FILL IN OF CONTRACT CLAUSES

Certain solicitation clauses are to be completed by the Offeror, saved and submitted as File 3. These clauses are contained in this document.

All areas marked as either TBD or in brackets, parenthesis, or blank spaces in these clauses are to be filled in by the Offeror. This information shall then be utilized to complete these specific areas prior to contract award.

## **B.1 SERVICES BEING ACQUIRED – 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 (37th month through 60th 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)

## **H.12 KEY PERSONNEL**

1. 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.

1. 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.

1. 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.

1. Contract Reductions for Changes to Key Personnel
2. 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.
3. 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.
4. 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.
5. 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.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.17 INCORPORATION OF CONTRACTOR’S VALUE ADDED APPROACHES OR METHODOLOGIES AND CONTRACTOR’S RESOURCES AND COMMITMENTS**

* + 1. 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)

* + 1. 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.
    1. 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)

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.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)](https://www.ecfr.gov/current/title-34/section-600.4#p-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](https://www.ecfr.gov/current/title-34/section-608.2); and

(3) Small business concerns, as defined under section 3 of the Small Business Act ([15 U.S.C. 632](https://www.govinfo.gov/link/uscode/15/632)), 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)](https://www.govinfo.gov/link/uscode/15/637)) 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.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)

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](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-13#FAR_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](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_52_204_3), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](https://www.acquisition.gov/far/part-52#FAR_52_204_7), System for Award Management.

(v) [52.204-5](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_52_204_26), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](https://www.acquisition.gov/far/part-52#FAR_52_209_2), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) [52.209-5](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-19#FAR_Part_19) in accordance with [19.000](https://www.acquisition.gov/far/part-19#FAR_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](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-19#FAR_Part_19) in accordance with [19.000](https://www.acquisition.gov/far/part-19#FAR_19_000)(b)(1)(ii).

(xiv) [52.222-22](https://www.acquisition.gov/far/part-52#FAR_52_222_22), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](https://www.acquisition.gov/far/part-52#FAR_52_222_26), Equal Opportunity.

(xv) [52.222-25](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_52_222_26), Equal Opportunity.

(xvi) [52.222-38](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_52_223_2), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) [52.223-4](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_52_204_7).)

(xx) [52.225-2](https://www.acquisition.gov/far/part-52#FAR_52_225_2), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](https://www.acquisition.gov/far/part-52#FAR_52_225_1).

(xxi) [52.225-4](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_52_225_6), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](https://www.acquisition.gov/far/part-52#FAR_52_225_5).

(xxiii) [52.225-20](https://www.acquisition.gov/far/part-52#FAR_52_225_20), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) [52.225-25](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_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:

\_X\_ (i) [52.204-17](https://www.acquisition.gov/far/part-52#FAR_52_204_17), Ownership or Control of Offeror.

\_X\_ (ii) [52.204-20](https://www.acquisition.gov/far/part-52#FAR_52_204_20), Predecessor of Offeror.

\_\_ (iii) [52.222-18](https://www.acquisition.gov/far/part-52#FAR_52_222_18), Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_ (iv) [52.222-48](https://www.acquisition.gov/far/part-52#FAR_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](https://www.acquisition.gov/far/part-52#FAR_52_222_52), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

\_\_ (vi) [52.223-9](https://www.acquisition.gov/far/part-52#FAR_52_223_9), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

\_X\_ (vii) [52.227-6](https://www.acquisition.gov/far/part-52#FAR_52_227_6), Royalty Information.

\_X\_ (A) Basic.

\_\_ (B) Alternate I.

\_X\_ (viii) [52.227-15](https://www.acquisition.gov/far/part-52#FAR_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](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](https://www.acquisition.gov/far/part-4#FAR_4_1201)); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

|  |
| --- |
| FAR Clause # Title Date Change |

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

(End of provision)

K.2 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via *https://www.sam.gov* (see 52.204-7).

(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)

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)