

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 214	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DE-SOL-0010954	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 03/31/2017	6. REQUISITION/PURCHASE NUMBER 17EE001652
7. ISSUED BY U.S. DOE/NETL Morgantown Campus 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880		CODE 02605	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1630 ET local time 05/01/2017
(Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Joseph S. Saunders	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
	AREA CODE 304	NUMBER 285-4298	EXT.	joseph.saunders@netl.doe.gov	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Brent M. Burns		27. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	28. AWARD DATE

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-SOL-0010954

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FOB: Destination Period of Performance: 09/13/2017 to 09/12/2022 BASE PERIOD Utility Management Support Services for the Federal Energy Management Program (FEMP) Office Services are being required based upon a hybrid contract type of both Cost Reimbursement and Firm-Fixed-Price Contract Line Item Numbers (CLIN) based upon Part I, Section B, Services Being Acquired. Period of Performance: 09/13/2017 to 09/12/2018				
00002	OPTION PERIODS Utility Management Support Services for the Federal Energy Management Program (FEMP) Office Services are being required based upon a hybrid contract type of both Cost Reimbursement and Firm-Fixed-Price Contract Line Item Numbers (CLIN) based upon Part I, Section B, Services Being Acquired. (Option Line Item) Period of Performance: 09/13/2018 to 09/12/2022				

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Section B - Supplies or Services/Prices

B.1. SERVICES BEING ACQUIRED – UTILITY MANAGEMENT SUPPORT SERVICES FOR THE FEDERAL ENERGY MANAGEMENT PROGRAM

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, and fulfill the other requirements of the contract including contract reporting set forth in the PWS. This contract is a hybrid blend of Cost-Plus-Fixed-Fee (CPFF) and Firm-Fixed-Price (FFP) Contract Line Item Numbers (CLINs). The contract provides Utility Management Support Services as 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 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 contract.

Base Period (Effective date through 12 months)			
Item Number	Description (Cost-Plus-Fixed-Fee)	Estimate	Total Est Cost/Fee
SubCLIN 1a	Regulatory Intervention Support Services		
	Estimated DPLH	_____	
	Estimated Cost (based on level of effort)	\$ _____	
	Fixed-Fee	\$ _____	
	Total Estimated Cost plus Fixed-Fee		\$ _____
SubCLIN 1b	Technical Support Services		
	Estimated DPLH	_____	
	Estimated Cost (based on level of effort)	\$ _____	
	Fixed-Fee	\$ _____	
	Total Estimated Cost plus Fixed-Fee		\$ _____
Item Number	Description (Firm-Fixed-Price)		Total Price
SubCLIN 2a	Project and Program Management & Administration Support		\$ _____
SubCLIN 2b	Regulatory Monitoring Services		\$ _____
CLIN 3	Transition Activities		\$ _____

Option Period I (13 months through 24 months)

Item Number	Description (Cost-Plus-Fixed-Fee)	Estimate	Total Est Cost/Fee
SubCLIN 1a	Regulatory Intervention Support Services		
	Estimated DPLH	_____	
	Estimated Cost (based on level of effort)	\$ _____	
	Fixed-Fee	\$ _____	
	Total Estimated Cost plus Fixed-Fee		\$ _____
SubCLIN 1b	Technical Support Services		
	Estimated DPLH	_____	
	Estimated Cost (based on level of effort)	\$ _____	
	Fixed-Fee	\$ _____	
	Total Estimated Cost plus Fixed-Fee		\$ _____
Item Number	Description (Firm-Fixed-Price)	Total Price	
SubCLIN 2a	Project and Program Management & Administration Support		\$ _____
SubCLIN 2b	Regulatory Monitoring Services		\$ _____

Option Period II (25 months through 36 months)

Item Number	Description (Cost-Plus-Fixed-Fee)	Estimate	Total Est Cost/Fee
SubCLIN 1a	Regulatory Intervention Support Services		
	Estimated DPLH	_____	
	Estimated Cost (based on level of effort)	\$ _____	
	Fixed-Fee	\$ _____	
	Total Estimated Cost plus Fixed-Fee		\$ _____
SubCLIN 1b	Technical Support Services		
	Estimated DPLH	_____	
	Estimated Cost (based on level of effort)	\$ _____	
	Fixed-Fee	\$ _____	
	Total Estimated Cost plus Fixed-Fee		\$ _____
Item Number	Description (Firm-Fixed-Price)	Total Price	
SubCLIN 2a	Project and Program Management & Administration Support		\$ _____
SubCLIN 2b	Regulatory Monitoring Services		\$ _____

Option Period III (37 months through 48 months)

Item Number	Description (Cost-Plus-Fixed-Fee)	Estimate	Total Est Cost/Fee
SubCLIN 1a	Regulatory Intervention Support Services		
	Estimated DPLH	_____	
	Estimated Cost (based on level of effort)	\$ _____	
	Fixed-Fee	\$ _____	
	Total Estimated Cost plus Fixed-Fee		\$ _____
SubCLIN 1b	Technical Support Services		
	Estimated DPLH	_____	
	Estimated Cost (based on level of effort)	\$ _____	
	Fixed-Fee	\$ _____	
	Total Estimated Cost plus Fixed-Fee		\$ _____
Item Number	Description (Firm-Fixed-Price)		Total Price
SubCLIN 2a	Project and Program Management & Administration Support		\$ _____
SubCLIN 2b	Regulatory Monitoring Services		\$ _____

Option Period IV (49 months through 60 months)

Item Number	Description (Cost-Plus-Fixed-Fee)	Estimate	Total Est Cost/Fee
SubCLIN 1a	Regulatory Intervention Support Services		
	Estimated DPLH	_____	
	Estimated Cost (based on level of effort)	\$ _____	
	Fixed-Fee	\$ _____	
	Total Estimated Cost plus Fixed-Fee		\$ _____
SubCLIN 1b	Technical Support Services		
	Estimated DPLH	_____	
	Estimated Cost (based on level of effort)	\$ _____	
	Fixed-Fee	\$ _____	
	Total Estimated Cost plus Fixed-Fee		\$ _____
Item Number	Description (Firm-Fixed-Price)		Total Price
SubCLIN 2a	Project and Program Management & Administration Support		\$ _____
SubCLIN 2b	Regulatory Monitoring Services		\$ _____

(End of clause)

B.2. ESTIMATED TOTAL VALUE OF CONTRACT

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

(End of clause)

B.3. DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014)

Pursuant to the clause of this contract at FAR 52.232-22, Limitation of Funds, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

Total Funds Obligated	Available for Payment	
\$[TBD]	From: [TBD]	To: [TBD]

(End of clause)

Section C - Description/Specifications

C.1 DOE-C-2002 Performance Work Statement (OCT 2014)

The Performance Work Statement (PWS) is located in Part III, Section J, Attachment A to this contract.

(End of clause)

Section D - Packaging and Marking

D.1 DOE-D-2001 Packaging and Marking (OCT 2014)

- (a) Preservation, packaging and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.
- (b) Each package, report or other deliverable shall be accompanied by a letter or other document which –
- (1) Identifies the contract by number pursuant to which the item is being delivered;
 - (2) Identifies the deliverable item number or report requirement which requires the delivered item; and
 - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

(End of clause)

Section E - Inspection and Acceptance

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 in Section E and applicable to the type of CLIN (i.e. Firm-Firm-Fixed-Price or Cost Reimbursement). If the Contracting Officer assigns this responsibility to the Contracting Officer's Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

(End of clause)

E.2. 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996) (Firm-Fixed-Price CLIN Only)

(a) *Definition:* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may -

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may -

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

(End of clause)

E.3. 52.246-5 Inspection of Services - Cost-Reimbursement. (APR 1984) (Cost Reimbursement CLIN Only)

(a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may -

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may -

(1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or

(2) Terminate the contract for default.

(End of clause)

Section F - Deliveries or Performance

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

BASE CONTRACT

The work to be performed under the Base Contract (Reference Part I, Section B) shall commence on the effective date of the contract and shall continue for **twelve (12) months**. NOTE: The Government may elect not to exercise any of the options, to exercise some option, or to exercise all options.

OPTION I

If Option I is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of **twelve (12) months** (months thirteen (13) through twenty-four (24)).

OPTION II

If Option II is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of **twelve (12) months** (months twenty-five (25) through thirty-six (36)).

OPTION III

If Option III is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of **twelve (12) months** (months thirty-seven (37) through forty-eight (48)).

OPTION IV

If Option IV is exercised, the work to be performed under the Contract option (Reference Part I, Section B) shall be for a period of **twelve (12) months** (months forty-nine (49) through sixty (60)).

(End of clause)

F.2. 52.242-15 Stop-Work Order. (AUG 1989) (Firm-Fixed-Price CLIN Only)

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

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

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

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

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

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

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

(End of clause)

F.3. 52.242-15 Stop-Work Order. (AUG 1989) - Alternate I (APR 1984) (Cost-Reimbursement)

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

(1) Cancel the stop-work order; or

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

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

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

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

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

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

(End of clause)

Section G - Contract Administration Data

G.1. DOE-G-2001 Contracting Officer Authority (OCT 2014)

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

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

(End of clause)

G.2. DOE-G-2002 Contracting Officer's Representative (OCT 2014)

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

(End of clause)

G.3. DOE-G-2003 Contractor's Program Manager (OCT 2014)

(a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

(End of clause)

G.4. DOE-G-2007 Contractor Performance Assessment Reporting (OCT 2014)

(a) The Contracting Officer will document the Contractor's performance under this contract (including any task orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information." Performance assessments entered into CPARS by the Contracting Officer are transmitted to the Past Performance Information Retrieval System (PPIRS) which is maintained by the Department of Defense (DoD). Information in PPIRS is available to authorized Government personnel seeking past performance information when evaluating proposals for award.

(b) Contractor performance will be evaluated at least annually at the contract or task order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) quality, (2) schedule, (3)

business relations, (4) business management/key personnel, and (5) cost/price. PPIRS information is available at <http://www.ppirs.gov>, and CPARS information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training that can be found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within thirty (30) calendar days of the request.

(c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.

(d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the contract in accordance with other applicable clauses in this contract.

(End of clause)

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.

(End of clause)

G.6. 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.

(End of clause)

G.7. SUBMISSION OF VOUCHERS/INVOICES

A. Voucher Form (SF 1034)

In requesting reimbursement, contractors shall use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal), and F4220.50 (Statement of Cost). Electronic versions of the SF1034 and the F4220.50 can be found on the NETL website at <http://www.netl.doe.gov/business/forms.html>. The Statement of Cost shall be supported by the information contained in Paragraph (c) of this clause. Acceptable substitutes for the forms (which provide the same necessary information) may be used.

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

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

B. Statement of Cost

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

C. Supporting Documentation

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

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

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

Cost Element	Current Period	Cumulative Total
Firm-Fixed-Price (FFP CLIN)	XXXX	XXXX
Cost Incurred (cost reimbursement CLIN)	XXXX	XXXX
Fixed Fee (cost reimbursement CLIN)	XXXX	XXXX
DPLH (cost reimbursement CLIN)	XXXX	XXXX

D. Submission of Voucher

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

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

E. Billing Period

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

F. Payment Method

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

G. Defective Invoices

Invoices that are determined to be defective, and therefore not suitable for payment, shall be returned to the Contractor as soon as practicable, specifying the reason(s) why the invoice is not proper.

H. Status of Payments

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

I. Invoice Approval

The Contract Specialist and Invoice Approving Official is Joseph Saunders. The Contracting Officer's Representative (COR) for the purposes of monitoring and coordinating the technical requirements of this contract is **[TBD]**.

(End of clause)

G.8. NOTICE OF INVOICE PROCESSING BY SUPPORT CONTRACTOR

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

(End of clause)

G.9. PAYMENT OF FIXED FEE

In accordance with 52.216-8, the amount of fee payment will be based upon the approved fee schedule of the contract. The fee schedule shall include a reserve withholding of not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less.

The total amount of fixed fee earned under the contract upon its expiration shall be 100% of the fixed fee set forth in the schedule; provided, however, that the level of effort delivered under the contract equals or exceeds 90% of the specified level of effort to be delivered under the contract. If the level of effort delivered under the contract is less than 90% of the specified level of effort to be delivered under the contract then the total amount of fixed fee earned shall be a prorated amount derived by dividing the level of effort received by the specified level of effort to be delivered under the contract, and multiplying the result by the total fixed fee set forth in the schedule.

(End of clause)

Section H - Special Contract Requirements

H.1. DOE-H-2013 Consecutive Numbering (OCT 2014)

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

(End of clause)

H.2. DOE-H-2029 Position Qualifications (OCT 2014)

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

(End of clause)

H.3. DOE-H-2031 Level-of-Effort (OCT 2014)

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

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

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

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

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

(End of clause)

H.4. DOE-H-2033 Alternative Dispute Resolution (OCT 2014)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

(b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.

(c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

(d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.

(e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

(End of clause)

H.5. DOE-H-2048 Public Affairs – Contractor Releases Of Information (OCT 2014)

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least seven (7) calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

(End of clause)

H.6. DOE-H-2051 Annual Representations And Certifications And Other Statements Of The Offeror (OCT 2014)

(a) Pursuant to the clause at FAR 52.204-8, Annual Representations and Certifications, the Contractor's Online Representations and Certifications Application (ORCA) dated [TBD] is hereby incorporated into the contract by reference.

(b) The Contractor, by signing this contract, certifies that it has verified that its ORCA submission incorporated by reference into this contract pursuant to paragraph (a) above is current, accurate, complete, and applicable to this contract.

(End of clause)

H.7. 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.

(End of clause)

H.8. DOE-H-2065 Reporting Of Fraud, Waste, Abuse, Corruption, Or Mismanagement (OCT 2014)

The Contractor shall comply with the following:

- (a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).
- (b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
- (c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.
- (d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.
- (e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- (f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- (g) Ensure that all their employees understand that they must –
 - (1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;
 - (2) Not impede or hinder another employee's cooperation with the OIG; and
 - (3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

(h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

H.9. DOE-H-2070 Key Personnel (OCT 2014)

(a) Pursuant to the clause at DEAR 952.215-70, Key Personnel, the key personnel for this contract are identified below:

Name:	Position/Title
[TBD]	Senior Utility Task Manager (Program Manager)
[TBD]	Senior Regulatory Proceeding Expert
[TBD]	Regulatory Proceeding Analyst / Expert
[TBD]	[TBD]
[TBD]	[TBD]

In addition to the requirement for the Contracting Officer’s approval before removing, replacing, or diverting any of the listed key personnel, the Contracting Officer’s approval is also required for any change to the position assignment of a current key person.

(b) Key personnel team requirements. The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be permanently assigned to their respective positions.

(c) Definitions. In addition to the definitions contained in the clause at DEAR 952.215-70, the following shall apply:

(1) The term “reasonably in advance” is defined as thirty (30) calendar days.

(2) Key personnel are considered “managerial personnel” under the clause at “Key Personnel.”

(End of clause)

H.10. DOE-H-2075 Prohibition on Funding for Certain Nondisclosure Agreements (OCT 2014)

The Contractor agrees that:

a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this contract if such policies, forms or agreements do not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”

b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

H.11. DOE-H-2076 LOBBYING RESTRICTIONS (OCT 2014)

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. § 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

(End of clause)

H.12. COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS

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

H.13. 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.

(End of clause)

H.14. WORK BREAKDOWN STRUCTURE

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

- A. WBS Structure Use – The Contractor shall use the WBS structure approved by the COR as the basis for all contractual reporting, invoicing, and accounting;
- B. Changes in WBS – On an annual basis the Contractor shall review their WBS Structure to ensure continued compliance with the work required. If a change is determined to be necessary, the Contractor shall submit a revised WBS for review and approval;

C. Subcontract WBS – The Contractor shall include the requirements of this clause in all cost-reimbursement subcontracts it issues when:

1. The value of the subcontract is greater than \$250,000, unless specifically waived by the Contracting Officer; or
2. The Contracting Officer determines that the subcontractor effort is, or involves, a critical area related to the contract.

D. Example:

1. WBS Level 1: Contract Level Reporting
2. WBS Level 2: CLIN Level Reporting
3. WBS Level 3: SubCLIN Level Reporting (if needed)
4. WBS Level 4: Activity Level Reporting (if needed)

Further levels as appropriate.

(End of clause)

H.15. 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 seven (7) days in advance of the start of travel.

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

H.16. LIMITATION OF INDIRECT COST (COST-REIMBURSABLE CLIN ONLY)

Notwithstanding any other clause(s) of this contract, the Government shall not reimburse the Contractor for any site overhead 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]
Overhead	\$(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]
Overhead	[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, “Designation And Consent Of Major Or Critical Subcontracts.” 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.17. ANNUAL INDIRECT RATE SUBMISSIONS (COST-REIMBURSABLE CLIN ONLY)

A. Introduction

1. Indirect billing, revised billing (as necessary), and final rate agreements must be established between a Contractor and the Department of Energy (DOE) for each of the Contractor’s fiscal years for the life of the contract. These indirect rate billing 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) shall be responsible for establishing final indirect cost rates for each business unit. These rates shall be binding on 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 with the largest dollar amount of negotiated contracts, including options, by fiscal year with a Contractor.
5. Sections (B) and (C) or (D) of this clause define the requirements to be followed by the Contractor in establishing indirect rates for contracts when DOE is the CFA and when DOE is not the CFA. Specific instructions for submittal of indirect rate proposals to agencies other than DOE must be obtained from the agency involved.

B. Requirements whether or not DOE is the CFA

1. Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable sections of FAR Part 30, “Cost Accounting Standards Administration,” 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 Management Contracting Officer (IRMCO). 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 IRMCO.
3. The Contractor shall continue to use the latest DOE or CFA approved billing rate(s) which have been acknowledged by the DOE IRMCO 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 IRMCO that use of said rates would not provide for an equitable recovery of indirect costs. In those instances, the DOE IRMCO 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 PricingGroup@netl.doe.gov.

C. Requirements when DOE is the CFA

1. No later than six (6) months after the close of its fiscal year, the Contractor shall identify to the DOE IRMCO all of its contracts with Federal agencies, either as a prime or as a subcontractor (any level), and provide the following information for those contracts:
 - Name of Federal Agency
 - Contract Number
 - Contract Value (total and by fiscal year)
 - Period of performance
 - Type of contract (CPFF, FFP, etc.)
2. In accordance with the “Allowable Cost and Payment” clause (DEAR 952.216-7) the Contractor, as soon as possible but not later than six (6) months after the close of its fiscal year, shall submit to the DOE IRMCO, identified in paragraph (b)(4) of this clause, a proposal for final indirect rates based on the Contractor’s actual costs for the period, together with all supporting data. The Contractor’s failure to provide the required rate proposals in a timely manner may impact payment of vouchers and could ultimately result in suspension of payments for the indirect expense portion of the vouchers.
3. The settlement of the final indirect rates and indirect costs shall be accomplished prior to the Contracting Officer’s approval of the final payment.
4. Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the DOE IRMCO. 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 IRMCO (see FAR 42.704).

5. The Contractor shall provide to the DOE IRMCO annually, no later than 30 calendar days after the close of its fiscal year, a billing rate proposal for the ensuing fiscal year, with supporting data. Failure to provide the required rate proposals in a timely fashion may impact payment of vouchers and could ultimately result in suspension of the indirect expense portion of vouchers.
6. If the projected indirect expenses or bases change substantially during any fiscal year, the Contractor shall notify the DOE IRMCO in writing and request an adjustment to the indirect billing rates. Upon review of the revised billing rate proposal the DOE IRMCO may adjust the previously approved billing rates. Such adjustments will apply retroactively to all billings containing the previously approved rates for the fiscal year in question and the Contractor shall make all appropriate adjustments on its next voucher.

D. Requirements when DOE is not the CFA

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

H.18. SUBCONTRACTOR FACILITIES CAPITAL COST OF MONEY

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

Section I - Contract Clauses

- I.1. 52.202-1 Definitions. (NOV 2013)
- I.2. 52.203-3 Gratuities. (APR 1984)
- I.3. 52.203-5 Covenant Against Contingent Fees. (MAY 2014)
- I.4. 52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)
- I.5. 52.203-7 Anti-Kickback Procedures. (MAY 2014)
- I.6. 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
- I.7. 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
- I.8. 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
- I.9. 52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)
- I.10. 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements. (JAN 2017)
- I.11. 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
- I.12. 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (OCT 2016)
- I.13. 52.204-13 System for Award Management Maintenance. (OCT 2016)
- I.14. 52.204-14 Service Contract Reporting Requirements. (OCT 2016)
- I.15. 52.204-22 Alternative Line Item Proposal. (JAN 2017)
- I.16. 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)
- I.17. 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters. (JUL 2013)
- I.18. 52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)
- I.19. 52.215-2 Audit and Records - Negotiation. (OCT 2010)
- I.20. 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)
- I.21. 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data - Modifications. (AUG 2011)
- I.22. 52.215-13 Subcontractor Certified Cost or Pricing Data - Modifications. (OCT 2010)
- I.23. 52.215-17 Waiver of Facilities Capital Cost of Money. (OCT 1997)
- I.24. 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010)
- I.25. 52.215-23 Limitations on Pass-Through Charges. (OCT 2009)

I.26. 52.216-7 Allowable Cost and Payment. (JUN 2013) (COST REIMBURSEMENT CLIN ONLY)

I.27. 52.216-8 Fixed Fee. (JUN 2011) (COST REIMBURSEMENT CLIN ONLY)

I.28. 52.217-8 Option to Extend Services. (NOV 1999)

I.29. 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within fifteen (15) calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

(End of clause)

I.30. 52.219-6 Notice of Total Small Business Set-Aside. (NOV 2011)

I.31. 52.219-8 Utilization of Small Business Concerns. (NOV 2016)

I.32. 52.219-14 Limitations on Subcontracting. (JAN 2017)

I.33. 52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)

I.34. 52.222-2 Payment for Overtime Premiums. (JUL 1990) (COST REIMBURSEMENT CLIN ONLY)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed **\$0*** or the overtime premium is paid for work-

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

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

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

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

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

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

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

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

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

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of clause)

I.35. 52.222-3 Convict Labor. (JUN 2003)

I.36. 52.222-4 Contract Work Hours and Safety Standards - Overtime Compensation. (MAY 2014)

I.37. 52.222-17 Nondisplacement of Qualified Workers. (MAY 2014)

I.38. 52.222-21 Prohibition of segregated facilities. (APR 2015)

I.39. 52.222-26 Equal Opportunity. (SEP 2016)

I.40. 52.222-35 Equal Opportunity for Veterans. (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.41. 52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.42. 52.222-37 Employment Reports on Veterans. (FEB 2016)

I.43. 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)

I.44. 52.222-50 Combating Trafficking in Persons. (MAR 2015)

I.45. 52.222-54 Employment Eligibility Verification. (OCT 2015)

I.46. 52.222-60 Paycheck Transparency (Executive Order 13673) (OCT 2016)

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

- (1) The Fair Labor Standards Act.
- (2) [40 U.S.C. chapter 31](#), subchapter IV, Wage Rate Requirements (Construction) (formerly known as the Davis Bacon Act).
- (3) [41 U.S.C. chapter 67](#), Service Contract Labor Standards (formerly known as the Service Contract Act of 1965).

(b) Content of wage statement.

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

- (i) The total number of hours worked in the pay period;
- (ii) The number of those hours that were overtime hours;
- (iii) The rate of pay (e.g., hourly rate, piece rate);
- (iv) The gross pay; and

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

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

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

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

(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.

(End of Clause)

- I.47. 52.223-6 Drug-Free Workplace. (MAY 2001)**
- I.48. 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)**
- I.49. 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)**
- I.50. 52.227-1 Authorization and Consent. (DEC 2007)**
- I.51. 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)**
- I.52. 52.227-3 Patent Indemnity. (APR 1984)**
- I.53. 52.227-14 Rights in Data-General. (MAY 2014)**
- I.54. 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.

(End of clause)

- I.55. 52.228-7 Insurance - Liability to Third Persons. (MAR 1996)**
- I.56. 52.229-3 Federal, State, and Local Taxes. (FEB 2013)**
- I.57. 52.232-1 Payments. (APR 1984) (FIRM-FIXED-PRICE CLINs ONLY)**
- I.58. 52.232-9 Limitation on Withholding of Payments. (APR 1984)**
- I.59. 52.232-17 Interest. (MAY 2014)**
- I.60. 52.232-18 Availability of Funds. (APR 1984)**

- I.61. 52.232-22 Limitation of Funds. (APR 1984) (COST REIMBURSEMENT CLIN ONLY)**
- I.62. 52.232-23 Assignment of Claims. (MAY 2014)**
- I.63. 52.232-25 Prompt Payment. (JAN 2017) - Alternate I (FEB 2002)**
- I.64. 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)**
- I.65. 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)**
- I.66. 52.233-1 Disputes. (MAY 2014)**
- I.67. 52.233-3 Protest after Award. (AUG 1996) - Alternate I (JUN 1985)**
- I.68. 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**
- I.69. 52.237-3 Continuity of Services. (JAN 1991)**
- I.70. 52.242-1 Notice of Intent to Disallow Costs. (APR 1984) (COST REIMBURSEMENT CLIN ONLY)**
- I.71. 52.242-3 Penalties for Unallowable Costs. (MAY 2014) (COST REIMBURSEMENT CLIN ONLY)**
- I.72. 52.242-4 Certification of Final Indirect Costs. (JAN 1997) (Cost Reimbursement CLIN Only)**
- I.73. 52.242-13 Bankruptcy. (JUL 1995)**
- I.74. 52.243-1 Changes - Fixed-Price. (AUG 1987) - Alternate I (APR 1984) (Firm-Fixed-Price CLIN only)**
- I.75. 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate I (APR 1984) (Cost Reimbursement CLIN only)**
- I.76. 52.244-2 Subcontracts. (OCT 2010)**

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Any subcontracts with a value greater than \$10,000.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting-

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c) or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination-

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

See Section H, Designation And Consent Of Major Or Critical Subcontracts.

(End of clause)

- I.77. 52.244-5 Competition in Subcontracting. (DEC 1996) (COST REIMBURSEMENT CLIN ONLY)**
- I.78. 52.244-6 Subcontracts for Commercial Items. (JAN 2017)**
- I.79. 52.246-25 Limitation of Liability - Services. (FEB 1997)**
- I.80. 52.247-63 Preference for U.S.-Flag Air Carriers. (JUN 2003)**
- I.81. 52.249-4 Termination for Convenience of the Government (Services) (Short Form). (APR 1984) (Firm-Fixed-Price CLIN Only)**
- I.82. 52.249-6 Termination (Cost-Reimbursement). (MAY 2004) (Cost Reimbursement CLIN Only)**
- I.83. 52.249-14 Excusable Delays. (APR 1984) (COST REIMBURSEMENT CLIN ONLY)**
- I.84. 52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/> or <https://www.acquisition.gov/?q=browsefar>.

(End of clause)

I.85. 952.202-1 Definitions.

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

(c) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.

(End of clause)

I.86. 952.204-75 Public Affairs. (DEC 2000)

- (a) The Contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding DOE policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.
- (b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.
- (c) The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.
- (d) The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.
- (e) Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with Members of Congress relating to the effort performed under the contract.
- (f) In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.
- (g) In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the Department and fully and accurately credit the Department for its role in funding programs and projects resulting in scientific, technical, and other achievements.

(End of Clause)

I.87. 952.208-70 Printing. (APR 1984)

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

- (1) The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.
- (2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the Contractor shall notify the Contracting Officer in writing and obtain the Contracting Officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.
- (3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.
- (4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

(End of clause)

I.88. 952.209-72 Organizational conflicts of interest. (AUG 2009)

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

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

(1) Use of Contractor's Work Product.

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

(End of clause)

I.89. 952.215-70 Key Personnel. (DEC 2000)

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

(1) Notify the Contracting Officer reasonably in advance;

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

(3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

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

(End of clause)

I.90. 952.216-7 Allowable cost and payment.

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

(End of clause)

I.91. 952.226-74 Displaced employee hiring preference. (JUNE 1997)

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

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

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

I.92. 952.242-70 Technical Direction. (DEC 2000)

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
- (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order;
or
- (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

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

(End of Clause)

I.93. 952.251-70 Contractor employee travel discounts. (AUG 2009)

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

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

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

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

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

(f) Obtaining travel discounts.

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

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

OFFICIAL AGENCY LETTERHEAD

TO: Participating Vendor

SUBJECT: OFFICIAL TRAVEL OF GOVERNMENT CONTRACTOR

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

SIGNATURE, Title and telephone number of Contracting Officer

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

J.1. **DOE-J-2001 List of Attachments (OCT 2015)**

The following attachments constitute part of this contract:

Attachment Number	Title	Pages
A	Performance Work Statement (PWS)	12
B	Position Qualifications	4
C	Past Performance Information Questionnaire Cover Letter	1
D	Past Performance Questionnaire	3
E	Performance Reference Information Form	2
F	Cost Exhibits	10

J.2. Attachment A Performance Work Statement (PWS)

Performance Work Statement Federal Energy Management Program (FEMP) Utility Management Support Services Version 1.0 – 2017-03-24

1.0 CONTRACT STRUCTURE

The Department of Energy (DOE), National Energy Technology Laboratory (NETL) requires Utility Management Support Services for the DOE Federal Energy Management Program (FEMP) and the DOE Office of General Counsel (OGC) to mitigate programmatic impacts of the increasing cost of utility services. This contract will provide technical support services that will assist in meeting programmatic objectives through participation in utility rate proceedings to protect the DOE and other Federal Executive Agencies (FEAs) consumer and programmatic interests. Additionally, this contract will provide support services in determining the most cost effective way to meet the utility service requirements at DOE and DOE National Nuclear Security Administration facilities, together referred to as DOE Facilities, herein. The Contractor shall perform work on a contract line item number (CLIN) basis. The contract will contain two (2) CLINs, which are summarized below in Section 5.0 Contract Line Item Numbers (CLINS).

2.0 BACKGROUND

DOE is one of the largest consumers of energy in the United States. DOE's facilities consume approximately \$455 Million in utility services for electricity, natural gas and water. DOE has been delegated authority to procure utility services on behalf of its sites and facilities from the United States General Services Administration (GSA). GSA has also delegated authority to DOE to intervene in regulatory proceedings before certain public utility commissions and other regulatory bodies to represent the consumer interests of specified Federal Executive Agencies (FEAs).

In accordance with its delegation from GSA, DOE has an established program to represent FEA consumer interests in regulatory proceedings and for the acquisition and management of DOE facility utility services. The primary goal of the program is to insure the best value for these utility services and to protect the consumer interests of DOE. This program is managed by FEMP and the DOE Office of General Counsel, at the DOE Headquarters, in Washington, DC.

3.0 PURPOSE

The purpose of this contract is to provide services that will assist DOE and DOE OGC in (1) participating in utility regulatory proceedings to protect DOE facility consumer interests; and, (2) determining the most effective strategies for acquiring utility services or right-sizing infrastructure to meet the needs of DOE facilities. As a direct result of contract performance, FEMP expects to achieve and obtain the following:

- Quality energy related support services in all functional areas covering all DOE facilities.
- Timely, highly accurate and defensible recommendations and deliverables (including but not limited to reports, presentations, depositions, and written testimony for Government consideration).
- Analysis, evaluation, recommendations, and deliverables to assist the Government in making faster, better informed decisions concerning DOE utility acquisition strategies, right-sizing infrastructure and regulatory intervention activities on behalf of the FEAs.
- Proactive identification of potential issues, with related analysis, evaluation, and recommendations to the Government for potential solutions.
- Cost avoidance/cost savings results and other benefits accrued through Contractor's efforts in performing this contract.
- Support for concurrent efforts across multiple jurisdictions.

The Contractor shall provide the full range of technical and professional utility management support services necessary to meet contract requirements.

4.0 OVERSIGHT AND MANAGEMENT

The Contractor shall provide a Program Manager to serve as the Contractor's authorized supervisor for technical and administrative performance of all work. The Program Manager shall receive and execute, on behalf of the Contractor, such technical direction as the

DOE Contracting Officer's Representative (COR) may issue within the terms and conditions of the contract. The Government shall not exercise any supervision or control 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. Historically, the Senior Utilities Task Manager functioned in dual roles as the Program Manager.

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, increasingly know and understand FEMP's mission, its policies, and utility and regulatory environments within which the Department's facilities operate while leveraging available reports and prior work on related topics. The Contractor shall institute procedures to refresh and enhance this knowledge and understanding. Employees shall remain technically current in their fields of expertise.

5.0 CONTRACT LINE ITEM NUMBERS (CLINs)

The Contractor shall perform work on a contract line item number (CLIN) basis. The contract will contain three (3) CLINs. Summaries of these CLINs are as follows.

CLIN 1 –Regulatory Intervention Support and Technical Support Services (Cost Reimbursement)

CLIN 2 – Project and Program Management and Regulatory Monitoring Services (Firm-Fixed-Price)

CLIN 3 – Transition Activities (Firm-Fixed-Price)

5.1 CLIN 1 –Regulatory Intervention Support and Technical Support Services (Cost Reimbursement)

CLIN Type

This CLIN is planned to be cost reimbursement.

Place of Performance

The place of performance for this CLIN is primarily Contractor's offices with occasional travel to DOE sites.

Objectives

The objective of the technical and regulatory intervention support services CLIN is to provide timely, accurate and professionally written expert analysis that FEMP can depend on when making utility acquisition planning decisions. The contractor is expected to provide timely, accurate and professionally written expert analysis that FEMP and OGC can depend on when participating in or considering participating in regulatory proceedings.

Scope/Requirements

SubCLIN 1a Regulatory Intervention Support Services. Contractor will provide timely regulatory support to FEMP and OGC in jurisdictions where DOE's consumer interests may be affected; such support may be required under short, inflexible, critical deadlines required by the relevant State Commission. The Contractor shall also assist DOE in any settlement or other negotiations related to a regulatory proceeding. The Contractor shall provide testimony on cost allocation, rate design, tariff, cost of capital and revenue requirement issues. All travel and/or work under all SubCLINs may only commence at the direction of the COR.

SubCLIN 1a-1 Preliminary Analysis of Regulatory Action

The Contractor shall prepare preliminary review and analysis of State, local, Federal or other regulatory filings that affect DOE consumer interests. These regulatory filings will vary greatly in content and volume and include items such as the utility company's direct testimony, schedules, exhibits, pertinent studies, and supporting appendices. The Contractor shall identify from this preliminary review all major issues affecting specific DOE locations and the selected sites of other major FEAs. The Contractor shall estimate the annual financial impact to DOE and the identified FEAs and provide information to support a Government decision on whether to proceed with an intervention based on the likelihood of achieving the stated results. The Government shall ultimately make the determination whether to proceed with intervention in a regulatory action.

When applicable, using information from the Preliminary Analysis, the Contractor shall provide assistance to DOE in monitoring certain utility cases, such as fuel or purchased power adjustment proceedings, when DOE does not decide to actively participate in the proceeding. In those cases, the Contractor shall review the testimony and pleadings of the utility and other intervenors and provide DOE with periodic updates on the progress of the case when there may be forthcoming or potential impacts on DOE or other FEA sites.

SubCLIN 1a-2 Detailed Analysis of Regulatory Action(s)

Provide a thorough review and analysis of all documents filed by all parties to a regulatory action, including those submitted by the affected utility company and other intervenors, either initially or during the course of the regulatory action. Review and analyze the facts, findings, conclusions, opinions, and orders of the regulatory body in accordance with the overall objectives of DOE and/or other FEAs. Prepare and provide accounting, economic, financial, engineering, regulatory, or other public utility studies, exhibits, expert testimonies, and evaluations as requested by the Government. Such reviews and analyses may include:

- Rate Design, Rate Base, Rate of Return, Cost of Service, Revenue Requirements, and components of the overall Rate of Return.
- Attrition Allowances
- Capital Structure
- Administrative and General Expenses
- Operation and Maintenance Expenses
- Depreciation Expenses
- Utility Plant In Service
- Amortization of Utility Plant Acquisition or Losses or Conversion Expenses
- Taxes Other than Income Taxes; Federal Income Taxes; Provision for Deferred Income Taxes; Investment Tax Credits; and Accumulation of Deferred Taxes
- Gains or Losses from Disposition of Utility Plant
- Allowances for Funds Used During Construction
- Interest Charges
- Extraordinary Items
- Land and Plant Held for Future Use
- Construction Work in Progress
- Contributions in Aid of Construction
- Allowances for Working Capital, Materials and Supplies, and Prepayments
- Pollution Control Equipment
- Proposed Merger Impacts
- Policy Questions Raised by Commission or of Importance to DOE/FEA

SubCLIN 1a-3 Regulatory Participation and Organizational Meeting

Contractor will meet with FEMP and OGC to discuss rate case or other regulatory participation and an organized approach to that participation, including a timeline that will be established and approved by OGC and FEMP.

SubCLIN 1a-4 Data Request Support for Applicant/Application Testimony

The Contractor shall assist OGC in developing necessary Data Requests to the Company / Applicant based upon its Application/Direct Testimony.

SubCLIN 1a-5 Technical Support

Contractor to provide technical input for briefs, pleadings and settlement negotiations to DOE OGC.

SubCLIN 1a-6 Data Request Support for Intervenor Testimony

Contractor will assist DOE OGC in developing and/or responding to necessary data requests, appearing in depositions, and distributing such data requests and/or responses. Prepare multiple data requests as needed and review responses to data requests of DOE and all other parties.

SubCLIN 1a-7 Expert Testimony Support

Develop and provide pre-filed expert testimony in support of the DOE determined positions and issues, subject to DOE oversight and final approval. Prepare proposed expert testimony in the format required by the regulatory body or as otherwise specified. Present testimony as an expert witness in support of DOE determined positions and issues, for consideration by State, local, Federal and other regulatory bodies, as requested and pre-approved by DOE. Such testimony may include accounting, economic, financial, engineering, regulatory, or other public utility studies, exhibits, expert testimonies, and evaluations as directed and pre-approved by DOE.

- Prepare and file direct and cross-rebuttal testimony.
- Provide material to and assist DOE counsel as needed to prepare DOE counsel to cross examine the utility's and other intervenors' witnesses.
- Brief DOE and/or FEA legal counsel and other representatives on proposed cross-examination questions and expected answers of all witnesses as identified by DOE's legal counsel, as well as assisting in the development of cross-examination questions.
- Attend hearings to stand for cross examination.
- Identify data request responses that other relevant documents/material that should be offered into evidence at hearings as exhibits.
- As requested by the COR and in coordination with FEMP and OGC, the contractor shall provide expert testimony representing the positions taken by DOE on all major issues where DOE determines testimony is required including traveling to hearings and testifying in person.

SubCLIN 1a-8 Settlement Negotiations Support

As directed by the COR, the contractor shall provide appropriate direct technical support to FEMP and OGC during settlement negotiations and provide an analysis to DOE of the impact of any settlement offers. The Contractor shall support FEMP and OGC by traveling to settlement negotiations in person (as appropriate).

- Participate (in person, as needed and as appropriate) in settlement negotiations when requested and attend settlement conferences as requested.
- Assist DOE with any negotiations (as appropriate) related to the docket and/or a new, existing or modification to a service agreement as requested.

SubCLIN 1a-9 Hearings Support

Contractor will attend hearings of regulatory bodies, as requested by DOE and provide technical advice and expert opinion during the course of hearings in the capacity of an expert witness, in conformance with DOE positions and issues, as requested and pre-approved by DOE. Any expert opinion provided by the Contractor is expressly subject to DOE oversight and final approval.

SubCLIN 1a-10 Briefing Support

Contractor will provide technical advice and expert opinion to counsel during the course of drafting Initial, Reply and any further briefs authorized to be filed by the state public utility commission. Contractor will review brief drafts and provide comments consistent with DOE positions.

SubCLIN 1a-11 Preliminary Order Review

Contractor will review any preliminary order issued by the Administrative Law Judge to a proceeding and provide technical advice and expert opinion advising counsel on any and all exceptions counsel may need to take to the preliminary order to best represent DOE positions in the case. Contractor will advise counsel of the monetary impacts

of each topic relevant to DOE covered in the Preliminary Order to aid counsel in determining whether Exceptions are warranted.

SubCLIN 1a-12 Motions Support

Contractor will provide technical advice and expert opinion to aid counsel, as needed, in the development of Motions for Rehearing or Reconsideration, and all other motions, as determined by counsel, required to assist DOE’s participation in the case. Contractor will review all motions and provide comments in conformance with DOE positions, as requested by counsel.

SubCLIN 1a-13 Final Order Review/Evaluation Report

Provide a final evaluation report on DOE’s activities in the case. Review and analyze final orders and/or opinions issued by the regulatory body. Prepare and submit to DOE a Final Order Review which includes a brief synopsis of the entire regulatory proceeding and identifies the issues that were decided in favor of or against DOE and identified FEAs. Provide a listing of the issues identified in the Final Order Review with an estimate of the annual dollar impact, and other Government/DOE facility benefits, and recommendations on issues to be addressed in future regulatory proceedings.

Deliverables/Schedule

SubCLIN	Due Date	Deliverable
1a-1: Preliminary Analysis of Regulatory Action	No less than 5 business days prior to the deadline to intervene.	Complete a Preliminary Analysis. Detail sufficient to enable OGC to make an informed rate case participation decision.
1a-2: Detailed Analysis of Regulatory Action(s)	Within 30 days of company application to State Commission.	Provide a comprehensive analysis of all aspects of regulatory action. Detail sufficient to (1) enable OGC to make an informed rate case participation decision, and (2) to identify issues to conduct Discovery.
1a-3: Regulatory Participation and Organizational Meeting	Upon issuance of Case Schedule and as requested by OGC.	Establishment of rate case Consultant deadlines in consultation with OGC and FEMP.
1a-4: Data Request Support for Applicant/Application Testimony	Ten working days following Organizational Meeting.	Send Data Requests on Applicant Direct Testimony to OGC.
1a-5: Technical Support	As requested by OGC.	Provide DOE technical input on Motions and other pleadings as required by DOE OGC.
1a-6: Data Request Support for Intervenor Testimony	As set by OGC and based upon the procedural schedule.	Send Discovery Requests on Intervenor Direct Testimony to OGC.
1a-7: Expert Testimony Support	At least ten working days prior to scheduled filing dates adopted by the governing PUC	Provide draft testimony and exhibits to DOE Counsel.

	Sufficient time in accord with approved case schedule and as requested by OGC.	Review Intervener and Staff Direct Testimony and prepare Data Requests related to testimony.
	In accord with approved Scheduling Order and as requested by OGC.	Provide Rebuttal Testimony to Staff and Intervener Testimony to OGC.
	In accord with approved Scheduling Order and as request by OGC.	Review Applicant Rebuttal Testimony and provide Data Requests to OGC.
	In accord with approved Scheduling Order and as request by OGC.	Provide Surrebuttal Testimony, as required, to DOE OGC.
	In accord with approved Scheduling Order and as request by OGC.	Review Staff, Intervener and Company Surrebuttal Testimony and provide Discovery Requests, as needed, to OGC
1a-8: Settlement Negotiations Support	Pursuant to schedules adopted by the governing PUC and as requested by DOE OGC.	Evaluate the settlement proposal offered by the utility; identify what rate impacts the proposal will have to the site; provide a recommendation on whether to accept, reject, or counter the proposal.
1a-9: Hearings Support	Pursuant to schedules adopted by the governing PUC and as requested by OGC.	Attend hearings as necessary to defend testimony and to provide support in the cross examination of other witnesses. Provide Direct and Cross Examination support material to OGC and engage in preparation for Hearing.
1a-10: Briefing Support	Pursuant to schedules adopted by the governing PUC and as requested by OGC.	Provide support for Initial and Responsive Briefs to OGC.
1a-11: Preliminary Order Review	Pursuant to schedules adopted by the governing PUC or State Law and as requested by OGC.	Review Preliminary Order and provide support for Briefs on Exceptions to OGC.
1a-12: Motions Support	Pursuant to schedules adopted by the governing PUC and as requested by OGC.	Provide support on Motions for Rehearing, as needed, to OGC.
1a-13: Final Order Review/Evaluation Report	Within 30 days of a Final Order or an accepted settlement, or as requested by OGC.	Prepare a Final Order Review summarizing the consequences and results of DOE intervention, and the monetary impacts on DOE and FEAs.

SubCLIN 1a – Resource Load Information

This subCLIN is composed of 13 activities to be performed. Historical information identifying the average activity DPLH and the number of times requested is provided for informational purposes. The following table contains the average total DPLH per quantity per year for the current performance-based contract supporting FEMP. This data is provided for informational purposes only.

SubCLIN 1a	DPLH per Quantity	Yearly Quantity
1a-1	29	4
1a-2	62	3
1a-3	7	3
1a-4	46	3
1a-5	109	2
1a-6	74	3
1a-7	144	2

SubCLIN 1a	Total DPLH	Yearly Quantity
1a-8	15	3
1a-9	44	3
1a-10	34	3
1a-11	10	3
1a-12	17	3
1a-13	16	3

SubCLIN 1b Technical Support Services. The Contractor shall provide support in evaluating supply options, preparing procurement documents, reviewing draft utility supply contracts, providing appropriate negotiation support and recommendations on energy-related matters that provide the best value to the DOE. This will include technical and procurement support to FEMP and DOE facilities on energy-related matters that affect DOE facilities, occasionally on short notice. The required studies, reports, and other technical analysis shall cover all facets of utility services and physical utility plant, as directed, including planning, engineering and economic issues which affect the acquisition and management of utility services. The Contractor shall provide support primarily for electric and natural gas utility services with occasional support for water utility services. All travel and/or work under all SubCLINs may only commence at the direction of the COR.

SubCLIN 1b-1 Options and Alternatives Studies Support

The Contractor shall assist DOE in its efforts to evaluate the economics of alternative energy supply, energy conservation, or load management investments and activities. Contractor will evaluate draft business plans and develop and/or review independent estimates and forecasts of energy prices and avoided costs. Contractor may also be required to conduct economic and engineering studies of available utility supply options to assist DOE in the development of recommended strategies to meet facility requirements in a manner that provides the best value to DOE. This includes evaluating and proposing alternative options and methods for the Government's consideration in improving efficiency, reducing costs and making effective use of the energy, supplies and utility plant facilities under various conditions of use. The Contractor shall analyze the DOE facility's power supply options given the specific supply considerations and constraints associated with the facility and provide recommendations regarding the best solution to the current power supply situation. Travel to the DOE facility in question may be required.

SubCLIN 1b-2 Procurement Support

The contractor shall provide support in implementing competitive procurements of electric power that are undertaken by DOE, or, on DOE's behalf by the Defense Logistics Agency (DLA) Energy, General Services Administration (GSA), or other Government Agencies. The Contractor shall: (1) assist in developing load data and required service characteristics; (2) assist in the preparation of the Request for Proposal or other procurement document(s) and assist in the evaluation of bids and price proposals. Travel to the DOE facility may be required to accomplish this work. The Contractor shall travel to support appropriate negotiation meetings between DOE and utility service and energy suppliers to support the DOE acquisition team.

The Contractor shall support FEMP and DOE's facilities in efforts to obtain a new, modified or follow-on electric, natural gas or water service agreement or to understand the existing agreement with their serving utility or current electric or water utility provider. The contractor shall support DOE in the preparation of procurement-related documents. The contractor shall also assist DOE in any negotiations (as appropriate) with the utility regarding service to the DOE facility. Review and comment on draft procurement-related materials may be required. Provide technical input to DOE. Review, analyze, and provide DOE with comments on proposals made by the utility

regarding the electric, natural gas or water service agreement. Provide alternatives and appropriate negotiation support with the utility related to the electric, natural gas or water service agreement. Provide other technical assistance regarding the follow-on electric or water service agreement. Travel to the site may be required to accomplish this work. The contractor shall travel to contract negotiation meetings (as appropriate) between DOE and utility service and energy suppliers to support the DOE acquisition team.

SubCLIN 1b-3 Cost, Data and Forecasting Support

The contractor shall assist DOE headquarters and facilities in preparing energy consumption and cost information for internal and external cost reporting purposes. Conducting short-term and long-term energy price forecasts for DOE facilities to assist the Government with its energy procurement decisions and evaluation of energy efficiency retrofit projects. Primary support will be for electricity and natural gas utility services with occasional water price forecasting and price benchmarking may be required.

SubCLIN 1b-4 Infrastructure / Plant / Facility Configuration and Planning Support

The Contractor shall assist DOE headquarters and DOE sites with transmission, distribution or other system reconfiguration proposal reviews. The Contractor shall conduct an independent review of the proposed scope and cost estimates for the replacement of relevant electrical supply systems and capital infrastructure related to electric or natural gas service. The review shall include an assessment of the current system, a review of the Management and Operating (M&O) contractor's or utility's proposed alternatives for cost, scope, schedule and ease of implementation. The review shall identify any other viable alternatives for the replacement of the electrical or natural gas supply systems. The Contractor shall also assist site personnel in developing a specific performance work statement for the competitive procurement and installation of new infrastructure and shall provide expert technical support. The contractor will work with facility personnel in determining how proposed changes in site facilities may impact utility service requirements and supporting the Government's development and determination of long-range utility infrastructure development and acquisition plans. Travel to the site may be required to accomplish this work. As needed, the contractor shall also assist DOE with RFP development for implementing site utility infrastructure upgrades. The contractor shall also review contract proposals for modification of site utility infrastructure regarding their cost reasonableness and effectiveness and assist DOE in contract negotiations (as appropriate). Engineering and economic analyses and recommending alternatives for utility transmission systems and related facilities, including physical plant inspection and assessment and evaluation of service issues, including but not limited to high voltage discounts, ownership of facilities, and access to other sources of supply shall be provided. The Contractor shall utilize existing studies and information provided by DOE to examine high level options for right- sizing the site's electric infrastructure. Travel to the site may be required to accomplish this work.

SubCLIN 1b-5 Utility Service Billing and Incentive Support

The contractor shall review DOE facility utility bills to determine if the site is in the proper class of service and taking service under the most appropriate rate schedule; and, if local energy management and energy conservation measures have been properly considered in relation thereto. Examining and evaluating available utility incentive programs and making recommendations to the Government on how DOE facilities may incorporate those funding sources into their energy conservation programs. Contractor will also review changes in pricing structure for utilities to determine potential effects on DOE.

SubCLIN 1b-6 Technical Negotiations Support

Providing DOE with appropriate direct technical support in its contract negotiations with local utilities by conducting research, developing documentation, generating options, analyzing the impact of contract changes, and participating in discussions with utility technical personnel. Travel may be required to accomplish this work. The contractor shall travel to contract negotiation meetings (as appropriate) between DOE and utility service and energy suppliers to support the DOE acquisition team.

SubCLIN 1b-7 Information Paper and Guidebook Support

In support of DOE, the Contractor shall assist DOE in developing publication-quality reports, guidebooks and information papers discussing and/or addressing critical utilities management issues. The required studies, reports, and other technical analyses shall cover all facets of utility services and physical utility plant, as directed by DOE, including planning, engineering and economic issues which effect the acquisition and management of utility services. Travel to the site may be required to accomplish this work.

Deliverables/Schedule

SubCLIN	Due Date	Deliverable
1b-1 Options and Alternatives Studies Support	120 days of receiving a written request or a date as agreed to in writing.	Options and Alternatives Study; publication quality document detailing viable options and alternatives available to the site in question; identify best value to DOE.
1b-2 Procurement Support	Due dates will be as agreed in writing. Closeout report due 30 days after procurement action work completed.	Closeout Report detailing the support provided for the related procurement action.
1b-3 Cost, Data and Forecasting Support	60 days of written request or a date as agreed to in writing.	Provide short term and long range energy price forecasts for DOE facilities; cost information; or other requested data.
1b-4 Infrastructure / Plant / Facility Configuration and Planning Support	120 days of receiving a written request and necessary supporting documentation from the facility in question; or a date as agreed to in writing.	Complete a study on how proposed changes in site facilities or utility infrastructure will impact utility service requirements including recommendations on how to cost effectively meet those requirements.
1b-5 Utility Service Billing and Incentive Support	30 days of receiving a written request or a date as agreed to in writing.	Complete an analysis of facility utility bills and applicable rate schedules and tariffs to ensure the most favorable rate schedule and class of service is being utilized and relevant incentives are being captured.
1b-6 Technical Negotiations Support	Due dates will be as agreed in writing. Closeout report due 30 days after task completion.	Provide DOE with a Closeout Report that contains a summary of direct technical negotiations support provided.

1b-7 Information Paper and Guidebook Support	120 days of receiving a written request and necessary supporting documentation.	Provide information paper or guidebook to DOE.
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Performance Expectations/Inspection and Acceptance

The performance expectations for CLIN 1 – Regulatory Intervention Support and Technical Support Services 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
Quality of Work	Work products are accurate (complete, relevant, and professional), and are always accepted without significant revisions (only minor revisions).	NETL shall assess the degree to which work products are accurate (i.e. free of typographical, grammatical, and formatting errors; and are mathematically correct when including numerical data. NETL will assess the professionalism of the work from a standpoint of quality control on the part of the contractor and detail included in products.
Schedule Control	NETL will assess the timeliness of deliverables, completion of milestones, and responsiveness to NETL requests.	Milestones, deliverables and NETL requests are always completed on time. If they are not, the appropriate extension was requested/approved, in-writing, in advance by the COR.
Cost Control	NETL will assess adherence to budgets and accuracy of cost estimates, or range of cost variance.	Work is always within budget, costs are always accurately estimated, and cost control measures have been effectively demonstrated.

SubCLIN 1b – Resource Load Information

This subCLIN is composed of 7 activities to be performed. Historical information identifying the average activity DPLH and the number of times requested is provided for informational purposes. The following table contains the average total DPLH per quantity per year for the current performance-based contract supporting FEMP. This data is provided for informational purposes only.

SubCLIN 1b	DPLH per Quantity	Yearly Quantity
1b-1	113	2
1b-2	67	4
1b-3	59	2
1b-4	144	1

SubCLIN 1b	Total DPLH	Yearly Quantity
1B-5	16	3
1b-6	102	2
1b-7	61	1

CLIN 1 – Labor Category Resource Load Information

Historically the work performed under this CLIN was performed with the following labor categories and average annual hours:

- Senior Utility Task Manager – 1,200 hours / per year
- Senior Regulatory Proceeding Expert – 224 hours / per year

Regulatory Proceeding Analyst / Expert – 556 hours / per year
Utility Analyst / Planner / Negotiator – 385 hours / per year
Junior Utilities Analyst / Planner – 193 Hours / per year
Research Assistant – 108 hours / per year

5.2 CLIN 2 – Project and Program Management and Regulatory Monitoring Services (Firm-Fixed-Price)

CLIN Type

This CLIN is planned to be firm-fixed-price.

Place of Performance

The place of performance for this CLIN is the Contractor's place of business, with occasional travel to DOE Headquarters.

Objectives

The objective of the project and program management CLIN is to provide complete project oversight and administration necessary to perform the support services of this contract. The project management CLIN should be inclusive of all Key Personnel positions, Quality Control/Quality Assurance, Regulatory Monitoring Services. This CLIN is inclusive of the technical and functional activities at the contract level and overall project level to provide the routine day-to-day interface with the COR. This CLIN will also support the centralized administrative, clerical, and technical functions associated with the overall project management.

Scope/Requirements

SubCLIN 2a Project and Program Management & Administration Support. The Contractor will provide the day-to-day project and program management and administration support to oversee, facilitate, and ensure execution of CLIN 1, Regulatory Intervention Support and Technical Support Services effort of the contract. The Contractor shall be responsible for the following FEMP Support Services project and program management and administration.

SubCLIN 2a-1 Program Management

- Provide program management, project monitoring, and contract administration necessary to manage the contract process to ensure that cost, resources, schedule and quality requirements are tracked and communicated to the COR.
- Provide consistent communications with the COR to ensure current status is provided on the various work requested.
- Attend status meetings, as necessary, at the request of DOE to discuss, but not be limited to, reviews of both in-progress and forthcoming work, schedule, and deliverables.
- Consult with the COR to resolve conflicting priorities and convey to project personnel.
- Manage allocated resources and establish/maintain an approach to ensure corporate knowledge of ongoing work being performed is available to satisfy contract requirements and not impact schedule.
- Support special requests such as data analysis and outside audits, as needed.

SubCLIN 2a-2 Project Cost Management

- The Contractor shall provide invoices on monthly basis and no later than 30 calendar days from the end of each month.
- The invoice should be broken down by labor and cost by SubCLIN with a cumulative running total of both labor and cost for assigned projects under each SubCLIN.
- Contractor shall stay within the budget of the SubCLIN or request approval from the COR for additional expenditures.

SubCLIN 2a-3 Quality Assurance

- The Contractor shall develop, maintain, deliver, and manage to the Government-approved Quality Assurance Program Plan that defines the Contractor’s Quality Assurance program.
- The Contractor shall verify and validate the quality of deliverables throughout all areas of contract performance including papers, reports, and presentations.
- The Contractor shall monitor the effectiveness of their quality system and continually improve quality processes.

SubCLIN 2a-4 Monthly Status Reporting

- The Contractor shall submit a Monthly Status Report for the billed month along with the invoice that includes a brief (couple of sentences) of what work was accomplished under the SubCLINs for the prior month. These monthly reports shall include, but are not limited to, the following:
 - SubCLIN activities percentage of completion.
 - current status and next steps
 - tasks that were supposed to start/complete but did not and the reason for the delay of these tasks
 - tasks that are supposed to start/complete in the next reporting period and if any are at risk, the reason they are at risk and the Contractor’s mitigation plan
- The intended use of such reports is to validate the labor hours and costs submitted in the invoice
- The Contractor shall be required to develop presentations for FEMP periodically throughout the course of the contract to communicate work accomplished and in progress, cost savings accrued to the Government relating to the tasks assigned under the contract and to resolve and facilitate timely communication and issue resolution.

SubCLIN 2a-5 Annual Summary Status Reporting

- The Contractor shall submit an Annual Summary Report summarizing the activities and associated savings realized during the previous year. This annual report shall leverage the information in the Monthly Reports and include, but not be limited to, the following:
 - Quantity of work organized by SubCLIN descriptors (i.e. List the number of SubCLIN, 1b-10 Preliminary Assessments),
 - Avoided costs or identified cost savings resulting from DOE’s intervention, right-sizing of infrastructure, or procurement strategy
- The Contractor shall deliver this report in the form of a presentation as this will serve as a briefing for FEMP and OGC on the support activities conducted during the Government’s prior Fiscal Year (FY).

Deliverables/Schedule

SubCLIN	Due Date	Deliverable
Monthly Status Report	The Contractor shall provide a report by the 24th or first business day thereafter of every month concurrently with the invoice.	Provide Monthly Status Report concurrently with the invoice for that month.
Annual Report	Annually by October 20th	Provide Annual Report Presentation

SubCLIN 2b Regulatory Monitoring Services. Contractor shall monitor the activities of the following organizations with the potential to impact DOE sites: utilities and their state regulatory commissions and legislatures; federal regulatory commissions and reliability organizations; regional transmission organizations; and power marketing administrations. Contractor shall keep FEMP apprised of the activities of these organizations through the Monthly Regulatory Report, which is a brief, newsletter-

type document that summarizes State, local, Federal or other regulatory activity that may affect DOE or identified FEAs using plain language. The first page of the Monthly Regulatory Report shall include a table summarizing the potentially affected sites/locations and a brief description of the issue.

Monitoring will be obtained by reviewing published journals, newsletters, public information releases, utility and regulatory commission websites, or other sources, as appropriate, information regarding contemplated general rate case filings, and all related regulatory activity, administrative rulings and proposed legislation affecting the rates, terms and conditions under which DOE currently takes or could take electric and/or natural gas service. The Contractor shall include a relevant, informational article on the energy industry in each Monthly Monitoring Report.

The Contractor shall monitor the following organizations monthly:

- Bonneville Power Administration - Washington
- California Independent System Operator – California
- CenterPoint Energy - Texas
- Commonwealth Edison Company - Illinois
- Dominion Virginia Power - Virginia
- Entergy Gulf States - Louisiana
- Entergy Texas - Texas
- Excel Energy - Colorado and Texas
- Federal Energy Regulatory Commission ("FERC")
- Idaho Power Company - Idaho
- Kansas City Power and Light Company - Missouri
- KCP&L Greater Missouri Operations - Missouri
- Kentucky Utilities - Kentucky
- Long Island Lighting Company - New York
- Midwest Independent System Operator - Illinois, Kentucky, Missouri, Ohio
- Pacific Gas and Electric Company - California
- PJM Interconnection - Illinois, Maryland, New Jersey, and Pennsylvania
- TVA - Kentucky and Tennessee
- Western Area Power Administration - California
- Other jurisdictions and entities as requested by the COR and pre-approved by the CO

The Contractor shall monitor the following organizations quarterly:

- AEP-Ohio - Ohio
- Cascade Natural Gas - Washington
- Electric Energy Inc. – Kentucky
- New England ISO
- New York Independent System Operator - New York
- New York Power Authority - New York
- NV Energy – Nevada
- Ohio Valley Electric Corporation - Ohio
- Southeastern Power Administration - South Carolina
- Southern Company
- Southwest Power Pool - Missouri, Louisiana, and Texas
- Southwest Power Pool - Missouri, Louisiana, and Texas
- Southwest Public Service Company – New Mexico, Texas
- Valley Electric Association - Nevada
- Western Electricity Coordinating Council - California, Idaho, Nevada, New Mexico, Oregon, Washington

Deliverables/Schedule

SubCLIN	Due Date	Deliverable
Monthly Monitoring Services	Report due on the 24th of each month or first business day thereafter.	The Contractor shall provide monthly a report on the prior month's regulatory monitoring.

Performance Expectations/Inspection and Acceptance

The performance expectations for the Project and Program Management & Administration Support Services are summarized into the performance objectives listed below followed by the performance expectation. The performance expectation is the standard for which services will be accepted.

Performance Objective	Performance Expectation	Surveillance Method
Quality of Work	Work products are accurate (complete, relevant, and professional), and are always accepted without significant revisions (only minor revisions).	NETL shall assess the degree to which work products are accurate (i.e. free of typographical, grammatical, and formatting errors; and are mathematically correct when including numerical data. NETL will assess the professionalism of the work from a standpoint of quality control on the part of the contractor and detail included in products.
Quality of Process	Management and Quality Control processes are efficient and effective to facilitate project management, stay on schedule and within cost expectations while delivering a high-quality product meeting or exceeding performance expectations.	NETL shall assess the efficiency and effectiveness of the processes used to facilitate project management from a standpoint of impact on FEMP services.
Schedule	Project Management will be throughout the entire project. Monthly reports to be submitted monthly, annual reports, annually.	NETL shall assess the timeliness of required reports.

Resource Load Information

Historically the work performed under this CLIN was performed with the following labor categories and hours:

- Senior Utility Task Manager – 312 / per year
- Utility Analyst / Planner / Negotiator – 288 hours / per year
- Junior Utilities Analyst / Planner – 168 Hours / per year

5.3 CLIN 3 – Transition Activities

CLIN Type

This CLIN is planned to be firm-fixed-price.

Place of Performance

The place of performance for this CLIN is the Contractor’s place of business.

Objectives

The objective of the Transition Activities is to ensure the timely and efficient initiation of all contract services, including the transition of work being performed from the incumbent contractor to the successor contractor. Work under this CLIN covers activities required to transfer work from the incumbent Contractor to new Utility Management Support Services Contractor. The Contractor is expected to complete the orderly, efficient, and effective transition of work prior to the effective date of contract award. The transition must be completed within six (6) weeks prior to the effective date of contract award.

Scope/Requirements

The Contractor shall perform all transition activities to begin performance, consistent with this contract. Transition activities are defined as any effort that is necessary to transition work from 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 Contractor shall provide a transition plan that describes transition management, execution, and schedule.

Deliverables/Schedule

CLIN	Due Date	Deliverable
Transition Plan	15 days prior to the effective date of the contract	Update the proposed transition plan based upon input provided by the COR.

GLOSSARY

<u>Acronym</u>	<u>– Definition</u>
CLIN	– Contract Line Item Number
CO	– Contracting Officer
COR	– Contracting Officer’s Representative
DOE	– Department of Energy
FEA(s)	– Federal Executive Agencies
FEMP	– Federal Energy Management Program
GSA	– General Services Administration
OGC	– Department of Energy Office of General Counsel
NETL	– National Energy Technology Laboratory
NNSA	– National Nuclear Security Administration
PUC	– Public Utility Commission or other State-Level Utility Governing Regulatory Body
SubCLIN	– Subordinate Contract Line Item

J.3. Attachment B Position Qualifications

Equivalencies

For reference purposes in determining equivalencies for those without education at the graduate level:

- M.S. / M.A. is considered equivalent to B.S. + eight (8) years of relevant experience
- B.S. / B.A. is considered equivalent to A.S + five (5) years of relevant experience
- A.S is considered equivalent to High School + three (3) years of relevant experience

Senior Utilities Task Manager*

Overall point of contact with senior expertise in managing complex utilities acquisition, regulatory intervention and infrastructure improvement tasks for large Federal end use customers. For the purposes of performing this contract, the Senior Task Manager will be considered the Program Manager as defined elsewhere in the contract.

Mandatory Qualifications:

- Education at the graduate level or equivalent experience in engineering, economics or accounting is required.
- Experience assisting Federal customers with large retail and wholesale commercial and industrial class loads required.
- Minimum ten (10) years' related work experience.

Desired Qualifications:

- Experience managing the development of utility options studies for the acquisition of electricity and natural gas for large Federal wholesale and retail consumers using both commercial acquisition procedures and Federal Acquisition Regulations.
- Experience managing the provision of comprehensive technical support for regulatory proceedings before State and Federal regulatory bodies and courts for large Federal wholesale and retail consumers with commercial and industrial class service.
- Experience in the development of short term and long term energy price forecasts for large commercial, industrial and research and development (R&D) facilities with complex service requirements for use in projecting the cost impact of changes in the facility's mission and for determining the cost effectiveness of proposed energy conservation measures.
- Experience assisting large commercial and industrial customers in rate cases and regulatory proceedings before state and Federal regulatory bodies.
- Experience providing assistance to large commercial, industrial, and R&D facilities with extremely complex electrical service requirements in rate negotiations and settlement proceedings with investor owned, municipal and cooperative utilities and power marketing authorities such as: Bonneville Power Authority, Tennessee Valley Authority, Western Area Power Administration and New York Power Authority.
- Familiarity with DOE facilities and related mission requirements.

Senior Regulatory Proceeding Expert*

Experience in analyzing and participating in regulatory proceedings including preparing and giving testimony on a wide range of rate case issues, which makes the offeror capable of analyzing a rate or regulatory application from an overall viewpoint and identifying areas which should be challenged by expert testimony and/or a filing.

Mandatory Qualifications:

- Education at the graduate level or equivalent experience in engineering, economics, or accounting required.

- Experience preparing and presenting written and oral testimony on behalf of large Federal retail and wholesale customers required.
- Minimum ten (10) years' related work experience.

Desired Qualifications:

- Significant experience assisting large electric and/or natural gas customers in utility rate cases and regulatory proceedings before state public utility commissions and/or the Federal Energy Regulatory Commission.
- Experience providing expert testimony representing large Federal end use customers before Federal and state regulatory bodies on a wide range of issues including any of the following:
 - Full retail cost of service cost allocation and revenue recovery
 - Class specific revenue allocations
 - Rate of return, capital structure and accounting adjustments
 - Marginal vs. embedded costs allocation and rate design
 - Competitive retail market transition and structure issues
 - ISO transmission cost allocation and customer access issues
 - Fuel and purchased power cost development and allocation
 - Transmission and distribution service revenue allocation
 - Customer owned facility credits and special facilities charges
 - Departing customer charges
- Knowledge of DOE's past positions on specific issues.

Regulatory Proceeding Analyst/Expert Witness*

Experience in specialized areas of regulatory and rate case analysis and the preparation and provision of expert testimony in regulatory proceedings; experience in analyzing regulatory filings and presenting testimony as an expert witness on behalf of large industrial and commercial end users.

Mandatory Qualifications

- Education at the graduate level or equivalent experience in engineering, economics, or accounting required.
- Minimum ten (10) years' related work experience.

Desired Qualifications

- Experience in analyzing regulatory filings and presenting testimony as an expert witness on behalf of large industrial and commercial end users, including any of the following areas:
 - Full retail cost of service cost allocation and revenue recovery
 - Class specific revenue allocations
 - Rate of return, capital structure and accounting adjustments
 - Marginal vs. embedded cost allocation and rate design
 - Competitive retail market transition and structure issues
 - ISO transmission cost allocation and customer access issues
 - Fuel and purchased power cost development and allocation
 - Transmission and distribution service revenue
 - Fuel and purchased power cost development and allocation
 - Customer owned facility credits and special facilities charges
 - Departing customer charges
 - Fuel and purchased power cost development and allocation

- Preparing and presenting written and oral testimony on behalf of large Federal retail and wholesale customers.
- Knowledge of positions taken by DOE in past proceedings.

Utilities Analyst/Planner/Negotiator

Experience managing utility options studies for the acquisition of electricity and natural gas; experience providing assistance to large commercial, industrial, and R&D facilities in rate negotiations and settlement proceedings; experience in short-term and long-term energy price forecasts for large end-use customers; experience tracking developments that may impact customers.

Mandatory Qualifications

- Education at the graduate level or equivalent experience in engineering, economics, or accounting required.
- Experience with retail and wholesale contracts for large end use facilities required.
- Minimum five (5) years' related work experience.

Desired Qualifications

- Experience managing the development of utility options studies for the acquisition of electricity and natural gas for large federal wholesale and retail consumers using both commercial acquisition procedures and Federal Acquisition Regulations.
- Experience providing assistance to large commercial, industrial, and R&D facilities with extremely complex electrical service requirements in rate negotiations and settlement proceedings with investor owned, municipal and cooperative utilities and power marketing authorities including the Bonneville Power Authority, Tennessee Valley Authority and the Western Area Power Administration and New York Power Authority.
- Experience in the development of short term and long term-energy price forecasts for large commercial, industrial and R&D facilities with complex service requirements for use in projecting the cost impact of changes in the facility's mission and for determining the cost effectiveness of proposed energy conservation measures.
- Experience monitoring the energy industry, markets, political climate, regulatory agencies and other dynamic areas for issues that may impact large industrial, commercial, wholesale and/or R&D end-use customers in their acquisition strategy or approach.

Junior Utilities Analyst/Planner/Negotiator

Experience supporting utility options studies for the acquisition of electricity and natural gas; experience providing assistance to project manager in large commercial, industrial, and R&D facilities during rate negotiations and settlement proceedings; experience preparing short-term and long-term energy price forecasts; experience monitoring developments that may impact customers.

Mandatory Qualifications

- Education at the graduate level or equivalent experience in engineering, economics, or accounting required.
- Experience with retail and wholesale contracts for large end use facilities required.
- Minimum two (2) years related work experience.

Desired Qualifications

- Experience supporting the development of utility options studies for the acquisition of electricity and natural gas for large federal wholesale and retail consumers using both commercial acquisition procedures and Federal Acquisition Regulations.

- Experience providing assistance to project manager on large commercial, industrial, and R&D facilities with extremely complex electrical service requirements in rate negotiations and settlement proceedings.
- Experience in the development of short term and long term-energy price forecasts.
- Experience monitoring the energy industry, markets, political climate, regulatory agencies and other dynamic areas for issues that may impact large industrial, commercial, wholesale and/or R&D end-use customers in their acquisition strategy or approach.

***Denotes Key Positions**

J.4. Attachment C Past Performance Information Questionnaire Cover Letter (JUL 2010)

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 April 28, 2017 to:

U.S. Department of Energy
National Energy Technology Laboratory
Attn: Joseph Saunders, Contract Specialist
3610 Collins Ferry Road, P.O. Box 880, I07
Morgantown, WV 26507-0880

J.5. Attachment D Past Performance Questionnaire

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

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.
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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.
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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 in completing this questionnaire.

Past Performance Information Questionnaire for: [Insert Name of Offeror]

<p>1. How would you rate the contractor's performance in the following areas: Meeting contract milestones? Submitting deliverables timely? Adherence to contract schedules?</p>	<p>[4] [3] [2] [1] [0] [NA] [DK]</p> <p>[4] [3] [2] [1] [0] [NA] [DK]</p> <p>[4] [3] [2] [1] [0] [NA] [DK]</p>
<p>2. How would you rate the contractor's ability to perform within the contract ceiling or estimated cost?</p>	<p>[4] [3] [2] [1] [0] [NA] [DK]</p>
<p>3. Did the contractor utilize cost efficiencies in performance of your contract?</p>	<p>[4] [3] [2] [1] [0] [NA] [DK]</p>
<p>4. How would you rate the contractor's cost performance?</p>	<p>[4] [3] [2] [1] [0] [NA] [DK]</p>
<p>5. Did the contractor submit accurate and timely invoices?</p>	<p>[4] [3] [2] [1] [0] [NA] [DK]</p>
<p>6. If proposals were generated for changes, requests for equitable adjustment, or claims, how would you rate the reasonableness of the pricing?</p>	<p>[4] [3] [2] [1] [0] [NA] [DK]</p>
<p>7. How would you rate the contractor's key personnel performance?</p>	<p>[4] [3] [2] [1] [0] [NA] [DK]</p>
<p>8. How would you rate the contractor's ability to recruit and retain strong, well-qualified key personnel?</p>	<p>[4] [3] [2] [1] [0] [NA] [DK]</p>
<p>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?</p>	<p>[4] [3] [2] [1] [0] [NA] [DK]</p>
<p>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)</p>	<p>[4] [3] [2] [1] [0] [NA] [DK]</p>
<p>11. How would you rate the contractor's ability to create teaming/partnering relationships to achieve project goals?</p>	<p>[4] [3] [2] [1] [0] [NA] [DK]</p>
<p>12. How would you rate the contractor's ability to integrate activities with other contractors on multiple contractor sites?</p>	<p>[4] [3] [2] [1] [0] [NA] [DK]</p>
<p>13. Was the Statement of Work executed effectively by the contractor in a consistently high quality manner?</p>	<p>[4] [3] [2] [1] [0] [NA] [DK]</p>
<p>14. How would you rate the contractor's responsiveness to technical direction?</p>	<p>[4] [3] [2] [1] [0] [NA] [DK]</p>
<p>15. Was the contractor's Environment Safety & Health (ES&H) program in compliance with contract requirements and protective of workers, public, and the environment?</p>	<p>[4] [3] [2] [1] [0] [NA] [DK]</p>

J.6. Attachment E Performance Reference Information Form

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) <input type="checkbox"/> Work Continuing, On Schedule <input type="checkbox"/> Work Continuing, Behind Schedule <input type="checkbox"/> Work Completed, No further Action Pending or Underway <input type="checkbox"/> Work Completed, Routine Administrative Action Pending or Underway <input type="checkbox"/> Work Completed, Litigation Pending or Underway <input type="checkbox"/> Terminated for Convenience <input type="checkbox"/> Terminated for Default <input type="checkbox"/> 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 address, 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.

J.7. Attachment F Cost Exhibits

The Cost Exhibits are provided in a separate file attachment entitled “**Sol_DE-SOL-0010954-Cost-Exhibits.xlsx**”.

Section K - Representations, Certifications, and Other Statements of Bidders

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 **541618**.

(2) The small business size standard is **\$15,000,000**.

(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, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 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:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures;
or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(vii) 52.209-5, 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, 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, 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, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, 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, 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, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.222-57, 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, DoD, GSA, and NASA will publish a document in the **Federal Register** advising the public of the termination of the injunction.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(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, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

(v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <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); 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 No.	Title	Date	Change

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

(End of provision)

K.2. 52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)

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

(End of clause)

K.3. 52.209-7 Information Regarding Responsibility Matters. (JUL 2013)

(a) Definitions. As used in this provision-

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

Section L - Instructions, Conditions, and Notices to Bidders

L.1. 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 Certifications, 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; and
- (4) The Government has marked the record "Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov 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 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>.

L.2. 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.

(End of provision)

L.3. 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/AC135/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>.

(End of clause)

L.4. 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2017)

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

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision, received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (*insert numbers or other identification of sheets*); and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition

can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

L.5. 52.215-16 Facilities Capital Cost of Money. (JUN 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

L.6. 52.215-20 Requirements for Certified Cost or Pricing Data or Data Other Than 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.

(End of provision)

L.7. 52.215-22 Limitations on Pass-Through Charges--Identification of Subcontract Effort. (OCT 2009)

(a) *Definitions.* Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled "Limitations on Pass-Through Charges" (FAR 52.215-23).

(b) General. The offeror's proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor.

(1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal-

(i) The amount of the offeror's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal--

(i) The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of provision)

L.8. 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a cost-reimbursement and firm-fixed-price hybrid type contract resulting from this solicitation.

(End of provision)

L.9. 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.

(End of provision)

L.10. 52.237-10 Identification of Uncompensated Overtime. (MAR 2015)

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

Adjusted hourly rate (including uncompensated overtime) is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week which includes uncompensated overtime hours over and above the standard 40-hour work week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\20.00×40 divided by 45 = \$17.78).

Uncompensated overtime means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(b)(1) Whenever there is uncompensated overtime, the adjusted hourly rate (including uncompensated overtime), rather than the hourly rate, shall be applied to all proposed hours, whether regular or overtime hours.

(2) All proposed labor hours subject to the adjusted hourly rate (including uncompensated overtime) shall be identified as either regular or overtime hours, by labor categories, and described at the same level of detail. This is applicable to all proposals whether the labor hours are at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of provision)

L.11. 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

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

<http://farsite.hill.af.mil/> or <https://www.acquisition.gov/?q=browsefar>.

(End of provision)

L.12. DOE-L-2014 DATE, TIME, AND PLACE OFFERS ARE DUE (OCT 2015)

All Offers required by this solicitation are due at the date, time, and place identified on the Standard Form (SF 33), Solicitation, Offer and Award (See Section A, Block 9). Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

(End of provision)

L.13. DOE-L-2016 NUMBER OF AWARDS (OCT 2015)

It is anticipated that there will be one (1) award(s) resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if it is in the Government's best interest to do so.

(End of provision)

L.14. DOE-L-2017 EXPENSES RELATED TO OFFEROR SUBMISSIONS (OCT 2015)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

(End of provision)

L.15. DOE-L-2021 GUIDANCE FOR PROSPECTIVE OFFERORS - IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS (OCT 2015)

(a) This procurement has been set aside for small business. In order to ensure that award is made to an eligible small business, prospective offerors, in consultation with legal counsel, are encouraged to review the Small Business Administration's (SBA's) size eligibility standards found at Title 13 of the Code of Federal Regulations, Section 121 (13 C.F.R. § 121). In particular, offerors proposing a joint venture, subcontracting, or another form of teaming arrangement shall review 13 C.F.R. § 121.103, "How does SBA determine affiliation?" prior to submitting a proposal.

(b) The SBA is the sole authority for making determinations of small business status for small business programs. Such determinations are binding on the offeror and the Contracting Officer. Accordingly, a finding by the SBA of affiliation between an offeror and its proposed team member(s) or subcontractor(s) may result in the offeror being found to be other than a small business and therefore ineligible for contract award.

(End of provision)

L.16. DOE-L-2022 ALTERNATE BID/PROPOSAL INFORMATION – NONE (OCT 2015)

Alternate bids/proposals are not solicited, are not desired, and will not be evaluated.

(End of provision)

L.17. DOE-L-2025 INTENTION TO BID/PROPOSE (OCT 2015)

In order to facilitate the efficiency of the Government's solicitation and award process through advance information on the anticipated number of offers, potential offerors are requested to submit the name, address and telephone number of its firm or organization and any subcontractors to <https://www.fedconnect.net/FedConnect/?doc=DE-SOL-0010954&agency=DOE> by April 17, 2017. If the

bid/proposal is to be submitted by a teaming arrangement, the offeror is requested to submit the above information for all members of the proposing team.

(End of provision)

L.18. 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 :

U.S. Department of Energy
National Energy Technology Laboratory
Contracting Officer
3610 Collins Ferry Road, P.O. Box 880
Morgantown, WV 26507-0880

(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.19. DOE-L-2027 NOTICE OF PROTEST FILE AVAILABILITY (OCT 2015)

(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 1605 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 33.2014(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 shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

L.20. DOE-L-2028 AGENCY PROTEST REVIEW (OCT 2015)

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 at 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the Department. The Department encourages potential protestors to discuss their concerns with the Contracting Officer prior to filing a protest.

L.21. CONSECUTIVE NUMBERING

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

(End of Provision)

L.22. SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION

This acquisition is set aside for 100% small business set-aside competition with a small business size of **\$15,000,000** and a NAICS code of **541618**.

(End of Provision)

L.23. RESPONSIBLE PROSPECTIVE CONTRACTORS

All responsible small business concerns and who meet the requirements of FAR 52.219-6, as listed in Section I of this solicitation, may submit proposals for consideration. The general and additional minimum standards for responsible prospective Contractors set forth at FAR 9.1 apply.

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.

(End of Provision)

L.24. 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 (Version 10 or earlier). Using this compression software will diminish the file size, thus reducing the time needed to upload and download a proposal.

(End of Provision)

L.25. DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL (OCT 2015) NETL (MAR 2017)

(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 may be an existing or newly-formed business entity for the purposes of competing for any contract resulting from this solicitation. If the offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)

(b) Availability of the solicitation, amendments, and other documents – electronic media. In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used and will be the sole method for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at: <https://www.fedconnect.net>. This electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties will need to maintain continual surveillance of this website to remain abreast of the latest available information (offerors and other interested parties are encouraged to utilize the website's "Notifications" feature). No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

(c) Submission of proposals.

(1) The offeror must be registered in FedConnect at <https://www.fedconnect.net>. The offeror must also be registered in the System for Award Management (SAM) at <https://www.sam.gov>.

(2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, Solicitation, Offer and Award, in Section A of this solicitation and other provisions of Section L. Proposals shall only be accepted through FedConnect. It is imperative that the offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than **the date and time specified on the Standard Form 33, Block 9**. Proposals submitted via hardcopy, email, or the FedConnect Message Center shall not be accepted or considered. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its web site.

(3) Electronic submission of a proposal via FedConnect shall be considered the offeror's official offer and will be considered binding.

(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 – See Section L, Proposal Preparation Instructions – Technical and Management Proposal Volume II for specific page limits per file

(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 cost and 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 Performance Work Statement, Section L instructions, and Section M evaluation factors. The cross reference matrix shall be inserted immediately following the table of contents of the corresponding volume of the offeror's proposal.

(3) Page size. Page size shall be 8½ x 11 inches for text pages, excluding foldouts. When 8½ x 11 inch pages contain text on both front and back, this is considered two pages. Page size for foldouts shall not exceed 11 x 17 inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages shall fold entirely within the volume in which it appears. When 11 x 17 inch pages are used, this is considered two pages; if tables and graphics are on both front and back, this is considered four 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.

(5) Page margins. Page margins for text pages and foldouts 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 unless specifically required to do so in other parts of this solicitation.

(h) Questions.

(1) Questions regarding this solicitation must be submitted via FedConnect no later than April 22, 2017. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on FedConnect as soon as practicable. The Government will not identify prospective offerors submitting questions. Offerors must check FedConnect 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 FedConnect.

(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; Part III, Section J – List of Documents, Exhibits and Other Attachments; and Part IV, Section K – Representations, Certifications, and Other Statements of Offerors. These sections will be incorporated into the contract by reference.

(End of provision)

L.26. DOE-L-2002 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME I – OFFER AND OTHER DOCUMENTS (NOV 2016) NETL (MAR 2017)

(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) Cover letter. The offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.

(c) Standard Form 33, Solicitation, Offer And Award – one (1) signed originals of the Standard Form (SF) 33 must be provided in addition to a copy for each set of the Volume I.

(1) The person signing the SF 33 must have the authority to commit the offeror to the terms and conditions of the resulting contract – Sections A – J. By signing and submitting the SF 33, the offeror commits to accept the resulting contract as contained in the solicitation, unless an exception or deviation to the terms and conditions as stated in the solicitation is explicitly stated by the offeror in accordance with the below subsection

(2) The offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF 33.

(d) Administrative information. Offerors shall provide the following information:

(1) Solicitation number (reference paragraph (c)(2)(i) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).

(2) Offeror name. Name, address, telephone and facsimile number, e-mail, and Data Universal Numbering System Number (DUNS) of the offeror (reference paragraph (c)(2)(ii) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).

(3) Authorized signatory. Name and title of person authorized to sign the proposal (reference paragraph (c)(2)(v) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).

(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.

(e) 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.

(2) If the offeror is a joint venture, limited liability company, limited liability partnership or other similar entity (multi-member, shared ownership) provide –

(i) Name, address, and DUNS of the parent or member company(ies) of the offeror - joint venture members, limited liability company members, limited liability partnership members, etc.; and

(ii) Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after any contract award, that describe the business arrangement between the members, including the identity of the one member/partner who has the majority interest in the offeror.

(f) Representations and certifications.

(1) 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.

(2) If the offeror has not completed the annual representations and certifications electronically via the System for Award Management, the offeror shall complete and provide all of the representations, certifications, and other statements of the offeror as required in this solicitation's Section K.

(3) If this solicitation is for advisory and assistance services, the offeror shall comply with the organizational conflict of interest requirements of Section K.

(g) Exceptions and deviations.

(1) Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. If an offeror takes exception to or deviates from the terms and conditions of the proposed contract (Sections A-J) or other provisions of the solicitation, each exception and deviation shall be specifically identified and fully explained. Any exceptions or deviations must also identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall be repeated in the other volumes to which the deviation or exception applies – Volumes II and III. Only exceptions or deviations specifically identified in this section, if accepted by the government, will take precedence over the terms and conditions of the solicitation.

(2) Any exceptions or deviations by the offeror to the terms and conditions stated in the solicitation for the resulting contract may make the offer unacceptable for award without discussions. If an offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award without discussions to another offeror that did not take exception to the terms and conditions of the contract.

(h) Financial responsibility. (1) To demonstrate the organization's current financial strength and responsibility, the Offeror shall provide the following financial data:

(a) Published financial statements (if available, otherwise audited statements) for the three prior annual accounting periods, including Balance Sheet, Statement of Operations (Profit and Loss Statement), and Statement of Changes in Financial Position;

(b) The estimated percentage this proposed contract will represent of the Offeror's total business for the first year of the contract;

(c) A copy of the most recent 10K report filed with the Securities and Exchange Commission, if any;

(d) If the Offeror is a joint venture or partnership, financial information must be provided for each member of the joint venture or each partner as outlined in (a) through (c) above; and

(e) If the Offeror is a limited liability 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 Part III, 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. The Offeror shall provide to the Government, a copy of the certification from the Offeror's cognizant Government Agency demonstrating that the Offeror has an approved accounting system and 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.

(End of provision)

L.27. PROPOSAL PREPARATION INSTRUCTIONS - TECHNICAL AND MANAGEMENT PROPOSAL VOLUME II

(a) GENERAL

- (1) Volume II – The Technical and Management Proposal consists of written information intended to present the Offeror’s understanding, capabilities, and approach to satisfy the requirements of Section C, the Performance Work Statement (PWS). The Technical and Management Proposal should be specific and complete in every detail. The Technical and Management Proposal should be practical and be prepared simply and economically, providing a straightforward, concise delineation of the requested information.
- (2) The Technical and Management Proposal shall be evaluated strictly on the merit of the material submitted.
- (3) **No contractual cost information is to be included in the Technical and Management Proposal.** Where estimated labor hours and skill mixes shall be provided for the identified Contract Line Items and the Transition Activity (CLIN 3), they shall be provided with no indication as to the cost (e.g., labor-hours shall be stated in direct productive labor hours (DPLH) figures only).

(b) FORMAT AND CONTENT

The following provides instructions for submitting the Technical and Management Proposal. Information on the evaluation of the proposal is found in Section M. Failure to provide complete information will result in deleterious effects.

To help facilitate the review process and to ensure that all review criteria are addressed, the Offeror is instructed to use the file names and adhere to the page limitations specified in the table below when preparing the Technical and Management Proposal. All files must be in ".pdf" for Adobe Acrobat, or ".docx" for Word.

Volume II, Technical and Management Proposal, shall include the following components:

FILE	TITLE	FILE NAME
File 1	Management, Organization, and Staffing Approach	<company name>ManagementApproach.---
File 2	Key Personnel Resumes	<company name>KPResumes.---
File 3	Technical Approach	<company name>TechnicalApproach.---
File 4	Relevant Experience	<company name>Experience.---
File 5	Relevant Past Performance	<company name>PastPerformance.---

The Technical and Management Proposal (inclusive of all files not listed as exceptions) shall be subject to the following page limitations:

CRITERIA	FILENAME	PAGE LIMIT
Criterion 1		
Management, Organization, and Staffing Approach	<CompanyName>ManagementApproach	40 pages excluding Résumés
Key Personnel Resumes	<CompanyName>KPResume	Each Résumé is limited to 5 pages
Criterion 2		
Technical Approach	<CompanyName> TechnicalApproach	30 pages
Criterion 3		
Relevant Experience	<CompanyName> RelevantExperience	2 pages per contract/project per entity

Criterion 4		
Relevant Past Performance	<CompanyName>PastPerformance	For the discussion, 2 pages per contract/project per entity The Performance Reference Information Form is limited to the form plus 1 page

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. In addition, information contained in any of the files (regardless of the page limitations for each file/criterion) may be taken into consideration in the evaluation of any of the criteria of the Technical and Management Proposal.

(c) CRITERION 1 – MANAGEMENT, ORGANIZATION, AND STAFFING APPROACH

File 1, Management, Organization, and Staffing Approach

The Offeror’s Management, Organization, and Staffing Approach shall be submitted as File 1 of their Technical and Management Proposal. The filename shall be in this format <company name>ManagementApproach.---

To help facilitate the review process and to insure addressing all the review criteria, the Offeror shall use the following format when preparing File 1.

COVER PAGE

This file shall include a cover page indicating the solicitation number, name of the Offeror, and file name. All subsequent pages shall be appropriately numbered and identify the solicitation number and the name of the Offeror.

TABLE OF CONTENTS

This file shall include a Table of Contents to facilitate locating the elements of the proposal.

MANAGEMENT APPROACH

The Offeror shall describe its proposed approach to managing the contract as a whole and executing the work identified in the PWS (Section C). Specifically, Offeror’s plan to respond to work assigned under this contract expeditiously and strategy for executing multiple tasks occurring concurrently in different jurisdictions.

The Offeror shall disclose its ability to identify and manage the critical components associated with the entirety of the PWS as described in Section C. The discussion must describe the Offeror’s approach to all transition activities and discuss how continuity of operations will be maintained throughout the transition period, which is not to exceed six (6) weeks.

Describe important aspects of the proposed approach to delivery of services. Include the Offeror’s company background, a description of the company’s organizational structure relevant to provision of Contract services and any business relationships used to satisfy the Contract requirements (for example, joint ventures, teaming arrangements, mentor/protégé participation, or subcontracting).

If subcontracting (or teaming) is anticipated, the Offeror shall provide a narrative that describes the work the Offeror and subcontractors are expected to perform and provide the rationale as to why this is considered an effective approach (including cost effectiveness) for performing requirements of the contract.

Prime Participant: Any subcontractor proposed to perform a significant portion of a CLIN (proposed cost reimbursement or time and material type subcontract with an estimated cost in excess of \$500,000 per year).

The Offeror shall provide a work breakdown structure (WBS) including the definition and implementation of the CLINs. The WBS should be based on a logical breakdown of the overall effort into work elements and be in sufficient detail to track all incurred cost

and labor hours to their lowest levels. The Offeror shall describe its approach to obtain, provide, and retain the types of skill mixes identified in Section J, Position Qualifications for performance of the PWS over the term of the contract.

The Offeror shall propose and discuss Key Personnel it considers essential to the successful accomplishment of the work to be performed under the contract. The Offeror must introduce and clearly indicate its selected team of Key Personnel and demonstrate why it should be considered qualified and effective; Offeror shall show a clear and direct relationship of actual experience to the functional areas described in the PWS by cross-reference. All Key Personnel are those personnel that will be incorporated into Part I, Section H, clause "Key Personnel." Key Personnel identified by the Offeror will be subject to Part II, Section I, clause "DEAR 952.215-70 Key Personnel." The Offeror shall provide written resumes (File: <CompanyName>KPRResume) for the proposed Key Personnel.

File 2, Key Personnel Résumés

Key Personnel Résumés are part of Criterion 1 and shall be submitted as part of the Technical and Management Proposal as File 2. The filename shall be in this format <company name>KPRResume.---. There are three Government defined Key Personnel set forth in the "Position Qualifications" in Section J, Attachment B. The Offeror may propose additional key personnel as deemed appropriate.

The Offeror shall provide résumés for all Key Personnel proposed for the contract -- do not provide résumés of non- key personnel. Each résumés shall describe the education, capabilities, and relevant experience of Key Personnel for services similar to the work identified in the PWS and should be commensurate with the proposed position. These are to be demonstrative type résumés and not simply list of previous positions and work locations of the individual(s). Résumés shall describe how work experience relates to contract scope and the individual's capability to function effectively in the proposed position. The résumé should demonstrate a clear and direct relationship of actual experience to the functional areas identified in Section C to illustrate how an individual's experience qualifies him/her for the proposed position under this contract.

The résumé shall be in the following format:

- NAME: Individual's full name
- PROPOSED POSITION: Title and Description
- ORGANIZATION AFFILIATION: Specify company where employed
- EXPERIENCE AND CAPABILITIES: Provide a summary of the overall experience and capabilities that demonstrate a direct relationship to the work identified in the PWS. List specific examples of relevant work performed, accomplishments, responsibilities and authorities gained.
- 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.
- 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.
- 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.
- LIST OF RELEVANT PUBLICATIONS, HONORS, AWARDS, AND OTHER ACHIEVEMENTS: Provide a brief statement detailing the most recent and relevant accomplishments, publications, awards, honors, etc.

(d) CRITERION 2 – TECHNICAL APPROACH

File 3, Technical Approach

The Offeror's Technical Approach shall be submitted as File 3 of their Technical and Management Proposal. The filename shall be in this format <company name>TechnicalApproach.---.

The Offeror shall describe its technical approach to effectively and efficiently perform the work required of the CLINs as identified in Section C, the PWS. In the discussion, the Offeror shall demonstrate its understanding of the requirement -- the Offeror should not simply replicate text provided in the PWS, rather the Offeror should describe, in detail, the Offeror's plan for fully providing all services described across all functional areas specified in the PWS in an efficient and effective manner.

(e) CRITERION 3 – RELEVANT EXPERIENCE

File 4, Relevant Experience

The Offeror's Relevant Experience shall be submitted as File 4 of their Technical and Management Proposal. The filename shall be in this format <company name>RelevantExperience.---

The Offeror shall provide no more than three contracts for similar services that have been active (excluding closeout activities) during the past five years, prior to closing date of this solicitation, to be evaluated as relevant experience (note: these contracts must be the same as those submitted for relevant past performance). The Offeror shall clearly show a direct relationship to the cited relevant experience and the PWS requirements described in Section C.

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 contracts for each of the member organizations making up the Offeror's business unit (e.g., two team members join together to form a JV then each member of the JV shall provide no more than three contracts, for a total of six in this example, and submit those for evaluation). In addition to the three contracts submitted for the Offeror organization, the Offeror shall provide no more than three contracts for similar services that are active or have been completed during the past five years for each Prime Participant proposed to perform under any of the Contract Line Items (CLINs) or expected to perform on the CLINs of this contract (e.g. prime contractor shall have up to three contracts identified relevant to the work it plans to perform, Prime Participant A shall have up to three contracts identified relevant to the work it plans to perform, Prime Participant B shall have up to three contracts identified relevant to the work it plans to perform for a total of (including the Offeror's) not more than nine contracts identified for this example.)

Provide only information on experience relevant to the PWS.

Relevant Experience. For each of the three contracts identified, the Offeror shall submit the following experience information:

- Offeror Experience – The Offeror shall describe its relevant experience in performing work similar in size, scope, and complexity to that described in the PWS. Size, scope, and complexity are defined as follows: Size – around \$1 million per year; scope - type and characteristics of work; complexity – risks and performance challenges (all three must be similar in order to be considered relevant). The Offeror shall include a rationale of how they determined each referenced contract to be similar in size, scope, and complexity. The Offeror shall also describe the relevant experience in managing subcontracts under the experience identified.
- Prime Participant Experience – The Offeror shall describe their Prime Participant relevant experience in performing work similar in size, scope, and complexity to that described in the PWS. Size, scope, and complexity are defined as above.

(f) CRITERION 4 – RELEVANT PAST PERFORMANCE

File 5, Relevant Past Performance

The Offeror's Relevant Past Performance shall be submitted as File 5 of their Technical and Management Proposal. The filename shall be in this format <company name> PastPerformance.---

The Offeror's Relevant Past Performance shall include:

- Performance Reference Information Form (Exhibit E) is limited to the form and one additional sheet.
- Past Performance Questionnaire's (Exhibit D).
- Relevant past performance discussion.

The Government's receipt of Past Performance Questionnaire Forms that are completed by the referenced point(s)-of-contact are not subject to the Section L provision entitled "FAR 52.215-1 Instruction to Offerors – Competitive Acquisition" related to late proposals. However, all other performance information (e.g., performance reference information form, relevant past performance discussion that are completed by the Offeror and/or Prime Participant) not received by the deadline will not be considered.

RELEVANT PAST PERFORMANCE

The Offeror and all Prime Participant shall describe their past performance in performing relevant work from the same contracts identified as relevant experience. The Offeror shall clearly show a direct relationship to the cited relevant experience and the PWS requirements described in Section C. The Offeror and all Prime Participant bear the burden of demonstrating the relevancy of past performance; therefore, the Offeror and all Prime Participant shall provide the following:

Exhibit	Item	Purpose	Completed By:
C	Past Performance Information Questionnaire Cover Letter	Informs the identified reference that past performance information is being collected and identifies who past performance information is being collected on and the address and completion date for submission.	The Offeror and all Prime Participant complete the information in the exhibit and provide it to the identified reference along with the appropriate relevant past performance forms. NOTE: The identified reference does not need to include this exhibit back to the Government when submitting the relevant past performance forms.
D	Past Performance Questionnaire	Collects past performance information on the contract or project cited.	The identified reference specific to the contract cited for the reference is to complete and return directly to the Government as instructed in the cover letter.
E	Performance Reference Information Form	Identifies information on the contract for which relevant past performance information is being collected.	The Offeror and all Prime Participant.

The Offeror and all Prime Participant shall provide Exhibits **C and D, ~~E, and F~~** for each contract cited, to the appropriate referenced point(s)-of-contact for that contract. The referenced point-of-contact for each contract or project should complete and submit the Past Performance Questionnaire (Exhibit D) (completed by the reference point-of- contact) directly to the Contracting Officer at the address identified in the Past Performance Information Questionnaire cover letter, prior to the closing date of the RFP. Past Performance Questionnaire Forms (completed by the reference point-of-contact) not submitted in this manner shall not be considered. The contract information provided to the reference point-of-contact for completion of the questionnaire must be sufficient to enable cross- referencing of the Past Performance Reference Information Forms and the returned questionnaires.

In addition, for the same three contracts identified as relevant experience, the Offeror and all Prime Participant shall submit the following relevant past performance information to supplement the information collected in Exhibit E, Past Performance Reference Information Form:

- indicate if the work was performed as the prime or as a subcontractor;
- list of major subcontractors and their specific role and responsibility in the project;
- period of performance: start date and end date;
- staffing level;
- types of deliverables; and
- information on problems encountered on the identified contracts and subcontracts, and the corrective actions taken to resolve those problems.

Offerors and all Prime Participant shall not provide general performance information on the identified contracts as this information will be obtained from the references. 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 and Prime Participant may be contacted by the Government with the information received. The Government may obtain information from federal databases regarding contractor past performance and use that information in its evaluation.

(End of Provision)

L.28. PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III COST PROPOSAL

A. General. Volume III, Cost Proposal, shall consist of the Offeror's proposed fixed-price and estimated costs to perform the desired work as set forth in the Performance Work Statement (PWS). The following instructions are provided to assist in the preparation of a comprehensive fully-supported cost proposal. The cost proposal shall be evaluated in accordance with Section M of this solicitation. The cost proposal must be accurate, complete, and well documented to allow an adequate evaluation. Inadequate proposals may be rejected by the Contracting Officer and therefore not considered for award.

The Contracting Officer has determined that certified cost and pricing data are not required for this solicitation. However, in accordance with FAR 15.403-3 and 15.403-5, information other than certified cost and pricing data is required to determine if the proposed costs are reasonable, realistic, and reflect a clear understanding of the solicitation requirements. Therefore, the Offeror shall submit the other than certified cost and pricing data (including supporting documentation/attachments) in accordance with the cost proposal preparation instructions/format provided herein.

The Cost/Price Exhibit Templates provide the format for responding to the solicitation. In addition, the PWS includes resource load information with historical data representative to provide the Offeror an idea of the volume of work or type of skills required to perform the work required. Limited information is required for the fixed-price activities and more detailed information is required for the cost-plus-fixed-fee activities.

1. Cost Proposal: The cost proposal shall consist of the Offeror's proposed fixed-price for fixed-price activities and estimated cost to perform the cost-plus-fixed-fee activities. Each activity is described in the PWS. **Contractual cost information is not to be included in the Technical Proposal.** The transition activities are to be proposed with no profit/fee.
2. Detail: All of the cost/price and profit/fee information shall be included in Volume III of the proposal. None of the information contained in Volume III should be included in any other proposal volumes unless specifically requested in the solicitation (e.g., Limitations of Indirect Rates are requested as part of Volume I, Fill in of Clauses).
3. Performance Site: The place of performance for this contract is primarily Contractor's offices
4. Cost Exhibits: The cost exhibits included in Section J, Attachment F provide the format to be used in the development of the cost proposal detail.
5. Identification: All forms, tables, and exhibits must be identified and listed in the table of contents or index. All pages of the cost proposal, including forms, must be numbered. There is no page limitation to the cost proposal.
6. Modification to Cost Proposal: Any modification to the cost proposal shall clearly indicate the cost impact of the modification to the same level of detail shown in the original proposal. Tables or exhibits impacted by any change shall be clearly identified.
7. Prime Participant: Business entities other than the Offeror who will act on behalf of the Offeror under the contract through the expenditure of at least 10% of the DPLHs. Prime Participants may be subcontractors, teaming/joint venture partners, or interdivisional transfers of service. For DPLH planned to be performed by subcontractors performing less than 10% of the DPLH, the Offeror shall be responsible for inserting an estimated cost as part of the Offeror's cost proposal. For each organization acting as prime participant on a cost-plus-fixed-fee activity, cost information shall be required and furnished in the same format and level of detail as prescribed herein for the Offeror. The Offeror shall review Prime Participants' proposed costs for reasonableness and include these costs on the Exhibit A summary schedule totaling the efforts of all the participants. In the event that prime participant organization (other than the primary Offeror) desires to submit cost information separately, the proposal submitted must clearly identify which partnership/team they are submitting under. All submittals should be closely identifiable as to not leave any doubt of which entity they are proposing with (i.e. Prime Participant X cost proposal in support of Offeror Y). The Offeror is ultimately responsible for ensuring that the cost submitted separately by their Prime Participants are consistent with the amounts shown in the summary included in the total submitted by the Offeror. Any deviations in amounts shall be clearly explained and noted in the summary totals.
8. Direct Productive Labor Hours (DPLH): The Offeror shall identify the proposed Direct Productive Labor Hours (DPLH). Direct labor shall be proposed on the basis of Direct Productive Labor Hours (DPLH), i.e., estimated number of hours on the

job. All nonproductive labor hours (vacations, holidays, sick leave, etc.) shall be charged as an indirect cost included in the Offeror's fringe benefit or labor overhead pool of expenses.

9. **Direct Labor Categories:** The Offeror shall identify proposed direct labor rates for each of the Offeror labor categories performing on the contract, in accordance with the Offeror's accounting system. Direct labor rates of each Prime Participant shall be identified with the same level of detail as for the Offeror.
10. **Other Direct Costs:** The Other Direct Costs include materials, training, travel, and subcontracts. The subcontracts cost category shall not include labor cost for DPLH of Prime Participants. It is expected that any subcontract or consultant cost included in this section is for fixed price or time and material fixed rate subcontracts or consultants and not subject to any fee sharing and for work that does not rise to the level of what is expected for a Prime Participant.
11. **Rounding:** Final monetary extensions shall be expressed in whole dollars.
12. **Start Date:** For cost proposal preparation, the estimated start date of contract performance is September 13, 2017.

B. **Format and Content.** The Offeror shall submit Exhibits A through C to describe the cost/price of the Offeror's effort inclusive of Prime Participants. The Offeror shall also identify and discuss the contingencies used in developing the proposed costs/price and the basis for the cost/price estimate for each element, that is, how the labor rates were developed, how indirect rates were developed and calculated, etc. FAR Part 31, Contract Cost Principles and Procedures, must be the guide to the definition of the cost elements.

For consistency, the Offeror and Prime Participants submitting separately are 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, ".docx" for Word, or ".xlsx" for Excel files.

MANDATORY FILES	FILE NAME*
File 1 Contract Pricing Proposal Cover Sheet	<company name>Cover Sheet.---
File 2 Cost Exhibits A through C	<company name>Cost Exhibits.xls
File 3 Cost Discussion	<company name>Cost Discussion.---

The following file is required if the Offeror and/or Prime Participant has an Indirect Rate Agreement.

File 4 Indirect Rate Agreement	<company name>Rate Agreement.---
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All cost exhibits must be generated using EXCEL, and all formulas/algorithms used to develop the proposed costs must be viewable in these EXCEL files for NETL's review. The Offeror is instructed not to utilize any hidden fields in the EXCEL documents.

The cost discussion can be provided as a WORD or Adobe Acrobat PDF document.

*For Prime Participants, both the Offeror and the Prime Participant company names should precede the specified file name, example <company name>< prime participant>Cover Sheet.---

1. **File 1 – CONTRACT PRICING PROPOSAL COVER SHEET (<company name>Cover Sheet.---**)

The Contract Pricing Proposal Cover Sheet (NETL F 534.1-1) is available for downloading on NETL's homepage at: https://www.netl.doe.gov/File%20Library/Business/forms/534_1-1.doc.

The Offeror shall submit one set of fully executed Contract Pricing Proposal Cover Sheets. A set consists of one summary Contract Pricing Proposal Cover Sheet for the total proposed effort and separate Contract Pricing Proposal Cover Sheets for the one-year base period, and each of the one-year option periods of the contract performance. The instructions contained in Table 15-2 of FAR Subpart 15 shall be followed to provide adequate supporting documentation for the estimated costs indicated on the Contract Pricing Proposal Cover Sheet (blocks 6A through 6C). Offeror shall provide the name, address, and phone number of the Government audit office and contract administration office for the Offeror and any proposed Prime Participants or subcontractors on each Contract Pricing Proposal Cover Sheet (Block 9A and 9B).

2. **File 2 – COST EXHIBITS A through C (<company name>Cost Exhibits.---**)

File 2 shall consist of Exhibits A through C in the format provided in this solicitation. Sample formats for each Exhibit are contained in Section J, Attachment F.

Exhibit A -- Summary of Proposed Fixed-Price and Costs-Plus-Fixed-Fee by Year

The Offeror shall provide a summary (Exhibit A) by individual cost element for the total contract, which includes the total fixed-price and costs for each prime participant. The Exhibit provides for subtotals for the base period and each option period. A separate Exhibit A must also be prepared for each prime participant at the same level of detail required by the Offeror if a prime participant is proposed to perform work on a cost-plus-fixed-fee activity. Additional cost elements may be added as needed to reflect the Offeror's and prime participant's accounting system. If Facilities Capital Cost of Money (FCCOM) is proposed, the calculations including the Treasury rate used (as published in the Federal Register) shall be provided.

Exhibit B1 through B5 -- Direct Labor Costs/Price, Labor Rates, and Indirect Costs

Exhibit B1 and B2 – Detailed Costs for CLIN 1 - Regulatory Intervention Support and Technical Support Services

Exhibits B1 and B2 is required to be prepared and submitted by the Offeror and all prime participants. The Cost Exhibit template provides rows for each year of the contract.

The Offeror is provided historical information in the PWS resource load for this activity to use as a basis for proposing their DPLH to perform the work. The cost exhibit DPLH shall be consistent with that proposed by the Offeror in their staffing approach. Differences between the staffing approach and the proposed costs may result in receiving a lower evaluation in the technical evaluation and adjustments made to the most probable cost. A breakdown of the separate rates shall be provided in a footnote to the schedule. In addition, any assumptions about escalation of labor rates or other cost factors shall be explained in the Cost Discussion document.

Exhibit B3 through B4 – Fixed-Price for CLIN 2 – Project and Program Management and Regulatory Monitoring Services

Proposed fixed-price for the two fixed-price subCLINs. Each Offeror is reminded to include all cost relative to fulfilling the requirements of the PWS, including any applied indirect rates and profit. Each Offeror shall completely fill in the spaces provided in the cost exhibits B3 through B4 with their proposed fixed-price developed based on the labor categories, other planned direct costs, indirect rates, and profit. It is expected that the proposed fixed-price is inclusive of all anticipated and necessary costs to complete the PWS.

Exhibit B5 – Fixed-Price for CLIN 3 – Transition Activities

The Offeror shall propose a Firm-Fixed-Price for the transition activities. The Offeror's Firm-Fixed-Price shall be based on the PWS. The Offeror shall identify all appropriate price elements specifically related to the transition plan proposed in Volume II, Technical and Management Proposal. Examples of transition price elements could include: transition team costs, travel, office space and equipment rental for the transition team, supplies, and other costs such as recruiting and training new personnel. Transition team costs might include the labor (hours and rate per hour) and related costs such as fringe benefits and overhead of the Key Personnel, human resource personnel, etc., needed to execute the transition plan.

Exhibit B5 is given as an optional template for presenting the transition price. However, format of this schedule is up to the Offeror but should be designed to clearly show all of the proposed transition functions and associated price to demonstrate reasonableness of the lump sum price. **This shall be a no profit (no fee) price to conduct an orderly and efficient transition of the work.**

Exhibit C1 through C3 – Indirect Expenses

These exhibits provide the formats for the individual expense items for each indirect pool by item name and dollar amount. Previous fiscal year's history and current fiscal year's projected expenses shall be provided as well as the projected costs for

the next five years (each year of the contract). Separate exhibits are required for each proposed indirect cost center and rate. The format of these exhibits shall be modified to reflect the Offeror's and prime participant's accounting system.

The Cost Exhibit template includes exhibits for Fringe Benefit, Overhead, and General and Administrative (G&A) rates. Offeror and prime participant(s) shall create additional indirect expense exhibits in the same level of detail required for the three established indirect rates, if other indirect rates such as material handling are proposed. As additional exhibits are created, the numbering format should continue (e.g., C4, C5, etc.).

Exhibit C1 – Fringe Benefit Expense Schedule

On separate schedules, Offeror and prime participants shall provide their most recently completed fiscal year and current fiscal year projected fringe benefit costs and rates and then the projected fringe benefit costs and rate calculations for each of the five years of the contract period.

Exhibit C2 – Overhead Expense Schedule

Offeror and prime participants shall provide an overhead expense schedule and ceilings be established for the Offeror and all prime participant(s).

On separate C2 schedules, Offeror and prime participant(s) shall provide their most recently completed fiscal year and the current fiscal year projected overhead pools and allocation bases to provide an overhead expense history. Offeror and prime participant(s) shall also provide overhead cost and rate projections for each year of the five-year contract period. These costs shall include the administrative support personnel (HR, Procurement, Accounting, Time Keeping, Project Control, etc.). These individuals shall not be a direct charge to the contract and must be included in the overhead rate.

A proposed ceiling rate shall be established for all entities performing cost reimbursement work and shall be included for the overhead expense rate. This proposed ceiling rate may be expressed by expense category or as a percentage of the overall rate. The proposed ceiling rate, which shall be shown on Exhibit C2 and discussed in the Cost Discussion document, may be accepted as submitted or negotiated prior to award. The overhead expense rates must be established for all entities performing cost reimbursement work.

Exhibit C3 – General and Administrative (G&A) Expense Schedule

On separate C3 schedules, Offeror and all prime participant(s) shall provide their most recently completed fiscal year and current fiscal year projected G&A costs and rates and then the projected G&A costs and rate calculation for each year of the five-year contract period. G&A ceiling rates shall be provided for each year.

A proposed ceiling rate shall be established for all entities performing cost reimbursement work. A proposed ceiling rate for the Offeror and all Prime Participants shall be included for the G&A expense rate. This proposed ceiling rate, which shall be shown on Exhibit C3 and discussed in the Cost Discussion document, may be expressed by expense category or as a percentage of the overall rate. This proposed ceiling rate may be accepted as submitted or negotiated prior to award. The G&A expense rates must be established for all entities performing cost reimbursement work.

3. File 3 – COST DISCUSSION (<company name>Cost Discussion.---

The Offeror and Prime Participant(s) shall submit a brief discussion on the following:

Compensation for Professional Employees under Federal Contracts for Services.

Offeror and Prime Participants shall provide a proposed labor relations and total compensation plan for all work required under this solicitation. Compensation levels proposed shall clearly reflect the Offeror's and Prime Participants' understanding of work to be performed and indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. Salary rates or ranges shall take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Offeror and Prime Participants shall include the following information:

- (a) Provide a profile of the skill mix by classification for exempt (non-supervisory) and nonexempt positions.
- (1) Provide a schedule of direct labor by population, by job title, hire rate, and average rate by Fiscal Year. If "Rate Ranges" are used, explain the method of progression from minimum to maximum.
 - (2) Furnish any supporting information that the Wage and Salary Structure is competitive with local conditions which will insure the recruitment and retention of qualified personnel for this contract.
 - (3) Explain formula and frequency of adjustment if Offeror's wage and salary plan provides a "cost of living adjustment".
 - (4) List the fringe benefits and the estimated cost per hour for exempt and non-exempt personnel including holidays, sick leave, vacation, severance, pensions, insurance (hospital, disability, medical, dental, life, etc.).
 - (5) If Offeror and/or Prime Participant company or other divisions of a parent company are performing a Government contract in the local area or at the same site of performance as this contract, identify any difference in the proposed "wage and salary plan" including fringe benefits and explain the rationale for these differences.
- (b) Describe approach to crediting employees' service with the current Contractor toward any length of service requirements of Offeror's or Prime Participants' company for such fringe benefits as vacation, sick leave, and severance pay allowance for employees of the current Contractor who may continue on the contract with Offeror's or Prime Participants' company.
- (c) Briefly define the terms "exempt" and "non-exempt" as used by Offeror and Prime Participants' company.

Escalation – The Offeror and prime participant(s) shall discuss the rationale/methodology for the escalation that is proposed for the out-years. If based on industry indices or other national standards, the Offeror and prime participant(s) shall provide the reference to the appropriate resource. If no escalation is proposed, the Offeror and prime participant(s) shall discuss the rationale supporting their position.

Estimating Procedure

Offeror and Prime Participants shall provide an explanation of the estimating procedures used. It is essential that there be a clear understanding of the below-listed factors. The following shall be covered in the estimating procedures explanation:

- (a) The existing verifiable data;
- (b) The judgmental factors applied in projecting from known data to the estimate;
- (c) The contingencies used by the Offeror and Prime Participants in the proposed costs; and
- (d) The basis of the cost estimate for each element of cost, to include how the labor rates and the indirect rates were developed, choice of subcontracts/consultants, material prices, etc. Cost discussion should specifically include the required on-site overhead, off-site overhead and G&A rate ceilings and the methodology for the rate calculations.

Company Compensation Policies

Offeror and prime participant(s) shall briefly describe company compensation policies in the following areas (existing company publications may be furnished):

1. Salary increases:
 - a. Merit
 - b. Cost-of-Living

- c. General
- d. Other

2. Fringe Benefits:

- a. Paid absences (vacations, sick leave, etc.)
- b. Insurance contributions
- c. Retirement
- d. Other

3. Travel/Per Diem

4. Bonuses/Other Employee Incentives

5. Severance

6. Overtime

7. Uncompensated overtime

8. Shift Premium

4. File 4 – INDIRECT RATE AGREEMENT(S) (<company name>Rate Agreement.---)

Offeror and prime participant(s) shall also submit any current Indirect Rate Agreements or notices established by their Cognizant Federal Agency as required by Section H, clause “Annual Indirect Rate Submissions.” Any available Audit and Indirect Rate Agreements shall be submitted as File 4 of the cost proposal.

(End of Provision)

Section M - Evaluation Factors for Award

M.1. 52.217-5 EVALUATION OF OPTIONS. (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

M.2. PROPOSAL EVALUATION - GENERAL

The Offeror selected for award will be the responsible Offeror whose proposal is determined to be the best overall value to the Government. Proposals received in response to the Solicitation will be evaluated using the evaluation criteria set forth in this section. Evaluation will be performed to determine the Offeror's understanding of the entire Performance Work Statement's performance requirements, the reasonableness, completeness, merit and relevance of the Offeror's proposal to successfully perform the solicitation requirements, cost reasonableness, the most probable cost and price reasonableness to the Government. Only proposals offering the full range of services in the Performance Work Statement, all items identified in Part I, Section B for the base period and for all identified option periods will be evaluated and considered for award.

(End of Provision)

M.3. COMPLIANCE WITH THE REQUEST FOR PROPOSAL

Volume I, Offer and Other Documents will not be point scored or adjectively rated. The proposal preparation instructions contained in Section L are designed to provide guidance to Offerors concerning the type and depth of information the Government considers necessary to conduct an informed evaluation of each proposal.

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 the proposal is determined to be grossly and obviously deficient as to be totally unacceptable on its face or to contain prices that are inordinately high or unrealistically low, it may be eliminated from further consideration before a detailed evaluation is performed. For example, a proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address the essential requirements of the solicitation, or if it clearly demonstrates that the Offeror does not understand the requirements of the solicitation. Deviations/exceptions taken to this solicitation will not necessarily cause a proposal to be considered unacceptable. However a large number of deviations/exceptions or one or more significant deviation may result in the rejection of the proposal as unacceptable. In the event a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation.

(End of Provision)

M.4. BASIS FOR CONTRACT AWARD

The Government intends to award one contract to the responsible Offeror whose proposal is responsive to the solicitation and is determined to be the best value to the Government; however, as stated in Part IV, Section L, Number of Awards, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government's best interest to do so.

Selection of the best value to the Government will be achieved through a process of evaluating the strengths and weaknesses of each Offeror's proposal in accordance with the Evaluation Criteria set forth in this Section M. In determining the best value to the Government, the Technical and Management Proposal Criteria are significantly more important than the evaluated cost/price. The Government is more concerned with obtaining a superior Technical and Management Proposal than making an award at the lowest evaluated cost. In determining potential trade-offs to arrive at the best value selection, the Government will assess the strengths, weaknesses, and deficiencies between or among competing Technical and Management Proposals from the standpoint of 1) what the

difference might mean in terms of anticipated performance; and 2) what the evaluated cost would be for the Government to take advantage of that difference. 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 and Management Proposal over another. Thus, to the extent that Offerors' Technical and Management Proposals are evaluated as technically equivalent (equal or so close to be considered equal in merit) the evaluated cost is more likely to be a determining factor.

(End of Provision)

M.5. OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA

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

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

Volume II Technical and Management Proposal is of significantly greater importance than the Volume III Cost Proposal. Volume II, Technical and Management Proposal will be adjectivally rated. The relative importance of the Technical and Management Proposal Criteria is as follows: Criterion 1 is of more importance than Criterion 2. Criterion 1 and Criterion 2 when combined are of significantly more importance than Criterion 3 and Criterion 4 when combined. Criterion 3 is more important than Criterion 4. The individual elements that comprise criteria 1, 2, 3, and 4 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.

(End of Provision)

M.6. EVALUATION CRITERIA - TECHNICAL

The Technical and Management Proposal will be evaluated in accordance with the following criteria, which are listed in descending order of importance. In addition, information contained in any of the files (regardless of the page limitations for each file/criterion) may be taken into consideration in the evaluation of any of the criterion of the Technical and Management Proposal.

TECHNICAL CRITERION 1: MANAGEMENT, ORGANIZATION, AND STAFFING APPROACH

The Government will evaluate the Offeror's proposed management, organization and staffing approach to effectively and efficiently manage, administer, and implement the contract as a whole, including, the technical, administrative, business, and quality functions required for executing the work defined in the PWS.

The Offeror will be evaluated on the extent to which the transition provides an efficient and realistic means transitioning the effort from the existing contract through the assumption of full contract responsibility including the continuing of operations during the transitions.

The Government will evaluate the reasonableness, merit, and completeness of the Offeror's proposed management structure and approach to administering and implementing all elements of the contract, including the demonstrated soundness of the management team's ability to identify and address the critical elements of managing a diverse set of work requirements that are performed concurrently. The Government will also evaluate the Offeror's experience with and demonstrated knowledge of the categories of work as described in the PWS, which includes experience with and demonstrated knowledge of deregulated and regulated utility markets, and right-sizing existing and future electric and natural gas infrastructure for large end-use customers, to administer the contract and to perform the work.

The Government will evaluate the breadth and effectiveness of the Offeror's subcontracting and/or teaming approach as applicable for implementing the requirements of the PWS as well as administering the contract, and the extent to which the Offeror's organizational approach provides an effective and efficient means for performing the work and administering the contract.

The Offeror's staffing approach will be evaluated in terms of it being effective from a strategic and an operational context for providing the resources necessary to perform the work described in the PWS, the expertise proposed, the extent to which it aligns with the varied resources required of the PWS, and the degree it provides for a flexible and adaptive workforce.

Key Personnel will be evaluated for the extent of their experience in performing relevant work including overall outcomes, the applicability and extent of their qualifications (e.g., education, experience, skill set, licenses, professional development) to effectively conduct the work as described in the PWS, their availability and degree of commitment, and the appropriateness of their proposed compensation.

The Government may contact references and previous employers to verify the accuracy of resume information and further assess the leadership, experience, and qualifications of Key Personnel, and may consider information obtained from any source in its evaluation of the Offeror's proposed Key Personnel.

CRITERION 2: TECHNICAL APPROACH

The Government will evaluate the Offeror's proposed technical approach to effectively and efficiently perform the work described in each section of the PWS, including its demonstrated understanding of requirements; the merit of the Offeror's approach to receiving, assigning, performing, and reporting required work, including teaming or subcontracting, as applicable; and the Offeror's proposed Quality Assurance/Quality Control approach.

TECHNICAL CRITERION 3: RELEVANT EXPERIENCE

The Government will evaluate the Offeror's relevant experience to determine the degree to which it demonstrates the likelihood it can successfully perform according to the requirements of the PWS. The Government will similarly evaluate the relevant experience of Prime Participant(s) proposed by the Offeror. In the case of a joint venture, Limited Liability Company, or other teaming arrangement formed for the purpose of competing for this contract, the Government will evaluate the relevant experience of the entities that comprise the newly formed entity.

Relevant experience includes current or past contracts similar in size, scope, and complexity, (all three must be similar in order to be considered relevant) to that of the work described in the Performance Work Statement. More recent experience will be weighted more heavily than earlier relevant experience.

CRITERION 4: PAST PERFORMANCE

The Past Performance Reference Information Form and Past Performance Information Questionnaire identified in Section L will be used to collect past performance information. The Government may evaluate past performance on less than the total number of contracts/references if all the completed questionnaires are not received.

During its evaluation, the Government will review and consider all relevant past performance information submitted by the Offeror's and/or Prime Participant references, may contact some or all of the references provided by the Offeror and/or Prime Participant, and may solicit past performance information from any other available sources including the DOD Past Performance Information Retrieval System (PPIRS) and the NIH Contractor Performance System. References other than those identified by the Offeror and/or Prime Participant(s) may be contacted and be considered by the Government regarding the evaluation of the Offeror's past performance. The Government may check readily available Government records including pertinent Government prime contracts, or from commercial references for relevant past performance information.

The Government will evaluate the Offeror's past performance to determine the degree to which it demonstrates the likelihood it can successfully perform the requirements of the PWS. The Government will similarly evaluate the relevant past performance of Prime Participant(s) proposed by the Offeror. In the case of a joint venture, Limited Liability Company, or other teaming arrangement formed for the purpose of competing for this contract, the Government will evaluate the relevant past performance of the entities that comprise the newly formed entity.

Relevant past performance includes current or past contracts similar in size, scope, and complexity (all three must be similar in order to be considered relevant) to that of the work described in the Performance Work Statement. The Government will use information furnished by the Offeror and reference(s), and other information obtained from other sources in evaluating relevant past performance.

For Offerors without a record of relevant past performance or for whose past performance information is not available, the Offeror will not be evaluated favorably or unfavorably.

(End of Provision)

M.7. EVALUATION CRITERIA - COST

Volume III, Cost Proposal will neither be point-scored, nor adjectively rated, but will be evaluated to determine reasonableness for the fixed-price CLINs and cost realism and completeness for the cost-plus-fixed-fee CLINs). For evaluation purposes, the total evaluated price will be the sum of the most probable cost determined for the cost-plus-fixed-fee CLINs plus the firm-fixed-price CLINs.

DOE will evaluate each Offeror's proposed cost/price, using one or more of the techniques defined in FAR 15.404, in order to determine if the proposed costs are reasonable, realistic, and complete. The evaluation of cost realism includes an analysis of specific elements of each Offeror's proposed cost to determine whether the proposed estimated cost elements are sufficient for the work to be performed; reflect a clear understanding of requirements; and are consistent with the methods of performance and materials described in the Offeror's Technical and Management Proposal.

For evaluation purposes, DOE will compute the most probable cost associated with the Offeror's proposal relative to the cost realism completed on the cost-plus-fixed fee CLIN. The most probable cost, for the basic contract term and all options, will be determined based on the Offeror's proposal and any upward or downward adjustments required from the evaluation of reasonableness, realism, and completeness. Cost and fee will not be adjectively rated or scored, but will be evaluated for consistency with the Technical and Management Proposal and will be used to determine which proposal will represent the best value to the Government. The total evaluated cost will be inclusive of the most probable cost plus the proposed fee.

DOE will evaluate the fixed fee proposed as part of its best value determination in accordance with the following:

The proposed fee will not be point scored or adjectively rated but will be evaluated for consistency and reasonableness and commensurate with the risk for the type of work to be required under this contract. The proposed fee will be used in determining which proposal represents the best value to the Government. The cost-plus-fixed-fee will be included as part of the total evaluated price for the contract. Offerors that propose a fixed fee that exceeds the statutory limitation specified in FAR 15.404-4(c) (4)(i) may be ineligible for award.

Escalation Rates, Indirect Rates and Ceilings: DOE will evaluate the escalation rates, indirect rates and ceilings proposed as part of its best value determination in accordance with the following:

The proposed escalation rates, indirect rates and ceilings will not be point scored or adjectively rated but will be evaluated for consistency and reasonableness and realism. The proposed escalation rates, indirect rates and ceilings will be used in determining which proposal represents the best value to the Government. Indirect rates will be included as part of the total evaluated price for the cost-plus-fixed-fee CLINs. The escalation rates and indirect ceilings proposed will be evaluated separately in accordance with the above regarding consistency, reasonableness, and realism.

(End of Provision)