

2. CONTRACT NO.
DE-SOL-0008449

CONTRACT SPECIALIST

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

DOE AND NNSA CONTRACT CLAUSES IN FULL TEXT

DOE-B-2001 COST-PLUS-FIXED-FEE CONTRACT: TOTAL ESTIMATED COST AND FIXED FEE (OCT 2014) - ALTERNATE I (OCT 2014) (TAILORED)

This is an Indefinite Delivery, Indefinite Quantity (ID/IQ) contract with Cost-Plus-Fixed-Fee and Firm Fixed Price Contract Line Items. The total estimated cost and fixed-fee for this contract are as follows:

(a) The total Contract value, including the value of all task orders that are issued to one or more contractors, is not to exceed the cumulative Multiple Award Contract value of \$400M.

(b) The total estimated cost contemplated by the Contract clause 52.232-22, "Limitation of Funds", will be identified in each task order.

(c) The fixed fee for all task orders issued under this Contract, as contemplated by the Contract clause 52.216-9, "Fixed Fee -Construction" for cost-reimbursement construction CLINs, and 52.216-8, "Fixed Fee" for non-construction cost-reimbursement CLINs shall be applied to the base of total cost (excluding facilities capital cost of money) and shall not exceed TBD %*.

***Percentage to be included in the Offeror's cost proposal [refer to solicitation provision NNS-L-2003, paragraph (b) (13)] and completed by the Contracting Officer prior to award.**

(End of clause)

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

DOE-B-2010 INDEFINITE-QUANTITY CONTRACT (OCT 2014) (TAILORED)

In accordance with the contract clause 52.216-22, "Indefinite Quantity", the maximum dollar amount the Government may order under this contract is \$400,000,000; and the guaranteed minimum amount is \$100,000.

(End of clause)

DOE-B-2012 SUPPLIES/SERVICES BEING PROCURED/DELIVERY REQUIREMENTS (OCT 2014) (TAILORED)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set for in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and providing the following items of work:

0001 - (Base Period) – Cost Plus Fixed Fee - Provide design, integration, construction, communication and engineering installation for the Nuclear Smuggling Detection and Deterrence (NSDD) Program in accordance with the Statement of Work in Part III, Section J, Attachment 1, all provisions in other sections of this Contract, as well as its Attachments, and individual task orders. The ordering period for the Base Period is three years from Date of Award.

0002 - (Base Period) – Firm Fixed Price - Provide design, integration, construction, communication and engineering installation for the Nuclear Smuggling Detection and Deterrence (NSDD) Program in accordance with the Statement of Work in Part III, Section J, Attachment 1, all provisions in other sections of this Contract, as well as its Attachments, and individual task orders. The ordering period for the Base Period is three years from Date of Award.

0003 - (Base Period) - Reports in accordance with "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2, and elsewhere specified in the Contract and individual task orders. Not Separately Priced.

1001 - (Option One) - Cost Plus Fixed Fee - Provide design, integration, construction, communication and engineering installation for the NSDD Program in accordance with the Statement of Work in Part III, Section J, Attachment 1, all provisions in other sections of this Contract, as well as its Attachments, and individual task orders. The ordering period for Option One is two years from the date of exercise of Option One.

1002 - (Base Period) – Firm Fixed Price - Provide design, integration, construction, communication and engineering installation for the Nuclear Smuggling Detection and Deterrence (NSDD) Program in accordance with the Statement of Work in Part III, Section J, Attachment 1, all provisions in other sections of this Contract, as well as its Attachments, and individual task orders. The ordering period for the Base Period is three years from Date of Award.

1003 - (Option One) - Reports in accordance with "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2, and elsewhere specified in the Contract and individual task orders. Not Separately Priced.

2001 - (Option Two) - Cost Plus Fixed Fee - Provide design, integration, construction, communication and engineering installation for the NSDD Program in accordance with the Statement of Work in Part III, Section J, Attachment 1, all provisions in other sections of this Contract, as well as its Attachments, and individual task orders. The ordering period for Option Two is two years from the date of exercise of Option Two.

2002 - (Option Two) – Firm Fixed Price - Provide design, integration, construction, communication and engineering installation for the Nuclear Smuggling Detection and Deterrence (NSDD) Program in accordance with the Statement of Work in Part III, Section J, Attachment 1, all provisions in other sections of this Contract, as well as its Attachments, and individual task orders. The ordering period for the Base Period is three years from Date of Award.

2003 - (Option Two) - Reports in accordance with "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2, and elsewhere specified in the Contract and individual task orders. Not Separately Priced.

(End of clause)

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

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

To be determined at task order award.

(End of clause)

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

DOE-B-2014 OPTIONS TO EXTEND THE TERM OF THE CONTRACT: ESTIMATED COST, FEE AND PERIOD OF PERFORMANCE (OCT 2014) (TAILORED)

(a) In accordance with the clause at FAR 52.217-9, Option to Extend the Term of the Contract, the Government may unilaterally extend the contract period of performance (as set forth in Section F, Deliveries) to require the Contractor to perform the work in accordance with the Statement of Work in Part III, Section J, Attachment 1. In the event that the Government elects to exercise its unilateral right to

extend the term of the contract pursuant to this clause and FAR 52.217-9, all terms and conditions of the contract will remain in full force and effect.

(b) The Contracting Officer will consider factors set forth in FAR 17.207, Exercise of Options, in determining whether to exercise an option to extend the term of the contract. The Government is concerned with ensuring that the Contractor's performance meets, or exceeds, the performance requirements of the contract in a cost-effective manner. Accordingly, the Contracting Officer will consider the Contractor's performance as part of the determination to exercise any option to extend the contract term.

(c) The Estimated Cost, Fee, and Period of Performance of each option to extend the term of the contract are set forth below:

The shared total value of all Contracts awarded under DICCE2 solicitation DE-SOL-0008449, including the value of all task orders that are issued to one or more contractors, is not to exceed \$426,000,000 for the period of performance not to exceed of seven (7) years and six (6) months, including any exercised options.

(End of clause)

NNS-B-1002 CONTRACT TYPE: FIRM-FIXED-PRICE (NOV 2009) (TAILORED)

Total Price: To be determined as necessary on negotiated task order(s).

Applicable to following Line Items: Firm-Fixed-Price CLINS; to be determined as necessary on negotiated task order(s).

(End of clause)

Applies to Firm-Fixed-Price CLIN(s) only.

NNS-B-1008 CONTRACT TYPE: COST-PLUS-FIXED-FEE (NOV 2009) (TAILORED)

The estimated cost and fee for this contract are shown below. The applicable fixed fee set forth below may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the Contracting Officer, it shall be paid as it accrues, in regular installments based upon the percentage of completion of work (or the expiration of the agreed-upon period(s) for term contracts).

Estimated Cost: To be determined as necessary on negotiated task order(s).

Fixed Fee: Amount determined at award and applied at task order level.

Applicable to following Line Items: Cost-Plus-Fixed-Fee CLINS; to be determined as necessary on negotiated task order(s).

(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-2003 REPORTS (OCT 2014) (TAILORED)

Reports shall be completed in accordance with the "Reporting Requirements Checklist," Section J, Attachment 2, and when included in individual task orders.

(End of clause)

NNS-C-2002 STATEMENT OF WORK (SOW) / PERFORMANCE WORK STATEMENT (PWS) (JUL 2015)

The SOW is included in Part III, Section J, Attachment 1.

(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

DOE-D-2001 PACKAGING AND MARKING (OCT 2014)

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

(b) Each package, report or other deliverable shall be accompanied by a letter or other document which -

(1) Identifies the contract and task order by number pursuant to which the item is being delivered;

(2) Identifies the deliverable item number or report requirement which requires the delivered item; and

(3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

(End of clause)

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

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.246-2 INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996)
(As applicable; applies to Firm-Fixed-Price Task orders and CLINS(s) only.)
- 52.246-3 INSPECTION OF SUPPLIES -- COST-REIMBURSEMENT (MAY 2001)
- 52.246-4 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)
(As applicable; applies to Firm-Fixed-Price Task orders and CLINS(s) only.)
- 52.246-5 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)
- 52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
(As applicable; applies to Firm-Fixed-Price Task orders and CLINS(s) only.)
- 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)
(As applicable; applies to Firm-Fixed-Price Task orders and CLINS(s) only.)

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-2001 INSPECTION AND ACCEPTANCE (OCT 2014) (TAILORED)

Inspection and acceptance of all items and/or work effort delivered under this Contract, including reporting requirements, shall be accomplished by one of the following authorized Federal officials, subject to the limits of their delegations of authority: the Contracting Officer, the Contracting Officer's Representative (COR), or any other duly-authorized Government representative identified by the Contracting Officer.

(End of clause)

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

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.211-17	DELIVERY OF EXCESS QUANTITIES (SEP 1989) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.242-15	STOP-WORK ORDER (AUG 1989) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984) <i>Applies to Cost-Plus-Fixed-Fee CLIN(s) only.</i>
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984) <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.247-34	F.O.B. DESTINATION (NOV 1991) <i>(As applicable; applies to Firm-Fixed-Price Task orders and CLINS(s) only.)</i>
52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (JUN 2003)

II. 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-F-2004 DELIVERY POINT (OCT 2014) (TAILORED)

(a) Delivery of all items under this contract shall be made to the address(es) listed in the individual task order as necessary.

(b) Delivery for the purpose of inspection, acceptance and the Prompt Payment Act must be through the shipping address listed in the individual task order unless another location has been authorized by the Contracting Officer. If delivery is made to another location without authorization from the Contracting Officer, a delivery for the purposes of the Prompt Payment Act has not occurred and no interest penalty under the Act shall result.

(End of clause)

DOE-F-2005 NOTICE OF SHIPMENT (DEC 2015)

Notice of Shipment will be performed in accordance with the NSDD (formerly referred to as the Second Line of Defense) Property Management Plan (NSDD will provide copy to Contractor after award)

(End of clause)

NNS-F-2001 CONTRACT PERFORMANCE PERIOD (AUG 2015)

(a) The base period shall be for 36 months from effective date of contract. Two option periods, if exercised, will extend the term of the contract an additional 48 months for a total of 84 months from the effective date of the contract as follows:

- (1) Base Period: 36 months from effective date of contract.
- (2) Option Periods:

Option 1: The ordering period for Option One is 24 months from the date of exercise of Option One.

Option 2: The ordering period for Option Two is 24 months from the date of exercise of Option Two.

(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

DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)

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

(End of clause)

DOE-G-2003 CONTRACTOR'S PROGRAM MANAGER (OCT 2014)

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

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

(End of clause)

DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014) (TAILORED)

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, task order number, and topic. All correspondence shall be subject to the following procedures:

(a) Technical Correspondence.

Technical correspondence shall be addressed to the appropriate point of contact listed below with an informational copy of the correspondence to the Contracting Officer identified in each task order. The points of contact for technical correspondence are:

Contracting Officer Representative (COR): Debra Moone
Address: Department of Energy, NA-21
1000 Independence Avenue SW
Washington DC 20585
Phone No: (202) 586-3802
E-mail: debra.moone@nnsa.doe.gov

Country Manager: To be identified in each task order.

(b) Other Correspondence.

Other correspondence shall be addressed to the Contracting Officer with informational copies of the correspondence to the COR and Country Manager.

The Contracting Officer is the Contractor's focal point of contact for each task order. The Contracting Officer's name, address, phone number, fax number, and email address will be identified in each task order. One of the Contracting Officers identified below will be the focal point for each task order.

(c) The Contracting Officers:

Contracting Officer: Maria Vasquez
Address: DOE/NNSA, NA-APM-123.1
P.O. Box 5400
Albuquerque, NM 87185-5400
Phone: (505) 845-4880
E-mail: maria.vasquez@nnsa.doe.gov

Contracting Officer: Jon Holmberg
Address: DOE/NNSA, NA-APM-123.1
P.O. Box 5400
Albuquerque, NM 87185-5400
Phone: (505) 845-5204
E-mail: jon.holmberg@nnsa.doe.gov

(d) Intellectual Property Correspondence.

Correspondence pertaining to patent, technical data or intellectual property shall be addressed to the NNSA Patent Counsel with informational copies to the COR and the Contracting Officer. The Patent Counsel's contact information is as follows:

Department of Energy, NNSA Service Center
Office of Chief Counsel
Attention: NNSA Patent Counsel
P.O. Box 5400
Albuquerque, NM 87185-5400

(End of clause)

DOE-G-2005 BILLING INSTRUCTIONS (OCT 2014)

(a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract.

(b) Contractors shall 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. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.

(c) A paper copy of a voucher that has been submitted electronically will not be accepted.

(End of clause)

Applies to Firm-Fixed-Price CLIN(s) only.

DOE-G-2005 BILLING INSTRUCTIONS (OCT 2014) - ALTERNATE I (OCT 2014) (TAILORED)

(a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the contract.

(b) Contractors shall 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. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.

(c) A paper copy of a voucher that has been submitted electronically will not be accepted.

(d) 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 Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:

(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 Hours (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.

(iv) For task orders or task assignments issued under this contract, the Contractor must prepare a single invoice for each period for each task order work assignment.

(2) The Contractor shall prepare and submit the supporting documentation with each voucher in accordance with the following:

(i) 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.

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

(iii) 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.

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

(v) Each voucher submitted shall include the following:

- (A) Contract number;
- (B) Order number;
- (C) Contractor name;
- (D) Date of voucher;
- (E) Invoice number (invoices shall be sequentially numbered);
- (F) Total amount of voucher;
- (G) Period covered or items delivered;
- (H) Cumulative amount invoiced to date;
- (I) The following information for both the prime contractor and each

major subcontractor:

- a. A breakdown of labor costs by Labor Category.
- b. A summary breakdown of Other Direct Costs.
- c. Receipts or bills for all Other Direct Costs (e.g. one trip, element of material, etc.) costing over \$10,000, or as requested by the Contracting Officer.
- d. A breakdown of all travel including:

- i. Traveler's name.
- ii. Purpose of the trip.
- iii. Destination.
- iv. Dates of travel; and
- v. Costs, including per diem rates applied.

(J) A summary breakdown of all Subcontractor costs denoting Subcontractor name and items or services required; and

(K) A summary breakdown of costs by CLIN.

(End of clause)

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

DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (OCT 2014) (TAILORED)

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

(b) Contractor performance will be evaluated at least annually at the contract or task order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) quality, (2) management, (3) schedule, (4) cost control, (5) regulatory compliance, and (6) in-country stakeholder interface. PPIRS information is available at <http://www.ppirs.gov>, and CPARS information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training that can be found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within thirty (30) calendar days of the request.

(c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and

DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.

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

(End of clause)

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-H-1001 IDENTIFICATION OF NNSA OMBUDSMAN (JUL 2010) - ALTERNATE I (NOV 2009)

In accordance with 48 CFR 16.505(b)(6) and DOE-H-2032 Ordering Under A Multiple Award Contract, the designated NNSA Ombudsman for this contract is Deborah L. Buterbaugh, Department of Energy, National Nuclear Security Administration, Office of Acquisition Management, Acquisition Policy & Oversight Division, Non-M&O Policy & Oversight Branch, NA-APM-141, NNSA Albuquerque Complex, PO Box 5400, Albuquerque, NM 87185-5400, phone: (505) 845-6273.

Do not contact the ombudsman to request copies of Task Order requests for Proposals, verify proposal due dates, or clarify technical requirements. Such inquiries shall be directed to the contracting officer or as specified elsewhere in this document.

(End of clause)

DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)

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

(End of clause)

DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)

The Government may award contracts to other contractors for work to be performed at a DOE-owned or -controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with 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-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014)

With proposal submission; the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan), applicable if the Contractor finds there may be a potential or existing OCI. The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

(a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the contract.

(b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.

(c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.

(d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.

(e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the Contracting Officer for approval in a timely manner.

(f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.

(g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.

(h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

(End of clause)

**DOE-H-2048 PUBLIC AFFAIRS - CONTRACTOR RELEASES OF INFORMATION (OCT 2014)
(TAILORED)**

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 10 calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer, with a courtesy copy to the Contracting Officer's Representative of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

(End of clause)

DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014) (TAILORED)

(a) In accordance with the clause DEAR 952.231-71, Insurance-Litigation and Claims, the following types and minimum amounts of insurance shall be maintained by the Contractor:

(1) Workers' compensation - Amount in accordance with applicable Federal and State workers' compensation and occupational disease statutes.

(2) Employer's liability - \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers).

(3) Comprehensive bodily injury liability - \$500,000.

(4) Property damage liability - None, unless otherwise required by the Contracting Officer.

(5) Comprehensive automobile bodily injury liability - \$200,000 per person and \$500,000 per occurrence.

(6) Comprehensive automobile property damage - \$20,000 per occurrence.

(b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

(End of clause)

DOE-H-2051 ANNUAL REPRESENTATIONS AND CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR (OCT 2014) - ALTERNATE I (OCT 2014)

(a) Pursuant to the clause at FAR 52.204-8, Annual Representations and Certifications, the Contractor's submission on the System for Award Management (SAM) Official U.S. Government system dated (to be completed at award) is hereby incorporated into the contract by reference.

(b) The Contractor, by signing this contract, certifies that it has verified that its SAM submission incorporated by reference into this contract pursuant to paragraph (a) above is current, accurate, complete, and applicable to this contract except for the following: (Contractor to insert the names of those representations and certifications to which it takes exception). Changes and amendments to its SAM Representations and Certifications identified by the Contractor pursuant to paragraph (d) of the clause at FAR 52.204-8, Annual Representations and Certifications, dated (to be completed at award) are hereby incorporated into the contract by reference.

(End of clause)

DOE-H-2055 GOVERNMENT FURNISHED PROPERTY (OCT 2014) (TAILORED)

In accordance with the clause 52.245-1, the Government will provide a property list, as applicable, in each task order.

(End of clause)

DOE-H-2058 DESIGNATION AND CONSENT OF MAJOR OR CRITICAL SUBCONTRACTS (OCT 2014) (TAILORED)

(a) In accordance with the clause at FAR 52.244-2(d), Subcontracts, the following subcontract has been determined to be major or critical subcontract:

- (1) Central Alarm Station (CAS) Communications Software

(b) In the event that the Contractor plans either to award or use a new major or critical subcontract or replace an existing, approved major or critical subcontract identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.

(End of clause)

Applies to Firm-Fixed-Price CLIN(s) only.

DOE-H-2061 CHANGE ORDER ACCOUNTING (OCT 2014)

The Contractor shall maintain change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an

equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

(End of clause)

**DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT
(OCT 2014)**

The Contractor shall comply with the following:

(a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).

(b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.

(d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.

(e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(g) Ensure that all their employees understand that they must -

(1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;

(2) Not impede or hinder another employee's cooperation with the OIG; and

(3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

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

(End of clause)

DOE-H-2070 KEY PERSONNEL (OCT 2014) (TAILORED)

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

NAMES *	TITLES
	Implementation and Sustainability Manager
	Contracts Manager
	Program Manager

*Note Key Personnel are to be proposed by the Offeror. Clause to be completed by the Contracting Officer prior to award.

(b) The Contracting Officer (CO) and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel assigned to the contract.

(c) The Key Personnel identified above shall be permanently assigned to their respective positions, shall be employees, throughout the period of performance of the contract, of the Offeror (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), shall be dedicated full-time to this Contract, and shall be the only key personnel identified under this Contract.

(d) The Contractor shall be required to notify the CO in advance of thirty (30) calendar days of diversion of, or substitution for, any of the Key Personnel. The Contractor shall obtain consent from the CO prior to any substitution or diversion of Key Personnel.

(End of clause)

NNS-H-1014 LIMITATION OF GOVERNMENT'S OBLIGATION (NOV 2009) (TAILORED)

(a) Of the price of (to be determined at task order level for FFP CLIN(s) only), the sum of (to be determined at task order level for FFP CLIN(s) only) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allotted to this contract until the total price of said item is allotted.

(b) The Contractor agrees to perform or have performed work on said item up to the point at which, in the event of termination of this contract pursuant to FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed Price)" the total amount payable by the Government (including amounts payable in respect of subcontracts and settlement costs), pursuant to paragraph (e) thereof, would in the exercise of reasonable judgment by the Contractor approximate the total amount at the time allotted to the contract. The Government shall not be obligated in any event to pay or reimburse the Contractor in excess of the amount from time to time allotted to the contract, anything to the contrary in the FAR Clause "Termination for Convenience of the Government (Fixed Price)" notwithstanding.

(c) It is contemplated that funds presently allotted to this contract will cover the work to be performed until (insert date). The Contractor will notify the Contracting Officer in writing at least 60 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable items. The notice shall state the estimated date when such point will be reached and the estimated amount of additional funds required to continue performance to the above or an agreed substituted date. The Contractor shall, 30 days prior to the date above written or agreed substitute date, advise the Contracting

Officer in writing as to the estimated amount of additional funds which will be required for the timely performance of the contract for a further period, as may be specified in the contract or otherwise agreed to by the parties. If, after such later notification, additional funds are not allotted by the date above, the Contracting Officer will terminate any items for which additional funds have not been allotted, pursuant to FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed Price)."

(d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance which shall be covered by such funds. The provisions of paragraphs (b) and (c) above shall apply to such additional allotted funds and substituted date pertaining thereto and the contract amended accordingly.

(e) If the Contractor incurs additional costs, or is delayed in the performance of the work under this contract, solely by reason of the failure of the Government to allot additional funds in amounts sufficient for the timely performance of this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices of said items or in the time of delivery or both. Failure to agree to any such equitable adjustment hereunder shall be a dispute concerning a question of fact within the meaning of the clause in this contract entitled "Disputes."

(f) The Government may at any time prior to termination, and with the consent of the Contractor, after notice of termination, allot additional funds for this contract.

(g) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to FAR Clause 52.249-2 "Termination for Convenience of the Government (Fixed Price)."

(End of clause)

Applies to Firm-Fixed-Price CLIN(s) only.

NNS-H-1023 LIMITATIONS ON SUBCONTRACTING COMPLIANCE AND REPORTING REQUIREMENTS -- CONSTRUCTION (NOV 2009) (TAILORED)

(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) Construction Contracts: A small business set-aside prime Contractor must meet the applicable percentage of work requirement. The applicable small business performance requirement for this construction contract is at least 15% (general Contractors) of the cost of contract, not including the cost of materials, incurred with its own employees. The computational steps detailed below shall be applied to determine whether the small business prime Contractor meets the applicable percentage of contract cost (excluding material) incurred with its own employees.

(1) Completion Contracts: In order to ensure that the required percentage of costs on a small business set-aside award is performed by the small business prime Contractor, the prime Contractor shall submit a semiannual written report to the Contracting Officer (CO), demonstrating that it has performed the required percentage of costs with the prime's personnel 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) Indefinite Delivery/ Indefinite Quantity (IDIQ) Contracts: In order to ensure that the required percentage of costs on an IDIQ small business set-aside award is performed by the small business prime Contractor, the prime Contractor shall submit a semiannual written report to the CO 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.

(i) Where there is a guaranteed minimum requirement in an IDIQ small business set-aside award, the small business prime Contractor may not subcontract work that will exceed 15% of the guaranteed minimum amount that will be accomplished. Once the guaranteed minimum amount is met, the general rules for IDIQ contracts (without guaranteed minimums) set forth in paragraph B.2 above, apply.

(ii) 8(a) Small Business Set-Aside: In accordance with 13 CFR 124.510, if an IDIQ contract is a Small Disadvantaged Business 8(a) set-aside, the small business prime Contractor shall perform at least (insert percentage - general Contractors 15%, special trade Contractors 25%) of the applicable cost for the combined total of all task orders issued to date at semi-annual intervals. The Applicable SBA District Director may waive this provision if he/she makes a written determination that larger amounts of subcontracting are essential, provided there are written assurances from both the 8(a) prime Contractor and the procuring activity that the contract will ultimately comply with the required performance percentages. Where SBA authorizes the participant to exceed the subcontracting limitations and the 8(a) prime Contractor doesn't ultimately comply with the performance of work requirements by the end of the contract, SBA will not grant future waivers to the 8(a) prime Contractor.

(c) Instructions for Calculation of the Cost of Contract Performance Incurred for Personnel in Accordance with "Limitations on Subcontracting" (FAR 52.219-14) - Construction: 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 the small business prime Contractor personnel and the related cost for each part, as defined below. Provide and illustrate the calculation for work to be performed by the small business prime personnel, in accordance with the definitions below.

(2) Definitions regarding Cost of Work to be Performed by Prime Personnel, in accordance with Contract Clause: "Limitations on Subcontracting" (FAR 52.219-14):

(i) The work in this contract is "General Construction" (or "Construction by Special Trade Contractors") for purposes of Contract Clause "Limitations on Subcontracting."

(ii) "Work to be Performed by Prime Personnel" generally includes costs for: mobilization and utilization of owned or rented plant and equipment to be operated by the Contractor's own employees and labor associated with the aforementioned equipment; Contractor's own labor to fabricate or to install materials into the finished construction; performance by the Contractor's own employees of design work, land surveys and other engineering or technical specialist services required by the contract; supplies to directly support the aforementioned work to be accomplished by the Contractor's own employees; and the Contractor's own job overhead costs (fringe, labor overhead, and applicable G&A). Contractor markups for profit, gross receipts tax, performance bonds, or other "below the cost line" items are to be excluded from "total cost of the contract" for calculation purposes. Rental of plant or equipment for operation by subcontractors is not "Work to Be Performed by Prime Employees" but shall be included in the "Total Cost of the Contract" for calculation purposes. Cost of materials to be incorporated into the work and supplies to support other than construction by the Contractor's own employees are excluded from the above definition. Do not include these costs in the calculation. "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.

(iii) "Cost of Materials" includes costs of the items purchased, handling and associated shipping costs for the purchased items (which includes raw materials), off-the-shelf items (and similar proportionately high-cost common supply items requiring additional manufacturing or incorporation

to become end items), special tooling, special testing equipment, and construction equipment purchased for and required to perform on the contract. Where the prime Contractor has been directed by the Government to use any specific source for parts, supplies, components subassemblies or services, the costs associated with those purchases will be considered as part of the cost of materials, not subcontracting costs.

(iv) "Total Cost of the Contract" means the total direct (variable, fixed, one-time and semi-variable) costs to the Contractor, including job overhead costs but excluding the cost of any materials to be incorporated into the work to construct the project. It generally includes the cost of all "Work to Be Performed by Prime Personnel", as defined above, and all supplies and subcontract costs. The cost of subcontractor furnished materials will be excluded only to the extent that they can be segregated and identified in the subcontractors' proposals.

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

(3) Use a format similar to the following to identify and calculate Percent of Cost of "Contract Performance Incurred by 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 Small Business Prime Contractor Personnel:

TBD

Show Calculation of Work to be Performed by Small Business Prime Contractor Personnel and Subcontractor/Consultant Personnel:

1. Total Proposed Price: = \$_____
2. Subtract all prime and subcontractor(s) "below the cost-line" markups for profit, bond, state use tax, etc. applied to Work to be Performed by Prime Personnel and subcontracted work: = \$_____
3. Subtract identifiable cost of materials (including material handling, Government-directed sources, and/or applicable G&A) to be incorporated into the work: = \$_____
4. Remainder is "Total Cost of the Contract": = \$_____
5. "Work to be Performed by Prime Personnel": = \$_____ (only cost for mobilization and utilization of owned or rented plant and equipment to be operated by the Contractor's own employees, labor for equipment operated by Contractor's own employees; Contractor's own labor to fabricate or to install materials into the finished construction; (NON Design/Build Only: performance by the Contractor's own employees of design work, land surveys and other engineering or technical specialist services required by the contract); supplies to directly support the aforementioned work to be accomplished by the Contractor's own employees; and the Contractor's own job overhead costs (fringe, labor overhead, and applicable G&A only NO MATERIALS)
6. Percentage of Work to be Performed by Prime Personnel: = (Line 5 / Line 4) * 100 = _____%

(End of clause)

NNS-H-1027 DIFFERENTIALS AND ALLOWANCES (AUG 2015)

Standardized Regulations referred to below are the Department of State Standardized Regulations (DSSR) (Government Civilians/Foreign Areas.) Overseas Allowances and differentials (except post allowance) are not automatic salary supplements, nor are they entitlements. In accordance with FAR 31.201-3(a) the reasonableness of specific costs will be examined with no presumption of reasonableness. The burden of proof is ultimately on the contractor to establish the cost is reasonable. Factors that may be relevant include, but is not limited to, conformity with compensation packages of other firms in the same geographic area. (FAR 31.205-6(b) (2))

(a) Post differential. Post differential is an additional compensation for service at places in foreign areas where conditions of environment differ substantially from conditions of environment in the continental United States and warrant additional compensation as a recruitment and retention incentive. In areas where post differential is paid to Government direct-hire employees, post differential not to exceed the percentage of salary as is provided such Government employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 500 (except the limitation contained in Section 552, "Ceiling on Payment") Tables-Chapter 900 (can be accessed at: http://aoprals.state.gov/Web920/location.asp?menu_id=95), as from time to time amended, will be reimbursable hereunder for employees in respect to amounts earned during the time such employees actually spend overseas on work under this contract. When such post differential is provided to regular employees of the Contractor, it shall be payable beginning on the date of arrival at the post of assignment and continue, including periods away from post on official business, until the close of business on the day of departure from post of assignment en route to the United States. Sick or vacation leave taken at or away from the post of assignment will not interrupt the continuity of the assignment or require a discontinuance of such post differential payments, provided such leave is not taken within the United States or the territories of the United States. Post differential will not be payable while the employee is away from his/her post of assignment for purposes of home leave. Short-term employees shall be entitled to post differential beginning with the forty-third (43rd) day at post.

(b) Living quarters allowance. Living quarters allowance is an allowance granted to reimburse an employee for substantially all of his/her cost for either temporary or residence quarters whenever Government-owned or Government-rented quarters are not provided to him/her at his/her post without charge. Such costs are those incurred for temporary lodging (temporary lodging allowance) or one unit of residence quarters (living quarters allowance) and include rent, plus any costs not included therein for heat, light, fuel, gas, electricity and water. The temporary lodging allowance and the living quarters allowance are never both payable to an employee for the same period of time. The Contractor will be reimbursed for payments made to employees for a living quarters allowance for rent and utilities if such facilities are not supplied. Such allowance shall not exceed the amount paid Government employees of equivalent rank in the Cooperating Country, in accordance with either the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 130, as from time to time amended, or other rates approved by the Contracting Officer. Subject to the written approval of the Contracting Officer, short-term employees may be paid per diem (in lieu of living quarters allowance) at rates prescribed by the Federal Travel Regulations, as from time to time amended, during the time such short-term employees spend at posts of duty in the Cooperating Country under this contract. In authorizing such per diem rates, the Contracting Officer shall consider the particular circumstances involved with respect to each such short-term employee including the extent to which meals and/or lodging may be made available without charge or at nominal cost by an agency of the United States Government or of the Cooperating Government, and similar factors.

(c) Temporary quarters subsistence allowance. Temporary quarters subsistence allowance is a quarters allowance granted to an employee for the reasonable cost of temporary quarters incurred by the employee and his family for a period not in excess of (i) 90 days after first arrival at a new post in a foreign area or a period ending with the occupation of residence (permanent) quarters, if earlier, and (ii) 30 days immediately preceding final departure from the post subsequent to the necessary vacating of residence quarters, unless an extension is authorized in writing by the Contracting Officer. The Contractor will be reimbursed for payments made to employees and authorized dependents for temporary quarters

subsistence allowance, in lieu of living quarters allowance, not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 120, as from time to time amended.

(d) Post allowance. Post allowance is a cost-of-living allowance granted to an employee officially stationed at a post where the cost of living, exclusive of quarters cost, is substantially higher than in Washington, DC. The Contractor will be reimbursed for payments made to employees for post allowance not to exceed those paid Government employees in the Cooperating Country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 220, as from time to time amended.

(e) Supplemental post allowance. Supplemental post allowance is a form of post allowance granted to an employee at his/her post when it is determined that assistance is necessary to defray extraordinary subsistence costs. The Contractor will be reimbursed for payments made to employees for supplemental post allowance not to exceed the amount set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 230, as from time to time amended.

(f) Educational allowance. Educational allowance is an allowance to assist an employee in meeting the extraordinary and necessary expenses, not otherwise compensated for, incurred by reason of his/her service in a foreign area in providing adequate elementary and secondary education for his/her children. The Contractor will be reimbursed for payments made to regular employees for educational allowances for their dependent children in amounts not to exceed those set forth in the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 270, as from time to time amended.

(g) Educational travel. Educational travel is travel to and from a school in the United States for secondary education (in lieu of an educational allowance) and for college education. The Contractor will be reimbursed for payments made to regular employees for educational travel for their dependent children provided such payment does not exceed that which would be payable in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 280, as from time to time amended. Educational travel shall not be authorized for regular employees whose assignment is less than two years.

(h) Separate maintenance allowance. Separate maintenance allowance is an allowance to assist an employee who is compelled, by reason of dangerous, notably unhealthful, or excessively adverse living conditions at his/her post of assignment in a foreign area, or for the convenience of the Government, to meet the additional expense of maintaining his/her dependents elsewhere than at such post. The Contractor will be reimbursed for payments made to regular employees for a separate maintenance allowance not to exceed that made to Aid employees in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 260, as from time to time amended.

(i) Payments during evacuation. The Standardized Regulations (Government Civilians, Foreign Areas) provide the authority for efficient, orderly, and equitable procedure for the payment of compensation, post differential and allowances in the event of an emergency evacuation of employees or their dependents, or both, from duty stations for military or other reasons or because of imminent danger to their lives. If evacuation has been authorized by the Contracting Officer, the Contractor will be reimbursed for payments made to employees and authorized dependents evacuated from their post of assignment in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 600, and the Federal Travel Regulations, as from time to time amended.

(j) Danger pay allowance.

(1) The contractor will be reimbursed for payments made to its employees for danger pay not to exceed that paid Government employees in the cooperating country, in accordance with the Standardized Regulations (Government Civilians, Foreign Areas), Chapter 650, as from time to time amended.

(2) Danger pay is an allowance that provides additional compensation above basic compensation to an employee in a foreign area where civil insurrection, civil war, terrorism or wartime conditions threaten physical harm or imminent danger to the health or well-being of the employee. The danger pay allowance is in lieu of that part of the post differential which is attributable to political violence. Consequently, the post differential may be reduced while danger pay is in effect to avoid dual crediting for political violence.

(End of clause)

NNS-H-1035 CONFERENCE MANAGEMENT (SEP 2015)

The Contractor agrees that:

(a) The contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.

(b) For the purposes of this clause, "conference" is defined in Attachment 2 to the Deputy Secretary's memorandum of August 17, 2015 entitled "Updated Guidance on Conference-Related Activities and Spending." A copy of the memorandum may be found at:
http://energy.gov/sites/prod/files/2015/08/f26/EXEC-2015-002952%20Memo%20signed%20by%20Dep%20Sec%20Sherwood-Randall%208-17-15_1.pdf.

(c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:

(1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:

(i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or

(ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).

(2) The contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).

(d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.

(1) The contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, including:

- (2) Conference title, description, and date
- (3) Location and venue
- (4) Description of any unusual expenses (e.g., promotional items)
- (5) Description of contracting procedures used (e.g., competition for space/support)
- (6) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees)
- (7) Number of attendees

(e) The contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the contracting officer.

(f) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the contracting officer.

(1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:

(i) covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or

(ii) purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.

(g) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.

(h) The contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.

(i) For non-contractor sponsored conferences, the contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:

(1) Track all conference expenses.

(2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.

(j) Contractors are not required to enter information on non-sponsored conferences in DOE'S Conference Management Tool.

(k) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so, its expenditures for the conference may be deemed unallowable.

(End of clause)

NNS-H-1042 PYRAMIDING OF FEE (AUG 2015)

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:

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

(b) 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-1045 ACCOUNTING SYSTEM REVIEW (AUG 2015)

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 satisfaction 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-1046 SPECIAL CLAUSE - INDIRECT PROVISIONAL CEILING RATES (AUG 2015)

Notwithstanding the requirements in contract clause FAR 52.216-7 (Allowable Cost and Payment) regarding reimbursement of actual costs, the Contractor herein agrees to limit initial provisional billing rates of the following indirect costs, pending the outcome of a Post-Award Accounting System Review. In the event the Post-Award Accounting System Review results in a determination that the Contractor's accounting system is inadequate for accumulating and reporting costs on Government cost type contracts, the rates listed below shall be converted to ceiling rates for purposes of final indirect cost settlement, and revised provisional billing rates will be established as determined necessary by the Contracting Officer. Indirect rates exceeding the rates below shall not be charged to this or any other government contract, unless the Post-Award Accounting System Review results in an "adequate" determination, and the Contracting Officer establishes provisional billing rates exceeding the rates below.

Period of Performance: TBD (to be completed by CO at time of award)

Insert Provisional Billing Rate Expense Pools, Allocation Bases and Applicable Percentages below:

TBD (to be completed by CO pending the outcome of a Post-Award Accounting System Review)

Example:

Direct Labor Overhead - XX.XX%
Allocation Base for Direct Labor Overhead Rate is Direct Labor dollars

G&A - X.XX%
Allocation Base for G&A Rate is Total Cost Input dollars

(End of clause)

NNS-H-1047 SPECIAL CLAUSE - POST-AWARD ACCOUNTING SYSTEM REVIEW AND OPTION EXERCISE (AUG 2015)

It is the Government's intention to accomplish a Post-Award Accounting System Review within three months of contract award. In the event the Post-Award Accounting System Review results in a determination that the contractor's accounting system is not adequate for accumulating and reporting costs on Government cost type contracts, any option extending the contract period of performance beyond one year will not be exercised, unless the Contracting Officer approves a cost risk mitigation plan (which may include, but is not limited to, decrementing provisional billing rates). In addition, the Contracting Officer may withhold payment up to 20% of each invoice submitted under this contract, until the contractor's accounting system is determined adequate for accumulating and reporting costs under Government cost type contracts.

(End of clause)

NNS-H-2001 ORDERING PROCEDURE (AUG 2015)

Performance under this contract shall be subject to the following ordering procedure:

(a) The Contractor shall incur costs under this contract only in the performance of task orders and revisions to task orders issued in accordance with this ordering procedure. No other costs are authorized without the express written consent of the Contracting Officer unless addressed elsewhere in the contract.

(c) Task orders will be issued on forms specified and provided by the Government. Task orders will be individually numbered. A revision to a task order will be identified by alpha numerical designation following the existing task order number indicating the revision sequence.

(d) The Contractor shall submit within ten calendar days after receipt of each Task Order a Contractor Task Plan on forms specified and provided by the Government. The Task Plan is the Contractor's overall estimate for the completion of the task order and shall include the following:

- (1) date of commencement of work, and any necessary revision to the schedule of performance;
- (2) Direct Productive Labor Hour, both straight and overtime, (if authorized), on a monthly basis by applicable labor category, and the total level of effort, including those in (4) below, estimated to complete the task;
- (3) the travel and material estimate;
- (4) an estimate for subcontractors and consultants; including the level of effort, if applicable;
- (5) estimated computer use time required, if applicable;
- (6) other pertinent information, indirect costs, consultants, interdivisional transfers, etc.;
- (7) the Firm Fixed Price or total estimated cost and fixed fee for completion of the task order.

(e) The Contractor's Task Plan is subject to the review of the Contracting Officer. After a task order is issued, if any revision becomes necessary to the estimated cost, or level of effort, the Contractor shall promptly submit to the Contracting Officer a revised Task Plan with explanatory notes. Revised Task Plans submitted by the Contractor are subject to the review and approval of the Contracting Officer.

(f) The Contractor is not authorized to perform task orders which are not in compliance with other clauses of the contract.

(g) Upon completion of each task order, the Contractor shall provide total expenditure of hours, dollars, etc., to close out each task order.

(End of clause)

NNS-H-2002 FAIR OPPORTUNITY TASK ORDER PLACEMENT (AUG 2015)

The Contractor shall not be paid for the costs of preparing task order proposals as a direct cost under this contract or any task order.

In accordance with the guidance provided in FAR 16.505(b)(1), Contractors will be provided fair opportunity to be considered for each task order placed under this Contract that exceeds \$3,000, using the following ordering procedures:

The Contracting Officer will evaluate each ID/IQ contract holder response to the Task Order Request for Proposal (TORP) based on the criteria outline in the TORP. Evaluation criteria may include, but are not limited to, the following;

- (1) the Contractor's conceptual/technical approach;
- (2) the Contractor's past performance on earlier orders;
- (3) the Contractor's capacity to perform (e.g. the potential impact on other orders placed with the Contractor); and
- (4) price/cost

Based on the evaluation of the responses to the TORP, the Contracting Officer will make an initial down selection of a Contractor for award.

If the Contracting Officer is unsuccessful in negotiating a reasonable cost or fair and reasonable price with the selected Contractor, the Contracting Officer may select another Contractor for award of the order. If the Contracting Officer is still unsuccessful in negotiating an order at a reasonable cost or fair and reasonable price, this process may continue with other multiple-award contractor(s), if applicable, until a reasonable cost or fair and reasonable price can be successfully negotiated and determined.

(b) The Contracting Officer will develop submission requirements tailored to each subsequent task order and use streamlined procedures, such as oral presentations, whenever practicable. At a minimum the Contracting Officer will consider price or cost under each order as one of the factors in the preliminary selection decision.

(c) TORPs for requirements that are complex or need continued development may be awarded based on a multiphased approach that may include the following additional procedures:

(d) In accordance with the Contract clause 52.216-18, "Ordering", following the preliminary selection decision and receipt of a task order signed by the Contracting Officer, the Contractor may be required to perform initial requirements of the task order and the Contracting Officer may hold one-on-one sessions with the selected Contractor to increase the Contractor's understanding of the requirements, discuss suggestions for refining the requirements, and discuss risk reduction measures. The selected Contractor may then be required to submit to the Contracting Officer an additional technical and cost or price proposal for the remainder of the work for which the Contracting Officer will negotiate a reasonable cost or fair and reasonable price. If the Contracting Officer is unsuccessful in negotiating a reasonable cost or fair and reasonable price with the down selected Contractor, the Contracting Officer may select another Contractor for award of the order and hold one-on-one sessions with the newly selected contractor. If the Contracting Officer is still unsuccessful in negotiating an order at a reasonable cost or fair and reasonable price, this process may continue with other multiple-award contractor(s), if applicable, until a reasonable cost or fair and reasonable price can be successfully negotiated. In providing a fair opportunity to be considered, the Contracting Officer is not required to:

(1) Contact all Contractors prior to the placement of each order if the Contracting Officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order;

(2) Comply with the formal competition requirements in FAR Part 6 or the policies in FAR Subpart 15.3; or

(3) Formally evaluate or score task order proposals.

(e) Statutory exceptions to the fair opportunity process may be made by the Contracting Officer as provided for under FAR 16.505(b)(2).

(f) A Task order Ombudsman has been established to review and make determinations regarding any Contractors' complaints pertaining to the application of the fair opportunity selection process defined herein.

(g) The Contractor is cautioned that no work is to be started prior to receipt of a properly signed and issued order. Orders may be issued under this Contract by facsimile or electronic commerce methods. In accordance with the Contract clause entitled "Ordering" (FAR 52.216.18), the Contractor shall commence performance upon the receipt of a task order signed by the Contracting Officer.

(h) Types of Task orders. Firm Fixed Priced (FFP) and Cost Plus Fixed Fee (CPFF) orders will be placed under this IDIQ contract. It is anticipated that the completion form of a CPFF contract will be issued in TOs under this contract; however, CPFF term form orders may also be issued. Each task order will set forth the type of contract including a hybrid deemed appropriate for the requirement as determined by the Contracting Officer.

(i) Unpriced Task orders. When the Contracting Officer determines that insufficient time or information exists for the parties to reach agreement on cost or price, the Contracting Officer may unilaterally issue unpriced orders. The Contracting Officer will include a not-to-exceed amount (monetary limitation) and performance or delivery schedule in the unpriced order. The Contractor shall commence work upon receipt of an unpriced order issued hereunder. If at any time the Contractor has reason to believe that the not-to-exceed amount established by the Contracting Officer is insufficient, the Contractor shall so notify the Contracting Officer in writing and propose an appropriate increase. Within ten (10) business days of such notice, the Contracting Officer will either (i) increase the not-to-exceed amount for the unpriced order by the issuance of a modification to the order, or (ii) instruct the Contractor how and to what extent the work shall continue; provided, however, that in no event shall the Contractor proceed with work beyond the not-to-exceed amount in the task order. A schedule for definitizing the order will be set forth in the unpriced task order. Failure to reach agreement on an estimated cost and fixed fee shall be considered a dispute subject to the "Disputes" clause of this contract.

(j) Content. Each task order will include the following:

- (1) Effective date of order;
- (2) Contract and task order number;
- (3) Type of order (i.e., completion or term);
- (4) Total estimated cost and fixed fee or firm fixed price of the task order;
- (5) Not-to-exceed amount (unpriced orders);
- (6) Scope, including reference to applicable specifications, relevant NSDD Program documents, or other documents;
- (7) Delivery or performance date;
- (8) Place of delivery or performance;
- (10) Authorized travel (as applicable);
- (11) Deliverables.
- (12) Accounting and appropriation data;

(13) The subcontracts that require Contracting Officer consent pursuant to Paragraph (e) of the contract Clause entitled "Subcontracts" (FAR 52.244-2);

(14) Funding obligated pursuant to the Limitation of Funds clause, and

(15) Other information as appropriate (e.g., Government Furnished Property, special site requirements, etc.).

Deliverables may consist of statements, charts, reports, briefing notes, tabulations, viewgraphs, and other forms of presentation. If appropriate, property that is Government-furnished or Contractor-acquired will also be listed in the property schedule of the contract as well as in the individual task orders.

(k) Closeout. Task orders will be closed out on an individual basis, upon agreement of final indirect rates for the period of performance of the applicable CPFF order.

(End of clause)

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-1	DEFINITIONS (DEVIATION) (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
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)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 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)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (NOV 2014)
52.204-19	INCORPORATION BY REFERENCE OR REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)
52.210-1	MARKET RESEARCH (APR 2011)
52.211-5	MATERIAL REQUIREMENTS (AUG 2000)
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) (a) Number of calendar days is 'to be determined at time of award' (c) Number of days or calendar date is 'to be determined at time of award' <i>Applies to Firm-Fixed-Price CLIN(s) only.</i>
52.215-2	AUDIT AND RECORDS -- NEGOTIATION (OCT 2010)
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA -- MODIFICATIONS (AUG 2011)
52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 2010)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- 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)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013) - ALTERNATE I (FEB 1997)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.216-8 FIXED FEE (JUN 2011)
- 52.216-9 FIXED FEE -- CONSTRUCTION (JUN 2011)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.217-7 OPTION FOR INCREASED QUANTITY -- SEPARATELY PRICED LINE ITEM (MAR 1989)
Period of time is '30 days'
(As applicable; applies to Firm-Fixed-Price Task orders and CLINS(s) only.)
- 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
Period of time. '30'
- 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014)
- 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)
- 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'
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.222-3 CONVICT LABOR (JUN 2003)
- 52.222-19 CHILD LABOR -- COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
- 52.222-26 EQUAL OPPORTUNITY (APR 2015)
- 52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (APR 2015)
- 52.222-29 NOTIFICATION OF VISA DENIAL (APR 2015)
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (OCT 2015)
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
- 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)
- 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- 52.227-4 PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (DEC 2007)
- 52.227-14 RIGHTS IN DATA -- GENERAL (MAY 2014)
- 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
- 52.229-4 FEDERAL, STATE, AND LOCAL TAXES (STATE AND LOCAL ADJUSTMENTS) (FEB 2013)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.229-6 TAXES -- FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.229-8 TAXES -- FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

- 52.232-20 LIMITATION OF COST (APR 1984)
52.232-22 LIMITATION OF FUNDS (APR 1984)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)
52.232-25 PROMPT PAYMENT (JUL 2013)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.232-25 PROMPT PAYMENT (JUL 2013) - ALTERNATE I (FEB 2002)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)
- 52.233-1 DISPUTES (MAY 2014) - ALTERNATE I (DEC 1991)
52.233-3 PROTEST AFTER AWARD (AUG 1996)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.233-3 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)
52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-18 WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS (APR 1984)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.236-19 ORGANIZATION AND DIRECTION OF THE WORK (APR 1984)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- OCT 1997)
- 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)
52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.242-13 BANKRUPTCY (JUL 1995)
52.242-14 SUSPENSION OF WORK (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.243-1 CHANGES -- FIXED-PRICE (AUG 1987)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.243-1 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.243-2 CHANGES -- COST-REIMBURSEMENT (AUG 1987)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.243-2 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.243-2 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE III (APR 1984)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)
52.243-7 NOTIFICATION OF CHANGES (APR 1984)
Para (b), Number of calendar days is (insert 30 for RDSS/C) '30'
Para (d), Number of calendar days is (insert 30 for RDSS/C) '30'
- 52.244-2 SUBCONTRACTS (OCT 2010)
Para (d), approval required on subcontracts to: '(TBD at task order level)'
Para (j), Insert subcontracts evaluated during negotiations. '(to be completed by CO prior to award)'
Applies to Firm-Fixed-Price CLIN(s) only.

- 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 at task order level)'
Para (j), the following subcontracts which were evaluated during negotiations: '(to be completed by CO prior to award)'
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012)
- 52.245-9 USE AND CHARGES (APR 2012)
- 52.246-23 LIMITATION OF LIABILITY (FEB 1997)
- 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)
- 52.248-3 VALUE ENGINEERING -- CONSTRUCTION (OCT 2010)
Para (i), Contract number '(to be added by CO prior to award)'
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
Applies to Firm-Fixed-Price CLIN(s) only.
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) - ALTERNATE I (SEP 1996)
Applies to Firm-Fixed-Price CLIN(s) only. 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE I (SEP 1996)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 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)
- 952.204-75 PUBLIC AFFAIRS (DEC 2000)
- 952.208-70 PRINTING (APR 1984)
- 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)
- 952.231-71 INSURANCE -- LITIGATION AND CLAIMS (JUL 2013)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 952.245-5 GOVERNMENT PROPERTY (COST REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR-HOUR CONTRACTS.)
- 952.247-70 FOREIGN TRAVEL (AUG 2009)
- 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (AUG 2009)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.

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

52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition of paragraph (a) does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

(End of clause)

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from ____ TBD at Award ____ through __ TBD at Award _____ [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of N/A;

(2) Any order for a combination of items in excess of N/A; or

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five (5) years after the expiration date of this contract.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30; 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 seven years and six months.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)

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

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

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

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

(End of Clause)

52.222-36 – EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

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

(End of Clause)

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)

52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents in accordance with the requirements of the task order.

(End of clause)

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows: To be completed after contract award.

(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

952.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

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

[74 FR 36369, July 22, 2009; 76 FR 7694, Feb. 11, 2011]

(End of clause)

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

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)

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	8	March 2015	STATEMENT OF WORK
ATTACHMENT 2	26	March 2015	REPORTING REQUIREMENTS CHECKLIST

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

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

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

52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS - REPRESENTATION (FEB 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 237990.

(2) The small business size standard is \$36.5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, 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 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—

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

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

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

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

(iii) 52.204-3, 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.

(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 Certificate. This provision applies to solicitations containing the clause at 52.225-1.

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

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 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 solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

52.204-17, Ownership or Control of Offeror

52.227-6, Royalty Information - Alternate I

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> or <https://www.sam.gov/portal/SAM/#1>. 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> or <https://www.sam.gov/portal/SAM/#1> (see 52.204-7).

(End of provision)

B. DOE AND NNSA SOLICITATION PROVISIONS IN FULL TEXT

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

(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-1003 CERTIFICATION REGARDING A FELONY CONVICTION UNDER ANY FEDERAL LAW OR AN UNPAID FEDERAL TAX LIABILITY (FOR FY 2014 AND SUBSEQUENT YEARS) (MAY 2014) (TAILORED)

(a) In accordance with sections 502 and 503 of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar prohibitions in subsequent appropriations acts, none of the funds made available by the acts may be used to enter into a contract with any corporation that -

(1) Was 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, and made a determination that this further action is not necessary to protect the interests of the Government; or

(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 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 (AUG 2015)

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

52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
52.215-1	INSTRUCTIONS TO OFFERORS -- COMPETITIVE ACQUISITION (JAN 2004)
52.215-16	FACILITIES CAPITAL COST OF MONEY (JUN 2003)
52.215-20	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010) - ALTERNATE I (OCT 2010)
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009) <i>Applies to Cost-Plus-Fixed-Fee CLIN(s) only.</i>
52.216-27	SINGLE OR MULTIPLE AWARDS (OCT 1995)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)
52.247-6	FINANCIAL STATEMENT (APR 1984)

B. OTHER SOLICITATION PROVISIONS

952.233-4	NOTICE OF PROTEST FILE AVAILABILITY (AUG 2009)
952.233-5	AGENCY PROTEST REVIEW (SEP 1996)

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

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (NOV 2014)

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

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking

management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: _____

Immediate owner legal name: _____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity?:

Yes or No.

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____

Highest-level owner legal name: _____

(Do not use a "doing business as" name)

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an ID/IQ hybrid contract with Cost Plus Fixed-Fee/Firm-Fixed Price Hybrid contract line item 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 D. Vasquez, United States Department of Energy, NNSA, Non-M&O Contracting Operations 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 mailbox DICCE@nnsa.doe.gov, no later than 15 days before the established due date 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 two (2) awards 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)

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-1007 PRE-BID/PRE-PROPOSAL CONFERENCE - NONE (NOV 2009)

No pre-bid/pre-proposal conference for this solicitation is planned.

(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)

(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-1015 NOTICE OF INTENT -- USE OF NON-FEDERAL EVALUATORS AND ADVISORS (NOV 2009) (TAILORED)

(a) The Government intends to utilize non-federal advisors for evaluating proposals received in response to this solicitation. Such evaluators and/or advisors shall be required to sign Nondisclosure Agreements in accordance with DEAR 915.207-7-(f)(6).

(b) Under the statutes governing Procurement Integrity, non-federal advisors may not disclose any information learned by participating in this acquisition. Any company that employs such an individual, after his or her service as an advisor, cannot lawfully seek procurement-sensitive information, any attempt to do so constitutes a violation of the Procurement Integrity Act, 41 U.S.C. § 423.

(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)

NNS-L-2000 INSTRUCTIONS FOR PROPOSAL PREPARATION - GENERAL (TAILORED) (JUL 2015)

(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 Statement of Work 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 Offeror's 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.

(7) Reading Room. An electronic "Reading Room" containing technical documents applicable to this solicitation is located at NNSA's acquisition website found at <http://nnsa.energy.gov/aboutus/ouoperations/apm/majcontrsolicitation/DICCE2>.

(8) Official Use Only (OUO) Document. The Government considers the Vietnam Design Requirements Document, Attachment L-7b an OUO Document and it cannot be made available to the public via any public webpages (e.g. FebBizOpps, FedConnect, DICCE2 acquisition webpage, Reading Room). The Vietnam Design Requirements Document (DRD) may assist Offerors in the preparation of their proposal. If an Offeror would like to request a copy of the Vietnam DRD OUO document, please complete the request form, found on the acquisition webpage listed above under section (7) Reading Room, and submit it to the Contracting Officer via DICCE@nnsa.doe.gov for processing by close of

business February 29, 2016. The Vietnam DRD will only be mailed to the organization submitting the request.

Due to the potential international relations sensitivities of this procurement, the Offeror is instructed NOT to contact any stakeholders in the country of Vietnam prior to award of this requirement.

(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 2013 or lower and Excel 2013 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 segregated by volume 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 III, unless otherwise specified.

Page limitations if any, for each volume are specified below. The proposal shall be submitted as follows:

VOLUME #	TITLE	# OF PAPER/ELECTRONIC COPIES	PAGE LIMIT
Volume I	Offer and Other Documents	1 Signed Original + 2 Copies+3 CDs	No page limit
Volume II	Technical & Management	1 Original + 6 Copies+7 CDs	65 Pages Total
	Tab 1 - Criteria 1 - Relevant Corporate Experience		
	Introduction		1
	Relavant Corporate Experience Forms (3 pages each experience) See Attachment L-2(a)		9
	Relevant Corporate Experience Indicator Summary Matrix See Attachment L-2(b)		1
	Total pages		11 pages
	Tab 2 - Criterion 2 - Organizational Structure and Key Personnel		
	Organizational Chart 1		
	Organizational Structure Description narrative		5
	Key Personnel Resumes (3 pages each Resume) See Attachment L-3(a)		9
	Letters of Commitment (1 page each Key Personnel) See Attachment L-3(b)		3
	Total pages		18 pages
	Tab 3 - Criterion 3- Central Alarm Station (CAS) Communications System Management		
	Teaming/subcontractor arrangement		1
	Offeror's configuration management approach		3
	Total pages		4 pages

Tab 4 - Criterion 4 - Technical Approach to Vietnam Task Order 31 pages

Tab 5 - Criterion 5 - Past Performance See Attachment L-4 1 page

Volume III Cost Proposal 1 Original + 6 Copies+7 CDs **No page limit**
See Attachment L-6

(3) Each volume designated above, must also be submitted individually in FedConnect found at <https://www.fedconnect.net/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 block 16 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. If an 11 x 17 page is used for spreadsheet, charts, tables, diagrams or design drawings this shall be counted as 2 pages. 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 for the proposal shall be 12 point (or larger), with the exception of spreadsheets, charts, tables, diagrams or drawings, graphs, and illustrations throughout the proposal, shall be 8 point (or larger). The proposal shall be 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 65 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 65 page limitation, including attachments, appendices and annexes, except for the following: Table of Contents, Title Pages, Glossary, and Attachment L-7c.

(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 7). 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 (AUG 2015)

(a) General. Volume I, Offer and Other Documents, shall contain a Proposal Cover Sheet and Tabs 1 through 4 as identified below, and should not be page numbered as an all-inclusive volume. Organize it as detailed below.

(b) Content.

(1) 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:

(i) Solicitation number;

(ii) Name, address, telephone and facsimile numbers of the Offeror (and electronic address if available);

(iii) DUNS, CAGE, and tax identification numbers (TINs) of the Offeror;

(iv) 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;

(v) Name, title, and signature of person authorized to sign the proposal; and

(vi) Acknowledge that your company's data at the System for Award Management (SAM) website is current.

(2) TAB - 1: Standard Form (SF) 33, Solicitation, Offer, and Award. The SF 33 shall be fully executed by an authorized representative of the Offeror. The SF 33 should be secured within a document protector and not "hole-punched."

By signing and submitting the SF 33, the Offeror commits to accept the 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.

(3) TAB - 2: Tab 2 shall contain Part IV Section K requirements:

(i) Representations, Certifications, Exhibits and Other Statements of Offerors (see Part IV -- Section K of the Solicitation): The Offeror shall submit fully completed Section K, Representations, Certifications, Exhibits and Other Statements of Offerors and provide a copy of the

information submitted in the online System for Award Management (SAM), 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, Exhibits, and Other Statements of Offerors.

(4) TAB - 3: Tab 4 shall contain the following additional information:

(i) Attachment L-1, Entity Certificate (if applicable). In addition, if the Offeror is a joint venture mentor protégé provide a copy of the agreement.

(ii) Compliance with Veterans' Employment Reporting Requirements. The Offeror shall provide evidence supporting that the Offeror is in compliance with Clause 52.222-38 -- Compliance with Veterans' Employment Reporting Requirements, see website <http://www.dol.gov/vets/vets4212.htm>.

(iii) Organizational Conflict of Interest (OCI) Management Plan (if applicable). The Offeror shall submit an OCI Management Plan in accordance with Section H Clause DOE-H-2035 Organizational Conflict of Interest Management Plan.

(iv) Key Personnel: The Offeror shall provide the "fill-in" information required in Section H Clause NNS-H-2070 Key Personnel.

(End of provision)

NNS-L-2002 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME II--TECHNICAL AND MANAGEMENT INFORMATION (JUL 2015)

(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, "Basis of Award." This volume shall address five evaluation criteria at TABS 1-5 below. 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 the proposal.

(b) Content.

The Offeror shall provide the following information for the Technical and Management Information Volume II of the proposal.

(1) TAB 1 - Criterion 1: Relevant Corporate Experience.

(i) The offeror shall submit completed Relevant Corporate Experience Form(s), Attachment L-2a. Instructions for completing the Relevant Corporate Experience Forms are in Attachment L-2a. Primarily using the Relevant Corporate Experience of the Offeror (the term "Offeror" includes the entire Contractor Team Arrangement), and any other information it deems appropriate, the Offeror shall also submit a one (1) page introduction describing how the experience provided at Attachment L-2a is relevant to the indicators to accomplish the aspects of the DICCE2 Statement of Work (SOW); indicators and relevancy to the indicators are defined at Attachment L-2a. At a minimum the Offeror shall include experience of the team member(s) providing the critical DICCE2 SOW elements of design, construction oversight, project management, communications software, and logistics. Offerors who submit relevant experience for a subsidiary, sister, parent or predecessor company, or branch office of the team member company shall fully explain how they would participate in this contract. The experience cited must be ongoing or have ended within the last six (6) years of the RFP release date and must have been in place for at least nine (9) months. Any experience submitted that occurred more than six (6) years prior to the date of RFP release will not be considered. Multiple projects can demonstrate experience and capability for multiple indicators or a single project can demonstrate multiple indicators. Do not submit a group of related jobs as one project unless all the work was done under the same contract. The Offeror shall provide no more than three (3) relevant experiences with no more than three

(3) pages for each experience. Should submissions exceed three (3) pages per experience, only the first three (3) pages will be considered.

(ii) The Offeror shall submit a complete Indicator Summary Matrix at Attachment L-2b, a one (1) 8 ½ x 11 page that identifies which submitted team member experience demonstrates which indicator.

(2) TAB 2 - Criterion 2: Organizational Structure and Key Personnel

(i) Organizational Structure: Offeror shall provide a detailed Organizational Chart identifying Key Personnel (Implementation and Sustainability Manager, Contracts Manager, Program Manager, as identified at Provision DOE-H-2070), key functions, accountability, and the lines of authority. Offeror shall describe the roles and responsibilities of each team member and major subcontractor, the approach to effective communication within the contractor team, between the contractor team and subcontractors, and between the contractor team members and the Government in an Organizational Structure Description Narrative. At a minimum, the Organizational Chart and Structure Description Narrative shall include the team members of any joint venture or other Small Business Administration (SBA) teaming arrangement and the team members or subcontractors providing, Design and Engineering, Construction Oversight, Communications Software, and Program and Project Management.

(ii) Key Personnel:

(A) Resumes: The Offeror shall provide written resumes for the Key Personnel identified in NNS-H-2070 of Section H of the RFP. The proposed resumes shall address the elements described in Attachment L-3a entitled "Key Personnel Resume Elements." If an Offeror proposes key personnel in addition to the positions identified in clause NNS-H-2070 they will not be evaluated. Only a single person in each role will be considered. Exhibits submitted for additional personnel will be removed and not be considered. Proposed Key Personnel must be United States citizens.

(B) Key Personnel Letters of Commitment: The Offeror shall provide a one page signed letter of commitment for each proposed Key Personnel identified in NNS-H-2070 of Section H of the RFP (see sample at Attachment L-3b). The signed letter of commitment is an acceptance of employment with the Offeror by the Key Personnel to remain committed to this contract for at least 3 years at an agreed upon salary and benefit package.

(3) Tab 3 - Criterion 3: Central Alarm Station (CAS) Communications System Management.

(i) The Offeror shall provide its teaming/subcontractor arrangement with a single SLD (NSDD) **CONUS Core Testing approved** CAS Communications System vendor, which shall include the following:

- (A) Specific communications software to be deployed for CAS system;
- (B) Teaming/Subcontractor Arrangement with the CAS Communications System Management Vendor that demonstrates commitment;
- (C) Name and POC of communications software vendor; and the
- (D) Date at which the software **passed SLD (NSDD) CONUS Core Testing**

(ii) The Offeror shall provide the Offeror's CAS Communications System Configuration Management approach for oversight of the communications system to ensure that only approved changes to the software are implemented and that those changes are thoroughly evaluated, tested, and documented prior to deployment.

(4) TAB 4 - Criterion 4: - Technical Approach to Vietnam Task Order.

(i) The Offeror shall provide a Technical Approach for the Vietnam Task Order, to include a Project Plan that addresses how the work will be organized to accomplish the Statement of Work (SOW), Attachment L-7a, and the Design Requirements Document, Attachment L-7b. Simply repeating the SOW requirements or merely offering to perform the work may result in a lower evaluation or the Offer being determined technically unacceptable.

(A) The Offeror shall provide a detailed Project Plan, to include an organizational structure, lines of communication, personnel identified by labor category, methods for performing the work, and level of effort. At a minimum, the Project Plan shall include the following activities:

1. Detailed engineering survey;
2. Conceptual and final design and design reviews;
3. Construction and Integration;
4. Central Alarm Station (CAS) system testing, installation, integration and troubleshooting;
5. Logistics including transportation, translation, interpretation, shipping, storage and other logistical services necessary for accomplishment of the SOW;
6. In-country contracting including identification, management and closeout of subcontracts;
7. Communications with stakeholders including Federal, laboratory, and host country personnel;
8. Oversight;
9. Quality Control;
10. Safety management;
11. Risk management;
12. Change management;
13. Cost and schedule management and reporting;
14. Identification of which managers and oversight personnel, if any, are proposed to remain on-site and which personnel will manage remotely.
15. Description of how the design, construction and integration process will be managed between in-country and home-office personnel, including the authorities and delegations of authority that will allow the in-country processes to continue if/when critical managers are not on site;
16. If specific subcontractors, including in-country resources, have been identified, they shall be included in the Offeror's technical approach.
17. An organization chart that graphically depicts the Offeror's plan for Vietnam, including home office and stakeholder reporting, project management, key construction personnel, key subcontractors, logistics, and any other personnel providing critical management to the project.

(B) The Work Breakdown Structure (WBS), staffing plan format, and travel schedule shall be submitted in the format defined in Attachment L-7c Mobilization Plan. The Mobilization Plan Attachment L-7c is **not included** in the Volume II. Tab 4, page count.

(5) TAB - 5: Criterion 5: Past Performance. In the proposal submission, the Offeror shall submit a one (1) page list identifying the contracts and the names, titles, and phone numbers of the respective points of contact to whom the Past Performance Questionnaires were provided.

(i) The Offeror shall provide the Past Performance Questionnaire, Attachment L-4, to a Project Owner Point of Contact (POC) for a maximum of five projects. At a minimum, the Offeror shall provide a completed "copy" of the Past Performance Questionnaires to each of the Project Owner POCs identified in Blocks 12a and 12b of the Relevant Corporate Experience Form, Attachment L-2a, with a request to return the completed Past Performance Questionnaires via e-mail to the Contracting Officer, Maria D. Vasquez at DICCE@nnsa.doe.gov no later than 10 business days prior to the RFP due date. 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 Contracting Officer. 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. 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. The Government will consider the past performance of predecessor companies or affiliated if the contractor can demonstrate that the assets or resources of the predecessor or affiliated company will be brought to bear in performance under this contract

Note that Government evaluators may utilize any and all sources of Past Performance Information including, but not limited to, federal, state, and local past performance databases as well as the Past Performance Information Retrieval System (PPIRS). Government evaluators reserve the right to contact any of the provided references to solicit additional information or clarification regarding the Offeror's past performance. The Contracting Officer and/or technical evaluators may research Offeror's performance on any federal, state, local, and commercial contract performed by the Offeror that is known to the Contracting Officer, but not included as a reference on a submitted quotation. Additionally, personal experience and evaluator knowledge of particular past performance may be utilized by the technical evaluation Team Members.

(End of provision)

NNS-L-2003 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME III--COST PROPOSAL (JUL 2015)

(a) Overview and General Requirements

The Contracting Officer has determined that cost or pricing data may not be required for this competitive ID/IQ hybrid solicitation with FFP and CPFF CLINS. 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 cost 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 Excel format, version 2013 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, Cost Element Summary. Offerors are responsible for the accuracy of all formulas, links, and all other relationships within the submitted Microsoft 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 or compatible formats.

(4) Cost/Price Reasonableness and Realism: Unrealistically low or high proposed costs or prices, initially or subsequently, may be grounds for eliminating a proposal from further consideration and evaluation 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.

(5) Teaming Arrangements: The Offeror shall provide a copy of these cost proposal 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 subcontractor.

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 Cost Element Summary, Attachment L-6, Table 2. Proprietary team cost information may be submitted directly to the Contracting Officer/Contract Specialist.

(6) 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.

(7) 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:

(i) Company name, division, address, telephone number, and e-mail address.

(ii) 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.

(iii) The Government solicitation number, DE-SOL-0008449, the Offeror Cost/Price proposal number and the expiration date.

(iv) A brief description of the services being provided and the places of performance.

(v) Proposed total estimated costs, Government baseline amounts, total proposed fee, and total proposed price for the basic period and option periods.

(vi) Name, title and signature of person authorized to commit the firm.

(vii) Name, address, and phone number of the cognizant Government audit office and contract administrative office for the Offeror and any proposed subcontractors or interorganizational transfers.

(viii) 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.

(ix) 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.

(x) A statement identifying whether the Offeror's organization is subject to the Cost Accounting Standards 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 Cost Accounting Standards 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 Cost Accounting Standards and, if so, provide an explanation.

(2) Contract Period of Performance: The base period shall be for 36 months from effective date of contract. Two option periods, if exercised, will extend the term of the contract an additional 48 months for a total of 84 months from the effective date of the contract as follows:

(i) Base Period: 36 months from effective date of contract.

(ii) Option Periods:

Option One: The ordering period for Option One is 24 months from the date of exercise of Option 1.

Option Two: The ordering period for Option Two is 24 months from the date of exercise of Option 2.

(3) Cost Proposal Summary: The Offeror shall complete and provide time-phased cost summaries, see Cost Element Summary, Attachment L-6 Table 1, by major cost element and 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 Statement of Work (SOW), Section J, Attachment 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 Plan summary, Cost Proposal, and Cost Element Summary. Offerors shall provide summary level cost information as specified in Attachment L-6. DO NOT convert Attachment L-6 to PDF.

(4) Direct Labor Hours and Rates: The cost proposal shall be consistent with the Staffing Plan Summary 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.

(i) 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.

(ii) For any proposed hours against which uncompensated overtime is applied, the Offeror shall comply with the requirements of FAR 52.237-10 (Identification of Uncompensated Overtime).

(iii) If labor rates are based on a Government approved Forward Pricing Rate Agreement (FPRA), billing, or bidding rates, provide a copy of the agreement showing the approved rates, effective dates, and explain any deviations from the approved direct labor rates.

(iv) If labor rates are based on specific individual labor rates, provide the employee's name, job title and certified current hourly rate as of the date of proposal preparation.

(v) For new hires, explain the rationale for your salary determination, including the use of any compensation or salary surveys.

(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) 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 section (b) above. If proposed subcontractors have rates which they consider to be proprietary data, then separate detailed proposals can be sent directly to the Contracting Officer/Contract Specialist as discussed in provision NNS-L-2006. The proposed subcontractor can also provide this information through the Offeror's proposal. All required data shall be received by the proposal due date and time.

(7) Materials/Equipment: Provide a summary listing of all equipment/materials, by CFY. Describe the basis of estimate and provide supporting documentation for the proposed costs such as verbal quotes, written quotes, internet sites, buy history, engineering estimate, etc. If escalation is applied to the proposed costs, include the basis for any escalation factors and identify the yearly escalation rates which are included in your cost proposal. If applicable, identify any decrement factors based on relevant historical data. Complete for the Prime Contractor, Interdivisional Transfers, Subcontractors and Consultants. (See Attachment L-6 Worksheets Table 3 Material and Table 4 Equipment for format).

(8) Travel/Other Direct Costs (ODC's): For each CFY, include a schedule of any ODC not covered elsewhere and identify the basis of estimate for each ODC along with supporting cost information. Provide a schedule showing proposed travel costs by travel cost element by CFY. Show

destinations, duration of travel, number of travelers, number of trips, air fare (each trip), per diem, car rental, and miscellaneous expenses. Include the reasons for travel and basis of estimate for the travel rates and factors. If escalation is applied to the proposed travel cost factors, include the basis for any escalation factors and identify the yearly escalation rates which are included in your Cost Proposal. Complete for the Prime Contractor, Interdivisional Transfers, Subcontractors and Consultants. (See Attachment L-6 Worksheets Table 5 Travel and Table 6 ODC's for format).

(9) Local Construction Subcontractor (LCS): This is required for the LCS data only. (See Attachment L-6 Worksheet Table 7 Construction for format).

(10) Staffing Plan Summary: Provide a labor hour staffing plan showing proposed labor hours by labor category or by named individual by CFY and Work Breakdown Structure (WBS) element. Provide the basis of estimate and explain how the total quantity and mix of labor was estimated. Provide supporting narrative in Microsoft Word or compatible formats. (See Attachment L-6 Worksheet Table 8 Staffing Plan Summary for format).

(11) Monthly Spend Plan: Prime Contractors shall provide a Monthly Spend Plan by WBS. (See Attachment L-6 Worksheet Table 9, Monthly Spend Plan, for format.)

(12) Cost of Money: Cost of Money is an allowable cost if proposed in accordance with FAR 31.205-10. Identify each proposed Cost of Money factor by CFY and show how the proposed amounts are calculated. Provide a statement if you elect not to propose Cost of Money.

(13) Fee: The government contemplates issuing a Cost Plus Fixed Fee (CPFF) arrangement. Show fee as a separate cost element in the cost summary schedule by CFY. The Offeror shall identify the base to which fee is applied. Offerors are encouraged to provide rationale for their proposed fee. Reference FAR 15.404-4(c)(4)(i) for statutory limitations.

The Offeror's proposed Vietnam Task Order fixed-fee rate, expressed as a percentage of total costs (excluding facilities capital cost of money), will be incorporated into contract clause DOE-B-2001 and will represent the ceiling rate of fee allowable on task orders awarded under this contract. Although not required, the Offeror is encouraged to explain the rationale for the proposed fee.

(14) Other Financial System Information: The information in (i) and (ii) below is required for the Offeror and all participants. If the Offeror is a teaming arrangement include subcontractors.

(i) Accounting and Estimating Systems: The Offeror shall state whether its accounting and estimating systems have been reviewed and determined adequate by a Government agency. Evidence of adequacy shall be provided by identifying the agency, agency official, scope of review, and date of the adequacy determination. If the Offeror's accounting system has not been reviewed, Offerors shall complete Attachment L-5 Preaward Survey of Prospective Contractor Accounting System Checklist (checklist can also found at http://www.dcaa.mil/checklist_and_tools.html).

(A). 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.).

(B). Accounting System Adequacy: 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.

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.

The acceptability of an accounting system is determined based upon a review performed by the Defense Contract Audit Agency (DCAA) or an independent auditor at the government's discretion. In preparation for possible selection for contract award the government will formally request an accounting system review. Additional information may be found at www.dcaa.mil under Guidance/Audit Process Overview/Information for Contractors.

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.

(ii) 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:

- (A) The date of the current disclosure statement;
- (B) A statement as to whether the disclosure statement has been determined adequate;
- (C) The name of the cognizant Government audit agency and point of contact for agency responsible for CAS audit;
- (D) A statement as to whether the proposal is priced in accordance with the Offeror's disclosed practices; and
- (E) 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.

(15) Company Compensation Policies: Offerors shall provide a total compensation plan consistent with these instructions. The Offeror shall describe its compensation policies relating to the following areas:

- (i) Salary, wages and fringe benefits.
- (ii) Merit, cost of living, and other general salary adjustments.
- (iii) Compensated absences, insurance, health, retirement, and other contributions.
- (iv) Recruitment, bonuses, severance, relocation, and other employee benefits programs.
- (v) Uncompensated Overtime.

Supporting information shall include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(16) 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:

(i) 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.

(ii) Balance sheet and income statements for all quarters reported in the current fiscal year and projected data for the balance of the year.

(iii) The information in (i) and (ii) 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.

(iv) 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.

(End of provision)

NNS-L-2004 INTENT TO AWARD WITHOUT DISCUSSIONS (JUL 2015)

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 provision)

NNS-L-2005 LIST OF SECTION L ATTACHMENTS (JUL 2015)

Attachment L-1 Entity Certificates Corporate, Partnership, Joint Venture
Attachment L-2a Relevant Corporate Experience Form
Attachment L-2b Relevant Experience Summary
Attachment L-3a Key Personnel Resumes
Attachment L-3b Letters of Commitment
Attachment L-4 Past Performance Questionnaire
Attachment L-5 Preaward Survey of Prospective Contractor Accounting System Checklist
Attachment L-6 Cost Element Summary
Attachment L-7a Vietnam SOW
Attachment L-7b Vietnam DRD (Official Use Only document, see Section NNS-L-2000 for instructions to Obtain)

Attachment L-7c Vietnam Mobilization Plan

(End of provision)

**NNS-L-2006 PROPOSAL SUBMISSION ADDRESS, DUE DATES, AND HAND CARRIED OFFERS
(JUL 2015)**

(a) Proposals shall be submitted via the FedConnect website NO LATER THAN 4:00 pm MST on March 14, 2016. 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 block 16 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 MST on March 16, 2016.

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-0008449."

Standard Mailing Address:
DOE/National Nuclear Security Administration
Albuquerque Complex/Non-M&O Contracting Operations Division
Attn: Maria D. Vasquez
P.O. Box 5400
Albuquerque, NM 87185

Overnight Mailing and Hand Carried Address:

DOE/National Nuclear Security Administration
Albuquerque Complex/Non-M&O Contracting Operations Division
Attn: Maria D. Vasquez
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 Non-M&O Contracting Operations Division Office a submission date and time must be coordinated one week in advance through the acquisition mailbox at DICCE@nnsa.doe.gov.

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 DICCE@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 website at <http://nnsa.energy.gov/aboutus/ouoperations/apm/majcontrsolicitation/DICCE2>. 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 (JUL 2015)

(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 D. Vasquez, Contracting Officer (CO), 505-845-4880, maria.vasquez@nnsa.doe.gov, and Jon Holmberg, Contract Specialist (CS), 505-845-6347, jon.holmberg@nnsa.doe.gov with the following address: NNSA Non-M&O Contracting Operations 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/majcontrsolicitation/DICCE2>.

(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-2013 ELECTRONIC MEDIA - SOLICITATION AND AMENDMENT DISTRIBUTION (JUL 2015)

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 DOE-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 (JUL 2015)

(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

52.217-3 EVALUATION EXCLUSIVE OF OPTIONS (APR 1984)

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 an Integrated Project Team(IPT) 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 IPT. The Offeror must furnish adequate and specific information in its response. Simply repeating the Statement of Work (SOW) 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 or the Offeror does not meet any Pass/Fail criteria. 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) For any actual or potential Organizational Conflict of Interest (OCI), the Offeror shall submit a plan of actions/activities to avoid, neutralize, or mitigate such conflict (see Section DOE-H-2035 Organizational Conflict of Interest Management Plan). Prior to selection for award by the Source Selection Authority, the Contracting Officer (CO) will make a finding whether any possible OCI exists with respect to each apparent successful Offeror or whether there is little or no likelihood that such conflict exists. An award will be made if there is no OCI or if any OCI can be appropriately avoided, neutralized, or mitigated

(e) Pursuant to 15.306(c), the Contracting Officer's determination of 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. 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 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) One or more deficiencies identified in a criterion may result in an overall rating of unsatisfactory for the criterion. 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. In addition, Offerors must satisfy the mandatory requirement described in evaluation Criterion 3(i) Central Alarm Station (CAS) Communications System Management to be considered for further evaluation. . This mandatory requirement must receive a rating of "Pass" on a "Pass/Fail" scale in order for the proposal to be considered acceptable.

(End of provision)

NNS-M-1002 BASIS OF CONTRACT AWARD (NOV 2009) (TAILORED)

The Government intends to award one or more contracts to the responsible Offeror(s) whose proposal(s) is responsive to the solicitation and is determined to be the best value to the Government. Selection of the Offeror(s) that represent 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, criteria one (1) through criteria (5) are significantly more important than the Cost evaluation criterion (6). The Government is more concerned with obtaining a superior proposal than making an award at the lowest evaluated total cost. 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 proposal over another. Thus, to the extent that Offerors' proposals are evaluated as close or similar in merit, the evaluated cost is more likely to be a determining factor. The evaluation criterion below are in descending order of importance.

OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA

1. Relevant Corporate Experience
2. Organizational Structure and Key Personnel.
3. Central Alarm Station (CAS) Communications System Management.
4. Technical Approach to Vietnam Task Order
5. Past Performance
6. Cost

EVALUATION FACTORS

- (a) TAB 1 - Criterion 1: - Relevant Corporate Experience

The individual indicators, as identified at Attachment L-2a, that comprise the criterion for Relevant Corporate Experience are not listed in order of importance and will not be individually weighted, but rather will be considered as a whole in developing an overall adjectival rating. Therefore, the individual indicators are not subfactors as used in FAR 15.304.

(i) The Government will evaluate and assess the degree to which the Offeror's (the term "Offeror" includes the entire Contractor Team Arrangement) Relevant Corporate Experience will contribute to the successful completion of the DICCE2 Statement of Work (SOW) which include but are not limited to the elements of design, construction oversight, project management, communications software, and logistics.

(b) Tab 2 - Criterion 2: - Organizational Structure and Key Personnel.

(i) The Government will evaluate the Offeror's Organizational Structure to determine the degree to which the proposed Organizational Chart and the Organizational Structure Description Narrative is likely to result in efficient and successful performance of the DICCE2 SOW.

(ii) The Government will evaluate and assess the degree to which the Key Personnel (Implementation and Sustainability Manager, Contracts Manager, Program Manager) have the education and/or experience to effectively execute the duties and responsibilities for their proposed position considering the nature, size, and scope of the work required in the DICCE2 SOW relevant to their proposed positions. The resume of the proposed Key Personnel, without the required letters of commitment may result in the Key Person not being evaluated, negatively affecting the evaluation results for this criterion and will be noted as a performance risk.

(c) TAB 3 - Criterion 3: Central Alarm Station (CAS) Communications System Management.

(i) Criterion 3(i): Criterion 3(i) is a mandatory Pass/Fail requirement. As a mandatory requirement, the Government will determine whether the proposed Offeror's teaming/subcontractor arrangement is with a single SLD (NSDD) CONUS Core Testing approved CAS Communications System vendor. A mandatory requirement must receive a rating of "Pass" in order for the proposal to be considered acceptable for further evaluation for award. If the government determines that the CAS Communications System vendor is not CONUS Core Testing approved, all further evaluation will cease and the Offeror's proposal will be deemed unacceptable for award.

(ii) Criterion 3 (ii): Criterion 3 (ii) will be qualitatively evaluated. The Government will evaluate and assess the CAS Communications System Configuration Management approach of the Offeror to determine the degree to which the proposed Offeror's configuration management approach for oversight of the communications system is likely to result in reducing program risk and for the degree to which it contributes to successful completion of the DICCE2 SOW.

(d) TAB 4 - Criterion 4: Technical Approach to Vietnam Task Order

(i) The Government will evaluate and assess the extent to which the Offeror's Technical Approach to the Vietnam Task Order demonstrates the Offeror's understanding of the requirements of the Vietnam Statement of Work requirements, including any technical risks and associated strategies for minimizing or avoiding such risks. Inconsistencies between the proposed technical approach, including the Staffing Plan Summary, the Work Breakdown Summary, and the Cost Proposal may adversely impact the Offeror's rating for this Criterion.

RATING DEFINITIONS – Criterion 1, 2, 3(ii), and 4

The following adjectival rating definitions apply to Evaluation Criteria 1, 2, 3(ii) and 4 and will provide the substantive background for the consensus ratings (defined below) assigned to each Evaluation Criteria: :

Significant Strength - An attribute in the proposal that appreciably increases the potential of successful contract performance.

Strength - An attribute in the proposal that increases the potential of successful contract performance.

Significant Weakness - A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

Weakness - A flaw in the proposal that increases the risk of unsuccessful contract performance.

Deficiency - A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Risk - A degree of doubt (high, medium, low) that exists based on the Offeror's: (a) proposed approach to meeting the Statement of Work (SOW) requirements, or (b) likelihood of success in performing the breadth of services described in the SOW based on the evaluation of past performance. Risks will be identified as a component of a weakness or a deficiency and will not be evaluated separately.

RATING DEFINITIONS – Criterion 3(i) only

Pass - Does not meet mandatory requirement.

Fail - Meets mandatory requirement.

CONSENSUS RATING DEFINITIONS

The following adjectival rating definitions apply to Evaluation Criteria 1, 2, 3(ii) and 4 and will provide the overall consensus ratings assigned to each Evaluation Criteria:

Excellent - The Proposal addresses the requirements in an exceptional manner normally evidenced by at least one significant strength or a combination of strengths and no weaknesses and a very high probability of successful contract performance with a low degree of risk.

Good - The Proposal addresses the requirements in a comprehensive manner normally evidenced by strengths that outweigh any weaknesses and a high probability of successful contract performance with a low degree of risk.

Satisfactory - The Proposal addresses the requirements in an acceptable manner normally evidenced by strengths and weaknesses that are generally offsetting and a reasonable probability of successful contract performance with a moderate degree of risk.

Less than Satisfactory - The Proposal addresses the requirements in a less than acceptable manner with weaknesses that outweigh strengths, if any; and a low probability of successful contract performance with a moderate to high degree of risk.

(e) TAB 5 - Criterion 5: - Past Performance

The Government will evaluate and assess the Offeror's relevant past performance from the last six (6) years to determine the degree to which the Offeror's past performance demonstrates the Offeror's ability to successfully perform the DICCE2 Statement of Work. 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). 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.

RATING DEFINITIONS - Criterion 5 only

Exceptional - Performance met contractual requirements and exceeded many to the Customer's benefit. The contractual performance of the element or sub-element evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good - Performance met contractual requirements and exceeded some to the Customer's benefit. The contractual performance of the element or sub-element evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory - Performance met contractual requirements. The contractual performance of the element or sub-element contained some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal - Performance did not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflected a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appeared only marginally effective or were not fully implemented.

Unsatisfactory - Performance did not meet most contractual requirements and recovery was not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appeared or were ineffective.

Neutral - If the offeror lacks a record of relevant past performance history, or for whom past performance information is not available, the offeror will not be evaluated either favorably or unfavorably on past performance.

(End of provision)

NNS-M-1004 COST PROPOSAL (AUG 2015)

The cost proposal will not be rated, but will be used in determining the best value to the Government in accordance with Section 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.

Pursuant to FAR 15.404, the following will be evaluated:

(a) 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.

(b) 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 Statement of Work 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) will be the total of the Vietnam Task Order price. The Offeror's cost/price proposal will be evaluated using the probable cost computed by the Government. The Offeror's proposed estimated costs shall not be controlling for source selection purposes.

(End of provision)

NNS-M-2001 TERMS OF EVALUATION CRITERIA (AUG 2015)

A proposal that is unrealistic in terms of the evaluation criteria (identified at NNS-M-1002) 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 Statement of Work (SOW). 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 SOW. 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)