

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE OF 1 2		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER DE-SOL-0011826		6. SOLICITATION ISSUE DATE 09/26/2017	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME George Lemasters			b. TELEPHONE NUMBER (No collect calls) 304-285-5271		8. OFFER DUE DATE/LOCAL TIME 10/31/2017 1500 ET	
9. ISSUED BY U.S. DOE/NETL Morgantown Campus 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880				CODE 02605	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 334111 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) SIZE STANDARD: 1,250			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO		CODE	16. ADMINISTERED BY U.S. DOE/NETL Morgantown Campus 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880					CODE 02605
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY				CODE
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Signature on File			
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Donald E. Hafer			31c. DATE SIGNED 09/26/2017	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

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SECTION B – SUPPLIES OR SERVICES/PRICES

* See NASA’s Solutions for Enterprise-Wide Procurement (SEWP) Government-Wide Acquisition Contract for additional applicable B Clauses. *

B.1 ITEMS BEING ACQUIRED

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 Statement of Work (SOW) set forth in Section C, 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 firm-fixed-price contract with a leasing agreement for certain Contract Line Item Numbers (CLINs). The contract is to refresh the High Performance Computing System (HPC) at the NETL Morgantown, WV site.

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 contract.

Base Items (CLINs 1 through 3 will be awarded with initial contract and shall not exceed a total price of \$5 million per year when combined) CLINs 1 and 3 are to be lease items, CLIN 2 is a purchase item.

CLIN 001 – Joule High Performance Computing (HPC) System Requirement (3-year lease)
\$ (TBD)/Month

CLIN 002 – Backup Storage Requirement (single purchase during year 1)
\$ (TBD)

CLIN 003 – Warranty/Maintenance/Service Agreement – Joule HPC and Backup Storage equipment
\$ (TBD)/Month

The following items are option line items (The Government reserves the right to exercise some, all, or none of the option items based on the availability of funding and determination as to whether or not it is in the Government’s best interest).

CLIN 004 – Prefabricated Data Center/Modular Data Center Infrastructure (Optional lease item)
\$ (TBD)/Month

SubCLIN 004 – Viewing/Visualization Requirement (Optional lease item)
\$ (TBD)/Month

CLIN 005 – Warranty/Maintenance/Service Agreement – PDC/MDC (Optional lease item)
\$ (TBD)/Month

CLIN 006 – Application Software Support (Annual License/Subscription)
(See Price listing appendix for item pricing)

CLIN 007 – Data Destruction/Wiping (Optional single purchase during year 1)
\$ (TBD)

CLIN 008 – Purchase price at end of lease for HPC
\$ (TBD)

CLIN 009 – SEWP – Z Handling Fees
\$ (TBD)

B.2 ESTIMATED TOTAL VALUE OF CONTRACT

The estimated total value of this contract, inclusive of base CLINs is \$5 million per year (not-to-exceed \$5M per year).

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.

B.4 NEW PRODUCTS/EQUIPMENT

Only new products/equipment will be considered for award. Refurbished or use products/equipment will not be acceptable.

SECTION C – DESCRIPTION/SPECIFICATIONS

* See NASA’s Solutions for Enterprise-Wide Procurement (SEWP) Government-Wide Acquisition Contract for additional applicable C Clauses. *

C.1 STATEMENT OF WORK

The Statement of Work is provided in Attachment A to this solicitation.

SECTION D – PACKAGING AND MARKING

* See NASA’s Solutions for Enterprise-Wide Procurement (SEWP) Government-Wide Acquisition Contract for additional applicable D Clauses. *

D.1 SPECIAL SHIPPING INSTRUCTIONS

Due to heightened security– shipments made to this site “will NOT be accepted” unless the packing slip is located on the outside of any container. The following must also appear on the outside of any container:

- Government Purchase Order Number
- Vendor Name
- Return Address

SECTION E – INSPECTION AND ACCEPTANCE

* See NASA's Solutions for Enterprise-Wide Procurement (SEWP) Government-Wide Acquisition 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. 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 NASA's Solutions for Enterprise-Wide Procurement (SEWP) Government-Wide Acquisition Contract for additional applicable F Clauses. *

F.1 PERIOD OF PERFORMANCE (BASE CONTRACT WITH OPTION(S))

BASE

The work to be performed under the Base items (Reference Part I, Section B) shall commence on the effective date of the contract and shall continue for **twenty-eight (28) weeks**. The lease period of performance shall be **3-years**.

NOTE: The Government may elect to exercise any, all, or none of the optional items within the time periods established below.

OPTION ITEMS

Option items (CLINs 4-7) may be exercised at the time of award or throughout the twenty-eight (28) week performance period of the base items. CLIN 008 may be exercised at the end of the 3-year lease period.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance under this contract shall be at the National Energy Technology Laboratory, Morgantown, WV.

SECTION G - CONTRACT ADMINISTRATION DATA

* See NASA's Solutions for Enterprise-Wide Procurement (SEWP) Government-Wide Acquisition Contract for additional applicable G Clauses. *

G.1 CORRESPONDENCE PROCEDURES

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

A. Technical Correspondence

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

B. Property Correspondence

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

C. Indirect Rate Correspondence

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

D. Correspondence on Patent or Technical Data Issues

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

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

E. Other Correspondence

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

F. Subject Line(s)

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

G.2 SUBMISSION OF VOUCHERS/INVOICES

A. Voucher/Invoice Form (SF 1034)

Contractors may use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) for submittal of a voucher/invoice. Electronic version of the SF1034 can be found on the NETL website at <http://www.netl.doe.gov/business/forms.html>. Acceptable substitutes for the form (which provides the same necessary information) may be used.

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

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

B. Submission of Voucher

Submit the original voucher including any 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

C. 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).

D. 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."

E. 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.

F. Status of Payments

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

G.3 NOTICE OF INVOICE PROCESSING BY SUPPORT CONTRACTOR

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

G.4 OBSERVANCE OF LEGAL HOLIDAYS

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

1. New Year's Day

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

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

SECTION H - SPECIAL CONTRACT REQUIREMENTS

* See NASA's Solutions for Enterprise-Wide Procurement (SEWP) Government-Wide Acquisition Contract for additional applicable H Clauses. *

H.1 TECHNICAL DIRECTION

- (a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
 - a. Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, required pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.
 - b. Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
 - c. Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- (b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:
 - a. Constitutes an assignment of additional work outside the Statement of Work;
 - b. Constitutes a change as defined in the contract clause entitled "Changes";
 - c. In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - d. Changes any of the expressed terms, conditions or specifications of the contract; or
 - e. Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (c) All technical directions shall be issued in writing by the COR.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:
 - a. Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract; or
 - b. Advise the Contractor within a reasonable time that the Government will issue a written change order.
- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes - Alternate I."

H.2 MODIFICATION AUTHORITY

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

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

H.3 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.4 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.5 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.6 ACCESS TO DOE-OWNED OR LEASED FACILITIES

- A. The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:

1. Is, or is suspected of being, a terrorist;
2. Is the subject of an outstanding warrant;
3. Has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
4. Has presented false or forged identity source documents;
5. Has been barred from Federal employment;
6. Is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
7. Is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

B. The Contractor shall assure:

1. In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.
2. In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE –owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

C. The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee’s application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (B)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.

D. The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor’s employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.

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

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

H.7 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.8 COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS

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

SECTION I – CONTRACT CLAUSES

* See NASA’s Solutions for Enterprise-Wide Procurement (SEWP) Government-Wide Acquisition Contract for additional applicable I Clauses. *

SECTION J – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

* See NASA’s Solutions for Enterprise-Wide Procurement (SEWP) Government-Wide Acquisition Contract for additional applicable J Clauses. *

J.1 LIST OF ATTACHMENTS/EXHIBITS

ATTACHMENT	DESCRIPTION
A	Statement of Work
B	Reporting Requirements
C	Master Lease

SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

* See NASA's Solutions for Enterprise-Wide Procurement (SEWP) Government-Wide Acquisition Contract for additional applicable K Provisions. *

SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

* See NASA’s Solutions for Enterprise-Wide Procurement (SEWP) Government-Wide Acquisition Contract for additional applicable K Provisions. *

L.1 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this RFP will contain PART I - The Schedule, PART II - Contract Clauses, and PART III, Section J - List of Attachments (excluding those attachments included in this RFP relating only to submission of proposals). Blank areas appearing in these sections, indicated by "(TBD)" will be completed prior to contract award.

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 NASA’s Solutions for Enterprise-Wide Procurement (SEWP) Government-Wide Acquisition Contract. Offers from other entities shall not be considered.

Only proposals offering the full range of items for CLINs 1 – 3 will be evaluated and considered for award.

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 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 PROPOSAL PREPARATION INSTRUCTIONS - GENERAL

The Department of Energy’s (DOE), National Energy Technology Laboratory (NETL) is using NASA’s SEWP web portal to disseminate the solicitation, receive questions, and accept proposals for this Request for Proposal (RFP). **ONLY PROPOSALS SUBMITTED THROUGH NASA SEWP WILL BE CONSIDERED FOR AWARD.**

Offerors are required to be contract holders under the NASA SEWP GWAC and as such are expected to be familiar with the NASA SEWP web portal.

(A) OVERALL ARRANGEMENT OF PROPOSAL

The overall proposal shall consist of three (3) physically separated volumes, individually entitled as stated below and submitted through NASA SEWP.

PROPOSAL VOLUME -- TITLE	PAGE LIMITATION
Volume I -- Offer and Other Documents	None
Volume II -- Technical Proposal	None
Volume III -- Price Proposal	None

(B) ELECTRONIC SUBMISSION

Proposals must be submitted through the NASA SEWP web portal in accordance with the instructions in this solicitation. ONLY PROPOSALS SUBMITTED THROUGH NASA SEWP WILL BE CONSIDERED FOR AWARD.

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

Electronic files of a large size may take a considerable amount of time to upload. It is your responsibility to allow an adequate amount of time for your proposal submission.

(C) ELECTRONIC SIGNATURE

Proposals submitted through NASA SEWP 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.

L.6 PREPARATION INSTRUCTIONS: VOLUME I – OFFER AND OTHER DOCUMENTS

Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, and acknowledgments, identification of technical data to be withheld, and any deviations taken.

For consistency, the Offeror is instructed to use the file names specified below. Filename extensions shall clearly indicate the software application used for preparation of the documents, i.e., ".pdf" for Adobe Acrobat, ".doc" for Word, or ".xls" for Excel files (version 2007 or earlier):

(A) FORMAT AND CONTENT

Volume I, Offer 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 Administrative Discussion	Administrative.---

(B) FILE 1, OFFER COVER SHEET (Offer Cover Sheet.---

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.

(C) FILE 2, SF33 FORM - SOLICITATION, OFFER AND AWARD (SF33.---

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 90 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 NASA SEWP constitute submission of electronically signed proposals. The name of the authorized organizational representative (i.e. the administrative official, who, on behalf of the proposing organization, is authorized to make certifications and assurances or to commit the Offeror to the conduct of a project) must be

typed in the signature block on the form to be accepted as an electronic signature. A scanned copy of the signed document is not required.

(D) FILE 3, ADMINISTRATIVE DISCUSSION (Administrative.---

The Offeror’s administrative discussion shall address the following:

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 -- Price Proposal. Any exceptions taken must contain sufficient justification to permit evaluation. The benefit to the Government shall be explained for each exception taken. Any exceptions or deviations may make the proposal unacceptable for award without discussions and may be eliminated from further consideration. Any exceptions or deviations to Section I of the RFP, or any FAR or DEAR clauses elsewhere in the RFP, will make the proposal non-responsive to this RFP. If the Offeror does not submit their Representations and Certifications electronically as indicated in Section K then the Offeror must submit them as an exception and include them in this file. This file shall also contain any justification for noncompetitive proposed subcontracts and any request for waiver of patent clauses.

L.7 PREPARATION INSTRUCTIONS: VOLUME II – TECHNICAL PROPOSAL

Volume II - Technical Proposal consists of the Offeror's narrative addressing the technical and management aspects of the acquisition. Since the Technical Proposal will be evaluated to determine best value to the Government, 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 Attachment A, Statement of Work.

The Technical Proposal shall be evaluated strictly on the merit of the material submitted.

Failure to respond or follow the instructions regarding the organization and content of the technical proposal may result in the Offeror’s proposal being deemed unacceptable or receiving a lower rating.

For consistency, the Offeror is instructed to use the file names specified below. Filename extensions shall clearly indicate the software application used for preparation of the documents, i.e., ".pdf" for Adobe Acrobat, or ".doc" for Word files:

The following provides instructions for submitting the technical proposal. Information on the evaluation of the proposal is found in Section M. Failure to provide complete information may result in a lower evaluation score.

(a) FORMAT AND CONTENT

Use the file names specified below when submitting documents. All files must be in portable document format (.pdf) or Word 2003 (.doc) or later format.

<u>FILES</u>	<u>FILENAME</u>
File 1: Computational Capability	<company name>Computational.***
File 2: Schedule	<company name>Schedule.***
File 3: Past Performance	<company name>PastPerformance.***
File 4: Option Items and SB Participation	<company name>OptionSB.***

(B) FILE 1: Computational Capability (<company name>Computational.*)**

Submit the Computational Capability as File 1 of the Offeror’s technical proposal.

Describe the proposed computational capability and supporting systems to meet the HPC refresh requirements of the Statement of Work (SOW). A complete, concise description of the proposed Joule system architecture, including all major system components plus any features that should be considered in the design is required to be provided. The proposal shall address:

- (a) An overall system architectural diagram showing all node types and quantities, interconnect(s), and bandwidths of data pathways between components.

- (b) An architectural diagram of each node type showing all elements of the node.
- (c) To enable evaluation of the HPC Overall Performance Evaluation, offeror shall provide detailed description of the following performance metrics:
 - 1. Peak FLOPs per core per clock cycle;
 - 2. Peak TFLOPS (notional);
 - 3. Peak MFLOPS (notional);
 - 4. Power Consumption
 - 5. Total memory
 - 6. CUDA core count
 - 7. Memory Bandwidth
 - 8. Interconnect Bandwidth
 - 9. Power Utilization Efficiency
 - 10. UPS support of Storage, Login, Maintenance Nodes
- (d) To enable evaluation of Compute Node specification and performance, offeror shall provide detailed description of the following performance metrics and specifications:
 - 1. Node count
 - 2. Chassis configuration
 - 3. Core count
 - 4. Provide detailed specifications for compute node:
 - a. CPU
 - b. Power Supply
 - c. RAM
 - d. GPU Cards
 - e. RAID
 - f. Networking
 - g. Operating System compatibility
- (e) To enable evaluation of Login Node specifications and performance, offeror shall provide detailed description of the following performance metrics and specifications:
 - 1. Node Count
 - 2. Chassis configuration
 - 3. Core Counts
 - 4. Provide detailed specifications for:
 - a. CPU
 - b. Power Supply
 - c. RAM
 - d. GPU Cards
 - e. RAID
 - f. Networking
 - g. Operating System compatibility
 - h. Rack space
 - i. Local storage
- (f) To enable evaluation of Maintenance Node specifications and performance, offeror shall provide detailed description of the following performance metrics and specifications:
 - 1. Node count
 - 2. Chassis configuration
 - 3. Core Counts
 - 4. Provide detailed specifications for:
 - a. CPU
 - b. Power Supply
 - c. RAM
 - d. GPU Cards
 - e. RAID
 - f. Networking
 - g. Operating System compatibility
 - h. Rack space
 - i. Local storage

- (g) To enable evaluation of Firewall System specifications and performance, offeror shall provide detailed specifications for the following components and supporting systems:
 1. CPU
 2. Power Supply
 3. RAM
 4. GPU Cards
 5. RAID
 6. Networking
 7. Operating System compatibility
 8. Rack space
 9. Local storage
- (h) To enable evaluation of the Compute Network specifications and performance, offeror shall provide detailed specifications for the hardware and the following performance metrics:
 1. Speed
 2. Latency
 3. Blocking Factor
 4. Cable Routing Plan
- (i) To enable evaluation of the Access Network specifications and performance, offeror shall provide detailed hardware specifications and the following performance metrics:
 1. Speed
 2. Uplink modules
 3. Connections to storage, login, firewall nodes
 4. Bridge to maintenance network
- (j) To enable evaluation of Maintenance Network specifications and performance, offeror shall provide detailed hardware specifications and the following performance metrics:
 1. Speed
 2. Uplink modules
 3. Aggregation of rack level connections
 4. Bridge to Access network
- (k) To enable evaluation of the HPC Primary Storage System specifications and performance, offeror shall provide detailed hardware specifications and performance metrics as follows:
 1. Total primary storage size
 2. Number of storage servers
 3. Provide storage server hardware and performance specifications
 - a. Blocking connections
 - b. Ethernet connection to Access Network
 - c. Ethernet connection to Maintenance Network
 - d. Ram
 - e. Burst buffer cache
 - f. Power supplies
 - g. Raid Controller
 - h. IPMI Support and Gigabit Ethernet Management Network
 - i. Operating system compatibility
 - j. File system and meta-data servers
- (l) To enable evaluation of the HPC Backup Storage System (CLIN 2) specifications and performance, the offeror shall provide detailed hardware specifications and performance metrics as follows:
 1. Backup Servers and JBOD enclosures
 2. Ethernet port
 3. IPMI support for login nodes
 4. Gigabit Ethernet Network
 5. RAID
 6. Operating System compatibility
 7. Power supplies
 8. JBOD enclosure and hard drive count
 9. Rack
 10. Power

- (m) The Offeror shall provide engineering support documentation for the re-use of the existing PDC/MDC as indicated in the SOW (engineering support documentation must also be provided for any optional replacement of the existing PDC/MDC, see File 4 below). The engineering support documentation shall indicate the proposed estimated PUE associated with the proposed HPC configuration and shall include at a minimum:
- a. Air Flow
 - b. Cooling and cooling calculations
 - c. Electrical circuit routing
 - d. Network cable routing and management
 - e. Fire detection and suppression
 - f. Access systems
 - g. Phone/communications
 - h. Floor Plan showing server locations

(C) FILE 2: Schedule (<company name>Schedule.*)**

Submit the proposed schedule as File 2 of the Offeror's technical proposal.

The proposed schedule shall consist of a transition plan, data destruction/wiping process plan, and overall completion milestone schedule.

The transition plan shall include a plan narrative and GANTT chart showing activities contained in the proposal (e.g. final design, testing and burn-in, equipment delivery, removal and replacement of HPC, refurbishment and or replacement of PDC/MDC (if proposed), addition of viewing/visualization area (if proposed), startup and commissioning activities, etc.)

- The Joule supercomputer is vital to the research conducted at NETL. Offerors shall make every effort to limit downtime during transition from the existing to the new HPC (e.g. staged installation so portions of the HPC can be running while construction and remaining refresh systems are installed).

The data destruction/wiping process plan shall include a detailed description of the proposed wiping process to be used on hard drives.

The overall completion milestone schedule shall be a summary schedule with major or critical milestones identified and projected completion dates.

(D) FILE 3: Past Performance (<company name>Past Performance.*)**

The Offeror shall submit relevant past performance as File 3 of the Offeror's technical proposal.

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 to the required design and installation of a High Performance Computing system similar to that requested in this solicitation. 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.

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).

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.

1. Past Performance - 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 the corrective actions taken to resolve those problems.

(E) FILE 4: Options and Small Business Participation (<company name>OptionSB.*)**

The Offeror shall provide all necessary information for evaluation of any proposed alternatives and options associated with its proposal. If the Offeror proposes to modify or replace the PDC/MDC housing unit, then a separate engineering documentation is required to be submitted for each alternative approach proposed.

The Offeror shall describe any planned or proposed small business participation. Small business participation may be proposed or provided as either prime offeror (small business taking the lead on the action) or through subcontracting opportunities.

L.8 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III, PRICE PROPOSAL

- A. General. Volume III, Price Proposal, shall consist of the Offeror's proposed fixed price for the required lease items and purchase items. Note: CLINs 1 through 3 shall not exceed \$5 million dollars per year (three-year lease) this is inclusive of the CLIN 2 purchase item which is to be included in year 1.
- B. Format and Content. The Offeror shall provide a price proposal document. The price proposal document shall be inclusive of all items proposed. Alternative approaches shall be priced separately in the price proposal so as to clearly identify the price associated with each alternative approach proposed. Option items shall be priced separately and may be executed individually if desired by the Government. The software pricing shall list separate pricing for each proposed software item (a sample pricing schedule is provided for the software option).

For consistency, the Offeror is instructed to use the file names specified below. Filename extensions shall clearly indicate the software application used for preparation of the documents, i.e., “.pdf” for Adobe Acrobat, “.xls” for EXCEL, or “.doc” for Word files (version 2003 or earlier).

Volume III, Price Proposal, shall include the following document (a sample format has been provided but is not required to be used):

MANDATORY FILES	FILE NAME
File 1 Price Proposal	<company name>Price.---

L.9 TIME, DATE AND PLACE PROPOSALS ARE DUE – NASA SEWP

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 NASA SEWP DATE/TIME STAMP LATER THAN THE IDENTIFIED DEADLINE WILL NOT BE REVIEWED OR CONSIDERED FOR AWARD.

Volumes I, II, and III – **Due October 31, 2017**

L.10 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.11 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.12 52.233-2 SERVICE OF PROTEST. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: Contracting Officer, Department of Energy, National Energy Technology Laboratory, 3610 Collins Ferry Road, P.O. Box 880, Mail Stop I07, Morgantown, WV 26507-0880.

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

L.13 52.237-1 SITE VISIT. (APR 1984)

Offerors 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.

A site visit is scheduled for October 12, 2017. All Offerors are highly encouraged to attend to view the existing PDC/MDC and HPC. To attend the site visit, the Offeror must send a list of attendees (all must be U.S. Citizens with valid Real ID photo identification) to George.Lemasters@netl.doe.gov no later than Tuesday, October 10, 2017 by 4:30 PM.

L.14 952.233-4 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.15 952.233-5 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

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.

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.

M.3 BASIS FOR CONTRACT AWARD

The Government intends to award one contract to the responsible Offeror whose proposal is responsive to the solicitation, determined to be the best value and most advantageous to the Government. However, as stated in Section L, Number of Awards, the Government reserves the right to make any number of awards, or no award, if such a decision is considered to be in the best interest of the Government. Selection of the best value to the Government will be achieved through a process of evaluating the strengths and/or weaknesses of each Offeror's proposal in accordance with the evaluation factors set forth in this section (Section M).

In determining the best value to the Government, the Technical Evaluation Criteria are more important than the Total Evaluated Price. The Government is more concerned with obtaining a superior technical proposal than making an award at the lowest price. The Government will assess the strengths, weaknesses, and deficiencies between or among competing technical proposals from the standpoint of what the difference might mean in terms of anticipated performance. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one technical proposal over another. The Government has provided that CLINS 1 through 3 price may not exceed \$5M per year.

M.4 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA

Volume I, Offer and Other Documents, will be used to determine responsiveness to the solicitation.

Volume III, Price Proposal will not be point scored or adjectivally rated and will be used to determine the Total Evaluated Price.

Volume II, Technical Proposal, is more important than the Volume III, Price Proposal. Volume II, Technical Proposal will be adjectivally rated. The relative importance of the Technical Proposal Criteria is as follows; Criterion 1 is the most important criterion; Criterion 2 is the next most important Criterion. Criterion 3 and Criterion 4 are equally rated. Criterion 1 is of more importance than the combined importance of Criterion 2, 3, and 4. Criterion 3 and Criterion 4 are of equal importance. Criterion 3 and Criterion 4, when combined, are of equal importance to Criterion 2. 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 as a whole in developing an overall rating for each criterion.

M.5 EVALUATION CRITERIA – TECHNICAL

Aspects of the proposals will be evaluated in accordance with the following criteria, which are listed in descending order of importance. Section L contains information/instruction regarding the contents of the technical proposal that will be evaluated. The

individual elements that comprise each criterion are not listed in order of importance and will not be individually weighted, but rather will be considered as a whole in developing an overall rating for each criterion.

TECHNICAL CRITERION 1: COMPUTATIONAL CAPABILITY – (Section L, File 1)

- a. The Offerors Technical Proposal will be evaluated based on its potential computational capacity and the quality of supporting hardware systems. The minimum requirements have been provided in the statement of work for meeting minimum computational capacity. Offerors will be evaluated based on the following attributes:
 - (a) HPC Overall Performance
 - (b) Compute Node
 - (c) Login Node
 - (d) Maintenance Node
 - (e) Firewall System
 - (f) Compute Network
 - (g) Access Network
 - (h) Maintenance Network
 - (i) HPC Primary Storage System
 - (j) Backup Storage (CLIN 2)

TECHNICAL CRITERION 2: SCHEDULE – (Section L, File 2)

- a. The offeror will be evaluated on the viability, effectiveness, and efficiency of its proposed schedule to deliver, install, troubleshoot and resolve issues, and deploy the refresh equipment.

TECHNICAL CRITERION 3: PAST PERFORMANCE – (Section L, File 3)

- a. 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.**
- b. Newly formed entity. If the Offeror is 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.
- c. No record of past performance. If the Offeror does not have a record of relevant past performance or if information is not available, the offeror will be evaluated neither favorably nor unfavorably.
- d. 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.

TECHNICAL CRITERION 4: OPTION ITEMS AND SMALL BUSINESS PARTICIPATION – (Section L, File 4)

- a. The offeror will be evaluated on the viability, effectiveness, and efficiency of all proposed option items relative to reasonableness of approach and items proposed, impact to overall schedule for acceptance of any proposed option items, and capability or improvement obtained by acceptance of any proposed option items.

- b. The Offeror will be evaluated based on its use of small business entities either as a prime offeror or through small business subcontracting. An offeror who identifies reasonable use of small business entities may be graded higher in this criterion than those who have no potential for small business participation.

M.6 EVALUATION CRITERIA - PRICE

Volume III, Price Proposal will neither be point-scored, nor adjectivally rated, but will be evaluated to determine price reasonableness. The Government will determine the total evaluated price by adding the fixed-price for CLINs 1 through 3.

DOE 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.