

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   75	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER DE-SOL-0005982		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 11/22/2013
7. ISSUED BY NNSA/Contracts & Procurement Div. U.S. Department of Energy Contracts and Procurement Division P.O. Box 5400 Albuquerque NM 87185-5400		CODE 05001		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 1 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 \_\_\_\_\_ local time \_\_\_\_\_ (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.

<b>10. FOR INFORMATION CALL:</b>	A. NAME Krystal L. Maestas	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS krystal.maestas@nnsa.doe.gov
		AREA CODE 505	NUMBER 845-4268	EXT.	

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<input type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

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

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

**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 <i>(4 copies unless otherwise specified)</i>	
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY		26. NAME OF CONTRACTING OFFICER (Type or print) Maria A. Vigil	
CODE		CODE		27. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.  
AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

**CONTINUATION SHEET**REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-SOL-0005982

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Draft Request for Proposal (RFP) Proposals are not requested at this time and will not be considered. The comment period for the draft RFP will be from November 22, 2013 - December 23, 2013.				

2. CONTRACT NO.  
**DE-SOL-0005982**

CONTRACT SPECIALIST  
**MARIA A. VIGIL**  
  
**United States Department of Energy**  
**NNSA Contracts and Procurement Division**  
**Attn: Maria A. Vigil, Bldg 388 / NA-APM-124.2**  
**P. O. Box 5400**  
**Albuquerque, NM 87185-5400**  
  
**Phone: 505 845-4809**  
**Email: maria.vigil@nnsa.doe.gov**

# DRAFT

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ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>0001</b>		1 Lot	_____
	<p><i>Noun:</i> BASE PERIOD - ENVIRONMENTAL PROGRAM SERVICES</p> <p><i>Contract type:</i> R - COST PLUS AWARD FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i>                      The contractor shall provide all personnel and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to accomplish the work specified in Section J, Attachment 1, Performance Work Statement, dated November 20, 2013. The Contractor shall perform work at the designated corrective action sites at various locations where underground nuclear testing or related support activities have occurred within the cognizance of the Nevada Field Office to include the Nevada National Security Site, the Nevada Test and Training Range, and the Tonopah Test Range. Waste acceptance services will be performed at the NNSS and at waste generator sites.</p> <p>Period of Performance: October 1, 2014 - September 30, 2015</p>		_____
<b>0002</b>		1 Lot	_____
	<p><i>Noun:</i> AWARD FEE &amp; PERFORMANCE INCENTIVE FEE</p> <p><i>Contract type:</i> R - COST PLUS AWARD FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i>                      The total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance with Section J, Attachment 3 and Special H Clause, Section NNS-H-2012.</p> <p>Period of Performance: October 1, 2014 - September 30, 2015</p>		_____

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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0003		1	_____
		Lot	_____

*Noun:* BASE PERIOD - TRAVEL  
*Contract type:* S - COST  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

The contractor shall furnish all travel necessary to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing.***

The contractor shall be reimbursed for actual and reasonable allowable direct costs in accordance with the Federal Travel Regulation (FTR). Documentation for actual travel costs, complete with receipts for all transportation and lodging, must be submitted when invoicing for travel costs. Direct costs are reimbursed on actual expenses incurred. The contractor shall not exceed the ceiling amount as set forth in this CLIN.

Period of Performance: October 1, 2014 - September 30, 2015

0004		1	_____
		Lot	_____

*Noun:* BASE PERIOD - EQUIPMENT  
*Contract type:* S - COST  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

The contractor shall provide all costs associated with all contractor-acquired property to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing.***

Period of Performance: October 1, 2014 - September 30, 2015

0005		1	_____
		Lot	_____

*Noun:* BASE PERIOD - MATERIAL/SUPPLIES  
*Contract type:* S - COST  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

The contractor shall furnish all materials (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing.***

Period of Performance: October 1, 2014 - September 30, 2015

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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<b>0006</b>		1	_____
		Lot	_____

*Noun:* DATA AND REPORTS  
*Contract type:* R - COST PLUS AWARD FEE  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*  
 "Reporting Requirements Checklist." This CLIN is not separately priced (NSP) and the price for this effort is included in CLIN 0001.

Period of Performance: October 1, 2014 - September 15, 2015

<b>0007</b>		1	_____
		Lot	_____

*Noun:* TRANSITION  
*Contract type:* S - COST  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*  
 The Contractor shall perform all services and otherwise do all things necessary to successfully transition in performing Section 6, Transition of the Performance Work Statement, in Part III, Section J, Attachment 1, during the first 30 days after the effective date of the contract. ***This is a non-fee-bearing cost-reimbursable line item with a not to exceed ceiling amount. The total proposed transition costs become the contract transition cost ceiling where all amounts in excess of this ceiling are expressly unallowable unless approved by the Contracting Officer. Transition costs shall include all relocation costs for key personnel only.***

Transition performance period is from the first 30 days from the effective date of the contract.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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<b>1001</b>	OPTION CLIN		_____
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*Noun:* OPTION 1 - ENVIRONMENTAL PROGRAM SERVICES  
*Contract type:* R - COST PLUS AWARD FEE  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

The contractor shall provide all personnel and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to accomplish the work specified in Section J, Attachment 1, Performance Work Statement, dated November 20, 2013. The Contractor shall perform work at the designated corrective action sites at various locations where underground nuclear testing or related support activities have occurred within the cognizance of the Nevada Field Office to include the Nevada National Security Site, the Nevada Test and Training Range, and the Tonopah Test Range. Waste acceptance services will be performed at the NNSS and at waste generator sites. **The value of Option 1, CLIN 1001 if exercised, is \$\_\_\_\_\_.**

Period of Performance: October 15, 2014 - September 30, 2016

<b>1002</b>	OPTION CLIN		_____
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*Noun:* OPTION 1 - AWARD & PERFORMANCE INCENTIVE FEE  
*Contract type:* R - COST PLUS AWARD FEE  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

The total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance with Section J, Attachment 3 and Special H Clause, Section NNS-H-2012.

Period of Performance: October 1, 2015 - September 30, 2016

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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<b>1003</b>	OPTION CLIN		_____
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*Noun:* OPTION 1 - TRAVEL  
*Contract type:* S - COST  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

The contractor shall furnish all travel necessary to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 1, CLIN 1003 if exercised, is \$\_\_\_\_\_.***

The contractor shall be reimbursed for actual and reasonable allowable direct costs in accordance with the Federal Travel Regulation (FTR). Documentation for actual travel costs, complete with receipts for all transportation and lodging, must be submitted when invoicing for travel costs. Direct costs are reimbursed on actual expenses incurred. The contractor shall not exceed the ceiling amount as set forth in this CLIN.

Period of Performance: October 1, 2015 - September 30, 2016

<b>1004</b>	OPTION CLIN		_____
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*Noun:* OPTION 1 - EQUIPMENT  
*Contract type:* S - COST  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

The contractor shall provide all costs associated with cost allocations, charge-backs and all contractor-acquired property to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 1, CLIN 1004 if exercised, is \$\_\_\_\_\_.***

Period of Performance: October 1, 2015 - September 30, 2016

<b>1005</b>	OPTION CLIN		_____
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*Noun:* OPTION 1- MATERIALS/SUPPLIES  
*Contract type:* S - COST  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

The contractor shall furnish all materials (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 1, CLIN 1005 value if exercised, is \$\_\_\_\_\_.***

Period of Performance: October 1, 2015 - September 30, 2016

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**1006**      OPTION CLIN \_\_\_\_\_

*Noun:*                      OPTION 1 - DATA AND REPORTS  
*Contract type:*         R - COST PLUS AWARD FEE  
*Inspection:*             DESTINATION  
*Acceptance:*            DESTINATION  
*FOB:*                      DESTINATION

*Descriptive Data:*  
 The contractor shall submit reports in accordance with Section J, Attachment 2 entitled, "Reporting Requirements Checklist." This CLIN is not separately priced (NSP) and price of this effort includes the Option 1 CLIN 1001.

Period of Performance: October 1, 2015 - September 30, 2016

**2001**      OPTION CLIN \_\_\_\_\_

*Noun:*                      OPTION 2 - ENVIRONMENTAL PROGRAM SERVICES  
*Contract type:*         R - COST PLUS AWARD FEE  
*Inspection:*             DESTINATION  
*Acceptance:*            DESTINATION  
*FOB:*                      DESTINATION

*Descriptive Data:*  
 The contractor shall provide all personnel and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to accomplish the work specified in Section J, Attachment 1, Performance Work Statement, dated November 20, 2013. The Contractor shall perform work at the designated corrective action sites at various locations where underground nuclear testing or related support activities have occurred within the cognizance of the Nevada Field Office to include the Nevada National Security Site, the Nevada Test and Training Range, and the Tonopah Test Range. Waste acceptance services will be performed at the NNS and at waste generator sites. **The value of Option 2, CLIN 2001 if exercised, is \$ \_\_\_\_\_.**

Period of Performance: October 1, 2016 - September 30, 2017

**2002**      OPTION CLIN \_\_\_\_\_

*Noun:*                      OPTION 2- AWARD & PERFORMANCE INCENTIVE FEE  
*Contract type:*         R - COST PLUS AWARD FEE  
*Inspection:*             DESTINATION  
*Acceptance:*            DESTINATION  
*FOB:*                      DESTINATION

*Descriptive Data:*  
 The total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance Section J, Attachment 3 and Special H Clause, Section NNS-H-2012.

Period of Performance: October 1, 2016 - September 30, 2017

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**2004**

**2003**

OPTION CLIN \_\_\_\_\_

*Noun:* OPTION 2 - TRAVEL  
*Contract type:* S - COST  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

*The contractor shall furnish all travel necessary to accomplish the work specified in the Performance Work Statement, Attachment 1. **This is a cost reimbursable item only and is non-fee bearing. The value of Option 2, CLIN 2003 if exercised, is***  
**\$\_\_\_\_\_.**

*The contractor shall be reimbursed for actual and reasonable allowable direct costs in accordance with the Federal Travel Regulation (FTR). Documentation for actual travel costs, complete with receipts for all transportation and lodging, must be submitted when invoicing for travel costs. Direct costs are reimbursed on actual expenses incurred. The contractor shall not exceed the ceiling amount as set forth in this CLIN.*

*Period of Performance: October 1, 2016 - September 30, 2017*

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>2004</b>	OPTION CLIN		
	<p><i>Noun:</i> OPTION 2 - EQUIPMENT  <i>Contract type:</i> S - COST  <i>Inspection:</i> DESTINATION  <i>Acceptance:</i> DESTINATION  <i>FOB:</i> DESTINATION  <i>Descriptive Data:</i>                      The contractor shall provide all costs associated with cost allocations, charge-backs and all contractor-acquired property to accomplish the work specified in the Performance Work Statement, Attachment 1. <b><i>This is a cost reimbursable item only and is non-fee bearing. The value of Option 2, CLIN 2004 if exercised, is \$_____.</i></b></p>		
	Period of Performance: October 1, 2016 - September 30, 2017		
<b>2005</b>	OPTION CLIN		
	<p><i>Noun:</i> OPTION 2- MATERIALS/SUPPLIES  <i>Contract type:</i> S - COST  <i>Inspection:</i> DESTINATION  <i>Acceptance:</i> DESTINATION  <i>FOB:</i> DESTINATION  <i>Descriptive Data:</i>                      The contractor shall furnish all materials (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement, Attachment 1. <b><i>This is a cost reimbursable item only and is non-fee bearing. The value of Option 2, CLIN 2005 if exercised, is \$_____.</i></b></p>		
	Period of Performance: October 1, 2016 - September 30, 2017		
<b>2006</b>	OPTION CLIN		
	<p><i>Noun:</i> OPTION 2 - DATA AND REPORTS  <i>Contract type:</i> R - COST PLUS AWARD FEE  <i>Inspection:</i> DESTINATION  <i>Acceptance:</i> DESTINATION  <i>FOB:</i> DESTINATION  <i>Descriptive Data:</i>                      The contractor shall submit reports in accordance with Section J, Attachment 2 entitled, "Reporting Requirements Checklist." This CLIN is not separately priced (NSP) and price for this effort is included in CLIN 2001.</p>		
	Period of Performance: October 1, 2016 - September 30, 2017		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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<b>3001</b>	OPTION CLIN		_____
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*Noun:* OPTION 3 - ENVIRONMENTAL PROGRAM SERVICES  
*Contract type:* R - COST PLUS AWARD FEE  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

The contractor shall provide all personnel and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to accomplish the work specified in Section J, Attachment 1, Performance Work Statement, dated November 20, 2013. The Contractor shall perform work at the designated corrective action sites at various locations where underground nuclear testing or related support activities have occurred within the cognizance of the Nevada Field Office to include the Nevada National Security Site, the Nevada Test and Training Range, and the Tonopah Test Range. Waste acceptance services will be performed at the NNSS and at waste generator sites. **The value of Option 3, CLIN 3001 if exercised, is \$\_\_\_\_\_.**

Period of Performance: October 1, 2017 - September 30, 2018

<b>3002</b>	OPTION CLIN		_____
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*Noun:* OPTION 3 - AWARD & PERFORMANCE INCENTIVE FEE  
*Contract type:* R - COST PLUS AWARD FEE  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

The total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance with Section J, Attachment 3 and Special H Clause, Section NNS-H-2012.

Period of Performance: October 1, 2017 - September 30, 2018

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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<b>3003</b>	OPTION CLIN		_____
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*Noun:* OPTION 3 - TRAVEL  
*Contract type:* S - COST  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

The contractor shall furnish all travel necessary to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 3, CLIN 3003 if exercised, is \$\_\_\_\_\_.***

The contractor shall be reimbursed for actual and reasonable allowable direct costs in accordance with the Federal Travel Regulation (FTR). Documentation for actual travel costs, complete with receipts for all transportation and lodging, must be submitted when invoicing for travel costs. Direct costs are reimbursed on actual expenses incurred. The contractor shall not exceed the ceiling amount as set forth in this CLIN

Performance Period: October 1, 2017 - September 30, 2018

<b>3004</b>	OPTION CLIN		_____
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*Noun:* OPTION 3 - EQUIPMENT  
*Contract type:* S - COST  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

The contractor shall provide all costs associated with cost allocations, charge-backs and all contractor-acquired property to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 3, CLIN 3004 if exercised, is \$\_\_\_\_\_.***

Period of Performance: October 1, 2017 - September 30, 2018

<b>3005</b>	OPTION CLIN		_____
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*Noun:* OPTION 3 - MATERIALS/SUPLIES  
*Contract type:* S - COST  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

The contractor shall furnish all materials (except as may be expressly set forth in this contract as furnished by the Government) to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 3, CLIN 3005 if exercised, is \$\_\_\_\_\_.***

Period of Performance: October 1, 2017 - September 30, 2018

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
<b>3006</b>	OPTION CLIN		
	<p><i>Noun:</i> OPTION 3 - DATA AND REPORTS  <i>Contract type:</i> R - COST PLUS AWARD FEE  <i>Inspection:</i> DESTINATION  <i>Acceptance:</i> DESTINATION  <i>FOB:</i> DESTINATION</p>		
	<p><i>Descriptive Data:</i>  The contractor shall submit reports in accordance with Section J, Attachment 2 entitled, "Reporting Requirements Checklist." This CLIN is not separately priced (NSP) and the price for this effort is included in CLIN 3001.</p>		
	<p>Period of Performance: October 1, 2017 - September 30, 2018</p>		
<b>4001</b>	OPTION CLIN		
	<p><i>Noun:</i> OPTION 4 - ENVIRONMENTAL PROGRAM SERVICES  <i>Contract type:</i> R - COST PLUS AWARD FEE  <i>Inspection:</i> DESTINATION  <i>Acceptance:</i> DESTINATION  <i>FOB:</i> DESTINATION</p>		
	<p><i>Descriptive Data:</i>  The contractor shall provide all personnel and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary to accomplish the work specified in Section J, Attachment 1, Performance Work Statement, dated November 20, 2013. The Contractor shall perform work at the designated corrective action sites at various locations where underground nuclear testing or related support activities have occurred within the cognizance of the Nevada Field Office to include the Nevada National Security Site, the Nevada Test and Training Range, and the Tonopah Test Range. Waste acceptance services will be performed at the NNSS and at waste generator sites. <b>The value of Option 4, CLIN 4001 if exercised, shall be \$_____.</b></p>		
	<p>Performance Period: October 1, 2018 - September 30, 2019</p>		
<b>4002</b>	OPTION CLIN		
	<p><i>Noun:</i> OPTION 4 - AWARD &amp; PERFORMANCE INCENTIVE FEE  <i>Contract type:</i> R - COST PLUS AWARD FEE  <i>Inspection:</i> DESTINATION  <i>Acceptance:</i> DESTINATION  <i>FOB:</i> DESTINATION</p>		
	<p><i>Descriptive Data:</i>  The total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance with Section J, Attachment 3 and Special H Clause, Section NNS-H-2012.</p>		
	<p>Performance Period: October 1, 2018 - September 30, 2019</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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4003	OPTION CLIN		_____
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*Noun:* OPTION 4 - TRAVEL  
*Contract type:* S - COST  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

The contractor shall furnish all travel necessary to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 4, CLIN 4003 if exercised, is \$\_\_\_\_\_.***

The contractor shall be reimbursed for actual and reasonable allowable direct costs in accordance with the Federal Travel Regulation (FTR). Documentation for actual travel costs, complete with receipts for all transportation and lodging, must be submitted when invoicing for travel costs. Direct costs are reimbursed on actual expenses incurred. The contractor shall not exceed the ceiling amount as set forth in this CLIN

Performance Period: October 1, 2018 - September 30, 2019

4004	OPTION CLIN		_____
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*Noun:* OPTION 4 - EQUIPMENT  
*Contract type:* S - COST  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

The contractor shall provide all costs associated with cost allocations, charge-backs and all contractor-acquired property to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 4, CLIN 4004 if exercised, is \$\_\_\_\_\_.***

Performance Period: October 1, 2018 - September 30, 2019

4005	OPTION CLIN		_____
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*Noun:* OPTION 4 - MATERIALS/SUPPLIES  
*Contract type:* S - COST  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION

*Descriptive Data:*

The contractor shall provide all costs associated with cost allocations, charge-backs and all contractor-acquired property to accomplish the work specified in the Performance Work Statement, Attachment 1. ***This is a cost reimbursable item only and is non-fee bearing. The value of Option 4, CLIN 4005 if exercised, is \$\_\_\_\_\_.***

Performance Period: October 1, 2018 - September 30, 2019

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**4006**

OPTION CLIN

<i>Noun:</i>	OPTION 4 - DATA AND REPORTS
<i>Contract type:</i>	R - COST PLUS AWARD FEE
<i>Inspection:</i>	DESTINATION
<i>Acceptance:</i>	DESTINATION
<i>FOB:</i>	DESTINATION

*Descriptive Data:*

The contractor shall submit reports in accordance with Section J, Attachment 2 entitled, "Reporting Requirements Checklist." This CLIN is not separately priced (NSP) and the price for this effort is included in CLIN 4001.

Performance Period: October 1, 2018 - September 30, 2019

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**A. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT**

**NNS-B-1001 IMPLEMENTATION OF LIMITATION OF FUNDS (NOV 2009) (TAILORED)**

Pursuant to the clause FAR 52.232-22 in Section I, entitled, "Limitation of Funds", the total amount available for payment and allotted to this contract for CLIN(s) 0001, 0002, 0003, 0004, 0005, and 0007; 1001, 1002, 1003, 1004, 1005, 2001, 2002, 2003, 2004; 2005, 3001, 3002, 3003, 3004, 3005; 4001, 4002, 4003, 4004, and 4005 (if exercised) is \$0.00 \_\_\_\_\_. It is estimated that this amount is sufficient to cover performance through \_\_\_\_\_.

(End of Clause)

**NNS-B-1007 CONTRACT TYPE: COST-PLUS-AWARD-FEE (NOV 2009) (TAILORED)**

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

- (a) The total estimated cost of performance, inclusive of all option periods, is TBD
- (b) The base fee is \$0
- (c) The Total Available fee (as divided between Award Fee and Performance Incentive Fee in accordance with clause NNS-H-2012 ), inclusive of all option periods, is TBD
- (d) The award fee earned for performance from inception of contract through the evaluation period ending 30 SEP 2015 has been determined to be TBD.

Applicable to following Line Items: 0002, 1002, 2002, 3002 and 4002.  
Applies to Cost-Plus-Award & Performance Incentive-Fee CLIN(s) only.

(End of clause)

*Applies to Cost-Plus-Award-Fee CLIN(s) only.*

**NNS-B-1013 DISTRIBUTION OF AWARD FEE (OCT 2013)**

In the event of contract termination, in whole or in part, the amount of award fee available shall represent a pro-rata distribution associated with the evaluation period activities or events as determined by the Fee Determination Official (FDO).

(End of clause)

**NNS-B-1018 AUTHORIZATION OF TRANSITION COSTS UNDER THE CONTRACT (OCT 2013)**

Contract transition is a 30-day period of time, in accordance with Section H, NNS-H-2006, Transition Plan and Section J, Attachment 1, Performance Work Statement (PWS), prior to the date the Contractor assumes full responsibility for performing the entire PWS. During the transition period, the Contractor shall perform those activities necessary to be prepared to assume full responsibility for the contract requirements. The Contractor shall bring to the site its management team and other staff necessary to plan and conduct those activities that provide for an orderly transfer of responsibilities and accountability. The Contractor shall accomplish these activities in a manner that results in an effective transition of personnel and work activities while minimizing the cost of this effort. The contract transition cost ceiling is

-TBD-. All costs exceeding the ceiling are expressly unallowable unless approved by the Contracting Officer in writing in advance of the contractor incurring the costs.

(End of Clause)

.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**A. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT**

**DOE-C-1007 REPORTS (NOV 2009) (TAILORED)**

Reports shall be prepared and submitted in accordance with Attachment 2, Reporting Requirements Checklist located in Section J, and as specified in other clauses in the contract.

(End of clause)

**DOE-C-1008 PREPARATION AND TRANSMITTAL OF SCIENTIFIC AND TECHNICAL INFORMATION (AUG 2011) - ALTERNATE I (AUG 2011) (TAILORED)**

(a) The Contractor must make scientific and technical information (STI) available in accordance with DOE O 241.1B, "Scientific and Technical Information Management," to DOE's Office of Scientific and Technical Information (OSTI). This document can be accessed on the internet at <http://www.directives.doe.gov> and is incorporated into this contract by reference.

(b) The Contractor must make available and announce each report or other STI product electronically via the DOE Energy Link System (E-Link) (accessed on the Internet at <http://www.osti.gov/mlink>) using the Web form for "US DOE Announcement of DOE Scientific and Technical Information," via batch file, or through harvesting of metadata with a link to the respective site-hosted electronic report. Do not send reports or other STI products directly to OSTI in hard copy via U.S. mail. Acceptable document formats are Searchable or Non-Searchable PDF. Scientific and technical computer software must be made available and announced to OSTI using DOE F 241.4, "US DOE Announcement of Computer Software," <http://www.osti.gov/estsc/241-4pre.jsp>.

(End of clause)

**NNS-C-2001 CLAUSE AND PROVISION NUMBERING (OCT 2013)**

The clauses and provisions in this document are in numerical order but may not be numbered sequentially.

(End of clause)

**NNS-C-2002 PERFORMANCE WORK STATEMENT (OCT 2013)**

The Performance Work Statement (PWS) entitled "Environmental Program Services (EPS)," dated November 20, 2013, is Attachment 1 listed in Part III, Section J.

(End of clause)

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT**

**NNS-D-1001 PACKAGING (NOV 2009) (TAILORED)**

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

(End of clause)

**NNS-D-1002 MARKING (NOV 2009) (TAILORED)**

Each package, report or other deliverable shall be accompanied by a letter or other document that:

- (a) Identifies the contract by number under which the item is being delivered.
- (b) Identifies the deliverable Item Number or Report Requirement which requires the delivered items, and
- (c) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(End of clause)

**NNS-D-1003 SECURITY REQUIREMENTS (NOV 2009) (TAILORED)**

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials as prescribed by the current NNSA/DOE Safeguards and Security directives identified in Part III, Section J, Attachment 4, List of Applicable DOE, NNSA, NFO Directives and Regulations.

(End of clause)

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.246-5 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT**

**DOE-E-1001 INSPECTION AND ACCEPTANCE (NOV 2009) (TAILORED)**

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer, the COR or any other duly authorized Government representative identified by the Contracting Officer. The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

(End of clause)

<u>ITEM</u>	<u>SUPPLIES SCHEDULE DATA</u>	<u>QTY</u>	<u>DATE</u>
<b>0001</b>		1	30 Sep 2015
	<i>Noun:</i>	BASE PERIOD - ENVIRONMENTAL PROGRAM SERVICES	
	<i>ACRN:</i>	9	
<b>0002</b>		1	30 Sep 2015
	<i>Noun:</i>	AWARD FEE & PERFORMANCE INCENTIVE FEE	
	<i>ACRN:</i>	9	
<b>0003</b>		1	30 Sep 2015
	<i>Noun:</i>	BASE PERIOD - TRAVEL	
	<i>ACRN:</i>	9	
<b>0004</b>		1	30 Sep 2015
	<i>Noun:</i>	BASE PERIOD - EQUIPMENT	
	<i>ACRN:</i>	9	
<b>0005</b>		1	30 Sep 2015
	<i>Noun:</i>	BASE PERIOD - MATERIAL/SUPPLIES	
	<i>ACRN:</i>	9	
<b>0006</b>		1	30 Sep 2015
	<i>Noun:</i>	DATA AND REPORTS	
<b>0007</b>		1	30 Oct 2014
	<i>Noun:</i>	TRANSITION	

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

**52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (AUG 1989) (TAILORED)**

(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)

**B. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT**

**NNS-F-2001 CONTRACT PERFORMANCE PERIOD (OCT 2013)**

The transition period shall be 30 days from the effective date of the contract. The base period shall be for 12 months from the beginning of the transition period. Four option periods, if exercised, will extend the term of the contract an additional 48 months for a total of 60 months from the effective date of the contract as follows:

(1) Base Period: October 1, 2014 - September 30, 2015 with the first 30 days being the transition period.

(2) Option Periods:

Option 1: October 1, 2015 - September 30, 2016

Option 2: October 1, 2016 - September 30, 2017

Option 3: October 1, 2017 - September 30, 2018

Option 4: October 1, 2018 - September 30, 2019

(End of clause)

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**A. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT**

**DOE-G-1007 CONTRACTING OFFICER'S REPRESENTATIVE (NOV 2009) (TAILORED)**

The Contracting Officer's Representative (COR) for the purposes of monitoring and coordinating the technical requirements of this contract is Robert F. Boehlecke. Specific duties and responsibilities of the COR are those delegated in the COR Delegation for this contract.

(End of clause)

**DOE-G-1009 CONTRACTOR'S PROGRAM MANAGER (NOV 2009) (TAILORED)**

(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 provide the single 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)

**DOE-G-1010 NON-SUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES (NOV 2009) (TAILORED)**

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)

**NNSA-G-1001 BILLING INSTRUCTIONS (NOV 2009) (TAILORED)**

(a) Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting reimbursement for work performed on cost-reimbursement type contracts.

(b) Contractors must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the voucher. To obtain access to and use VIPERS, please visit the web page at <https://vipers.oro.doe.gov>. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the voucher.

(c) Detailed instructions on how to enroll and use the system can be found in the "Electronic Invoice Instructions" document under the "Document Links" section on the web page. Each voucher submitted shall include the following:

- (1) contract number;
- (2) order number;
- (3) contractor name;
- (4) date of voucher;
- (5) invoice number (invoices shall be sequentially numbered);
- (6) total amount of voucher;
- (7) period covered or items delivered; and
- (8) cumulative amount invoiced to date.

(d) In addition, the voucher must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and task order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.

(1) Statement of Cost. The following instructions are provided for use by the Contractor in the preparation and submission of the Statement of Cost:

(i) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.

(ii) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.

(iii) Indirect costs claimed must reflect the rates approved for billing purposes by the Contracting Officer.

(iv) The Direct Productive Labor Hour (DPLH) incurred during the current billing period must be shown and the DPLH Summary completed, if applicable.

(v) The total fee billed, retainage amount, and available fee must be shown.

(2) 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., program manager, senior engineer, technician, etc.) the hourly rate, the labor cost per category, and any claimed overtime; 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.

(e) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.

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

(g) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

(End of clause)

#### **NNS-G-2003 CONTRACT ADMINISTRATION (OCT 2013)**

This contract will be administered by:

NNSA, Nevada Field Office  
Attn: Ms. Lillian Minor  
232 Energy Way  
North Las Vegas, NV 89030  
Phone (702) 295-1671  
Fax: (702) 657-7568  
E-mail: Lillian.Minor@nnsa.doe.gov

Written communications shall make reference to the contract number and shall be mailed to the Contract Officer designated above.

(End of clause)

#### **NNS-G-2004 CORRESPONDENCE PROCEDURES (OCT 2013)**

In order to promote timely and effective administration, correspondence submitted under this contract shall contain a subject line commencing with the contract number, Contractor's name, and topic. If no Government Contract Administration Office is designated on the face page of this contract, all correspondence shall be subject to the following procedures:

(a) Technical Correspondence

Technical correspondence (as used herein, excludes technical correspondence if patent or technical data issues are involved and correspondence that proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the Contracting Officer's Representative (COR) or other duly authorized Government representative, with an information copy of the correspondence to the Contracting Officer.

(b) Correspondence Pertaining to Patent, Technical Data, or Intellectual Property

Correspondence pertaining to patent, technical data, or intellectual property shall be addressed to the Contracting Officer with information copies to the COR and the DOE/NNSA Patent Counsel. Contact the Contracting Officer prior to submitting correspondence to obtain DOE/NNSA Patent Counsel point of contact information.

(c) Other Correspondence

All other correspondence shall be addressed to the Contracting Officer with an information copy of the correspondence to the COR.

(End of clause)

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

**52.234-4 EARNED VALUE MANAGEMENT SYSTEM (JUL 2006)**

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

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

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

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

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

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

(1) Exercise of significant options; or

(2) Incorporation of major modifications.

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

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

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

---

(End of clause)

## **B. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT**

### **DOE-H-1011 DEPARTMENT OF LABOR WAGE DETERMINATIONS (NOV 2009) (TAILORED)**

In the performance of this contract the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination located in Section J, Attachment 5.

(End of clause)

### **DOE-H-1020 OPTIONS TO THE CONTRACT (NOV 2009) (TAILORED)**

(a) The Government may unilaterally exercise the option(s) in this contract by written notice to the Contractor within the term of the contract; provided that the Government shall give the Contractor a preliminary written notice of its intent to exercise at least 30 days before the contract expires. The preliminary notice does not commit the Government to execute the option.

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

(c) Should the Government exercise any option hereunder all contractual terms and conditions shall remain in effect.

#### **OPTIONS**

Option 1 - October 1, 2015 - September 30, 2016

Option 2 - October 1, 2016 - September 30, 2017

Option 3 - October 1, 2017 - September 30, 2018

Option 4 - October 1, 2018 - September 30, 2019

(End of clause)

### **DOE-H-1025 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (NOV 2009) (TAILORED)**

The Government may award contracts for on-site work or services to additional contractors. The Contractor shall cooperate fully with all other on-site DOE Contractors, and with Government employees, and carefully fit its own work to such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by a Government employee.

(End of clause)

### **DOE-H-1032 RELEASE OF INFORMATION (DEC 2011) (TAILORED)**

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to NNSA/NFO Office of Public Affairs, P.O. Box 98518, Las Vegas, NV 98158 with a copy provided to the Contracting Officer.

(End of clause)

### **DOE-H-1040 LOBBYING RESTRICTION (APPROPRIATIONS ACT 2013) (SEP 2013) (TAILORED)**

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)

**DOE-H-1048 SUSTAINABLE ACQUISITION UNDER DOE SERVICE CONTRACTS (MAY 2011)  
(TAILORED)**

(a) Pursuant to Executive Orders 13423, Strengthening Federal Environmental, Energy and Transportation Management, and 13514, Federal Leadership in Environmental, Energy, and Economic Performance, the Department of Energy is committed to managing its facilities in a manner that will promote the natural environment and protect the health and well being of its Federal employees and contractor service providers. As a service provider at a DOE facility you are urged to assist us in our efforts. Sustainable acquisition or environmentally preferable contracting has several interacting initiatives. Among the initiatives are the following:

Alternative Fueled Vehicles and Alternative Fuels  
Biobased Content Products (USDA Designated Products)  
Energy Efficient Products  
Non-Ozone Depleting Alternative Products  
Recycled Content Products (EPA Designated Products)  
Water Efficient Products (EPA WaterSense Labeled Products)

(b) You should familiarize yourself with these information resources:

Recycled Products are described at <http://epa.gov/cpg>  
Biobased Products are described at <http://www.biopreferred.gov/>  
Energy efficient products are at <http://energystar.gov/products> for Energy Star products and FEMP designated products are at <http://www.eere.energy.gov/femp/procurement>  
Environmentally Preferable Computers are at <http://www.epeat.net>  
Non-Ozone Depleting Alternative Products at <http://www.epa.gov/ozone/strathome.html>  
Water efficient plumbing fixtures at <http://epa.gov/watersense>

(c) In the course of providing services at the DOE site, if your services necessitate the acquisition of any of these types of products, it is expected that you will acquire the sustainable, environmentally preferable models unless the product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. While there is no formal reporting, DOE prepares a sustainable acquisition annual report and you may be asked to share information for our report.

(End of clause)

**DOE-H-1071 CONFERENCE SPENDING CONSOLIDATED AND FURTHER CONTINUING  
APPROPRIATIONS ACT, 2013 (MAY 2013) (TAILORED)**

The Contractor agrees that:

(a) No cost associated with conference activities shall be allowable under this contract unless the conference is directly and programmatically related to the purpose of the contract, and the specific work authorization/order/task directing the conference activities.

(b) The Contractor shall follow the most current guidance issued by DOE concerning reporting of conference related activities and spending. The Contractor shall request and obtain approval (if \$100,000 or greater), and report all conference activities through the Conference Management Reporting and Approval Tool on the DOE iPortal at <https://iportal.doe.gov>.

(c) Once the Contractor has received notification that approval (if net estimated DOE expenses exceed \$100,000) or registration (if net DOE expenses are \$100,000 or less) within the Conference Management Database has taken place, the contractor shall provide documentation to the Contracting Officer of the approval or registration. Notification of approval or registration consists of evidence of one of the following--

(1) The Conference Management Database Approval Comments field reflects "Approved" if DOE expenses are equal to or exceed \$100,000; or

(2) The Conference Management Database Event Status field is locked and the Approval Comments field reflects "Approval Not Needed at Current Estimates," if net DOE expenses will be \$100,000 or less.

(d) Upon receipt of the evidence in (c) above, the Contracting Officer will provide approval for the Contractor to begin incurring costs for the conference. Contracting Officer approval to begin incurring costs does not constitute a determination of allowability of the costs.

(e) The Contractor and its employees as well as conference sponsors, hosts and attendees shall aggressively seek to limit costs associated with a conference. Conference expenditures shall be kept to the minimum necessary to carry out the Department's mission and must be consistent with applicable portions of the Federal Travel Regulation, and 48 CFR chapter 1, the Federal Acquisition Regulation.

(f) DOE will review proposed conference activities based on estimated cost and attendance to ensure federal funds are used for purposes that are appropriate, cost effective, and important to the core mission. However, only the Contracting Officer has authority to determine if the costs incurred by the Contractor are allowable, allocable, and reasonable.

(g) The Contractor shall establish sufficient management controls to ensure the costs related to conferences it invoices the Government for are allowable, allocable and reasonable.

(h) The Contractor shall ensure its conference attendees conduct themselves with the highest level of professionalism and ethical behavior consistent with that expected of DOE employees.

(End of clause)

**NNS-H-1001 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (NOV 2009) (TAILORED)**

The Representations, Certifications, and Other Statements of Offeror were verified on the OnLine Representations and Certifications Application on the System for Award Management (SAM) Official U.S. Government system on \_\_\_\_\_TBD\_\_\_\_\_, Mountain Time, and are hereby incorporated by reference.

(End of clause)

**NNS-H-1002 STANDARD INSURANCE REQUIREMENTS (NOV 2009) (TAILORED)**

In accordance with DEAR clause 952.231-71, "Insurance - Litigation and Claims," the following kinds and minimum amounts of insurance are required during the performance of this contract:

(a) Worker's Compensation and Employer's Liability Insurance:

(1) the amount required by the State of Nevada under applicable Workers' Compensation and occupational disease statutes.

(2) employer's liability insurance of at least \$100,000.

(b) General Liability Insurance. Bodily injury liability coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) Automobile Liability Insurance. Coverage shall be provided on a comprehensive basis. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performance of this contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

(d) The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.

(End of clause)

### **NNS-H-1003 ACCESS TO DOE-OWNED OR LEASED FACILITIES (AUG 2011)**

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

(1) is the candidate suspected of being a terrorist;

(2) is the candidate subject to an outstanding warrant;

(3) has the candidate deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;

(4) has the candidate presented false or forged identity source documents;

(5) has the candidate been barred from Federal employment;

(6) is the candidate currently awaiting a hearing or trial or been convicted of a crime punishable by imprisonment of six (6) months or longer; or

(7) is the candidate awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

(1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.

(2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE-owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

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

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

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

(End of clause)

#### **NNS-H-1004 INFORMATION TECHNOLOGY EQUIPMENT USE (NOV 2009)**

(a) The Contractor is not authorized to acquire any information technology equipment, real or personal property, or data at the Government's expense, under this contract, without the prior written approval of the Contracting Officer. The Government will allow for access to its computer systems on an as-required basis and will provide the network capability (exclusive of hardware which will be provided by the Contractor).

(b) Requirements for information technology equipment which were not included in the Contractor's original proposal may not be acquired (leased or purchased) without the prior written consent of the Contracting Officer. If Contracting Officer consent is required, the Contractor shall furnish to the Contracting Officer information concerning the need for and selection of such information technology equipment, including the specific make and model; and the lease-versus-purchase determination.

(End of clause)

#### **NNS-H-1005 OBSERVANCE OF NATIONAL HOLIDAYS (NOV 2009) (TAILORED)**

Observance of National Holidays/Administrative Time-Off

(1) The Government observes the following days as national holidays:

- (i) New Year's Day
- (ii) Martin Luther King Day
- (iii) President's Day
- (iv) Memorial Day
- (v) Independence Day
- (vi) Labor Day
- (vii) Columbus Day
- (viii) Veteran's Day
- (ix) Thanksgiving Day
- (x) Christmas Day

Additionally, the Government will observe any other day designated by Federal statute, Executive Order, or Presidential proclamation.

(2) The Contractor shall not exceed the total number of holidays identified in paragraph (a) above. Contractor personnel shall comply with their own company's personnel policy and procedures regarding the administration of holidays. The costs associated with the observance of such holidays shall be consistent with company's established cost accounting standards and practices; other terms and conditions of the contract, and Federal Acquisition Regulation Part 31, Contract Cost Principles and Procedures.

(3) Any administrative time-off granted as a result of early holiday release; release or delay due to inclement weather; or any other administrative release other than vacation or sick time as defined and established in the contractor's existing written policies is at the discretion of the Contractor. However, when granting any such administrative time-off, the Contractor shall continue to provide sufficient personnel to perform critical or essential tasks under this contract. Costs for administrative time-off granted by the Contractor to its employees shall not be directly charged to the contract, nor shall the work be performed subsequently at premium or overtime pay.

(b) Billable Time

(1) Billable time performed during Contractor's normal duty hours of 7:00 (insert time) AM to 4:30 (insert time) PM, Monday through Friday, may include the following:

- (i) from the Contractor's facility to assigned site of work or Government training;
- (ii) in performing the assigned duties;
- (iii) transfer to a new assigned site of work; and
- (iv) return from assigned site of work to the Contractor's plant.

(2) Billable time outside normal duty hours will be reimbursed at normal salary or hourly rates.

(3) Billable travel time, except as provided in (1) above, shall include actual travel time and time to points of departure awaiting transportation. Overtime premiums will not be paid for time in travel nor will hours spent in continuous travel apply toward total workday or workweek hours in calculating overtime.

(End of clause)

**NNS-H-1006 CONFIDENTIALITY OF INFORMATION (NOV 2009)**

(a) To the extent that the work under this contract requires that the Contractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data belonging to other entities that is clearly marked as confidential or proprietary, the Contractor shall, after receipt thereof, treat such information in confidence and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized in writing by the Contracting Officer. The foregoing obligations, however, shall not apply to:

(1) Information or data that is in the public domain at the time of receipt by the Contractor;

(2) Information or data that is published or otherwise subsequently becomes part of the public domain through no fault of the Contractor;

(3) Information or data that the Contractor can demonstrate was already in its possession at the time of receipt thereof; or

(4) Information or data that the Contractor can demonstrate was received by it from a third party that did not require the Contractor to treat it in confidence.

(b) The Contractor agrees to enter into an agreement, identical in all material respects to the requirements of paragraph (a) above, with each entity supplying such confidential or proprietary information or data to the Contractor under this contract and to supply a copy of such agreement to the Contracting Officer. Upon request of the Contracting Officer, the Contractor shall furnish the Government with reports that specify any information or data received as confidential or proprietary and that identify the entity or entities who supplied the Contractor with such information or data.

(c) The Contractor shall obtain the written agreement of each employee permitted access to or furnished with confidential or proprietary business, technical, or financial information or data, whereby the employee agrees that such information or data that the Contractor is obligated to treat in confidence will not be discussed, divulged or disclosed except to those persons within the Contractor's organization directly concerned with the performance of this contract or to Government representatives. Notwithstanding the foregoing Contractor-employee agreement, upon request of the Contracting Officer, the Contractor agrees to obtain from each employee a confidentiality agreement acceptable to the Contracting Officer.

(d) This clause, including this paragraph (d) shall be included in subcontracts if there is a requirement or there becomes a requirement that the subcontractor be given access to or be furnished with confidential or proprietary business, technical, or financial information or data.

(End of clause)

#### **NNS-H-1008 GOVERNMENT-FURNISHED FACILITIES AND SERVICES (NOV 2009) (TAILORED)**

(a) During contract performance, the Government will furnish the Contractor office space for approximately 120 individual(s) on an as-required basis. Additional office space may be provided by the Government as the NNSA Environmental Management Office demands. If Government-provided space is not available at or near the work and/or training site, and the task requires on-site performance, suitable space may be rented by the Contractor with prior approval of the Contracting Officer.

(b) On-site utilities and office furnishings, standard manuals, supplies, and access to the Government computer systems may be furnished by the Government on an as-required basis. The Government may also provide all telephone and janitorial services, and on-site mail service for the on-site facilities during contract performance. "On-site" means a Government specified location at a Government facility.

(End of clause)

#### **NNS-H-1009 COMPUTER SYSTEMS SECURITY (NOV 2009) (TAILORED)**

(a) The Contractor agrees to comply with the NNSA/DOE directives identified in Part III, Section J, Attachment 4. (Title of directive(s)) and all other regulations specified in this contract or as required by law or regulations.

(b) The Contractor shall immediately provide written notification to the Contracting Officer when an employee of the Contractor no longer requires access to Government computer systems.

(End of clause)

#### **NNS-H-1010 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (JAN 2011)**

The Contractor is required to comply with the following in accordance with DOE O 221.1A, Reporting Fraud, Waste, and Abuse to the Office of Inspector General and DOE O 221.2A, Cooperation with the Inspector General:

(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 contractors' cognizance.

(d) Ensure that their 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 their 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) Contractors must 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.

(3) ensure that reprisals are not taken against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

(h) The DOE IG hotline telephone number is 202-586-4073.

(End of clause)

#### **NNS-H-1012 CONTRACTOR IDENTIFICATION SPECIFICATIONS (NOV 2009) (TAILORED)**

(a) Resident Contractor personnel, while visiting and/or working within Government facilities on a continuous basis must be recognizable as Contractors while in Government facilities. This shall be accomplished by wearing appropriate badges.

(b) Badges shall be worn on the outermost garment in the chest area. Such badges will neither replace base passes nor be regarded as positive proof of identification. Rather, they will serve to clearly differentiate between Government and non-Government personnel and determine the level of access. Contractors are responsible for acquiring an appropriate number of badges to meet the needs of their employees.

(End of clause)

**NNS-H-1013 IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION (UCNI) (JAN 2011) (TAILORED)**

In the performance of this contract, the Contractor is responsible for complying with the requirements of 10 C.F.R. Part 1017 and DOE Order 471.1B, or their successors, and for flowing down these requirements to subcontractors.

(End of clause)

**NNS-H-1015 FOREIGN NATIONAL ACCESS TO NNSA FACILITIES (JAN 2011) (TAILORED)**

(a) DOE Order 142.3A entitled Unclassified Foreign Visits and Assignments Program is incorporated into this contract by reference.

(b) The DOE Order is available on the internet at: <http://www.directives.doe.gov/> or by request to the Contracting Officer.

(End of clause)

**NNS-H-1016 PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS (NOV 2009) (TAILORED)**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

(End of clause)

**NNS-H-1017 VIOLENCE IN THE WORKPLACE (NOV 2009) (TAILORED)**

(a) Acts of aggression, violence (physical or verbal, intentional or reckless) and/or threats of such will not be tolerated in any situation at any NNSA facility. Contractors who engage in aggressive/violent behavior or threaten violence, among themselves or with Government employees, may be removed from the premises.

(b) Contractor supervisors or management representatives shall report any incident or threat of aggression, harassment, hostility, intimidation, or violence to the Contracting Officer or the COR. In all situations where violence has occurred or appears to be imminent, Contractor employees shall first call 911.

(End of clause)

**NNS-H-1019 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (NOV 2009)**

(a) No work may be performed at the covered workplace unless and until the government approves the Contractor's Worker and Safety Health Program. "Covered workplace" means a place at a DOE site where a Contractor is responsible for performing work in furtherance of a DOE or NNSA mission. "DOE site" means a DOE-owned or -leased area or location or other area or location controlled by DOE where activities and operations are performed at one or more facilities or places by a Contractor in furtherance of a DOE mission.

(b) The Contractor, or a subcontractor at any tier, shall comply with the requirements of 10 CFR 851, Worker Safety and Health Program. 10 CFR 851 is incorporated into the contract by reference. In the event of any conflict between this special contract requirement and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

(c) The Contractor shall implement and maintain a written Worker and Safety Health Program that provides the methods of implementing the requirements of Subpart C of 10 CFR 851 (or Part 851 or §851).

(d) Contractors must incorporate in the Worker and Safety Health Program any changes, conditions, or workplace safety and health standards directed by DOE consistent with the requirements of 10 CFR Part 851 and Laws, Regulations, Directives and NNSA Policy (if in the basic contract) and associated contract clauses. (see §851.13(c)(3)).

(e) The Contractor will provide a copy of their Government approval and WSHP plan to:

Mr. Glenn S. Podonsky, Chief  
Office of Health, Safety and Security HS-1  
Forrestal Bldg US DOE  
1000 Independence Ave SW  
Washington DC 20585

(f) Each year, 90 days before the anniversary of the contract effective date, the Contractor must submit to the Contracting Officer either an updated worker safety and health program for approval or a letter stating that no changes are necessary in the currently approved worker safety and health program.

(g) If a Contractor employs or supervises workers who are represented for collective bargaining by a labor organization, see §851.11(d).

(h) Nothing in Part 851 or this special contract requirement precludes a Contractor from taking any additional protective action that is determined to be necessary to protect the safety and health of workers (see §851.12).

(End of clause)

#### **NNS-H-1021 INSTRUCTIONS FOR UPDATING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (MAY 2012)**

(a) In order to submit periodic updates or to report changes to Foreign Ownership, Control or Influence information as required by DEAR 952.204-2, Security, the Contractor shall use the DOE FOCI electronic submission system located at <https://foci.anl.gov>.

(b) New users, when registering to update information under this contract, should select "NNSA Albuquerque Complex - Acquisition and Project Management (NA-APM)" as the FOCI Office that will review the FOCI Submission.

(c) Electronic signatures are not accepted; all FOCI documentation/forms requiring signatures, dates, and company seal (if applicable), must be printed, completed, and uploaded under the Miscellaneous Tab within the eFOCI system. NOTE: Hard copies of electronic FOCI submission package are no longer required, as indicated in the eFOCI system. Specific problems maneuvering through the fields within the eFOCI system can be clarified by contacting the eFOCI help desk at (630) 252-6566 or [fociserver@anl.gov](mailto:fociserver@anl.gov).

(End of clause)

#### **NNS-H-1022 LIMITATIONS ON SUBCONTRACTING COMPLIANCE AND REPORTING REQUIREMENTS -- SERVICES (NOV 2009)**

(a) Small Business Set-aside Prime Contractor Requirement: This clause is applicable to the small business set-aside prime Contractor required to perform a certain percentage of work with its own

employees or, in the case of supplies, a percentage of the cost of manufacturing in accordance with the requirements set forth in 13 CFR 125.6 'Prime Contractor Performance Requirements - Limitations on Subcontracting' and FAR 52.219-14 'Limitations on Subcontracting'.

(b) Service Contracts: Where a small business set-aside prime Contractor must meet the applicable percentage of work requirement as identified in FAR 52.219-14(b)(1), the contract type determines which computational method to apply as follows:

(1) Indefinite Delivery/ Indefinite Quantity (IDIQ) contracts: The Contractor shall submit a semi-annual report to the Contracting Officer documenting compliance with FAR 52.219-14(b)(1) and/or 13 CFR 124.510(c) demonstrating that it has performed the required percentage of costs for the total of all combined orders issued to that date. If the required percentage is not being met, the Contractor shall include, with the semiannual report, a plan to meet the required percentage before the contract end date.

(2) Contracts other than IDIQ: The Contractor shall submit a semi-annual report to the Contracting Officer documenting compliance with FAR 52.219-14(b)(1). If the required percentage is not being met, the Contractor shall also include, with the semiannual report, a plan to meet the required percentage before the contract end date.

(c) Instructions for Calculation of the Cost of Contract Performance Incurred for Personnel in Accordance with 'Limitations on Subcontracting': (FAR 52.219-14) - Services: When the work in this contract is identified as 'Services (except construction)' in accordance with FAR 52.219-14(b)(1), the small business prime Contractor shall utilize the following computational steps/instructions to determine whether the small business prime Contractor meets the applicable percentage of cost incurred for personnel with its own employees.

(1) Identify what parts of the project will be performed by small business prime Contractor employees and the related cost for each part. Provide and illustrate the calculation for Cost of Contract Performance Incurred for Prime Personnel, in accordance with the definitions below:

(i) "Cost of Contract Performance Incurred for Prime Personnel" includes fully burdened prime labor cost (direct labor and all indirect costs applied to direct labor - e.g., fringe, labor overhead, and G&A). All other direct costs (material, travel, ODCs, subcontracts, consultants, etc.) and "below the cost line" mark-ups -- such as profit and gross receipts tax -- are excluded.

(ii) "Cost of Contract Performance Incurred for Subcontractor/Consultant Personnel" includes fully burdened subcontractor labor (direct labor and all indirect costs applied to direct labor - e.g., fringe, labor overhead, and G&A) and consultant labor cost. All other direct costs (material, travel, ODCs, tiered subcontracts, tiered consultants, etc.) and "below the cost line" mark-ups -- such as profit and gross receipts tax -- are excluded. NOTE: Tiered subcontract(s) fully-burdened labor costs and tiered consultant labor costs should be computed in the same manner.

(iii) "Total Cost of Contract Performance Incurred for Personnel" means the total fully burdened labor cost for prime and subcontractor(s)/consultant personnel. (c)(1)(i) + (c)(1)(ii)

(iv) "Percent of Cost of Contract Performance Incurred by Prime Personnel" is calculated by dividing the above defined cost of "Cost of Contract Performance Incurred for Prime Personnel" by the "Total Cost of Contract Performance Incurred for Personnel" and multiplying the result by 100."

(2) Use a format similar to the following to identify and calculate "Cost of Contract Performance Incurred for Prime Personnel". Refer to the definitions above pertaining to "Cost of Contract Performance Incurred by Prime Personnel", "Total Cost of Contract Performance Incurred for Personnel" and "Percent of Cost of Contract Performance Incurred for Prime Personnel."

Clearly describe the Work to be Performed by Prime Personnel:

\_\_\_\_\_  
\_\_\_\_\_

Show Calculation of the Cost of Contract Performance Incurred for Personnel:

1. Fully-burdened Prime Labor Cost: = \$\_\_\_\_\_
2. Fully-burdened Subcontractor(s)/Consultant(s) Labor Cost: = \$\_\_\_\_\_
3. Total Fully-burdened Labor Cost (line 1 + line 2): = \$\_\_\_\_\_
4. Percentage of Contract Performance Incurred by Prime Personnel: = (line 1 / line 3) \* 100 = \_\_\_\_\_%

(End of clause)

**NNS-H-1026 PAYMENTS FOR DOMESTIC EXTENDED PERSONNEL ASSIGNMENTS (FEB 2013)**

(a) Definition. For purposes of this clause, 'domestic extended personnel assignments' are defined as any assignment of contractor personnel to a domestic location different than their normal duty station for a period expected to exceed 30 consecutive calendar days.

(b) For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400-§302-3.429) or a reduced per diem (Extended Travel Duty) described below.

(1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:

(i) For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days lodging will be reimbursed at the lesser of actual cost or 55% of Federal per diem.

(ii) For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. Otherwise, the Government will reimburse these costs at the lesser of actual cost or 55% of Federal per diem.

(2) The Government will not reimburse any costs associated with per diem (except for en-route travel) unless the contractor employee maintains a residence at the permanent duty station.

(3) The Government will not reimburse costs associated with salary premiums, per diem, or lodging/other subsidies for contractor employees on domestic extended personnel assignments after 3 years (except for the reimbursements described above during the last 30 days of the assignment).

(i) If an assignment has breaks within a three year period, the calculation of the total length of the assignment will be as follows:

If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three year clock. For instance, if a contractor employee completes a 2 year assignment at location A and returns to his permanent duty station for 12 months, a subsequent new 2 year assignment back to location A will restart the 3 year clock. The assignments will be considered

two separate 2 year assignments. On the other hand, if in the previous example the employee's return to his permanent duty station was 6 months, the Government would consider the second assignment to be a continuation of the first and it would be inconsistent with the three year rule.

(4) The Government will not reimburse costs associated with salary premiums that exceed 10%.

(5) The Contractor shall include the substance of this clause in all subcontracts in which travel will be reimbursed at cost.

#### **NNS-H-1042 PYRAMIDING OF FEE (OCT 2013)**

Pyramiding of fee/profit is expressly unallowable. Specifically, the prime Contractor's fee allocation base (both award fee and performance incentive fee) shall exclude all other team members' fee/profit. FAR Subpart 9.601 defines "Contractor team arrangement" as an arrangement where:

(i) Two or more companies form a partnership or joint venture to act as a potential prime contractor; or,

(ii) A potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

(End of clause)

#### **NNS-H-1043 TIME AND MATERIALS (T&M)/LABOR HOUR SUBCONTRACTS (OCT 2013)**

All T&M/Labor Hour subcontracted effort shall be removed from the contractor's available fee base/pool. Within 15 days of each award fee period, the Contractor shall provide a reconciliation of all amounts invoiced to the Government for any T&M/Labor Hour subcontracts performed under this contract.

The available award fee pool shall be reduced proportionately for all T&M/Labor hour effort invoiced during the period. For example, if the total invoiced T&M/Labor Hour subcontracted effort for the period represents five percent (5%) of the total amount invoiced for the period (both subcontracted and prime contractor effort), the total available award fee pool for the period shall be reduced five percent, rounded to the nearest dollar.

(End of clause)

#### **NNS-H-1045 ACCOUNTING SYSTEM REVIEW (NOV 2013)**

In the event the awardee's accounting system has not been audited previously by the federal Government to determine adequacy for determining costs applicable to a cost-reimbursement contract, an initial Contracting Officer determination of adequacy shall be made based on the Contractor's completion of Standard Form 1408, Preaward Survey of Prospective Contractor Accounting System. After award, the Government will perform an audit/review of the Contractor's accounting system. The audit may be performed by the Defense Contract Audit Agency (DCAA) or an independent auditor at the Government's discretion. If the post award accounting system review results in a determination that the contractor's accounting system is inadequate for determining costs applicable to the contract as required by FAR 16.301-3, the Contracting Officer, at his or her sole discretion, may temporarily withhold a portion or all of the amounts invoiced until such time that the Contracting Officer has determined to his/her full that the contractor's accounting system is adequate and that the withheld amounts are allowable, allocable, and reasonable in accordance with the contract terms. The Government may conduct additional periodic audits as necessary throughout contract performance to verify continued adequacy of the accounting system and allowability of costs. Nothing in this clause shall be construed as limiting the remedies available to the Government.

(End of clause)

#### **NNS-H-2006 TRANSITION TO FOLLOW-ON CONTRACT (OCT 2013)**

The Contractor recognizes that the work and services covered by this contract are vital to the NNSA mission and must be maintained without interruption, both at the commencement and the expiration of this contract. It is therefore understood and further agreed in recognition of the above:

That at the expiration of the contract term or any earlier termination thereof, the Contractor shall cooperate with a successor contractor or the Government by allowing the successor contractor to interview its employees for possible employment with the successor Contractor, and shall release such employees at the time established by the successor contractor or by NNSA. The Contractor shall cooperate with the successor Contractor and the Government with regard to the termination or transfer arrangements for such employees to assure maximum protection of employee service credits and fringe benefits.

(End of clause)

#### **NNS-H-2007 WORKPLACE SUBSTANCE ABUSE PROGRAM (OCT 2013)**

In accordance with 10 CFR 707 and DEAR clause 970.5223-4, Workplace Substance Abuse Programs at DOE Sites (DEC 2000), the contractor shall provide its program plan to the Contracting Officer Representative for approval.

(End of clause)

#### **NNS-H-2008 CONTRACTOR'S PROGRAM MANAGER (OCT 2013)**

The contractor shall designate a Program Manager who will be the contractor's authorized supervisor for technical and administrative performance of all work hereunder. Work requests are relayed to the contract workers via written work requests or directly via communications media (telephone, radio, etc.).

In addition, the Program Manager will be the single point of contact between the contractor and the Contracting Officer's Representative(s) under this contract for matters relating to supervision of contractor staff. All administrative support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the contractor.

The Program Manager shall receive and execute, on behalf of the contractor, such technical directions as the DOE Contracting Officer's Representative(s) may issue within the terms and conditions of the contract.

(End of clause)

#### **NNS-H-2009 LIMITATION OF FUTURE CONTRACTING (OCT 2013)**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in a manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for future contracts on an equal basis with other companies. Streamlined Approach for Environmental Restoration (SAFER) activities being performed under this contract are excluded from any restrictions identified in this clause.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such statements of work are incorporated into an NNSA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing NNSA contract.

(c) The following applies when work is performed under this contract: Unless prior written approval is obtained from the cognizant NNSA Contracting Officer, the Contractor, during the life of the task assignment, or tasking document and for a period of five (5) years after the completion of the task assignment, agrees not to enter into a contract with or to represent any party, other than NNSA, with respect to RCRA regulatory development or enforcement that would impact work to be performed under this contract.

(d) During the performance period of this contract, the Contractor will be ineligible to enter into any contract for remedial planning and/or implementation projects for sites within the assigned geographical area(s) covered by this contract without prior, written approval of the NNSA Contracting Officer.

(e) Unless an individual design for the site has been prepared by a third party, the Contractor will not provide to NNSA as a prime contractor, subcontractor or consultant any remedial environmental services at sites with the assigned geographical area(s) covered by this contract without prior written approval of the NNSA Contracting Officer.

(f) The Contractor and any subcontractors, during the life of the contract, shall be ineligible to enter into an NNSA contract or subcontract under an NNSA contract, which supports NNSA's Headquarters policy work including support for the analysis and development of regulations, policies, or guidance that govern, affect, or relate to the conduct of environmental response action activities, unless authorized by the Contracting Officer.

(End of clause)

#### **NNS-H-2010 GOVERNMENT-OWNED PROPERTY AND EQUIPMENT RESPONSIBILITIES FOR CONTRACT TRANSITION (OCT 2013)**

(a) The Contractor is not authorized to acquire real or personal property at the government's expense under this contract without authorized funding and prior written approval of the Contracting Officer (CO). The Contractor shall furnish to the CO information concerning the need for and selection of any facilities, equipment (including office equipment, furniture, fixtures, vehicles, or other real or personal property items). Requests for authorization shall include any analysis of the most economical method of acquisition.

(b) All real and personal property currently accountable to the incumbent contractor for contract performance will be provided to the Contractor. During the contract transition period, an inventory record of such property in the DOE Facilities Information Management System (FIMS) and incumbent contractor's personal property databases will be provided to the Contractor. Specifically, the following property acceptance requirements will be implemented:

(1) The Contractor must perform a joint wall-to-wall physical inventory with the incumbent contractor(s) of all accountable high-risk and sensitive property during the transition period and accept full accountability for the high-risk and sensitive property at the end of transition.

(2) The Contractor must accept, at the end of transition, transfer of accountability for the remaining government-owned real and personal property not covered under paragraph (1), based on existing inventory records, on an "as-is, where-is" basis, or perform a wall-to-wall inventory within the transition period of the contract. Any discrepancies from the existing inventory records shall be reported to the Contracting Officer. As the formal inventories are completed, the Contractor shall assume responsibility for subsequent losses and damages. If the physical inventory is not accomplished within the allotted time frame, the incumbent contractor's records will become the inventory baseline for the Contractor.

(End of clause)

**NNS-H-2012 TOTAL AVAILABLE FEE, PERFORMANCE - BASED PLAN (OCT 2013)**

(a) Total available fee, consisting of an award fee component for subjective performance requirements and a performance incentive fee component for objective performance requirements, determined in accordance with the provisions of this clause, is available for payment in accordance with the Performance-Based Fee Plan (PBFP) described in subparagraph (b) of this clause.

(1) The award fee for this contract shall be awarded upon the unilateral determination of the Fee Determination Official that an award fee has been earned. The unilateral decision is made solely at the discretion of the Government. This determination shall be based upon the Fee Determination Official's evaluation of the contractor's performance, as measured against the evaluation criteria set forth in the Performance Based Award Fee Plan of the PBFP.

(2) The incentive fee for this contract shall be awarded upon successful completion of discrete incentives as specified in the PBFP. The unilateral decision is made solely at the discretion of the Government. This determination shall be based upon the evaluation of the contractor's performance, as measured against the evaluation criteria set forth in the Performance Incentive Fee Plan of the PBFP. Performance Incentive Fee available for each period is as set forth in the PBFP.

(3) The Fee Determination Official may determine that all, none, or a portion of the Award Fee and Performance Incentive Fee has been earned in accordance with the PBFP for any evaluation period as his or her sole discretion.

(b) Establishment of the Performance-Based Fee Plan.

(1) Prior to the beginning of each fiscal year (October 1) under this contract, or other appropriate evaluation period as mutually agreed upon, the Contracting Officer and Contractor shall enter into negotiations to establish the content of the PBFP for the year or other appropriate period, including the evaluation areas and individual requirements subject to performance incentives. The PBFP will set forth the criteria upon which the Contractor will be evaluated relating to any technical, schedule, management, and/or cost objectives selected for evaluation, along with any other performance metrics and objectives agreed upon by the parties. In the event the parties fail to agree on the content in the PBFP at least 30 days prior to the start date of the applicable evaluation period, the Contracting Officer shall determine the contents of PBFP unilaterally at his or her sole discretion and it shall become a binding part of the contract for the applicable evaluation period. A copy of the PBFP shall be provided to the Contractor and shall be included in Section J, Attachment 3 of the contract.

(2) The fee pool will be split between Award Fee and Performance Incentive Fee over the life of the contract as follows.

Evaluation Period	Award Fee	Performance Incentive Fee	Total Available Fee
Base Period	40%	60%	100%
Option Year 1	40%	60%	100%
Option Year 2	40%	60%	100%
Option Year 3	40%	60%	100%
Option Year 4	40%	60%	100%

(End of clause)

**NNS-H-2013 KEY PERSONNEL (OCT 2013)**

(a) Pursuant to DEAR clause 952.215-70 "Key Personnel" are defined as follows:

NAME	TITLE
_____	Program Manager

_____	Soils Manager
_____	Underground Test Area Manager
_____	Radioactive Waste Acceptance Program Manager
_____	Program Integration Manager

The Key Personnel identified above shall be dedicated full-time to this contract and shall be the only key personnel identified under this contract.

(b) The clause entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance (i.e., not less than thirty (30) calendar days) of diversion of, or substitution for, any of these individuals. The Contractor shall obtain consent from the Contracting Officer prior to any substitution or diversion of key personnel.

(End of clause)

**NNS-H-2015 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2013)**

In addition to any Organizational Conflicts of Interest (OCI) statement or plan that the Contractor may have submitted with its offer, the Contractor shall also submit an OCI Compliance Plan to the Contracting Officer within 90 days after the award date of this Contract. The OCI Compliance Plan shall address the Contractor's approach for adhering to the Section I Clause 952.209-72, entitled, "Organizational Conflicts of Interest - Alternate I" and describes its procedures for aggressively self-identifying and resolving organizational conflicts of interest. The overall purpose of the OCI Compliance Plan is to demonstrate how the Contractor will assure that its operations meet the highest standards of ethical conduct, and how its assistance and advice are impartial and objective. The OCI Compliance Plan shall specifically address:

(1) How actual or potential OCI issues will be identified and either mitigated, resolved, or avoided during contract performance to include;

a) If the Contractor was/is/plans to be under contract with a regulatory agency, such as the U. S. Environmental Protection Agency (EPA) or state environmental agency, for the purposes of formulating/ revising Resource Conservation and Recovery Act (RCRA) regulations or policies that directly impact the activities that will be conducted under this contract.

b) If the Contractor was/is/plans to be under contract with a regulatory agency, such as the U. S. Environmental Protection Agency (EPA) or state environmental agency, for the purposes of providing RCRA oversight support of the activities that will be performed under this contract.

c) If the Contractor's objectivity in the performance of this contract could potentially be biased in any other way such as providing recommendations or advice to the government through the characterization process which could potentially impact the contractor's financial interests directly or indirectly.

(2) How the Contractor will ensure its work force is aware of and complies with Organizational Conflicts of Interest and OCI Compliance Plan requirements;

(3) How the Contractor will ensure that the activities of the Contractor's Parent Organization(s) and affiliated companies are consistent with its OCI Compliance Plan; and

(4) How the Contractor will protect confidential, proprietary, or sensitive information.

(End of clause)

**NNS-H-2016 SOFTWARE RIGHTS (OCT 2013)**

(a) If at any time during the performance of this contract, the Contractor believes that the use of Government-furnished computer resources, specifically Government-furnished software, may involve or result in the violation of the Government's license agreement; or that the performance of a requirement or task/delivery would involve the acquisition of licensed software to be delivered to the Government, the Contractor shall notify the Contracting Officer in writing and provide an explanation of the circumstances.

(b) The Contractor is not authorized to violate any licensing agreements, cause the NNSA to violate any licensing agreements, or acquire software which is covered by a licensing agreement on behalf of the Government without prior authorization of the Contracting Officer.

(End of clause)

**NNS-H-2018 PERMITS, APPLICATIONS, LICENSES, AND OTHER REGULATORY DOCUMENTS (OCT 2013) (NOV 2013)**

(a) The Contractor must obtain any licenses, permits, other approvals or authorizations for conducting pertinent activities at the facility. The Contractor is responsible for complying with all permits, licenses, certifications, authorizations and approvals from federal, state, and local regulatory agencies that are necessary for operations under this contract (hereinafter referred to collectively as 'permits'). Except as specifically provided in the section and to the extent not prohibited by law or cognizant regulatory authority, the Contractor (or, if applicable, its subcontractors) will be the sole applicant for any such permits required for its activities. The Contractor must take all appropriate actions to obtain transfer of existing permits, and DOE will use all reasonable means to facilitate transfer of existing permits. If DOE determines it is appropriate or if DOE is required by cognizant regulatory authority to sign permit applications, DOE may elect to sign as owner or similar designation, but the Contractor (or, if applicable, its subcontractors) must also sign as operator or similar designation reflecting its responsibility under the permit unless DOE waives this requirement in writing.

(b) The Contractor must submit for DOE's review and comment all permit applications, reports or other documents required to be submitted to cognizant regulatory authorities. Such draft documents must be provided to DOE within a time frame, identified by DOE, sufficient to allow DOE substantive review and comment; and DOE will perform such substantive review and comment within such time frame. When providing DOE with documents that are to be signed or co-signed by DOE, the Contractor will accompany such document with a certification statement, signed by the appropriate Contractor corporate officer, attesting to DOE that the document has been prepared in accordance with all applicable requirements and the information is, to the best of its knowledge and belief, true, accurate, and complete.

(c) Except as specifically provided in this clause and to the extent not prohibited by law or cognizant regulator authority, the Contractor (or, if applicable, its subcontractors) will be the signatory for reports, hazardous waste manifests, and other similar documents required under environmental permits or applicable environmental laws and regulations.

(d) DOE agrees that if bonds, insurance, or administrative fees are required as a condition for such permits, DOE shall reimburse the contractor for such costs to the extent that they are allowable, allocable, and reasonable in accordance with FAR Part 31 and DEAR Part 931. In the event that such costs are determined by DOE to be excessive or unreasonable, the Contracting Officer shall work with the program office, the regulatory agency and the Contractor to resolve the payment of these costs. Under no circumstances shall the Contractor or its parent companies be required to provide any corporate resources or corporate guarantees to satisfy such regulatory requirements.

(e) In the event of termination or expiration of this contract, DOE will require the new Contractor to accept transfer of all environmental permits executed by the Contractor, or DOE will accept

responsibility for such permits and the Contractor shall be relieved of all future liability and responsibility resulting from the acts or omissions of the successor Contractor or DOE.

(End of clause)

#### **NNS-H-2020 HAZARDOUS WASTES MANIFESTS AND LABELS (OCT 2013)**

The Contractor shall not identify the DOE/NNSA as the owner or generator of hazardous wastes on waste manifests or container labels or otherwise without written permission by the Contracting Officer, unless expressly and specifically permitted by the contract.

(End of clause)

#### **NNS-H-2021 LAWS, REGULATIONS, DIRECTIVES, AND NNSA POLICY (OCT 2013)**

The Contractor shall conduct contract operations and services in accordance with all applicable Federal, State, and local laws and regulations (including DOE regulations), DOE Orders and Directives, and NNSA Policy requirements. In performing work under this contract, the Contractor shall comply with the requirements of those DOE Orders/Directives or NNSA Policy requirements including Nevada Field Office requirements, or parts thereof, identified in Part III, Section J, Attachment 4. The Contracting Officer may, from time to time and at any time, revise the Section J Attachment "List of DOE Applicable Directives" by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising the list, the Contracting Officer shall notify the Contractor in writing of the Government's intent to revise the list and provide the Contractor with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the list and so advise the Contractor not later than 30 days prior to the effective date of the revision of the list. The Contractor and Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of the list pursuant to the applicable "Changes" clause of this contract.

(End of clause)

#### **NNS-H-2022 STOP-WORK AND SHUTDOWN AUTHORIZATION (OCT 2013)**

(a) Imminent Health and Safety Hazard: This is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the Facility Safety Envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) Nuclear Criticality, (2) Radiation Exposure, (3) Fire/Explosion, and/or (4) Toxic Hazardous Chemical Exposure.

(b) Stop Work: In the event of an imminent health and safety hazard, identified by facility line management or operators or facility health and safety personnel over-viewing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public and to protect NNSA facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions as required. Such mitigating action should subsequently be coordinated with the Nevada Field Office (NFO) Site Manager and Contractor management.

(c) Shutdown: In the event of an imminent danger in relation to the Facility Safety Envelope or a non-imminent health and safety hazard identified by facility line managers, facility operators, health and safety personnel over-viewing facility operations, or by independent oversight organizations, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the NFO Site Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to FAR Clause 52.242-15.

(d) Facility Representatives: NFO personnel designated as Facility Representatives (FR) provide the technical oversight of operations. The FR has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop work authority will be used for an operation of facility which is performing work the FR believes:

- (1) Poses an imminent danger to health and safety of workers or public if allowed to continue;
- (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
- (3) Could result in the release of radiological or chemical hazard to the environment in excess of regulatory limits.

(End of clause)

#### **NNS-H-2023 PAYMENT OF FEE (NOV 2013)**

Fee under this contract is earned through annual award fee evaluations and the achievement of performance incentive objectives. Payment of each of type of fee is discussed below:

(a) Award Fee: The contractor may invoice for earned award fee only after the end of the evaluation period and upon the Fee Determination Officials (FDO) decision regarding the amount of award fee earned for that period in accordance with the Performance-Based Award Fee Plan in Section J, Attachment 3. Provisional payment of award fee will not be made under this contract.

(b) Performance Incentive Fee: The contractor may invoice for earned performance incentive fee upon the Contractor's successful completion (as determined by the Contracting Officer) of each performance milestone or objective defined in the applicable Performance-Based Incentive Fee Plan in Section J, Attachment 3.

(End of clause)

#### **NNS-H-2024 ANNUAL TASK PLANS (NOV 2013)**

(a) All contract performance, including specific project tasks within the scope of this contract, and the associated annual budget shall be identified and scheduled in annual Task Plans (TPs), which shall be issued by the Contracting Officer (CO) in writing. Once the TP is approved, the contractor is obligated to comply with the requirements and budget of the TP.

(b) By August 1st of each contract year, the contractor shall submit to the CO and the Contracting Officer's Representative (COR) a proposed annual TP to cover the following contract year. The proposed TP shall be based on direction from the COR and/or CO and shall include, or be accompanied by, the following information:

- a. A proposed TP performance work statement (PWS);
- b. The applicable work breakdown structure numerical designations and titles;
- c. Reporting levels and/or control account levels;
- d. Proposed milestones, performance metrics, and deliverables
- e. A proposed Primavera P6 Professional schedule for the proposed TP SOW; and

- f. A proposed budget and cost estimate for the proposed TP PWS, including a basis of estimate.
- (c) The CO and COR will review the proposed TP and discuss any changes to the proposed TP with the contractor. The Parties will attempt in good faith to agree on a final TP, and once agreed upon, the Contracting Officer will sign the TP. In the event the Parties do not reach agreement prior to the beginning of the next contract year, the CO may issue the TP unilaterally. Once the TP has been approved and issued by the CO, modifications to the TP may be made only in writing by the CO.
- (d) If at any time throughout the contract period, the contractor expects to exceed the total estimated ceiling of an approved TP, a request for modification with documentation justifying the increase in ceiling cost shall be submitted by the contractor to the COR and the CO for approval. The modification must be executed by the CO in writing prior to the contractor incurring additional costs.
- (e) Performance under TPs is subject to the "Implementation of Limitation of Funds" clause at NNS-B-1001, the Limitation of Funds Clause at 52.232-22, and all other terms, conditions, and other requirements of the contract. Additionally, the requirements of this clause (NNS-H-1031) apply notwithstanding anything to the contrary in NSO O 410.XC or its successor.

(End of clause)

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
52.203-14	DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
52.204-2	SECURITY REQUIREMENTS (AUG 1996) - ALTERNATE II (APR 1984)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
52.204-12	DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (MAY 2012)
52.210-1	MARKET RESEARCH (APR 2011)
52.215-2	AUDIT AND RECORDS -- NEGOTIATION (OCT 2010)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS (AUG 2011)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 2010)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 2010)
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2013)
52.219-14	LIMITATIONS ON SUBCONTRACTING (NOV 2011)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990) Para (a), Dollar amount is '\$0.00'
52.222-3	CONVICT LABOR (JUN 2003)
52.222-17	NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (SEP 2010)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
52.222-37	EMPLOYMENT REPORTS ON VETERANS (SEP 2010)
52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-2	AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) - ALTERNATE I (JUL 1995) Para (b), Material Identification No: '_____'(filled in by the contractor)'
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1984)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-14	RIGHTS IN DATA -- GENERAL (DEC 2007)
52.227-14	RIGHTS IN DATA -- GENERAL (DEC 2007) - ALTERNATE II (DEC 2007)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
52.232-17	INTEREST (OCT 2010)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (JUL 2013) - ALTERNATE I (FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.233-1	DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-2	CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)
52.244-2	SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUN 2007) Para (d), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'TBD' Para (j), the following subcontracts which were evaluated during negotiations: 'TBD'
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2013) - ALTERNATE I (JUN 2010)
52.245-1	GOVERNMENT PROPERTY (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-25	LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

**B. OTHER CONTRACT CLAUSES**

952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)  
952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)  
952.204-75 PUBLIC AFFAIRS (DEC 2000)  
952.204-77 COMPUTER SECURITY (AUG 2006)  
952.208-70 PRINTING (APR 1984)  
952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009) - ALTERNATE I (AUG 2009)  
Para (b)(1)(i), period of restriction  
'three (3)'  
952.215-70 KEY PERSONNEL (DEC 2000)  
952.223-72 RADIATION PROTECTION AND NUCLEAR CRITICALITY (APR 1984)  
952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)  
952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)  
952.227-14 RIGHTS IN DATA -- GENERAL. (DOE COVERAGE) (FEB 1998) - ALTERNATE VII (FEB 1998)  
952.231-71 INSURANCE -- LITIGATION AND CLAIMS (JUL 2013)  
952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)  
970.5223-1 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)  
970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

**52.202-1 DEFINITIONS (DEVIATION) (JAN 2012)**

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acquisition.gov/far> the end of the FAR, after the FAR Appendix.

(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)

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

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

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

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

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

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

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

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

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

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

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

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and (iii) Gifts, including travel.

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

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

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

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

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

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

(vi) Real estate investments;

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

(viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall--

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

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

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

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

(C) Gifts, including travel; and

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

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a

personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

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

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

(3) Inform covered employees of their obligation--

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

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

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

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

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

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

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

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

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

(c) Mitigation or waiver.

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

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

(ii) A waiver of the requirement.

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

(3) The Contractor shall--

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

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

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

(1) That exceed \$150,000; and

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

(End of clause)

#### **52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

#### **52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)**

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made—

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless—

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contract information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at [http://www.whitehouse.gov/omb/procurement\\_index\\_exec\\_comp/](http://www.whitehouse.gov/omb/procurement_index_exec_comp/).

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changes from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this sections, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of Clause)

#### **52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) (TAILORED)**

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

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years and six months.

(End of clause)

#### **52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and

conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

- (1) The emergency planning reporting requirements of Section 302 of EPCRA.
- (2) The emergency notice requirements of Section 304 of EPCRA
- (3) The list of Material Safety Data Sheets required by Section 311 of EPCRA
- (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA
- (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA
- (6) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

(End of Clause)

#### **52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)**

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 15 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall--

- (1) Be submitted in writing;
- (2) Contain a certification that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
- (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the

Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

#### **52.232-99 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)**

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(End of clause)

#### **52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)**

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:  
listed in PART III, SECTION J, Attachment 6.

(End of clause)

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (TAILORED)**

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 address: <http://www.acquisition.gov/far/>.

(End of clause)

#### **52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

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

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

(End of clause)

### **B. DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT**

#### **952.204-2 SECURITY (MAR 2011)**

(a) Responsibility. It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) Regulations. The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

(c) Definition of Classified Information. The term Classified Information means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information, as amended, or prior executive orders, which is identified as National Security Information.

(d) Definition of Restricted Data. The term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

(e) Definition of Formerly Restricted Data. The term "Formerly Restricted Data" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information--

(1) relates primarily to the military utilization of atomic weapons; and

(2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(f) Definition of National Security Information. The term "National Security Information" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) Definition of Special Nuclear Material. The term "special nuclear material" means--

(1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been determined to be special nuclear material, but does not include source material; or

(2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) Access authorizations of personnel.

(1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

(2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

(i) A review must-- verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.

(ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

(iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those--

(A) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and

(B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

(iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed testing designated positions in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

(v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

(vi) The Contractor must furnish to the head of the cognizant local DOE Security Office, in writing, the following information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization--

- A. The date(s) each Review was conducted;
- B. Each entity that provided information concerning the individual;
- C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;
- D. A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and
- E. The results of the test for illegal drugs.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

(j) Foreign Ownership, Control, or Influence.

(1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, Certificate Pertaining to Foreign Interests, executed prior to award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer. Contractors are encouraged to submit this information through the use of the online tool at <https://foci.anl.gov>. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

(4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

(k) Employment announcements. When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

(l) Flow down to subcontracts. The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, Certificate Pertaining to Foreign Interests, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, Subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

(End of clause)

#### **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)

#### **952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (DEVIATION) (JUN 1996)**

(a) Authority. This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)

(b) Definitions. The definitions set out in the Act shall apply to this clause.

(c) Financial protection. Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.

(d)

(1) Indemnification. To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170d. of the Act, as that amount may be increased in accordance with section 170t., in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$500 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.

(2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.

(e)

(1) Waiver of Defenses. In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.

(2) In the event of an extraordinary nuclear occurrence which:

(i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or

(ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or

(iii) Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or

(iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:

(A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:

1. Negligence;

2. Contributory negligence;

3. Assumption of risk; or

4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;

(B) Any issue or defense as to charitable or governmental immunity; and

(C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective

regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.

(v) The term extraordinary nuclear occurrence means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.

(vi) For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this contract.

(3) The waivers set forth above:

(i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;

(ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;

(iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;

(iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;

(v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefor are either payable or required to be provided under any workmen's compensation or occupational disease law;

(vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;

(vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and

(viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.

(f) Notification and litigation of claims. The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such

action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.

(g) Continuity of DOE obligations. The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the contractor, or by the completion, termination or expiration of this contract.

(h) Effect of other clauses. The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.

(i) Civil penalties. The contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to section 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders. If the contractor is a not-for-profit contractor, as defined by section 234Ad.(2), the total amount of civil penalties paid shall not exceed the total amount of fees paid within any 1-year period (as determined by the Secretary) under this contract.

(j) Criminal penalties. Any individual director, officer, or employee of the contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to section 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.

(k) Inclusion in subcontracts. The contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

Effective date

( ) See Note I below for instructions related to this section on Effective Date.

Relationship to general indemnity

( ) See Note I below for instructions related to this section on Relationship to General Indemnity.

(End of clause)

Note I

(a) For contracts with an award date after the effective date of Acquisition Letter 2012-10, August, 16 2012, do not include an effective date provision.

(b) For contracts with an award date before the effective date of Acquisition Letter 2012-10, August, 16 2012:

(i) If the contract contains the Nuclear Hazards Indemnity Agreement clause, dated June 1996 or prior version, replace the clause at DEAR 952.250-70 with this model clause and use the EFFECTIVE DATE title and language, as follows:

"(l) Effective Date. This contract was awarded on or after August 8, 2005 and at contract award contained the clause at DEAR 952.250-70 (JUN 1996) or prior version. That clause has been deleted and replaced with this clause. The Price-Anderson Amendments Act of 2005, described by this clause, control the indemnity for any nuclear incident that occurred on or after August 8, 2005. The Contractor's liability for civil penalties for violations of the Atomic Energy Act of 1954 under this contract is described by paragraph (i) of this clause.

(ii) If the contract was awarded prior to August 8, 2005 and contains the Nuclear Hazards Indemnity Agreement clause, dated June 1996 or prior version, add this clause in addition to the clause at 952.250-70 or prior version and use the EFFECTIVE DATE title and language, as follows:

"(1) Effective Date. This contract was in effect prior to August 8, 2005 and contains the clause at DEAR 952.250-70 (JUN 1996) or prior version. The indemnity of paragraph (d)(1) is limited to the indemnity provided by the Price-Anderson Amendments Act of 1988 for any nuclear incident to which the indemnity applies that occurred before August 8, 2005. The indemnity of paragraph (d)(1) of this clause applies to any nuclear incident that occurred on or after August 8, 2005. The Contractor's liability for violations of the Atomic Energy Act of 1954 under this contract is that in effect prior to August 8, 2005.

(iii) If the contract contains the model clause in AL 2005-15 or its equivalent, no additional changes to the clauses need to be made.

(End of note)

#### Note II

The following alternate will be added to the above Nuclear Hazards Indemnity Agreement clause for all contracts that contain a general authority indemnity pursuant to 950.7101. Caution: Be aware that for contracts that will have this provision added which do not contain an effective date provision, this paragraph shall be marked (1). In the event an Effective Date provision has been included, it shall be marked (m).

"( ) To the extent that the contractor is compensated by any financial protection, or is indemnified pursuant to this clause, or is effectively relieved of public liability by an order or orders limiting same, pursuant to 170e of the Act, the provisions of the clause providing general authority indemnity shall not apply."

(End of note)

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	15	20 NOV 2013	PERFORMANCE WORK STATEMENT
ATTACHMENT 2	3	20 NOV 2013	REPORTING REQUIREMENT CHECKLIST
ATTACHMENT 3	TBD	20 NOV 2013	PERFORMANCE-BASE FEE PLAN
ATTACHMENT 4	2	20 NOV 2013	LIST OF APPLICABLE DOE DIRECTIVES/REGULATIONS
ATTACHMENT 5	10	20 NOV 2013	WAGE DETERMINATION
ATTACHMENT 6	6	20 NOV 2013	GOVERNMENT FURNISHED PROPERTY

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN -- REPRESENTATION AND CERTIFICATIONS (DEC 2012)

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated in full text:

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT**

**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2013)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.

(2) The small business size standard is 500 employees..

(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 System for Award Management (SAM), and has completed the System for Award Management (SAM) electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification 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—

procedures in Part 13;

(A) The acquisition is to be made under the simplified acquisition 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) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 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.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 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.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 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.

(x) 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.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 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.

(xiii) 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.

(xiv) 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.

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

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

(xvii) 52.225-4, Buy American Act--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 \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xx) 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.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

52.222-48 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification

52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Certification

52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products - Alternate I

52.227-6 Royalty Information

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

(End of provision)

#### **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 proceeding 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)

#### **52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)**

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.

(2) The small business size standard is 500.

(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) Representations.

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [ ] is, [ ] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(8) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small

Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: -----.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment;

and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

## **B. DOE AND NNSA SOLICITATION PROVISIONS IN FULL TEXT**

### **952.209-8 ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE -- ADVISORY AND ASSISTANCE SERVICES (JUN 1997)**

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.

(c) The statement must contain the following:

(1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be

provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.

(d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

(End of provision)

**952.226-73 ENERGY POLICY ACT TARGET GROUP REPRESENTATION (SEP 1997)**

(a) The offeror is:

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

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

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

(2) \_\_\_ An institution of higher learning determined to be a Historically Black College and University by the Secretary of Education pursuant to 34 CFR 608.2; or

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

(b) By submission of an offer, the offeror agrees to provide to the Contracting Officer, upon request, evidence satisfactory to the Contracting Officer that the offeror is an entity from the Energy Policy Act target group identified.

(End of provision)

**NNS-K-1001 COGNIZANT AGENCY FOR INDIRECT RATE NEGOTIATION (NOV 2009) (TAILORED)**

(a) Is the preponderance of work performed by your company for the U.S. Government under contract to NNSA/DOE?

YES \_\_\_ , answer paragraph b. below

NO \_\_\_ , answer paragraph c. below

(b) Provide the following information:

(1) Name and address of NNSA/DOE office where preponderance of your work is under contract.

Name \_\_\_\_\_ Address \_\_\_\_\_

(2) The name and telephone number of the person at the NNSA/DOE office responsible for administering your contract.

Name \_\_\_\_\_ Telephone No. \_\_\_\_\_

(c) Provide the following information:

(1) The name and address of the federal agency for which your company performs the preponderance of U.S. government work.

Name \_\_\_\_\_ Address \_\_\_\_\_

(2) The name and telephone number of the person at the federal agency responsible for administering your contract.

Name \_\_\_\_\_ Telephone No. \_\_\_\_\_

(End of provision)

**NNS-K-1002 CERTIFICATION REGARDING A FELONY CONVICTION UNDER ANY FEDERAL LAW OR AN UNPAID FEDERAL TAX LIABILITY (APR 2012)**

(a) In accordance with sections 504 and 505, Division B, Title V of the Consolidated Appropriations Act, 2012 (Pub. L. 112-74) (the Act), none of the funds made available by the Act may be used to enter into a contract with any corporation that -

(1) Was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent, and made a determination that this further action is not necessary to protect the interests of the Government;

(2) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror certifies that -

(1) It is [ ] is not [ ] a corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months;

(2) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

**NNS-K-2001 SIGNATURE/CERTIFICATION (OCT 2013)**

By signing below, the Offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The Offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the Offeror, as contained herein, concern matters, within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

---

Signature of the Officer/Employee

Date of Execution Responsible for the Offer

---

Typed Name and Title of the Officer/Employee Responsible for the Offer

---

Name and Address of Organization

---

Solicitation Number

(End of Provision)

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

52.215-1 INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION (JAN 2004)  
52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)  
52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF  
SUBCONTRACT EFFORT (OCT 2009)  
52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB  
1999)  
52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)  
52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER  
(JUL 2013)  
52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

**B. OTHER SOLICITATION PROVISIONS**

952.204-73 FACILITY CLEARANCE (MAR 2011)  
952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (AUG 2009)  
970.5223-3 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE  
SITES (DEC 2010)

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated in full text:

**A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT**

**52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a award fee with performance incentives contract resulting from this solicitation.

(End of provision) contract resulting from this solicitation.

(End of provision)

**52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Maria Aurora Vigil, United States Department of Energy, NNSA Contracts and Procurement Division, P.O. Box 5400, Albuquerque, NM 87185..

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

(End of provision)

**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 <http://www.arnet.gov/far/>

(End of provision)

**52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)**

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

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

(End of provision)

**B. DOE AND NNSA SOLICITATION PROVISIONS IN FULL TEXT**

**952.233-2 SERVICE OF PROTEST (MAR 2002)**

As prescribed in 933.106(a), add the following to the end of the Provision at 48 CFR 52.233-2:

(c) Another copy of a protest filed with the Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

(End of provision)

**DOE-L-1001 QUESTIONS CONCERNING THIS SOLICITATION (NOV 2009) (TAILORED)**

(a) Questions concerning this solicitation must be submitted via FedConnect and through the SEB mailbox at [EPS@nnsa.doe.gov](mailto:EPS@nnsa.doe.gov) no later than 15 days before the established due date for proposals to allow a reply to reach all prospective offerors before the submission of their proposals. Any questions received after the 15 days may not be answered. Each question should clearly specify the solicitation area to which it refers. Answers will be made available to the public as soon as practicable via FedConnect and the acquisition webpage. When possible, questions shall be phrased to permit "YES" or "NO" responses.

(b) Any information concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective offerors. The identity of the prospective offerors asking questions will be withheld.

(c) The Government shall not respond to questions submitted by telephone, E-mail or in person at any time. Offerors are encouraged to periodically check Fed Connect to ascertain the status of any answers to questions, as hard copies will not be distributed.

(End of provision)

**DOE-L-1004 NUMBER OF AWARDS (NOV 2009) (TAILORED)**

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

(End of provision)

**DOE-L-1005 FALSE STATEMENTS (NOV 2009)**

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

(End of provision)

**DOE-L-1006 EXPENSES RELATED TO OFFEROR SUBMISSIONS (NOV 2009) (TAILORED)**

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)

**DOE-L-1009 SITE VISIT NOT PLANNED (NOV 2009)**

Site visits are not required and will not be held for this solicitation.

(End of provision)

**DOE-L-1012 GUIDANCE FOR PROSPECTIVE OFFERORS -- IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS (NOV 2009) (TAILORED)**

(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 should 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.

(c) Business concerns are considered to be affiliates of each other if either one directly or indirectly controls or has the power to control the other, or if another concern controls both. In determining whether affiliation exists, factors such as common ownership (stock ownership or options, convertible securities and agreements to merge), common management, and contractual relationships are considered. An Offeror will also be found to be affiliated with its subcontractor(s) if the Offeror is unusually reliant upon its subcontractors or if the subcontractor(s) will perform primary and vital requirements of a contract.

(d) The SBA has issued several decisions concerning its evaluation of affiliation of an Offeror and its proposed subcontractor(s). The following examples set forth characteristics that the SBA has reviewed

in considering the question of affiliation and may assist prospective Offerors in developing any teaming arrangements and their proposals.

(1) The SBA considers whether proposed subcontracting, partnership, joint venture, or other teaming arrangements contain discrete descriptions of the tasks or work to be performed by each party. The SBA considers whether the Offeror or, if the Offeror is a joint venture or partnership, the joint venture participants or partners, perform the primary or vital portions of the Statement of Work. The SBA considers whether teaming arrangements clearly set forth the relationship between the parties, as well as the individual roles and responsibilities assigned.

(2) The SBA considers whether there is a clear separation of facilities, employees, and management (decision-making authority) between the Offeror and any entities with which it has teaming arrangements.

(3) The SBA considers the extent to which the Offeror directly employs Key Personnel (Program Manager, Project Manager, etc.).

(4) If the Offeror is an eligible small business prime contractor, the SBA considers whether the majority of the technical expertise resides with the Offeror. If the Offeror is an eligible joint venture the SBA considers whether the majority of the technical expertise resides among the joint venture members.

(5) The SBA considers the Offeror's profit sharing arrangements with its proposed subcontractor or other entities.

(6) In reviewing affiliation between the Offeror and its proposed subcontractors or entities with which the Offeror has a teaming arrangement, SBA considers the previous contractual or business relationships between the Offeror and that entity.

(End of provision)

#### **DOE-L-1013 ALTERNATE PROPOSAL INFORMATION - NONE (NOV 2009)**

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

(End of provision)

#### **DOE-L-1016 CONTACTS REGARDING FUTURE EMPLOYMENT (NOV 2009)**

Offerors may contact incumbent contractor employees about future employment except where prohibited by law. These contacts must take place outside the normal working hours of the employees.

(End of provision)

#### **DOE-L-1021 PROTESTS TO THE DEPARTMENT OF ENERGY (NOV 2009) (TAILORED)**

Potential bidders or offerors may submit a protest in accordance with FAR Part 33.1 and DEAR 933.1. Protests to the Department of Energy must be submitted directly to the Contracting Officer and shall be decided by the Head of the Contracting Activity (HCA), except for cases which shall be decided by the Procurement Executive. The Procurement Executive or the HCA (whichever is the deciding authority) will issue a decision on the protest within 35 calendar days, unless a longer period of time is determined to be needed.

(End of provision)

**NNS-L-1009 INSTRUCTIONS FOR SUBMITTING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (MAY 2012) (TAILORED)**

(a) The Offeror shall submit FOCI information in accordance with the Section L Provision entitled, DEAR 952.204-73, Facility Clearance, using the Department of Energy (DOE) Electronic FOCI (eFOCI) submission system located at <https://foci.anl.gov>.

(b) New users to the eFOCI system will request initial access to the eFOCI system prior to submitting the FOCI information for this solicitation. Offerors should select NNSA Albuquerque Complex - Acquisition and Project Management (NA-APM) as the FOCI Office that will review the FOCI Submission. Offerors are to transmit FOCI information by the deadline for proposal submission. All FOCI documentation/forms requiring signatures, dates, and company seal (if applicable), must be printed, completed, and uploaded under the Miscellaneous Tab within the eFOCI system. NOTE: Hard copies of the electronic FOCI submission package are no longer required, as indicated in the eFOCI system. Specific problems maneuvering through the fields within the eFOCI system can be clarified by contacting the eFOCI help desk at (630) 252-6566 or [fociserver@anl.gov](mailto:fociserver@anl.gov).

(c) A completed and signed SF 328, Certificate Pertaining to Foreign Interests, executed in accordance with the instructions on the certification section of the SF328, shall be provided to the Contracting Officer with proposal submission. The SF 328 is required for first time submissions, any time there are changes to the SF 328, and at the request of the Cognizant Security Authority (CSA).

(d) If the offeror has an active facility clearance with another government agency, provide your CAGE code that can verify an active facility clearance/positive FOCI determination in lieu of the SF 328.

(e) A DOD Facility Clearance at the level of "Top Secret/TS is equivalent to a "Q" clearance in DOE; a DOD Facility Clearance at the level of "Secret/S" is equivalent to an "L" clearance in DOE. If the DOD Facility Clearance is at the "L" level and the solicitation requires a "Q"; Offeror shall submit a FOCI package through the DOE eFOCI system.

(f) If the company has an active DOE Facility Clearance and is compliant with FOCI regulations, a resubmission is not required. Provide your DOE Facility Code to the Contracting Officer. Guidance and instructions are available on the eFOCI website.

(End of provision)

**NNS-L-1010 WORKER SAFETY AND HEALTH PROGRAM INSTRUCTIONS - ACTIVITY I - HAZARDOUS WORK (NOV 2009) (TAILORED)**

(a) The resulting contract requires performance on a DOE/NNSA site. When working at a DOE/NNSA site, the offeror, or their subcontractor(s) at any tier, shall comply with the requirements of 10 CFR 851, Worker Safety and Health Program. The offeror shall develop a written Worker and Safety Health Program that provides the methods of implementing the requirements of Subpart C of 10 CFR 851 (or Part 851 or §851). This Worker and Safety Health Program must be submitted with your proposal.

(b) The NNSA is committed to providing safe and healthful working conditions for federal and Contractor employees. Title 10 Code of Federal Regulations Part 851 codifies the NNSA safety and health requirements for Contractor employees. In no manner does this guidance replace or limit requirements of the rule, or other contractual requirements ensuring compliance with Federal, State and Local regulations.

(c) This provision identifies Contractor safety and health program submittal documents and processes that the NNSA considers appropriate for an evaluation of an offerors plan for performing Activity I, high hazard work (construction or complicated hazardous process) under a contract awarded by the NNSA.

(d) The Contractor must submit a Worker Safety and Health Program (WSHP) to protect workers from the hazards of activities defined in or required to complete the statement of work in accordance with the contract safety and health clauses, applicable federal regulations, and site-specific requirements. The WSHP must identify the Contractor's safety and health program.

(e) The WSHP must include:

- (1) Signature page for use by Contractor Management (Corporate Officer).
- (2) Executive Summary (e.g., brief summary of work activities, locations, number of personnel, how WSHP will be implemented, general relationship to other corporate programs such as QA and maintenance)
- (3) Brief description of the statement of work to be addressed by WSHP.
- (4) Contracts for which WSHP applies.
- (5) Identification of all subtier Contractors.
- (6) Processes to ensure subcontractors execute work under an approved WSHP.
- (7) Most recent past three years of company OSHA Form 300-A, Summary of Work-Related Injuries and illnesses.

(f) The WSHP will include primary documents with any attachments that address the following:

- (1) 10 CFR 851 Implementation matrix identifying rule, regulatory, and DOE directives requirements and the Contractor program, documents or procedures ensuring compliance. This is typically called the 'Gap Analysis' as it assists the Contractor in identifying how requirements are met or plans to address unresolved minor gaps in completeness..
- (2) List of safety and health standards required in 851.23(b) for the scope of work.
- (3) Internal corporate ESH program or plan implementing the WSHP processes and requirements.
- (4) Contractor processes and oversight practices ensuring subcontractors comply with the Rule. Note that all subcontractors working under this contract are required to submit the same documents as the prime Contractor or official documentation stating that they will follow, in its entirety, the prime Contractor's WSHP. The prime Contractor, once confirming compliance with the Rule, will forward the subcontractor's WSHP or other documentation to the Contracting Officer Representative (COR). The subcontractor cannot perform work until its WSHP is approved by NNSA.
- (5) Description of Company Health and Safety organization, assigned safety goals, clear roles, responsibilities and accountabilities. Also include an equivalent of, "Company \_\_\_ retains sole and complete responsibility to continue compliance with other regulations placed upon the Contractor through the contract and state, federal and local regulations. This includes reporting requirements under OSHA and environmental protection."

(and)

"Company \_\_\_ designates person \_\_\_ as the safety officer responsible for the employees at the work location. Contact information is..."

(6) Activity Hazards Analyses or similar tool identifying safety controls that provide for safe work practices and employee training for the scope of work.

(g) SOW or safety requirements at work locations should also include as appropriate:

- (1) Attendance at site specific New Employee Orientation as required by the COR.
- (2) Emergency procedures coordinated with those implemented for the location of work.
- (3) Injury and Accident Reporting Procedures Occurring at the NNSA Site:

(4) Contractor shall report to the COR within 48 hours all site incidents (e.g., injuries, illnesses, fires, spills, property or equipment loss, and near misses). Report immediately events requiring immediate response. Example text, "The onsite Contractor employee will report accidents, injuries and illness, and incidents using the site reporting methods. Additionally, the Company XXX safety officer will provide copies of OSHA required reporting data as well as CIARS data as required by DOE Order 231.1 to the Contracting Officer and to the NNSA Safety and Health Office."

(h) General Instructions

- (1) Provide your WSHP in an electronic format.
- (2) Offerors must send the approved WSHP to DOE/NNSA according to 10 CFR 851.11(b)(2).
- (3) WSHP will be reviewed and updated according to 10 CFR 851.11(c).
- (4) No work will be performed on the DOE/NNSA site until the Contractor WSHP is approved.
- (5) The Contractor will coordinate with the Contracting Officer prior to letting subcontracts for work on a DOE/NNSA site. Subcontractors must comply with 10 CFR 851 requirements for WSHP and approval as applicable for the subcontracted scope of work.
- (6) The Contractor is solely responsible for initiating, maintaining, and supervising all safety provisions, precautions, and programs in the course of the performance of the contract.
- (7) The term safety and the term safety and health also include environmental protection.
- (8) For more information see:  
<http://www.hss.energy.gov/HealthSafety/WSHP/rule851/851final.html>.

(End of provision)

**NNS-L-2000 INSTRUCTIONS FOR PROPOSAL PREPARATION - GENERAL (TAILORED) (OCT 2013)**

(a) GENERAL INFORMATION

(1) Proposal Preparation Instructions, General. These general proposal preparation instructions provide general submission requirements and prescribe the format of proposal documents. More specific information pertaining to the content of the proposals is identified and described in Section 'L' provisions.

(2) The proposal must include the information and follow the prescribed format in the subparagraphs below and contain the specific content identified in Section 'L' provisions. Failure to follow procedures and provide any of the documents or information may be considered a material omission and may adversely affect an Offeror's evaluation. Simply repeating the PWS requirements or merely offering

to perform the work may result in a lower evaluation or the offer being determined unacceptable. A proposal that is sufficiently documented to support performance/price in a complete, orderly, and detailed manner will enable the Government to expedite the completion of a thorough and fair evaluation.

(3) Classified Information. The Offeror shall not provide classified information in response to this solicitation.

(4) Information Provided. The Government will evaluate on the basis of information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal.

(5) Alternate Proposals. Alternate proposals will not be accepted.

(6) Contractor Teaming Arrangements. For purposes of this RFP, the term "Offeror" includes the entire contractor team arrangement. "Contractor Team Arrangement" is defined in Federal Acquisition Regulation (FAR) 9.601. Offerors shall provide full and complete information on each of the participating firms, including subcontractors, with particular emphasis placed on the ability of each member of the contractor team arrangement to satisfy the evaluation criteria. In addition, full and complete information must be provided on the management of any contractor team arrangement that may be involved in the performance of work. Address each team member's role and responsibilities in this effort, where applicable, in Volume II.

(7) Reading Room. A reading room containing technical documents applicable to this solicitation is located at NNSA's acquisition website:  
<http://nnsa.energy.gov/about/ouoperations/apm/contracts/epsc>.

(8) Official Use Only (OUO) Documents. The Government considers all Nevada Field Office (NFO) Directives OUO and they cannot be made available to the public on the acquisition webpage. These directives may assist Offerors in the preparation of their proposals. If an Offeror would like to request a copy of these OUO documents, please complete the request form, found on the acquisition webpage listed above under section (7), and submit it to the Contracting Officer for processing. All applicable directives will be placed on a compact disk and mailed to the organization submitting the request. These documents will not be provided to Offerors until the final RFP is released.

(b) PROPOSAL FORMAT

(1) The Government will consider how well the Offeror complies with all solicitation instructions. Proposals, including any from subcontractors, affiliates and all teaming or other contractor arrangements, must conform to the solicitation provisions regarding preparation of offers. Failure to comply with the proposal format set forth in this solicitation may result in the elimination of the Offeror or material not being evaluated. To aid in the evaluation, proposals must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. Proposal files are to be formatted in the following applications: Word 2007 or lower and Excel 2007 or lower for Volume III.

(2) Each Offeror's proposal shall be organized and submitted as stated in the table below. In addition to the number of hard copies to be provided as stated in the table, the Offeror shall include a CD of the entire proposal as requested below. The proposal shall consist of three volumes. Each volume must be submitted as a separate file. Multiple electronic files may be submitted for each volume; however, each file must clearly identify the volume to which it relates. Information required for proposal evaluation, which is not found in its designated volume or tab, may not be evaluated and may result in an unfavorable evaluation. With the exception of pricing information requested in Volume I regarding Part I, Section B, "Supplies or Services and Prices/Costs", all contractual cost and pricing information shall be addressed only in the Cost Volume, unless otherwise specified. Page limitations if any, for each volume are specified below. The proposal shall be submitted as follows:

VOLUME No.	TITLE	# OF PAPER/ELECTRONIC COPIES	PAGE LIMIT
Volume I	Offer & Other Documents	1 Signed Original + 3 Copies + 4 CDs	No page limit
Volume II	Technical Requirements	1 Original + 8 Copies + 9 CDs	Per Evaluation Criterion
Volume III	Cost Proposal	1 Original + 8 Copies + 9 CDs	No page limit

\*Resume data provided in accordance with Section L, Attachment L-2 is to be included as a separate Appendix to Volume II and is excluded from the Volume II page count limitation.

(3) Each volume designated above, must also be submitted individually in FedConnect. Subcontractors submitting proprietary information may register in FedConnect and submit their information separately identifying in the subject line, the solicitation number and to whom they are a subcontractor; or they may provide a password protected document (file) to the Prime Contractor and share the password with the Contracting Officer. Regardless of the method chosen, the subcontractor's proposal must adhere to the proposal due date/time stated in the solicitation. Submission of electronic proposals via FedConnect will constitute submission of signed copies of the required documents. The name of the authorized company official shall be entered (typed) in the appropriate space shown on the Standard Form 33.

(4) Table of Contents. The Offeror shall have a table of contents in each proposal volume that identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.

(5) Glossary. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.

(6) Page Description. Page size shall be 8.5 x 11 inches for text pages and a maximum of 11 x 17 inches for spreadsheet, charts, tables, diagrams or design drawings. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be numbered sequentially by volume and by section within the volume. The name of the Offeror, solicitation number, date, page number, and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in paragraph (7) below can be used for this information, however, other text reductions are unacceptable.

(7) Text. The text, including spreadsheets, charts, tables, diagrams or drawings, graphs, and illustrations throughout the proposal, shall be 12 point (or larger), single-spaced, with Times New Roman preferred, but Courier, Geneva, Arial or Universal font type is allowable. Single or double spacing is acceptable for those pages identified under the "Page Count Exceptions," paragraph (9) below. Two columns of text per page and use of boldface type for paragraph headings are acceptable.

(8) Information in Volume II will only be read and evaluated up to the limitation of 30 pages. Page counting will begin with the first page and continue up to the page limitation. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference (including any information from Volume I or III) as a means to circumvent the page limitation.

(9) Page Count Exceptions. Every page of Volume II shall be counted towards the page limitation, including attachments, appendices and annexes, except for the following: Table of Contents, Title Pages and Glossary. For Volume II, the Section L attachment entitled, "Past Performance Questionnaires" is excluded from the page count limitation.

(10) Binding. Hard copies of proposals shall be submitted in loose-leaf, three-ring binders in accordance with the directions provided in provision NNS-L-2006. Elaborate format and binding are neither necessary nor desirable. All binders will be capable of lying flat when opened. The cover and spine of each binder shall clearly identify the Offeror's name, volume number, RFP number,

and copy number (e.g., copy 2 of 8). The original for each volume will be clearly identified on the cover and spine. All binders will allow for easy removal and replacement of pages.

(11) Restrictions on Disclosure and Use of Data. The Offeror's attention is directed to FAR 52.215-1, "Instructions to Offerors--Competitive Acquisition," in regards to the appropriate manner of marking proposals that include information in which disclosure to the public is not desired nor use by the Government except for evaluation purposes.

(12) All copies of the proposals shall become the property of the Government. The original copies of proposals shall be maintained in the official contract file and extra copies will be destroyed using the appropriate methods to protect the Offerors' competition sensitive information.

(End of provision)

### **NNS-L-2001 PROPOSAL PREPARATION INSTRUCTIONS: VOL I--OFFER AND OTHER DOCUMENTS (OCT 2013)**

(a) General. Volume I, Offer and Other Documents, shall contain a Proposal Cover Sheet and Tabs 1 through 3, and should not be page numbered as an all inclusive volume. Organize it as detailed below.

(b) Content.

**PROPOSAL COVER SHEET:** The proposal cover sheet is required by FAR 52.215-1(c)(2) entitled, "Instructions to Offerors-Competitive Acquisition," which has been included by reference in this Section L. At a minimum, provide the following information in the Proposal Cover Sheet:

- Solicitation number.
- Name, address, telephone and facsimile numbers of the Offeror (and electronic address if available).
- DUNS, CAGE, and tax identification numbers (TINs) of the Offeror.
- 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 as reflected on the proposal schedule (Section B, Supplies or Services and Prices/Costs) attached to the SF33.
- Names, titles, 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.
- Name, title, and signature of person authorized to sign the proposal.
- Acknowledge that your company's data at the System for Award Management (SAM) website is current.
- Entity Certificate, if applicable, found at Section L, Attachment L-1.

**TAB - 1:** Tab 1 shall contain the Standard Form (SF) 33--Solicitation, Offer and Award and Section B, Proposal Schedule. Written copies of these documents should be secured within a document protector and not "hole-punched." The Offeror shall complete Blocks 13 through 18 of the SF 33 and duly execute with an original signature by an official authorized to bind the company in accordance with instructions at FAR 4.102, Contractor's signature. Enter your proposed price for this acquisition on Part I, Section B - "The Schedule - Supplies or Services and Prices/Costs" ensuring that all Contract Line Item Numbers (CLINs) have been filled-in as to price.

By signing and submitting the SF 33, the Offeror commits to accept the resulting contract (See Section L provision entitled "Content of Resulting Contract") as written. If the Offeror takes any exception or deviation to the proposed terms or conditions of the resulting contract the Offeror shall provide a list of, and the basis for the exception or deviation. Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation for inclusion in the resulting contract may make the offer unacceptable for award without discussions.

TAB - 2: Tab 2 shall contain Section K, Representations, Certifications, and Other Statements of Offerors. The Offeror shall submit fully completed Section K, Representations, Certifications, and Other Statements of Offerors and provide a copy of the information submitted in the Online Representations and Certifications Application (ORCA) - see <https://www.sams.gov>. Each member of a teaming arrangement, including subcontractors, if proposed, must separately complete, sign, and submit the Section K, Representations, Certifications, and Other Statements of Offerors. In addition, due to the nature of work associated with this contract, potential organizational conflicts of interest (OCI) could exist. Section K, DEAR 952.209-8, Organizational Conflicts of Interest Disclosure-Advisory and Assistance Services (June 1997) (Alternate I) (Deviation) requires a statement described in paragraph (c) therein. Paragraph (c) further requires that for any actual or significant potential OCI, the Offeror shall submit a plan of action/activities to avoid, neutralize, or mitigate such conflict. In addition to any actual or significant potential OCI that may be identified by the Offeror, the Government has identified the following potential OCI situations the Offeror shall disclose and address, if applicable, in the statement and plan:

a) If the Offeror was/is/plans to be under contract with a regulatory agency, such as the U. S. Environmental Protection Agency (EPA) or state environmental agency, for the purposes of formulating/revising Resource Conservation and Recovery Act (RCRA) regulations or policies that directly impact the activities that will be conducted under this procurement.

b) If the Offeror was/is/plans to be under contract with a regulatory agency, such as the U. S. Environmental Protection Agency (EPA) or state environmental agency, for the purposes of providing RCRA oversight support of the activities that will be performed under this procurement.

c) If the Contractor's objectivity in the performance of this contract could potentially be biased in any other way such as providing recommendations or advice to the government through the characterization process which could potentially impact the contractor's financial interests directly or indirectly.

TAB - 3: Tab 3 shall contain the following Additional Information:

1. The Offeror shall provide the "fill-in" information required in Section H for the following clauses:

a) NNS-H-2013, Key Personnel

2. The Offeror shall provide evidence supporting that the Offeror is VETS 100 compliant in accordance with the Vietnam Era Veterans' Readjustment Act of 1972. See website [www.vets100.com](http://www.vets100.com).

3. The Offeror shall complete the Contract Security Classification Specification (CSCS) form (reference Section L, Attachment L-10). Offerors who have either a Department of Defense or Department of Energy Facility Clearance must provide a DOE Facility Clearance code for themselves and all proposed team members/ subcontractors.

4. The Offeror shall provide its latest balance sheet and income statement, including the names of banks or other financial institutions with which the Offeror conducts business. If the financial statements are more than 60 days old, a certificate should be attached stating that the financial condition is substantially the same, or if not the same, state the changes that have taken place. The financial statements will be treated as confidential. Provide a point of contact with a phone number of one bank reference for the Government to verify general financial information such as average monthly balance or any delinquency on loan payments.

(End of provision)

**NNS-L-2002 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME II--TECHNICAL AND MANAGEMENT INFORMATION (OCT 2013)**

(a) General. Volume II shall contain all information and material submitted in accordance with the following instructions, which will be evaluated under the Criteria listed in Section M, "Evaluation Factors for Award." This volume shall address four evaluation criteria at TABS 1-4. In order for the proposal to be evaluated strictly on the merit of the material submitted, no contractual cost or pricing information shall be included in this volume of your proposal.

(b) Content.

(1) TAB - 1: Criterion 1, Technical Approach and Staffing Plan (Page Limit: 30 pages; however, the Staffing Plan does not count toward the page limitation).

The Offeror shall describe its proposed technical approach for accomplishing the following selected requirements of the PWS. As a part of the proposed approach, address any technical risks associated with these requirements and the proposed approach to avoid or minimize those technical risks.

(A) Soils: Characterization of radiologically contaminated soils over widespread areas varying in size from several acres to more than 1,000 acres.

(B) Underground Test Area (UGTA): (1) The development and application of conceptual geologic source term and groundwater flow and transport models to aid in the characterization of deep underground contamination (700 to over 4,000 feet below ground surface) for radiologically contaminated groundwater in complex geologic settings covering areas larger than 100 square miles. This includes the collection and utilization of data to support the development of the models. (2) The development of a long-term groundwater monitoring program based on the computer flow and transport models.

(C) Radioactive Waste Acceptance: Conduct and coordinate facility evaluations and the review of waste profiles to ensure compliance with Waste Acceptance Criteria.

Simply repeating the PWS requirements or merely offering to perform the work may result in a lower evaluation or the offer being determined technically unacceptable.

(D) Staffing Plan: Provide a Staffing Plan consistent with the format contained in Attachment L-7 that delineates the staffing necessary to execute the entire PWS. The Staffing Plan shall be completed by Common Occupational Code System (COCS) category and by contract year and PWS areas as detailed in Attachment L-7. Show how the total quantity and mix of labor was estimated and provide a cross walk between your proposed COCS labor categories (Attachment L-8) and your company specific labor categories. Discuss the basis of estimated to support the proposed hours. Describe how the types and quantities of labor hours were estimated and complete Attachment L-11 accordingly. The Staffing Plan shall be consistent with the staffing included in the cost proposal.

(2) TAB - 2: Criterion 2, Key Personnel (Each resume may not exceed three (3) pages in length.)

(A) The Offeror shall provide written resumes for the Key Personnel identified in NNS-H-2013 of Section H of the RFP. The same individuals may be proposed for more than one functional area. The Government intends to only evaluate those key personnel positions identified in clause NNS-H-2013. The proposed resumes shall address the elements described in Attachment L-2 entitled "Key Personnel Resume Elements." Proposed Key Personnel must be United States citizens and must be eligible to receive DOE "Q" or "L" clearance. (Each resume may not exceed three (3) pages in length).

(3) TAB - 3: Criterion 3 - Corporate Experience (Page Limit: No page limit)

(A) The Offeror shall submit completed Corporate Experience & Performance Self-Assessment Forms at Attachment L-3 for past or current contracts that are relevant (similar in nature, size in dollars, and complexity) to the management and execution of the overall scope of work and to the specific areas of the PWS for which each team member will be responsible. In addition to the technical capabilities, experience with project management concepts, systems, and procedures should be included where applicable to the proposed team member's role under the contract. Additionally, the offeror shall include a narrative description for each proposed team-member, not to exceed two pages each, describing the proposed responsibilities of the team-member under the contract. The narrative shall include an explanation of why the corporate experience listed for that team-member is relevant (similar in nature, size in dollars, and complexity) to the team-member's proposed role in under the contract. Submit no more than three contracts for each proposed team member for the work experience cited. (For example, a prime contractor with two subcontractors shall submit no more than 9 Forms. Two teaming partners and two subcontractors shall submit no more than 12 Forms.) Contracts listed may include federal, state, and local Government and commercial customers. The experience cited must be within the last five (5) years and in place for at least nine months. In addition, the Offeror shall complete the Corporate Experience Matrix at Attachment L-4 as it relates to each team member's proposed role in performing the PWS. If the offeror, or a team-member, is the successor company of another business entity resulting from a name change or a transfer of substantially all of the assets of the predecessor company to the offeror or team-member, it may submit corporate experience from its predecessor company(s) provided that such corporate experience falls within the parameters of this provision and is accompanied by documentary evidence of the name change or asset transfer (no page limit).

(4) TAB - 4: Criterion 4 - Past Performance (Page Limit: No page limit)

(A) For each contract identified in Criterion 3, the Offeror shall provide the Past Performance Questionnaire at Attachment L-5 to each technical and contracting points of contact listed in Blocks 10a and 10b of the Corporate Experience and Performance Self-Assessment Form. Include a completed "copy" of the respective Corporate Experience & Performance Self-Assessment Form to these points of contact. The points of contact shall return the completed Past Performance Questionnaires directly to the NNSA Contract Specialist listed in Block 7 of this solicitation's SF 33 or by facsimile at (505) 284-7122. This information should be submitted prior to the date for receipt of proposals. Receipt of the questionnaires by NNSA is not subject to the provisions of FAR clause 52.215-1, "Instructions to Offerors-Competitive Acquisition," related to late proposals. The Offeror shall be responsible for assuring, to the extent possible, that the completed Past Performance Questionnaires are returned to the Contract Specialist. Offerors are advised that past performance information received more than 5 days after the closing date of this solicitation may not be considered in the evaluation process at the sole discretion of the Contracting Officer. At TAB - 4 provide a list identifying the contracts and the names, titles, and phone numbers of the respective points of contact to whom the questionnaires were provided. If the Offeror is a newly formed legal entity that has no past performance information, the Offeror shall submit past performance information relating to its team members.

(End of provision)

**NNS-L-2003 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME III--COST PROPOSAL (OCT 2013)**

(a) Overview and General Requirements

The Contracting Officer has determined that cost or pricing data are not required for this competitive cost-type solicitation. However, in accordance with FAR 15.403-1(b) and 15.403-3(a), information other than cost or pricing data is required to determine if proposed costs are reasonable, realistic, and reflect a clear understanding of the solicitation requirements. If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine price reasonableness and none of the exceptions in FAR 15.403-1 apply, the Offeror shall provide certified current, complete and accurate cost or pricing data within 14 days after receipt of the Contracting Officer's request.

(1) Submission Format

The Offeror's Cost/Price proposal consists of the estimated price to perform the required effort as set forth in the solicitation, and must be prepared in a manner that is current, accurate, and responsive to the RFP. In accordance with FAR 15.403-5(b)(2), the cost proposal submission shall be prepared using the format specified in the following instructions.

(2) Proposal Accuracy

The cost proposal must be mathematically correct and structured in a logical manner. Row and column totals for all schedules and exhibits must accurately foot and cross-foot. Cost totals on supporting schedules and exhibits must track to and agree with summary cost totals and the amounts shown on the proposal cover sheet. Unless specified otherwise, all final monetary extensions shall be rounded to the nearest whole dollar, and all labor rates to the nearest penny. All spreadsheets and exhibits, including those submitted by team members and other subcontractors, shall be submitted in Microsoft (MS) EXCEL format, version 2007 or lower, with formulas and links intact and all cells unprotected. The Offeror shall provide summary level cost information using the illustrative Microsoft EXCEL Sample Tables provided in Section L, Attachment L-6. Offerors are responsible for the accuracy of all formulas, links, and all other relationships within the submitted MS Excel electronic spreadsheets and workbooks.

(3) Narrative Support

The Offeror, and each team member including subcontractors, shall provide narrative support sufficient to explain the development of the proposed costs/prices. In accordance with the solicitation requirements, the narrative should describe the Offeror's supporting rationale, the estimating methodologies used, and the basis of estimate for the data provided in support of the proposed costs. Supporting narratives and other information may be submitted in Microsoft WORD, Adobe Acrobat, or compatible formats.

(4) Actual vs. Estimated Data

The Offeror's submission must distinguish between actual cost data and estimated cost data. For actual cost data, the source of the data (e.g. general ledger, job cost ledger, paid invoice, etc.) and the period in which the actual data is based (cut-off or closing dates) shall be identified. For estimated cost data, the Offeror shall clearly identify the estimated amounts and explain the basis of estimate.

(5) Cost/Price Reasonableness and Realism

Unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from consideration either on the basis that the Offeror does not understand the requirements, or has made an unrealistic offer. Offers should be sufficiently detailed to demonstrate their reasonableness. If estimated costs to perform the proposed effort have been decreased due to efficiencies or a management decision, the Offeror shall provide complete rationale and a summary of the reduction by cost element. The burden of proof for credibility of proposed costs/prices rests with the Offeror.

(6) Teaming Arrangements

The Offeror shall provide a copy of these instructions to all potential team members. Team members include any members of a joint venture or partnership, Limited Liability Company or Partnership (LLC/LLP), and any subcontractors.

All team member and subcontractor proposals must be received by the date/time specified in the solicitation. If a teaming arrangement is proposed, the Offeror must provide a summary of the total cost/price and clearly identify by cost element the portion of the cost proposal that pertains to each participant, including subcontractors. In addition, each team member including subcontractors must provide separate proposal cover sheets, exhibits, summary schedules and supporting cost information in

the same format and level of detail as required of Offerors under these cost instructions. Contract clause NNS-H-1042 makes the pyramiding of fee/profit expressly unallowable. The prime contractor shall clearly identify the contract type of each proposed subcontract-see Attachments L-X, Table 2. Proprietary team cost information may be submitted directly to the Contracting Officer/Contract Specialist.

(7) Subcontract Proposal Submission and Analysis

It is the Prime Contractor's responsibility to conduct appropriate subcontract cost or price analysis to establish the reasonableness of proposed subcontract prices-see FAR Part 15.404-3. The Offeror shall provide these analyses as part of its cost proposal. Proprietary subcontract cost information may be submitted directly to the Contracting Officer/Contract Specialist.

(8) Interorganizational Transfers

An interorganizational transfer includes any proposed effort or work done by a division, subsidiary, or affiliates of the Offeror under a common control. The Offeror's cost proposal must separately identify and provide a cost element breakout of all proposed interorganizational transfers. The Offeror's shall be responsible for conducting the appropriate cost or price analysis to establish the reasonableness of proposed interorganizational transfer prices and to provide it with the proposal submission-see FAR Part 15.404-3.

(b) Specific Cost and Format Requirements

The Offeror, including any proposed subcontractors or members of a teaming arrangement, shall format the cost proposal in accordance with the following instructions. Failure to follow these instructions may result in the elimination of the proposal from further consideration.

(1) Proposal Cover Sheet

Complete, as the first page of the cost proposal, a cover sheet that includes the following information:

- (A) Company name, division, address, telephone number, and e-mail address.
- (B) The name, telephone number, and e-mail address of a primary point of contact authorized to provide clarifying information regarding the Volume III, Cost/Price proposal.
- (C) The Government solicitation number, DE-SOL-0005982, the Offeror Cost/Price proposal number and the expiration date.
- (D) A brief description of the services being provided and the places of performance.
- (E) Proposed total estimated costs, Government baseline amounts, total proposed fee, and total proposed price for the basic period and option periods.
- (F) Name, title and signature of person authorized to commit the firm.
- (G) Name, address, and phone number of the cognizant Government audit office and contract administrative office for the Offeror and any proposed subcontractors or inter-organizational transfers.
- (H) A statement that the cost proposal has been prepared in accordance with applicable FAR regulations/cost principles, the Offeror's established estimating and accounting policies, and the requirements of this solicitation. The Offeror shall list each exception, if any, and provide complete rationale.

(I) A statement granting the Contracting Officer, or an authorized representative, 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 proposed costs/price. This right may be exercised in connection with any review deemed necessary by the Government prior to contract award. This statement shall apply to any and all teaming partners/subcontractors.

(J) A statement identifying whether the Offeror's organization is subject to the Cost Accounting Standards (CAS) and the current status of its Disclosure Statement. The Offeror shall state whether it has been notified that it is or may be in noncompliance with its Disclosure Statement or CAS and, if yes, provide an explanation. The Offeror shall state whether any aspect of this proposal is inconsistent with its disclosed accounting practices or applicable CAS and, if so, provide an explanation.

#### (2) Contract Period of Performance

The base contract period of performance is October 1, 2014 to September 30, 2015. The option periods (if exercised) are October 1, 2015 to September 30, 2019. Note that the first year of performance consists of a 30-day transition period and an 11-month period of performing 100% of the requirement. For pricing purposes, assume an October 1, 2014 transition start date. The Offeror shall propose only the transition related costs for October 2014.

#### (3) Cost Proposal Summary

The Offeror shall complete and provide time-phased cost summaries Attachment L-6, Table 1, by major cost element by contractor fiscal year (CFY). For each cost element proposed, the Offeror shall provide supporting schedules and information in accordance with the following instructions. Offerors shall propose costs based on the Performance Work Statement (PWS), Section J, Attachment J-1 and the cost proposal instructions contained herein. The proposed types, quantities, and skill mix of labor must be consistent among proposed documents, including but not limited to the Technical Proposal, Staffing Plans, Cost Proposal, and Cost Models. Offerors shall provide summary level cost information as specified in Attachment L-6. DO NOT convert Attachment L-6 to Adobe Acrobat files.

#### (4) Direct Labor Hours and Rates

The cost proposal shall be consistent with the Staffing Plan included in the technical proposal. The Offeror shall identify the basis for the proposed labor rates and explain how the rates are adjusted (e.g., blended rates, weighted averages, etc.), if applicable, to arrive at the proposed rates. Clearly identify and explain the basis for any annual escalation factors employed.

(A) The Offeror shall indicate the total number of direct productive labor hours (DPLH) estimated per year for one full-time equivalent (FTE) employee. The Offeror shall demonstrate how its DPLH is calculated by identifying the number of annual hours estimated for each type of non-productive time such as vacation, holiday, sick leave, administrative leave, and other types of non-direct charged activities in accordance with its current compensation policies.

(B) For any proposed hours against which uncompensated overtime is applied, the Contractor shall comply with the requirements of FAR 52.237-10 (Identification of Uncompensated Overtime).

(C) Some labor under this effort may be subject to the Service Contract Act and Fair Labor Standards Act. All employees working under covered job descriptions must be paid (at a minimum) the base wage by location as specified in the wage determination (WD) for that location. If a labor category position is covered by a WD, it must be provided or paid health and welfare benefits. Employees subject to a WD must receive 10 paid holidays which they will be eligible for from their first day of employment (specific holidays are listed in the WD), and they must receive 10 days of vacation after one year of service in accordance with the regulations found in the Code of Federal Regulations, Title 29, Part

4, "Labor Standards for Federal Service Contracts." The web site for the Code of Federal Regulations is <http://www.access.gpo.gov/nara/cfr/cfr-table-search.html>.

(5) Indirect Rates

The Offeror shall provide exhibits showing its proposed indirect rates by CFY for fringe benefits, labor overhead (if applicable), General and Administrative (G&A), and any other proposed indirect rate by type of labor. The cost elements included in each pool and base component shall be identified, and the basis of estimate and allocation methodology for each indirect cost rate proposed shall be explained. If indirect rates are based on a Forward Pricing Rate Agreement, billing, or bidding rates, the Offeror shall provide a copy of the agreement showing the approved rates and effective dates, and shall explain any deviations from the approved indirect rates.

(6) Government Baselined Amounts:

The Government has provided baselined amounts for proposal preparation purposes, which shall be used by the Offeror in preparing its proposal. Additional ODCs shall not be proposed for any period, except for the Transition period. The Government baselined ODC amounts shown below include all direct and indirect costs and shall not be further burdened by Offerors. If the RFP ODC baselined amounts are insufficient to cover those costs during performance, a contract modification will be executed to increase the ODC baselined amounts accordingly.

Baselined Other Direct Costs (Include in the proposed costs for CLINs (0003, 0004, 0005, 1003, 1004, 1005, 2003, 2004, 2005, 3003, 3004, 3005, 4003, 4004 and 4005).

<b>Category</b>	<b>CY 1</b>	<b>CY 2</b>	<b>CY 3</b>	<b>CY 4</b>	<b>CY 5</b>	<b>TOTALS</b>
<b>Material/Sup</b>	\$1,025,597	\$1,074,469	\$1,058,205	\$1,112,607	\$1,103,986	\$5,374,864
<b>Equipment</b>	463,716	193,043	199,331	222,163	220,863	1,299,116
<b>Travel</b>	258,172	245,081	290,461	286,556	280,583	1,360,853
<b>Total</b>	<b>\$1,747,485</b>	<b>\$1,512,593</b>	<b>\$1,547,997</b>	<b>\$1,621,326</b>	<b>\$1,605,432</b>	<b>\$8,034,833</b>

(7) Subcontracts and Inter-organizational Transfers: The Offeror shall provide a summary listing of proposed subcontractors/amounts (Table 2 of Attachment L-6).

It is the Prime Contractor's responsibility to conduct appropriate subcontract cost or price analysis to establish the reasonableness of proposed subcontract prices-see FAR Part 15.404-3. If the subcontract is to be awarded based on competition, provide the price/cost analysis and any evidence or discussion of bids received. If the subcontract was not competed, provide a complete cost proposal from each subcontractor. Subcontract cost proposals shall provide a breakout of all elements to the same extent as required of the prime contractor, as detailed under paragraph 1.a. (1) above. If proposed subcontractors have rates which they consider to be proprietary data, then separate detailed proposals shall be sent directly to the Contracting Officer/Contract Specialist as discussed in provision NNS-L-2006. All required data shall be received by the due date and time.

(8) Consultants: Provide the basis of rates, copies of consultant agreements, and justification for consultant use.

(9) Facilities Capital Cost of Money (FCCM)

FCCM is permitted if proposed as a separate cost element in accordance with FAR 31.205-10 and calculated using Form CASB-CMF. The completed form must be included as an attachment to the Offeror's cost proposal. The Form CASB-CMF can be found at 48 CFR 9904.414. If the Offeror elects not to claim FCCM, it shall provide a statement to that effect. The Offeror shall provide an exhibit showing each proposed FCCM rate (applicable to overhead, G&A, etc.) by CFY. The exhibit shall identify the

application base for each FCCM rate and show calculations to support the proposed costs by CFY for each CLIN or contract period as required by the solicitation.

(10) Fee (Award Fee / Performance Incentive Fee)

The Offeror shall identify the proposed fee amounts by contract year, fee percentages, the allocation between award fee and performance incentive fee, and the labor allocation base to which the fee percentages are applied. In accordance with contract clause NNS-H-1043, all T&M/Labor Hour subcontracted effort shall be removed from the award fee base. All fee is at risk and there will be no base fee for this effort. In accordance with contract clause NNS-H-1042, pyramiding of fee/profit is expressly unallowable. Although not required, Offerors are encouraged to provide rationale for the proposed award fee.

(11) Other Financial System Information: The information in (A) and (B) below is required for the Offeror and all participants if the Offeror is a teaming arrangement to include any subcontractors.

(A) Accounting and Estimating Systems: The Offeror shall state whether its accounting and estimating systems have been reviewed and approved by a Government agency. Evidence of such approval shall be provided by identifying the approving agency and official, the scope of review, and the date of approval.

i. Estimating System: The Offeror shall provide a general description of its standard estimating system in relation to each major cost element proposed (e.g., direct labor, materials, overhead, ODCs, G&A, etc.).

ii. Accounting System: The Offeror shall provide a general description and information about its accounting system. The description shall state whether the accounting system is in accordance with generally accepted accounting principles (GAAP) and is acceptable for Government contract costing purposes in accordance with FAR Part 16.301. The Offeror shall disclose and fully explain any outstanding system deficiencies cited by the Government or independent auditors. If applicable, the nature of the deficiency(ies) and status of corrective actions shall be described.

(B) Cost Accounting Standards: If applicable, the Offeror shall indicate whether it has or will be required to submit a Cost Accounting Standards (CAS) Board Disclosure Statement in accordance with Public Law 100-679. If the Offeror is subject to CAS, it shall provide:

i. The date of the current disclosure statement;

ii. A statement as to whether the disclosure statement has been determined adequate;

iii. The name of the cognizant Government audit agency and point of contact for agency responsible for CAS audit;

iv. A statement as to whether the proposal is priced in accordance with the Offeror's disclosed practices; and

v. The status of outstanding CAS noncompliances (if any). If the Offeror is not currently CAS-covered, but will become CAS-covered in the event of an award, a disclosure statement must be submitted and determined adequate prior to award.

(12) Company Compensation Policies

The Offeror shall describe its compensation policies relating to the following areas:

(A) Salary and wages.

- (B) Merit, cost of living, and other general salary adjustments.
- (C) Compensated absences, insurance, health, retirement, and other contributions.
- (D) Recruitment, bonuses, severance, relocation, and other employee benefits programs.
- (E) Uncompensated Overtime.

(13) Determination of Financial Capability:

FAR 9.104-1(a) requires a prospective Contractor to have adequate financial resources to perform the contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete the contract. The determination of financial capability to complete this contract shall be made by NNSA; however, a financial capability review may be performed by an authorized representative of NNSA (e.g., the Defense Contract Audit Agency) for NNSA's consideration. Information provided by the Offeror shall include, but not be limited to, the following:

(A) An audit opinion (rendered by an independent CPA firm) and the related audited financial statements and notes to the financial statements for the last two Fiscal Years. If audited financial statements were not prepared during the prior two fiscal years, the Offeror shall provide comparable financial information such as a compilation or other review performed by an independent auditor.

(B) Balance sheet and income statements for all quarters reported in the current fiscal year and projected data for the balance of the year.

(C) The information in (A) and (B) above is required for the Offeror, for all participants if the Offeror is a teaming arrangement, and for any subcontractor whose estimated cost exceeds 25 percent of the total proposed cost. If the Offeror is a limited liability company or similar entity created for the purpose of performing this contract and lacking financial resources, the above information shall be submitted for the parent corporate entity(ies), partners, or other guarantors.

(D) The Offeror shall describe the financial impact of this project on its organization. This description shall include identification of any contingency, limitation, or condition affecting availability of funds for this project. The Offeror shall state what percentage of proposed cost represents its estimated total business during the period of performance.

(14) Accounting System Adequacy:

(A) In accordance with FAR 16.301-3 (Cost-Reimbursement Contracts - Limitations), a cost-reimbursement contract may be used only when the contractor's accounting system is adequate for determining costs applicable to the contract. Therefore, your cost estimates must be predicated upon an accounting system which is adequate for classifying, accumulating and reporting costs under government cost-type contracts. To facilitate development and Government evaluation of your cost proposal, and to promote timely award of a cost-type contract, you must assure you have an adequate accounting system in place prior to contract award.

(B) The acceptability of an accounting system is determined based upon a review performed by the Defense Contract Audit Agency (DCAA). Specific information concerning accounting systems may be found at DCAA's website: [http://www.dcaa.mil/DCAAP\\_7641.90.pdf](http://www.dcaa.mil/DCAAP_7641.90.pdf) <[http://www.dcaa.mil/DCAAP\\_7641.90.pdf](http://www.dcaa.mil/DCAAP_7641.90.pdf)>. Enclosure 2 of this pamphlet provides details on accounting system requirements and the criteria used by DCAA to evaluate its adequacy.

(C) In preparation for possible selection for contract (at which time the government will formally request a DCAA accounting system review), it is highly recommended that you review the aforementioned requirements as well as Figure 3 of DCAAP 7641.90, "Preaward Survey of Prospective

Contractor Accounting System (SF 1408)" to identify and address any accounting system inadequacies. In addition, complete the attached "Accounting System Questionnaire" (Attachment L-9) and include it with your cost proposal submission.

(D) The DCAA website and your local DCAA office can answer any questions or concerns you may have regarding accounting system adequacy. Please note, although DCAA is available for questions, only the government may request a DCAA accounting system review.

(End of provision)

#### **NNS-L-2004 INTENT TO AWARD WITHOUT DISCUSSIONS (OCT 2013)**

As set forth in Section L, Clause FAR 52.215-1(f)(4), the Government intends to make an award without discussions. The Government may make a final determination as to whether the Offeror's proposal is acceptable or unacceptable solely on the basis of the initial proposal as submitted. Accordingly, Offerors are advised to submit an initial proposal that is fully and clearly acceptable without the need for additional information or explanation and which contains the Offeror's best terms from a management, technical, past performance and price standpoint. The Government reserves the right to conduct discussions if determined by the Contracting Officer to be necessary.

(End of clause)

#### **NNS-L-2005 LIST OF SECTION L ATTACHMENTS (OCT 2013)**

L-1 Corporate, Partnership, Joint Venture Certificates  
L-2 Key Personnel Resume Elements  
L-3 Corporate Experience and Performance Self Assessment Form  
L-4 Corporate Experience Matrix  
L-5 Past Performance Questionnaire  
L-6 Cost Element Summary  
L-7 Staffing Plan Summary  
L-8 Common Occupational Code System (COCS) Description  
L-9 Accounting System Questionnaire  
L-10 Contract Security Classification Specification (CSCS)  
L-11 Basis of Estimate Log

(End of provision)

#### **NNS-L-2006 PROPOSAL SUBMISSION ADDRESS, DUE DATES, AND HAND CARRIED OFFERS (OCT 2013)**

(a) Proposals shall be submitted via the FedConnect website NO LATER THAN 4:00 pm ET on TBD. See FAR 52.215-1(c)(3)(ii), "Instructions to Offerors-Competitive Acquisition," for treatment of late proposals. Submission of electronic proposal via FedConnect, to include all volumes, will constitute the official submission of signed copies of the required documents. The name of the authorized company official shall be entered (typed) in the appropriate space shown on the Standard Form (SF) 33. It is the responsibility of the Offeror, prior to the offer due date and time, to verify successful transmission in accordance with the proposal instructions.

(b) Subcontractors submitting proprietary information may register in FedConnect and submit their information separately identifying in the subject line, the solicitation number and to whom they are a subcontractor; or they may provide a password protected document (file) to the Prime Contractor and share the password with the Contracting Officer. Regardless of the method chosen, the subcontractor's proposal must adhere to the proposal due date/time stated in the solicitation.

(c) In addition to the submission of the proposal via FedConnect, Offerors must also submit Hard Copies of the proposal (Volumes I, II, and III) along with the CD ROMs at the address listed below NO LATER THAN 4:00 pm ET on TBD.

All envelopes, packages and/or boxes containing proposals shall be marked with the following notice:

"TO BE OPENED BY ADDRESSEE ONLY. THIS IS A PROPOSAL SUBMITTED UNDER SOLICITATION NO. DE-SOL-0005982."

Standard Mailing Address:

DOE/National Nuclear Security Administration  
Albuquerque Complex/Contracts and Procurement Division (CPD)  
Attn: Maria Aurora Vigil  
P.O. Box 5400  
Albuquerque, NM 87185

Overnight Mailing and Hand Carried Address:

DOE/National Nuclear Security Administration  
Albuquerque Complex/Contracts and Procurement Division (CPD)  
Attn: Maria Aurora Vigil  
Kirtland Air Force Base  
Pennsylvania and H Streets  
Albuquerque, NM 87116

Offerors may hand carry their Hard Copy submission as long as they are received before the closing date and time established herein. Offerors are cautioned that rigorous security procedures are in place to access this Government facility that may result in additional time being required to hand carry documents. The responsibility of delivery of any hand carried documents within the stated due date in this solicitation rests completely with the Offeror. If copies are to be hand carried to the NNSA Contracts and Procurement Division Office a submission date and time must be coordinated one week in advance through the [EPS@nnsa.doe.gov](mailto:EPS@nnsa.doe.gov) <<mailto:EPS@nnsa.doe.gov>> mailbox.

It is the responsibility of the Offeror, prior to the offer due date and time, to verify the successful transmission of all mailed or hand carried proposal information to the Contracting Officer via the acquisition mailbox at [EPS@nnsa.doe.gov](mailto:EPS@nnsa.doe.gov) <<mailto:EPS@nnsa.doe.gov>>.

(d) Facsimile or email submissions will not be accepted.

(e) Questions regarding the solicitation must be submitted via FedConnect in accordance with provision DOE-L-1001. A copy of all questions and their respective answers will be published on FedConnect and on the acquisition webpage. Offerors are advised that answers provided by the Government through FedConnect will not qualify the terms and conditions of the solicitation.

(End of provision)

#### **NNS-L-2007 GENERAL INFORMATION (OCT 2013)**

(a) Supplemental Solicitation Definitions.

"Electronic signature" or "signature" means a method of signing an electronic message that (i) Identifies and authenticates a particular person as the source of the electronic message; and (ii) Indicates such person's approval of the information contained in the electronic message.

"FedConnect" means the hardware, firmware and software platform, including the associated databases, by which the National Nuclear Security Administration conducts electronic business.

"Proposal" means the electronic proposal submitted via FedConnect.

(b) Points of Contact. The sole points of contact (POCs) during the conduct of this procurement are Maria Aurora Vigil, Contracting Officer (CO), 505-845-4809, maria.vigil@nnsa.doe.gov, and Krystal Maestas, Contract Specialist (CS), 505-845-4268, krystal.maestas@nnsa.doe.gov with the following address: NNSA Contracts and Procurement Division, P.O. Box 5400, Albuquerque, NM 87185.

(c) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the Government's requirements. If you feel any part of the solicitation contains an error or omission, contact the CO or CS to obtain clarification in accordance with provision DOE-L-1001. To preclude unnecessary work and to assure yourself of submitting a complete proposal, you are cautioned to resolve all questionable areas with the CO/CS prior to the proposal due date.

(d) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by amendment.

(e) Amendment of Solicitation Prior to Proposal Closing Date. The Government reserves the right to amend the solicitation prior to the closing date for receipt of proposals by issuance of formal amendment(s)--Standard Form 30 to this RFP. If such amendments require material changes, the proposal closing date may be postponed by enough days to enable Offerors to revise their proposals. In such case, the amendment will include an announcement of the new proposal closing date and time.

(f) Solicitation Questions/Comments. All questions submitted for the solicitation will be posted on FedConnect and the acquisition webpage at <http://nnsa.energy.gov/aboutus/ouoperations/apm/contracts/epsc>.

(g) Expenses related to Proposal Submissions. This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal; in making necessary studies or designs for the preparation thereof; or to acquire or contract for any services.

(h) Independent Protest Review. Offerors are notified that in the event of a protest, interested parties may request an independent review of their protest to the agency at a level above the Contracting Officer. This independent review is available: (i) as an alternative to consideration by the Contracting Officer of a protest or; (ii) as an appeal of the Contracting Officer's decision on a protest. Designation of the officials conducting this independent review shall be determined by the agency. Reference FAR 52.233-2, Service of Protest.

(End of provision)

#### **NNS-L-2008 INDUSTRY DAY (OCT 2013)**

(a) An organized Industry Day conference will be conducted at the location listed below on December 10, 2013 from 9:00 AM - 12:00 PM Pacific Standard Time (PST), for the purposes of clarifying the Government's requirements associated with this solicitation and to allow questions and answers. The location for the Industry Day Conference is:

National Atomic Testing Museum  
Rogers Auditorium  
755 East Flamingo Road  
Las Vegas, NV 87119

(b) Industry Day Conference: Please limit attendance to four people per organization (i.e., teaming arrangement). Full name of attendees, company representing, citizenship, and business phone number

must be submitted to the acquisition mailbox at [EPS@nnsa.doe.gov](mailto:EPS@nnsa.doe.gov), no later than 12:00 pm Mountain Standard Time (MST) on December 6, 2013 in order for us to ensure adequate seating for the conference attendees and to accommodate security requirements.

(c) One-On-One Meetings: One-on-one meetings will be considered and held after the conclusion of the Industry Day Conference, if adequate interest is expressed from potential Offerors. NNSA requests that you email the acquisition mailbox at [EPS@nnsa.doe.gov](mailto:EPS@nnsa.doe.gov), no later than 11:00 am MST on December 2, 2013, to request a meeting. If one-on-one meetings are held, they will be conducted the afternoon of December 10, 2013 from 1:00 pm to 5:00 pm PST and between 8:00 am and 5:00 pm PST on December 11th - 12th, as needed. Each one-on-one meeting will be limited to 1 hour. If adequate interest is expressed, the NNSA will schedule one-on-one meetings and notify Prospective Offerors of their scheduled time by 3:00 pm MST on December 4, 2013. When requesting a one-on-one meeting, please provide a name for the primary point-of-contact, phone number and email address and the names of all individuals attending (limited to 4 people). One-on-one meetings will be held at the same location as the Industry Day event which is noted above. The intent of the one-on-one meetings is to solely allow Prospective Offerors an opportunity to clarify any aspects of the draft Solicitation. Company public relation information shall not be disseminated or discussed during these meetings.

(d) Entrance. Offerors shall ensure that representatives allow ample time to gain access to the installation.

(e) Questions shall be submitted in accordance with provision DOE-L-1001. A copy of all questions and their respective answers will be published on FedConnect and the acquisition website. Offerors are advised that nothing that is said or done at the Industry Day Conference or answers provided by the Government through FedConnect will qualify the terms and conditions of the solicitation. Terms of the solicitation will remain unchanged UNLESS the solicitation is formally amended in writing per FAR 15.206.

(End of provision)

#### **NNS-L-2013 ELECTRONIC MEDIA - SOLICITATION AND AMENDMENT DISTRIBUTION (OCT 2013)**

In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used extensively and shall be the sole method used for distributing the solicitation and its amendments. The final solicitation and any amendments shall be posted on the Government opportunity website called FedConnect at <https://www.fedconnect.net/Fedconnect/> and at the acquisition webpage identified in provision NNS-L-1001.

The official distribution method for the final solicitation is FedConnect. All amendments and any other official communications from the Government regarding this solicitation shall be posted through this medium. Offerors are responsible for checking the FedConnect website often for any solicitation amendments. Offerors shall acknowledge receipt of any amendment to the solicitation in accordance with paragraph (b) of Section L provision FAR 52.215-1, "Instructions to Offerors - Competitive Acquisition."

(End of provision)

#### **NNS-L-2014 OFFERORS SEEKING INFORMATION FROM INCUMBENT CONTRACTOR EMPLOYEES (OCT 2013)**

(a) Contact with the incumbent Contractor employees regarding possible future employment is permitted. However, to avoid disruption of work, such contacts and interviews must take place outside the working hours of such employees and not on the Government site.

(b) When seeking information, recommendations or advice from the incumbent Contractor employees relating to the work called for by this solicitation, the offeror is cautioned to avoid organizational conflicts of interest during such discussions.

(End of provision)

**I. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS**

- 52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)
- 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

**II. NOTICE:** The following solicitation provisions pertinent to this section are hereby incorporated in full text:

**A. DOE AND NNSA SOLICITATION PROVISIONS IN FULL TEXT**

**NNS-M-1001 EVALUATION OF PROPOSALS (NOV 2009) (TAILORED)**

(a) This acquisition will be conducted pursuant to the policies and procedures in Federal Acquisition Regulation (FAR) Part 15 and Department of Energy Acquisition Regulation (DEAR) Part 915. NNSA has established a Source Evaluation Board (SEB)/Source Evaluation Team (SET) to evaluate the proposals submitted for this acquisition.

(b) The instructions set forth in Part IV Section L are designed to provide guidance to the Offeror concerning the documentation that will be evaluated by the SEB/SET. The Offeror must furnish adequate and specific information in its response. Simply repeating the PWS requirements or merely offering to perform the work may result in a lower evaluation or the offer being determined technically unacceptable.

(c) A proposal will be eliminated from further consideration if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. Therefore, if a proposal is determined to be technically unacceptable, no further evaluation of the proposal (technical, cost, or management) will be performed. In the event that a proposal is eliminated, a notice will be sent to the Offeror stating the reasons that the proposal will not be considered for further evaluation under this solicitation.

(d) Prior to an award, a determination shall be made by the Source Selection Authority whether any possible organizational conflict of interest exists with respect to the apparent successful Offeror or whether there is little or no likelihood that such conflict exists. In making this determination, NNSA will consider the representation required by Part IV Section K of this solicitation and NNSA may consider any other information available to NNSA. An award will only be made if there is no organizational conflict of interest, unless it is in the best interest of the Government to make award anyway and a waiver is obtained in accordance with agency procedures, or if any potential organizational conflict of interest can be appropriately avoided or mitigated.

(e) Pursuant to 15.306(c), in the event that Contracting Officer decides that it is necessary to conduct discussions with the offerors, the Contracting Officer's determination of the competitive range for proposals submitted as a result of this solicitation will consider such factors as technical evaluation/ranking of the proposal, initial cost/price proposed and other items set forth in this section. Offerors are hereby advised that only those proposals deemed to have a reasonable chance for award of a contract will be included in the competitive range, and the Contracting Officer may further reduce the number of offerors in the competitive range for purposes of efficiency in accordance with FAR 15.306(c)(1) & (2). Offerors who are not included in the competitive range will be promptly notified.

(f) For the purpose of evaluating information on an Offeror's experience and past performance, NNSA will consider information on all of those companies comprising the Offeror's "Contractor team arrangement" that will perform major or critical aspects of the PWS/SOW as well as on the single legal entity submitting the offer. NNSA may contact some or all of the references provided by the Offeror, and may solicit past performance information from other available sources.

(g) 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 for both a technical and cost standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary.

(h) Exceptions or deviations to any terms and conditions alone will not render the proposal unacceptable; however, any exceptions or deviations to the terms of the solicitation may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the contract, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the solicitation.

(i) An overall rating of unsatisfactory in one evaluation criterion may result in elimination of the proposal from further consideration regardless of the rating of the other criteria.

(End of provision)

#### **NNS-M-1002 BASIS OF CONTRACT AWARD (NOV 2009) (TAILORED)**

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. Selection of the best value to the Government will be achieved through a process of evaluating each Offeror's proposal against the evaluation criteria described below. In determining the best value to the Government, Evaluation Criteria 1-4, when combined, are significantly more important than cost/price; however, cost/price will contribute substantially to the selection decision. The Government is more concerned with obtaining a superior technical proposal than making an award at the lowest evaluated total cost to the Government (including fee). However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one technical proposal over another. Thus, to the extent that Offerors' technical proposal (criteria 1-4) are evaluated as close or similar in merit, the evaluated cost is more likely to be a determining factor. The evaluation criteria below are in descending order of importance.

#### OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA

Evaluation Criteria	Weighting Factor	Medium
1. Technical Approach		Written Information
2. Key Personnel		Written Information
3. Corporate Experience		Written Information
4. Past Performance		Written Information
5. Cost	N/A	Written Information

#### EVALUATION FACTORS

##### (1) Criterion 1 - Technical Approach (TAB 1)

The Government will evaluate the proposed Technical Approach and Staffing Plan to assess the Offeror's understanding of the requirements and completeness and feasibility of the proposed technical approach associated with the PWS requirements identified for this Criterion in Section L, including any technical

risks and associated strategies for minimizing or avoiding such risks. Inconsistencies between the proposed technical approach and the Staffing Plan Summary submitted with the Cost Proposal may adversely impact the Offeror's rating for this Criterion.

(2) Criterion 2 - Key Personnel (TAB 2)

The Government will evaluate and assess the degree to which the key personnel have the education and experience to effectively execute the duties and responsibilities for their proposed position considering the nature, size, and scope of the work required in the PWS.

(3) Criterion 3 - Corporate Experience (TAB 3)

The Government will evaluate and assess the relevancy (similarity in nature, size in dollars, and complexity) and depth of the Offeror's experience as it relates to performing the PWS. The Government will consider the corporate experience of predecessor companies if it is properly submitted in accordance with provision NNS-L-2002 of this RFP.

(4) Criterion 4 - Past Performance (TAB 4)

The Government will evaluate and assess the Offeror's relevant past performance from the last five years to determine the degree to which the Offeror's past performance demonstrates the Offeror's ability to successfully perform the PWS. The Government's evaluation shall include the following information to the extent determined to be relevant: information from the Past Performance Questionnaires; the self-assessment information submitted Attachment L-3; and any other past performance information that the Government may obtain from other sources. The Government shall consider the source and context of the information, any general trends in the information, and the offeror's responses to any negative past performance information and associated corrective actions. In the event that the Offeror has not had an opportunity to respond to any negative past performance information, the Government shall provide the Offeror such an opportunity and this shall be treated as "clarifications" in accordance with FAR 15.306(a)(2). The Government will consider the past performance of predecessor companies if it is properly submitted in accordance with provision NNS-L-2002 of this RFP. If the Offeror does not have a record of relevant past performance, the Offeror will not be evaluated favorably or unfavorably on past performance and will be assigned a neutral rating. The past performance of Key Personnel shall not be evaluated under this criterion.

(End of provision)

**NNS-M-1004 COST PROPOSAL CRITERION (OCT 2013)**

The cost proposal will not be rated, but will be used in determining the best value to the Government in accordance with Section M, NNS-M-1002. The cost proposal will be evaluated in accordance with FAR 15.404 to determine cost reasonableness and realism. A significant cost deficiency or weakness that may cause the offer to be rejected is defined as one that is lacking in reasonableness or realism, and the correction of which would cause a material alteration or revision of the Offeror's cost proposal. An unrealistic, unreasonable, or incomplete cost proposal may be evidence of the Offeror's lack of or poor understanding of the requirements of the solicitation, and thus may adversely affect the Offeror's rating on the Technical Proposal criteria. The Government will evaluate the Offeror's cost proposal to determine cost reasonableness and realism. Pursuant to FAR 15.404, the following will be evaluated:

(1) Reasonableness. The total price proposed for the base period and the option period, including the Government baselined ODC amounts, and proposed fee will be used to evaluate price reasonableness. The cost proposal will be evaluated to determine the appropriateness of the underlying assumptions and estimating techniques used to generate the proposed costs and the consistency of those assumptions and techniques with the proposed accomplishment of the required work. The Government may use any of the cost or price analysis techniques specified in FAR 15.404-1 to determine

reasonableness. The Government may determine the offer unreasonable if the offeror's priced CLINs are materially unbalanced.

(2) Realism. The cost proposal will be evaluated to determine if the estimated proposed cost elements are realistic for the work to be performed, reflect a clear understanding of the PWS requirements, and are consistent with the Staffing Plan Summary submitted by the Offeror. Inconsistencies between the cost proposal and other portions of the proposal could raise concerns regarding the Offeror's understanding of the requirements and its ability to perform the work for the proposed cost, and may affect the Government's rating of the Offeror's Technical Proposal. As a result of its cost realism analysis, the Government may adjust the Offeror's proposed costs to reflect any additions or reductions in cost elements to realistic levels. Cost realism analysis will be used by the Government to establish each Offeror's total probable cost for the best value determination. The total probable cost (evaluated price) includes the sum of the Government evaluated costs of the Offeror's proposal, the Government baselined amounts, and total proposed fee for all requirements in the PWS. The Offeror's cost/price proposal will be evaluated using the probable cost computed by the Government for the base period (basic award) and option periods. The Offeror's proposed estimated costs shall not be controlling for source selection purposes.

(End of provision)

#### **NNS-M-1005 TERMS OF EVALUATION CRITERIA (OCT 2013)**

A proposal that is unrealistic in terms of the evaluation criteria (identified at NNS-M-1003) or cost may be deemed unacceptable due to the inherent failure of an Offeror to demonstrate it understands the complexity and risks of the technical requirements as stated in the Performance Work Statement (PWS). This lack of understanding may be grounds for rejection of the proposal. A proposal may be eliminated from further consideration if the proposal is so obviously deficient as to be totally unacceptable. For example, a proposal may be deemed unacceptable if it does not represent a reasonable effort to address essential requirements of the solicitation, or if the Offeror clearly demonstrates it does not understand the technical requirements of the solicitation, specifically the PWS. Therefore, if a proposal is determined to be unacceptable, no further evaluation of the proposal (technical or cost) will be performed. In the event a proposal is eliminated from the competition, the Contracting Officer shall notify the Offeror, in writing, as to the basis of an Offeror's elimination from the competition and that a proposal revision will not be considered.

(End of provision)