuss the methodology for the rate calculations. Any anomalies associated with the application of the rate shall be clearly discussed.
- Detail how the allocation base was derived.

J. **Indirect Rate Ceilings**

- i. Indirect Rate Ceilings – For the on-site (NETL specific) overhead ceiling, off-site overhead ceiling, G&A ceiling, and ceilings proposed for any other indirect rate (other than fringe benefits), provide the rationale for the proposed ceiling. If the ceiling is established at the same rate as the proposed rate, discuss the basis for that decision and address the risk associated with proposing ceilings that have no room for growth or uncertainty.

K. **Company Compensation Policies - Describe company compensation policies in the following areas (existing company publications may be furnished):**

- i. Salary increases:
  - Merit
  - Cost-of-Living
  - General
  - Other
- ii. Fringe Benefits:
  - Paid absences (vacations, sick leave, etc.) including the corporate procedure to be utilized in the event of site closures, inclement weather, early dismissals (if issued for Federal work force), administrative leave procedures, and infrequent leave policies.
  - Insurance contribution
  - Retirement contribution (e.g., 401k, pension plan, etc.)
  - Other
- iii. Travel/Per Diem
- iv. Relocation
- v. Bonuses/Other Employee Incentives

- vi. Severance
- vii. Shift Premium
- viii. Overtime
- ix. Uncompensated Overtime. Any uncompensated overtime proposed for any personnel for this contract must be identified by the Offeror in its discussion of company compensation policies. Uncompensated overtime is the hours worked in excess of the standard 40-hour workweek, without additional compensation, by employees who are exempt from the Fair Labor Standards Act (FLSA). The Offeror must specifically identify and separately list each labor category, key person, or named individual for whom uncompensated overtime is proposed. If uncompensated overtime is not proposed, the Offeror shall clearly make a statement to that effect.

**File 4 – INDIRECT RATE AGREEMENT(S) (<company name>File 4 Rate Agreement.--)**

Submit any current Indirect Rate Agreements (including forward pricing agreements) or notices established by your Cognizant Federal Agency as required by Section H, clause “Annual Indirect Rate Submissions” as File 4 of the cost proposal.

**File 5 – COPY OF CIO-SP3 GWAC PRICING SCHEDULE (<company name>File 5 Pricing Schedule. ---)**

Offeror shall provide a copy of their pricing schedule (or entire contract) from the CIO-SP3 GWAC contract. The pricing schedule will be utilized to assist the Government in determining reasonableness of the proposed cost/price provided in the Offeror’s Cost Proposal. Pricing schedule will also be utilized for the basis of any IDIQ tasks issued.

(End of provision)

**L.10 CLASSIFIED MATERIAL**

Performance under the proposed contract may involve access to classified material.

(End of provision)

**L.11 NUMBER OF AWARDS**

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

In the event the Government determines it is in the best interest to issue multiple awards the following language shall be added to Part I, Section H, clause “Ordering Procedure:”

“[FAR 16.505\(b\) \(1\)](#) provides that each Contractor shall be given fair opportunity to be considered for each order exceeding the micro-purchase threshold issued under multiple delivery-order contracts or multiple task-order contracts. The FAR states that the method to obtain fair opportunity is at the discretion of the Contracting Officer and that the Contracting Officer must document the rationale for placement and price of each order. In the issuance of task orders under this award Fair Opportunity shall be obtained by submitting a Task Order Request to each of the Contract Holders for consideration.

NOTE: Fair Opportunity to all Contract Holders is required. There is no requirement to obtain proposals from all Contract Holders as long as all Contract Holders were provided opportunity to provide a quote.

**Best Value:** The Government may determine to compete a Task Order on the basis of technical merit, past performance (as evident by performance on this contract), or by cost/price. In the event that the Contracting Officer determines to compete on technical merit each Offeror shall be provided with the basis for evaluation. Agency policy and other factors related to the exercise of sound business judgment shall be considered in making a best value determination.”

(End of provision)

#### **L.12 DISPOSITION OF SOLICITATION MATERIALS AND PROPOSALS**

Drawings, specifications, and other documents supplied with the solicitation may be retained by the Offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

Offeror’s Proposals will not be returned (except for timely withdrawals).

(End of provision)

#### **L.13 CONTENT OF RESULTING CONTRACT**

Any contract awarded as a result of this Request for Proposal (RFP) will contain PART I - The Schedule, PART II - Contract Clauses, and PART III, Section J - List of Attachments (excluding those attachments included in this RFP relating only to submission of proposals).

Blank areas appearing in these sections, indicated by “[TBD]” will be completed prior to contract award.

Offerors should carefully review the information contained therein, and, as appropriate, state any proposed exceptions/deviations per FAR 52.215-1.

(End of provision)

#### **L.14 INFORMATION OF AWARD (NOV 1997)**

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

(End of provision)

#### **L.15 FALSE STATEMENTS**

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

(End of provision)

## L.16 EXPENSES RELATED TO OFFEROR SUBMISSIONS

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

(End of provision)

## L.17 COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

(End of provision)

## L.18 52.204-7 SYSTEM FOR AWARD MANAGEMENT (AUG 2023) (DEVIATION)

(a) Definitions. As used in this provision—

"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

*Registered in the System for Award Management (SAM)* means that—

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)) into SAM

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

*Unique entity identifier* 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)

(1) An Offeror is required to be registered in SAM when submitting an offer or quotation, ***and shall continue to be registered until at the*** time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. ***A failure to register in SAM or a lapse in SAMs registration may be treated by the Contracting Officer as a correctable matter of responsibility.***

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at [www.sam.gov](http://www.sam.gov) for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:



- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company physical street address, city, state, and Zip Code.
- (4) Company mailing address, city, state and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company headquarters name and address (reporting relationship within your entity).

(d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of provision)

#### **L.19 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)**

(a) Definition. As used in this provision-

*Commercial and Government Entity (CAGE) code* means-

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via-

(1) Registration in the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov). If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Commercial and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if

that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(g) If the solicitation includes FAR clause 52.204-2, Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(End of provision)

#### **L.20 52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)**

(a) The Government recognizes that the line items established in this solicitation may not conform to the Offeror's practices. Failure to correct these issues can result in difficulties in acceptance of deliverables and processing payments. Therefore, the Offeror is invited to propose alternative line items for which bids, proposals, or quotes are requested in this solicitation to ensure that the resulting contract is economically and administratively advantageous to the Government and the Offeror.

(b) The Offeror may submit one or more additional proposals with alternative line items, provided that alternative line items are consistent with [subpart 4.10](#) of the Federal Acquisition Regulation. However, acceptance of an alternative proposal is a unilateral decision made solely at the discretion of the Government. Offers that do not comply with the line items specified in this solicitation may be determined to be nonresponsive or unacceptable.

(End of provision)

#### **L.21 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

#### **L.22 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)**

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

**L.23 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (NOV 2021)**

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

*Discussions* are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the Offeror being allowed to revise its proposal.

*In writing, writing, or written* means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

*Proposal modification* is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

*Proposal revision* is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

*Time*, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (*insert numbers or other identification of sheets*); and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed Offeror.

(iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful Offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

#### **L.24 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUNE 2003)**

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR [31.205-10](#)(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

**L.25 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN COST OR PRICING DATA (NOV 2021)**

(a) *Exceptions from certified cost or pricing data.* (1) In lieu of submitting certified cost or pricing data, Offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial product and commercial service exception.* For a commercial product and commercial service exception, the Offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include -

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), *e.g.*, wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the Offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

**L.26 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)**

(a) *Definitions.* Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled "Limitations on Pass-Through Charges" (FAR 52.215-23).

(b) *General.* The Offeror's proposal shall exclude excessive pass-through charges.

(c) *Performance of work by the Contractor or a subcontractor.* (1) The Offeror shall identify in its proposal the total cost of the work to be performed by the Offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the Offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the Offeror shall identify in its proposal--

(i) The amount of the Offeror's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the Offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the Offeror shall identify in its proposal--

(i) The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of provision)

**L.27 52.216-1 TYPE OF CONTRACT (APR 1984) (COST REIMBURSEMENT AND FIXED PRICE)**

The Government contemplates award of a term contract which includes a hybrid firm-fixed-price activities and cost-plus-award -fee activities contract resulting from this solicitation.

(End of provision)

**L.28 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24



months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

**L.29 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)**

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As a part of their proposals, Offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the Offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor Contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

**L.30 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Contracting Officer, Ryan S. Moore, Department of Energy, National Energy Technology Laboratory, 626 Cochran Mill Road, Pittsburgh, PA 15236.

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

(End of provision)

**L.31 952.233-2 SERVICE OF PROTEST (SUPPLEMENT TO THE PROVISION AT 48 CFR 52.233-2, SERVICE OF PROTEST)**

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

(End of provision)

**L.32 52.237-1 SITE VISIT (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of provision)

NETL has assembled a Director's overview, site support program briefing, and virtual tours of relevant on-site research facilities as a means to provide interested parties with information and insight into the operation and mission of NETL. This information will assist interested parties in understanding the various NETL sites and types of research conducted, and will provide general information relative to solicitations for follow-on site support services with the intention of encouraging full and open competition resulting in the best value for NETL. The NETL Overview and Virtual Tours may be found at <https://netl.doe.gov/business/site-support> and <https://netl.doe.gov/about/openhouse> .

**L.33 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)**

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

*Adjusted hourly rate (including uncompensated overtime)* is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week which includes uncompensated overtime hours over and above the standard 40-hour work week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ( $\$20.00 \times 40$  divided by 45 = \$17.78).

*Uncompensated overtime* means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(b)(1) Whenever there is uncompensated overtime, the adjusted hourly rate (including uncompensated overtime), rather than the hourly rate, shall be applied to all proposed hours, whether regular or overtime hours.

(2) All proposed labor hours subject to the adjusted hourly rate (including uncompensated overtime) shall be identified as either regular or overtime hours, by labor categories, and described at the same level of detail. This is applicable to all proposals whether the labor hours are at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of provision)

#### **L.34 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)**

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR chapter 9) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of provision)

#### **L.35 FACILITY CLEARANCE (AUG 2016) (DEVIATION)**

Notices to Offerors and the Contract Requirements of the Successful Offeror (Contractor)

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

An Offeror who has either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership, control and influence information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office that issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, Standard Form 328. (1) The contract work to be performed by the successful Offeror anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor's (that is, the successful Offeror's) organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the Contractor must submit the Standard Form 328, Certificate Pertaining to Foreign Interests, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package. The Contractor must submit the FOCI Package in the format directed by DOE. After the FOCI Package is completed, the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

(2) Information submitted by the Offeror in the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

(3) Following submission of a Standard Form 328 and prior to contract award, the successful Offeror/Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI information it submitted that could affect its answers to the questions in Standard Form 328. Following award of a

contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI information it submitted that could affect its answers to the questions in Standard Form 328. Notice of changes in FOCI information that are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be reported concurrently to the cognizant security office.

(b) Definitions. (1) Foreign Interest means any of the following—

- (i) A foreign government, foreign government agency, or representative of a foreign government;
- (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
- (iii) Any person who is not a citizen or national of the United States.

(2) Foreign Ownership, Control, or Influence (FOCI) means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) Facility Clearance means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon—

(1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;

(2) A contract or proposed contract containing the appropriate security clauses;

(3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;

(4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;

(5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;

(6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and

(7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and who possess or are in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.

(d) Facility Clearance and Employees Requiring Access Authorizations Prior to DOE's Granting Facility Clearance.

(1) A Facility Clearance is required for this contract, although not necessarily prior to contract award. A favorable FOCI determination for this contract is required prior to contract award. It must be rendered by the responsible cognizant

security office. The Contracting Officer may require the Offeror to submit additional information as deemed pertinent to this determination.

(i) The DOE must determine that awarding this contract to the Offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the Offeror to submit such additional information as deemed pertinent to this determination.

(ii) Before contract award, after obtaining a favorable FOCI determination the successful Offeror/Contractor may be eligible to obtain a Facility Clearance.

(iii) If the successful Offeror/Contractor does not obtain a Facility Clearance before contract award, after contract award the Contractor shall submit the necessary information to obtain a Facility Clearance and to obtain personnel Interim Access Authorizations in accordance with Departmental policies and procedures.

(2) The DOE may grant certain of the Contractor's Key Management Personnel and the Contractor's Facility Security Officer Interim Access Authorization. If granted Interim Access Authorization, the Contractor's Key Management Personnel and the Contractor's Facility Security Officer will have access to classified information or special nuclear material.

(e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but that require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.

(f) Except as otherwise authorized in writing by the Contracting Officer, any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors (or vendors for purchase orders) requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the Prime Contractor or the Contracting Officer for the prime contract.

#### Notice to Offerors—Contents Review (Please Review Before Submitting)

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the Offeror should review the FOCI submission to ensure that:

(1) The Standard Form 328 has been signed and dated by an authorized official of the Offeror;

(2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;

(3) A copy of the company's articles of incorporation and an attested copy of the company's bylaws, or similar documents filed for the company's existence and management, and all amendments to those documents;

(4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and

(5) A summary FOCI data sheet. Note: A FOCI submission must be attached for each tier parent organization (i.e., ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

(End of provision)

**L.36 952.219-70 DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000)**

The Department of Energy has established a Mentor-Protege Program to encourage its Prime Contractors to assist firms certified under section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the Contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protege firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract. Any DOE Contractor that is interested in becoming a Mentor should refer to the applicable regulations at [48 CFR 919.70](#) and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

(End of provision)

**L.37 952.226-70 SUBCONTRACTING GOALS UNDER SECTION 3021(A) OF THE ENERGY POLICY ACT OF 1992 (JUN 1996)**

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

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

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

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

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

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

(b) Section 3021 of the Energy Policy Act (Pub. L. 102-486) establishes a goal of award of 10 percent of the contract dollar value for prime and subcontract Energy Policy Act awards to Energy Policy Act target groups.

(c) The Offeror, if other than one of the three groups specified in paragraph (a) of this clause, shall submit, as part of its business management proposal or, if this solicitation requires the submission of a Small Business Subcontracting Plan, then as part of that plan, unless otherwise stated in the proposal preparation instructions, individual subcontracting goals for each of the three Energy Policy Act target groups. Individual goals shall be expressed in terms of a percentage of the Offeror's proposed contract dollar value. In addition, the Offeror shall provide a description of the nature of the effort to be performed by each of the three groups, and, if possible, the identity of the contemplated subcontractor(s).

(d) Unless otherwise stated, such goals shall be considered in the evaluation of the Business Management Proposal as discussed in Section M of this solicitation or, if applicable, as part of the evaluation of the Small Business Subcontracting Plan.

(End of provision)

**L.38 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (AUG 2009)**

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

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

(End of provision)

**L.39 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)**

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the Contracting Officer prior to filing a protest.

(End of provision)

## SECTION M - EVALUATION FACTORS FOR AWARD

### **M.1 DOE-M-2001 PROPOSAL EVALUATION – GENERAL (FEB 2019)**

#### **(a) Conduct of acquisition.**

(1) This acquisition will be conducted pursuant to the Federal Acquisition Regulation (FAR), Part 15, Contracting by Negotiation; Department of Energy Acquisition Regulation (DEAR), Part 915, Contracting by Negotiation; and the provisions of this solicitation.

(2) DOE has established a Source Evaluation Board to evaluate the proposals submitted by Offerors in response to this solicitation. Proposal evaluation is an assessment of the proposal and the Offeror's ability to perform the prospective contract successfully. Proposals will be evaluated solely on the factors and subfactors specified in the solicitation by assessing the relative significant strengths, strengths, significant weaknesses, weaknesses, deficiencies, and cost and performance risks of each Offeror's proposal against the evaluation factors in this Section M to determine the Offeror's ability to perform the contract.

(3) The designated source selection authority will select an Offeror for contract award whose proposal represents the best value to the Government. The source selection authority's decision will be based on a comparative assessment of proposals against all evaluation factors in the solicitation. The source selection authority may reject all proposals received in response to this solicitation, if doing so is in the best interest of the Government.

#### **(b) Deficiency in proposal.**

(1) A deficiency, as defined at FAR 15.001, Definitions, is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. No award will be made to an Offeror whose proposal is determined to be deficient.

(2) A proposal will be eliminated from further consideration before complete evaluation if the proposal is so deficient as to be unacceptable on its face. Such deficiencies may include any exceptions or deviations from the terms of the solicitation. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address the material requirements of the solicitation, or if it does not substantially comply with the proposal preparation instructions of this solicitation. Cursory responses or responses that merely repeat or reformulate the Performance Work Statement will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

(c) Responsibility. In accordance with FAR Subpart 9.1, Responsible Prospective Contractors, and DEAR Subpart 909.1, Responsible Prospective Contractors, the Contracting Officer is required to make an affirmative determination of whether a prospective Contractor is responsible. The Contracting Officer may, if necessary, conduct a pre-award survey of the prospective Contractor as part of the considerations in determining responsibility. In the absence of information clearly indicating that the otherwise successful Offeror is responsible, the Contracting Officer shall make a determination of nonresponsibility and no award will be made to that Offeror; unless, the apparent successful Offeror is a small business and the Small Business Administration issues a Certificate of Competency in accordance with FAR Part 19.6, Certificates of Competency and Determinations of Responsibility.



(d) Award without discussions. In accordance with paragraph (f)(4) of the provision at FAR 52.215-1, Instructions to Offerors - Competitive Acquisition, the Government intends to evaluate proposals and award a contract without conducting discussions with Offerors. Therefore, the Offeror's initial proposal shall contain the Offeror's best terms from a cost or price and technical standpoint. The Government, however, reserves the right to conduct discussions. If the Government conducts discussions, it will conduct them with all Offerors in the competitive range.

(End of provision)

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

The proposal preparation instructions contained in Section L are designed to provide guidance to Offerors concerning the type and depth of information the Government considers necessary to conduct an informed evaluation of each proposal.

Volume I, Offer and Other Documents, will not be point scored or adjectively rated. The Offeror's compliance with the proposal instructions as outlined in Volume I, Offer and Other Documents (such as format and content) will be reviewed and serve as the basis for a determination of responsiveness to the requirements contained in this solicitation. If applicable, an Offeror's Corporate Governance and/or Performance Guarantee Agreement will be reviewed in support of a contractor responsibility determination.

If the proposal is determined to be grossly and obviously deficient as to be totally unacceptable on its face or to contain prices that are inordinately high or unrealistically low, it may be eliminated from further consideration before a detailed evaluation is performed. For example, a proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address the essential requirements of the solicitation, or if it clearly demonstrates that the Offeror does not understand the requirements of the solicitation. Deviations/exceptions taken to this solicitation will not necessarily cause a proposal to be considered unacceptable. However, a large number of deviations/exceptions or one or more significant deviation may result in the rejection of the proposal as unacceptable. In the event a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation.

(End of provision)

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

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

. Selection of the best value to the Government will be achieved through a process of evaluating each Offeror's proposal against the evaluation criteria described above. The evaluation criteria for the Technical and Management Proposal will be adjectively rated. The Cost/Price evaluation criterion will not be rated; however, the evaluated price will be used in determining the "best value" to the Government. The Government is more concerned with obtaining a superior Technical and Management Proposal than making an award at the lowest evaluated price. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror's Technical and Management Proposal over another. Thus, to the extent that Offerors' Technical and Management Proposals are evaluated as close or similar in merit, the evaluated price is more likely to be a determining factor in selection for award.

(End of provision)

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

The importance of individual Evaluation Criteria is ranked in descending order. Volume II, Technical and Management Proposal, will be adjectively rated. The Cost/Price criterion will not be adjectively rated.

- Criterion 1 Technical Approach is significantly more important than Criterion 2 Management/Organizational Approach.
- Criterion 2 Management/Organizational Approach is more important than Criterion 3 Past Performance.
- The Technical Criteria, when considered together, are significantly more important than the Price and Cost Proposal.

The individual elements that comprise the Technical Criteria are not listed in order of importance and will not be individually weighted. All elements within each criterion will be considered in aggregate in developing an overall rating for each criterion.

The Cost Proposal will neither be point-scored, nor adjectively rated, but will be evaluated to determine price reasonableness for the fixed-price activities and cost realism for the cost-plus- award-fee activities. The Government will determine the total evaluated price by adding all the fixed-price activities to the most probable cost determined for the cost-plus- award-fee activities and the Government numbers provided to the IDIQ CLINs.

The importance of individual Evaluation Factors are ranked in descending order. Volume II, *Technical and Management Proposal*, will be adjectively rated.

- Criterion 1 Technical Approach is significantly more important than Criterion 2 Management/Organizational Approach.
- Criterion 2 Management/Organizational Approach is more important than Criterion 3 Past Performance.

The individual elements that comprise the Technical Criteria are not listed in order of importance and will not be individually weighted. All elements within each Criterion will be considered in aggregate in developing an overall rating for each criterion.

(End of provision)

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

Aspects of the proposals will be evaluated in accordance with the following criteria. Section L contains information/instruction regarding the contents of the Technical & Management proposal. The individual elements that comprise each criterion are not listed in order of importance and will not be individually weighted, but rather will be considered as a whole in developing an overall rating for each criterion.

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

The Offeror will be evaluated on the extent to which its Technical Approach provides a means for site support services to be executed and for those infrastructure and administrative activities that sustain these efforts. Technical capability will be evaluated by assessing the likelihood that the Offeror's proposed technical approach will meet the Government requirements, including any associated risk of the Offeror's non-performance in providing technical services. The Government will evaluate whether the Offeror demonstrates an understanding of the overall effort and the applicability of its proposed approach/solutions.

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

The Offeror's proposed organizational structure and management approach will be evaluated to determine its potential effectiveness and efficiency in successfully managing and executing the requirements of the PWS. This includes the extent to which the Organizational Approach addresses staffing; knowledge transfer; organizational structure; subcontracting, partnering and teaming arrangements; Transition Approach Plan; and Key Personnel.

Failure to submit the required letter of commitment for any member of the Offeror's team or any Significant Subcontractor may result in the Offeror receiving a lower rating for this criterion. In addition, failure to submit the required letter of commitment for any of the Key Personnel may result in the Offeror receiving a lower rating for this criterion.

## **TECHNICAL CRITERION 3: PAST PERFORMANCE**

DOE will evaluate the Offeror's past performance (how well it has performed past contracts) to determine the degree to which it demonstrates the likelihood it can successfully perform the PWS.

DOE will evaluate relevant and recent past performance information for the Offeror, including all members of a teaming arrangement, and Significant Subcontractors. To be considered recent, past performance must be either active or completed within the last three years from the RFP issuance date. In the case of a joint venture, LLC, or other team arrangement formed for the purpose of competing for this contract, DOE will evaluate relevant past performance of the entities that comprise the newly formed entity. In the case of parents and affiliates, DOE will only review the parent's or affiliate's past performance if they demonstrate that they will be meaningfully involved or their resources will be used on this effort. Meaningful involvement means the parent, member, or affiliate will provide material supplies, equipment, personnel, or other tangible assets to contract performance; or that the common parent will utilize the expertise, best practices, lessons learned, or similar resources from the affiliate to affect the performance of the Offeror. Relevant past performance includes current or past contracts similar in size, (size is defined as the dollar value (approximate average annual value of \$10-20M per year (for Significant Subcontractors average annual value of \$5-10M per year)) and contract period of performance (three-five year period), scope, (scope is defined as providing requisite experience, skills, and personnel to maintain, operate and integrate information technology (IT) solutions for Enterprise, Cybersecurity, and Research per the PWS), and complexity (complexity is defined as challenges such as those associated with managing multiple geographically dispersed subcontractors and providing services at dispersed geographic locations) to the work described in this PWS. DOE will use information either furnished by the Offeror's customers and/or information obtained from other independent data sources.

The Government will not apportion the assessment of past performance differently amongst the members of a Contractor's Teaming Arrangement, as defined in FAR 9.601(1), on a past performance contract, as each entity is considered to be responsible for overall performance of the ongoing or prior contract. All partner companies on past performance contracts will be equally credited (positively and negatively) for past performance information. However, relevancy determinations on a past performance contract may differ depending upon what scope each entity is proposed to perform.

DOE will evaluate the Offeror and all members of a teaming arrangement, and any Significant Subcontractors, in accordance with the work each entity is proposed to perform.

An Offeror without a record of relevant past performance or for whose past performance information is not available, will receive a Neutral, that is, the Offeror will not be evaluated favorably or unfavorably.

During its evaluation, the Government will review and consider all past performance information submitted by the Offeror's references for contracts determined to be relevant. DOE may contact some or all of the references provided by the Offeror and may solicit past performance information from any other available sources, including the Government

past performance database systems. References other than those identified by the Offeror may be contacted and be considered by the Government regarding the evaluation of the Offeror's past performance. DOE may check readily available Government records including pertinent DOE prime contracts, or from commercial references for relevant past performance information.

(End of provision)

## **M.6 EVALUATION CRITERIA – COST**

Volume III, Cost Proposal, will neither be point-scored, nor adjectivally rated, but will be evaluated to determine price reasonableness for the fixed-price activities and cost realism for the cost-plus- award-fee activities. The Government will determine the total evaluated price by adding all the fixed-price activities to the most probable cost determined for the cost-plus- award-fee activities and the Government numbers provided to the IDIQ CLINs.

DOE will evaluate each Offeror's proposed cost, using one or more of the techniques defined in FAR 15.404, in order to determine if the proposed prices are reasonable and proposed costs are realistic and complete. The evaluation of cost realism includes an analysis of specific elements of each Offeror's proposed cost to determine whether the proposed estimated cost elements are sufficient for the work to be performed; reflect a clear understanding of requirements; and are consistent with the methods of performance and materials described in the Offeror's technical proposal.

For evaluation purposes, DOE will compute the most probable cost associated with the Offeror's proposal relative to the cost realism completed on the cost-plus-award-fee activities. The most probable cost, for the basic contract term and all options, will be determined based on the Offeror's proposal and any upward or downward adjustments required from the evaluation of realism and completeness. Cost and fee will not be adjectivally rated or scored but will be evaluated for consistency with the Technical Proposal and will be used to determine which proposal will represent the best value to the Government.

The total evaluated price will be inclusive of the fixed-price proposed for all fixed-price activities (base and option years inclusive of the option period in accordance with FAR 52.217-8-Option to Extend Services), plus the most-probable-cost-plus-fee for all cost-plus-award-fee activities (base and option years), plus the Government number for the IDIQ CLIN (base and option years). The Total Evaluated Price will be used in the best value analysis for purposes of selecting an Offeror for award of a contract.

An unreasonable, unrealistic, or incomplete Cost Proposal, and/or inconsistencies between the Volume III, Cost Proposal and the Volume II, Technical and Management Proposal, may indicate a poor understanding of the PWS requirements and may negatively impact an Offeror's evaluation and appropriate criterion rating of the Offeror's Technical and Management Proposal. Should the Government determine that inconsistencies exist or that the Offeror appears to lack an understanding of the requirements, this may result in an adjustment for evaluation purposes only to the Offeror's proposed costs and/or may result in adverse evaluations of the Technical and Management Proposal criterion. In addition, as stated above, a proposal may be deemed unacceptable if it does not substantially and materially comply with the proposal preparation instructions.

The Offeror has the responsibility to fully document its Cost Proposal and provide clear traceability to the PWS elements. For evaluation purposes only, DOE may adjust an Offeror's proposed cost as part of its cost realism analysis if the Offeror does not adequately provide this documentation and traceability. As part of the evaluation, DOE will also review information to assist in the determination of responsibility.

(End of provision)

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

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

(End of provision)