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

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

## **B.1 SERVICES BEING ACQUIRED – CORPORATE HUMAN RESOURCE INFORMATION SYSTEM (CHRIS) OPERATION AND MAINTENANCE SUPPORT SERVICES**

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

6.1 Activity 1 – Administrative (Firm Fixed Price) (TBD)

6.2 Activity 2 – System Engineering Development (Firm-Fixed Price) (TBD)

6.3 Activity 3 – Indefinite Delivery-Indefinite Quantity (IDIQ)

Support (Cost-Plus-Fixed-Fee)

Estimated DPLH (TBD)

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

Fixed-Fee (TBD)

Total Estimated Cost plus Fixed-Fee (Not to exceed $72,000)

6.4 Activity 4 – Transition (Firm-Fixed Price) (TBD)

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

The estimated total value of this contract, inclusive of CLINs (including profit and fee) is $4,000,000.

## **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 fixed fee to be incurred from the effective date of this contract through the period estimated to end (TBD). The Limitation of Funds is further applied to the specific amounts obligated for each Activity identified in Part I, Section B of this contract.

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

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

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

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

## **C.2 REPORTS**

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

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

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

## **D.1 PACKAGING**

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

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

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

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

## **E.1 DOE-E-2001 Inspection and Acceptance (OCT 2014)**

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer in accordance with the clauses identified in the master contract and applicable to the type of CLIN (i.e. Firm-Fixed price or Cost Reimbursement). If the Contracting Officer assigns this responsibility to the Contracting Officer’s Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

## **SECTION F – DELIVERIES OR PERFORMANCE**

# 

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

## **F.1 PERIOD OF PERFORMANCE (BASE CONTRACT)**

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**.

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

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

## **SECTION G - Contract Administration Data**

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

## **G.1 CORRESPONDENCE PROCEDURES**

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

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. Subject Line(s)

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

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

1. 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.
9. Statement of Cost (Cost Reimbursement CLINs)

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

1. Supporting Documentation

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

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

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

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

Current Period Cumulative Amount

Fixed Price (FFP CLINs) XXXX XXXX

Cost Incurred (cost reimbursement CLINs) XXXX XXXX

Fixed Fee (cost reimbursement CLINs) XXXX XXXX

DPLH (cost Reimbursement CLINs) XXXX XXXX

1. Submission of Voucher

Submit the original voucher including the Supporting Documentation to the following payment office. This submission may be done electronically through the Vendor Inquiry Payment Electronic Reporting System (VIPERS) available to Contractors at the following website: <https://vipers.doe.gov/>. Contractors must have a Federal tax identification number (TIN) and then obtain a personal identification number (PIN) to access the system:

U.S. Department of Energy

Oak Ridge Financial Services Center

P.O. Box 4967

200 Administration Road

Oak Ridge, TN 37830

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

1. 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.

1. Payment Method

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

1. 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.

1. 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.

1. Invoice Approval

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

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

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

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

1. The on-site Government personnel observe the following holidays:
   1. New Year’s Day
   2. Martin Luther King, Jr.’s Birthday
   3. President’s Day
   4. Memorial Day
   5. Independence Day
   6. Labor Day
   7. Columbus Day
   8. Veterans Day
   9. Thanksgiving Day
   10. Christmas Day

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

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

## **G.5 DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)**

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

## **SECTION H - Special Contract Requirements**

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

## **H.1 TECHNICAL DIRECTION**

1. 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 Statement of Work.
   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.
2. 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 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 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.
3. All technical directions shall be issued in writing by the COR.
4. 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.
5. A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled “Disputes - Alternate I.”

## **H.2 MODIFICATION AUTHORITY**

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

1. accept nonconforming work,
2. waive any requirement of this contract, or
3. modify any term or condition of this contract.

## **H.3 GOVERNMENT PROPERTY**

1. Regardless of the performer of the work, the Contractor is responsible for complying with the requirements of the Department of Energy (DOE) personal property management program and the Federal Acquisition Regulations. The Contractor is responsible for flowing down the requirements to subcontractors at any tier to the extent necessary to ensure the Contractor’s compliance with the requirements.
2. 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.

* 1. Within 180 days of contract completion or upon request of the CO, the Contractor shall be required to provide a listing of all property acquired under direct charge to the contract. The listing shall include the Purchase Order number utilized to acquire the property, acquisition cost, property identification numbers, and current location of property. The Contractor shall be required to manage government-owned/titled property in accordance with FAR 52-245-1 and DOE Order 580.1A. The listing shall be submitted in accordance with section D of this clause.
  2. Authorization to acquire does not constitute consent to the placement of a subcontract.

1. 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.

* 1. In accordance with FAR Part 45 Government property that is incidental to the place of performance (i.e. office space, chairs, telephones, computers, printers, and fax machines) are not covered by this clause - when the contract requires contractor personnel to be located on a Government site or installation, and when the property used by the contractor with the location remains accountable to the Government.
  2. Contractors are responsible for ensuring personal property items that may reveal classified or controlled unclassified information (i.e. Official Use Only or Unclassified Controlled Nuclear Information) are managed and controlled in accordance with the requirements found in other DOE directives or Agency regulations.
  3. 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.
  4. Except as otherwise authorized by the Contracting Officer in writing, only that property specifically included in the “GFP List” shall be furnished.
  5. A copy of the current “GFP List” is located on the Internet at [http://www.netl.doe.gov/](http://www.netl.doe.gov/business/site-support)

[business/site-support](http://www.netl.doe.gov/business/site-support) and will be maintained at that site for availability during the solicitation phase of this contract. GFP is provided as-is/where-is and the Contractor is responsible for determining suitability for use.

* 1. The “GFP List” is broken into categories:
     1. 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.
     2. Accountable Property – Accountable Property is identified as personal property that exceeds the acquisition cost threshold (as identified in DOE Order 580.1A, currently $10,000 or more) and administratively controlled items identified on the provided property matrix necessary for controlling items under the acquisition cost threshold to protect against unauthorized use, disclosure, or loss. The property matrix shall be provided in writing from the CO.
     3. 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.
     4. 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.
  2. During performance of the contract, the Contractor (with written approval of the CO) may acquire additional property items. These items shall be categorized as Capitalized Property (see definition above); Accountable Property (see definition above); Non-Accountable Property (see definition above); Sensitive Property (as defined in DOE Order 580.1A); or High Risk Personal Property (as defined in DOE Order 580.1A).
  3. In addition, the Contractor may be required to acquire or utilize “Precious Metals” in performance of the contract requirements. Precious metals are required to managed and controlled in accordance with the requirements of DOE Order 580.1A.
  4. 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.

* + 1. 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.
    2. 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.
    3. 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.
    4. 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.
    5. 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).
    6. 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.
    7. An independent group must validate the results of the physical inventory.
    8. Physical inventories shall be reconciled with financial records, as applicable.
    9. 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.
  1. 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.
  2. Loaning of Personal Property may be authorized provided the property is:
     1. Not excess.
     2. Used in performing research, studies, and other efforts that result in benefits to both the U.S. Government and the borrower.
     3. Used by local agencies in support of health, safety, or security requirements in emergency conditions or upon appropriate Departmental notification of emergency conditions.
     4. Loaned to another DOE organization, contractor, Government agency, or organization that has a valid Federal contract, financial assistance agreement, treaty, international or collateral agreement.
     5. Approved using the a properly completed loan package including DOE F 4420.2 Loan Agreement form which must document that high risk, export control, and hazardous reviews have been completed (foreign loans, refer to DOE Order 580.1A Foreign Transactions).
  3. 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.
  4. Disposition of property shall be coordinated with the NETL PA/OPMO.

1. Reporting Requirements

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

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

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

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

NETL currently has office spaces for, **8 FTEs** at the Morgantown site, that are available for use by on-site Contractor personnel, the amount of office space available is subject to change based on current availability. Other associated Government furnished items for the on-site personnel include: office space, office furniture, local area network services, parking facilities, and other services as described in the clause entitled “Government Provided Services”.

## **H.5 COMPLIANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL REQUIREMENTS**

In performing work under this contract, the Contractor shall comply with all relevant federal, state, and local statutes, ordinances, laws, regulations and DOE/NETL directives (e.g. Orders, Policies, and Procedures).

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

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

## **H.7 CONSERVATION OF UTILITIES**

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

## **H.8 MOVEMENT OF GOVERNMENT PROPERTY OFF-SITE -- NETL**

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

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

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

* + - 1. WBS Structure Use – The Contractor shall use the WBS structure approved by the COR as the basis for all contractual reporting, invoicing, and accounting;
      2. 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;

* + - 1. 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.
   * + 1. Example:
   1. WBS Level 1: Contract Level Reporting
   2. WBS Level 2: Task Level Reporting
   3. WBS Level 3: Subtask Level Reporting (if needed)
   4. WBS Level 4: Activity Level Reporting (if needed)

Further levels as appropriate.

## **H.10 KEY PERSONNEL**

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, the total time of which shall not exceed 30 working days during any given year; (ii) utilizing the services of a new substitute Key Person for assignment to the contract; or (iii) assigning a current Key Person for work outside the Contract.

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 contract price may be permanently reduced by $250,000 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 contract price may be permanently reduced by $50,000 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] Manager/Team Lead

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

## **H.11 TRAVEL AND PER DIEM COSTS**

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

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

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

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

* + 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 and the Fee Determination Official may elect to reduce the fee for the final fee period of that particular year. 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.

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

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

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

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

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

[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.

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

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

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

Notwithstanding any other clause(s) of this contract, the Government shall not reimburse the Contractor for any site specific on-site, off-site, and G&A indirect costs in excess of the indirect expense dollars derived for each of the Contractor’s fiscal years by the application of the following individual indirect cost ceiling rates to the appropriate base outlined below. The indirect cost ceiling rates are based on a [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] |
| 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] | |
| 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.

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

* + 1. Introduction

1. Indirect billing, revised billing (as necessary), and final rate agreements must be established between a Contractor and the Department of Energy (DOE) for each of the Contractor’s fiscal years for the life of the IDIQ type contract that includes cost reimbursement type task orders. These indirect rate agreements allow a Contractor to recover indirect expenses incurred during a fiscal year for which final indirect rates have not been established.
2. Indirect billing and revised indirect billing rate proposals must represent the Contractor’s best estimate of the anticipated indirect expenses to be incurred and the estimated allocation base for the current fiscal year in accordance with their approved accounting system. Revised billing rates allow a Contractor or DOE to adjust the approved billing rates, based upon updated information, in order to prevent significant over or under billings. Revised billing rates, once established, are retroactive to the beginning of the fiscal year involved and require an adjustment voucher to be submitted by the Contractor reconciling all previous indirect billings which used the previously approved billing rates.
3. A final indirect rate proposal represents the indirect rate expenses actually incurred during a fiscal year and the actual business base experienced. Once established they are retroactive to the beginning of the fiscal year involved and require an adjustment voucher to be submitted by the Contractor reconciling all previous indirect billings if the established final rates differ from the previously approved billing rates.
4. FAR 42.703(a) stipulates that “A single agency [see FAR 42.705-1(a)] shall be responsible for establishing indirect cost rates for each business unit. These rates shall be binding upon all agencies and their contracting offices, unless otherwise specifically prohibited by statute.” This single Government agency is referred to as the Cognizant Federal Agency (CFA). The CFA is normally the Federal agency which has the largest unliquidated contract dollar amount by fiscal year with a Contractor.
5. Sections (B) and (C) or (D) of this clause define the requirements to be followed by the Contractor in establishing indirect rates for contracts when DOE is the CFA and when DOE is not the CFA. Specific instructions for submittal of indirect rate proposals to agencies other than DOE must be obtained from the agency involved.
   * 1. Requirements whether or not DOE is the CFA
   1. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable sections of FAR Part 30, “Cost Accounting Standards,” FAR Part 31 and DEAR 931, “Contract Cost Principles and Procedures,” in effect as of the date of this contract.
   2. Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the CFA subject to acknowledgment by the DOE Indirect Rate Contracting Officer (IRCO). These billing rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled, either by mutual agreement or unilateral determination by the CFA subject to acknowledgment by the DOE IRCO.
   3. The Contractor shall continue to use the latest DOE or CFA approved billing rate(s) which have been acknowledged by the DOE IRCO until those rates are superseded by establishment of final rates or more current billing rates. In those cases where current billing rates have not been established, the latest approved final rates shall be used for invoicing, unless it is determined by the DOE IRCO that use of said rates would not provide for an equitable recovery of indirect costs. In those instances the DOE IRCO will take whatever steps are necessary to establish rates that DOE considers to be reasonable for billing purposes.
   4. All Indirect Rate agreements and correspondence shall be submitted to:

U.S. Department of Energy

National Energy Technology Laboratory

626 Cochrans Mill Road

P.O. Box 10940

Contracting Officer for Indirect Rate Cost Management

Building 921-107

Pittsburgh, PA 15236-0940

* + 1. 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.)

* 1. In accordance with the “Allowable Cost and Payment” clause (DEAR 952.216-7) the Contractor, as soon as possible but not later than six months after the close of its fiscal year, shall submit to the DOE IRCO, identified in paragraph (b)(4) of this clause, a proposal for final indirect rates based on the Contractor’s actual costs for the period, together with all supporting data. The Contractor’s failure to provide the required rate proposals in a timely manner may impact payment of vouchers and could ultimately result in suspension of payments for the indirect expense portion of the vouchers.
  2. The settlement of the final indirect rates and indirect costs shall be accomplished prior to the Contracting Officer’s approval of the final payment.
  3. 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).
  4. 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.
  5. 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.
     1. Requirements when DOE is not the CFA
  6. 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.
  7. The Contractor shall provide copies of all rates established by that CFA and any correspondence related to indirect rates to the DOE IRCO. It is imperative that the DOE IRCO be provided signed copies of all rate agreements established by the CFA since these agreements must be in the possession of, reviewed, and acknowledged by the DOE IRCO before any rates contained therein can be used by the Contractor for cost reimbursement under this contract.

## **H.17 INSURANCE – MINIMUM REQUIREMENTS**

In accordance with FAR 52.228-7 (Section I), the Contractor shall provide insurance in the minimum amounts as set forth below. The required amount of insurance to be carried by the Contractor under this section may be changed upon the Government's written notice to the Contractor.

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

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

(b) General Liability.

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

(c) Automobile Liability.

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

## **H.18 SUBCONTRACTOR FACILITIES CAPITAL COST OF MONEY**

1. 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.
2. 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.
3. The Contractor agrees to insert the substance of this clause, including this paragraph (C) altered as necessary for proper identification of the parties, in any subcontract placed hereunder which is a fee bearing cost reimbursement or negotiated fixed price type.

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

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

## **H.20 GOVERNMENT PROVIDED SERVICES**

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

1. Utilities: The Government shall provide electricity, water, lights, sewage, and heating or cooling.
2. Mail Distribution: The Government shall provide mail pick-up and delivery of official mail (unless stated otherwise in the task order or the service is required to be provided by the Contractor under a task order issued under this contract).
3. Postage: Government-provided postage is restricted to official correspondence.
4. Telephone: Telephones shall be provided for contractor-personnel to make official local and long distance calls.
5. Custodial Service: The Government shall provide custodial services to include emptying of trash cans and vacuuming and shampooing of carpeted areas in Government-furnished facilities (unless stated otherwise in the task order or the service is required to be provided by the contractor under a task order issued under this contract).
6. Refuse Collection: The Government shall provide refuse collection at Government-furnished facilities (unless stated otherwise in the task order or the service is required to be provided by the contractor under a task order issued under this contract).
7. 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.
8. Printing and Reproduction: Office copiers shall be provided according to Government policies for their use. The Contractor shall use NETL’s Graphics and Printing facilities for the productions of documentation required in support of this PWS and in performance of individual task order(s).
9. Equipment Maintenance: The Government shall maintain equipment (unless stated otherwise in the task order or the service is required to be provided by the Contractor under a task order issued under this contract).
10. 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.
11. Transportation: NETL has a pool of GSA vehicles, to which the Contractor will have reasonable access for Official Government business in performance of services required by task orders issued under this Contract.
12. 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.
13. Software applications: The Government will provide on-site support contractors access to key computer based applications (e.g., AutoCad, FIMS, CHAMPS, PAMS, CAIS, etc.).

## **H.21 SECURITY AND PERSONNEL REQUIREMENTS**

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.

1. 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.
2. DATA SECURITY

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

Information processed and stored by these Information Resource systems shall include some information that must be safeguarded from disclosure and alteration. That information is subject to protection by various laws, regulations and agreements. The Contractor agrees, in the performance of this contract, to keep sensitive information in the strictest of confidence and to protect it from unauthorized modification or destruction. The Contractor also agrees not to publish, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, and not to authorize or permit others to do so. The Contractor shall take such reasonable measures as are necessary to restrict access to this information, while in his possession, to those employees needing such information to perform the work provided herein (e.g., on a “need to know” basis). The Contractor shall immediately verbally notify, and notify in writing before the close of business of the next day, the Government COR or the CO or his authorized representative, in the event that the Contractor has or has reason to suspect a breach of data security occurred.

## **H.22 ACCESS TO DOE–OWNED OR LEASED FACILITIES**

* + 1. 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.
     1. The Contractor shall assure:
  8. 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.
  9. 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.
     1. 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.
     2. 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.
     3. The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE –owned or leased facilities.

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

## **H.23 ENVIRONMENTAL, SAFETY, AND HEALTH MANAGEMENT SYSTEM POLICY AND ENVIRONMENTAL ASPECT AND OBJECTIVE/TARGET CONSIDERATIONS**

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

## **H.24 ENVIRONMENTAL, SAFETY, AND HEALTH ON-SITE SERVICE CONTRACTS**

* + 1. 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.
    2. The Contractor shall comply with the requirements of NETL’s environment, safety, and health (ES&H) programs as implemented through NETL directives (orders, operating plans and procedures). These programs are based on conforming to the requirements listed on NETL’s focused standards list (reference Part II, Section H, clause entitled Focused Standards List), which is a compendium of applicable Federal, State, and local regulations; consensus standards; and DOE directives. In particular, the Contractor shall comply with the procedural, recordkeeping, and reporting requirements of these ES&H programs and their supporting directives. Where conflict exists among the standards’ requirements, the most protective shall be adopted, unless relief is provided by the contracting officer.
    3. 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.

* + 1. 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.
    2. 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.
    3. 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.
    4. 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.
    5. The DOE or its authorized representative shall have the right to inspect any work areas or facilities occupied by the contractor.
    6. The Contractor keep records such as raw data, interpreted results, reports, correspondence, and other materials proving regulatory and standard compliance, according to DOE records management schedules.
    7. 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.
    8. 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.
    9. 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.
    10. NETL depends on volunteers to staff its emergency response organization (ERO), including the HAZMAT/rescue team. The Contractor shall allow participation of his/her employees in NETL’s site-wide emergency response program. Participants shall be allowed the time necessary to fulfill ERO training obligations. The Contractor whose employees participate in emergency response functions shall be responsible for providing any additional liability insurance or supplemental insurance deemed appropriate by the Contractor for the ERO positions that their employees occupy.

## **H.25 QUALITY ASSURANCE – SITE SUPPORT**

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

## **H.26 SAFETY & HEALTH AND ENVIRONMENTAL PROTECTION**

1. 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.
2. The Contractor agrees to include paragraph (A) of this clause in first-tier subcontracts and agrees to enforce the terms of this clause.

## **H.27 INDEMNITY -- ENVIRONMENTAL, HEALTH AND SAFETY VIOLATIONS**

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

## **H.28 COMPLIANCE WITH 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:

* 1. 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
  2. It has IPv6 technical support for development and implementation and fielded product management available.

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

## **H.29 AUTOMATIC DATA PROCESSING EQUIPMENT (ADPE) USAGE**

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

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

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

## **H.31 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.

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## **H.32 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

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

D. ON-CALL SUPPORT

The Contractor shall provide on-call support on a 24-hour a day, 7 days a week basis for resolving or providing other emergency support. The Government shall provide the Contractor with the necessary communications equipment as deemed appropriate by the COR. The Contractor shall respond to any off-hour inquiry/problem from the automated alert system within sixty (60) minutes of call and have staff on-site (if necessary) within three hours of initial contact. In addition to CHRIS programmed alerts, 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 an automated alert or the COR to maintain operations and quality services, meet deadlines, and handle emergencies. The Contractor shall notify the COR or designated representative of afterhours work.

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

The Contractor shall adhere to all applicable NETL ES&H Focused Standards as indicated in the Focused Standards

list which is currently posted on the SSC electronic reading room located at http://netl.doe.gov/business/site-support.

This list may be modified from time to time during the contract. After contract award, the list will be available at

the following NETL Intranet site: <http://intranet/ESH_ISO/standard/focused.pdf>. This Focused Standards List has

been primarily derived from selected Standard References contained in NETL issued directives. It should not be

construed that all of the standards on the list would be applicable to operations required under this contract.

## **H.34 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) – PRIOR APPROVALS**

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

## **H.35 HAZARDOUS WASTES MANIFESTS AND LABELS**

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

## **H.36 LOBBYING RESTRICTION**

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

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

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

## **H.37 REQUIRED CONTRACTOR CERTIFICATION**

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

## **H.38 52.234-4 EARNED VALUE MANAGEMENT SYSTEM. (NOV 2016) (PERTAINS ONLY TO THE PROCUREMENT OF CAPITAL ASSETS)**

(a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in Electronic Industries Alliance Standard 748 (EIA-748) (current version at the time of award) to manage this contract. If the Contractor’s current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor’s EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in EIA-748 (current version at time of award), the Contractor shall—

(1) Apply the current system to the contract; and

(2) Take necessary actions to meet the milestones in the Contractor’s EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR at—

(1) Exercise of significant options; or

(2) Incorporation of major modifications.

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

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

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

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## **H.39 CONTRACTOR COMMUNICATION RELEASES**

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

## **SECTION I – CONTRACT CLAUSES**

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

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

(a) Definitions. As used in this clause-

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

(1) Planning acquisitions.

(2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.

(3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.

(4) Evaluating contract proposals.

(5) Awarding Government contracts.

(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

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

(1) An employee of the contractor; or

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

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

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

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

(1) Among the sources of personal conflicts of interest are-

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

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

(iii) Gifts, including travel.

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

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

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

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

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

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

(vi) Real estate investments;

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

(viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall-

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

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

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

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

(C) Gifts, including travel; and

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

(2) For each covered employee-

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

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

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

(3) Inform covered employees of their obligation-

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

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

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

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

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

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

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

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

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

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

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

(ii) A waiver of the requirement.

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

(3) The Contractor shall-

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

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

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

(1) That exceed $150,000; and

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

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

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

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

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

(a) *Definition.*

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

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

(c) The Contractor shall report the following information:

(1) Contract number and, as applicable, order number.

(2) The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract.

(3) The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

(4) Data reported by subcontractors under paragraph (f) of this clause.

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

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

(f)

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

(i) Subcontract number (including subcontractor name and unique entity identifier); and

(ii) The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.

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

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

(a) Definitions. As used in this clause-

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

## **I.5 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS. (AUG 2011)**

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

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

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

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

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

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

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

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

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

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

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

(ii) An offset shall not be allowed if -

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

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

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

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

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

## **I.6 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS. (OCT 2010)**

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

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

(2) Be limited to such modifications.

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

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

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

## **I.7 52.215-17 WAVIER OF FACILITIES CAPITAL COST OF MONEY. (OCT 1997)**

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

## **I.8 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)**

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

## **I.9 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS – OVERTIME COMPENSATION. (MAY 2014)**

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

(b) *Violation; liability for unpaid wages; liquidated damages*. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of $10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).

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

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

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

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

## **I.10 52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS. (MAY 2014)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: *displaced@dol.gov*.

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

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

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

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

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

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

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

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

## **I.11 52.222-41 SERVICE CONTRACT LABOR STANDARDS. (MAY 2014)**

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

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

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

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

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

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

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

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

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

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e*., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

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

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

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

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

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

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

(f) *Successor contracts*. If this contract succeeds a contract subject to the Service Contract Labor Standards statute under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

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

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

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

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

(A) Name and address and social security number;

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

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

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

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

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

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

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

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

(j) *Pay periods*. The Contractor shall unconditionally pay to each employee subject to the Service Contract Labor Standards statute all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this statute may not be of any duration longer than semi-monthly.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **I.12 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDEARL HIRES. (MAY 2014)**

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

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

|  |  |
| --- | --- |
| **Employee Class** | **Monetary Wage - Fringe Benefits** |
| Computer Programmer | GS-11 |
| Computer Systems Analyst | GS-11 |
| Manager/Team Lead | GS-12 |

## **I.13 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS). (MAY 2014) (FIXED PRICE CLINs ONLY)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

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

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of $4.00 per hour. The Contractor chose to pay $4.10. The new wage determination increases the minimum rate to $4.50 per hour. Even if the Contractor voluntarily increases the rate to $4.75 per hour, the allowable price adjustment is $.40 per hour;

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

(3) An amendment to the Fair Labor Standards Act of l938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

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

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

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

## **I.14 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658. (DEC 2015)**

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

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

"Worker"-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(2) This clause does not apply to-

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

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

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

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

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

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

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

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

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

(iii) The rate or rates of wages paid;

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

(v) Any deductions made; and

(vi) Total wages paid.

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

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

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

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

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

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

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

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

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

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

## **I.15 52.222-60 PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673) (OCT 2016)**

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

(1) The Fair Labor Standards Act.

(2) [40 U.S.C. chapter 31](http://uscode.house.gov/), subchapter IV, Wage Rate Requirements (Construction) (formerly known as the Davis Bacon Act).

(3) [41 U.S.C. chapter 67](http://uscode.house.gov/), Service Contract Labor Standards (formerly known as the Service Contract Act of 1965).

(b) Content of wage statement.

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

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

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

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

(iv) The gross pay; and

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

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

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

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

(d) Independent contractor.

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

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

(e) Notices.

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

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

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

## **I.16 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)**

(a) Definitions. As used in this clause (in accordance with 29 CFR 13.2)–

“Child”, “domestic partner”, and “domestic violence” have the meaning given in 29 CFR 13.2.

“Employee”–

(1)

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

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

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

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

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

(2)

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

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

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

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

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

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

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

(b) Executive Order 13706.

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

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

(c) Paid sick leave. The Contractor shall–

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

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

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

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

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

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

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

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

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

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

(3) Liquidated damages.

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

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

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

(3) A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as

provided in 29 CFR 13.52.

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

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

(i) Recordkeeping

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

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

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

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

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

(v) Any deductions made.

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

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

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

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

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

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

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

(xiii) The relevant contract.

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

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

(2)

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

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

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

(4)

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

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

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

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

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

(j) Interference/discrimination.

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

(i) Miscalculating the amount of paid sick leave an employee has accrued;

(ii) Denying or unreasonably delaying a response to a proper request to use paid sick leave;

(iii) Discouraging an employee from using paid sick leave;

(iv) Reducing an employee’s accrued paid sick leave by more than the amount of such leave used;

(v) Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave;

(vi) Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave; or

(vii) Making the use of paid sick leave contingent on the employee’s finding a replacement worker or the fulfillment of the Contractor’s operational needs.

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

(i) Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under E.O. 13706 and 29 CFR part 13.

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

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

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

## **I.17 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. (SEP 2013)**

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

(1) The product cannot be acquired-

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

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

(i) Spacecraft system and launch support equipment.

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

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

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

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

(2) Submit this report no later than-

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

(ii) At the end of contract performance.

## **I.18 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY 2011)**

(a) Definitions. As used in this clause-

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

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

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

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

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

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

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

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

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

## **I.19 52.223-10 WASTE REDUCTION PROGRAM. (MAY 2011)**

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

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

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

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

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

## **I.20 52.223-15 ENERGY EFFICIENCTY IN ENERGY-CONSUMING PRODUCTS. (DEC 2007)**

(a) Definition. As used in this clause-

"Energy-efficient product"-

(1) Means a product that-

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

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

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

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

(1) Delivered;

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

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

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

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

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

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

(d) Information about these products is available for-

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

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

## **I.21 52.223-16 ACQUISTION OF EPEAT(R)-REGISTERED PERSONAL COMPUTER PRODUCTS. (OCT 2015)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **I.22 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)**

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

(1) Competitively within a timeframe providing for compliance with the contract performance schedule;

(2) Meeting contract performance requirements; or

(3) At a reasonable price.

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

## **I.23 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS. (MAY 2011)**

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

## **I.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.

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

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

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

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

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

## **I.26 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL). (JUN 1987)**

Except for data contained on pages [TBD], 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 [TBD], upon which this contract is based.

## **I.27 52.228-7 INSURANCE – LIABILITY TO THIRD PERSONS. (MAR 1996) (COST REIMBURSEMENT CLINs ONLY)**

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

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

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

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

(c) The Contractor shall be reimbursed -

(1) For that portion -

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

(ii) Required or approved under this clause; and

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

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

(ii) Death or bodily injury.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **I.28 52.229-4 FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS). (FEB 2013) (FIXED PRICE)**

(a) As used in this clause-

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

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

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

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

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

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

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

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

(i) Included in the contract price; nor

(ii) Reimbursed.

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

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

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

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

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

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

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

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

## **I.29 52.232-22 LIMITATION OF FUNDS. (APR 1984) (COST REIMBURSEMENT CLINs ONLY)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **I.30 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION. (APR 1984)**

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

## **I.31 52.237-3 CONTINUITY OF SERVICES. (JAN 1991)**

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

(1) Furnish phase-in training; and

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

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

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

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

## **I.32 52.239-1 PRIVACY OR SECURITY SAFEGUARDS. (AUG 1996)**

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

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

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

## **I.33 52.246-20 WARRANTY OF SERVICES. (MAY 2001) (FIXED PRICE CLINs ONLY)**

(a) *Definition.*

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

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

(1) That the Contractor shall correct or reperform any defective or nonconforming services; or

(2) That the Government does not require correction or reperformance.

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

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

## **I.34 952.202-1 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 issue d, unless an exception in (a) applies.

## **I.35 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES. (DEC 2000)**

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

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

## **I.36 952.204-75 PUBLIC AFFAIRS. (DEC 2000)**

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

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

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

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

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

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

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

## **I.37 952.204-77 COMPUTER SECURITY. (AUG 2006)**

(a) Definitions.

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

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

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

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

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

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

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

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

## **I.38 952.208-70 PRINTING. (APR 1984)**

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

(1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.

(2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the Contractor shall notify the Contracting Officer in writing and obtain the Contracting Officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.

(3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.

(4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

## **I.39 952.209-72 ORGANIZATIONAL CONFLICE OF INTEREST. (AUG 2009)**

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

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

(1) Use of Contractor's Work Product.

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

(ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

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

(2) Access to and use of information.

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

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

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

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

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

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

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

(c) Disclosure after award.

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

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

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

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

## **I.40 952.247-70 FOREIGN TRAVEL (JUN 2010)**

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

## **I.41 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS. (AUG 2009) (COST REIMBURSEMENT)**

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

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

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

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

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

(f) Obtaining travel discounts.

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

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

OFFICIAL AGENCY LETTERHEAD

TO: Participating Vendor

SUBJECT: OFFICIAL TRAVEL OF GOVERNMENT CONTRACTOR

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

SIGNATURE, Title and telephone number of Contracting Officer

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

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

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

ATTACHMENT DESCRIPTION

A-1 NETL Introduction

A-2 Performance Work Statement

B Reporting Requirements

B-1 Cost Management/Invoice Detail/Summary Staffing Report/Open Commitment Detail Forms

B-2 Contract Organization Chart

B-3 Subcontract Status Report

B-4 Contractor Business Travel

C Position Qualifications

D Wage Determinations/Collective Bargaining Agreements

E Performance Guarantee Agreement

F Cost Exhibits

G Past Performance Information Questionnaire Cover Letter

H Past Performance Questionnaire

I Past Performance Information Forms

## **J.2 ATTACHMENT A-1 – NETL INTRODUCTION**

**INTRODUCTION TO THE**

**NATIONAL ENERGY TECHNOLOGY LABORATORY**

**Overview**

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

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

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

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

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

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

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

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

**Organization**

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

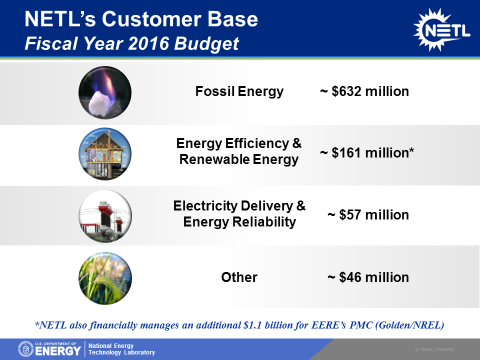
1. The **Office of the Director** maintains full control and authority, including delegated authority, over the complete NETL complex, including delivery and execution of NETL’s mission to discover, integrate, and mature technology solutions to enhance the Nation’s energy foundation and protect the environment for future generations.
2. The **Science and Technology Strategic Plans and Programs** unit develops strategic direction for NETL programs by identifying future competency requirements, ways to best utilize existing capabilities, and investments required for new capabilities to sustain and grow the laboratory. Strategic planning is centered on NETL’s three enduring mission elements: effective resource development, efficient energy conversion, and environmental sustainability.
3. The **Research and Innovation Center** nurtures and exercises core technical competencies which combine world-class expertise with mission-relevant laboratory facilities and enable NETL to be an international resource for fossil energy technology discovery, development, and deployment:

* Computational Engineering
* Energy Conversion Engineering
* Geological and Environmental Systems
* Materials and Manufacturing Engineering
* Systems Analysis and Engineering

1. The **Technology Development and Integration Center** implements DOE programs to reach key technology goals through integrated technical and business teams that define, solicit, negotiate, award, manage, and deliver federally sponsored research and development benefit to the nation. The center’s work, performed in conjunction with industry, universities, and national laboratories, is focused in three organization element areas: oil and gas, coal, and energy technology development.
2. The **Laboratory Operations Center** manages a comprehensive, fully integrated suite of laboratory support services consistent with the NETL mission. The center develops, implements, integrates, monitors, and continuously improves the products and services that support NETL business and laboratory operations. The center’s responsibilities include facility operations, information technology and strategic support for internal audits, environmental safety and health, security and counterintelligence, records management and cyber security, and human resources.
3. The **Finance and Acquisition Center** directs and coordinates NETL’s Chief Financial Office, procurement and financial assistance awards, and grant functions, ensuring effective oversight and stewardship of all matters related to the laboratory’s financial resources, procurement, and financial assistance activities. The Finance and Acquisition Center provides expert oversight, regulatory compliance knowledge, and operational experience to: 1) ensure the financial integrity of the Laboratory’s books and records; 2) manage and monitor the funds control process; 3) provide business and financial expertise procurement and business management; 4) implement and coordinate Federal acquisition and assistance policies and procedures; 5) perform internal audits and compliance reviews; and 6) provide strategic analysis, best practices and improved synchronization functions.

**Budget**

NETL’s fiscal year 2016 is shown below:



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

**Performance Work Statement (PWS)**

**Corporate Human Resource Information System (CHRIS) Operation and Maintenance Support Services**

1. **CONTRACT STRUCTURE**

The Department of Energy (DOE) requires Corporate Human Resource Information System Operations and Maintenance support to fulfill its mission. These services are to provide access to a cadre of requisite experience, skills, and personnel to maintain the corporate human resource information. Although the primary function of this contract will be to provide maintenance and operation support for the Corporate Human Resource Information System (CHRIS), the Contractor shall also provide access to specialized IT support on an as needed basis through an indefinite-delivery-indefinite-quantity (IDIQ) activity. The specialized IT support may consist of work focused on one or multiple IT technology areas. Examples of potential specialized IT support include the development of feasibility studies; systems analysis; system design; enterprise architecture; software development; project management; preparation of technical specifications; experienced assistance with implementation of specific PeopleSoft toolsets, upgrades, or new PeopleSoft modules; and solutions engineering and design.

1. **BACKGROUND**

The mission of the Department of Energy (DOE) is to ensure America’s security and prosperity by addressing its energy, environmental, and nuclear challenges, through transformative science and technology solutions. The DOE promotes scientific and technological innovation in all the energy sectors and is charged with the environmental cleanup of the national nuclear weapons complex.

The DOE is a large, complex organization, comprised of 10 major program offices, the National Nuclear Security Administration (NNSA), the Energy Information Administration (EIA), 21 staff offices, 11 major field offices, 21 National Laboratories, and 4 Power Marketing Administrations. The FY17 budget provides a total of $32.5 billion, $30.2 billion in discretionary funding and $2.3 billion in new mandatory funding in FY 2017 to support the Department of Energy in the areas of nuclear security, clean energy, environmental cleanup, climate change response, science and innovation.

There are approximately 14,500 federal employees staffed throughout the DOE. CHRIS is responsible for full human resources processing of 10,700 DOE employees. The remaining 3,700 employees work for the Bonneville Power Administration (BPA), and are supported by the BPA Human Resources Management Information System (HRMIS) application, which is owned and maintained by BPA. This contract does not include any support for HRMIS.

The CHRIS is an up-to-date, automated system for real-time processing of federal personnel actions in compliance with legally-mandated requirements. It maintains a single, online source of human resources data that can be used by all DOE organizations for query and reporting purposes; builds a foundation for implementing future functionality and business process improvements in the human capital arena; and allows submission of personnel transactions data to the DOE Payroll System (DCPS–Defense Civilian Payroll System) through a bi-directional interface process.

The CHRIS application is a DOE-modified Commercial Off-The-Shelf (COTS) product, Oracle/PeopleSoft HCM with PeopleTools, running in an Oracle database environment. There are two layers of technical support for the CHRIS system: the CHRIS technical team provided under this contract at NETL, and the DOE Data Center and Shared Services (DC&SS) teams. The primary CHRIS system is physically housed at a DOE Headquarters (HQ) facility and utilizes the housing/hosting services at that facility. The CHRIS Disaster Recovery Site (DRS) is located at a DOE Disaster Recovery facility and utilizes the housing/hosting services at that facility. The DC&SS personnel manage the lower-level physical hardware and infrastructure, databases, operating systems, and server layers. The CHRIS application and infrastructure fall under the HQ Assessment and Accreditation (A&A). The CHRIS A&A process involves policies and procedures from DOE HQ/CF and is managed at the DOE HQ level.

CHRIS provides mandated reports to the Office of Personnel Management (OPM) and the Office of Management and Budget (OMB), and interfaces with DOE’s Online Learning Center (OLC) and other DOE iManage applications/data stores. Personnel data from CHRIS is used for budget and resource planning and reporting.

The CHRIS Human Capital Management (HCM) module interfaces with the recently implemented Customer Relationship Management (CRM) module which provides HR Helpdesk capabilities to DOE’s Human Resources Shared Service Centers (SSCs). DOE sites across the country, including the NETL sites, have access to CHRIS via DOENet (DOE’s private network).

The CHRIS Operations and Maintenance efforts provided under this contract fall into two primary categories – Development and Technical/Administrative. The Development work utilizes PeopleSoft application developers to support standard activities throughout the Software Development Lifecycle (SDLC). This effort focuses primarily on maintenance of the PeopleSoft-delivered code, including software modifications necessary to support the DOE mission, development and maintenance of interface and mass processing tools, customer support requested by the functional leads, and implementation of new modules when directed by DOE and approved by the CHRIS Change Control Board (CCB). Typically, approved modifications are delivered via packaged releases with 3-4 releases during the year, although critical modifications are frequently implemented between the planned releases. Early work under this contract will involve PeopleTools and PeopleSoft upgrades. No modification, enhancement, or new module is developed or released without approval through the CHRIS CCB.

The Technical/Administrative effort encompasses overarching administrative activities; cyber security compliance support, including application security administration; and application environment operations and maintenance, including DBA support, migrating modifications, upgrades and patches, and acting as liaisons with the DC&SS personnel on the unique requirements and needs of the PeopleSoft system and toolsets.

Within each of these areas exists components of both Operations and Maintenance (O&M) and new development activities. Currently, the Team Lead provides both programing and technical assistance as needed in addition to administrative responsibilities.

1. **PURPOSE**

The purpose of this contract is to obtain quality professional IT Operation and Maintenance services for the CHRIS at the Department of Energy (DOE). DOE requires CHRIS to serve as the record for both human resources and training information. The intent is not only to obtain consistent, high quality IT support services, but to also acquire a business partner focused on DOE success. In that regard, attention is provided by the contractor in the areas of customer service and continuous improvement.

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

1. **OVERSIGHT AND MANAGEMENT**

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

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

The Contractor may be required to have access to highly specialized business, management, and technical IT expertise that, due to the specificity of the subject tool, technology, or business practice, may require skills, knowledge, or specific technical expertise that the Contractor may not have within its available resources. In these instances, the Contractor may acquire temporary short-term resources through other means if approved by the Contracting Officer (CO). This contract requires that the Contractor have quick and expedient access to these types of specialized technical and business management consulting capabilities, to include access to experienced PeopleSoft 9.2 technical resources.

1. **Place of Performance**

Even though the CHRIS effort supports the entire DOE, the actual work associated with the CHRIS function, for the purposes of this contract, is performed for DOE at the National Energy Technology Laboratory (NETL) site located in Morgantown, WV. All NETL activities support the DOE mission to promote the national, economic, and energy security of the United States. NETL is the only national laboratory owned and operated by DOE. It is comprised of three sites located in Pittsburgh, Pennsylvania, Morgantown, West Virginia, and Albany, Oregon. As part of the business processes, there may be occasional travel to the NETL site in Pittsburgh, PA, or to the DOE HQ sites in Germantown, MD or Washington, DC.

1. **ACTIVITIES**
   1. **Administrative** 
      1. **Activity Type**

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

* + 1. **Information Technology Hosting/Housing Environment Support Objectives**

The infrastructure for CHRIS is the responsibility of the DOE DC&SS team which is responsible for maintaining the network, server environment and operating systems. The application support staff will be responsible for maintaining the application environment and the upgrade and patching of application-associated software, including WebLogic, Java, Oracle 12c Client, and Tuxedo. The patching effort will be primarily driven by the results of security scans run by the DC&SS team with prioritization from the DAA.

* + 1. **Scope/Requirements**

The Contractor shall provide the following support for the CHRIS application within the HQ Hosting/Housing Environment:

1. Operate and maintain the application user accounts and access controls.
2. Provide consultation for unique requirements and needs of the CHRIS server systems.
3. Maintain the patches, updates and version control for the PeopleSoft application and associated software, including PeopleTools , WebLogic, Java, Oracle 12c Client, Oracle VM VirtualBox, PeopleSoft Update Manager (PUM), and Tuxedo.
4. Work cooperatively with the Data Center and Shared Services team (DC&SS) to develop, maintain, and test each calendar year a Disaster Recovery Plan (DRP) for the CHRIS computer facilities and systems. The Contractor will request documented approval from the designated DC&SS contact that the test was satisfactorily completed.
5. Conduct a comprehensive preventive maintenance (PM) program for CHRIS application environment. These PM activities shall be developed and implemented in a manner consistent with industry standards and CIO-mandated maintenance and security procedures. These elements and schedules, and the methods utilized in performing PM activities, must minimize any negative effect on the user community.
6. Provide CHRIS resource utilization and capacity planning support for the CHRIS application space within the Oracle hosting environment.
7. Coordinate with the Headquarters DC&SS team to perform setup, backup, refreshes, upgrades/patches/fixes, security and administration of multiple copies of the database, including but not limited to Demo, Development, Test, SIT, UAT, Training, Production and Functional environments.
8. Provide consulting support for the CHRIS technical team workstation configuration.
   * 1. **Overarching/Administrative Objectives**

The Overarching scope shall support the administrative tasks directly related to this contract. This effort ranges from software license management to administration of the IT Change Control process. The contractor shall also provide support for quality control, meeting logistics, reporting, software licenses and maintenance agreement purchases, equipment purchases, and audits.

* + 1. **Scope/Requirements**

The Contractor shall provide the following support:

1. Overarching, IT project management capability for all CHRIS projects and special tasks issued under the contract. Projects and special tasks must be managed in concert with ongoing maintenance and operational efforts in a manner that results in achieving the defined technical, cost, and schedule objectives. Provide accurate and timely project status reports. Manage the sum of all active and planned projects as a portfolio. Determine and communicate the impact of a change on one project to all other active or planned projects. Manage multiple projects simultaneously with a defined resource pool. Coordinate with third-party organizations and, if designated the lead, oversee the work performed. Manage critical paths, coordinate key integration points, and develop contingencies to deal with the risk and uncertainty inherent in IT projects.
2. Develop and implement a Quality Control Plan (QCP) to ensure all CHRIS deliverables provided and services performed under the contract are accurate, complete and free of errors. The QCP 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 QCP 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 products contain errors which may include but are not limited to operational errors, programming errors, errors of fact, and typographical or grammatical errors in formal information papers as in item C below.
3. Ad hoc CHRIS reporting support to include, but not be limited to, the gathering and compilation of information for Office of Management and Budget submissions and other Departmental or Government-wide calls for information.
4. Gather and assemble information for report submissions for the CHRIS team meetings and Change Control Board.
5. Maintain a detailed inventory of CHRIS purchased hardware, e.g., workstations, printers, cell phones, etc.
6. Maintain a detailed inventory of CHRIS purchased software & licenses.
7. Purchasing support to include, but not be limited to, development of specifications to meet defined requirements, preparation of IT procurement requests. The Contractor shall review 3rd party IT vendor invoices and provide recommendations to resolve billing disputes.
8. Coordinate the assignment of and excessing of CHRIS equipment. Maintain electronic records of equipment repairs, failures, status, history, and other relevant information.
9. Software license management support for software specific to the CHRIS project to include, but not be limited to, tracking license distribution, ensuring adequate license coverage by informing the appropriate COR when the number of licenses should be adjusted, interpreting license agreements, and retiring and disposing of excess license materials (in conjunction with the Government property management function).
10. Facilitate CHRIS change control processes and Change Control Board (CCB) meetings. This includes, but is not limited to, consulting with others to determine the impacts of a proposed change, preparing and submitting change requests, implementing approved change requests in accordance with the guidance provided by the CCB, developing and maintaining supporting documentation, adhering to the change control processes in effect, reviewing the processes in effect and recommending improvements.
11. Design, development, implementation, and maintenance of CHRIS information technology policies, procedures, and guidelines.
12. Audit the CHRIS application and interfaces for compliance with policies, standards, plans and baseline configurations.
13. Prepare and maintain CHRIS operational drawings and diagrams that facilitate the documentation and understanding of CHRIS processes and/or systems.
14. Perform CHRIS work in a systematic process-oriented fashion using standard operating procedures (SOPs). The SOPs shall be kept current and align with directives, and prevailing knowledge. With approval, the SOPs may be updated to incorporate the Contractor's corporate experience and standards with existing CHRIS processes. The operating procedures shall be documented, configuration controlled, and all Contractor staff shall be trained to adhere to them.
15. Logistics support for CHRIS team meetings, CHRIS budget meetings, CHRIS biannual planning meetings, User Acceptance Testing (UAT), and strategic and operational planning meetings. Logistics support includes, but is not limited to, meeting scheduling; meeting coordination; action item tracking; meeting content documentation; and the creation, collection, and distribution of meeting related materials.
16. CHRIS user communication support to include, but not be limited to, coordinating the development of technical content when appropriate for CHRIS news and intranet postings, and assisting as necessary with technical input and review of user help aids, user manuals, and test scripts.
17. Participate in and facilitate the development of strategic and operational plans direction of CHRIS IT activities.
18. Recommend and implement approved methods to measure performance and results, including customer satisfaction.
    * 1. **Cyber Security Compliance Objectives**

Cyber security is a management priority. The CHRIS application and infrastructure fall under the DOE headquarters’ (HQ) Assessment and Accreditation (A&A). The CHRIS A&A process shall involve policies and procedures from DOE Office of the Chief Financial Officer (CF), who has the primary responsibility for ensuring security of the CHRIS system.

The Contractor shall continuously monitor the CHRIS server configurations, personnel assignments, and the external interfaces to identify conditions that impact the CHRIS A&A, and will identify and document changes for the annual A&A update or recertification. Input to the CHRIS application A&A package will be submitted to the identified Point of Contact (POC) at HQ for review. Any questions, testing, or required changes will be worked in cooperation with the HQ DC&SS team. The Contractor shall maintain security in administration of the CHRIS application, as well as apply and test PeopleSoft and PeopleTools patches, code development, and delivery of releases and upgrades.

* + 1. **Scope/Requirements**

The contractor shall provide support to develop, document, and implement CHRIS policies and procedures compliant with the requirements defined in the DOE Program Cyber Security Plan (PCSP) and commensurate with the level of security required for the environment and special needs of the CHRIS project.

The contractor shall provide application security administration, including the review of modifications for security compliance and ensuring that any adjustments to application menus and security roles are considered and implemented as part of project delivery.

The contractor shall provide support to maintain the assessment and accreditation of CHRIS within the appropriate DOE boundaries or enclaves in collaboration with the DC&SS.

The contractor shall:

1. Ensure that users are granted access to CHRIS resources based on the least privilege required principle.
2. Identify threats to CHRIS and document threats in the System Security Plan (SSP).
3. Document any special protection requirements identified by the application owner, data owner, or data steward, and ensure that these requirements are included within the protection measures implemented for CHRIS.
4. Ensure that the organization’s Cyber Security Program Manager (CSPM) is notified when changes occur that might affect the accreditation of CHRIS.
5. Ensure that the personnel under this contract are properly trained in information system security.
6. Participate in cyber security audits, reviews and tests to ensure that the cyber security features and controls are functioning and effective.
7. Participate in risk assessments to determine whether additional countermeasures beyond those identified in the SSP are required and whether an identified unique local threat exists.
8. Communicate CHRIS-related NETL employee incident reports to both the NETL Cyber Security Program Manager and the DOE iManage Cyber Security Program Manager.
9. Ensure that appropriate measures have been implemented to prevent CHRIS access by unauthorized personnel.
10. Ensure that the appropriate operational security posture is maintained for CHRIS.
11. Assist in developing, testing and maintaining the contingency plan (including the disaster recovery plan) for CHRIS.
12. Ensure that information access controls and protection measures are implemented for CHRIS as described by its System Security Plan.

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

The contractor shall review application and database vulnerability scans provided by CF and DC&SS cyber security stall and will document residual risk and take appropriate mitigation measures relating to the application and application space. The contractor will serve as liaison with the CF and DC&SS cyber security staff to ensure that CHRIS remains compliant with all cyber security requirements.

The contractor shall work closely and collaborate with all parties to ensure adherence to cyber security policy.

The contractor shall coordinate incident responses with proper internal, external, law enforcement, and contract authorities. NETL users of the CHRIS system report CHRIS related cyber security incidents following NETL procedures.

The contractor shall work in coordination with the DC&SS team at Headquarters to ensure that standard baselines and procedures for secure configuration of the CHRIS system are defined, documented, approved and maintained.

The contractor shall provide input when appropriate to support the accuracy and completeness of DOE/HQ reports. This effort shall include a review and update of the A&A document suite. These documents are maintained at DOE HQ in the iManage Data Warehouse (IDW) iPortal application. Reviews are performed on an annual basis, at a date determined by the CF Cyber Security Team.

* 1. **System Engineering Development**
     1. **Activity Type**

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

* + 1. **Objectives**

The CHRIS System Engineering includes maintenance and/or enhancement of the existing CHRIS application, and potentially implementation of new application modules and interfaces. The CHRIS application is currently at PS 9.1 and is deployed within an infrastructure external to NETL that is operated and managed by the DOE HQ DC&SS team. The CHRIS system engineering support personnel must work closely with internal and external entities to ensure compliance with cyber security “Best Practices” for the identification of critical information, analysis of threats, analysis of vulnerabilities, assessment of risks, and application of countermeasures.

The scope of work included within this contract includes those overarching systems engineering processes, procedures and practices that govern program and project implementation and integration.

The CHRIS system engineering environment shall be built upon accepted standard software engineering principles and shall be consistent with Industry, Federal and DOE development, design, operations and maintenance methodologies. Software engineering activities shall be a consistent, repeatable and secure development environment following a well-documented methodology consistent with the Software Engineering Institute (SEI) Capability Maturity Model Integration (CMMI) level 3 or higher. The contractor shall support the following:

* Program and Project oversight of the software life cycle management process
* Project management process
* Requirements gathering and analysis
* System architecture design and analysis
* System design and development
* System integration and testing
* Monitoring System Performance
* Risk Management and Root Cause analysis
* System quality control and testing
* Information and Data Management
* System deployment, operations and maintenance
* System configuration/change control
* System Cyber Security oversight
* System documentation
* System Retirement
* Regulatory Compliance
* A Software Quality Assurance Program
  + 1. **Scope/Requirements**

The contractor shall provide process improvement initiatives applying CMMI principles, including ongoing root-cause analysis of application modifications.

The contractor shall identify and eliminate “single points of failure” in the CHRIS application, system, staffing and work processes in a cost-efficient manner.

The contractor shall provide and maintain a tracking mechanism that directly relates high-level business requirements to detailed system requirements. This information is to be associated with a specific release/version of the software and recorded as an artifact in the application/system documentation. This tracking mechanism must classify requirements by function and be available as a resource for referencing requirements across all CHRIS software engineering projects.

The CHRIS database resides in the DC&SS Oracle Real Application Clusters (RAC). As such, the CHRIS primary Data Base Administrator (DBA) activities are provided by DC&SS. These activities normally include: database creation; performance tuning; backup and restoration; disaster recovery; and security administration. DC&SS provides limited DBA authorization to the CHRIS support staff. The contractor shall provide CHRIS Oracle database administration, including but not limited to: database modification; disaster recovery testing; and importing and exporting of data with internal and external sources/destinations.

The contractor shall use the current inventory of development tools and environment when introducing new application modules or performing enhancements to the existing CHRIS application system. This could include new toolsets provided under the PeopleSoft licensing as part of an upgrade.

The contractor shall strive to build system components that allow for reuse. The Contractor shall follow CHRIS naming conventions and object documentation standards when developing or modifying data objects. New components should minimize dependence on desktop/workstation configuration and the system hosting/housing environment.

The contractor shall provide ad hoc reporting support to assist application users on an as-needed basis, providing reports not found natively within the application environment. This may consist of creating SQL scripts and exporting data to MS Office products.

The contractor shall code, test, install, and monitor interface scripts and queries to generate reports and exports, and to retrieve data from external systems, including but not limited to: DOEInfo, Defense Finance and Accounting Service (DFAS - payroll service provider), DOE’s Online Learning Center (OLC), U.S. Office of Personnel Management (OPM), Office of Management and Budget (OMB), and Corporate I-MANAGE systems (STARS, IDW, STRIPES). Tools and languages used include, but are not limited to, PeopleTools, Oracle, MS Office, SQRW/SQR Express, SQL-Navigator and PeopleTools Application Engine.

The contractor shall maintain a quality control environment and process to test all new and changed CHRIS application components thoroughly to minimize failures in the production environment. At a minimum, this shall consist of supporting and maintaining coordinated Production, Functional, Training, System Integration Testing (SIT), User Acceptance Testing (UAT), and Development software engineering environments for the CHRIS application and system. Support of this environment is to include but is not limited to: providing support to create, operate and maintain implementation of a formal Software Quality Assurance (SQA) program consistent with Federal and DOE SQA guidance; following industry “Best Practices” and principles regarding SQA; and providing SQA support as an integral part of the software lifecycle methodologies.

The contractor shall ensure adherence to assessment and accreditation requirements for the CHRIS application in accordance with the HQ cyber security program.

The contractor shall ensure that changes to CHRIS systems and components are managed by a formal change control process.

The contractor shall provide application management support to ensure that there is a systematic approach to managing code, project artifacts, documentation, etc. relating to the CHRIS software engineering environment. The application management support system must reside in an application library management system that is accurate, comprehensive and current to ensure proper change management as well as to provide a consistent, repeatable, secure, efficient and effective software engineering environment.

The contractor shall develop and maintain user help guides when identified and approved by the COR. The contractor shall assist with or develop and conduct user training when identified and approved by the COR.

The contractor shall perform maintenance on the CHRIS application system. This includes, but is not limited to, activities such as: changing and modifying systems code; system and program documentation updates; periodic reviews of system operations to ensure maximum effectiveness; and problem resolution of system failures and programming errors.

The contractor shall provide and maintain documentation consistent with CMMI level 3 or higher of the various systems, processes and artifacts created and/or maintained by the Contractor to facilitate the continued operation of these systems by others. Documentation of both objects and projects shall conform to established CHRIS documentation standards.

The contractor shall provide debugging and technical support as required by the Federal Subject Matter Experts (SMEs) to address CHRIS Help Desk trouble tickets.

The contractor shall coordinate/consult with those responsible for the hosting/housing environment on issues relating to, but not limited to: system integration functions utilizing available hardware and software interfaces; investigating potential integration functions and services; and installing and testing connections, interactions and operations between different operating, application, network, email, and database systems supported in the hosting/housing environment.

The contractor shall apply project management principles consistent with CMMI level 3 or higher to development activities that include, but are not limited to: project scope, cost control, schedule, resource leveling, project phase management, risk, milestone tracking and deliverables.

The contractor shall provide subject matter support of the CHRIS functional team when directed by the COR. This support includes but is not limited to: interpretation of OPM and OMB regulatory requirements, analysis of the overall impact on CHRIS of regulatory and business process changes, assistance with the generation and clarification of functional requirements, assistance with the development of test scripts and test scenarios, assistance with functional testing, and development of user guidance.

* 1. **Indefinite-Delivery-Indefinite-Quantity (IDIQ) Support**
     1. **Activity Type**

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

* + 1. **Place of Performance**

The place of performance for this activity will be determined for each project at the time of commencement.

* + 1. **Objectives**

The objective of the Indefinite-Delivery-Indefinite-Quantity (IDIQ) Support activity is to provide support for the implementation of new CHRIS functionality or special projects requiring short term specialized staffing or surge support.

* + 1. **Scope/Requirements**

The Contractor shall analyze the identified functionality required and implement efficient and effective solutions. This may include technical requirements gathering, analysis of competing technical solutions, business case development, transition planning, transition management and execution, implementation planning and preparedness and solution integration.

The Contractor shall provide the resources necessary to build/review the CHRIS roadmap, target architecture, current Departmental and/or Federal technology mandates and develop an implementation and priority plan. The Contractor shall provide the resources to carry out projects approved by the Government from conception to integration.

* + 1. **Performance Expectations/Inspection and Acceptance**

The performance expectations for the IDIQ Support activity will be determined at the time of commencement.

* + 1. **Deliverables/Schedule**

The deliverables/schedule for the IDIQ Support activity will be determined at the time of commencement.

* + 1. **Resource Load Information**

There is no historical data available for this activity.

* 1. **Transition**
     1. **Activity Type**

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

* + 1. **Place of Performance**

The place of performance for this activity the Morgantown NETL site.

* + 1. **Objectives**

Transition services will be comprised of all transition activities to begin performance of CHRISS, consistent with this contract.  Transition activities are defined as any effort that is necessary to transition the work from the incumbent Contractor in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent Contractor; and (3) allows the Contractor to perform the work in an efficient, effective, and safe manner.  The specific transition activities to be included in the Transition Plan are identified in Section L of the solicitation.  The Transition Plan submitted with the proposal will be the starting point for a finalized plan.

In accordance with the solicitation and contract, transition is not fee bearing.  Transition functions align with the FAR 52.237-3 Continuity of Services clauses of the predecessor contracts and should be planned for the orderly and efficient transition of work from the predecessor contracts to the successor.  Work under this activity covers actions required to transfer work from the current Information Technology Operations and Maintenance Support (ITOMS) contract, (the incumbents) to newly awarded CHRISS.  The Contractor is expected to complete the orderly, efficient, and effective transition of work to assume full work requirements within 30 days after award.

* + 1. **Scope/Requirements**

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

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

1. Uninterrupted delivery of activity assignments.

* The Contractor shall conduct knowledge transfer to capture and retain existing knowledge that provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent Contractor.

1. Sustained, high quality execution of assignments.

* The Contractor shall review CHRIS and NETL Standard Operating Procedures to ensure a complete understanding of current processes, workflow, infrastructure, business and technical complexity.
* The Contractor shall review the CHRIS Governance structures, to include the IT Project Management process, the Risk Review Board, and the Change Control Board, to ensure a complete understanding of Governance processes.
* The contractor shall review all in-process CHRIS projects with the incumbent to seamlessly transfer performance responsibility.
* The Contractor shall work with federal staff and other Contractors as required to accomplish requirements, goals, and objectives as efficiently and effectively as possible.  This will likely include sharing information resulting from the work required by this PWS or previous Government efforts with the objective of gaining a clear operational understanding of the body of work to be performed.

1. Government Property responsibilities.

* Accountable and sensitive property currently accountable to the incumbent Contractor for contract performance will be provided to the Contractor for performance of activities under this contract.  During the transition period, a wall-to-wall physical inventory is expected to be completed and an acceptance of the full accountability for the accountable and sensitive property at the end of transition.
* A copy of the Contractor’s property management systems procedures is to be provided for review and concurrence to the Government Property Administrator.
  + 1. **Performance Expectations/Inspection and Acceptance**

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

* The Contractor shall be ready to assume their responsibilities on the date of contract activation.
* The Contractor shall ensure minimal disruption to CHRIS and NETL business operations.
* The Contractor shall clarify responsibilities and expectations of the contract transition team.
* The Contractor shall staff the contract in alignment with the technical proposal.
* The Contractor shall establish and maintain effective communication between federal and contractor teams.
* The Contractor shall provide notification of perceived risks that may adversely affect the transition along with proposed mitigation actions.
* The Contractor shall ensure the transition is conducted consistent with the contractor’s approved transition plan.
* The Contractor shall meet or exceed all milestone dates defined in the transition plan.
* The Contractor shall submit required reports during transition period by due date identified in reporting requirements checklist.
* The Contractor shall complete the transition within 30calendar days of award date.
  + 1. **Deliverables/Schedule**

1. The Contractor shall provide the final version of the Transition Plan and Milestone Schedule (from Section L) within 10 days after award.
2. During transition, the following deliverables should be provided to the Government (contractual due dates are listed in the contract Reporting Requirements or the agreed upon due date during the kick off meeting):
3. **Risk Management Plan**
4. Quality Assurance Management Plan
5. Work Plan Portfolio Transfer Strategy & Plan
6. **Management Plan**
7. Integrated Safety Management Plan (DOE 450.4)
8. **Knowledge and Data Transfer Plan**
9. Organization Chart
10. Property Management System (for review and approval)
11. Insurance Certificate
12. Property Inventory
13. Transition shall be complete within 30 calendar days of award.
    * 1. **Resource Load Information**

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

1. **Performance Expectations/Inspection and Acceptance**

The performance expectations for the CHRIS operations and maintenance support are summarized into performance objectives listed below followed by the performance expectation and the surveillance method. The performance expectation is the standard for which services will be accepted.

| **Performance Objective** | **Performance Expectation** | **Surveillance Method** |
| --- | --- | --- |
| Work processes are successfully and consistently executed by the contractor in accordance with established CHRIS standards. | For each release, work processes are executed at least 96% of the time according to prescribed procedures. | NETL shall implement Quality Assurance Audits, minimally on a biannual basis. |
| Ensure applications and supporting processes are designed to fulfill user and Government requirements and meet IT approved software engineering (SE) design, usability and security standards. The objective is to deliver user-friendly, secure, maintainable, integrated products that meet customer requirements. | For each release, implements at least 95% of approved requirements. | Performance will be measured against the level of adherence to established CHRIS standards for SE design, usability and security, software development and documentation methodologies in effect, operations and maintenance methodologies in effect; Software Quality Assurance methodologies in effect; and the federally approved user requirements. Any exception to the approved standards will be counted against this metric. |
| Configuration management changes are successfully tested and do not introduce errors. Changes introduced into production are fully tested and do not introduce direct or indirect errors. | At least 95% of the approved changes deployed into production did not introduce any direct or indirect errors within the first two weeks of release. | Evaluation of issues reported by the users or SMEs during the two weeks following a deployment. |
| Work processes are successfully executed by the contractor without valid customer complaint. | No more than one substantiated unsolicited negative feedback from business representatives AND a composite score on customer survey of 4.5 or higher. | Results of Customer Surveys, substantiated user complaints reported to the COR, and unsolicited positive feedback from customers.  A customer survey will be distributed to the federal SMEs and the results tallied by the COR twice a year. |
| Work deliverables, products, and processes are successfully executed according to established schedules. | All but two (2) of CHRIS identified and accepted key milestones have been met.  The CHRIS team lead will notify the COR when any Key Milestone is at risk, including documenting contributing factors. | Adherence to schedule will be evaluated based on the timely execution of Key Milestones discussed between the CHRIS team lead and the COR, and approved by the COR. |
| Participate in and maintain the CHRIS Technical Team and PeopleSoft application-specific portions of the CHRIS Program Cyber Security Plan (PCSP), which is the core document of the CHRIS Assessment and Accreditation (A&A). package prepared by HQ/CFO. This includes, but is not limited to, applicable maintenance portions of the document suite and participation in the annual testing of the HQ/AHE Disaster Recovery Plan (DRP). | The CHRIS/PeopleSoft portion of the A&A documentation is reviewed at least quarterly to address personnel and procedural changes, significant software modifications, and Departmental policy changes. Any modified documentation is provided to the identified POC at DOE HQ for inclusion with the required annual CHRIS A&A package update. | DOE shall assess the degree to which the Contractor maintains compliance through review of the A&A documentation updates. |
| Ensure adherence and compliance to the CHRIS PCSP, and the overall confidentiality, integrity and availability of CHRIS data. | Ensure appropriate software patches are applied based on notification of findings from scans run by the DC&SS team and approved and prioritized by the Federal Program Manager at DOE HQ. Patches will be applied and tested in non-Production environments prior to implementation in Production per approved CHRIS procedure. | DOE shall assess the degree to which the Contractor maintains a secure IT environment through review of the monthly scans and official audits of the CHRIS application security administration. |

1. **Resource Load Information**

The following table contains the labor loading for the current performance-based contract supporting CHRIS technical/administrative activities (6.1 Administrative). This includes the application Security Administrator and half of the Program Manager’s time. The staff in these positions are cross-trained and cover the application security administration, cyber compliance, application environment monitoring and support, and the overarching activities.

|  |  |  |
| --- | --- | --- |
| **Site** | **Incumbent Position Title** | **FTEs** |
| Morgantown, WV | Computer Systems Analyst I (E) | 2 |
| Morgantown, WV | Computer Systems Analyst II (E) | 1 |
| Morgantown, WV | Computer Programmer III (E) | 0.5 |

The following table contains the labor loading for the current performance-based contract supporting CHRIS development activities (6.2 System Engineering Development). This includes half of the Program Manager’s time.

|  |  |  |
| --- | --- | --- |
| **Site** | **Incumbent Position Title** | **FTEs** |
| Morgantown, WV | Computer Programmer I (E) | 1 |
| Morgantown, WV | Computer Systems Analyst II | 1 |
| Morgantown, WV | Computer Systems Analyst I (E) | 1 |
| Morgantown, WV | Computer Programmer III (E) | 1.3 |

Note that staff in either CLIN are cross-trained to assist and/or step in to functions from the other CLIN during times of increased work load, staff shortages, or critical efforts.

CLIN 6.3 IDIQ represents an unknown quantity that is provided at a not-to-exceed amount and not anticipated to be a significant portion of effort.

1. **Deliverables/Schedule**
2. Annual Budget plan depicting the planned elements for the upcoming Government Fiscal Year (FY).
3. Annual Travel and Training Plan to be submitted with the fiscal year budget plan.
4. Semi-Annual Software Licensing Report shall be provided to identify all CHRIS project software maintained at NETL, giving the license count, renewal anniversary date, description of license and other key information needed for management and decision making. Due on the 10th day of April and of October.
5. Detailed CHRIS System Requirements Report per version release or upgrade.
6. CHRIS Monthly Status Report, to include Key Milestones, due on the 5th business day of each month for the previous month.
7. CHRIS Monthly Application Uptime Report due on the 5th business day of each month for the previous month.
8. Monthly Patches Report due by COB on the 5th business day of each month, documenting all relevant critical PeopleSoft/PeopleTools patch information from the previous month, including but not limited to:
   1. Patch release date
   2. Date team was notified of the patching requirement and priority.
   3. Date patch applied in non-Production environments
   4. Date patch applied in Production
9. Ad-hoc Service Interruption/Incident Reports (SIR) due within 5 business days of the service interruption/incident.
10. CHRIS Ad hoc reports as required.
11. Contribution to the CHRIS Assessment and Accreditation Authorization Documentation (as required)
12. Contribution to the CHRIS Biweekly Meeting Agenda, including planned release schedule key milestones and status updates when nearing a Key Milestone.

ALL REPORTS WILL BE ENTERED INTO AN ON LINE REPOSITORY SPECIFIED BY THE COR

**Special Considerations:**

Attention is directed to the FAR 52.222-17 Non-Displacement of Qualified Workers clause of the contract related to incumbent workers under the predecessor contract.

The contractor shall provide an annual travel and training plan for any necessary training or travel associated with the requirement of this contract. The plan must be listed for all labor categories under the contract, broken out by activity.

In addition to and separate from the scope of this contract, there are multiple site-support contracts at DOE HQ and at NETL that are responsible for various aspects of IT operations, ranging from administration and facilities to research functions. It is expected that communication and facilitation with these other contracts for consistency and efficiency will be required.

Within the scope of this contract is the maintenance and operation of the Corporate Human Resource Information System application and associated interfaces, which relies on the information technology infrastructure provided and serviced through other contracts. Thus, communication and cooperation across contracts is essential, particularly with regards to the CHRIS virtual server environments and services at DOE HQ, network and internet access, and cyber security initiatives and requirements.

## **J.4 ATTACHMENT B – REPORTING REQUIREMENTS CHECKLIST**

|  |  |
| --- | --- |
| NETL F 541.1-5#  (01/2016) OPI=PS10  (Previous Editions Obsolete) | **REPORTING REQUIREMENTS CHECKLIST** |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **1. AWARDEE:** | **TBD** | | | | | **2. IDENTIFICATION NUMBER: TBD** | | | | |
| **3. REPORT SUBMISSION:** | | | | | | | | | | |
| Reports shall be submitted to the National Energy Technology Laboratory (NETL) in electronic format to the identified network location. Report templates are examples. The Contractor may submit the requested information using their own templates provided the same information is incorporated. If the submission involves a DOE or NETL Form, the Contractor may submit the requested information in a format of its own choosing as long as the same information is provided.  The reports in this checklist apply to the contract in general. The Performance Work Statement (PWS) may require other specific reports and/or deliverables. | | | | | | | | | | |
| **4. PLANNING AND REPORTING REQUIREMENTS:** | | | | | | | | | | |
|  | | **FORM NO.** | | **FREQ:** | |  | **FORM NO.** | | **FREQ:** | |
| A. GENERAL MANAGEMENT | |  | |  | | D. PROPERTY |  | |  | |
|  | |  | |  | |  |  | |  | |
| Management Plan | | None | | O, C | | Property Management System | None | | P | |
| Status Report | | None | | M | | Property in the Custody of Contractors | F580.1-8 | | SP | |
| PEP Documentation Report | | None | | E | | Report of Physical Inventory | None | | I\*\*\* | |
| Quality Assurance Management Plan | | None | | O, A\* | | Report of Termination or Completion | SF-1428 | | FC | |
| Annual Work Operating Plan | | None | | PY | | Inventory | & SF-120 | |  | |
|  | |  | |  | |  |  | |  | |
| B. SCHEDULE/LABOR/COST | |  | |  | | E. OTHER |  | |  | |
|  | |  | |  | |  |  | |  | |
| Cost Management Report | | See Text | | M | | Individual Subcontract Report | ISR | | SS | |
| Invoice Detail Report | | See Text | | M | | Summary Subcontract Report | SSR | | YS | |
| Staffing Report Summary | | See Text | | M | | Service Contract Inventory | SAM | | Y | |
| Open Commitment Detail Report | | See Text | | M | | Biobased Reporting | SAM | | Y | |
| Contract Organization Chart | | See Text | | O, Y | | EEO Compliance Report | None | | Y | |
| Subcontract Status Report | | See Text | | S | | Key Personnel Staffing Report | None | | M | |
| Annual Indirect Rate Submission | | See Text | | A\*\* | | Business Travel | None | | Y | |
|  | |  | |  | |  |  | |  | |
| C. ENVIRONMENTAL ES&H | |  | |  | |  |  | |  | |
|  | |  | |  | |  |  | |  | |
| Hazardous Substance Plan | | None | | O | |  |  | |  | |
| Hazardous Waste Report | | None | | FC | |  |  | |  | |
| ES&H Hot Line Report | | None | | A | |  |  | |  | |
| ES&H Reports (DOE O 231.1, | | See Orders & | | A | |  |  | |  | |
| M 231.1-1, O 232.1) | | Manuals | |  | |  |  | |  | |
| Integrated Safety Management Plan | | See DOE | | O, A\* | |  |  | |  | |
| (DOE P 450.4) | | Orders | |  | |  |  | |  | |
| **5. FREQUENCY CODES AND DUE DATES:** | | | | | | | | | |
| **Definition** | | | **Calendar days due after event** | | **Definition** | | | **Calendar days due after event** | |
| A – As Required (See attached text for applicability) | | | 0 | | O – Once After Award | | | 30 | |
| C – Contract Change | | | 15 | | PY – Yearly Plan for following Federal Fiscal Year | | | -15 | |
| E – End of Evaluation Period | | | 5 | | S – Semiannual (Ending 3/31 and 9/30) | | | 30 | |
| FC – Final End of Effort | | | 0 | | Y – Yearly (End of fiscal year 9/30) | | | 30 | |
| M – Monthly | | | 15 | |  | | |  | |
| Property Reports  P – Property Management System – Within 6 months of award date  I – Physical Inventory  SP – Semiannual due 3/15 and 9/15 for period ending 2/28 and 8/30 respectively | | | | | Other Web-based reports  SS – Individual Subcontract Report - Semiannual due 4/30 and 10/30 for period ending 3/31 and 9/30 respectively, submit on-line at <http://www.esrs.gov>  YS – Summary Subcontract Report - Annually, due 10/30 for period ending 9/30, submit on-line at <http://www.esrs.gov>  SAM – System for Award Management at <http://www.sam.gov> | | | | |
| \*Plan is to be updated as significant changes are identified.  \*\* No later than six months after the close of Contractor’s fiscal year. If NETL is the Cognizant Federal Agency, then the proposal should be submitted to the identified electronic file location for report submissions. Otherwise, it should be sent to the Cognizant Federal Agency.  \*\*\* Property inventory conducted on the following basis: Capitalized, Sensitive, or High Risk Personal Property – Annual; Accountable Property – 3 years; Nonaccountable Property – contract completion. | | | | | | | | | |
| **6. SPECIAL INSTRUCTIONS:** Contractor’s Fiscal Year: **TBD** | | | | | | | | | |
| The forms identified, with a forms number, in the checklist are available at <http://www.netl.doe.gov/business/forms.html>. | | | | | | | | | |

**GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF REPORTS**

The Contractor shall prepare and submit the plans and reports indicated on the “Reporting Requirements Checklist” to the electronic addresses provided in the NETL-identified electronic file location. The electronic file location will be provided at the post award debriefing with the Contractor. Distribution of the plans and reports will be accessed from the electronic file location by individuals authorized by the Contracting Officer.

The level of detail the Contractor provides in the plans and reports shall be commensurate with the scope and complexity of the effort and shall be as delineated in the guidelines and instructions contained herein. The prime Contractor shall be responsible for acquiring data from any subcontractors to ensure that data submitted are compatible with the data elements which prime Contractors are required to submit to DOE.

**MANAGEMENT PLAN**

The Management Plan describes the Contractor’s approach to performing the effort and producing the products identified in the contractual agreement, and the technical, schedule, cost, and financial management control systems to be used to manage performance.

The sample outline for the Management Plan and a description of the contents follows:

**Executive Summary**

The executive summary gives DOE/NETL's management a brief, comprehensive overview of the most important aspects of the management plan.

**Background**

This is a discussion of the background of the project, including the scientific, sociological, legislative, and historical factors, that demonstrates the Contractor’s understanding of the problems, both technical and management, associated with the project.

**Scope of the Project**

This section gives a brief overview of the project. It should include:

* general description of project objectives;
* work element titles and short descriptions and;
* participants.

**Work Breakdown Structure (WBS)**

The scope and complexity of the contractual agreement influence the number of levels required. Each descending level represents an increasingly detailed definition of the work elements. Level 1 is the goal or objective of the contractual agreement in its entirety. Level 2 consists of the major work products necessary for achieving the goals of the contractual agreement. Level 3 outlines the major element segments (subsystems) necessary for completing Level 2 elements. Work breakdown structure elements are identified by name and number from a progressive, alphanumeric system. For example:

WBS Level 1: Contract Level Reporting

WBS Level 2: CLIN / Task Order Level Reporting

WBS Level 3: Work/Task Assignment Level Reporting

WBS Level 4: Activity Level Reporting

The outline for the WBS and a description of the contents follows:

WBS ELEMENT X.X: (TITLE)

OBJECTIVE: State the objective of the work element in a concise manner.

BACKGROUND**:** State the background in a concise manner. Include descriptions of any outstanding issues which must be resolved in order to make progress.

TECHNICAL APPROACH: Describe in detail the manner in which the various issues will be resolved. You should consider how the various work elements relate to one another and to other relevant ongoing work. Work outputs which feed into other work elements (and vice-versa) should be clearly delineated.

DELIVERABLES: Describe specifically the results of the effort.

**Support Systems and Controls**

In this section, the management, technical, and administrative systems that will be used to control and execute the project will be described. Examples of the systems include, but is not limited to: systems and engineering analysis; quality assurance; environmental, safety and health; legal support; automated data processing support; and accounting support. The accounting, property management, and procurement systems should be identified as to whether they are Government approved systems.

**STATUS REPORT**

The Status Report presents the Contractor’s narrative technical assessment of the work actually performed and the overall status of the various CLINs/SubCLINs or Task Orders/Activities. Open items requiring action by either the Contractor or DOE are noted in this report. The report also provides a summary assessment of the current situation, including forecast for the near future and the expected impact on SubCLIN or Activity accomplishment. The report is to include a listing of the major products for each CLIN/SubCLIN or Task Order/Activity in bullet form and, if applicable, a list of pertinent presentations and publications.

**QUALITY ASSURANCE MANAGEMENT PLAN**

The Quality Assurance Management Implementation Plan shall be developed and submitted by the Contractor. The plan shall describe how the Contractor will implement a quality assurance (QA) philosophy, as outlined in the most current version of the DOE O 414.1, Quality Assurance; DOE G 414.1-2, Quality Assurance Program Guide for Use with 10 CFR Part 830, Subpart A, Quality Assurance Requirements; and NETL O 414.1, Quality Management System; and NETL Operating Plan 414.1-1, Quality Management System Program Plan. The plan shall provide (1) a process and graded approach to the integration of the requirements listed into its everyday work activities; and (2) a discussion on how the execution of the Contractor’s plan will successfully and cost-effectively integrate with NETL's own QA program for on-site work to be conducted. This plan shall be reviewed annually, revised as needed, and be approved by the NETL Quality Manager. The DOE quality assurance directives and guidelines can be found at <http://www.directives.doe.gov/>. NETL quality directives are available on the NETL Intranet.

**COST MANAGEMENT REPORT**

***PURPOSE***

The Cost Management Report provides a monthly status of actual and estimated costs, obligated funds, and plan values, as well as a projection of funds expiration, for each reportable element within a designated contract. This report serves as an accounting, budgeting, and project management tool. Federal personnel will use this report to monitor the funding and cost status of the contract, verify the reasonableness of the Contractor’s invoices, formulate budgets and calculate fixed fee pools.

***FORM***

An Excel file (0010957-CMR-Invoice-Staffing.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 the official contract title. |
| 2 | Enter the inclusive start and completion dates for the reporting period. |
| 3 | Enter the official contract number and, if a modification(s) has occurred, append the latest modification number. |
| 4 | Enter the name of the Contractor. |
| 5 | Enter the date of the contract’s current cost plan, which serves as a baseline for this report. |
| 6 | Enter the official start date of the original contract. |
| 7 | Enter the official completion date as of the latest modification to the contract. |
| 8 | Enter the Title, Contract Line Item Number (CLIN), Sub-CLIN, Task, or Activity Numbers, in numerical order, consistent with the contract’s Work Breakdown Structure as per the current Management Plan. |
| 9 | Enter the current approved plan revision for each Element as applicable. Revisions will be tracked by an alpha character added to the end of the Element with “A” designating the first revision. If no revision is included, leave this blank. |
| 10 | Enter the five-digit “Fund Code” identified in Field 1 of the Accounting Flex Field (AFF) provided on the funding source document. |
| 11 | Enter the “Appropriation Year” from which the funding is provided. This will be the same as Field 2 of the AFF. |
| 12 | Enter the six-digit “Reporting Entity” identified in Field 4 of the AFF. |
| 13 | Enter the five-digit “Object Class Code” identified in Field 6 of the AFF. |
| 14 | Enter the seven-digit “Program Number” that is used to fund the Element. This number will correspond to Field 7 of the AFF. If more than one Program number is being used, place the pertinent funding information on separate lines. |
| 15 | If applicable, enter the seven-digit “Project Number” identified in Field 8 of the AFF. |
| 16 | If applicable, enter the seven-digit “Work for Others (WFO)” number identified in Field 9 of the AFF. A WFO number is a unique designation for NETL customer work. |
| 17 | If applicable, enter the seven-digit “Local Use” number. This number will correspond to Field 10 of the AFF. |
| 18 | Enter the “Current FY Obligations” that have been obligated against the Element in the current fiscal year. |
| 19 | Enter the cumulative “Total Obligations” awarded to the contract as of the close of the reporting period. The obligations will be broken out over the unique AFF’s. |
| 20 | Enter the “Approved FY Cost Plan” value as shown on the most recent authorized cost plan. This will be an estimate of the cost of work planned in the current fiscal year distributed by funding source. Only plan values authorized by the CO shall be recorded in this column. |
| 21 | Enter the authorized “Total Plan Value” for the entire performance period of the Element, which may span multiple fiscal years. |
| 22 | Enter the total “Reporting Period Actual Cost” invoiced for the reporting period. Cost distribution for each AFF will be provided as financial technical direction from the Contracting Officer’s Representative (COR) or the CLIN COR. |
| 23 | Enter the total “Reporting Period Planned Cost” for the reporting period as shown in the most recent authorized cost plan. |
| 24 | Enter the total “FY To Date Actual Cost” invoiced as of the close of the reporting period for the current fiscal year. |
| 25 | Enter the “FY to Date FY Balance of Plan” remaining of the planned cost for the current fiscal year as shown in the latest approved fiscal year cost plan (Item 20). |
| 26 | Enter the total “Cumulative to Date Actual Cost” invoiced for the Element from the inception of the contract to the end of the reporting period. |
| 27 | Enter the total authorized “Cumulative to Date Plann Cost” for the Element from the inception of the contract to the date of the report. |
| 28 | Enter the “Open Commitments”, defined as any costs incurred by the end of the current reporting period but not yet invoiced to NETL.  This would include subcontractor costs incurred but not yet billed to NETL and any fixed fee earned but not yet invoiced to NETL. Upon completion of the first fixed fee period estimates for fee shall be based on the average percentage of historic fee earned, not 100% of available fixed fee pool. Special consideration should be made to accurately estimate subcontract costs when the prime has not received invoices but is aware that the work has occurred.  Open commitments should be distributed to the funding line with remaining available funding greater than $0 that has the oldest appropriation year and the smallest total obligated funding at the end of the current reporting period. Open commitments should not exceed the total remaining available funding in an AFF line unless additional funding lines are not available.  \*\*\*Note\*\*\*  The Fixed Fee included in OC’s will be a cumulative amount and will only be reduced when the CO authorizes a payment. The Fixed Fee authorized payment amount will then be included in the FY to Date Actuals (#24) and Cumulative to Date Actuals (#26) on the next monthly CMR. |
| 29 | Enter the total “Next Month Plan Cost” for the next reporting period as shown in the most recent authorized cost plan. |
| 30 | Enter the “FY Total Cost” which is defined as the costs that the Contractor expects to incur during the current fiscal year.  A contract project manager’s estimate should be used to project the balance of the year and should include those costs that have been incurred but not invoiced to NETL (open commitments as defined in Item 28). The calculation of Total FY Actual Cost + FY Balance of Plan + Open Commitments can be used as a starting point for this estimate, but project manager's input must be obtained to incorporated any deviations to plan that may be anticipated technically. |
| 31 | Enter the projected “Funds Fully Costed Date” for the date on which the funds available to the Contractor for a specific Element are projected to be fully costed. The date only needs to be on the Element Total line. |
| 32 | Enter the total of all costs for each column that can be summed. If multiple pages are used, enter the total only on the final page.  \*\*\*NOTE\*\*\*  Current FY Obligations (Item 18) and Total Obligations (Item 19) must equal the obligation amounts listed on the contract modifications. |
| 33 | Enter the unit measure for dollar amounts shown (e.g., exact dollars and cents). NETL cost entries are done to the penny. Carry the unit of measure out to decimals (e.g., cents), rounding to two decimal places. Format the cell to round to the dollar so space will be saved. NETL Finance will reformat the appropriate column to two decimals for making cost entries. |
| 34 | Enter the signature of the responsible Contractor Project Manager and the date signed, verifying the validity of the furnished information based upon the Project Manager’s knowledge of the contract’s current progress and status. |
| 35 | Enter the signature of the Contractor’s financial representative and the date signed, verifying the validity of the furnished information based upon the financial representative’s knowledge of the contract’s current progress and status. |
| 36 | Enter notes that relate to a reporting elements’ financial status. Include modifications received after the closing date of the reporting period but before the actual due date of the CMR. and Task Plan revisions submitted to NETL through SSCM but not yet awarded by the CO |

***Special Instructions***:

Any reference to a fiscal year refers to the Federal Government fiscal year, October 1 through September 30 of the following year.

For the purpose of this report, the term “Element” refers to any reportable CLIN, Sub-CLIN, Task, or Activity.

A new line entry must be inserted anytime one of the following components changes:

1. Title/CLIN/Sub-CLIN/Task Number/Activity Number

2. Fund Code

3. Appropriation Year

4. Reporting Entity

5. Object Class Code

6. Program Number

7. Project Number

8. Work for Others Number

9. Local Use Number

Each Element will be subtotaled. If a Sub-element is associated with an Element, the Sub-element will be totaled and reported at both the Sub- and Element level. For example, an Element with two or more subs would show all of the above information for each sub-Element and rolled up to the Element level.

Any and all breakouts of Sub-CLINs/activities must be received as technical direction, in writing, from the Contracting Officer’s Representative (COR) or the CLIN COR.

**INVOICE DETAIL REPORT**

***PURPOSE***

The Invoice Detail Report provides a monthly status of actual and planned FTE hours worked for each CLIN or Task and a headcount within a designated contract. This report will be used by Federal personnel as an information source and as a project management tool. This report will also serve as the base for the staffing report and will also serve as supporting documentation for the “Public Voucher for Purchases and Services Other Than Personal" (SF-1034). CLIN/Task managers will review the data as part of the invoice approval process.

***FORM***

An Excel file (00109057-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 € 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; 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 theaaa current period. |
| **23** | Enter the planned/actual labor hours for the cumulative total. |
| **24** | Other direct costs (ODCs) include those cost other than labor, which are directly related and charged to the CLIN/Sub-CLIN/Task/Activity. |
| **25** | Enter a very brief description of the other direct costs. |
| **26** | Enter the second-tier subcontractor/consultants cost for the period and cumulative to date. |
| **27** | Enter materials and or supply costs for the period and cumulative to date. |
| **28** | Enter the travel costs for the period and cumulative to date. |
| **29** | Enter the training cost for the period and cumulative to date. |
| **30** | Enter the total of all ODCs |
| **31** | Enter the General & Administrative (G&A) rate and amount. |
| **32** | If applicable, enter any fixed fee being invoiced for the reporting period and cumulative to date amount. |
| **33** | Enter the total cost being invoiced. This will include Direct Labor, ODCs, G&A and fees. |

**STAFFING REPORT SUMMARY**

***PURPOSE***

The Staffing Report Summary is to provide NETL management with data relative to the number of Contractor FTEs (full time equivalents) charged to each funding source within a contract. NETL uses this information in budgeting and planning exercises. In addition, many information requests are received from Headquarters dealing with the location of Contractor employees.

***FORM***

An Excel file (0010957-CMR-Invoice-Staffing-OC.xlsx) has been included as a sample template in Part III, Section J. The following is the suggested format for submission of this report.

***INSTRUCTIONS***

|  |  |
| --- | --- |
| **Item** | **Description** |
| **1** | Enter contractor name and address. |
| **2** | Enter contract number. |
| **3** | Enter inclusive dates of current reporting period. |
|  | \*\*\*NOTE\*\*\*  The Items below must track the exact Accounting FlexField (AFF) used in the contract funding modification. If more than one AFF was used to fund a Task/Activity then a separate row for each unique AFF must be entered on this report.  Enter the FTEs by AFF at each site location. |
| **4** | Enter the Task/Activity number, in numerical order, for the FTEs being reported. |
| **5** | Enter the seven-digit “Program Number” used to fund the Task/Activity. This number will correspond to Field 5 of the AFF string provided in the contract funding modification. If there are multiple program numbers enter each one on a separate line. |
| **6** | Enter the seven-digit “Project Number” (if applicable). This number will correspond to Field 6 of the AFF string provided in the contract funding modification. If a number is not provided, enter zeros. |
| **7** | Enter the seven-digit “Work for Others (WFO)” number (if applicable). This number will correspond to Field 7 of the AFF string provided in the contract funding modification. If a number is not provided, enter zeros. |
| **8** | Enter the seven-digit “Local Use” number (if applicable). This number will correspond to Field 8 of the AFF string provided in the contract funding modification. If a number is not provided, enter zeros. |
| **9** | Enter the six-digit “Reporting Entity” identified in Field 3 of the AFF string provided in the contract funding modification. |
| **10** | Enter the total FTE cost charged to each AFF string for the current reporting period. |
| **11** | Enter the number of FTEs by NETL site location for each AFF string being reported. |

|  |  |
| --- | --- |
|  | Off-site – any location that is not on one of NETL’s sites as defined in “on-site” below. |
|  | On-site – Federally-owned or leased property within the defined boundaries of the sites at Pittsburgh, PA (PGH); Morgantown, WV (MGN); Albany, OR (ALB); and Anchorage, AK (AK); including, in the case of Morgantown, NETL-leased space in the Research Ridge complex immediately adjacent to the boundary. |

|  |  |
| --- | --- |
| **12** | Enter the headcount of employees (full time and part time) at both on and off-site locations as of the end of the reporting period. |

**OPEN COMMITMENT DETAIL REPORT**

***BACKGROUND***

The purpose of the open commitment (OC) detail report is to provide NETL Contracting Officer’s Representatives (COR) with data on the specific elements that comprise the open commitment total and the values associated with each element. NETL uses this information for two primary purposes: 1) to track the flow of costs from open commitments to invoices and 2) to identify the open commitments associated with labor, materials, supplies or travel to support the calculation of performance period costs as defined in the Performance Evaluation Plan (PEP).

***FORM***

An Excel workbook (0010957-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.

**Item Description**

CLIN/Task/Activity Full item number, inclusive of contract number

Totals Total of all open commitments

Deferrals Total of deferred invoices

Period X fee Performance period fee carried in open commitments – if more than one period of fee is being carried, add additional columns

Rate Adjustment Reserve Rate adjustment reserve, if required

Subcontracts in OCs Subcontract costs held in open commitments; Separate columns for each subcontractor must be provided and must identify the subcontractor. Subcontract cost held in open commitments should be inclusive of any indirect rates applied (including those applied by prime Contractor)

Other Separate columns identifying any other costs carried in open commitments

**CONTRACT ORGANIZATION CHART**

***Purpose***

The purpose of the Contract Organization Chart is to provide NETL management with data relative to the number of Contractor Full-Time Equivalent (FTE’s) employees assigned to each NETL organization they are supporting within a contract. This report will be used by Federal officials as an information source and project management tool on the distribution of contractor resources allocated to NETL organizations.

***FORM***

An Excel workbook (0010957-Org-Chart.xlsx) has been included as a sample template in Part III, Section J. The following is the suggested format for submission of this report.

***INSTRUCTIONS FOR COMPLETING THE ANNUAL CONTRACT DELIVERABLE***

Detailed guidance for completing the contractor’s annual FTE Organization Chart excel template are provided within the Excel workbook.

**SUBCONTRACT STATUS REPORT**

***PURPOSE***

The Subcontract Status Report provides detailed data relative to the number of Subcontractors within a designated contract. This report will be used by Federal personnel as an information source document and serves as a basis for fulfilling requests received from Headquarters, DOE and other external federal entities.

***FORM***

An Excel workbook (0010957-Subcontract Status Report.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. |
| 3 | Enter the official contract number. |
| 4 | Enter the name and address of each subcontractor. Subcontractors are to be grouped by state. |
| 5 | Enter ZIP code plus the 4-digit ZIP code extension. |
| 6 | Enter the subcontractor’s business type (i.e. Academia, Industry, National Lab, Non-Profit Organization, State, or Other). A list of business types can be found on the “Business Types” worksheet in the NETL Subcontract Status Report Excel workbook. |
| 7 | Enter the subcontractor’s business classification (i.e. Small Business, Woman-Owned Small Business, etc). A list of business classifications can be found on the “Business Classifications” worksheet in the NETL Subcontract Status Report Excel workbook. |
| 8 | Enter the North American Industry Classification System (NAICS) code for the subcontractor listed under Item 4. |
| 9 | Enter the contract number in combination with CLIN, Sub-CLIN, Task, or Activity numbers (i.e. 0004009.205.01.03), consistent with the contract’s Work Breakdown Structure as per the current Management Plan. |
| 10 | Enter the official title of the CLIN, Sub-CLIN, Task, or Activity entered in Item 9 above. |
| 11 | Enter the amount of actual costs incurred in the previous fiscal year. |
| 12 | Enter the amount of actual costs incurred plus the balance of the planned costs for the current fiscal year. |
| 13 | Enter the amount of planned costs for the following fiscal year, if any. |
| 14 | Enter the total cost (actual and balance of plan) for the project identified in Item 9 above. |
| 15 | Enter the date the subcontractor began work on the project. |
| 16 | Enter the date the subcontractor completed or the anticipated date the work is to be completed by the subcontractor. |
| 17 | Enter the name (first and last) of the federal program manager. |
| 18 | Enter the program number used to fund the CLIN/ Sub-CLIN /Task/Activity identified in Item 9. |
| 19 | Enter a brief description of the project. |
| 20 | Enter the type of subcontract awarded (i.e. Cost Plus Fixed Fee, Firm Fixed Price, Time-and-Material, etc.). A list of common contract types can be found on the “Common Contract Types” worksheet in the NETL Subcontract Status Report Excel workbook. |
| 21 | Enter “Competitive” or “Non-Competitive” depending on the method used in awarding the subcontract. |
| 22 | For a “Non-Competitive” entry in Item 21, enter the justification for awarding a non-competitive subcontract. |
| 23 | Did current team have the required expertise to perform the task prior to the subcontract being awarded? Enter either “YES” or “NO”. |
| 24 | Enter a subtotal for each state. |
| 25 | Enter a grand total for all states included on the report. |

***Special Instructions:***

For reporting purposes, each State will be listed and subtotaled separately.

For the purpose of this report, the following definitions apply:

Subcontractor = means any organization or person, other than the prime Contractor (to include major or critical subcontractor(s) or partners) who entered into a contractual agreement under the prime contract.

CLIN = Contract Line Item Number

DOE = Department of Energy

NAICS = North American Industry Classification System

NETL = National Energy Technology Laboratory

**ANNUAL INDIRECT RATE SUBMISSION**

In accordance with the Federal Acquisition Regulation (FAR) Subpart 42.7 – Indirect Cost Rates, the Contractor must submit an annual indirect cost proposal, reconciled to its financial statements, within six (6) months after the close of the Contractor’s fiscal year. The format and content of the indirect cost proposal should follow the Defense Contract Audit Agency’s (DCAA) Incurred Cost Electronically (ICE) Model in order to be considered an adequate proposal. DCAA’s ICE Model can be found on the DCAA website at: <http://www.dcaa.mil/ice_model.html>. The Contractor must submit its annual indirect cost proposal directly to the cognizant federal agency for negotiating and approving its indirect costs. If NETL is the cognizant agency, the Contractor must submit their annual indirect cost proposal directly to the NETL identified electronic file location for report submission. The Annual Indirect Rate Submission shall comply with the requirements of the "Annual Indirect Rate Submission" clause identified in Part I, Section H.

**HAZARDOUS SUBSTANCE PLAN**

The Contractor shall submit a Hazardous Substance Plan that shall specifically identify each hazardous substance (as defined under 40 CFR 261, Subpart D, entitled “Lists of Hazardous Wastes”) anticipated to be purchased, utilized or generated in the performance of this contract. For each such hazardous substance identified, the Plan shall specifically provide the following information:

Description of Substance/Chemical

EPA Hazardous Waste Number

EPA Hazard Code

Anticipated Quantity to be purchased, utilized or generated

Anticipated Hazardous Waste Transporter

Anticipated Hazardous Waste Disposal Facility Contractor and Location (City/Municipality, State)

Anticipated Treatment Method

**HAZARDOUS WASTE REPORT**

The Contractor shall submit a Hazardous Waste Report that shall specifically identify each hazardous waste (as defined under 40 CFR 261, Subpart D, entitled “Lists of Hazardous Wastes”) actually utilized, or generated in the performance of this contract. For each such hazardous waste identified, the report shall specifically provide the following information:

Description of Substance/Chemical

EPA Hazardous Waste Number

EPA Hazard Code

Actual Quantity Disposed

Actual Hazardous Waste Transporter

Actual Hazardous Waste Disposal Facility Contractor and Location (City/Municipality, State)

Actual Disposal Date

Actual Treatment Method

The Hazardous Waste Report is intended as a final reconciliation of anticipated versus actual hazardous substances purchased, utilized, or generated in the performance of this contract.

**ES&H HOT LINE REPORT**

A. The ES&H Hot Line Report may be used to report a major breakthrough in research, development, or design; an event causing a significant schedule slippage or cost overrun; an environmental, safety and health violation; achievement of or failure to achieve an important technical objective; or any requirement for quickly documented direction or redirection. The report must be submitted by the most rapid means available, usually electronic, and is to confirm telephone conversations with the DOE Representatives. Identification as an “ES&H Hot Line Report” serves notice at each link in the delivery chain that “speed in handling” is required. The report must include:

1. Contractor’s name and address

2. Contract title and number

3. Date

4. Brief statement of problem or event

5. Anticipated impacts

6. Corrective action taken or recommended

B. ES&H Hot Line Reports are to be used to document incidents such as those listed below:

1. Any non-compliance with the provisions of the Part I, Section H, clause entitled “Environmental, Safety, and Health On-Site Service Contracts” is to be reported within three (3) calendar days unless specified otherwise below.
2. Any single fatality or injuries requiring hospitalization of five (5) or more individuals is to be immediately reported.
3. Any significant environmental permit violation is to be reported as soon as possible, but no later than 24 hours following the discovery of the incident.
4. Other incidents that have the potential for visibility in the media are to be reported as quickly as possible, but no later than 24 hours following the discovery of the incident.
5. Any failure resulting in damage to Government-owned equipment in excess of $50,000 is to be reported as quickly as possible, but no later than 24 hours following the discovery of the failure.
6. Any verbal or written Notice of Violation of any ES&H statutes arising from the performance of this contract is to be immediately reported.
7. Any accidental spill or release that is in violation of any ES&H statutes arising from the performance of this contract is to be immediately reported.
8. Any incident that causes a significant process- or hazard-control-system failure, or is indicative of one that may lead to any of the above-defined incidents, is to be reported as soon as possible, and must be reported within five (5) calendar days of discovery.
9. Any unplanned event which is anticipated to cause a sched­ule slippage or cost increase significant to the project is to be reported within 24 hours.

C. The requirement to submit ES&H Hot Line Reports for the incidents identified above is for the sole purpose of enabling DOE officials to respond to questions relating to such events from the media and other public. When an event results in the need to issue a written or verbal statement to the local media, the statement is to be cleared first, if possible, by NETL’s Office of Public Affairs and coordinated with the Contracting Officer’s Representative (COR), and the Contracting Officer.

D. When an incident is reported, the Contractor shall conduct an investigation of its cause and make an assessment of the adequacy of resultant action. A written report is required no later than ten (10) calendar days following the incident and shall include an analysis of the pertinent facts regarding the cause, and a schedule of the remedial events and time periods necessary to correct the action.

**ES&H REPORTS (DOE O 231.1, M 231.1-1, O 232.1)**

A. The Contractor shall provide information and reports to NETL in support of DOE’s reporting requirements contained in DOE O 231.1, Environmental, Safety, and Health Reporting, DOE M 231.1-1, Environmental, Safety, and Health Reporting Manual, and DOE O 232.1, Occurrence Reporting and Processing of Operations Information. Content, form, schedule, and applications are provided in the DOE Orders and Manuals.

B. Data, information, or reports include, but are not limited to, the following areas (if applicable):

1. Work-related fatalities, injuries, and illnesses among Contractor employees arising out of work performed primarily at DOE-owned or –leased facilities

2. Work-hours and vehicle usage

3. Estimated property valuation

4. Interim exposure data reporting

5. Annual exposure data reporting

6. Radiological exposure to individuals

7. Annual summary of fire damage

8. Epidemiologic analyses-excess injuries and illnesses

9. Occupational, safety, and health information in support of epidemiological studies conducted by external organizations

10. Quarterly DOE and NETL ES&H performance indicator data

1. Annual site environmental reports
2. 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 Acquistion 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](http://www.sam.gov/). A copy of the report must also be submitted to the electronic file location identified for report submission.

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE REPORT**

The Contractor’s demonstrated compliance with the rules, regulations and policies of the Equal Employment Opportunity (EEO) laws, DOE EEO directives (DOE O 311.1), NETL EEO directions (orders, operating plans, and procedures), and other requirements pursuant to the Energy Policy Act of 2005, Public Law 109-58, enacted August 8, 2008.

The compliance report shall address the following areas:

1. Provide information and data analysis on Contractor workplace by EEO categories (Blacks, Hispanics, Women, etc.) versus the Civilian Labor Force Index (CLF) for each category.
2. The number of EEO complaints filed during the year. The required data should include information on the basis for the complaint and complaint disposition. The basis should include complaints with specific categories such as age, religion, color, natural origin, sexual orientation, race, gender, etc.
3. Provide information on disciplinary actions and their disposition. Disciplinary actions should be grouped into three categories: (1) verbal/written actions; (2) suspensions; and (3) terminations. All data should be grouped by race and gender.
4. Summary of outreach efforts to attract women and minorities for employment and the result of such efforts.
5. Description of programs or efforts to retain women and minorities in their workplace.
6. Description and number of hours of EEO/Diversity training provided to employees.

**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 (0010957-Business-Travel.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.

## **J.5 ATTACHMENT B-1 – COST MANAGEMENT/INVOICE DETAIL/SUMMARY STAFFING REPORT/OPEN COMMITMENT DETAIL FORMS**

The Cost Management/Invoice Detail/Summary Staffing Report/Open Commitment Detail Forms are provided as a separate attachment entitled **“0010957-CMR-Invoice-Staffing-OC.xlsx”.**

## **J.6 ATTACHMENT B-2 – CONTRACT ORGANIZATION CHART**

The Contract Organization Chart Forms are provided as a separate attachment entitled **“0010957-Org-Chart.xlsx”.**

## **J.7 ATTACHMENT B-3 – SUBCONTRACT STATUS REPORT**

The Subcontract Status Report Form is provided as a separate attachment entitled **“0010957-Subcontract Status Report.xlsx”.**

## **J.8 ATTACHMENT B-4 – CONTRACTOR BUSINESS TRAVEL REPORT**

The Contractor Business Travel Report Form is provided as a separate attachment entitled **“0010957-Business-Travel.xlsx”.**

## **J.9 ATTACHMENT C – POSITION QUALIFICATIONS**

|  |  |
| --- | --- |
| Position Title | Minimum Qualifications |
| Computer Programmer | **Senior**   * Master's Degree in software engineering, computer science, information technology, or a related field AND four years of practical experience in requirements gathering, programming and coding   *OR*   * Bachelor's Degree in software engineering, computer science, information technology, or a related field AND six years of practical experience in requirements gathering, programming and coding   *OR*   * Ten years of practical experience in requirements gathering, programming and coding   **Intermediate**   * Bachelor's Degree in software engineering, computer science, information technology, or a related field AND two years of practical experience in requirements gathering, programming and coding   *OR*   * Associate’s Degree in software engineering, computer science, information technology, or a related field AND four years of practical experience in requirements gathering, programming and coding   *OR*   * Six years of practical experience in requirements gathering, programming and coding   **Junior**   * Bachelor's Degree in software engineering, computer science, information technology, or a related field   *OR*   * Associate’s Degree in software engineering, computer science, information technology, or a related field AND two years of practical experience in programming and coding   *OR*   * Four years of practical experience in programming and coding |
| Computer Systems Analyst | **Senior**   * Master's Degree in computer science, information technology, or related field AND four years of related work experience   *OR*   * Bachelor's Degree in computer science, information technology, or related field AND six years of related work experience   *OR*   * Ten years of related work experience   **Intermediate**   * Bachelor's Degree in computer science, information technology, or related field AND two years of related work experience   *OR*   * Associate’s Degree in computer science, information technology, or related field AND four years of related work experience   *OR*   * Six years of related work experience   **Junior**   * Bachelor's Degree in computer science, information technology, engineering, or related field   *OR*   * Associate’s Degree in computer science, information technology, engineering, or related field AND two years of related work experience   *OR*   * Four years of related work experience |
| Manager/Team Lead | * Senior Level Qualifications for relevant area   *AND*   * Two years of management/leadership experience |

## **J.10 ATTACHMENT D – WAGE DETERMINATIONS/COLLECTIVE BARGAINING AGREEMENTS**

The following list of Department of Labor Wage Determinations and Collective Bargaining Agreements (CBA) are provided in a separate attachment entitled **“0010957-WD-CBA.pdf”.**

## **J.11 ATTACHMENT E – PERFORMANCE GUARANTEE AGREEMENT**

**PERFORMANCE GUARANTEE AGREEMENT**

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-\_\_\_\_ \_\_\_\_\_\_\_\_\_\_ for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contract dated, \_\_\_\_\_\_\_\_ , by and between the Government and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contractor), the undersigned, \_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Guarantor), a corporation incorporated in the State of \_\_\_\_\_\_\_\_\_\_\_ with its principal place of business at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NAME OF CORPORATION

NAME AND POSITION OF OFFICIAL

EXECUTING PERFORMANCE

GUARANTEE AGREEMENT ON BEHALF OF GUARANTOR

ATTESTATION INCLUDING APPLICATION

OF SEAL BY AN OFFICIAL OF

GUARANTOR AUTHORIZED TO AFFIX

CORPORATE SEAL

## **J.12 ATTACHMENT F – COST EXHIBITS**

The Cost Exhibits are provided in a separate file attachment entitled **“0010957-Cost Exhibits.xlsx”.**

## **J.13 ATTACHMENT G – PAST PERFORMANCE INFORMATION QUESTIONNAIRE COVER LETTER**

Date

Dear:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Department of Energy is seeking your assistance on a very important procurement.

\_\_*[insert name of Offeror]*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is participating in a proposal for a DOE contract. \_*[insert name of Offeror]*\_\_\_\_\_\_\_\_\_\_\_\_has identified you as someone who is familiar with their past performance on similar work. We are asking you to complete the attached Past Performance Information Questionnaire to help DOE evaluate \_\_*[insert name of Offeror]*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_’s past performance.

We greatly appreciate your time and assistance in completing this questionnaire. In accordance with Part 15.506 of the Federal Acquisition Regulation, the names of individuals providing reference information about past performance will not be disclosed.

Please return the completed questionnaire by the due date for proposals to:

US Department of Energy

National Energy Technology Laboratory

Amanda Lopez

Contract Specialist

[Amanda.Lopez@netl.doe.gov](mailto:Amanda.Lopez@netl.doe.gov)

## **J.14 ATTACHMENT H – PAST PERFORMANCE INFORMATION QUESTIONNAIRE**

|  |  |
| --- | --- |
| **4 = Outstanding** | Performance was substantially and consistently above contract requirements. Contractor displayed an overall superior understanding of contract requirements, and used innovative approaches leading to enhanced performance. |
| **3 = Good** | Performance was above minimum contract requirements. Contractor displayed a thorough understanding of contract requirements. |
| **2 = Satisfactory** | Performance met minimum contract requirements. |
| **1 = Marginal** | Performance was below minimum contract requirements. Contractor displayed a lack of thorough understanding of contract requirements in one or more significant performance areas. |
| **0 = Unsatisfactory** | Performance completely failed to meet the minimum contract requirements. Contractor displayed a total lack of understanding of contract requirements. |
| **NA = Not Applicable** |  |
| **DK = Don’t Know** | No knowledge available to respond to this question. |

For any rating(s) less than 2, please attach an explanatory narrative. We greatly appreciate your time and assistance

|  |
| --- |
| **Past Performance Information Questionnaire for:\_[Insert Name of Offeror] \_\_\_\_\_\_\_** |
| **Respondent: Please fill in the following table**: |
|  |
| 1. Complete Name and Title of Responder |
| 2. Company or Agency Name, Address, Telephone Number, Facsimile Number (w/Area Code), and  E-mail Address |
| 3. Contract Name or Title, Contract Number and Type of Contract |
| 4. Signature |

**Past Performance Information Questionnaire for: \_[Insert Name of Offeror]\_\_\_\_\_\_**

|  |  |
| --- | --- |
| 1. How would you rate the Contractor’s performance in the following areas: Meeting contract milestones? Submitting deliverables timely? Adherence to contract schedules? | **[4] [3] [2] [1] [0] [NA] [DK]**  **[4] [3] [2] [1] [0] [NA] [DK]**  **[4] [3] [2] [1] [0] [NA] [DK]** |
| 2. How would you rate the Contractor’s ability to perform within the contract ceiling or estimated cost? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 3. Did the Contractor utilize cost efficiencies in performance of your contract? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 4. How would you rate the Contractor’s cost performance? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 5. Did the Contractor submit accurate and timely invoices? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 6. If proposals were generated for changes, requests for equitable adjustment, or claims, how would you rate the reasonableness of the pricing? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 7 How would you rate the Contractor’s Key Personnel performance? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 8 How would you rate the Contractor’s ability to recruit and retain strong, well-qualified Key Personnel? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 9. Did the Contractor utilize an effective project management system that included planning, budgeting, status tracking, reporting, baseline management, critical path analysis, and work breakdown structure? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 10. Has there been a positive or negative trend in contract performance (“0” would be a very negative trend, “4” would be a very positive trend) | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 11. How would you rate the Contractor’s ability to create teaming/partnering relationships to achieve project goals? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 12. How would you rate the Contractor’s ability to integrate activities with other Contractors on multiple Contractor sites? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 13. Was the Performance Work Statement executed effectively by the Contractor in a consistently high quality manner? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 14. How would you rate the Contractor’s responsiveness to technical direction? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 15. Was the Contractor’s Environment Safety & Health (ES&H) program in compliance with contract requirements and protective of workers, public, and the environment? | **[4] [3] [2] [1] [0] [NA] [DK]** |

**Past Performance Information Questionnaire for: \_[Insert Name of Offeror]\_\_\_\_\_\_**

|  |  |
| --- | --- |
| 16. Was the Contractor effective in subcontract management and did it meet subcontracting goals? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 17. Did the Contractor provide an effective and efficient transition from the previous Contractor? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 18. Did the Contractor effectively manage regulatory compliance programs and regulatory interfaces? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 19. Did the Contractor’s corporate office effectively support your contract? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 20. Did the Contractor develop and implement an effective quality assurance program? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 21. Did the Contractor effectively implement human resources requirements and manage labor relations? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 22. Did the Contractor manage effectively including cooperation with the technical representatives, the Contracting Officer, and other stakeholders showing flexibility and responsiveness? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 23. Was the Contractor effective in working with organized labor, community groups, media, and other stakeholders? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 24. Provide an overall assessment of the Contractor’s performance. | **[4] [3] [2] [1] [0]** |
| 25. Would you hire this Company again? | **[ ] Yes [ ] No** |

Please Provide Any Additional Comments Below

## **J.15 ATTACHMENT I – PAST PERFORMANCE REFERENCE INFORMATION FORMS**

|  |  |
| --- | --- |
| **1. Complete name of Government agency, commercial firm, or other organization** | |
|  | |
| **2. Complete address** | |
|  | |
| **3. Contract number or other reference and type** | **4. Date of contract** |
|  |  |
| **5. Date work commenced** | **6. Date work was completed or scheduled to be completed** |
|  |  |
| **7. Contract Type and Contract Value** | **8. Final amount invoiced or amount invoiced to date** |
|  |  |
| **9a. Technical point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)** | **9b. Contracting point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)** |
|  |  |
| **9c. Environmental Regulator point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)** | **10. Consultants and partners/subcontractors used (names, addresses, and phone numbers)** |
|  |  |
| **11. Project/Contract Title** | |
|  | |
| **12. Description of contract work (Describe nature and scope)** | |
| **13. Current Status of Contract (choose one)**  **[ ] Work Continuing, On Schedule**  **[ ] Work Continuing, Behind Schedule**  **[ ] Work Completed, No further Action Pending or Underway**  **[ ] Work Completed, Routine Administrative Action Pending or Underway**  **[ ] Work Completed, Litigation Pending or Underway**  **[ ] Terminated for Convenience**  **[ ] Terminated for Default**  **[ ] Other (explain):**  Attach additional sheet if necessary (one additional sheet maximum) | |

Instructions for Completing the Reference Information Worksheet

Item 1. Insert the complete name and address of the customer, including parent organization, if any. Do not use acronyms.

Item 2. Insert the customer’s complete address, including both post office box and street addresses, if applicable.

Item 3. Insert any contract number or other contract reference used by the customer and contract type.

Item 4. Insert the date on which the contract came into existence.

Item 5. Insert the date on which you started to perform the work.

Item 6. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.

Item 7. Insert the contract type and contract value (separately listing fee if cost-type).

Item 8. Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.

Item 9a. Insert the name, title, company/agency, address, telephone number, facsimile number, and e‑mail address (if available) of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the contract.

Item 9b. Insert the name, title, company/agency, address, telephone number, facsimile number, and e‑mail address (if available) of the Contracting Officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.

Item 9c. Insert the name, title, company/agency, address, telephone number, facsimile number, and e‑mail address (if available) of (a) lead environmental regulator(s) or a State regulatory office director under whose authority environmental regulations would be enforced.

Item 10. Insert names and phone numbers of consultants and partners/subcontractors used.

Item 11. Insert the title of the project and/or contract.

Item 12. Describe the nature and scope of the work. Describe the relevance of the work to the current acquisition and discuss performance. The objective is to show how the work that you did or are doing is similar in nature and scope to the work that is to be performed under the contract contemplated by the request for proposals. Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance.

Item 13 Check the box which most accurately describes the current contract status.

## **SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS**

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

## **K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541512.

(2) The small business size standard is $27.5M.

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

(b)

(1) If the provision at [52.204-7](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1137850), 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/sites/default/files/current/far/html/52_200_206.html#wp1137850) is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

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

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

(c)

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

(i) [52.203-2](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1137583), 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/sites/default/files/current/far/html/FARTOCP13.html#wp271421);

(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/sites/default/files/current/far/html/52_200_206.html#wp1137684), 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/sites/default/files/current/far/html/52_200_206.html#wp1150648), 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/sites/default/files/current/far/html/52_200_206.html#wp1137777), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1137850), System for Award Management.

(v) [52.204-5](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1149919), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) [52.209-2](https://www.acquisition.gov/sites/default/files/current/far/html/52_207_211.html#wp1144766), Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) [52.209-5](https://www.acquisition.gov/sites/default/files/current/far/html/52_207_211.html#wp1144909), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) [52.209-11](https://www.acquisition.gov/sites/default/files/current/far/html/52_207_211.html#wp1146404), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) [52.214-14](https://www.acquisition.gov/sites/default/files/current/far/html/52_214.html#wp1129381), Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) [52.215-6](https://www.acquisition.gov/sites/default/files/current/far/html/52_215.html#wp1144523), Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) [52.219-1](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1135900), Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) [52.219-2](https://www.acquisition.gov/sites/default/files/current/far/html/52_217_221.html#wp1135943), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) [52.222-22](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1147663), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1147711), Equal Opportunity.

(xiv) [52.222-25](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1147704), 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/sites/default/files/current/far/html/52_222.html#wp1147711), Equal Opportunity.

(xv) [52.222-38](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1148142), Compliance with Veterans’ Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) [52.222-57](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1168958), Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed $50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed $500,000, which are issued after April 24, 2017.

**Note to paragraph (c)(1)(xvi)**: By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) [52.223-1](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1168785), 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/sites/default/files/current/far/html/52_223_226.html#wp1168786), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) [52.223-4](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1168826), 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/sites/default/files/current/far/html/52_223_226.html#wp1197892), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals–Representation. This provision applies to solicitation that include the clause at [52.204-7](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1137850).

(xx) [52.225-2](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169013), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1192900).

(xxi) [52.225-4](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169071), Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169038).

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) [52.225-6](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169193), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1169151).

(xxiii) [52.225-20](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1181379), Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxiv) [52.225-25](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1188714), 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/sites/default/files/current/far/html/52_223_226.html#wp1169667), 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/sites/default/files/current/far/html/52_200_206.html#wp1152369), Ownership or Control of Offeror.

\_\_ (ii) [52.204-20](https://www.acquisition.gov/sites/default/files/current/far/html/52_200_206.html#wp1152940), Predecessor of Offeror.

\_\_ (iii) [52.222-18](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1160855), Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_ (iv) [52.222-48](https://www.acquisition.gov/sites/default/files/current/far/html/52_222.html#wp1152427), 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/sites/default/files/current/far/html/52_222.html#wp1162560), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

\_\_ (vi) [52.223-9](https://www.acquisition.gov/sites/default/files/current/far/html/52_223_226.html#wp1168892), with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA–Designated Products (Alternate I only).

\_\_ (vii) [52.227-6](https://www.acquisition.gov/sites/default/files/current/far/html/52_227.html#wp1139116), Royalty Information.

\_\_ (A) Basic.

\_\_(B) Alternate I.

\_\_ (viii) [52.227-15](https://www.acquisition.gov/sites/default/files/current/far/html/52_227.html#wp1145584), Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through [https://www.acquisition.gov](https://www.acquisition.gov/). After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](https://www.acquisition.gov/sites/default/files/current/far/html/Subpart%204_12.html#wp1073667)); 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.

## **K.2 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.

## **SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS**

## **L.1 CONTENT OF RESULTING CONRACT**

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.

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

This solicitation is restricted to available Contractors under the National Institute of Health Chief Information Officer – Solutions and Partners 3 Small Business Government Wide Acquisition Contract (NIH CIO-SP3 SB GWAC). The Offeror is required to submit a copy of their NIH CIO-SP3 SB Contract in Volume I of their proposal. Offers from other entities shall not be considered.

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

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

## **L.3 AWARD WITHOUT DISCUSSIONS**

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

## **L.4 NUMBER OF AWARDS**

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

## **L.5 UNNECESSARILY ELABORATE PROPOSALS AND FILE SIZE LIMITATIONS**

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

## **L.6 DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL (OCT 2015)**

(a) Offeror. The term “offeror,” as used in this Section L, refers to the single entity submitting the proposal. The offeror may be a single corporation or a “contractor team arrangement” as defined in FAR 9.601, for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. The offeror is required to be a contract holder under the NIH CIO-SP3 small business (SB) Government-Wide Acquisition Contract (GWAC) and as such are expected to be familiar with the e-GOS web portal for submission of offers. Further instructions are located at <https://cio.egos.nigh.gov/#login>.

(b) The Department of Energy’s (DOE), National Energy Technology Laboratory (NETL) is using 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 e-GOS** **WILL BE CONSIDERED FOR AWARD**.

(c) Submission of proposals.

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

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

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

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

(5) Electronic submission of a proposal via e-GOS shall be considered the offeror’s official offer and will be considered binding. Proposals submitted through 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.

(d) Solicitation instructions and proposal information.

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

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

(e) Proposal volumes and page limitations.

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

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

(ii) Volume II, Technical and Management Proposal. 30 page limit (as specified in Volume II instructions).

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

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

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

(f) Proposal specifications.

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

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

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

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

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

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

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

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

(h) Questions.

(1) Questions regarding this solicitation must be submitted via e-GOS no later than TBD. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on e-GOS as soon as practicable. The Government will not identify prospective offerors submitting questions. Offerors must check e-GOS periodically to ascertain the status of answers to questions.

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

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

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

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

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

## **L.7 DOE-L-2002 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME I – OFFER AND OTHER DOCUMENTS (NOV 2016)**

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

(b) Format and Content.

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

MANDATORY FILE FILE NAME

File 1 Offer Cover Sheet Offer Cover Sheet.---

File 2 SF33 Form -- Solicitation, Offer and Award SF33.---

File 3 Fill in of Contract Clauses Clauses.---

File 4 Financial Responsibility Financial.---

File 5 Administrative Discussion Administrative.---

1. File 1 – Offer Cover Sheet. The offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation. The Offer Cover Sheet shall contain the following information: Solicitation Number; Solicitation Title; Company Name, Address, Point of Contact, Phone/Fax/E-mail; Type of Organization; DUNS Number; U.S. Congressional District; and County of Organization.
2. File 2 – Standard Form 33, Solicitation, Offer and Award. The SF33 Form has been uploaded with the solicitation, as a separate Word document (SF33.doc), which can be used for the Offeror to complete, save and submit as File 2. The following areas must be completed on the SF33:
   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.
   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 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.
   4. The offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF-33.
3. File 3 – Fill in of Contract Clauses.

Certain solicitation clauses have been uploaded with the solicitation, as a separate Word document (Clauses.doc), which are to be completed by the Offeror, saved and submit as File 3. All areas marked as TBD in these clauses are to be filled in by the Offeror, this information shall then be utilized to complete these specific areas prior to contract award.

1. File 4 – Financial Responsibility.
   1. To demonstrate the organization’s current financial strength and responsibility, the Offeror shall provide the following financial data:
      1. 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;
      2. the estimated percentage this proposed contract will represent of the Offeror’s total business for the first year of the contract;
      3. a copy of the most recent 10K report filed with the Securities and Exchange Commission, if any;
      4. 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
      5. if the Offeror is a limited liability corporation or other entity (including joint ventures and partnerships) created for the purpose of performing the instant contract, and such entity possesses limited resources, 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 Attachment F, Section J of this solicitation.
   2. 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.
   3. Accounting/Purchasing System – If the Offeror has a Government approved Accounting and/or Purchasing System, then the Offeror shall submit a copy of the certification from the Offeror’s cognizant Government Agency demonstrating the approval of the Offeror’s accounting system and/or purchasing system for use under this contract. In the event that the Offeror does not have an approved accounting system and/or purchasing system, the Offeror shall indicate such and provide documentation sufficient to demonstrate to the Government its fiscal responsibility to identify and track cost and purchasing procedures demonstrating sound business practices (e.g. copy of Offeror’s written policy and procedures).
2. File 5 - Administrative Discussion. Offerors shall provide the following information:
   1. NIH CIO-SP3 SB GWAC - The Offeror shall provide a copy of the NIH CIO-SP3 SB GWAC including all modifications.
   2. 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. 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 Prime Participants as well as their own.
   3. 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.
   4. Negotiators. Name(s), title(s), telephone and facsimile numbers of persons authorized to negotiate on the offeror’s behalf (reference paragraph (c)(2)(iv) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).
   5. Government agency administration. Government agency(ies) and name of its representative(s) having administrative cognizance over the offeror or parent company within the meaning of FAR subpart 42.3, Contract Administration Office Functions, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.
   6. Subcontractors and other entities. (1) Name, address, and DUNS number for all proposed, named subcontractors or other entities that will perform any portion of the contract work.
   7. Representations and certifications. If the offeror has completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8, Annual Representations and Certifications and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the offeror shall submit those changes in accordance with FAR 52.204-8. The offeror shall also complete any additional representations, certifications or other statements required in this solicitation’s Section K, Representations, certifications, and other statements of the offeror.

## **L.8 DOE-L-2003 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL AND MANAGEMENT PROPOSAL – GENERAL (OCT 2015)**

(a) The Technical and Management Proposal (Volume II), consists of the offeror’s narrative addressing the technical and management aspects of the acquisition, their capabilities and what they will do to satisfy the requirements of the Performance Work Statement. Since the Technical Proposal will be evaluated to determine such matters as understanding of the work to be performed, technical approach, and potential for completing the desired work, it should be specific and complete in every detail. The proposal should be practical and be prepared simply and economically, providing a straightforward, concise delineation of what it is the Offeror will do to satisfy the Department of Energy's requirements as set forth in Part III, Section J, Attachment A-2, Performance Work Statement.

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

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

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

(e) The Technical and Management Proposal shall consist of the following files and shall be identified in a similar manner to the filenames provided:

FILES FILENAME  
File 1: Management/Organizational Approach Plan <company name>ManagementApproach.\*\*\*

File 2: Technical Approach <company name>TechnicalApproach.\*\*\*

File 3: Experience <company name>Experience.\*\*\*

File 4: Past Performance <company name>PastPerformance.\*\*\*

PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – Technical and management proposal

**(a) FILE 1: MANAGEMENT/ORGANIZATIONAL APPROACH PLAN (<company name>ManagementApproach.\*\*\*)**

**Submit the Management/Organizational Approach Plan as File 1 of the Offeror’s Technical and Management Proposal. The Management/Organizational Approach is limited to 15 pages (15 of the 30 page limit for the Technical and Management Proposal). The page limit does not apply to cover pages, tables of contents, staffing plan, corporate organizational plan, resumes of key personnel, or letters of commitment.**

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, 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. Describe how the staff will be encouraged to achieve knowledge transfer to the Government.

The Offeror shall describe their 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 communication among its staff, subcontractors, federal staff, and other contractors.

1. Staffing Plan. The Offeror shall propose a staffing plan that depicts their staffing 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 their 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; 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 provided. 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.

1. 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, 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.
2. Transition. 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 thirty (30) calendar days.

Include the following activities among the transition activities discussed in the plan, and a strategy for:

1. assuming operational control of PWS requirements;
2. staffing, relocating, orienting, and training Key Personnel and other than Key Personnel positions and a staffing schedule;
3. inventorying and transferring Government Furnished Property;
4. establishing positive labor-management relations and employee relations at the point of transition, including addressing employee benefits, and employee concerns; and
5. 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 plans for their elimination or mitigation. The narrative shall clearly indicate the end of the transition period and assumption of normal operations.

1. 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 should be 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 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 background of the past five years of work experience in areas relevant to that required by the PWS and how this experience will be used to support NETL. Resumes 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 not simply list previous positions and work locations of the individual.

Because Key Personnel are important to decisions concerning the contract selection, transition, and operation, the Offeror shall discuss its willingness to commit to not moving Key Personnel, as long as they remain within the company/organization, for a minimum of twelve (12) months or longer. In the event any of the Key Personnel will not be committed full time to this contract, the reasons should be explained. The Offeror should describe its approach for retention of Key Personnel as well as their process to expeditiously replace Key Personnel, as necessary, with individuals of comparable quality.

The Offeror shall provide Letters of Commitment for those persons designated to fill key positions. 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):

* **MANAGER/TEAM LEAD**

The Program Manager is the most senior resident manager. This individual is responsible for the total planning, implementation, management, performance, and supervision of all DOE-authorized tasks.

In addition to the above stated minimum Key Personnel positions, the Offeror may propose other positions that are critical to the overall performance of the contract and that the Offeror considers meet the requirements of Key Personnel.

1. Resumes. Submit Key Personnel Resumes as part of File 1 of the Offeror’s Technical and Management Proposal. Provide resumes for all Key Personnel committed to the contract; do not provide resumes of Non-Key Personnel. Resumes are not included in the page limitation. 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:
2. NAME: Individual’s full name
3. PROPOSED POSITION: Title and Description.
4. ORGANIZATION AFFILIATION: Specify whether the individual is a part of the prime organization, a subcontract, or a team/partner.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. Commitment Letters. Submit letters of commitment as part of File 1 of the Offeror’s Technical and Management Proposal. The letters of commitment are not included in the page limitation.
11. Key Personnel - 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 twelve months. The letters of commitment shall also specify the percentage of time each of the Key Personnel will dedicate to the contract. For those individuals who are not already employees of the proposing organization, the letter of commitment shall demonstrate their availability, willingness to accept the position proposed, and remain committed to the contract for a minimum of twelve months. All letters of commitment shall be signed and be submitted in .pdf format. Failure to submit the required Letter of commitment for any Key Personnel may result in the Offeror receiving a lower rating for this criterion.

**(b)** **FILE 2: TECHNICAL APPROACH (<company name>Technical Approach.\*\*\*)**

**Submit the Technical Approach as File 2 of the Offeror’s technical proposal. The Technical Approach is limited to 15 pages** **(15 of the 30 page limit for the Technical and Management Proposal).**

Describe the proposed technical approach to performing the requirements of the PWS. The discussion shall address:

1. 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 activity identified in the PWS. Worker productivity and approach to correcting performance deficiencies (proactively and retroactively). How work assignments will be accomplished to meet project deadlines and schedules and how schedules will be derived or prioritized based on the volume work received;
2. Reliability – The Offeror shall describe its approach to measuring the services delivered and ensure continued improvement of services delivered. This shall 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 to national standards;
3. 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)
4. Technology – The Offeror shall describe its capabilities related to knowledge and understanding of technologies and future evolution of technologies (how it will remain 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 manage capacity requirements.
5. 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 3: EXPERIENCE (<company name>Experience.\*\*\*)

1. Offerors shall include the following information in the Volume II - Technical and Management Proposal related to the offeror’s experience (experience is not included in the page limitation):
   1. Offeror experience. The offeror shall describe its relevant experience in performing work similar in scope, size, and complexity to that described in the PWS. Similar size, scope, and complexity are defined as follows: Size (dollar value and contract duration), Scope (type of work), and Complexity (performance challenges and risk); **all three must be similar in order to be considered relevant.** The Offeror shall describe how they determined that the referenced contract met all three (size, scope and complexity) in its narrative on the referenced contract. In describing relevant experience, offerors shall describe the outcomes of specific work experiences, e.g., level to which contract requirements and objectives were met.
   2. Subcontractor and other entity experience. In addition to the offeror’s relevant experience, the offeror shall describe the relevant experience of any proposed subcontractors and any other entities that are proposed to perform work under the contract. The offeror shall describe the relevant experience - similar in size, scope, and complexity - in relation to that portion of the work proposed to be performed by the subcontractor or other entity. Other entities may include, for example, members of a limited liability company (LLC) or joint venture, an affiliate of the offeror, or other major teaming partner. In describing relevant experience, subcontractors or other entities shall describe the outcomes of specific work experiences, e.g., level to which contract requirements and objectives were met.
   3. Work to be performed. The experience provided for the offeror, subcontractors, or other entities shall describe its relevancy to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the PWS to the work to be performed by each entity, and the relevant experience of that entity. Each discrete example of experience must be attributed to a specific entity.
   4. The Offeror shall specifically describe its experience with the following:  Oracle™/ PeopleSoft™ Human Capital Management (HCM) version 9.2, Customer Relationship Management (CRM)™ HR Help Desk version 9.2, PeopleTools version 8.55, the PeopleSoft Update Manager (PUM), Test Framework and Elastic Search.  Furnish any certification documentation for determining the offeror’s level of experience.
   5. Verification of experience. The Government may verify an offeror’s or subcontractor's experience, including represented outcomes of specific work experiences, from third-party sources, including reference checks from customers, clients, and business partners.

**(d) FILE 4: PAST PERFORMANCE (<company name>PastPerformance.\*\*\*)**

1. The Offeror shall submit relevant past performance as File 4 of the Offeror’s Technical and Management Proposal. Relevant past performance information is not included in the page limitation.
   1. The Offeror shall provide no more than three contracts for similar services that are active or have been completed during the past three years to be evaluated as relevant past performance. Relevancy shall be determined by comparison of the referenced contract in Size (dollar value and contract duration), Scope (type of work), and Complexity (performance challenges and risk); **all three must be similar in order to be considered relevant. Relevancy shall be determined based on comparison to the work proposed be performed by the entity specified.** The Offeror shall describe how they determined that the referenced contract met all three (size, scope and complexity) in its narrative on the referenced contract.
   2. If the Offeror is a new business entity, subsidiary, teaming arrangement (Limited Liability Corporation (LLC) or Joint Venture (JV)), then the Offeror shall provide no more than three (3) contracts for each of the member organizations making up the Offeror’s business unit for similar services (e.g. two team members join together to form a JV then each team member of the JV will need to provide three contracts, for a total of six in this example, and submit those for consideration).
2. For each of the referenced contracts, the Offeror shall submit the Past Performance Reference Information Form provided in Part III, Section J. The Offeror may attach additional pages, if necessary.
   1. The Offeror shall forward the Past Performance Information Questionnaire as shown in Part III, Section J, for each contract or project cited above to the appropriate point of contact for that contract or project. The Offeror should use the Past Performance Information Questionnaire Cover Letter in Part III, Section J 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 (Part III, Section J) and the returned questionnaires.
   2. 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 with the information obtained and used in the evaluation of past performance.
   3. For each of the three (3) contracts identified, the Offeror shall submit the following Past Performance Reference Information:

* name of contracting activity;
* contract, subcontract, or order identification number;
* contract or subcontract type;
* total contract value;
* contracting activity, Contracting Officer and current telephone number;
* contracting activity, Program Manager name, current telephone number and fax number;
* period of performance: start date and end date;
* places of performance (city, state, country);
* staffing level;
* types of deliverables; and
* project titles, descriptions of work, including aspects of the work that the Offeror deems relevant to the requirements of the PWS.
* The Offeror shall provide information on problems encountered on the identified contracts and subcontracts and the corrective actions taken to resolve those problems. Offerors should not provide general performance information on the identified contracts as this information will be obtained from the references.

**L.9** **PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III COST PROPOSAL**

Volume III, Cost Proposal, consists of the Offeror’s fixed price for each line item identified in the Offeror’s completed Excel File, Volume III, File 1, Cost Exhibits.

Volume III, Cost Proposal, shall include the following component:

**MANDATORY FILE** **FILE NAME**

File 1 Cost Exhibits <company name>Cost Exhibits.---

**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.**

File 1 – Cost Exhibits (<company name>Cost Exhibits.---)

File 1 shall consist of cost exhibits in the format provided in this solicitation. Sample formats for each Exhibit are contained in Section J, Attachment F.

Each Offeror shall completely fill in the spaces provided in the Excel File, Volume III, File 1, Cost Exhibits indicating their Fixed Price developed based on the labor categories and full time equivalent information and Other Direct Costs by CLIN by year of performance. The information provided below is to be used in developing the firm-fixed-price for the Offeror’s Cost Proposal. The other direct costs numbers provided below represent historical cost for travel, training, subcontracts, and miscellaneous materials associated with performance and should be viewed as historical reference material for development of the fixed price offer. In addition, historical FTE information has been provided below for the Offeror to use in determining the volume of work that historically been accomplished under this requirement. Resource load information has also been included in the PWS for the Offeror to use in determining the appropriate fixed price. The Offeror is responsible for ensuring that their proposed price is sufficient to accomplish the work required using their own estimating systems.

**CLIN 1 - 6.1 Administrative**

The following table contains the labor loading for the current performance-based contract supporting CHRIS technical/administrative activities (6.1 Administrative). This includes the application Security Administrator and half of the Program Manager’s time. The staff in these positions are cross-trained and cover the application security administration, cyber compliance, application environment monitoring and support, and the overarching activities.

|  |  |  |
| --- | --- | --- |
| **Site** | **Incumbent Position Title** | **FTEs** |
| Morgantown, WV | Computer Systems Analyst I (E) | 2 |
| Morgantown, WV | Computer System Analyst II (E) | 1 |
| Morgantown, WV | Computer Programmer III (E) | 0.5 |

Other Direct Costs $10,000/year

**CLIN 2 - 6.2 System Engineering Development**

The following table contains the labor loading for the current performance-based contract supporting CHRIS development activities (6.2 System Engineering Development). This includes half of the Program Manager’s time.

|  |  |  |
| --- | --- | --- |
| **Site** | **Incumbent Position Title** | **FTEs** |
| Morgantown, WV | Computer Programmer I (E) | 1 |
| Morgantown, WV | Computer Systems Analyst II | 1 |
| Morgantown, WV | Computer System Analyst I (E) | 1 |
| Morgantown, WV | Computer Programmer III (E) | 1.3 |

Note that staff in either CLIN are cross-trained to assist and/or step in to functions from the other CLIN during times of increased work load, staff shortages, or critical efforts.

Other Direct Costs $10,000/year

**CLIN 3 - 6.3 Indefinite-Delivery-Indefinite-Quantity (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 price exhibits for this CLIN/activity. No changes to these numbers shall be accepted.

CLIN 4 – 6.4 Transition

A thirty-day transition is required. The Offeror shall propose a fixed price (no profit) for transition inclusive of all items proposed in their transition plan. The Offeror shall take into consideration the requirement for nondisplacement of qualified workers and the necessary human resources functions to interview, select, on-board, and transition any qualified incumbent workers.

## **L.10 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME IV, BUSINESS MANAGEMENT PROPOSAL**

Volume IV, Business Management Proposal will not be utilized for this solicitation. Please include all documents for evaluation in Volume II, Technical Proposal when uploading to CIO e-GOS.

## **L.11 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.12 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.

## **L.13 ALTERNATE PROPOSAL INFORMATION - NONE**

Alternate proposals are not solicited, are not desired, and shall not be evaluated.

## **L.14 TIME, DATE AND PLACE PROPOSALS ARE DUE – CIO e-GOS**

Proposals and amendments of proposals must be received not later than 4:00 PM Eastern Time by the due dates specified below. 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.

PROPOSALS, OR PROPOSAL FILES, THAT HAVE A CIO e-GOS DATE/TIME STAMP LATER THAN THE IDENTIFIED DEADLINE WILL NOT BE REVIEWED OR CONSIDERED FOR AWARD.

Volumes I, II, and III – **Due June 8, 2017**

## **L.15 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION. (FEB 1999)**

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

## **L.16 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES. (FEB 1993)**

(a) Recompetition 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 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.

## **L.17 INFORMATION OF AWARD**

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

## **L.18 DISPOSITION OF SOLICITATION MATERIALS AND PROPOSAL**

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).

## **L.19 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (OCT 2016)**

(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) database”* 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 the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM database;

(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.

(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) By submission of an Offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(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 database.

(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) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at [https://www.acquisition.gov](https://www.acquisition.gov/).

## **L.20 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING. (JUL 2016)**

(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; 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 enter its CAGE code in its offer with its name and address or otherwise include it prominently in its proposal. The CAGE code entered must be for that name and address. Enter "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. 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 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.

## **L.21 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE. (JUL 2016)**

(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; 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 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*.

## **L.22 52.214-34 SUBMISSION OF OFFERS IN 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.

## **L.23 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.

## **L.24 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR DATA OTHER THAN CERTIFIED COST OR PRICING DATA. (OCT 2010)**

(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 item exception*. For a commercial item 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.

## **L.25 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).

## **L.26 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 of firm-fixed-price activities and cost-plus-fixed-fee activities resulting from this solicitation.

## **L.27** **DOE-L-2026 SERVICE OF PROTEST (OCT 2015)**

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

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

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

U.S. Department of Energy

Assistant General Counsel for Procurement and Financial Assistance (GC-61)

1000 Independence Avenue, S.W.

Washington, DC 20585

Fax: (202) 586-4546

## **L.28 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.

## **L.29 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY. (AUG 2009)**

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

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

## **L.30 952.233-5 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.

## **SECTION M – EVALUATION FACTORS FOR AWARD**

## **M.1 GENERAL**

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

(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 grossly and obviously deficient as to be totally unacceptable on its face. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the solicitation, or if it clearly demonstrates that the offeror does not understand the requirements of the solicitation. Cursory responses or responses which merely repeat or reformulate the PWS 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 preaward 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 Contracting Officer later determines them to be necessary and may limit the competitive range for purposes of efficiency.

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

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

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

If the proposal fails to comply with material Request for Proposal (RFP) requirements or to meaningfully address major portions of the RFP as to be grossly and obviously deficient, it may be eliminated from further consideration before a detailed evaluation is performed. Deviations/exceptions taken to this solicitation will not necessarily cause a proposal to be considered unacceptable. However, a large number of deviations/exceptions or one or more significant 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.

CMMI-SVC or CMMI-DEV Level 3 or higher certification is a qualification requirement for this solicitation. Failure to provide documentation demonstrating that the Offeror has been certified at CMMI-SVC or CMMI-DEV Level 3 or higher will result in the Offeror’s proposal not being evaluated further and eliminated from consideration. Offerors are required to have a current NIH CIO-SP3 SB GWAC to be considered for award of this solicitation. Failure to provide the documentation demonstrating that the Offeror has a current NIH CIO-SP3 SB GWAC will result in the Offeror’s proposal not being evaluated further and eliminated from consideration.

## **M.3 DOE-M-2012 BASIS FOR AWARD (OCT 2015)**

The Government intends to select one offer for award of the contract that is determined to be responsive to the solicitation and is determined to be the best value to the Government. In determining the best value to the Government, the evaluation criteria for the Technical and Management Proposal, when combined, are more important than the evaluated price. The Government is more concerned with obtaining a superior technical and management proposal than making 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. The Government will assess what the strengths and weaknesses between or among competing technical and management proposals indicate from the standpoint of: (1) what the difference might mean in terms of anticipated performance, and (2) what the evaluated price to the Government would be to take advantage of the difference. The closer or more similar in merit that offerors’ technical and management proposals are evaluated to be, the more likely the evaluated price may be the determining factor in selection for award.

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

1. The Volume I, Offer and Other Documents, will be used to determine responsiveness to the solicitation.
2. Volume II, Technical and Management Proposal will be adjectivally rated. The Technical and Management Proposal criteria are listed in descending order of importance below. Within this descending order of importance Criterion 1 is of equal importance to Criterion 2, Criterion 3, and Criterion 4 combined. Criterion 3 and Criterion 4 are of equal importance. The individual elements that comprise the Criteria are not listed in order of importance and will not be individually weighted, but rather will be considered collectively in arriving at the evaluated rating of the Offeror’s proposal for each criterion.
3. Volume III, Cost Proposal will not be point scored or adjectivally rated and will be used to determine the Total Evaluated Price.
4. Volume II, Technical Proposal, is more important than the Volume III, Cost Proposal.

**M.5 EVALUATION CRITERIA – VOLUME II - TECHNICAL AND MANAGEMENT PROPOSAL**

1. **TECHNICAL CRITERION 1:** Management/Organizational Approach Plan – (Section L, File 1)
   1. The Management/Organizational Approach Plan will be evaluated based on its potential effectiveness and efficiency to successfully manage and execute the requirements of the PWS. This includes the extent to which the Management/Organizational Approach Plan addresses staffing, organizational structure, transition, and key personnel. The Governments evaluation will assess the effectiveness and efficiency of the following attributes:
      1. The approach, tools and techniques for hiring, training, retaining staff, and managing human resource levels (i.e. ramp up and ramp down) to requirements, while ensuring that skill qualifications are maintained in order to provide qualified personnel to fill the Key Personnel and other positions;
      2. The structure of roles, responsibilities, and authority of staff and Key Personnel within the proposed organization to perform the requirements of the Performance Work Statement (PWS);
      3. Appropriateness and effectiveness of staffing plan (providing qualified staff, placement in the appropriate activity, labor category selection, proposed hours, proposed subcontracts, lines of communication, and meeting minimum qualifications);
      4. The appropriateness of use of subcontracts and selection of prime participants (if any);
      5. The approach to flow down authorities from the parent organization to the Program Manager with regard to planning, work authorization and commitment, problem resolution, resources, decision making, and organizational commitment;
      6. The approach to involvement of the corporate organization (reachback, flow down of authorities, availability of corporate resources).
      7. The degree to which the offeror’s proposed approach for transitioning the work from the incumbent contractor is comprehensive, feasible, effective, and will allow a smooth and orderly transition. The evaluation will consider whether the offeror’s approach demonstrates an understanding of the important activities, issues, and risks to transition and whether its approach addresses key issues and proposes an approach that can eliminate or mitigate risks to a successful transition
      8. The Offeror will be evaluated as to the extent to which the Offeror's proposed Key Personnel demonstrate the ability to satisfy the requirements of the solicitation. The Offeror will be evaluated as to the extent to which the Offeror's Key Personnel demonstrate relevant hands-on work experience (i.e., technical, administrative, management, CMMI Level 3 environment, etc.) and successful performance through continued advancement to positions of comparable responsibility for projects of similar complexity. The Key Personnel shall be evaluated on:
         1. Years of relevant experience and skill in the relevant areas;
         2. Education (appropriateness of degrees to the proposed position, meeting or exceeding the minimum requirements)
         3. Recognition in his/her field - Relevant professional certifications and documentation of honors, awards, or special forms of professional recognition bestowed from fellows, peers, or professional, educational, Government or scientific organizations will be considered in the evaluation of this criterion.
         4. Level of commitment – DOE will evaluate the level of commitment as demonstrated in the letters of commitment to determine if they meet or exceed the minimum requirements. Failure to submit the foregoing required Letter of Commitment for any Key Personnel or Prime Participant may result in the Offeror receiving a lower rating for this criterion. Key Personnel will be evaluated based on their proposed availability to the contract (full-time, part-time).
         5. Key Personnel retention approach and succession approach will be evaluated to determine appropriateness, effectiveness and efficiency.
2. **TECHNICAL CRITERION 2:** Technical Approach – (Section L, File 2)
   1. The offeror will be evaluated on the degree to which its proposal demonstrates the offeror’s understanding, capability, and approach that will allow the successful accomplishment of the PWS. The Government’s evaluation of the Offeror’s technical approach will assess the effectiveness and efficiencies for the following attributes as it relates to the PWS:
      1. Approach to work execution
         1. Work flow
         2. Quality control
         3. Productivity and assignment control (scheduling and prioritizing)
      2. Reliability
         1. Use of proven technologies, standardization in systems and processes
         2. Planning, scheduling, tracking, root cause analysis and backlog approach
      3. Security/compliance
         1. Compliance with all applicable security laws, regulations, guidance and directives and how those are fully integrated into the environment/solutions
         2. Sensitive data is securely maintained at all levels and under all situations
      4. Technology
         1. In-depth knowledge and understanding of the technologies, including identification of future evolution of the technologies and plans for minimizing technical obsolescence and infusing new technologies as they become available and are applicable to the PWS requirements
         2. Capacity across all CLINs and functions supported
         3. Functionality and performance as related to the PWS requirements
      5. Quality Assurance and Integrated Safety Management
         1. Reasonableness of approach to development of Quality Assurance Plan and Integrated Safety Management Plan.
3. **TECHNICAL CRITERION 3:** Experience – (Section L, File 3)
   1. Offeror. The offeror will be evaluated on its recent and relevant experience performing work similar in size, scope, and complexity to that described in the PWS. DOE will evaluate the offeror’s experience to determine the relevancy of the experience and level of expertise.
      1. The offeror will be evaluated on its experience related to the support, maintenance, and upgrading of Oracle™/ PeopleSoft™ Human Capital Management (HCM) version 9.2, Customer Relationship Management (CRM)™ HR Help Desk version 9.2, PeopleTools version 8.55, the PeopleSoft Update Manager (PUM), Test Framework, and Elastic Search.
   2. Subcontractors. In addition to evaluation of the offeror’s relevant experience, the offeror’s proposed subcontractors and any other entities that are proposed to perform work under the contract will be evaluated on the degree of their relevant experience, including currency, in performing work similar in size, scope, and complexity to that proposed to be performed by that individual entity.
   3. Newly formed entity. If the offeror, subcontractors, or other performing entities are a newly formed entity with no relevant experience, the evaluation of relevant experience will be based on the experience of any parent organization(s) or member organizations in a joint venture, LLC, or other similar entity consistent with the methodology described in paragraphs (a) and (b) above. Relevant experience of predecessor companies resulting from mergers and acquisitions may also be considered.
   4. Verification of experience. The evaluation of experience may consider any information obtained by DOE from any sources including, but not limited to, third-party sources, customer references, clients, and business partners.
4. **TECHNICAL CRITERION 4:** Past Performance – (Section L, File 4)
   1. Offeror. The offeror will be evaluated on the currency, relevancy, and quality of its past performance, in performing work similar in size, scope, and complexity to that described in the PWS (for the work that they are proposed to perform). The evaluation will be to assess the offeror’s potential success in performing the work required by the contract. Similar size, scope, and complexity are defined as follows: Size (dollar value and contract duration), Scope (type of work), and Complexity (performance challenges and risk); **all three must be similar in order to be considered relevant. Relevancy shall be determined based on comparison to the work proposed be performed by the entity specified.**
   2. Subcontractors. In addition to evaluation of the offeror’s relevant past performance, the offeror’s proposed subcontractors and any other entities that are proposed to perform work under the contract will be evaluated on the quality of their recent respective past performance in performing work similar in size, scope, and complexity to that proposed to be performed by that individual entity.
   3. Newly formed entity. If the offeror, subcontractors, or other performing entities are a newly formed entity with no record of relevant past performance, the evaluation of past performance may be based on the past performance of any parent organization(s) or member organizations in a joint venture, LLC, or other similar entity consistent with the evaluation described in paragraphs (a) and (b) above. Past performance of predecessor companies resulting from mergers and acquisitions may also be considered.
   4. No record of past performance. If the offeror, subcontractors, or other performing entities do not have a record of relevant past performance or if information is not available, the offeror will be evaluated neither favorably nor unfavorably.
   5. Sources of past performance information. The Government will evaluate past performance information provided by the offeror and other available information. The Government may contact any or all of the references provided by the offeror and will consider such information obtained in its evaluation. The Government may also consider past performance information from sources other than those provided by the offeror, such as commercial and government clients, government records, regulatory agencies, and government databases such as the Government’s Contractor Performance Assessment Reporting System. The Past Performance Reference Information Form, and Past Performance Information Questionnaire identified in Part III, Section J will be used to collect this information. DOE may evaluate past performance on less than the total number of contracts/references if all the completed questionnaires are not received.

**M.6 EVALUATION CRITERIA - COST**

Volume III, Cost Proposal will neither be point-scored, nor adjectively rated, but will be evaluated to determine fairness and reasonableness. For evaluation purposes, the total evaluated price is the sum of the price for all CLINs and all contract years (including the provided estimate for the IDIQ CLIN). The Government will evaluate each Offeror’s proposed price, using one or more of the techniques defined in FAR 15.404, in order to determine if the proposed price is fair and reasonable.