

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING N	PAGE OF PAGES 1 39	
2. CONTRACT NO.		3. SOLICITATION NO. DE-RP52-09NA28681		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 15 DEC 2008	
7. ISSUED BY FAD/S+SD DEPARTMENT OF ENERGY NNSA SERVICE CENTER P.O. BOX 5400 ALBUQUERQUE, NM 87185-5400 RAY E. CRUZ 505-845-4772 RCRUZ2@DOEAL.GOV				8. ADDRESS OFFER TO (If other than Item 7) SEE BLOCK 7		6. REQUISITION/PURCHASE NO.	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. 100% Small Business Set-Aside							
10. FOR INFORMATION CALL:		A. NAME TERESA M. MARTINEZ		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 505-845-4127		C. E-MAIL ADDRESS TMARTINEZ@DOEAL.GOV	
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %	
14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:			AMENDMENT NO.	DATE	AMENDMENT NO.	DATE	
15A. NAME AND ADDRESS OF OFFEROR			CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)		
15B. TELEPHONE NO. (Include area code)			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		
24. ADMINISTERED BY (If other than Item 7) CODE					25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0001		1 Lot	_____
	<i>Noun:</i>	PERSONNEL SECURITY AND FACILITY CLEARANCE PROGRAMS SUPPORT SERVICES	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	U - COST PLUS FIXED FEE	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>	The Contractor shall furnish all personnel and services (except as may be expressly set for in this contract as furnished by the Government) and otherwise do all things for the performance of this contract to accomplish the objectives and requirements of the Performance Based Work Statement (PBWS) in Section J.	
0002		1 Lot	_____
	<i>Noun:</i>	OTHER DIRECT COST- BASELINED	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	S - COST	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>	This CLIN includes all contractor-acquired materials and travel (except for travel associated with CLIN 0003) required for the performance of this contract. Costs are reimbursed based upon actual expenses incurred . Travel costs are in accordance with the Federal Travel Regulations. The contractor shall not exceed the levels for estimated travel and other direct costs as set for without prior approval of the Contracting Officer. No profit or fee is allowed on baseline costs; however, the established ceilings amounts do include allowances for reimbursement of applicable contractor burdens. Estimated costs for this CLIN is \$200,000.00 .	
0003		1 Lot	_____
	<i>Noun:</i>	TRANSITION PERIOD-BASELINED	
	<i>NSN:</i>	N - Not Applicable	
	<i>Contract type:</i>	S - COST	
	<i>Inspection:</i>	DESTINATION	
	<i>Acceptance:</i>	DESTINATION	
	<i>FOB:</i>	DESTINATION	
	<i>Descriptive Data:</i>	The Contractor shall provide transition services for this contract to include travel expenses, and salary of key personal required for transition activities. The baselined amount for these services is an not-to-exceed (NTE) of \$25,000.	

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0004	<p><i>Noun:</i> REPORTING REQUIREMENTS</p> <p><i>ACRN:</i> U</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> U - COST PLUS FIXED FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> Reports in accordance with Section J "Reporting Requirements Checklist." This item is not separately priced.</p>	1 Lot	_____ _____
0005	<p>OPTION CLIN</p> <p><i>Noun:</i> OPTION I PERSONNEL SECURITY AND FACILITY CLEARANCE PROGRAMS SUPPORT SERVICE</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> U - COST PLUS FIXED FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> The Contractor shall furnish all personnel and services (except as may be expressly set for in this contract as furnished by the Government) and otherwise do all things for, or the performance of this contract to accomplish the objectives an requirements of the Performance Based Work Statement in Section J.</p> <p>If exercised, Option I estimated cost is \$TBD and the fixed fee is \$TBD.</p>		_____
0006	<p>OPTION CLIN</p> <p><i>Noun:</i> OPTION I OTHER DIRECT COST-BASELINED</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> S - COST</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> This CLIN includes all contractor-acquired materials and travel required for the performance of this contract. Costs are reimbursed based upon actual expenses incurred. Travel costs are in accordance with the Joint Travel Regulations. The contractor shall not exceed the levels for estimated travel and other direct costs as set for without prior approval of the Contracting Officer. Estimated costs for this CLIN is \$200,000.00.</p>		_____

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0007	OPTION CLIN		_____
	<p><i>Noun:</i> OPTION I REPORTING REQUIREMENTS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> U - COST PLUS FIXED FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> Reports in accordance with Section J "Reporting Requirements Checklist." This item is not separately priced.</p>		
0008	OPTION CLIN		_____
	<p><i>Noun:</i> OPTION II PERSONNEL SECURITY AND FACILITY CLEARANCE PROGRAMS SUPPORT SERV</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> S - COST</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> The Contractor shall furnish all personnel and services (except as may be expressly set for in this contract as furnished by the Government) and otherwise do all things for, or the performance of this contract to accomplish the objectives an requirements of the Performance Based Work Statement in section J.</p> <p>If exercised, the estimated costs for Option II is \$TBD and the fixed fee is \$TBD.</p>		
0009	OPTION CLIN		_____
	<p><i>Noun:</i> OPTION II OTHER DIRECT COST-BASELINED</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> S - COST</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> This CLIN includes all contractor-acquired materials and travel required for the performance of this contract. Costs are reimbursed based upon actual expenses incurred. Travel costs are in accordance with the Joint Travel Regulations. The contractor shall not exceed the levels for estimated travel and other direct costs as set for without prior approval of the Contracting Officer. Estimated costs for this CLIN is \$200,000.00.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0010	OPTION CLIN		_____
	<p><i>Noun:</i> OPTION II REPORTING REQUIREMENTS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> U - COST PLUS FIXED FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> Reports in accordance with Section J "Reporting Requirements Checklist." This item is not separately.</p>		
0011	OPTION CLIN		_____
	<p><i>Noun:</i> OPTION III PERSONNEL SECURITY AND FACILITY CLEARANCE PROGRAMS SUPPORT SER</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> U - COST PLUS FIXED FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> The Contractor shall furnish all personnel and services (except as may be expressly set for in this contract as furnished by the Government) and otherwise do all things for, or the performance of this contract to accomplish the objectives an requirements of the Performance Based Work Statement in section J.</p> <p>If exercised, the estimated cost for Option III is \$TBD and the fixed fee is \$TBD.</p>		
0012	OPTION CLIN		_____
	<p><i>Noun:</i> OPTION III OTHER DIRECT COST-BASELINED</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> S - COST</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> This CLIN includes all contractor-acquired materials and travel required for the performance of this contract. Costs are reimbursed based upon actual expenses incurred. Travel costs are in accordance with the Federal Travel Regulations. The contractor shall not exceed the levels for estimated travel and other direct costs as set for without prior approval of the Contracting Officer. Estimated costs for this CLIN is \$200,000.00.</p>		

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
0013	OPTION CLIN		
	<p><i>Noun:</i> OPTION III REPORTING REQUIREMENTS</p> <p><i>NSN:</i> N - Not Applicable</p> <p><i>Contract type:</i> U - COST PLUS FIXED FEE</p> <p><i>Inspection:</i> DESTINATION</p> <p><i>Acceptance:</i> DESTINATION</p> <p><i>FOB:</i> DESTINATION</p> <p><i>Descriptive Data:</i> Reports in accordance with Section J "Reporting Requirements Checklist." This item is not separately priced.</p>		

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

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

B004 ESTIMATED COST AND FIXED-FEE - INCREMENTALLY FUNDED (FEB 2005)

(a) Pursuant to the FAR Clause 52.216-7, "Allowable Cost and Payment," the total estimated cost of this contract is _____.

(b) The fixed fee for this contract, as contemplated by FAR Clause 52.216-8, "Fixed Fee," is _____. The fixed fee shall be paid pursuant to the terms of this FAR clause.

(c) The total estimated amount of this contract is _____ (insert total amount of contract).

(d) Pursuant to FAR Clause 52.232-22, "Limitation of Funds," the total amount of incremental funding allotted to this contract is _____ (insert amount of Incremental Funding). It is estimated that this amount is sufficient to cover performance through _____ (insert performance period).
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.

B010 LEVEL OF EFFORT (LOE)/DIRECT PRODUCTIVE LABOR HOURS (DPLH) (FEB 2005) (TAILORED)

(a) The Contractor shall provide an estimated total of TBD (insert total number of DPLH) DPLH over a two year period of performance commencing with the effective date of the contract. The DPLH are defined as actual hours exclusive of vacations, holidays, sick leave, travel time, and other absences. The DPLH are inclusive of clerical and administrative, overtime, and all subcontractor and consultant support.

(b) In any event, during the period of this contract, the Contractor is obligated to provide not less than 95 percent nor more than 105 percent of the above specified total DPLH as follows:

Basic period November 2009-November 2010: TBD hours
 November 2010-November 2011: TBD hours

Option I: November 2011-November 2012: TBD hours

Option II: November 2012-November 2013: TBD hours

Option III: November 2013-November 2014: TBD hours

(c) The fixed fee, if any, of this contract is based upon the furnishing of the above specified level of effort. However, if the total work effort provided by the Contractor during the terms listed above is less than 95 percent of the DPLH cited in above, the fixed fee of the contract shall be reduced in proportion to the ratio of the estimated DPLH as follows:

$DPLH \text{ Actually Provided} \times \text{Specified Fixed Fee} = \text{Adjusted fixed fee } 100\% \text{ of Estimated DPLH}$

(d) The Contractor is not authorized to exceed 105 percent of the above specified level of effort unless a contract modification is issued by the Contracting Officer.

(e) Nothing in this clause shall be construed to constitute authorization for work not in accordance with the "Limitation of Cost, Limitation of Funds" or "Term of Contract"
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.

B015 OPTION TO EXTEND THE TERM OF THE CONTRACT--SERVICES (FEB 2005) (TAILORED)

(a) The Contractor agrees that performance during any option period shall be accomplished within that option period's total estimated cost and fixed fee as set forth below:

FIRST OPTION PERIOD

Option Term: 12 month(s)
Level of Effort: TBD (insert level of effort) DPLH
Estimated Cost: TBD (insert estimated cost)
Fixed Fee: TBD (insert fixed fee)
Total Estimated Cost Plus Fixed Fee: TBD (insert total)

SECOND OPTION PERIOD

Option Term: 12 month(s)
Level of Effort: TBD (insert level of effort) DPLH
Estimated Cost: TBD (insert estimated cost)
Fixed Fee: TBD (insert fixed fee)
Total Estimated Cost Plus Fixed Fee: TBD (insert total)

THIRD OPTION PERIOD

Option Term: 12 month(s)
Level of Effort: TBD (insert level of effort) DPLH
Estimated Cost: TBD (insert estimated cost)
Fixed Fee: TBD (insert fixed fee)
Total Estimated Cost Plus Fixed Fee: TBD (insert total)

(b) If the Government has exhausted the specified level of effort in any period, the Contracting Officer may elect to use option hours earlier than the period stated above. If so, the option may be exercised to become effective immediately upon the completion date of the term of the previous period.

(c) Level of effort not expended by the Contractor during the specified period may be rolled over for use during subsequent periods if approved by the Contracting Officer.
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.

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

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

C002 STATEMENT OF WORK (SOW) / PERFORMANCE WORK STATEMENT (PWS) (FEB 2005)

The SOW/PWS is included as Attachment 1 to this contract and is listed in Part III, Section J.

C003 REPORTS (FEB 2005)

(a) Reports shall be in accordance with the "Reporting Requirements Checklist," as listed in Part III, Section J, Attachment 2.

(b) Reports shall be accomplished within the total contract amount. If costs exceed the total contract amount, those additional costs to complete the reports shall be assumed by the Contractor.

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

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

D001 PACKAGING (FEB 2005)

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 rates.

D002 MARKING (FEB 2005)

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

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

D003 SECURITY REQUIREMENTS (FEB 2005) (TAILORED)

The contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials as prescribed by the current NNSA/DOE Safeguards and Security directives identified below:

DOE M 470.4-4, Chg 1, Information Security

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

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

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

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

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

E001 INSPECTION AND ACCEPTANCE (FEB 2005)

(a) Inspection of all items and/or work effort delivered under this contract shall be accomplished by the Contracting Officer's Representative (COR), or any other duly-authorized Government representative identified by the Contracting Officer.

(b) Acceptance of all items and work effort under this contract (including reporting requirements) shall be accomplished by the Contracting Officer, the COR, or other duly-authorized Government representative identified by the Contracting Officer.

ITEM	SUPPLIES SCHEDULE DATA	QTY	DATE
0001		1	30 Nov 2011
	<i>Noun:</i>	PERSONNEL SECURITY AND FACILITY CLEARANCE PROGRAMS SUPPORT SERVICES	
	<i>ACRN:</i>	9	
	<i>Descriptive Data:</i>	Base Period of Performance will be 2 years from date of award.	
0002		1	30 Nov 2011
	<i>Noun:</i>	OTHER DIRECT COST- BASELINED	
	<i>ACRN:</i>	9	
	<i>Descriptive Data:</i>	Base Period of Performance will be 2 years from date of award.	
0003		1	30 DARO
	<i>Noun:</i>	TRANSITION PERIOD-BASELINED	
	<i>ACRN:</i>	9	
0004		1	ASREQ
	<i>Noun:</i>	REPORTING REQUIREMENTS	
	<i>ACRN:</i>	U	
	<i>Descriptive Data:</i>		

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

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)

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

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

F002 PERIOD OF PERFORMANCE - COMPLETION (FEB 2005) (TAILORED)

The period of performance for the technical effort or services required under this contract is from the date of award through November 2011. The completion date for the contract, including completion and submission of all reports required by Part III, Section J, Attachment 2, is December 2011.

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

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

G001 CORRESPONDENCE PROCEDURES (FEB 2005) (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, and topic. If no Government Contract Administration Office is designated on the face page of this contract, all correspondence shall be subject to the following procedures:

(a) Technical Correspondence.

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

Government Program Manager, COR or other duly authorized Government representative:

Olga Boberg
Personnel Security Department
phone: 505/845-5937
email: oboberg@doeal.gov

(b) Other Correspondence.

Other than technical correspondence shall be addressed to the Contract Specialist with information copies of the correspondence to the COR and to the Patent Counsel (if patent or technical data issues are involved). The Contractor shall use the Contract Specialist as the focal point of contact. The Contract Specialist's name, address, phone number, fax number, and email address is as follows:

Contract Specialist:

Reina Serino
Supplies & Services Division (S&SD)
Field Acquisition Department
Office of Business Services
NNSA SC
PO Box 5400
Albuquerque, NM 87185-5400
phone: 505/845-5639
fax: 505/284-7593
email: rserino@doeal.gov

(c) Patent Counsel

Correspondence pertaining to patent, technical data, or intellectual property shall be addressed to the Contract Specialist with information copies to the COR and the NNSA Patent Counsel as follows:

NNSA SC/OCC
PO Box 5400
Albuquerque, NM 87185-5400
phone: 505/845-6265

(d) The Contracting Officer for this contract is:

Mary Henry
Supplies & Services Division (S&SD)
Field Acquisition Department
Office of Business Services
NNSA SC
PO Box 5400
Albuquerque, NM 87185-5400
phone: 505/845-6493
email: mhenry@doeal.gov

G003 BILLING INSTRUCTIONS (COST-REIMBURSEMENT TYPE CONTRACTS) (MAR 2008)

(a) The following instructions are provided for submission of vouchers requesting reimbursement for work performed on negotiated cost-reimbursement type contracts. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor.

(b) Vendors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <https://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system can be found in the 'Electronic Invoice Instructions' document under the 'Document Links' section on the web page.

(c) Each voucher submitted shall include the following:

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

(d) If you are unable to submit invoices electronically, contact the Contract Specialist identified in clause G001.

G005 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVES (SEP 2005)

(a) The Contracting Officer's official delegation of authority shall be provided to the contractor in writing. This delegation will describe the COR's authorities in detail. However, it is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor unless the Contracting Officer has issued a contractual change.

(b) The Contracting Officer's Representative(s) (COR) for this contract/order is/are identified below. If the effort under this contract requires that an Alternate COR is required in the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the Alternate COR acting in behalf of the COR. The Contracting Officer hereby appoints the following individual(s) as the COR and Alternate COR(s):

COR: Olga Boberg 505/845-5937

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

NNSA OTHER CONTRACT CLAUSES IN FULL TEXT

H001 CLAUSE AND PROVISION NUMBERING (FEB 2005)

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

H002 SERVICES OF CONSULTANTS (COST-REIMBURSEMENT AND LETTER CONTRACTS) (FEB 2005)

(a) Prior written consent of the Contracting Officer shall be obtained:

(1) for the use of the services of any consultant under this contract exceeding the daily rates of \$1,000, exclusive of travel costs; or

(2) where the services of any consultant under this contract will exceed 10 days in any calendar year; or

(3) exceed a total value of \$25,000.00.

(b) If the Contracting Officer's written consent is required, the Contractor will obtain and furnish to the Contracting Officer information concerning the need for and selection of such consultant services and the reasonableness of the fees to be paid including whether such fees exceed the lowest fee charged by consultants to other firms for performing services that are similar in nature.

(c) The Contractor must obtain and furnish to the Contracting Officer either an Organizational Conflict of Interest (OCI) Disclosure or Representation if required pursuant to DEAR Subpart 909.5, Organizational and Consultant Conflicts of Interest, prior to a consultant performing any effort under this contract. No effort shall be performed by the consultant until the Contracting Officer has made an OCI determination for that consultant.

(d) The following consultants have been cleared by the Contracting Officer for OCI:

Name of Company

Value of Award

_____ (insert cleared consultant(s) and subcontract amount(s))

H003 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (JAN 2007)

The Representations, Certifications, and Other Statements of Offeror were verified on the OnLine Representations and Certifications Application (ORCA) website on _____ (date and time) Mountain Time, and are hereby incorporated by reference.

H004 STANDARD INSURANCE REQUIREMENTS (FEB 2005)

In accordance with FAR clause 52.228-7, "Insurance - Liability to Third Persons," the following kinds and minimum amounts of insurance are required during the performance of this contract:

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

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

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

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

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

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

H006 ACCESS TO DOE-OWNED OR LEASED FACILITIES (OCT 2005)

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

(1) is, or is suspected of being, a terrorist;

(2) is the subject of an outstanding warrant;

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

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

(5) has been barred from Federal employment;

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

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

(b) The Contractor shall assure:

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

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

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

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

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

H007 CONTRACTOR'S PROGRAM MANAGER (FEB 2005)

(a) The contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall provide the single point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract. All administrative support for technical personnel required to fulfill the work stated in the contract shall be the responsibility of the Contractor.

(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.

H008 INFORMATION TECHNOLOGY EQUIPMENT USE (FEB 2005)

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

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

H010 OBSERVANCE OF NATIONAL HOLIDAYS - BILLABLE TIME (FEB 2005)

(a) Observance of National Holidays/Administrative Time-Off

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

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

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

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

(3) Any administrative time-off granted as a result of early holiday release; release or delay due to inclement weather; or any other administrative release is at the discretion of the Contractor. However, when granting any administrative time-off, the Contractor shall continue to provide sufficient personnel to perform critical or essential tasks under this contract. Costs for administrative time-off granted by the Contractor to its employees shall not be directly charged to the contract, nor shall the work be performed subsequently at premium or overtime pay. Additionally, the Government will not reimburse the Contractor for hours not worked by its employees.

(b) Billable Time

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

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

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

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

(4) The following are not considered to be time spent in performance of work and shall not be billable, or payable under this contract:

- (i) sick leave
- (ii) vacation leave
- (iii) emergency leave
- (iv) travel time to and from job assignment for leave or holiday
- (v) travel time during other than the normal duty hours identified in paragraph (1) above
- (vi) unauthorized time spent before leaving contractor's facility for assigned work site; and
- (vii) time spent awaiting security clearances.

H012 CONFIDENTIALITY OF INFORMATION (FEB 2005)

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

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

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

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

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

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

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

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

H013 SOFTWARE RIGHTS (FEB 2005)

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

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

H015 RELEASE OF INFORMATION (FEB 2005)

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted for approval prior to actual printing and distribution. Proposed releases are to be submitted to NNSA Service Center, Office of Public Affairs, P.O. Box 5400, Albuquerque, New Mexico, 87185. All proposed releases should conform to the requirements of NNSA pertaining to the public release of information.

H016 KEY PERSONNEL (FEB 2005)

(a) Pursuant to DEAR clause 952.215-70 "Key Personnel" the Contractor's key personnel are as follows:

NAME	TITLE
_____	(insert names and titles)

Key Personnel are dedicated full-time to this contract.

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

H017 GOVERNMENT-FURNISHED FACILITIES AND SERVICES (FEB 2005) (TAILORED)

(a) During contract performance, the Government will furnish the Contractor office space for approximately 80 individual(s) on an as-required basis. Additional office space may be provided by the Government as the NNSA project demands. If Government-provided space is not available at or near the work and/or training site, and the task requires on-site performance, suitable space may be rented by the Contractor with prior approval of the Contracting Officer.

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

H018 GOVERNMENT-FURNISHED PROPERTY (COST REIMBURSEMENT CONTRACTS) (FEB 2005)

(a) In accordance with FAR clause 52.245-5, "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)", as modified by DEAR 952.245-5, the property listed in Part III Section J, Attachment 3, is provided for use in the performance of this contract.

(b) Reporting Requirements.

(1) The reports required in accordance with the clause referenced above, shall be submitted on DOE Form 4300.3, Semi-Annual Summary Report of DOE-Owned Plant and Capital Equipment.

(2) The reports must include all capital equipment and sensitive items acquired or furnished under this contract, whether or not it is listed herein.

(c) Low Dollar Value Limitation. Except as otherwise authorized by the Contracting Officer in writing and notwithstanding the contract clause identified in paragraph (a) above, the Contractor is not authorized to acquire as a direct charge item under this contract any facilities, equipment (including office equipment), furniture, fixtures or other real or personal property items having a unit acquisition cost of \$1,000 or more. The Contractor may request authorization for such acquisitions from the Contracting Officer. Requests for authorization shall include any analysis of the most economical method of acquisition.

H020 COMPUTER SYSTEMS SECURITY (FEB 2005) (TAILORED)

(a) The Contractor agrees to comply with the NNSA/DOE directives, DOE Order 205.1A, Cyber Security Management, and all other regulations specified in this contract or as required by law or regulations.

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

H021 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (NOV 2006)

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

(a) Notify their employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA programs, operations, facilities, contracts or information technology systems to appropriate authorities. The notification shall include the provision that employees should, when appropriate, report directly to the Office of Inspector General (OIG) any information concerning alleged wrongdoing by Government employees; its contractors, subcontractors, grantees, or other recipients of Government financial assistance; or their employees.

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

(c) Publish the OIG hotline telephone number in Contractor telephone books and newsletters.

(d) Report to the OIG any allegations of reprisals taken against employees who have reported fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to NNSA/DOE programs, operations, facilities, contracts, or information technology systems.

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

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

H023 NONSUPERVISION OF CONTRACTOR EMPLOYEES ON GOVERNMENT FACILITIES (FEB 2005)

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

H024 CONTRACTOR IDENTIFICATION SPECIFICATIONS (FEB 2005)

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

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

H029 WAGE DETERMINATION RATES (FEB 2005)

In the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination Number 2005-2361, dated 07/25/2008. A copy of the wage determination is attached to this contract (see Part III, Section J, Attachment 4).

H034 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT AND RELATED AGENCIES APPROPRIATIONS ACT, 2008) (MAR 2008)

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

H039 VIOLENCE IN THE WORKPLACE (FEB 2005)

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

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

H047 WORKER SAFETY AND HEALTH PROGRAM IN ACCORDANCE WITH 10 CFR 851 (FEB 2008)

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

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

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

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

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

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

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

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

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

H049 INSTRUCTIONS FOR UPDATING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (MAY 2007)

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

(b) New users, when registering to update information under this contract, should select "NNSA Service Center Procurement/Purchasing" as the FOCI Office that will review the FOCI Submission.

(c) Electronic signatures are not accepted; therefore a signed original SF 328, 'Certificate Pertaining to Foreign Interests', executed in accordance with the instructions on the certification section of the SF 328, shall be submitted to the Contracting Officer.

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

- 52.203-3 GRATUITIES (APR 1984)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)
- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (DEC 2008)
- 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
- 52.204-2 SECURITY REQUIREMENTS (DEVIATION) (MAY 2002)
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)
- 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)
- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
- 52.215-2 AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
- 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.216-8 FIXED FEE (MAR 1997)
Applies to Cost-Plus-Fixed-Fee CLIN(s) only.
- 52.216-11 COST CONTRACT -- NO FEE (APR 1984)
Applies to Cost CLIN(s) only.
- 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
Period of time. '15 days'
- 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
Para (a), Period of time '15 days'
Para (a), 60 or as appropriate '30 days'
Para (c), Number of Months/Years. '5 years'
- 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
- 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 '?????'
- 52.222-3 CONVICT LABOR (JUN 2003)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
- 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
- 52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (NOV 2007)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE I (AUG 2003)

52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE II (AUG 2003)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1984)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
52.228-7	INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
52.229-10	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003) Para (c), Agency name 'United States Department of the Air Force' Para (g), Agency name 'United States Department of the Air Force' Para (g), Agency name 'United States Department of the Air Force' Para (g), Agency name 'United States Department of the Air Force'
52.232-17	INTEREST (OCT 2008)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (OCT 2008) - ALTERNATE I (FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.233-1	DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-3	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-2	CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)
52.244-2	SUBCONTRACTS (JUN 2007) - ALTERNATE I (JUN 2007) Para (e), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: '?????' Para (k), the following subcontracts which were evaluated during negotiations: '?????'
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2008)
52.245-1	GOVERNMENT PROPERTY (JUN 2007)
52.245-9	USE AND CHARGES (JUN 2007)
52.246-25	LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 1984)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION CONTRACT CLAUSES

952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
952.204-70	CLASSIFICATION/DECLASSIFICATION (SEP 1997)
952.204-77	COMPUTER SECURITY (AUG 2006)
952.208-70	PRINTING (APR 1984)
952.215-70	KEY PERSONNEL (DEC 2000)

952.223-71	INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)
952.223-72	RADIATION PROTECTION AND NUCLEAR CRITICALITY (APR 1984)
952.223-75	PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)
952.224-70	PAPERWORK REDUCTION ACT (APR 1994)
952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
952.237-70	COLLECTIVE BARGAINING AGREEMENTS PROTECTIVE SERVICES (AUG 1993)
952.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (AUG 2005)
952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)
970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000)

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.202-1 DEFINITIONS (DEVIATION) (JUL 2004)

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

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

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

(c) "Agency head" or "head of agency" means the Secretary, Deputy Secretary, or the Under Secretary and Administrator for National Nuclear Security Administration of the Department of Energy. "Senior Procurement Executive" means, the individuals who are responsible for management direction of the acquisition system of NNSA, including implementation of the unique acquisition policies, regulations, and standards of NNSA. For NNSA, it is the Administrator for Nuclear Security and the Director, Acquisition and Supply Management.

52.216-7 ALLOWABLE COST AND PAYMENT (AS MODIFIED BY DEAR 952.216-7 ALTERNATE II FOR COMMERCIAL BUSINESS) (DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 as supplemented by subpart 931.2 of the Department of Energy Acquisition Regulations (DEAR) in effect on the date of this contract and the terms of this contract. The

Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

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

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

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

(c) Small business concerns. A small business concern may be paid more often than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though the concern has not yet paid for those items or services.

(d) Final indirect cost rates.

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

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

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

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (or longer, if approved in writing by the Contracting Officer), the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

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

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

(1) Shall be the anticipated final rates; and

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

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

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

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

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

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

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

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

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

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code ----
----- assigned to contract number -----.

[Contractor to sign and date and insert authorized signer's name and title].

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

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

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov> <<http://frwebgate.access.gpo.gov/cgi-bin/leaving.cgi?from=leavingFR.html&log=linklog&to=http://www.olms.dol.gov>>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A
WAGE DETERMINATION

Employee Class	Monetary Wage - Fringe Benefits
_____	(Identify classes of service employees and insert wages and fringe benefits payable to each)

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/>

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.

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

952.204-2 SECURITY (DEVIATION) (MAY 2002)

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

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

(c) Definition of classified information. The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.

(d) Definition of restricted data. The term "Restricted Data" means all data concerning

(1) design, manufacture, or utilization of atomic weapons;

(2) the production of special nuclear material; or

(3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(e) Definition of formerly restricted data. The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.

(f) Definition of National Security Information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12958 or prior Orders to require protection against unauthorized disclosure, and which is so designated.

(g) Definition of Special Nuclear Material (SNM). SNM means:

(1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or

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

(h) Security clearance of personnel. The contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12958, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.

(i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and E.O. 12958.)

(j) Foreign Ownership, Control or Influence.

(1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Certificate Pertaining to Foreign Interests, Standard Form 328 or the Foreign Ownership, Control or Influence questionnaire executed by the Contractor prior to the award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.

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

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control or influence, the Contractor shall comply with such

instructions as the Contracting Officer shall provide in writing to safeguard any classified information or special nuclear material.

(4) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under this contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require subcontractors to have an existing DOD or DOE Facility Clearance or submit a completed Certificate Pertaining to Foreign Interests, Standard Form 328, required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.

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

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. [*81009]

(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."

DOCUMENT	PGS	DATE	TITLE
ATTACHMENT 1	10	09 OCT 2008	PERFORMANCE BASED WORK STATEMENT (PBWS)
ATTACHMENT 2	2	09 OCT 2008	REPORTING REQUIREMENTS CHECKLIST - DOE FORM 1332.1
ATTACHMENT 3	32	30 NOV 2008	GOVERNMENT FURNISHED PROPERTY LIST
ATTACHMENT 4	35	31 JUL 2008	SCA BLANKET WAGE DETERMINATION 2005-2361 (REVISION 7)
ATTACHMENT 5	3	09 OCT 2008	CONTRACT SECURITY CLASSIFICATION SPECIFICATION (CSCS)

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

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
(DEC 2001)

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

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

TIN:.....

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other-----

(f) Common parent.

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name-----

TIN-----

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)

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

(2) The small business size standard is _____ (insert size standard).

(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 clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) 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 (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically 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.

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (DEC 2008)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending

administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The offeror has [] has not [] within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principal', for the purposes of this certification, 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 subsidiary, division, or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The

knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541690.

(2) The small business size standard is \$7 Mil..

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

(b) Representations.

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

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

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

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

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

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

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint

venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

(1) Means a small business concern-

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

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

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

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

Alternate I (Apr 2002). As prescribed in 19.308(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It has, has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.-

(b) By signing this offer, the offeror certifies that----

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or--

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)-

_____ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

_____ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);-

_____ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

_____ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, 5171, 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

_____ (v) The facility is not located in the United States or its outlying areas.

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

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

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

(b) The offeror shall provide the statement described in paragraph (c) of this provision as an Exhibit to this Section K.

(c) The statement must contain the following:

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

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

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

C. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

K001 SIGNATURE/CERTIFICATION (FEB 2005)

By completing and submitting a proposal/bid via Industry Interactive Procurement System (IIPS), the offeror certifies 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 certifications made by the offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under 18 U.S.C. 1001.

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

Date of Execution

Name of Organization

Street

City, State, Zip Code

Solicitation Number

K002 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (b) applies.

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

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically 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 4.1202); 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 Nr.	Title	Date	Change
_____	_____	_____	_____

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

K003 AUTHORIZED NEGOTIATORS (FEB 2005)

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this solicitation:

Name	Title	Organization	Telephone No.
_____	_____	_____	_____

K004 COGNIZANT AGENCY FOR INDIRECT RATE NEGOTIATION (FEB 2005)

(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.
_____	_____

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

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)
52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)
52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION SOLICITATION PROVISIONS

952.204-73 FACILITY CLEARANCE (MAY 2002)
952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)
952.233-5 AGENCY PROTEST REVIEW (SEP 2006)
970.5223-3 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000)

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

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF) term type contract resulting from this solicitation.

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 Teresa M. Martinez, United States Department of Energy, NNSA Service Center/OBS/FAD, P.O. Box 5400, Albuquerque, NM 87185-5400, (505) 845-4127.

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

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/>

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.

B. DEPARTMENT OF ENERGY ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

952.233-2 SERVICE OF PROTEST (MAR 2002)

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

(c) Another copy of a protest filed with the General Accounting 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.

C. NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

L000A GENERAL INFORMATION (SEP 2008)

(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.

"IIPS" is the acronym for the "Industry Interactive Procurement System" and 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 IIPS.

(b) Points of Contact. The sole points of contact (POCs) during the conduct of this procurement are Teresa M. Martinez, Contracting Officer (CO), 505-845-4127, tmartinez@doeal.gov <<mailto:tmartinez@doeal.gov>>; Reina T. Serino, Contract Specialist (CS), 505-845-5639, rserino@doeal.gov <<mailto:rserino@doeal.gov>>, and Raymond Cruz (CS), 505-845-4772, RCruz2@doeal.gov <<mailto:RCruz2@doeal.gov>> with the following address: NNSA Service Center, P.O. Box 5400, Albuquerque, NM 87185.

(c) Errors or Omissions. This 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. Any clarifications will be posted on IIPS for all proposing contractors to view. 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.

(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 and Proposal Response (Submission) Information. Reference the "IIPS User Guide For Contractors" at <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>.

(g) Expenses related to Proposal Submissions. This solicitation does not commit the Government to pay for 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.

L000B PROPOSAL SUBMISSION ADDRESS, DUE DATES, AND HAND CARRIED OFFERS. (SEP 2008)

(a) Proposals shall be submitted via the Interactive Procurement System (IIPS). Proposals must be received through the IIPS website NO LATER THAN 4:00 P.M. EASTERN STANDARD TIME ON JANUARY 30, 2009. See FAR 14.214-7 "Late Submissions, Modifications, and Withdrawals of Bids," for treatment of late bids/quotes. Submission of electronic proposals via IIPS will constitute the official submission of signed copies of the requirement documents. The name of the authorized company official shall be entered (typed) in the appropriate space shown on the Standard Form (SF) 33. Each offer is to be submitted according to the instructions in the IIPS User's Guide, which is available at <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>. It is the responsibility of the Offeror, prior to the offer due date and time, to verify successful transmission in accordance with the Proposal Response (Submission) instructions in the IIPS User's Guide.

(b) Subcontractors submitting proprietary information may register in IIPS 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 IIPS, Offerors must also submit Hard Copies of the proposal (Volumes I, II, and III) along with a copy on a flash drive, CD or DVD at the address listed below NO LATER THAN 4:00 MOUNTAIN STANDARD TIME on FEBRUARY 4, 2009.

Mailing Address:

National Nuclear Security Administration
Kirtland Air Force Base
Service Center/Office of Business Services
Attn: Reina T. Serino
P.O. Box 5400
Albuquerque, NM 87185-5400

Overnight Express Address:

National Nuclear Security Administration
Service Center/Office of Business Services
Attn: Reina T. Serino
Pennsylvania and H Streets
Albuquerque, NM 87116

Hand Carried Address*:

National Nuclear Security Administration
Service Center/Office of Business Services
Attn: Reina T. Serino
Building 20388
Kirtland AFB, NM

*Offers may be hand carried as long as they are received before the closing date and time established herein. Offerors are cautioned that rigorous security procedures are in place at this Government facility that may result in additional time being required to hand carry documents. The responsibility of delivery of any hand carried documents with the stated due date in this RFP rests completely with the Offeror.

(d) Questions regarding this solicitation must be submitted via IIPS NO LATER THAN 4:00 P.M.(Mountain Standard Time) on JANUARY 15, 2009. A copy of all questions and their respective answers will be published on the IIPS website. Offerors are advised that answers provided by the Government through IIPS will not qualify the terms and conditions of the solicitation.

L001 INSTRUCTIONS FOR PROPOSAL PREPARATION - GENERAL (FEB 2005) (TAILORED)

(a) GENERAL INSTRUCTIONS

(1) Proposal Due Date. Submission of proposals by means other than IIPS is not authorized. Proposal must be received through the IIPS web site no later than 4:00 p.m. Eastern Standard Time on January 30, 2009 [except in indicated in paragraph (c)L000B, "Proposal Submission Address, Due Dates, and Hand Carried Offers (SEP 2008)]. See FAR 52.215-1, which describes the treatment of late submission, modification, revision, and withdrawal of proposals. It is the responsibility of the offeror, prior to the proposal due date and time, to verify successful transmission in accordance with the Proposal Response (Submission) instructions in the "IIPS User Guide For Contractors."

(2) Solicitation Questions/Comments and Proposal Response (Submission) Information. Reference the "IIPS User Guide For Contractors" at <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>.

(3) Overall Arrangement of Proposal.

Proposals, including any from subcontractors, affiliates and all teaming or other contractor arrangements, must conform to the solicitation provisions regarding preparation of offers. 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. All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number. Failure to comply with proposal preparation instructions may result in rejection of proposal. Proposal files are to be formatted in the following applications: Adobe Acrobat 5.0 (PDF) or higher, Word 2000 or higher, Excel 2000 or higher, or PowerPoint 2000 or higher.

(i) The overall 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. References to another part, or section, of the proposal may be appropriate in order to avoid duplication of detailed information. Information required for proposal evaluation, which is not found in its designated section, may result in an unfavorable evaluation. With the exception of pricing information requested in Part I, Section B, "Supplies or services and prices/costs", all contractual cost and pricing information shall be addressed only in the Cost Volume, unless otherwise specified. Page limitations if any, for each volume are specified below. The proposal shall be submitted as follows:

Electronic Files To Be Submitted As Follows (see L000B(c) for paper submission):

Proposal Volume	Title	# of Paper Copies	Page Limit
Volume I	Offer & Other Documents	3	No limit
Volume II	Technical and Management Information	5	Per Evaluation Criterion
Volume III	Cost Proposal	5	No limit

(ii) Each volume designated above, is to be submitted individually according to the instructions detailed in the "IIPS User Guide For Contractors" at <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>. Subcontractors submitting proprietary information may register in IIPS 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.

(iii) Signed Originals. Submission of electronic proposals via IIPS will constitute submission of signed copies of the required documents. The name of the authorized company official shall be entered (typed) in the appropriate space shown on the forms (e.g., Standard Form 26 or 33). Offerors are advised that the submission of proposals in an electronic format via IIPS is required.

(4) Glossaries. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.

(5) Page Description.

(i) Page size shall be 8.5 x 11 inches for text pages and a maximum of 11 x 17 inches for spreadsheet, charts, tables, diagrams or design drawings. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be numbered sequentially by volume and by section within the volumes. The solicitation number, 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 (ii) below can be used for this information, however, other text reductions are unacceptable.

(ii) With the exception of headers and footers, spreadsheet, charts, tables, diagrams or design drawings graphs, tables and spreadsheets throughout the proposal, the text shall be 12 point (or larger), single-spaced, using a Courier, Geneva, Arial or Universal font type. Single or double spacing is acceptable for those pages identified under the "Page Count Exceptions." Two columns of text per page and use of boldface type for paragraph headings are acceptable.

(iii) Proposals will only be read and evaluated up to the page limitations, if any. Page counting will begin with the first page of each volume of the proposal. No material may be incorporated by reference as a means to circumvent the page limitation.

(6) Page Count Exceptions. Every page of each volume shall be counted towards the page limitation for the respective volume, including attachments, appendices and annexes, except for the following:

Table of Contents
Cover Pages
Title Pages
Glossary
Representations and Certifications, which are to be submitted with the volume, entitled "Offer and Other Documents"
Reporting Requirements Forms
Teaming Arrangements
Cross-reference Matrix
Letters of Intent

(7) Table of Contents. The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.

(8) Cross-reference Matrix. The Offeror shall complete a cross-reference matrix and correlate the proposal by page and paragraph number to the Performance Work Statement (PWS), Part IV, Section L and Section M. The Cross-reference Matrix shall be inserted in the offeror's proposal immediately following the Table of Contents for Volume II.

(9) Classified Information. The Offeror shall not provide classified information in response to this solicitation.

(10) 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.

(11) Alternate Proposals. Alternate proposals will not be accepted.

(12) Teaming Arrangements. 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 team to satisfy the evaluation criteria. In addition, full and complete information must be provided on the management of any teaming arrangements that may be involved in the performance of work. Discuss each team member's role and responsibilities in this effort.

(13) Binding. Hard copies of proposals (see L000B) shall be submitted in loose-leaf, three-ring binders. 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 will clearly identify the Offeror's name, volume number, RFP number, and copy number (e.g., copy 2 of 8). The original for each volume will be clearly identified on the cover and spine. All binders will allow for easy removal and replacement of pages.

(14) Restrictions on Disclosure and Use of Data. The Offeror's attention is directed to FAR 52.215-1(e), "Instructions to Offerors--Competitive Acquisition," in regards to the appropriate manner of marking proposals to restrict disclosure and use of proprietary data.

(15) 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

**L002 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME I--OFFER AND OTHER DOCUMENTS
(FEB 2005) (TAILORED)**

(a) General. Volume I, Offer and Other Documents, shall contain a Proposal Cover Sheet and TABS 1 through 4. 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:

(A) Solicitation number.

(B) Name, address, telephone and facsimile numbers of the Offeror (and electronic address if available).

(C) DUNS, CAGE, and tax identification numbers (TINs) of the Offeror.

(D) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item as reflected on the Proposal Schedule (Section B, Supplies or Services and Prices/Costs) attached to the SF33.

(E) 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.

(F) Name, title, and signature of person authorized to sign the proposal.

(G) Acknowledge that your company's data at the Central Contractor Registration website is current per FAR Clause 52.204-7, Central Contractor Registration.

(2) TAB - 1: Tab 1 shall contain the Standard Form (SF) 33--Solicitation, Offer and Award and Section B, Proposal Schedule.

(A) Executed copies of these documents should be secured within a document protector and not "hole-punched." The Offeror shall complete Blocks 13 through 18 of the SF 33 and duly executed with an original signature by an official authorized to bind the company in accordance with instructions at FAR 4.102, Contractor's signature. Enter your proposed price for this acquisition on Part I, Section B - "The Schedule - Supplies or Services and Prices/Costs" ensuring that all Contract Line Item Numbers (CLINs) have been filled-in as to price.

(B) 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 terms or conditions contained in the RFP, 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 may make the offer unacceptable for award without discussions.

(3) TAB - 2: Tab 2 shall contain information regarding the Offeror's organizational type, if applicable, as follows:

(A) Corporate, Partnership, Joint-Venture Certificate, found at Section L, Attachment L-1.

(B) Joint-Venture Agreement or Operating Agreement that delineates the relationship between the firms, identifies authorities to bind the firm and signed by the parties.

(4) TAB - 3: Tab 3 shall contain information pertaining to Section K, Representations, Certifications, and Other Statements of Offerors as follows:

(A) Completed Section K, Representations, Certifications, and Other Statements of Offerors. Also include a copy of the information submitted in the Online Representations and Certifications Application (ORCA) - see <https://orca.bpn.gov>. Each member of a teaming arrangement, including subcontractors, if proposed, must separately complete, sign, and submit the Section K, Representations, Certifications, and Other Statements of Offerors.

(5) TAB - 4: Tab 4 shall contain the following "Additional Information:"

(A) Information required in H016, "Key Personnel" of Section H, Special Contract Requirements.

(B) Information required in K004, "Cognizant Agency for Indirect Rate Negotiation" of Section L, Instructions, Conditions, and Notices to Offerors.

(C) Evidence supporting that the Offeror is VETS 100 compliant in accordance with the Vietnam Era Veterans' Readjustment Act of 1972. See website www.vets100.com.

(D) Contract Security Classification Specification (reference Section J, Attachment 5 entitled, "Contract Security Specification (CSCS) Form.") Offerors who have either a Department of Defense or Department of Energy Facility Clearance must provide a DOE Facility Clearance code for themselves and all proposed team members/ subcontractors.

(E) Signed Standard Form 328, "Certificate Pertaining to Foreign Interests." See L024 for further information.

(F) Worker Safety and Health Program (WSHP). See L027 for further information.

L003 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME II--TECHNICAL AND MANAGEMENT INFORMATION (FEB 2005) (TAILORED)

(a) General. Volume II shall contain all information and material submitted in accordance with the following instructions, which will be evaluated under the Criteria listed in Section M, "Evaluation Factors for Award." This volume shall address the four evaluation criteria at TABS 1 through 4. In order for the proposal to be evaluated strictly on the merit of the material submitted, no contractual cost or pricing information shall be included in this volume of your proposal. If estimated labor hours will provide clarity, they shall be quoted in labor hours only, with no indication as to the cost of these labor hours in this volume.

(b) Content.

(1) TAB - 1: Criterion 1, Approach (Page Limit: 30 pages)

Technical Approach: The Offeror shall describe its proposed technical approach for accomplishing the following selected requirements of the Performance Based Work Statement (PBWS). As a part of the proposed approach, address any technical risks associated with these requirements and the proposed approach to avoid or minimize those technical risks. Simply repeating the PBWS requirements or merely offering to perform the work may result in a lower evaluation or the offer being determined technically unacceptable.

(A) Adjudication (PBWS Sections 4.3 and 4.3.1): Complete end-to-end adjudication of a case to include the review and analysis of investigative reports in order to correctly identify and evaluate derogatory and mitigating information and make a recommendation regarding an individual's eligibility or continued eligibility for a DOE access authorization in accordance with the Intelligence Reform and Terrorist Prevention Act of 2004, 10 CFR 710, and DOE Manual 470.4-5.

(B) Clearance Management and Processing (PBWS Section 4.5): Process a request for a clearance from receipt of the request from the requesting organization/agency to requesting investigation either in hard copy or via e-QIP in accordance with DOE Manual 470.4-5.

(C) Foreign Ownership, Control, or Influence (FOCI) Programs and Facility Clearance (FCL) (PWBS Sections 4.7 and 4.8): Recommend a FOCI determination and facility approval and registration based on the requirements described in DOE Manual 470.4-1.

(2) TAB - 2: Criterion 2, Staffing Plan and Program Manager Qualifications (Page Limits: 5 pages for the Staffing Plan in paragraph A; 3 pages for the resume in paragraph B)

A. Staffing Plan: The Offeror shall describe the labor categories and job duties of all proposed labor categories to perform the work required by the PBWS. See Attachment L-2. The plan shall also identify the estimated quantity of proposed full-time equivalent (FTE) and associated Direct Labor Production Hours (DPLH) allocated to each labor category for the basic period and for each option period. Additionally, the Offeror shall describe its proposed approach for ensuring sufficiency of staffing pool resources to respond promptly to problems or program changes.

B. Program Manager Qualifications: The Offeror shall provide a written resume for the Program Manager. The proposed resume shall address the elements described in Attachment L-3 entitled "Resume Elements." A letter of intent, attached to the resume, shall be submitted if the proposed Program Manager is not currently employed by the Offeror. The letter of intent must include the following (The letter of intent may not exceed (1) page in length):

(i) Indicate the individual's commitment to work under the resultant contract with an agreed upon salary and benefits package;

(ii) Include the date of availability

(iii) be signed by the individual proposed as a key person or critical/skilled staff.

Offerors are advised that NNSA may contact any or all references in the resumes, as well as third parties.

(3) TAB - 3: Criterion 3 - Experience (Page Limit: No page limit)

The Offeror shall submit completed Corporate Experience & Performance Self-Assessment Forms at Attachment L-4 for past or current contracts that are relevant (similar in nature, size in dollars, and complexity) to the scope of work that is to be performed by each team member under the PBWS. Submit no more than three contracts for each proposed team member for the work experience cited. (For example, a prime contractor with two subcontractors shall submit no more than 9 Forms. Two teaming partners and two subcontractors shall submit no more than 12 Forms.) Contracts listed may include federal, state, and local Government and commercial customers. The experience cited must be within the last three (3) years and in place for at least three months. The Offeror shall also describe the depth of its role in the management and execution of the experience cited. In addition, the Offeror shall complete the Corporate Experience Matrix at Attachment L-5 as it relates to each team member's proposed role in performing the PBWS.

(4) TAB - 4: Criterion 4 - Past Performance (Page Limit: No page limit)

For each contract identified in Criterion 3, the Offeror shall provide the Past Performance Questionnaire at Attachment L-6 to each of the technical and contracting points of contact listed in Blocks 10a and 10b of each completed Corporate Experience and Performance Self-Assessment Form. Include a completed "copy" of the respective Corporate Experience & Performance Self-Assessment Form to these points of contact. At TAB-4 provide a list identifying the contracts and the names, titles, and phone numbers of the respective points of contact that the questionnaires were provided to. These points of contact shall return the completed Past Performance Questionnaires directly to the NNSA Contract Specialist listed in Block 7 of this solicitation's SF 33 or by facsimile at (505) 284-7593. Offerors should allow adequate time for the completed forms to be returned to NNSA no later than the proposal 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. However, NNSA reserves the right not to consider Past Performance Questionnaires received after the proposal due date if consideration will unduly delay evaluation.

**L004 PROPOSAL PREPARATION INSTRUCTIONS: VOLUME III--COST PROPOSAL (FEB 2005)
(TAILORED)**

(a) Overview and General Requirements

The Contracting Officer has determined that cost or pricing data is not required for this solicitation. However, in accordance with FAR 15.403-3 and 15.403-5, information other than cost or pricing data is required to determine if your 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 applies, the Offeror shall provide current, complete and accurate cost or pricing data within 14 days after receipt of the Contracting Officer's request.

(1) Submission Format

The Offeror shall provide summary level cost information using the illustrative Microsoft EXCEL Sample Tables provided in Attachment L-7, Table 1, or equivalent to accommodate the Offeror's system. All spreadsheets and exhibits, including those submitted by team members and other subcontractors, shall be submitted in Microsoft EXCEL format with formulas intact. Supporting narratives and other information may be submitted in Microsoft WORD, or compatible format.

(2) Proposal Accuracy

The cost proposal consists of your estimated price to perform the required effort as set forth in the solicitation and must be prepared in a logical manner that is current, accurate, and complete. Propose all costs in accordance with your established accounting and estimating practices. Unless specified otherwise, round all final monetary extensions to the nearest whole dollar. Round all labor rates to the nearest penny.

(3) Narrative Support

The Offeror, each team member including subcontractors shall provide narrative support sufficient to explain the development of the costs proposed. The narrative should describe the supporting rationale, the estimating methodologies used, and the basis of the data including distinguishing between actual cost data and estimated cost data.

(4) Cost/Price Reasonableness and Realism

The burden of proof for credibility of proposed cost/price rests with the Offeror. Unrealistically low or high proposed costs or prices may be grounds for eliminating a proposal from consideration either on the basis that the Offeror does not understand the requirements or has made an unrealistic offer.

(5) Teaming and Subcontract Proposal Data Submission

The Offeror must provide a copy of these instructions to all potential team members, including subcontractors. 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 under these cost instructions. All team members and subcontractor proposals must be received by the date/time specified in the solicitation.

(6) Prime's Analysis of Subcontractor

The Prime Contractor shall conduct and submit an appropriate cost or price analysis to establish the reasonableness of proposed subcontract prices as required under FAR 15.404-3(b).

(7) Inter-organizational Transfers

The Offeror's cost proposal must separately identify and provide a cost element breakout of all proposed inter-organizational transfers. An inter-organizational transfer includes any proposed effort or work done by a division, subsidiary, or affiliates of the Offeror under a common control.

(8) Examination

By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine, for the 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 cost or price. This right may be exercised in connection with any such reviews deemed necessary by the Government prior to contract award.

(b) Specific Cost and Format Requirements (Page Limit: No page limit)

The Offeror, including any proposed subcontractors, or members of a teaming arrangement, shall format the cost proposal in accordance with the following instructions.

(1) Proposal Cover Sheet

Complete, as the first page of the cost proposal, a cover sheet that includes the following information:

- (A) Company name, division and address.
- (B) Primary point of contact; name, phone number, and e-mail address.
- (C) Name, title and signature of person authorized to commit the firm.
- (D) The proposal number, date, and expiration date.
- (E) A brief description of the product and/or service being provided and the place of performance.
- (F) Proposed cost, fee, total price, and contract period of performance.

(G) Name, address, and phone number of the Government audit office and contract administrative office for the Offeror and any proposed subcontractors or inter-organizational transfers.

(H) A statement that the cost proposal has been prepared in accordance with applicable FAR regulations, your established estimating and accounting policies, and the requirements of this solicitation. List each exception, if any, and provide complete rationale.

(I) A statement granting the Contracting Officer the right to examine your books and records.

(J) A statement identifying whether your organization is subject to the Cost Accounting Standards (CAS) and the current status of your Disclosure Statement. State whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS and, if yes, provide an explanation. State whether any aspect of this proposal is inconsistent with your disclosed accounting practices or applicable CAS and, if so, provide an explanation.

(2) Contract Period of Performance

The transition/phase in period is November 19, 2009 to December 18, 2009. The base contract period of performance will be two years with three (3) one-year options. For cost proposal preparation purposes, assume an November 19, 2009 start date.

(3) Cost Proposal Summary

Provide a time-phased cost summary (Attachment L-7, Table 1) by major cost element by contractor fiscal year (CFY). Provide a cost summary exhibit for each CLIN, Base, and Option periods. For each cost element proposed, provide supporting schedules and information in accordance with the following instructions.

(4) Direct Labor Hours and Rates

Consistent with the Contractor Cost Element Summary (Attachment L-7, Table 1), provide a labor hour Staffing Plan Summary as detailed in Sec L Attachment L-2. Discuss the basis of estimate to support the proposed hours for the entire PBWS. Describe how the quantity and mix of labor hours were estimated. Identify the basis for the proposed labor rates and explain how the rates are adjusted to arrive at the proposed rates.

(A) If proposed labor hours are based on a specified level-of-effort, then indicate the total number of direct productive labor hours (DPLH) estimated per year for one full time equivalent (FTE) employee.

(B) Overtime hours must be separately identified and fully explained.

(C) Identify and explain the basis for any labor escalation factors used to adjust base salaries (actual experience, company policy, or other forecasting models) and how such escalation is applied to the base labor rates.

(D) 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.

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

(F) If labor rates are based on average category rates, explain how the average rates are determined for estimating purposes.

(G) If labor rates are based on U.S. Department of Labor wage determinations, identify the applicable wage determination and state the extent to which it is used to develop the proposed labor rates.

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

(5) Indirect Rates

(A) Provide an exhibit showing your proposed indirect rates by CFY for fringe, labor overhead, material burden, G&A, and any other proposed indirect rate. Identify the cost elements included in each pool and base component, and explain the basis of estimate and allocation methodology for each indirect cost rate proposed.

(B) If indirect rates are based on a Forward Pricing Rate Agreement, billing, or bidding rates; provide a copy of the agreement showing the approved rates, effective dates, and explain any deviations from the approved indirect rates.

(6) Subcontracts and Inter-organizational Transfers

(A) Provide an exhibit that identifies the cost of each proposed subcontract and interdivisional transfer by CFY. Indicate the level of competition used (e.g., competitive, sole-source, commercial item, etc.).

(B) Each contractor and lower-tiered subcontractor shall provide to the Government a proposal cover sheet and cost information as required by these cost instructions in the same format and level of detail as required for the Prime Contractor.

(C) Submit an appropriate cost or price analysis to establish the reasonableness of proposed subcontract prices as required under FAR 15.404-3(b).

(7) 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 for each contract period or CLIN as required by the solicitation. The Offeror shall identify the following:

(A) Base to which fee is applied.

(B) Offerors are encouraged to provide rationale for their proposed fee. Reference FAR 15.404-4(c)(4)(i) for statutory limitations.

(8) Facilities Capital Cost of Money (FCCM)

FCCM is permitted if proposed as a separate cost element in accordance with FAR 31.205-10 and calculated using Form CASB-CMF. The completed form must be included as an attachment to your cost proposal. The Form CASB-CMF can be found at 48 CFR 9904.414. If you elect not to claim FCCM, provide a statement to that effect.

(9) Contract Baseline Amounts

(A) Direct Materials/Supplies, Travel, and Other Direct Costs (ODC):

Contract baseline amounts for program required material, supplies, travel and ODC are established under Section B, herein. Offerors are required to include the Government-established amounts in their total price.

(B) Transition: Contract baseline amount for phase-in effort (to include travel) is established under Section B, herein. Offerors are required to include the Government-established amount in their total price.

(C) No profit or fee is allowed on baseline costs. However, the established ceilings amounts do include allowances for reimbursement of applicable contractor burdens. No additional breakout is required.

(10) Accounting System

Indicate whether your accounting system is in accordance with generally accepted accounting principles and is acceptable for Government contract costing purposes. State if your accounting system has been reviewed and approved by a Government agency. Provide evidence of such approval by identifying the approving agency and official, the scope of review, and the date of approval. Disclose any outstanding accounting system deficiencies cited by the Government or independent auditors. Describe the nature of the deficiency and status of corrective actions.

(11) Company Compensation Policies

Describe your company's compensation policies in accordance with Section L provision, FAR 52.222-46, "Evaluation of Compensation for Professional Employees." Include, if applicable to your offer, the following areas (existing company publications may be furnished):

- adjustments (A) Salary adjustments - Merit, cost-of-living and other general salary
- other contributions (B) Fringe benefits - Compensated absences, insurance, health, retirement, and
- (C) Travel/Per Diem
- (D) Relocation
- (E) Bonuses and other employee incentive programs
- (F) Overtime and shift premium
- (G) Uncompensated overtime

(12) Other Financial Information

Provide the following financial information as an attachment to your cost proposal:

(A) State what percentage proposed contract costs represent of your estimated total business during the period of performance.

(B) Describe the financial effect of this project on your organization and any impact to indirect rate development. Describe adjustments to proposed indirect rates accordingly.

(C) Describe your financial plan to provide operation capital for the first 90 days of the contract. Disclose any known contingency, limitation, or condition affecting the availability of funds for this project.

L005 NUMBER OF AWARDS (SEP 2008)

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

L007 GUIDANCE FOR PROSPECTIVE OFFERORS--IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS (SEP 2008)

(a) This procurement has been set aside for small business. Prospective Offerors contemplating teaming arrangements should ensure that their small business eligibility will not be compromised. In order to ensure that award is made to an eligible small business, prospective Offerors (especially those proposing a joint venture, subcontracting, or another form of teaming arrangement), 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).

(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 Procuring 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 extensive 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.

L010 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION (FEB 2005) (TAILORED)

This acquisition is set-aside for exclusive small business participation. The size standard for this solicitation is \$6.5M and the North American Industry Classification System (NAICS) code is 541690.

L013 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS (FEB 2005)

This solicitation does not commit the government to pay any costs incurred in the submission of any proposal or bid; in making necessary studies or designs for the preparation thereof; or to acquire or contract for any services.

L017 OFFERORS SEEKING INFORMATION FROM INCUMBENT CONTRACTOR EMPLOYEES (FEB 2005)

(a) Contacts with the incumbent Contractor employees regarding possible future employment are 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.

L021 INTERNET SITES (FEB 2005) (TAILORED)

Essential Internet sites for preparing and submitting proposals can be found at the urls listed below:

Federal Business Opportunities (FedBizOpps): <http://www.fedbizopps.gov/>

DOE e-Center--Business and Financial Assistance Opportunities with Energy: <http://e-center.doe.gov>

Federal Acquisition Regulation (FAR) clauses and provisions; Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions; DOE Orders and Directives; and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR: <http://www.directives.doe.gov/>

Interactive Industry Procurement System (IIPS) User's Guide For Contractors: <http://e-center.doe.gov/doebiz.nsf/Help?OpenForm>

L024 INSTRUCTIONS FOR SUBMITTING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (OCT 2008)

(a) The Offeror shall submit FOCI information in accordance with the Section L Provision entitled, DEAR 952.204-73, Facility Clearance, using the Department of Energy (DOE) Electronic FOCI (eFOCI) submission system located at <https://foci.td.anl.gov/>.

(b) New users to the eFOCI system will request initial access to the eFOCI system prior to submitting the FOCI information for this solicitation. Offerors should select 'NNSA Service Center Procurement/Purchasing' as the FOCI Office that will review the FOCI Submission. Offerors are encouraged to transmit FOCI information by the deadline for proposal submission. Specific problems maneuvering through the fields within the eFOCI system can be clarified by contacting the eFOCI help desk at (630) 252-6566 or fociserver@anl.gov.

(c) Electronic signatures are not accepted; therefore, signed originals of any documents requiring signatures to include the SF 328, 'Certificate Pertaining to Foreign Interests', executed in accordance with the instructions on the certification section of the SF 328, shall be submitted to the Contracting Officer. The SF 328 is required for first time submissions, 5 year updates or any time there are changes to the SF 328.

(d) Department of Defense (DOD) assigned commercial and government entity (CAGE) code that can verify an active facility clearance/positive FOCI determination exists with DOD is acceptable in lieu of the SF 328.

(e) If the company has an active DOE facility clearance and is in compliant with regulations, a resubmission is not required. However, companies are required to submit annual certifications and when applicable, submit significant changes. Guidance and instructions is available on the eFOCI website.

L027 WORKER SAFETY AND HEALTH PROGRAM INSTRUCTIONS - ACTIVITY II - ADMINISTRATIVE WORK (MAY 2008)

(a) The resulting contract requires performance on a DOE/NNSA site. When working at a DOE/NNSA site, the offeror, or their subcontractor(s) at any tier, shall comply with the requirements of 10 CFR 851, Worker Safety and Health Program. The offeror shall develop a written Worker and Safety Health Program that provides the methods of implementing the requirements of Subpart C of 10 CFR 851 (or Part 851 or §851). This Worker and Safety Health Program must be submitted with your proposal.

(b) The National Nuclear Security Administration Service Center (NNSA) is committed to providing safe and healthful working conditions for federal and contractor employees. Title 10 Code of Federal Regulations Part 851 codifies the NNSA safety and health requirements for contractor employees. In no manner does this guidance replace or limit requirements of the rule, or other contractual requirements ensuring compliance with federal, state and local regulations.

(c) This provision identifies contractor safety and health program submittal documents and processes that the NNSA considers appropriate for evaluation of a contractors plan for performing Activity II, low hazard work (administrative) at the Service Center or other DOE/NNSA site operating under a contract awarded by the NNSA.

(d) For the work activities necessary to achieve the statement of work, the contractor must submit for DOE/NNSA approval, a Worker Safety Health Program (WSHP) protecting workers from the hazards of the workplace. This can be accomplished by using the following specific guidance related to your corporate WSHP.

(1) Option 1: Comply with NNSA implemented site specific worker safety and health program (developed to comply with 29 CFR 1960, Basic Program Elements for Federal Employee Occupational Safety and Health Programs and Related Matters). The NNSA program must address the activities and hazards of the contracts statement of work. The contractor's WSHP must address complete integration of the contractor with the NNSA site program and provide the following:

(i) Signature page for use by contractor management (corporate officer).

(ii) Executive Summary (e.g., brief summary of work activities, locations, number of personnel, how WSHP will be implemented)

(iii) Brief description of the statement of work to be addressed.

(iv) Contracts for which WSHP applies.

(v) Processes to ensure subcontractors execute work under an approved WSHP.

(vi) Most recent past three years of company OSHA Form 300-A, Summary of Work-Related Injuries and illnesses.

(2) Option 2: Submit a WSHP compliant with 10 CFR 851. Provide a WSHP to protect workers from the hazards for activities defined in or required to complete the statement of work in accordance with the contract safety and health clauses, applicable federal regulations, and site-specific requirements. The WSHP submittal will include:

(i) Signature page for use by contractor management (Corporate Officer).

(ii) Executive Summary (e.g., brief summary of work activities, locations, number of personnel, how WSHP will be implemented, general relationship to other corporate program such as QA and maintenance)

(iii) Brief description of the statement of work to be addressed by WSHP.

(iv) Contracts for which WSHP applies.

(v) Identification of all subtier contractors.

(vi) Processes to ensure subcontractors execute work under an approved WSHP.

(vii) Most recent past three years of company OSHA Form 300-A, Summary of Work-Related Injuries and illnesses.

(viii) The WSHP will include primary documents with any attachments that address the following:

(A) 10 CFR 851 Implementation matrix identifying rule, regulatory, and DOE directives requirements and the contractor program, documents or procedures ensuring compliance. This is typically called the "Gap Analysis" as it assists the contractor in identifying how requirements are met or plans to address unresolved minor gaps in completeness..

(B) List of safety and health standards required in 851.23(b) for the scope of work.

(C) Internal corporate ESH program or plan implementing the WSHP processes and requirements.

(D) Contractor processes and oversight practices ensuring subcontractors comply with the Rule. Note that all subcontractors working under this contract are required to submit the same documents as the prime contractor or official documentation stating that they will follow, in its entirety, the prime contractor's WSHP. The prime contractor, once confirming compliance with the Rule, will forward the subcontractor's WSHP or other documentation to the COR. The subcontractor cannot perform work until its WSHP is approved by NNSA.

(ix) Internal corporate WSHP or Environmental Safety and Health (ESH) program (could be a plan for limited scope operations) will include:

(A) Description of Company Health and Safety organization, assigned safety goals, clear roles, responsibilities and accountabilities. Also include an equivalent of, "Company XXX retains sole and complete responsibility to continue compliance with other regulations placed upon the contractor through the contract and state, federal and local regulations. This includes reporting requirements under OSHA and environmental protection."

(and)

"Company ___ designates Person ___ as the safety officer responsible for the employees at the work location. Contact information is..."

(B) Activity Hazards Analyses or similar tool identifying safety controls that provide for safe work practices and employee training for the scope of work.

(C) Additional Activity Hazards Analyses if identified by the Contracting Officer's Representative (COR) based on review of the SOW.

(D) Additional safety aspects to be addressed in the submittal.

(1) Attendance at site specific New Employee Orientation as required by the COR.

(2) All employees have the right and responsibility to stop work if danger to personnel or equipment is imminent.

(3) If applicable, OSHA required programs for specific hazardous work.

(4) Emergency procedures coordinated with those implemented for the location of work.

(5) Injury and Accident Reporting Procedures Occurring at the NNSA Site:

(a) Contractor shall report to the COR within 48 hours all site incidents (e.g., injuries, illnesses, fires, spills, property or equipment loss, and near misses). Report immediately events requiring immediate response. Example text, "The onsite Contractor employee will report accidents, injuries and illness, and incidents using the site reporting methods. Additionally, the Company XXX safety officer will provide copies of OSHA required reporting data as well as CIARS data as required by DOE Order 231.1 to the Contracting Officer and to the NNSA Safety and Health Office."

(b) Statement that contractor will maintain OSHA-like display board at the work location.

(e) General Instructions

(1) Provide your WSHP in an electronic format.

(2) Offerors must send the approved WSHP to DOE/NNSA according to 10 CFR 851.11(b)(2).

(3) WSHP will be reviewed and updated according to 10 CFR 851.11(c).

(4) No work will be performed on the DOE/NNSA site until the contractor WSHP is approved.

(5) The contractor will coordinate with the CO prior to letting subcontracts for work on a DOE/NNSA site. Subcontractors must comply with 10 CFR 851 requirements for WSHP and approval as applicable for the subcontracted scope of work.

(6) The contractor is solely responsible for initiating, maintaining, and supervising all safety provisions, precautions, and programs in the course of the performance of the contract.

(7) The term safety and the term safety and health also include environmental protection.

(8) For more information see:
<http://www.hss.energy.gov/HealthSafety/WSHP/rule851/851final.html>.

L028 LIST OF SECTION L ATTACHMENTS (NOV 2008)

- L-1 - Corporate, Partnership, Joint Venture Certificates
- L-2 - Staffing Plan Summary
- L-3 - Program Manager Resume Elements
- L-4 - Corporate Experience & Performance Self-Assessment Form
- L-5 - Corporate Experience Matrix
- L-6 - Past Performance Questionnaire
- L-7 - Cost Element Summary

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

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

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

NNSA OTHER SOLICITATION PROVISIONS IN FULL TEXT

M001 EVALUATION OF PROPOSALS (SEP 2008) (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 PBWS requirements or merely offering to perform the work may result in a lower evaluation or the offer being determined technically unacceptable.

(c) A proposal will be eliminated from further consideration if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. An overall rating of less than satisfactory in one evaluation criterion may result in elimination of the proposal from further consideration regardless of the rating of the other criteria or subcriteria. An overall criterion rating of less than satisfactory may result from one subcriterion within a criterion being rated less than satisfactory. Therefore, if a proposal is determined to be technically unacceptable for Criterion 1 or 2 (See M003), no further evaluation including but not limited to experience, past performance or cost will be performed. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reasons that the proposal will not be considered for further evaluation under this solicitation.

(d) Prior to an award, a determination shall be made by the Source Selection Authority whether any possible organizational conflict of interest exists with respect to the apparent successful Offeror or whether there is little or no likelihood that such conflict exists. In making this determination, NNSA will consider the representation required by Part IV Section K of this solicitation. An award will be made if there is no organizational conflict of interest or if any potential organizational conflict of interest can be appropriately avoided or mitigated.

(e) 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. However, NNSA reserves the right to conduct discussions if the Contracting Officer later determines them to be in the best interests of the Government. If discussions are conducted, the Contracting Officer will determine a competitive range in accordance with FAR 15.306(c). Offerors not included in the competitive range will be promptly notified.

(f) For the purpose of evaluating information on an Offeror's experience and past performance, NNSA will consider information on all of those companies comprising the Offeror's "contractor team arrangement" that will perform major or critical aspects of the PWS/SOW as well as on the single legal entity submitting the offer. NNSA may contact some or all of the references provided by the Offeror, and may solicit past performance information from other available sources.

(g) Exceptions or deviations to any terms and conditions alone will not necessarily 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.

(h) An overall rating of less than satisfactory in one evaluation criterion may result in elimination of the proposal from further consideration regardless of the rating of the other criteria or subcriteria. An overall criterion rating of less than satisfactory may result from one subcriterion within a criterion being rated less than satisfactory.

M002 BASIS OF CONTRACT AWARD (FEB 2005) (TAILORED)

(a) The Government intends to award one contract to the responsible Offeror whose proposal is responsive to the solicitation and is determined to be the best value to the Government. Selection of the best value to the Government will be by use of the trade-off process described in FAR Part 15.101-1. The process permits tradeoffs between cost and technical evaluation criteria and allows the Government to accept other than the lowest cost offered.

(b) The Government will evaluate and assess the strengths and weaknesses of each Offeror's proposal with respect to the following four evaluation criteria, which are listed in order of relative importance: Criterion 1 - Approach; Criterion 2 - Staffing Plan and Program Manager Qualifications; Criterion 3 - Experience; Criterion 4 - Past Performance.

(c) Evaluation Criterion 1 - 4, when combined, are significantly more important than cost; however, cost will contribute substantially to the selection decision. The Government is more concerned with obtaining a superior Technical proposal (the four criteria) than making an award at the lowest total probable 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 Offeror's Technical Proposal over another. Thus, to the extent that Offerors' Technical Proposals are evaluated as close or similar in merit, the total probable cost is more likely to be a determining factor.

M003 EVALUATION CRITERIA (SEP 2008)

The Offeror's proposal will be evaluated against the evaluation criteria as they relate to the requirements of the solicitation.

(a) Criterion 1 - Approach (TAB 1)

Technical Approach: The Government will evaluate and assess the Offeror's understanding of the requirements and feasibility of the proposed technical approach associated with the PBWS requirements identified for this Criterion in Section L. The Government will also evaluate and assess whether the Offeror's technical approach demonstrates a thorough understanding of any technical risks and the Offeror's approach to avoid or minimize those risks.

(b) Criterion 2 - Staffing Plan and Program Manager Qualifications (TAB 2):

(A) Staffing Plan: The Government will evaluate and assess the Offeror's approach to ensuring sufficient staffing and appropriate mix of skills are available throughout contract performance to successfully perform the PBWS. Additionally, the plan will be evaluated to assess the

Offeror's ability to assign the appropriate mix of skills to ensure continuity, timeliness, and successful accomplishment of the effort during workload fluctuation periods.

(B) Program Manager Qualifications: The Government will evaluate and assess whether the Program Manager has the education and relevant experience to effectively execute the duties and responsibilities considering the nature, size, and scope of the work required in the PBWS. The proposed Program Manager will not be considered if not currently employed by the Offeror unless a signed letter of intent has been submitted with their resume.

(c) Criterion 3 - Experience (TAB 3)

Experience is the measure of the (1) similarity of previous work performed by the Offeror to that to that required in this solicitation and (2) the extent to which the Offeror has performed such work. The Government will evaluate and assess the timeliness, relevance, and depth of the Offeror's experience as it relates to performing the PBWS. The Government may use information with the Offeror's proposal and other information, including reference checks, as part of this evaluation.

(d) Criterion 4 - Past Performance (TAB 4)

Past performance is the measure of how well the Offeror has performed work similar to that required in this solicitation. The Government will evaluate and assess the information from the Past Performance Questionnaires; the self-assessment information submitted by the Offeror for Criterion 3, and any relevant past performance information the Government may obtain from other sources, to determine the degree to which the past performance demonstrates the Offeror's ability to successfully perform the PBWS (including, but not limited to, Offeror's historic ability to recruit and retain personnel and ensure all required personnel are available for contract start-up). If the Offeror does not have a record of relevant past performance information on contracts similar to the PBWS, or past performance information is otherwise not available, the Offeror will not be evaluated favorably or unfavorably on past performance and will be assigned a neutral rating.

M004 COST PROPOSAL (SEP 2008)

The Government will evaluate the cost proposal for price reasonableness and cost realism. The cost proposal will not be point scored or adjectivally rated. However, the Government will determine probable cost in accordance with FAR 15.404-1(d) and use it to determine the best value in accordance with M002 of this Section M. The probable cost is the sum of the probable cost (including all fees) for the basic period of performance and all option efforts.

An offeror's proposed estimated cost is not presumed to accurately reflect probable cost. The Offeror has the responsibility to fully document its cost proposal and provide clear traceability to the Offeror's technical proposal. The failure to provide such documentation or traceability may result in an upward adjustment in probable cost.

An unrealistic or unreasonable cost proposal also 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.