

Solicitation No. 89243223RNE000031
High-Assay, Low-Enriched Uranium (HALEU) Enrichment Acquisition – IDIQ RFP

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Section B - Supplies or Services/Prices

B.1 SERVICES BEING ACQUIRED

The Contractor shall furnish all personnel, facilities, equipment, materials, supplies and services set forth in this contract and any Task Order (TO) furnished by the Contracting Officer (CO) and otherwise do all things necessary for, or incidental to, the performance of TOs issued under this contract to accomplish the objectives and requirements of Section C, Performance Work Statement (PWS). All requirements and work under this contract will be specified through issuance of TOs and authorized by the CO as detailed in Section H.

The Department of Energy (DOE), Office of Nuclear Energy's needs vary significantly, and DOE will issue TOs to meet those needs. Each TO will describe the type of work to be performed with associated work products or deliverables, the due date(s) of the work products and deliverables, the quality requirements, and any unique requirements for the TO. There will not be a maximum limit on the cost/price for each TO in the IDIQ contract and the cost/price range of each TO could vary significantly; however, the overall contract ceiling is \$2,700,000,000. TOs will be issued after consideration of and in accordance with National Environmental Policy Act of 1969 (NEPA) requirements.

B.2 TYPE OF CONTRACT

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) contract (the Contract). Work performance will occur via issuance of TOs. Individual TOs will specify whether work is to be done on a Time & Materials (T&M), Cost Plus Fixed Fee (CPFF) and/or Firm Fixed Price (FFP) basis in accordance with B.4 below. Depending on the contract type applied (e.g., FFP, T&M) to a specific TO, the Contractor will be subject to the contract clauses and requirements in the IDIQ contract applicable to that pricing arrangement.

The IDIQ contract period of performance consists of one period of ten years. TOs may include option periods.

B.3 AUTHORITY

Section 2001(a) of the Energy Act of 2020 directs the Secretary of Energy to “establish and carry out, through the Office of Nuclear Energy, a program to support the availability of high-assay, low-enriched uranium, or HA-LEU for civilian domestic research, development, demonstration, and commercial use” including by developing “the capability to acquire or provide HA-LEU” to be made available to members of a consortium established under Section 2001(a). Further, the Nuclear Fuel Security Act of 2023, among other things, seeks to expeditiously increase domestic production of HALEU to meet the needs of advanced nuclear reactor developers and the consortium established under Section 2001(a) of the Energy Act of 2020. Additional authority for this acquisition derives from the Atomic Energy Act of 1954, as amended, and section 646 of the Department of Energy Organization Act.

B.4 CONTRACT LINE ITEMS

Each TO will include a cost or price based on the Contractor's proposal for the TO (see Section H.8, Ordering Under a Multiple Award Contract) and the requisite clauses depending on the TO type (Contract Line-Item Numbers (CLINs)) (including but not limited to the following CLINs).

For T&M work, the contractor shall use the labor categories and fully burdened rates as per Attachment J-A, T&M Rates.* Rates included in Attachment J-A are binding and apply to each prime contractor, each subcontractor, teaming partner, and/or joint venture partner.**

For CPFF TO work, the contractor shall not exceed the fee as proposed in Attachment J-B, CPFF Fixed Fee**. Other direct costs, materials and travel will be either competitively proposed by the contractor as agreed to by DOE on individual TOs, or as mutually agreed on prior to issuance of a TO.

*During contract performance it may be necessary to add additional labor rates and labor category descriptions. If this occurs, such additional labor rates and labor category descriptions are subject to negotiation by the parties. Attachment J-C, Labor Category Descriptions has the labor category, descriptions, and qualifications.

**the contractor may use rates or fee lower than those established on the master IDIQ contract for individual TOs, but should clearly notify the contracting officer in its TO proposal when doing so.

Fill-ins will be completed at the TO level:

CLIN 001. DOE-B-2006 FIRM-FIXED-PRICE TASK ORDER (Oct 2014) (Revised).

(1) This is a Firm-Fixed-Price Task Order. The Contractor shall provide the following services at the following firm-fixed unit prices:

[Insert Listing of Firm-Fixed-Price for the supplies or services]

(2) Payments of the Task Order's Firm-Fixed-Price will be made in accordance with [insert instructions for payment or title of applicable Task Order clause addressing payment].

CLIN 002. DOE-B-2008 TIME-AND-MATERIALS CONTRACT (OCT 2014)

(a) This is a time-and-materials Task Order. The Contractor shall provide the direct-productive-labor-hours (DPLH) at the fixed-hourly rates shown below by performing entity:

(1) For work performed by the Contractor's employees, the following labor categories, DPLH and fixed labor rates shall apply:

[FILLIN#1#Table insert applicable information in table to include CLIN Number, Labor Category, Fixed Hourly Rate, DPLH and Total Amount or in an appendix in Section J or N/A]

(2) For work performed by subcontractor employees, the following labor categories, DPLH and fixed labor rates shall apply:

[FILLIN#2#Table insert applicable information in table to include CLIN Number, Labor Category, Fixed Hourly Rate, DPLH and Total Amount or in an appendix in Section J or N/A]

(3) For work performed by a division/subsidiary/affiliate of the Contractor, the following labor categories, DPLH and fixed labor rates shall apply:

[FILLIN#3#Table insert applicable information in table to include CLIN Number, Labor Category, Fixed Hourly Rate, DPLH and Total Amount or in an appendix in Section J or N/A]

(b) The Contractor shall be reimbursed for the cost of materials, supplies, equipment, travel, or other direct costs in accordance with the applicable cost principles contained in the contract clause at FAR 52.216-7, Allowable Cost and Payment. The estimated cost of materials, supplies, equipment, travel, or other direct costs for this contract is [FILLIN#4#insert estimated cost].

(c) The total ceiling price of this TO is [FILLIN#5#insert total for DPLH plus materials, etc. or separately as applicable].

(d) Payment for the DPLH provided and materials, supplies, equipment, travel, or other direct costs, if any, shall be made in accordance with [FILLIN#6#insert instructions for payment or title of applicable contract clause addressing payment]

(End of Clause)

CLIN 0003. DOE-B-2001 COST-PLUS-FIXED-FEE CONTRACT: TOTAL ESTIMATED COST AND FIXED FEE (OCT 2014)

(a) This is a Cost-Plus-Fixed-Fee type Task Order. In accordance with the clause at FAR 52.216-8, Fixed Fee, the total estimated cost and fixed-fee for this contract are as follows:

Total Estimated Cost [FILLIN#1#insert total estimated cost]

Fixed Fee [FILLIN#2#insert fixed fee]

(b) The Total Estimated Cost and Fee of the contract, and/or the Total Estimated Cost and Fee of the Contract Line Items, is as follows:

[FILLIN#3#insert, if any, line-item nos. and associated amounts for cost and fee]

(c) Payment of fee will be made in accordance with [FILLIN#4#insert instructions for fee payment or title of applicable contract clause addressing payment]

(End of Clause)

B.5 MINIMUM ORDERING GUARANTEE

For the contract’s duration, the minimum ordering guarantee established for the contract is: \$2,000,000. This minimum ordering guarantee will guarantee payment for work under this IDIQ; however, in no event shall the minimum ordering guarantee be used to fund work, in advance of the completion of NEPA (including issuance of a DOE Record of Decision), that would have an adverse environmental impact or limit the choice of reasonable alternatives. The minimum ordering guarantee funds may be used in advance of completion of NEPA only for work DOE determines to be allowable interim actions under NEPA. (See Section H.)

B.6 CONTRACT DOLLAR CEILING

The total contract ceiling for this IDIQ is \$2,700,000,000 for all TOs cumulatively awarded.

B.7 FUNDING

The issuance of each individual TO under this contract will obligate specific funding currently appropriated to the DOE for the work to be completed. DOE intends to make commitments for purchases under this award and the deconversion services acquisition (Contract No. TBD) within amounts provided by section 50173(a) of the Inflation Reduction Act, Pub. L. No. 117-169 (2022). If future appropriations become available, including appropriations to carry out the objectives of the Nuclear Fuel Security Act of 2023, DOE will consider future TOs depending on enriched uranium programmatic needs and other considerations.

The Contractor must not otherwise assume authorization to incur costs chargeable to this contract other than a funding obligation action associated with a specific TO or modification.

T&M and CPFF TOs are subject to the Section I clauses concerning either the FAR 52.232-20 “Limitation of Cost” clause, if the TO is fully funded, or the FAR 52.232-22 “Limitation of Funds” clause if the TO is incrementally funded.

FFP TOs will be fully funded at time of issuance.

B.8 DOE-B-2015 TASK ORDER FEE CEILING (OCT 2014)

- (a) The fee amount, specified as a percentage, is [FILLIN#1#insert a fee percentage] for cost-plus-fixed-fee type Task Orders and shall serve as the fee ceiling for all cost-plus-fixed-fee Task Orders issued under the contract.

- (b) The fee amount for each Task Order will be established in each individual Task Order. The Contractor may propose whatever fee amount it determines appropriate for the individual task order, provided that the fee amount as a percentage of the estimated cost of each proposed Task Order does not exceed the fee percentage ceiling for cost-plus-fixed-fee or cost-plus-award-fee Task Orders, as specified above. For cost-plus-award-fee Task Orders, the fee ceiling percentage applies to the total of the amount proposed for base fee plus award fee.

- (c) The fee ceiling percentage shall at no time exceed any statutory limitations imposed by 10 U.S.C. 2306(d), 41 U.S.C. 254(b), and FAR 15.404-4(b)(4)(i).

(End of Clause)

Section C – Performance Work Statement

C.1 INTRODUCTION

The DOE seeks to establish a reliable supply chain for HALEU, including a domestic enrichment capability. To accomplish this goal, DOE plans to issue two actions. This action covers DOE’s planned acquisition of HALEU as uranium hexafluoride (UF₆) (enriched up to <20% by weight in the isotope uranium-235). Incident to this planned acquisition of HALEU UF₆, DOE would also require that the enricher(s) store the HALEU UF₆ at its facility(ies) and provide transportation of the HALEU UF₆ stored at the enrichment facility(ies) to the deconversion facility(ies) (if not co-located with the enrichment facility). All such enrichment and subsequent storage must occur in a physical location within the continental United States.

Enriched UF₆ must be deconverted to other forms, like oxide or metal, before it can be fabricated into HALEU fuel or put to other use. The requirement to deconvert the enriched UF₆ is excluded from this contract and will be obtained under another contract intended to be issued under the following solicitation:

<https://www.fedconnect.net/FedConnect/default.aspx?ReturnUrl=%2fFedConnect%2f%3fdoc%3d89243223RNE000033%26agency%3dDOE&doc=89243223RNE000033&agency=DOE>



- Enrichment may be performed in one or more steps/locations.

C.2 REPORTS

Contractor shall prepare and submit reports in accordance with this Performance Work Statement (PWS) and as specified in individual task or delivery orders to be issued hereunder, and as specified in other clauses in the contract.

C.3 BACKGROUND

Section 2001(a) of the Energy Act of 2020 charges the Secretary of Energy with establishing and carrying out a program to support the availability of HALEU for civilian domestic research, development, demonstration, and commercial use including by acquiring HALEU for the purpose of selling or otherwise distributing it to members of the HALEU Consortium (<https://www.energy.gov/ne/us-department-energy-haleu-consortium>), also established under section 2001, for purposes of civilian domestic demonstration and commercial use. Additionally, the Nuclear Fuel Security Act of 2023 seeks to expeditiously increase domestic production of HALEU to meet the needs of advanced nuclear reactor developers and the consortium

established under Section 2001(a) of the Energy Act of 2020. Although some advanced reactor technologies are currently under development, there is no domestic commercial source of HALEU available to fuel them. The lack of such a source could impede both the demonstration of these technologies being developed and the development of future advanced reactor technologies. As a remedy, DOE aims to establish a temporary domestic demand for HALEU to stimulate a diverse, domestic commercial supply that would ultimately lead to a competitive HALEU market and a more certain domestic HALEU demand.

DOE has determined that the domestic capability to enrich uranium as UF_6 up to <20% by weight of the isotope uranium-235 is required as part of the temporary HALEU demand it aims to establish. DOE seeks to acquire such material, which, as stated above, must be enriched and stored by the enricher(s) at a physical location in the continental United States. HALEU products must meet the most current version of the applicable ASTM HALEU specifications.

DOE's overall uranium strategy covers a variety of enriched uranium programmatic needs, including civilian and commercial needs supported by the Office of Nuclear Energy and national security, nonproliferation, and defense needs supported by the National Nuclear Security Administration's (NNSA) Defense Programs, Defense Nuclear Nonproliferation, and Naval Reactors programs. DOE's HALEU Availability Program implements Section 2001 of the Energy Act of 2020 (42 U.S.C. 16281), with the objective to support the availability of HALEU for civilian domestic research, development, demonstration, and commercial use. Also, the Nuclear Fuel Security Act of 2023 seeks to expeditiously increase domestic production of HALEU. DOE seeks to engage with industry and stimulate the establishment of a reliable supply chain for HALEU for civilian and commercial use, including a domestic deconversion capability and a possible pathway for other DOE missions that have clear basic requirements but are not yet ready for implementation. Support of NNSA missions will not be required as a part of this contract.

No TOs will be issued for work or federal funding allowed for work unless such work is determined, by DOE, to be an allowable interim action under NEPA or NEPA has been completed (including issuance of a DOE Record of Decision). This IDIQ contract will assign work on a TO basis. As subsequent work is assigned to the contract by individual TOs, the cost, schedule, and scope will be negotiated for each task and approved by the Contracting Officer (CO).

C.4 OBJECTIVES

The objectives of this PWS are further described below in section C.5. In sum, DOE aims to acquire enriched HALEU UF_6 and other associated services, such as transportation and storage. It is declared to be the policy of the United States to eliminate the causes of certain substantial obstructions to the free flow of commerce by encouraging the practice and procedure of collective bargaining and by protecting the exercise by workers of full freedom of association. DOE-NE wishes to minimize the negative impacts to union jobs, non-union workforce, and other existing skilled workforce, while preventing adverse human health, environmental, social, economic, and other impacts to communities and other demographics that could potentially be

affected by the acquisition of enriched HALEU. Such impacts may be direct, indirect, or cumulative. This Contract supports DOE and Congressional objectives outlined in Section 2001 of the Energy Act of 2020 as well as the Nuclear Fuel Security Act of 2023. In addition, this acquisition requires that best efforts be used to promote policies that advance environmental justice and spur economic opportunity for all, including for underserved and disadvantaged communities, such as through the Justice40 Initiative created by Executive Order 14008 on *Tackling the Climate Crisis at Home and Abroad*. More information on the implementation of these policies can be found at: [DOE’s Office of Economic Impact and Diversity, https://www.energy.gov/diversity/energy-justice-dashboard-beta](https://www.energy.gov/diversity/energy-justice-dashboard-beta), version 1.0 of the [Climate and Economic Justice Screening Tool \(CEJST\)](#), and the [White House’s Justice40 Initiative](#), and [Justice40 Interim Implementation Guidance M-21-28](#), [Justice40 Interim Implementation Guidance](#) along with its addendum ([addendum M-23-09 \(whitehouse.gov\)](#)).

Through supporting this initiative, contractors will be more successful if equity and justice principles, community engagement, and partnership development are integrated. For example, failing to meaningfully engage with communities and stakeholders has been a contributing factor to delays or cancellations of energy and carbon management projects in the past. However, with meaningful engagement, communities and stakeholders can be project partners whose questions and concerns can improve overall project outcomes. This is clear from feedback obtained from DOE stakeholders, requests for information, published research, and information obtained from DOE project work.

C.5 SCOPE

The location requirements and new capacity considerations for this PWS are detailed in Table 1, below. In sum, enrichment by the enricher(s) for HALEU must occur in the continental United States. Although DOE prefers mining/milling and conversion also to occur in the United States, DOE will consider other countries within or outside North America that are allies or partners of the United States. While this contract is expected to reinforce the resumption of conversion services domestically, it is recognized that new or restored uranium conversion capacity may result.

Process	Location Preference	New Capacity Consideration
Mining/Milling	US preferred, North America next preferred, allied or partner nations next preferred	Existing capacity preferred
Conversion	US preferred, North America next preferred, allied or partner nations next preferred	New or Restored Capacity preferred
Enrichment (Natural up to <5%)	US preferred, allied or partner nations next preferred	New Capacity preferred
Enrichment (>5% up to <20%)	US only	No Preference

Table 1

The feed uranium for enrichment to HALEU UF₆ must have been mined and converted, and not come from a source that was recycled or reprocessed. However, the use of tails will not be restricted. The HALEU UF₆ enrichment production capacity used to supply DOE with HALEU UF₆ under this contract shall not negatively impact the existing baseline uranium production capacity currently supplying the U.S. domestic nuclear industry.

This PWS provides top-level scope and objectives of the IDIQ contract. Due to the complex and broad nature of the work required, individual TOs will provide sufficient scope, definition, and specifications for that portion of the work. Given the overall goal of the action, scope under this contract may include, but is not limited to, the following types of work:

- provide engineering data and environmental information needed for NEPA compliance to inform DOE or the Nuclear Regulatory Commission's (NRC) decision;
- obtain NRC licenses, certifications, permits, and all other approvals necessary, including safeguards and security requirements;
- technology identification, development, and design needed for HALEU production and storage;
- engineering, fabrication, and testing of facilities, equipment and supplies necessary for HALEU production;
- provide enriched HALEU product as defined in C.5 Table 1;
- design, engineering, fabrication, and testing of facilities; provide feedstock, equipment and supplies, including packaging for HALEU products;
- provide resources, services, and deliverables necessary for initial startup and continued operation and maintenance;
- coordinate, develop, and/or execute all aspects of transportation for HALEU including, but not limited to, the acquisition of shipping containers, route planning, route approvals, Department of Transportation (DOT) permits, community engagement, emergency planning, scheduling, real time monitoring, lifting and handling, qualifications, licensing, and shipping;
- provide enriched HALEU UF₆ to an enrichment level defined in the TO;
- subcontract for goods and services necessary for the HALEU production, storage, and transportation;
- communication services, including public relations and stakeholder interactions;
- provide analysis and strategies for regulatory requirements;
- provide logistics support to DOE as required;
- support DOE in interactions with all stakeholders, including Tribes, Federal agencies, states, local governments, and other public outreach programs;
- interface, as necessary, with other contractors involved in the HALEU supply chain;
- perform safety analyses and other trade-off studies;
- provide value engineering and other studies that may include storage, performance, configuration, process modeling, logistics, etc.
- Once accepted by the Government, the HALEU UF₆ material under this contract is Government property. This HALEU is to be stored in the Contractor's NRC-licensed HALEU storage facility and shall be managed in accordance with the requirements of the NRC license and this contract, including the FAR property clauses included in Section I.;

Additional information may be identified by the Contractor or required by the Government at the individual TO level.

The Contractor shall furnish all the necessary management, labor, supplies, materials, technical expertise, licensing, permits, transportation, construction, facilities, and equipment necessary to accomplish this PWS. This includes providing personnel, including the proper skill mix, experience; and required number of qualified personnel required to accomplish work tasks; providing materials necessary, including supplies, spares, tools, and test equipment, consumables, hardware, software, automatic data processing equipment, documentation, and other applicable properties; providing facilities, including any needed administrative and work spaces; organizational processes, including needed internal controls, management oversight; and support to the DOE mission regarding the production of enriched uranium products described in this PWS.

The NRC is the legal regulatory authority with respect to the commercial production, possession, storage, and management of HALEU in the United States. DOE nuclear safety and safeguards and security orders do not apply to this contract.

The Contractor must establish a program management system that provides accurate and timely schedule and performance information throughout the life of the contract. The Contractor shall maintain a single management focal point with decision authority and maintain a supporting program management system to accomplish the administrative, managerial, financial, and technical aspects of the contract.

The CO reserves the right to request a risk mitigation plan for mitigating the major risks identified in individual TOs. The plan shall outline the major risks that must be overcome when executing the proposed program concept.

To the maximum extent practicable, the Contractor must utilize commercial standards and procedures in achievement of contract work, unless otherwise directed in laws, regulations, or in specific TOs.

C.6 REQUIRED SKILLS AND EXPERTISE

Each TO in this contract will describe any unique and/or specific skills and expertise that may be required. In general, this contract will require skills and expertise in engineering of all disciplines, nuclear safety basis development, nuclear operations, radiological controls, nuclear facility startup, environmental sciences including permitting, NEPA, technology development, regulatory and legal affairs, communications and public affairs, NRC licensing, transportation, site characterization expertise, project management and planning, procurement and acquisition services, value engineering, systems engineering, safety, security, and quality assurance. DOE is not responsible for training contractor personnel.

C.7 SECURITY CONSIDERATIONS

The Contractor shall comply with all applicable laws and regulations regarding security, including export control, as defined in each TO. Security requirements will be under NRC regulation. The Contractor may be required to have staff with NRC personnel security clearances. Facility, material, and transportation security requirements are defined in the applicable NRC and other regulations. Additional information regarding security requirements for each TO will be provided in the Contract Security Classification Specification (CSCS).

Workforce requirements for operational staffing are defined in the applicable NRC regulations.

C.8 DOE NATIONAL LABORATORY INTERFACE

The Contractor may be required at times to interface with DOE's National Laboratory system or other Government facilities. The CO or COR may determine, on a task-by-task basis, whether an interface agreement is necessary. The interface agreement shall define how the Contractor and National Laboratory work together cooperatively to clearly: 1) define, demarcate, and document work control boundaries; 2) define and document roles and responsibilities; and 3) define and document practices and procedures applicable at work control boundaries.

If any Contractor work takes place at a National Laboratory site or other Government facility, the Contractor shall abide by any local tenant manuals and area procedures that apply to their work activities.

C.9 ENVIRONMENTAL, SAFETY, AND HEALTH (ES&H) CONSIDERATIONS

Any specific or special ES&H considerations shall be identified on a TO basis. The NRC will be the regulatory authority for the design, licensing, and operation of the HALEU enrichment activities under this contract. This includes environmental, safety and health of workers and the public associated with the nuclear operations. NEPA requirements will be addressed by both DOE and the NRC (for site-specific actions), and any other agencies, as required. The Contractor must also obtain all required permits, licenses, and other applicable certifications required for the construction and operation of all phases of the HALEU production activities. The Contractor shall be responsible for complying with all applicable State, Local, and Federal ES&H laws, and regulations. The Contractor is responsible for all costs of fines and penalties resulting from violations of, or failure of the Contractor to comply with, Federal, State, local, or foreign laws and regulations.

C.10 WORK LOCATION

Work location shall be consistent with the location preference defined in C.5, Table 1. Enrichment from 5% up to 20% and storage of enriched product are required to be in the

continental U.S. If any specific work locations are required, they will be defined by the individual TO.

C.11 TRAVEL

Specific travel requirements will be defined in each TO.

C.12 COMMUNICATIONS

The Contractor may not publish or otherwise make publicly available the results of the work conducted under TOs in accordance with DOE-H-2048.

C.13 CONTRACT INFORMATION, DATA, AND DELIVERABLES

Unless otherwise specified in individual TOs to be issued hereunder, all data deliverables under the contract shall be submitted in an electronic format. File sharing sites or other web-based systems may be used to provide deliverables, providing they have adequate security to protect the information from accidental release. Final data deliverables shall be free of grammatical and format errors.

C.14 GOVERNMENT FURNISHED INFORMATION (GFI)

GFI, as applicable, will be specified in individual TOs. The Government will normally provide GFI needed to support the individual TOs performance in digital format. The Contractor is responsible for assuring the completeness and correctness of the data before performance and completion of the individual TOs. Required data types, formats, and transmission media will be specified by the individual TOs.

C.15 GOVERNMENT FURNISHED MATERIALS / EQUIPMENT AND FACILITIES

Government Furnished Material (GFM) and Government Furnished Equipment (GFE) are not expected to be provided under this contract. However, GFM and GFE, if applicable, will be specified in individual TOs. In such cases, the GFM and GFE clauses at Section I of this contract may be supplemented by specific delivery and disposition instructions provided in the corresponding individual TOs. Additionally, if Government facilities are provided, they will be specified in the individual TOs. The COR will work with the Contractor to provide access to all Government-furnished information, facilities, material, equipment, services, etc., as required to accomplish each of the individual TOs. The Contractor shall provide the necessary documentation to gain access to sensitive or proprietary data.

C.16 QUALITY ASSURANCE REQUIREMENTS

The HALEU production process will be regulated by the NRC. All design, construction, and operation necessary for HALEU production are the responsibility of the contractor and shall be conducted in accordance with the quality requirements specified by the NRC regulations. The Contractor shall maintain the appropriate NRC-approved Quality Assurance Program for performance of this contract.

A Quality Assurance Surveillance Plan (QASP) may be required by the individual TO. The QASP may be provided by the Government, or the Contractor as defined in the individual TO. See FAR 46.4 for more information.

Section D - Packaging and Marking

D.1 DOE-D-2001 PACKAGING AND MARKING (OCT 2014)

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

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

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

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

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

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

(End of Clause)

Section E - Inspection and Acceptance

E.1 INSPECTIONS AND ACCEPTANCE

Inspection and acceptance of all items under this contract as established in the individual TOs shall be accomplished by the Contracting Officer in accordance with the clauses listed in Section E.2 and E.3. If the Contracting Officer assigns this responsibility to the Contracting Officer's Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

E.2 CLAUSES INCORPORATED BY REFERENCE (IBR)

52.246-2 INSPECTION OF SUPPLIES-FIXED-PRICE (AUG 1996)
52.246-3 INSPECTION OF SUPPLIES-COST-REIMBURSEMENT (MAY 2001)
52.246-4 INSPECTION OF SERVICES--FIXED PRICE. (AUG 1996)
52.246-5 INSPECTION OF SERVICES-COST-REIMBURSEMENT (APR 1984)
52.246-6 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR. (MAY 2001)
52.246-14 INSPECTION OF TRANSPORTATION (APR 1984)
52.246-16 RESPONSIBILITY FOR SUPPLIES. (APR 1984)

E.3 CLAUSES INCORPORATED BY FULL TEXT

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

NRC-approved Quality Assurance Program as established in individual TOs.

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in-

- (1) Any subcontract for critical and complex items (see [46.203\(b\)](#) and (c)); or
- (2) When the technical requirements of a subcontract require-
 - (i) Control of such things as design, work operations, in-process control, testing, and inspection; or
 - (ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

52.246-15 CERTIFICATE OF CONFORMANCE. (APR 1984)

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

"I certify that on [insert date], the [insert Contractor's name] furnished the supplies or services called for by Contract No [] via [Carrier] on [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: []

Signature: []

Title: []

(End of clause)

Section F - Deliveries or Performance

F.1 PERIOD OF PERFORMANCE

The Contractor shall commence performance of this contract in accordance with the contract terms and conditions on TBD and continue through TBD.

F.2 DOE-F-2002 PLACE OF PERFORMANCE - SERVICES (OCT 2014)

The services specified by this contract shall be performed at the following location(s):

[Physical location within the continental United States TBD.

(End of Clause)

F.3 DELIVERABLES

Contractor shall prepare monthly status reports including a project narrative describing current work in progress, work that is about to begin, any potential issues or delays, and/or issues that may need government attention. The report shall track progress against funding, the schedule, and milestones contained in individual TOs.

Tasks may include specific deliverables. The required deliverables shall be identified for the Contractor in each TO. TOs shall be issued in accordance with Section H.

F.4 CLAUSES INCORPORATED BY REFERENCE (IBR)

52.242-15 STOP-WORK ORDER. (AUG 1989)
52.242-15 STOP-WORK ORDER – ALTERNATE I (APR 1984)
52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984)

Section G - Contract Administration Data

G.1 52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEPT 2019)

(a) In accordance with [41 U.S.C. 4106\(g\)](#), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Kelly Lemons

Phone: (208) 526-5453

E-mail: lemonskd@id.doe.gov

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of Clause)

G.2 DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014)

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

(a) Assign additional work within the general scope of the contract and/or Task Orders.

(b) Issue a change in accordance with the clause entitled Changes.

(c) Change the cost or price of the contract and/or Task Orders.

(d) Change any of the terms, conditions, specifications, or services required by the contract and/or Task Orders.

(e) Accept non-conforming work.

(f) Waive any requirement of the contract and/or Task Orders.

(End of Clause)

G.3 DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)

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

(End of Clause)

G.4 DOE-G-2003 CONTRACTOR'S PROGRAM MANAGER (OCT 2014)

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

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

(End of Clause)

G.5 DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014)

To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, title, and subject matter, and shall be subject to the following procedures:

(a) Technical correspondence. Technical correspondence shall be addressed to the Contracting Officer's Representative (COR) for this contract, and a copy of any such correspondence shall be sent to the Contract Specialist. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.

(b) Other Correspondence.

(1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to the Contract Specialist.

(2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24) or Standard Form 26 (Block 6), all correspondence, other than technical correspondence and correspondence regarding patent or rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the

Contract Specialist. Copies of all such correspondence shall be provided to the COR.

(3) Where a Government Contract Administration Office, other than DOE, is Designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the Contracting Officer and the COR.

(c) Information regarding correspondence addresses and contact information is as follows:

(1) Contract Specialist:

(A) Seth Fryar

(B) Telephone number: 208-526-6765

(C) Address: 1955 Fremont Ave, MS 1221, Idaho Falls, ID 83415

(D) Email address: fryards@id.doe.gov

(2) Contracting Officer:

(A) Trevor Bluth

(B) Telephone number: 208-526-3277

(C) Address: 1955 Fremont Ave, MS 1221, Idaho Falls, ID 83415

(D) Email address: bluthtm@id.doe.gov

(3) Contracting Officer's Representative:

(A) Garrett Kropp

(B) Telephone number: 208-526-2278

(C) Address: 1955 Fremont Ave, Idaho Falls, ID 83402

(D) Email address: kropp@id.doe.gov

(End of Clause)

G.6 DOE-G-2005 BILLING INSTRUCTIONS (APR 2020) ALTERNATE I (APR 2020)

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

(b) Contractors shall submit vouchers electronically through the DOE Office of Finance and Accounting's Vendor Invoicing Portal and Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning Contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.

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

Alternate I – solicitations and contracts that contemplate the award of a cost-reimbursement contract:

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

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

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

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

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

(D) The Direct Productive Labor Hours (DPLH) incurred during the current billing period must be shown and the DPLH summary completed, if applicable.

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

(F) If task orders or task assignments are issued under this contract, the Contractor must prepare a Statement of Cost for each task order work assignment and a summary for the total invoiced cost.

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

(A) Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended.

For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.), the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

- (B) Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included.
- (C) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.
- (D) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

(End of Clause)

G.7 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (NOV 2021)

- (a) The Contracting Officer will document the Contractor's performance under this contract (including any task orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information," available to authorized Government personnel seeking past performance information when evaluating proposals for award.
- (b) Contractor performance will be evaluated at least annually at the contract or task-order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) technical/quality, (2) cost control, (3) schedule, (4) management or business relations, and (5) small business subcontracting. Past performance information is available at <https://www.cpars.gov>. It is recommended that the Contractor take the overview training found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within fourteen (14) calendar days of the request.
- (c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and unique entity identifier, a single assessment will be prepared for the joint venture using its CAGE code and unique entity identifier. If the joint venture does not have a unique CAGE code and unique entity identifier, separate assessments,

containing identical narrative, will be prepared for each participating Contractor and will state that the evaluation is based on performance under a joint venture and will identify the Contractors that were part of the joint venture.

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

(End of Clause)

G.8 DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)

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

(End of Clause)

Section H - Special Contract Requirements

H.1 DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)

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

(End of Clause)

H.2 DOE-H-2022 CONTRACTOR BUSINESS SYSTEMS (OCT 2014)

(a) This clause only applies to fixed-price contract awarded to a large business on the basis of adequate price competition with or without submission of cost or pricing data; or covered contract that is subject to the Cost Accounting Standards under 41 U.S.C. chapter 15, as implemented in regulations found at 48 CFR 9903.201-1(a) and is not exempted at 9903.201-1(b)(1) through (14) (see the 48 CFR Appendix).

(b) Definitions. As used in this clause-

Acceptable Contractor business systems means Contractor business systems that comply with the terms and conditions of the applicable business system clauses listed in the definition of "Contractor business systems" in this clause.

Contractor business systems means-

- (1) Accounting system, if this contract includes the Section H clause Accounting System Administration;
- (2) Earned value management system, if this contract includes the Section H clause Earned Value Management System;
- (3) Estimating system, if this contract includes the Section H clause Cost Estimating System Requirements;
- (4) Property management system, if this contract includes the Section H clause Contractor Property Management System Administration; and
- (5) Purchasing system, if this contract includes the Section H clause Contractor Purchasing System Administration.

Significant deficiency, in the case of a Contractor business system, means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

(c) General. The Contractor shall establish and maintain acceptable business systems in accordance with the terms and conditions of this contract. If the Contractor plans to adopt any existing business system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements and criteria required in that specific business system clause.

(d) Significant deficiencies.

(1) The Contractor shall respond, in writing, within 30 days to an initial determination that there are one or more significant deficiencies in one or more of the Contractor's business systems.

(2) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the final determination as to whether the Contractor's business system contains significant deficiencies. If the Contracting Officer determines that the Contractor's business system contains significant deficiencies, the final determination will include a notice to withhold payments.

(e) Withholding payments.

(1) If the Contracting Officer issues the final determination with a notice to withhold payments for significant deficiencies in a Contractor business system required under this contract, the Contracting Officer will direct the Contractor, in writing, to withhold five percent from its invoices until the Contracting Officer has determined that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. The Contractor shall, within 45 days of receipt of the notice, either-

- (i) Correct the deficiencies; or
- (ii) Submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies. The plan shall contain-

- (A) Root cause(s) identification of the problem(s);
- (B) The proposed corrective action(s) to address the root cause(s);
- (C) A schedule for implementation; and
- (D) The name of the person responsible for the implementation.

(2) If the Contractor submits an acceptable corrective action plan within 45 days of receipt of a notice of the Contracting Officer's intent to withhold payments, and the Contracting Officer, in consultation with the auditor or functional specialist, determines that the Contractor is effectively implementing such plan, the Contracting Officer will direct the Contractor, in writing, to reduce the percentage withheld on invoices to two percent until the Contracting Officer determines the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination. However, if at any time, the Contracting Officer determines that the Contractor has failed to follow the accepted corrective action plan, the Contracting Officer will increase withholding and direct the Contractor, in writing, to increase the percentage withheld on invoices to the percentage initially withheld, until the Contracting Officer determines that the Contractor has

corrected all significant deficiencies as directed by the Contracting Officer's final determination.

(3) Payment withhold percentage limits.

(i) The total percentage of payments withheld on amounts due on this contract shall not exceed-

(A) Five percent for one or more significant deficiencies in any single Contractor business system; and

(B) Ten percent for significant deficiencies in multiple Contractor business systems.

(ii) If this contract contains pre-existing withholds, and the application of any subsequent payment withholds will cause withholding under this clause to exceed the payment withhold percentage limits in paragraph (e)(3)(i) of this clause, the Contracting Officer will reduce the payment withhold percentage in the final determination to an amount that will not exceed the payment withhold percentage limits.

(4) For the purpose of this clause, payment means invoicing for any of the following payments authorized under this contract:

(i) Interim payments under-

(A) Cost-reimbursement contracts;

(B) Incentive type contracts;

(C) Time-and-materials contracts; or

(D) Labor-hour contracts.

(ii) Progress payments to include fixed-price contracts.

(iii) Performance-based payments to include fixed-price contracts.

(5) Payment withholding shall not apply to payments on fixed-price line items where performance is complete, and the items were accepted by the Government.

(6) The withholding of any amount or subsequent payment to the Contractor shall not be construed as a waiver of any rights or remedies the Government has under this contract.

(7) Notwithstanding the provisions of any clause in this contract providing for interim, partial, or other payment withholding on any basis, the Contracting Officer may withhold payment in accordance with the provisions of this clause.

(8) The payment withholding authorized in this clause is not subject to the interest-penalty provisions of the Prompt Payment Act.

(f) Correction of deficiencies.

(1) The Contractor shall notify the Contracting Officer, in writing, when the Contractor has corrected the business system's deficiencies.

(2) Once the Contractor has notified the Contracting Officer that all deficiencies have been corrected, the Contracting Officer will take one of the following actions:

(i) If the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination, the Contracting Officer will direct the Contractor, in writing, to discontinue the payment withholding from invoices under this contract associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld that are not also being withheld due to other significant deficiencies. Any payment withholding under this contract due to other significant deficiencies, will remain in effect until the Contracting Officer determines that those significant deficiencies are corrected.

(ii) If the Contracting Officer determines that the Contractor still has significant deficiencies, the Contractor shall continue withholding amounts from its invoices in accordance with paragraph (e) of this clause, and not invoice for any monies previously withheld.

(iii) If the Contracting Officer determines, based on the evidence submitted by the Contractor, that there is a reasonable expectation that the corrective actions have been implemented and are expected to correct the significant deficiencies, the Contracting Officer will discontinue withholding payments, and release any payments previously withheld directly related to the significant deficiencies identified in the Contractor notification, and direct the Contractor, in writing, to discontinue the payment withholding from invoices associated with the Contracting Officer's final determination, and authorize the Contractor to bill for any monies previously withheld.

(iv) If, within 90 days of receipt of the Contractor notification that the Contractor has corrected the significant deficiencies, the Contracting Officer has not made a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause, the Contracting Officer will direct the Contractor, in writing, to reduce the payment withholding from invoices directly related to the significant deficiencies identified in the Contractor notification by a specified percentage that is at least 50 percent, but not authorize the Contractor to bill for any monies previously withheld until

the Contracting Officer makes a determination in accordance with paragraphs (f)(2)(i), (ii), or (iii) of this clause.

(v) At any time after the Contracting Officer directs the Contractor to reduce or discontinue the payment withholding from invoices under this contract, if the Contracting Officer determines that the Contractor has failed to correct the significant deficiencies identified in the Contractor's notification, the Contracting Officer will reinstate or increase withholding and direct the Contractor, in writing, to reinstate or increase the percentage withheld on invoices to the percentage initially withheld, until the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination.

H.3 DOE-H-2023 COST ESTIMATING SYSTEM REQUIREMENTS (OCT 2014)

(a) Definitions.

Acceptable estimating system means an estimating system that complies with the system criteria in paragraph (d) of this clause, and provides for a system that—

- (1) Is maintained, reliable, and consistently applied;
- (2) Produces verifiable, supportable, documented, and timely cost estimates that are an acceptable basis for negotiation of fair and reasonable prices;
- (3) Is consistent with and integrated with the Contractor's related management systems; and
- (4) Is subject to applicable financial control systems.

Estimating system means the Contractor's policies, procedures, and practices for budgeting and planning controls, and generating estimates of costs and other data included in proposals submitted to customers in the expectation of receiving contract awards or contract modifications. Estimating system includes the Contractor's—

- (1) Organizational structure;
- (2) Established lines of authority, duties, and responsibilities;
- (3) Internal controls and managerial reviews;
- (4) Flow of work, coordination, and communication; and
- (5) Budgeting, planning, estimating methods, techniques, accumulation of historical costs, and other analyses used to generate cost estimates.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

- (b) General. The Contractor shall establish, maintain, and comply with an acceptable estimating system.

- (c) Applicability. Paragraphs (d) and (e) of this clause apply if the Contractor is a large business to include a contractor teaming arrangement, as defined at 48 CFR 9.601(1), performing a contract in support of a Capital Asset Project (other than a management and operating contract as described at 917.6), as prescribed in DOE Order (DOE O) 413.3B, or current version; or a non-capital asset project and either—
 - (1) The total prime contract value exceeds \$50 million, including options; or
 - (2) The Contractor was notified, in writing, by the Contracting Officer that paragraphs (d) and (e) of this clause apply.

- (d) System requirements.
 - (1) The Contractor shall disclose its estimating system to the Contracting Officer, in writing. If the Contractor wishes the Government to protect the information as privileged or confidential, the Contractor must mark the documents with the appropriate legends before submission. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system requirements required in this clause.
 - (2) An estimating system disclosure is acceptable when the Contractor has provided the Contracting Officer with documentation no later than 60 days after contract award that—
 - (i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in preparing cost proposals; and
 - (ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the acceptability of the Contractor's estimating practices.
 - (3) The Contractor shall—
 - (i) Comply with its disclosed estimating system; and
 - (ii) Disclose significant changes to the cost estimating system to the Contracting Officer on a timely basis.

(4) The Contractor's estimating system shall provide for the use of appropriate source data, utilize sound estimating techniques and good judgment, maintain a consistent approach, and adhere to established policies and procedures. An acceptable estimating system shall accomplish the following functions:

- (i) Establish clear responsibility for preparation, review, and approval of cost estimates and budgets.
- (ii) Provide a written description of the organization and duties of the personnel responsible for preparing, reviewing, and approving cost estimates and budgets.
- (iii) Ensure that relevant personnel have sufficient training, experience, and guidance to perform estimating and budgeting tasks in accordance with the Contractor's established procedures.
- (iv) Identify and document the sources of data and the estimating methods and rationale used in developing cost estimates and budgets.
- (v) Provide for adequate supervision throughout the estimating and budgeting process.
- (vi) Provide for consistent application of estimating and budgeting techniques.
- (vii) Provide for detection and timely correction of errors.
- (viii) Protect against cost duplication and omissions.
- (ix) Provide for the use of historical experience, including historical vendor pricing information, where appropriate.
- (x) Require use of appropriate analytical methods.
- (xi) Integrate information available from other management systems.
- (xii) Require management review, including verification of compliance with the company's estimating and budgeting policies, procedures, and practices.
- (xiii) Provide for internal review of, and accountability for, the acceptability of the estimating system, including the budgetary data supporting indirect cost estimates and comparisons of projected results to actual results, and an analysis of any differences.

- (xiv) Provide procedures to update cost estimates and notify the Contracting Officer in a timely manner.
- (xv) Provide procedures that ensure subcontract prices are reasonable based on a documented review and analysis provided with the prime proposal, when practicable.
- (xvi) Provide estimating and budgeting practices that consistently generate sound proposals that are compliant with the provisions of the solicitation and are adequate to serve as a basis to reach a fair and reasonable price.
- (xvii) Have an adequate system description, including policies, procedures, and estimating and budgeting practices, that comply with the Federal Acquisition Regulation (48 CFR chapter 1) and Department of Energy Acquisition Regulation (48 CFR chapter 9).

(e) Significant deficiencies.

- (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
- (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's estimating system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
- (3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—
 - (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action; and
 - (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

(f) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(g) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's estimating system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of Clause)

H.4 DOE-H-2025 ACCOUNTING SYSTEM ADMINISTRATION (OCT 2014)

(a) Definitions. As used in this clause—

(1) Acceptable accounting system means a system that complies with the system criteria in Paragraph (c) of this clause to provide reasonable assurance that—

(i) Applicable laws and regulations are complied with;

(ii) The accounting system and cost data are reliable;

(iii) Risk of misallocations and mischarges are minimized; and

(iv) Contract allocations and charges are consistent with billing procedures.

(2) Accounting system means the Contractor's system or systems for accounting methods, procedures, and controls established to gather, record, classify, analyze, summarize, interpret, and present accurate and timely financial data for reporting in compliance with applicable laws, regulations, and management decisions, and may include subsystems for specific areas such as indirect and other direct costs, compensation, billing, labor, and general information technology.

(3) Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

(b) General. The Contractor shall establish and maintain an acceptable accounting system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its accounting system meets the system criteria in paragraph (c) of this clause no later than 60 days after contract award.

Failure to maintain an acceptable accounting system, as defined in this clause, shall result in the withholding of payments if the contract includes the Section H clause Contractor Business Systems, and also may result in disapproval of the system.

- (c) System criteria. The Contractor's accounting system shall provide for—
- (1) A sound internal control environment, accounting framework, and organizational structure;
 - (2) Proper segregation of direct costs from indirect costs;
 - (3) Identification and accumulation of direct costs by contract;
 - (4) A logical and consistent method for the accumulation and allocation of indirect costs to intermediate and final cost objectives;
 - (5) Accumulation of costs under general ledger control;
 - (6) Reconciliation of subsidiary cost ledgers and cost objectives to general ledger;
 - (7) Approval and documentation of adjusting entries;
 - (8) Management reviews or internal audits of the system to ensure compliance with the Contractor's established policies, procedures, and accounting practices;
 - (9) A timekeeping system that identifies employees' labor by intermediate or final cost objectives;
 - (10) A labor distribution system that charges direct and indirect labor to the appropriate cost objectives;
 - (11) Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account;
 - (12) Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of 48 CFR part 31, Contract Cost Principles and Procedures, and other contract provisions;
 - (13) Identification of costs by contract line item and by units (as if each unit or line item were a separate contract), if required by the contract;
 - (14) Segregation of preproduction costs from production costs, as applicable;
 - (15) Cost accounting information, as required—

- (i) By contract clauses concerning limitation of cost (48 CFR 52.232-20), limitation of funds (48 CFR 52.232-22), or allowable cost and payment (48 CFR 52.216-7); and
 - (ii) To readily calculate indirect cost rates from the books of accounts;
 - (16) Billings that can be reconciled to the cost accounts for both current and cumulative amounts claimed and comply with contract terms;
 - (17) Adequate, reliable data for use in pricing follow-on acquisitions; and
 - (18) Accounting practices in accordance with standards promulgated by the Cost Accounting Standards Board, if applicable, otherwise, Generally Accepted Accounting Principles.
- (d) Significant deficiencies.
- (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
 - (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's accounting system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
 - (3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—
 - (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action; and
 - (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination,

either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

- (f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's accounting system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of Clause)

H.5 DOE-H-2026 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (OCT 2014)

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

Acceptable purchasing system means a purchasing system that complies with the system criteria in paragraph (c) of this clause.

Purchasing system means the Contractor's system or systems for purchasing and subcontracting, including make-or-buy decisions, the selection of vendors, analysis of quoted prices, negotiation of prices with vendors, placing and administering of orders, and expediting delivery of materials.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

- (b) General. The Contractor shall establish and maintain an acceptable purchasing system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its purchasing system meets the system criteria in paragraph (c) of this clause no later than 60 days after contract award. Failure to maintain an acceptable purchasing system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

- (c) System criteria. The Contractor's purchasing system shall—

- (1) Have an adequate system description including policies, procedures, and purchasing practices that comply with the Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) and the Department of Energy Acquisition Regulation (48 CFR Chapter 9);

- (2) Ensure that all applicable purchase orders and subcontracts contain all flowdown clauses, including terms and conditions and any other clauses needed to carry out the requirements of the prime contract;
- (3) Maintain an organization plan that establishes clear lines of authority and responsibility;
- (4) Ensure all purchase orders are based on authorized requisitions and include a complete and accurate history of purchase transactions to support vendor selected, price paid, and document the subcontract/purchase order files which are subject to Government review;
- (5) Establish and maintain adequate documentation to provide a complete and accurate history of purchase transactions to support vendors selected and prices paid;
- (6) Apply a consistent make-or-buy policy that is in the best interest of the Government;
- (7) Use competitive sourcing to the maximum extent practicable, and ensure debarred or suspended contractors are properly excluded from contract award;
- (8) Evaluate price, quality, delivery, technical capabilities, and financial capabilities of competing vendors to ensure fair and reasonable prices;
- (9) Require management level justification and adequate cost or price analysis, as applicable, for any sole or single source award;
- (10) Perform timely and adequate cost or price analysis and technical evaluation for each subcontractor and supplier proposal or quote to ensure fair and reasonable subcontract prices;
- (11) Document negotiations in accordance with 48 CFR 15.406-3;
- (12) Seek, take, and document economically feasible purchase discounts, including cash discounts, trade discounts, quantity discounts, rebates, freight allowances, and company-wide volume discounts;
- (13) Ensure proper type of contract selection and prohibit issuance of cost-plus-a-percentage-of-cost subcontracts;
- (14) Maintain subcontract surveillance to ensure timely delivery of an acceptable product and procedures to notify the Government of potential subcontract problems that may impact delivery, quantity, or price;

- (15) Document and justify reasons for subcontract changes that affect cost or price;
- (16) Notify the Government of the award of all subcontracts that contain the 48 CFR Chapter 1 and 48 CFR Chapter 9 flowdown clauses that allow for Government audit of those subcontracts, and ensure the performance of audits of those subcontracts;
- (17) Enforce adequate policies on conflict of interest, gifts, and gratuities, including the requirements of the 41 U.S.C. chapter 87, Kickbacks;
- (18) Perform internal audits or management reviews, training, and maintain policies and procedures for the purchasing department to ensure the integrity of the purchasing system;
- (19) Establish and maintain policies and procedures to ensure purchase orders and subcontracts contain mandatory and applicable flowdown clauses, as required by the 48 CFR chapter 1, including terms and conditions required by the prime contract and any clauses required to carry out the requirements of the prime contract;
- (20) Provide for an organizational and administrative structure that ensures effective and efficient procurement of required quality materials and parts at the best value from responsible and reliable sources;
- (21) Establish and maintain selection processes to ensure the most responsive and responsible sources for furnishing required quality parts and materials and to promote competitive sourcing among dependable suppliers so that purchases are reasonably priced and from sources that meet contractor quality requirements;
- (22) Establish and maintain procedures to ensure performance of adequate price or cost analysis on purchasing actions;
- (23) Establish and maintain procedures to ensure that proper types of subcontracts are selected, and that there are controls over subcontracting, including oversight and surveillance of subcontracted effort; and
- (24) Establish and maintain procedures to timely notify the Contracting Officer, in writing, if-
 - (i) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of the work to be performed under the contract, task order, or delivery order. The notification shall identify the

revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

- (ii) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

(d) Significant deficiencies.

- (1) The Contracting Officer will provide notification of initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.
- (2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's purchasing system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this lack of response shall indicate that the Contractor agrees with the initial determination.
- (3) The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—
 - (i) Remaining significant deficiencies;
 - (ii) the adequacy of any proposed or completed corrective action; and
 - (iii) System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.
- (e) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the deficiencies.
- (f) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's purchasing system, and the contract includes the Section

H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of Clause)

H.6 DOE-H-2027 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (OCT 2014)

a. Definitions. As used in this clause—

Acceptable property management system means a property system that complies with the system criteria in paragraph (c) of this clause.

Property management system means the Contractor's system or systems for managing and controlling Government property.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Energy to rely upon information produced by the system that is needed for management purposes.

b. General. The Contractor shall establish and maintain an acceptable property management system. If the Contractor plans to adopt the existing system from the previous Contractor, the Contractor is responsible for the system and shall comply with the system criteria required in this clause. The Contractor shall provide in writing to the Contracting Officer documentation that its property management system meets the system criteria in paragraph (c) of this clause no later than 60 days after contract award. Failure to maintain an acceptable property management system, as defined in this clause, may result in disapproval of the system by the Contracting Officer and/or withholding of payments.

c. System criteria. The Contractor's property management system shall be in accordance with paragraph (f) of the contract clause at 48 CFR 52.245-1.

d. Significant deficiencies.

1. The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

2. The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's property management system. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing. In the event the Contractor did not respond in writing to the initial determination within the response time, this

lack of response shall indicate that the Contractor agrees with the initial determination.

3. The Contracting Officer will evaluate the Contractor's response or the Contractor's lack of response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning—

i. Remaining significant deficiencies;

ii. The adequacy of any proposed or completed corrective action; and

iii. System disapproval, if the Contracting Officer determines that one or more significant deficiencies remain.

e. If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

f. Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's property management system, and the contract includes the Section H clause Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(End of Clause)

H.7 DOE-H-2029 POSITION QUALIFICATIONS (OCT 2014)

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

(End of Clause)

H.8 DOE-H-2032 ORDERING UNDER A MULTIPLE AWARD CONTRACT (JUL 2017)

(a) The Government has awarded one IDIQ contract for the work specified in this contract. Periodically, the Contracting Officer may issue Requests for Task Order Proposals (RTP) and award task orders under this IDIQ contract, including that of the Contractor, pursuant to this clause. The Contractor shall not be paid for the costs of preparing task order proposals as a direct cost under this contract or any task order.

The Contracting Officer may issue task orders of the following types under the procedures set forth under this clause: [FFP, T&M, CPFF]

(b) The Contractor agrees that issuance of a task order in accordance with any of the procedures set forth in this clause is deemed to have provided the Contractor a "fair opportunity to be considered" as that phrase is used in Section 303J(b) of the Federal Property and Administrative Services Act of 1949, as amended.

(c) The Contracting Officer shall provide each contractor a fair opportunity to be considered for a task order exceeding \$3,500, unless one of the following exceptions applies:

(1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.

(2) Only one contractor is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.

(3) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(4) It is necessary to place an order to satisfy a minimum guarantee.

(5) For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the order be placed with a specified source.

(6) The order is set-aside for small business concerns.

(d) Procedures for Issuance of RTPs. The Contracting Officer will furnish the Contractor with an RTP which will include, at a minimum-

(1) A description of the required work, required deliverables, and place of performance;

(2) The anticipated performance period and/or delivery schedule;

(3) A description of the task order type;

(4) Any property, material, or services to be made available for performance of the order;

(5) Any other pertinent information, such as applicable Service Contract Act wage rates, site visit date, any requirements for cost or pricing data;

(6) The number of copies of the Contractor's proposal that need to be submitted in response to the RTP;

(7) A reasonable response time, and a common cut-off date for receipt of proposals and the place for submission of proposals;

(8) Basis for award of the Task Order; and

(9) For Task Orders exceeding \$5.5M, the following additional information will be provided:

(A) A notice that includes a clear statement of the task order requirements, and

(B) Disclosure of the significant factors or subfactors (if any) including cost or price that the agency will consider in evaluating proposals and their relative importance.

(C) The Contractor shall, within the time specified in the RTP, provide its proposal addressing the requirements as specified in the RTP.

(e) Procedures for Conducting Task Order Competition.

(1) Pre-proposal Conferences and Information Exchanges.

(A) If a pre-proposal conference is held or a draft RTP is issued, there will be an opportunity for submittal of relevant written questions and answers.

(B) Site visits are at the discretion of the Contracting Officer; if there is an opportunity for site visits, one week's notice will be provided to contractors.

(C) An RTP may request limited technical and/or limited cost information.

(2) After the submission of proposals, the following exchanges with contractors will not necessitate exchanges with all contractors:

(A) Limited exchanges to clarify (without permitting revisions) of certain aspects of proposals or to resolve minor or clerical errors.

(B) Obtaining written agreement from the Contractor for incorporation of commitments/statements proposed by the Contractor in technical or cost proposals.

(C) Obtaining agreement to limitations to such cost elements as indirect rates.

(D) Change in statutory fixed fee percentage.

(E) Adverse past performance information, substitutions of past performance references and any other matters pertaining to past performance.

(F) Questions pertaining to locating information in proposals.

(G) Requests for back-up to cost information.

(H) Questions and answers to questions concerning mathematical calculations.

(3) Revisions to proposals.

(A) The Contracting Officer, at his or her discretion, may-

(i) Limit the number of contractors that can submit revised proposals in response to an RTP;

(ii) Not request revisions from contractors who have submitted proposals that would require substantial or major revisions and/or if the initial proposal is determined to be technically unacceptable;

(iii) Conduct exchanges on limited aspects of a proposal and/or limit revisions to only specific parts of the technical or cost proposal based upon a determination that there is not a material impact to the other sections of the technical and cost proposal;

(iv) Limit negotiations and revisions to fee only; and

(v) Not provide information regarding all aspects of the evaluation of the Contractor's proposal and limit the information provided to only the deficiencies and/or significant weaknesses or significant cost issues.

(B) All contractors which have been requested to submit revisions will be provided a common date by which all revisions are to be submitted.

(C) Correction of minor errors or inconsistencies will not be considered a revised proposal subject to paragraph (3)(A) above.

(f) Basis for Award of Task Orders.

(1) An individual task order may be awarded on any one of the following:

(A) Award of the task order based substantially on cost/price.

(B) Award of the task order based on technical merit and quality being substantially more important than cost/price.

(C) Award of the task order based upon cost/price, technical merit, and quality being approximately equal.

(2) The Contractor's past performance on earlier task orders issued under the contract may also be considered for award of the task order under the RTP. Elements to be considered include, but are not limited to quality, timeliness and cost control. Information considered may include, but not be limited to, past performance information for the Contractor, teaming partner, and major or critical subcontractors. If a teaming partner or major or critical subcontractor has changed during the contract performance period, past performance information for that new entity shall be evaluated as part of the evaluation of the Contractor's proposal.

(3) The Contracting Officer may also consider the impact of other task orders placed with the Contractor in making the new task order award decision.

(g) The Contractor agrees, pursuant to 41 USC 4106, that the filing of a protest is not authorized in connection with the issuance or proposed issuance of a task order except for-

(1) A protest on the grounds that the task order increases the scope, period, or maximum value of a contractor's contract; or

(2) A protest of a task order valued in excess of \$10 million which may only be filed with the Government Accountability Office in accordance with the procedures at FAR 33.104.

(h) An ombudsman has been designated at the contracting activity awarding this contract to ensure that all contractors are afforded a "fair opportunity" to be considered for task or delivery orders pursuant to FAR 16.5. The purpose of the ombudsman is not to diminish the authority of the Contracting Officer, but to receive on behalf of and to communicate to the appropriate Government personnel concerns and disagreements of contractors not receiving a specific task and to work to resolve the matter. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the original selection of contractors or in the evaluation or determination of the issuance of task or delivery orders under this contract, does not act in the capacity of a Contracting Officer, and does not participate in the adjudication of contract disputes in regard to multiple award task or delivery order contracts awarded pursuant to FAR 16.5.

(End of Clause)

H.9 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in

controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

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

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

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

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

(End of Clause)

H.10 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)

The Government may award contracts to other contractors for work associated with this Contract. The Contractor shall cooperate fully with all other DOE contractors and Government employees as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or

permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

(End of Clause)

H.11 DOE-H-2037 NATIONAL ENVIRONMENTAL POLICY ACT (OCT 2014)

The work under this contract requires activities to be subject to the National Environmental Policy Act of 1969 (NEPA). The Contractor shall supply to DOE certain environmental information, as requested, in order for DOE to comply with NEPA and its implementing policies and regulations. Funds obligated under this contract shall only be expended by the Contractor on the activities set out below, unless the Contracting Officer modifies the listed activities or notifies the Contractor that NEPA requirements have been satisfied and the Contractor is authorized to perform the complete work required under the contract.

DOE's NEPA analysis will be conducted pursuant to the Council on Environmental Quality (CEQ) NEPA regulations at 40 CFR 1500 et seq., and the DOE NEPA implementing regulations at 10 CFR 1021. During pendency of the NEPA review and prior to the issuance of a Record of Decision, the Contractor may conduct certain interim activities in accordance with CEQ and DOE NEPA regulations at 40 CFR 1506.1 "Limitations on Actions During the NEPA Process" and 40 CFR 1502.2(f). DOE will not issue TOs for impermissible interim actions (i.e., an action taken prior to the DOE's completion of NEPA, including issuance of a Record of Decision, that would adversely affect the environment or limit the choice of reasonable alternatives.), nor will DOE authorize TOs for any activities that would prejudice DOE's selection of alternatives before making a final NEPA decision. Should the Contractor move forward with impermissible interim activities, the Contractor is doing so at the risk of not receiving federal funding. Any questions regarding the permissibility of specific actions must be submitted to the CO and COR in writing for assessment by the NEPA Compliance Officer (NCO).

Following the completion of DOE's NEPA process and the selection of an action alternative, DOE may issue Task Orders for any tasks under this IDIQ contract that are covered by DOE's NEPA decision. The NRC will be the regulatory authority, including project-specific NEPA, for the design, licensing, and operation of the HALEU enrichment, storage, and transportation operations under this contract. This includes environmental, safety and health of workers and the public associated with the nuclear operations. The IDIQ Contractor is required to support NRC's NEPA actions through the NRC licensing and certification processes, as identified in each Task Order. Ongoing Contractor NRC NEPA compliance will be required for specific actions and sites throughout the performance under this contract.

(End of Clause)

H.12 DOE-H-2038 NUCLEAR FACILITIES OPERATIONS (OCT 2014)

(a) The work under this contract includes the operation of nuclear facilities. The Contractor recognizes that such operations involve the risk of a nuclear incident which, while the chances are remote, could adversely affect the public's health and safety and the

environment. Therefore, the Contractor shall exercise a degree of care commensurate with the risks involved.

(b) As used in this clause, the term "nuclear materials" is a collective term which includes source material, special nuclear material, and those other materials to which the provisions of NRC regulations and licenses regarding the control of nuclear materials apply. The Contractor shall maintain current records and institute appropriate control measures for nuclear materials in its possession commensurate with the national security and NRC requirements. The Contractor shall make such reports and permits subject to inspection as DOE may require with reference to DOE-owned nuclear materials (delivered/stored HALEU product). The Contractor shall take all reasonable steps and precautions to protect such materials against theft and misappropriations and to minimize all losses of such materials.

(c) Transfers of DOE-owned HALEU product shall only be made with the prior written approval of the Contracting Officer, or authorized designee. The Contractor shall be responsible for the control of such nuclear materials in accordance with applicable NRC regulations and licenses.

(End of Clause)

H.13 DOE-H-2044 MATERIAL SAFETY DATA SHEET AVAILABILITY (OCT 2014)

In implementation of the clause at FAR 52.223-3, Hazardous Material Identification and Material Safety Data, the Contractor shall obtain, review and maintain a Material Safety Data Sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used; and maintain an accurate inventory and history of use of hazardous materials at each use and storage location. The MSDS shall conform to the requirements of 29 CFR 1910.1200(g).

(End of Clause)

H.14 DOE-H-2048 PUBLIC AFFAIRS - CONTRACTOR RELEASES OF INFORMATION (OCT 2014)

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the TO shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least [30] calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this [contract]. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

(End of Clause)

H.15 DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014)

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

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

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

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

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

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

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

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

(End of Clause)

H.16 DOE-H-2050 INCORPORATION OF SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014)

In accordance with the clause at FAR 52.219-9, Small Business Subcontracting Plan, Alternate II, the subcontracting plan contained in Section J, Attachment J-D – Small Business Subcontracting Plan, is hereby incorporated into and made a part of this contract.

(End of Clause)

H.17 DOE-H-2052 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR (OCT 2014)

The following additional contractor Representations, Certifications and Other Statements are hereby incorporated into the contract by reference:

[TBD - Name of the Representations, Certifications and Other Statements and Dates]

(End of Clause)

H.18 DOE-H-2056 ANNUAL INDIRECT BILLING RATES (OCT 2014)

(a) Pursuant to the clause at FAR 52.216-7, Allowable Cost and Payment,

indirect billing rates, revised billing rates(as necessary), and final indirect cost rate agreements must be established between the Contractor and the Department of Energy (DOE) for each of the Contractor's fiscal years for the life of the cost reimbursement type contract. These indirect rate agreements allow the Contractor to recover indirect expenses incurred during a fiscal year for which final indirect rates have not been established.

(b) Indirect billing and revised indirect billing rate proposals must represent the Contractor's best estimate of the anticipated indirect expenses to be incurred and the estimated allocation base for the current fiscal year in accordance with its approved accounting system. Revised billing rates allow the adjustment of the approved billing rates, based upon updated information, in order to prevent significant over or under billings.

(c) The establishment of rates for the reimbursement of independent research and development/bid and proposal costs shall be in accordance with the provisions of FAR Subpart 42.7, "Indirect Cost Rates," FAR 31.205-18, "Independent Research and Development and Bid and Proposal Costs," and DEAR 931.205-18, "Independent Research and Development (IR&D) and Bid and Proposal (B&P) Costs."

(d) Paragraph (e) below, identifies the requirements and process to be followed by the Contractor in establishing indirect rates for contracts when DOE is the Cognizant Federal Agency (CFA) and when DOE is not the CFA. Specific instructions for submittal of indirect rate proposals to agencies other than DOE must be obtained from the agency involved.

(e) Requirements whether or not DOE is the CFA.

(1) Allowability of costs and acceptability of cost allocation methods shall be determined in accordance with the applicable sections of FAR Part 30, Cost Accounting Standards, FAR Part 31 and DEAR 931, Contract Cost Principles and Procedures, in effect as of the date of this contract.

(2) Pending settlement of the final indirect expense rates for any period, the Contractor shall be reimbursed at billing rates approved by the CFA subject to acknowledgment by the cognizant DOE Contracting Officer. These billing rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled, either by mutual agreement or unilateral determination by the CFA subject to acknowledgment by the cognizant DOE Contracting Officer.

(3) The Contractor shall continue to use the latest DOE or CFA approved billing rate(s) which have been acknowledged by the cognizant DOE Contracting Officer until those rates are superseded by establishment of final rates or more current billing rates. In those cases where current billing rates have not been established, the latest

approved final rates shall be used for invoicing, unless it is determined by the cognizant DOE Contracting Officer that use of said rates would not provide for an equitable recovery of indirect costs. In those instances, the cognizant DOE Contracting Officer will take whatever steps are necessary to establish rates that DOE considers to be reasonable for billing purposes.

(End of Clause)

H.19 DOE-H-2058 DESIGNATION AND CONSENT OF MAJOR OR CRITICAL SUBCONTRACTS (OCT 2014) - ALTERNATE I (OCT 2014)

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

TBD

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

(c) In the event that the Contractor proposes to use a new, or replace, one or more of the approved major or critical subcontractors identified in paragraph(a) above in performance of an individual Task Order, the Contractor shall provide advance notification to, and obtain consent from the cognizant Contracting Officer notwithstanding any other terms and conditions of the contract. Consent of these subcontracts is retained by the cognizant Contracting Officer for the Task Order and will not be delegated. The requirements of this paragraph(c) apply when the Contractor proposes the use of a new major or critical subcontractor either prior to or subsequent to the award of the individual Task Order. The Contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed major or critical subcontractor and any other information requested by the cognizant Contracting Officer. Consent may be provided on a one-time basis only and should not be construed as authorizing the use of the new major or critical subcontractor on future Task Orders.

(End of Clause)

H.20 DOE-H-2061 CHANGE ORDER ACCOUNTING (OCT 2014)

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

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

(End of Clause)

H.21 DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014)

The Contractor shall comply with the following:

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

H.22 DOE-H-2075 PROHIBITION ON FUNDING FOR CERTAIN NONDISCLOSURE AGREEMENTS (OCT 2014)

The Contractor agrees that:

- (a) No cost associated with implementation or enforcement of nondisclosure policies, forms or agreements shall be allowable under this contract if such policies, forms or agreements do not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to:
 - (1) classified information,
 - (2) communications to Congress,
 - (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or
 - (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”
- (b) The limitation above shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (c) Notwithstanding the provisions of paragraph (a), a nondisclosure or confidentiality policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such

nondisclosure or confidentiality forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

H.23 DOE-H-2076 LOBBYING RESTRICTIONS (NOV 2018)

In accordance with 18 U.S.C. § 1913, 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. This restriction is in addition to those prescribed elsewhere in statute and regulation.

(End of Clause)

Section I - Contract Clauses

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- 52.202-1 DEFINITIONS. (JUN 2020)
- 52.203-3 GRATUITIES. (APR 1984)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (JUN 2020)
- 52.203-7 ANTI-KICKBACK PROCEDURES. (JUN 2020)
- 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (JUN 2020)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (NOV 2021)
- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (JUN 2020)
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUN 2020)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)
- 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE. (AUG 2020)
- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
- 52.204-22 ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)
- 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)
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- 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (NOV 2021)
- 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018)
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- 52.210-1 MARKET RESEARCH. (NOV 2021)
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- 52.215-2 AUDITS AND RECORDS-NEGOTIATION (JUN 2020)
- 52.215-8 ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT (OCT 1997)

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52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)

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52.215-17 WAIVER OF FACILITIES CAPITLA COST OF MONEY (OCT 1997)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

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52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (SEP 2023)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (SEP 2023) - ALTERNATE II (NOV 2016)

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52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)

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52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT (JUN 2020)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)

52.222-26 EQUAL OPPORTUNITY. (SEP 2016)

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

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52.222-50 COMBATING TRAFFICKING IN PERSONS. (NOV 2021)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022)

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 52.225-1 BUY AMERICAN - SUPPLIES. (OCT 2022)
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 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)
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 52.233-1 DISPUTES. (MAY 2014)
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 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
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 52.243-2 CHANGES - COST REIMBURSEMENT (AUG 1987)
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952.202-1 DEFINITIONS.
952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES. (DEC 2000)
952.204-75 PUBLIC AFFAIRS. (DEC 2000)
952.208-70 PRINTING. (APR 1984)
952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE. (JUNE 1997)
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952.242-70 TECHNICAL DIRECTION. (DEC 2000)

I.2 CLAUSES INCORPORATED BY FULL TEXT

52.203-14 DISPLAY OF HOTLINE POSTER(S). (NOV 2021)

(a) *Definition.*

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause;
and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

<i>Poster(s)</i>	<i>Obtain from</i>
DOE IG Hotline Poster	https://www.energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf

Contact the HOTLINE if you suspect Fraud, Waste, or Abuse involving DOE programs or by a DOE employee, contractor, or grant recipient.

Call 1-800-541-1625 or 202-586-4073

Email: ighotline@hq.doe.gov

Or write:

U.S. Department of Energy

Attn: Office of Inspector General Hotline 1000 Independence Avenue, S.W.

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract-

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

52.204-1 APPROVAL OF CONTRACT. (DEC 1989)

This contract is subject to the written approval of the Contract Officer and shall not be binding until so approved.

(End of clause)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (NOV 2021)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures.* (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (NOV 2021)

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

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

- (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive

agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.* (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall

describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.216-18 ORDERING. (AUG 2020)

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

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

(c) A delivery order or task order is considered "issued" when-

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either-

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) *Minimum order*. When the Government requires supplies or services covered

by this contract in an amount of less than \$15,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$100,000,000m;

(2) Any order for a combination of items in excess of \$100,000,000; or

(3) A series of orders from the same ordering office within 15 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [7] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

performance at multiple locations.

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

(End of clause)

**52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION.
(NOV 2020)**

(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-

(1) 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 (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon 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 date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) 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(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) 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.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see

paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) 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 (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM 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:

(1) The Contractor represents that it is, is not a small business concern under NAICS Code [325180] assigned to contract number [TBD upon Award].

(2) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that it is, is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. (Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.) The Contractor represents that-

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

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

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. (Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.) The Contractor represents that-

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

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

(6) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) (Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.) The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) (Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.) The Contractor represents that-

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

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: []. Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (JUN 2020)

(a) Definitions. As used in this clause-

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

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

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUN 2020)

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

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) [22.1408\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

The Contractor shall notify the Contracting Officer or designee, in writing, [30]*days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the *Code of Federal Regulations*, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No.9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR [23.601\(d\)](#).

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

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

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

(End of clause)

52.236-8 OTHER CONTRACTS. (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.244-2 SUBCONTRACTS. (JUN 2020)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds-

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold, as defined in FAR [2.101](#) on the date of subcontract award, or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold, as defined in FAR [2.101](#) on the date of subcontract award, or 5 percent of the total estimated cost of the contract.

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

TBD

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting-

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

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

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

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

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

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

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

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold, as defined in FAR [2.101](#) on the date of subcontract award, or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (iv) of this clause.

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

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

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

TBD

(End of clause)

52.244-2 SUBCONTRACTS – ALTERNATE I (JUN 2020) (Applies to Cost-Reimbursement TOs)

As prescribed in FAR [44.204](#) (a)(2), substitute the following paragraph (e)(2) for paragraph (e)(2) of the basic clause:

(e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold, as defined in FAR [2.101](#) on the date of subcontract award, or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (iv) of this clause.

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):

<https://www.acquisition.gov/>

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

DOE-J-2001 LIST OF ATTACHMENTS (OCT 2015)

The following attachments constitute part of this contract:

Attachment Number	Title
J-A	T&M Rates
J-B	CPFF Fixed Fee
J-C	Labor Category Descriptions
J-D	Small Business Subcontracting Plan (to be provided by Offeror)

(End of Clause)

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

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (MAR 2023)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 325180, Other Basic Inorganic Chemical Manufacturing.

(2) The small business size standard is 1,000 employees.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519 if the acquisition—

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) (1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

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

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

- (A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) [52.203-11](#), Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) [52.203-18](#), Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.
- (iv) [52.204-3](#), Taxpayer Identification. This provision applies to solicitations that do not include the provision at [52.204-7](#), System for Award Management.
- (v) [52.204-5](#), Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) [52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) [52.209-11](#), Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) [52.214-14](#), Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) [52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied [part 19](#) in accordance with [19.000\(b\)\(1\)\(ii\)](#).

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

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

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

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

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

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

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

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

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) [52.204-20](#), Predecessor of Offeror.

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

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

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

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

___ (vii) [52.227-6](#), Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause # Title Date Change

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

(End of provision)

52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) *Representations.* The Offeror represents that-

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to

determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered

telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.225-18 PLACE OF MANUFACTURE. (AUG 2018)

(a) Definitions. As used in this provision-

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

- (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States);
or
- (2) Outside the United States.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be

submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was

submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

(End of Clause)

**52.230-7 PROPOSAL DISCLOSURE-COST ACCOUNTING PRACTICE CHANGES
(APR 2005)**

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked "Yes" above, the offeror shall-

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

Section L - Instructions, Conditions, and Notices to Offerors

L.1 DOE-L-2014 DATE, TIME, AND PLACE OFFERS ARE DUE (OCT 2015)

All proposals are due NO LATER THAN 5:00 p.m. Eastern Standard Time on March 08, 2024. See provision at FAR 52.215-1 describing treatment of late submissions, modifications and withdrawals of proposals. Hard copies of proposals delivered via U.S. Mail, hand delivered, or facsimile will not be accepted. Proposals must be submitted via FedConnect in accordance with the instructions of this Section.

L.2 DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS - GENERAL (OCT 2015) (REVISED)

- (a) Offeror. The term “offeror,” as used in this Section L, refers to the single entity submitting the proposal. The offeror may be a single corporation or a “contractor team arrangement” as defined in FAR 9.601, for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. The offeror may be an existing or newly formed business entity for the purposes of competing for any contract resulting from this solicitation. If the offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals.
- (b) Availability of the solicitation, amendments, and other documents – electronic media. In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used and will be the sole method for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at: <https://www.fedconnect.net/FedConnect/default.htm>. This electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties will need to maintain continual surveillance of this website to remain abreast of the latest available information (offerors and other interested parties are encouraged to utilize the website’s “Notifications” feature). No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.
- (c) Submission of proposals.
 - (1) The offeror must be registered in FedConnect at <https://www.fedconnect.net/FedConnect/default.htm>. The offeror must also be registered in the System for Award Management (SAM) at <https://www.sam.gov/SAM/>.
 - (2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, Solicitation, Offer and Award, in Section A of this solicitation and other provisions of Section L. Proposals shall only be accepted through FedConnect. It is imperative that the offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this

solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than the date specified in L.1 above. Proposals submitted via hardcopy, or email shall not be accepted or considered. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its web site.

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

(d) Solicitation instructions and proposal information.

- (1) Proposals are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an offeror possesses any capability unless set forth in the proposal. This applies even if the offeror has existing contracts with the Federal government, including the Department of Energy.
- (2) These instructions are not evaluation factors. Evaluation factors are set out in Section M, Evaluation Factors for Award, of this solicitation. However, failure to provide the requested information may make an offeror ineligible for award or adversely affect the Government's evaluation of an offeror's proposal. In addition, a proposal may be eliminated from further consideration before the initial rating if the proposal is so deficient as to be totally unacceptable. For example, a proposal may be deemed unacceptable if it does not represent a reasonable initial effort to address the essential requirements of the solicitation, or if it clearly demonstrates that the offeror does not understand the requirements of the solicitation.

(e) Proposal volumes and page limitations.

- (1) The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:
 - (i) Volume I Offer and Other Documents – No page limit.
 - (ii) Volume II, Technical Proposal – 100-page limit
 - (iii) Volume III, Price Proposal – No page limit.
- (2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth above, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, blank pages, and cross-reference matrix. Those pages that exceed the limits set forth above will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.

- (3) Except as may be provided elsewhere in the solicitation, offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All cost and pricing information shall be submitted and addressed only in Volume III, Cost Proposal, unless otherwise specified.

(f) Proposal specifications.

- (1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.
- (2) Page numbering. All pages shall be sequentially numbered by volume.
- (3) File format. Files shall be submitted in readable and searchable Microsoft Word, Adobe Acrobat PDF, or Microsoft Excel, as appropriate, in formats compatible with the current version of Microsoft Office 365 software.
- (4) Classified Information. The offeror shall not provide any classified information in response to this solicitation unless specifically required to do so in other parts of this solicitation.
- (5) Page size. Page size shall be 8½ x 11 inches for text pages, excluding foldouts. When 8½ x 11 inch pages contain text on both front and back, this is considered two pages. Page size for foldouts shall not exceed 11 x 17 inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages shall fold entirely within the volume in which it appears. When 11 x 17 inch pages are used, this is considered two pages; if tables and graphics are on both front and back, this is considered four pages.
- (6) Print type. Text shall be 12 point or larger, single-spaced, using Times New Roman font type. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 10 point or larger using Times New Roman font type.
- (7) Page margins. Page margins for text pages and foldouts shall be a minimum of one inch at the top, bottom, and each side. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the offeror; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition. This is the only information that can be displayed within the margins. Two columns of text per page and use of boldface type for paragraph headings are acceptable.

(g) Questions.

Prospective offerors are requested to submit written questions concerning the solicitation via email to the Contract Specialist at fryards@id.doe.gov. Questions are requested no later than January 25, 2024. Questions should specify the RFP areas (section, page, etc.) to which they refer.

The Government will furnish responses to all questions to all potential offerors as soon as practicable, with a goal of three business days. Any changes resulting from the questions will be incorporated into the RFP via written amendments. No changes to the RFP are to be assumed; they must be incorporated by written amendment to the RFP to be applicable.

Responses to questions, as appropriate, will be posted on FedConnect as soon as practicable. The Government will not identify prospective offerors submitting questions.

This solicitation is considered complete and adequately describes the Government's requirements. If an offeror believes that there is an error in the solicitation, or an omission, the offeror shall submit a question as specified above.

- (h) False Statements. Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.
- (i) Examination of data. By submission of a proposal, the offeror grants to the Contracting Officer, or an authorized representative of the Contracting Officer, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the Contracting Officer prior to award.
- (j) Commitment of Public Funds. The Contracting Officer is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.
- (k) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: Part I – The Schedule; Part II – Contract Clauses; Part III, Section J – List of Documents, Exhibits and Other Attachments; and Part IV, Section K – Representations, Certifications, and Other Statements of Offerors. These sections will be incorporated into the contract by reference.
- (l) Acceptance Period: The acceptance period entered in Block No. 12 on the Standard Form 33 by the offeror shall not be less than 270 days, which shall apply if no longer period is offered.
- (m) Extraneous, repetitious, or wordy submissions are not desired. Pages should be sequentially numbered with the volume and page numbers and the name of the offeror, the date, and solicitation number on each page. Failure to respond to or follow the instructions regarding the organization and content of the proposal may result in the offeror's proposal being deemed unacceptable.
- (n) Proposals will be evaluated in accordance with applicable FAR and DEAR provisions, using the evaluation criteria set forth in Section M of this RFP.
- (o) These instructions are provided to aid offerors in the preparation of their proposals. These instructions and information contained herein are not evaluation criteria for this RFP.

(End of Provision)

L.3 FAR 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):

<https://www.acquisition.gov.gov/far/>

L.4 CLAUSES INCLUDED BY REFERENCE (IBR)

52.204-7 SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING. (AUG 2020)

52.207-6 SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCERNS AND SMALL BUSINESS TEAMING ARRANGEMENTS OR JOINT VENTURES. (MULTIPLE-AWARD CONTRACTS) (DEC 2022)

52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (NOV 2021)

52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES-IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

52.216-29 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS- OTHER THAN COMMERCIAL ACQUISITION WITH ADEQUATE PRICE COMPETITION (NOV 2021)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

952.219-70 DOE MENTOR-PROTEGE PROGRAM. (MAY 2000)

952.204-73 FACILITY CLEARANCE (AUG 2016)

952.233-2 SERVICE OF PROTEST

952.233-4 NOTICE OF PROTEST FILE AVAILABILITY. (AUG 2009)

952.233-5 AGENCY PROTEST REVIEW. (SEP 1996)

L.5 VOLUME I, OFFER AND OTHER DOCUMENTS INSTRUCTIONS

(a) Volume I, "Offer and Other Documents," consists of the actual offer to enter into a contract to perform the required work. It also includes required representations and certifications, other statements of the offeror, and any other administrative information. The information included in Volume I will not be rated or point scored but will be reviewed to determine RFP response requirements are met. Failure to include any or all of the required information may result in the proposal being deemed unacceptable and eliminated from further consideration.

(b) Volume I, Offer and Other Documents, shall include the following (in the order listed):

(1) Cover letter (first page). The cover letter shall include the following:

- (i) The solicitation number.
 - (ii) The name, address, telephone and facsimile numbers, and electronic addresses of the offeror.
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item.
 - (iv) Names, titles, telephone and facsimile numbers, and electronic addresses of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation.
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority.
 - (vi) The names, addresses, telephone and facsimile numbers, and electronic addresses of the individuals in the offeror's organization to be contacted, if necessary, during evaluation of the proposal.
 - (vii) The complete formal name and address of the offeror's organization and/or other participants to be used in any resulting contract. Provide Data Universal Numbering System (DUNS) and/or the Unique Entity Identification (UEI) number for each organization.
 - (viii) Government agency administration. Government agency(ies) and name of its representative(s) having administrative cognizance over the offeror or parent company within the meaning of FAR subpart 42.3, Contract Administration Office Functions, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.
 - (ix) Subcontractors and other entities. Offerors shall provide the following information:
 - (1) Name, address, and DUNS number for all proposed contractor team arrangements as defined in DOE-L-2001, Proposal Preparation Instructions – General, Section (a)(2).
 - (2) If the offeror is a joint venture, limited liability company, limited liability partnership, or other similar entity (multi-member, shared ownership) provide:
 - (3) Name, address, and DUNS of the parent or member company(ies) of the offeror – joint venture members, limited liability company members, limited liability partnership members, etc.; and
 - (4) Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after any contract award, that describe the business arrangement between the members, including the identity of the one member/partner who has the majority interest in the offeror.
- (c) Fully executed Standard Form 33. The person signing the SF 33 must have the authority to commit the offeror to the terms and conditions of the resulting contract, Sections B – J. By signing and submitting the SF 33 in FedConnect, the offeror commits to accept the resulting Contract as contained in the solicitation, unless an exception or deviation to the terms and conditions as stated in the solicitation is explicitly stated by the offeror in accordance with the below subsection (h), Exceptions and Deviations.

- (d) A statement acknowledging receipt of each amendment to this RFP.
- (e) A statement which addresses current Organizational Conflict(s) of Interest, if any. Prior to an award, the Contracting Officer (CO) shall make a finding whether any possible Conflict(s) of Interest (COI), or Organizational Conflict(s) of Interest (OCI) exists with respect to the apparent successful offeror or whether there is little or no likelihood that such conflict(s) exists. In making this determination, the CO will consider the representation required by Section K of this solicitation. Additionally, pursuant to FAR 9.504, the CO, prior to award, may take further steps to identify, discover, and/or evaluate whether any COI and/or OCI disclosed can be avoided, neutralized, or mitigated with any one or more offerors as deemed appropriate by the CO. An award will only be made where there is a finding by the CO of no COI and OCI, or where any COI or OCI is found by the CO to exist, each such COI and/or OCI can be appropriately avoided, neutralized, and/or mitigated to the complete satisfaction of the CO, as provided in FAR 9.5, and any other pertinent portions of the FAR.
- (f) Representations and certifications.
 - (1) If the offeror has completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8, Annual Representations and Certifications, and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the offeror shall submit those changes in accordance with FAR 52.204-8.
 - (2) If the offeror has not completed the annual representations and certifications electronically via the System for Award Management, the offeror shall complete and provide all of the representations, certifications, and other statements of the offeror as required in this solicitation's Section K.
 - (3) The offeror shall also complete any additional representations, certifications, or other statements required in this solicitation's Section K, Representations, Certifications, and Other Statements of the offeror.
 - (4) The offeror must be registered in the System for Award Management (SAM) website at www.SAM.gov, in full compliance with the requirements of the provision at FAR 52.204-7, System for Award Management, when submitting an offer or quotation, and shall continue to be registered until time of award.
- (g) Exceptions and deviations.
 - (1) Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. The offeror shall specifically identify and fully explain any proposed exception to or deviation from the terms and conditions of the solicitation.
 - (2) Any proposed exceptions or deviations must identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall also be identified in the other volumes to which the deviation or exception applies, Volumes II and III. Only exceptions or

deviations specifically identified in this section, if accepted by the Government, will take precedence over the terms and conditions of the solicitation.

- (3) Any exceptions or deviations by the offeror to the terms and conditions stated in the solicitation for the resulting contract will make the offer unacceptable for award without discussions. If an offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award without discussions to another offeror that did not take exception to the terms and conditions of the contract.
- (h) Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the offeror is required to fill in information in a contract clause, the offeror shall submit only those pages that require input of information or a signature. Those specific areas are:
- (1) Section H:
 - (i) DOE-H-2052, Representations, Certifications, and Other Statements of the Offeror (Oct 2014)
 - (ii) DOE-H-2058, Designation and Consent of Major or Critical Subcontracts – Alternate I (Oct 2014) (Revised)
 - (2) Section I
 - (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)
 - (ii) 52.223-3 Hazardous Material Identification and Material Safety Data (FEB 2021)
 - (3) Section K
 - (i) 52.204-8 Annual Representations and Certifications. (DEC 2022)
 - (ii) 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021)
 - (iii) 52.209-7 Information Regarding Responsibility Matters (OCT 2018)
 - (iv) 52.225-18 Place of Manufacture (AUG 2018)
 - (v) 52.230-1 Cost Accounting Standards Notices and Certifications (JUN 2020)
 - (vi) 52.230-7 Proposal Disclosure-Cost Accounting Practice Changes (APR 2005)
- (j) Small business subcontracting plan.
- (1) A completed and acceptable Small Business Subcontracting Plan for the work identified in the PWS is required to be submitted in accordance with the Section I, FAR Clause 52.219-9 entitled, Small Business Subcontracting Plan, Alternate II, and proposal instructions herein. Elements of the Subcontracting Plan will be considered for evaluation in source selection as specified in Section M; also, the Subcontracting Plan is a requirement for award to a large business and it will be incorporated into the resultant contract as Section J, Attachment J-D – Small Business Subcontracting Plan.
 - (2) To be considered acceptable, the offeror's plan shall address, in adequate detail, and shall contain all elements required in FAR 52.219-9, except dollars and goals which will be

negotiated on a TO basis. Failure by a large business offeror to submit and/or negotiate a subcontracting plan that addresses each element identified in FAR 52.219-9, except dollars and goals, in adequate detail may make the offeror ineligible for award of a contract. See FAR 19.702, Statutory Requirements (a)(1), regarding failure of the apparent successful offeror to negotiate and submit a Plan acceptable to the CO.

(3) The offeror shall establish a separate small business subcontracting goal that affords small businesses with the maximum practicable opportunity to participate in Contract performance consistent with efficient performance. In developing its proposed small business subcontracting goal, the offeror shall establish a minimum goal which encompasses all small business categories.

(4) Over the course of performance of the contract, the proposed small business goal shall be the percent of total subcontracted work specified in compliance with the offeror's Small Business Subcontracting Plan.

(k) Equal opportunity compliance.

The offeror shall provide all of the information required to perform a pre-award onsite equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number, and point of contact for the Equal Employment Opportunity Commission. This information shall be provided for the offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any known first-tier subcontractors with anticipated subcontracts of \$10 million.

(l) Community Benefits Plan (CBP)

The offeror shall provide a complete CBP in accordance with the instructions listed in Attachment L-D – Community Benefits Plan Instructions.

(m) Standard Form 328

The offeror shall provide Standard Form 328 in accordance with DEAR 952.204-73.

(n) Evidence of approved purchasing system

If the offeror does not have an approved purchasing system, the offeror shall provide a general description of purchasing practices.

(o) Copy of offeror's policies and procedures in relation to procurement and subcontracting

L.6 DOE-L-2003 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL AND MANAGEMENT PROPOSAL – GENERAL (NOV 2016)

(a) The Technical and Management Proposal (Volume II), consists of written information to allow offerors to demonstrate their approach and capabilities to perform the prospective Contract. The instructions contained in this and other provisions of the solicitation are provided to assist offerors in preparing their proposals and are not evaluation factors, however failure to comply with these instructions may result in a deficient proposal. The Technical and Management Proposal will be evaluated in accordance with the evaluation factors stated in Section M, Evaluation Factors for Award.

- (b) Offerors shall address, in the Technical and Management Proposal, those areas contained in the respective Section L provisions below. Each of these areas corresponds to the evaluation factors contained in Section M of the solicitation.
- (c) The Technical and Management Proposal shall comply with the requirements contained in the provision at DOE-L-2001, Proposal Preparation Instructions – General and other applicable provisions of the solicitation, including any required format and page limitations. Offerors shall be specific and complete in addressing the information required to be included in the Technical and Management Proposal. Offerors shall not simply offer to perform work in accordance with the work statement; rather, offerors shall provide their specific approach and capabilities to perform the required work. Moreover, offerors shall not merely restate the work scope and/or other solicitation requirements in its technical and management proposal.
- (d) No cost or price information shall be included in the Technical and Management Proposal, unless specifically requested in the solicitation.

(End of Provision)

L.7 DOE-L-2004 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL APPROACH (OCT 2015)

Offerors shall include the following information in the Volume II – Technical and Management Proposal related to the offeror’s technical approach:

- (a) General. The Technical Proposal is the offeror’s written response to the criteria in Section M. It is intended to present the offeror’s understanding, capabilities, experience, and approach in satisfying the requirements of the PWS and its past performance on similar projects. The Technical Proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures, methods, and program for accomplishing the PWS. Technical Proposals that merely paraphrase the requirements of the Government’s PWS or use such phrases as “will comply” or “standard techniques will be employed,” may not be given favorable evaluation consideration.
- (b) Content. Volume II, Technical Proposal, shall consist of:
 - (1) Capabilities and Experience
 - (2) Project Approach
 - (3) Past Performance
 - (4) Utilization of Small Business
- (c) Page Limitations. The combined page limit for Volume II is 100 pages. Pages in excess of the 100-page limit will not be evaluated. The following items are excluded from the 100-page limit:
 - (1) Offeror Past-Performance Reference Information Form (Attachment L-A)
 - (2) Offeror Past-Performance Reference Information Questionnaire (Attachment L- B)

- (3) CPFF Task Proposal (Attachment L-E)
 - (4) Quality Assurance Surveillance Plan (this QASP shall support Attachment L-C Sample Task Order)
 - (5) Small Business Subcontracting Plan.
- (d) Expertise. Provide information for the offeror team, as well as all significant team members or major subcontractors expected to perform work to be done under this contract, clearly identifying where these team members or subcontractors have the requisite nuclear industry capabilities and expertise. Page limits identified shall be adhered to.

TECHNICAL PROPOSAL

Criterion 1 – Capabilities and Experience

- (i) Documentation shall be provided to indicate the offeror’s capabilities and experience related to the enrichment of uranium to up to <20% wt. of the isotope uranium-235, special nuclear material storage, and transportation operations. This experience and capabilities should address all aspects of the PWS including, but not limited to, a list with descriptions of capabilities and experience in support to the nuclear projects and nuclear material transportation packages or systems that the offeror has designed, built, licensed, or operated, and the nuclear facilities, and nuclear material transportation activities that it is currently supporting, designing, building, licensing, or operating. For uranium production capabilities and experience; identify both domestic, North American and other allies of the United States Government uranium supply chain capabilities and experience.
- (ii) The offeror will provide a description of its team’s relevant capabilities to plan for and apply resources as needed on a TO basis to accomplish work similar to that required by the PWS.
- (iii) The offeror will provide a description of the extent of its capabilities, knowledge, and experience with each of the following aspects of uranium production: (a) mining and milling; (b) uranium conversion; (c) uranium enrichment; (d) enriched uranium packaging and storage; and (e) transportation. Identify any experience and existing capabilities for any of these areas that are specific to uranium enrichments above 5% wt. of the isotope uranium-235.
- (iv) The offeror will provide a description of the extent of its capabilities and experience with planning, designing, licensing, permitting, constructing, and operating nuclear facilities. Specifically address any relevant experience with planning, designing, licensing, permitting, constructing, start-up and operation of new or upgraded uranium production facilities, including special nuclear material storage facilities. Identify any of this experience and capability specific to HALEU.

Criterion 2 – Project Approach

- (i) The proposal must address the extent of the resources the offeror will make available for performance of the PWS. The offeror shall describe the capability to effectively interface and collaborate with other Contractors (as applicable); and to work with the NRC and other regulators to achieve desired end states. The offeror shall describe the role that is proposed to be performed by each member of the offeror team over the duration of the PWS scope. Specific cross references shall be made between the applicable sections of the PWS, the role to be performed by each team member in accomplishing PWS requirements, and how the relevant capability and experience of that entity will be applied for the assigned role. All information provided by the offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each team member (offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and contractor team arrangement) under the offeror's proposed approach. The proposal shall describe the extent of commitment of these teams and resources to the overall PWS performance.
- (ii) Offerors shall submit a technical and work approach proposal covering all elements within the Sample Task Order, Attachment L-C – Statement of Work for Sample Task Order.
 - a. The proposal to this Sample Task Order shall include a complete description of the offeror's anticipated approach to the UF₆ enrichment scope element.

The proposed approach shall identify all work elements, including design, licensing, permitting, any facility modification or construction, and approvals to operate, and the subsequent operation.

Include a Level 3 work breakdown structure (WBS) and schedule from task authorization through completion of enrichment operations and storage of the packaged product. The WBS and schedule shall reflect the offeror's proposed approach to all major work elements required by the SOW for the Sample Task Order. The proposed WBS and schedule shall be supported by discussion of the activities, including how the approach will assure regulatory compliance, the timely receipt of all required licenses, certifications and permits, and the completion of enrichment and storage operations.

- (iii) The Sample Task Order proposal will be included as part of Volume II, and the associated cost proposal will be included in the Volume III Cost/Price proposal.

Criterion 3 – Past Performance:

The offeror's past performance proposal submittal shall consist of two elements – completed Past Performance Reference Information Forms (Attachment L-A) and completed Past Performance Information Questionnaires (Attachment L-B). The Attachment L-A is to be completed by the offeror, while the Attachment L-B is to be completed by the past customer (reference) and submitted to the Contract Specialist listed in Section G.5. The Past

performance proposal submittal shall be on relevant projects completed or in progress within the past five (5) years.

- (i) Offerors and major subcontractors should complete at least three (3), but not more than five (5) Past-Performance Reference Information Form (refer Attachment L-A). One form shall be provided for each past performance reference (contract).
- (ii) Offerors should request at least three (3), but not more than five (5), past customers to complete Past Performance Information Questionnaires (Attachment L-B). The Attachment L-B questionnaires shall be completed for the same projects as provided on the Past Performance Reference Information Forms (Attachment L-A). One form shall be provided for each past performance reference (contract).
- (iii) Contracts may be, but are not limited to, contracts with federal, state, local and foreign governments and/or with commercial customers.
- (iv) Projects represented shall be pursuant to the elements as described in the PWS. Relevant current projects with current Contractor Performance Assessment Reporting System (CPARS) may be included and offeror shall indicate on the questionnaire that it is available on the Past Performance Information Retrieval System. An Attachment L-B is not required if a CPARS is available. Relevant projects are projects performed by the offeror or team members that are similar in size, scope, complexity to the PWS.

(1) scope – type of work (e.g., work as identified in the PWS, including similar work of a non-Government nature);

(2) size – dollar value (approximate average annual value in relation to the proposed work; annual contract value of approximately \$20M for evaluation purposes); and

(3) complexity – performance challenges (e.g., enrichment activities, NRC licensing, long-lead procurements, facility construction and modification, etc.). The higher the degree of relevance of the work, the greater the consideration that may be given.

The higher the degree of relevance of the work, the greater the consideration that may be given to the project. DOE may place greater consideration on current or more recent projects than on projects that are older. Relevant DOE contracts will not be evaluated with any more or less emphasis than relevant non-DOE contracts.

- (v) This past performance reference information forms shall be prepared in accordance with the instructions included with that form. Provide information on quality of work, cost and schedule performance, and the mechanisms used to manage and control these factors pursuant to successful project completion. The narrative should also address the offeror's performance in providing customer service, managing subcontractor performance, identifying problems early and resolving in a timely and effective manner. Include information with respect to product/service delivery, quality, cost schedule, safety, regulatory compliance, and achievement of small business subcontracting goals (including for achievement of small, disadvantaged business goals). The offeror shall identify problems encountered in performance of these contracts and corrective actions taken by the offeror to resolve those problems (such as serious injuries or fatalities, regulatory violations resulting from environmental non-compliance, late deliveries, or

cost overruns). In addition, the offeror may describe any recognized accomplishments on the identified contracts.

- (vi) DOE reserves the right to contact one, some, or all of the references provided and to contact other sources in evaluating past performance of the offeror. Offerors must ensure that accurate contract numbers, points of contact and phone/facsimile number information for each reference are provided.
- (vii) Major subcontractor past performance. Major subcontractor is defined as a subcontractor that is anticipated to receive greater than \$50 million under this IDIQ contract. In addition to the Offeror's record of relevant past performance, the offeror shall provide information on the record of relevant past performance for any proposed major subcontractors that are proposed to perform work under the Contract. The offeror shall provide such information on work similar in scope, size, and complexity to that portion of the work proposed to be performed by the subcontractor or other entity.
- (viii) Work to be performed. The record of past performance provided for the offeror or major subcontractors shall relate to work performed that is similar to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the PWS, the work to be performed by each entity, and the relevant past performance of that entity. Each discrete record of past performance must be attributed to a specific entity.
- (ix) Newly formed entity and predecessor companies. If the offeror or major subcontractors are newly formed with no record of past performance, the offeror shall provide past performance information for the parent organization(s) or the member organizations in a joint venture, LLC, or other similar entity. The offeror may also provide past performance information on predecessor companies resulting from mergers or acquisitions.
- (x) Terminated contracts. The offeror shall provide a listing of any contracts of the offeror and major subcontractors that were terminated for default, including the reasons therefore. This listing of terminated contracts is not limited to only those contracts contained in the Attachment L-A – Past Performance Reference Information Form.
- (xi) The offeror shall request that references return the Attachment L-B – Past Performance Information Questionnaire directly to DOE by electronic means to the address identified below by .
 - DOE address and contact information.
 - E-mail: fryards@id.doe.gov
 - Phone: 208-526-6765
- (xii) Receipt of the Attachment L-B questionnaires by the Government is not subject to the provisions at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition related to late proposals.

- (xiii) Sources of past performance information. The Government may contact any or all of the references provided in the Past Performance Information Form. The Government may also obtain past performance information from sources other than those provided by the offeror. This may include, but not be limited to, commercial and government clients, government records, regulatory agencies, and government databases such as the Government’s Contractor Performance Assessment Reporting System.

Criterion 4: Utilization of Small Business

Small Business Utilization (if offeror is a large business): A completed and acceptable Small Business Plan is required to be submitted in accordance with the Section I Clause, “FAR 52.219-9, Small business Subcontracting Plan, Alternate II” and proposal instructions herein. This plan will become part of the contract as a Section J Attachment.

The offeror, in developing its proposed plan, shall establish specific goals for each small business category as follows:

- a. Small Businesses (includes small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and woman-owned small business concerns);
- b. Service-disabled veteran-owned small business;
- c. Veteran-owned small business;
- d. HUBZone small business;
- e. Small disadvantaged business; and
- f. Woman-owned small business.

The offeror’s plan shall address, in adequate detail, and shall contain all elements required in FAR 52.219-9, except dollars and goals. Failure by a large business offeror to submit and/or negotiate a subcontracting plan that addresses each element identified in FAR 52.219-9, except dollars and goals, in adequate detail may make the offeror ineligible for award of a contract. See FAR 19.702, *Statutory Requirements* (a)(1), regarding failure of the apparent successful offeror to negotiate and submit a Plan acceptable to the CO.

The offeror shall establish separate small business subcontracting goals at the TO level that afford small businesses with the maximum practicable opportunity to participate in Contract performance consistent with efficient performance.

DOE has established the following small business subcontracting goals:

Small Business (SB)	50%
Small Disadvantaged Business (SDB)	5%
Women-Owned Small Business (WOSB)	8%
HUBZone Small Business (HUB)	3%
Service-Disabled Veteran-Owned Business (SDVOB)	3%

Offeror shall provide management and oversight of the subcontractor performance and establish minimum goals for each small business category above in its Small Business Subcontracting Plan. Each offeror is strongly encouraged to consider this information in establishing goals under its proposed Small Business Subcontracting Plan.

The Small Business Subcontracting Plan is evaluated for acceptability as a matter of responsibility, except as described under Section M.

Describe offeror's approach to ensure small, disadvantaged businesses are given a reasonable opportunity to participate in performing the PWS. The offeror's approach shall describe approaches to ensure small, disadvantaged businesses are given a reasonable opportunity to support work activities, where possible, specifically identify the small disadvantaged businesses planned to be used, as well as the complexity/variety of work small businesses are to perform.

Note: Evaluation of this factor is separate and distinct from the Small Business Subcontracting Plan. This information shall not contradict the offeror's Small Business Subcontracting Plan.

This write-up shall not exceed 1 page in length (excluding the Small Business Subcontracting Plan).

L.8 VOLUME III – PRICING

Using Attachments J-A, J-B and J-C in contract Section J, for each contract year, provide cost/price information as per the below instructions. The prime offeror must complete Attachments J-A and J-B. Data files are to be accessible by a computer running MS Windows (or compatible) and the spreadsheet is to be an .XLS file format (MS Excel).

(a) CLIN 001 FIRM FIXED PRICE TASK ORDERS

No specific supporting cost data for CLIN 001 is required in the proposal.

(b) CLIN 002 TIME AND MATERIALS (T&M)

(1) Labor Rates.

Labor categories are described in RFP Section J, Attachment J-C – Labor Category Descriptions. Using these labor category descriptions, one fully burdened rate shall be proposed on Attachment J-A – T&M Rates for each labor category for each period of the contract (i.e., one rate for each labor category for contract year 1; one rate for each labor category for contract year 2, etc.) The price proposal shall reflect rates for all categories listed in the attached rate table. It is the prime offeror's responsibility to ensure that all labor categories are proposed, whether the rate is from the prime, a sub or is a composite rate for the team. It is not a requirement for each team member to propose every category; the rate proposed for each labor category shall be the rate used by the prime, as well as any subcontractor(s), teaming partners(s) and/or joint venture partner(s). For example, the Contractor shall propose one rate for the labor category "Manager I" for the

contract year 1 period; this is the rate that will be used for that period of contract performance for any T&M TOs issued, regardless of whether the TO effort is performed by the prime, teaming partner, or a subcontractor.

The rates will be calculated for the contract period contemplated by the IDIQ contract using ten one-year periods. Day 1 represents the date of award. Labor rates shall be based on an eight (8) hour workday, forty (40) hour workweek, and a two thousand eighty (2080) hour work year. Any leap year will consist of a two thousand eighty-eight (2088) hour work year.

The T&M rates proposed will be contractually binding on any resultant contract award. T&M rates will be fully burdened labor rates, including labor overhead, G&A, and cost of money, and fee.

(2) Material Handling Fee.

The offeror shall propose a factor to apply against material (including travel) on Attachment J-A, T&M Rates that may be incurred on the contract by pricing arrangement type and contract year. The factor proposed shall be the rate used by the prime, as well as any subcontractor(s), teaming partners(s) and/or joint venture partner(s). This factor is to incorporate all normal charges (including but not limited to G&A and Cost of Money, etc.) allowed for these specific costs. Profit is not allowed for these costs when a T&M TO is used.

Attachment J-A – T&M Rates will become contract attachments.

(c) CPFF FIXED FEE

(1) Fixed Fee

The offeror shall propose a fee using Attachment J-B CPFF Fixed Fee. This proposed maximum fee will be applicable to all future CPFF TO's and will be added to section B.8.

Attachment J-B – CPFF Fixed Fee will become contract attachments.

(d) SAMPLE TASK ORDER PROPOSAL (CPFF)

The offeror shall include a CPFF price proposal for performing the Sample Task Order. The proposal shall include all costs associated with performance of the task. The proposal shall be submitted in accordance with the information and format specified in Attachment L-E – CPFF Task Proposal; guidelines and instructions and any other instructions of this RFP. (However, certified cost and pricing data is not required.) Additional information shall be provided to include a breakout of the cost elements and provide a basis for and all assumptions for the estimate in accordance with the proposed labor rates schedules and any other base direct costs proposed. Fee is not allowable on travel; G&A on travel is

allowable. Offerors are requested to round their price proposals to the nearest whole dollar. Cost by cost element must be directly traceable to the TO technical proposal and in an auditable condition. Offerors shall provide all assumptions related to the estimate. For the cost data to be complete, the offeror, or its subcontractors, team members or vendors, must provide all data in the proposal necessary to support the offer. All travel shall be in accordance with the Federal Travel Regulations (FTR).

The Government does not intend to retain title to any facilities, intellectual property (IP), materials, equipment, or supplies used to perform the services as described in the SOW.

Indirect Cost Data. For all indirect rates, offerors shall identify all base and pool expense data by line item and dollar amount. Offerors shall also discuss how the proposed indirect costs rates are calculated and applied to direct costs to arrive at a total cost. An audit report by an independent government agency may also be provided that identifies acceptable indirect rates applicable to the performance dates of this contract. This may include any available government agency audit report, an independent accounting firm audit or other supporting information. A forward pricing rate agreement (FPRA) with any Federal agency may also be provided instead of an audit report. If neither an audit report nor a rate agreement is available, all base and pool expense data by line item and dollar amount, and how the proposed indirect cost rates were calculated should be provided. Data must be submitted for the two most recently completed fiscal years, and the fiscal year(s) covered by the proposal. Data for the completed years must reconcile with the financial statement information requested (below). If no forward pricing rate agreement or Government (e.g., Defense Contract Audit Agency) audited rates are available, provide projections of indirect cost pool data and then calculate expected indirect rates for future applicable years in accordance with contractor's established accounting and estimating systems.

Offerors shall briefly describe the proposed accounting system and the adequacy of that system for reporting against Government cost type contracts and compliance with generally accepted accounting principles. In addition, the offeror shall identify the cognizant Government Administrative Contracting Officer (ACO) if any, of the Government agency that has formally approved the accounting system, estimating system and rates.

- (e) Identification. All pages, including forms, must be page numbered, and all forms, tables, or exhibits must be clearly identified and listed in the table of contents or index. There are no page limitations related to the Cost Volume.
- (f) Uniform Terminology. The use of uniform or standard terminology is essential to evaluate and compare price/cost proposals. FAR Part 31, Contract Cost Principles and Procedures, must be utilized in the definition of cost elements.
- (g) DOE-ID reserves the right to request any additional clarifying information deemed necessary to properly evaluate the proposal without conducting discussions.

- (h) Offerors shall submit Excel spreadsheets with their price/cost information. None of the cells should be locked or protected. Final monetary extension must be expressed in whole dollars and all schedules providing rows and columns of cost information must sum to the exact whole dollar.

L.9 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS)

The applicable North American Industry Classification System (NAICS) code is 325180 Other Basic Chemical Manufacturing with a corresponding small business size standard of 1000 employees.

L.10 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this solicitation will contain Part I – The Schedule, Part II – Contract Clauses, and Part III, Section J – List of documents, Exhibits and other Attachments. Blank areas appearing in these sections, indicated by “(TBD)” will be completed prior to contract signing.

L.11 DOE ISSUING OFFICE

U. S. Department of Energy
Idaho Operations Office (DOE-ID) Procurement Services Division
1955 Fremont Avenue, MS-1221
Idaho Falls, Idaho 83415-1221

Issuing Official: Trevor Bluth, Contracting Officer
Point of Contact: Seth Fryar, Contract Specialist
Telephone: 208-526-6765
E-mail: fryards@id.doe.gov

L.12 INFORMATION ABOUT AWARD

Written notice to unsuccessful offerors and contract award information will be promptly released in accordance with DOE regulations applicable to negotiated acquisitions.

L.13 DISPOSITION OF PROPOSALS

Proposals will not be returned (except for timely withdrawals, if requested by the offeror). Proposals not required for official record retention will be destroyed.

L.14 DISPOSITION OF SOLICITATION DOCUMENTS

Drawings, specifications, and other documents supplied by DOE-ID with the Solicitation may be retained by the offeror.

L.15 AMENDMENT OF THE SOLICITATION

The only method by which any term of the RFP may be modified is by an express, written

formal amendment to the solicitation generated by the Contracting Officer. No other communication made at any scheduled conference or subsequent discussions, whether oral in writing, will modify or supersede the terms of the RFP.

L.16 COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.

L.17 CLAUSES INCLUDED BY FULL TEXT

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 Trevor M. Bluth, bluthm@id.doe.gov.

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

(End of provision)

DOE-L-2015 OFFER ACCEPTANCE PERIOD (OCT 2015)

The offeror's proposal shall be valid for 270 calendar days after the required due date for proposals.

(End of Provision)

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

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

(End of Provision)

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

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

(End of Provision)

DOE-L-2018 PREBID/PREPROPOSAL CONFERENCE (OCT 2015)

(a) A prebid/preproposal conference will be held as indicated below:

TIME: TBD

DATE: TBD

PLACE: TBD

Virtual Attendance will be supported. The link to attend virtually must be requested via e-mail to Seth Fryar at fryards@id.doe.gov no later than TBD, 2024 by 12:00 PM EST.

(b) During this conference, the Government will review the contract requirements, the bid/proposal submission requirements, and the evaluation process.

(c) Questions will be taken at the conference, but answers may not be provided at that time. All questions and answers, including those not answered at the conference, will be provided via FedConnect.

(d) Attendance at the conference is not mandatory. The Government will not reimburse any offeror for expenses related to attendance of this conference. To facilitate the Government's planning, in-person attendance requires registrations. Potential offerors planning to attend in-person are to provide the name, organizational affiliation, phone number, e-mail address and citizenship of each proposed attendee via email to Seth Fryar at fryards@id.doe.gov no later than TBD, 2024 by 12:00 PM EST. Instructions will be provided prior to the conference for any additional information that will be required for access to the conference and for non-US citizen attendees.

(End of Provision)

**DOE-L-2020 SMALL BUSINESS SET-ASIDE INFORMATION (UNRESTRICTED)
(OCT 2014)**

This acquisition is unrestricted and contains no small business set-aside provisions.

(End of Provision)

DOE-L-2022 ALTERNATE BID/PROPOSAL INFORMATION— NONE (OCT 2015)

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

(End of Provision)

DOE-L-2024 NOTICE OF INTENT— USE OF NON-FEDERAL EVALUATORS AND/OR ADVISORS (OCT 2015)

The Government may utilize non-Federal evaluators and/or advisors or other non-Federal support personnel for evaluating proposals received in response to this solicitation. Such personnel shall be required to sign nondisclosure agreements and to comply with personal and organizational conflicts of interest requirements in accordance with the FAR and DEAR 915.207-70 (f)(5) and (6). Under the statutes governing procurement integrity, these non-Federal personnel may not disclose any information learned by participating in this acquisition. See the Procurement Integrity Act, 41 U.S.C. § 2101-2107.

(End of Provision)

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

In order to facilitate the efficiency of the Government's solicitation and award process through advance information on the anticipated number of offers, potential offerors are requested to submit the name, address and telephone number of its firm or organization and any subcontractors to Seth Fryar by email by 5:00 pm EST, January 26th, 2024. If the proposal is to be submitted by a teaming arrangement, the offeror is requested to submit the above information for all members of the proposing team.

(End of Provision)

DOE-L-2026 SERVICE OF PROTEST (OCT 2015)

(a) Protests, as defined in FAR 33.101, 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 CO (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Trevor Bluth, Contracting Officer
Department of Energy, Idaho Operations Office
1955 Fremont Avenue, MS 1240 Idaho Falls, ID 83415
Telephone: 208-526-3277
Email: bluthtm@id.doe.gov

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

(c) Another copy of a protest filed with the GAO must be furnished to the following address within the time periods described in paragraph (b) of this clause:

U.S. Department of Energy
Assistant General Counsel for Procurement and Financial Assistance (GC-61)
1000 Independence Avenue, S.W.
Washington, DC 20585
Fax: (202) 586-4546

(End of Provision)

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

(a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR part 21, any actual or prospective offeror may request DOE to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1605 of Public Law 103-355. Such request must be in writing and addressed to the CO for this procurement.

(b) Any offeror who submits information or documents to DOE for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of 48 CFR 33.2014(a)(3)(ii). DOE will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

(End of Provision)

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

Protests to the agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. DO's agency protest procedures, set forth at 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to DOE. DOE encourages potential protestors to discuss their concerns with the CO prior to filing a protest.

(End of Provision)

L.18 ATTACHMENTS

Attachment Number	Title
L-A	Past-Performance Reference Information Form
L-B	Past-Performance Information Questionnaire
L-C	Statement of Work Sample Task Order
L-D	Community Benefits Plan Instructions
L-E	CPFF Task Proposal

ATTACHMENT L-A

PAST-PERFORMANCE REFERENCE INFORMATION FORM

1. Complete name of Government agency, commercial firm, or other organization	
2. Complete address	
3. Contract number or other reference and type	4. Date of contract
5. Date work commenced	6. Date work was completed or scheduled to be completed
7. Contract Type and Contract Value	8. Final amount invoiced or amount invoiced to date
9a. Technical point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)	9b. Contracting point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)
9c. Environmental Regulator point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)	10. Consultants and partners/subcontractors used (names, addresses, and phone numbers)
11. Project/Contract Title	
12. Description of contract work (Describe nature and scope)	

13. Current Status of Contract (choose one)

- Work Continuing, On Schedule
- Work Continuing, Behind Schedule
- Work Completed, No further Action Pending or Underway
- Work Completed, Routine Administrative Action Pending or Underway
- Work Completed, Litigation Pending or Underway
- Terminated for Convenience
- Terminated for Default
- Other (explain):

Attach additional sheets if necessary (two additional sheets maximum)

Instructions for Completing the Reference Information Worksheet

- Item 1. Insert the complete name and address of the customer, including parent organization, if any. Do not use acronyms.
- Item 2. Insert the customer's complete address, including both post office box and street addresses, if applicable.
- Item 3. Insert any contract number or other contract reference used by the customer and contract type.
- Item 4. Insert the date on which the contract came into existence.
- Item 5. Insert the date on which you started to perform the work.
- Item 6. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.
- Item 7. Insert the contract type and contract value (separately listing fee if cost-type).
- Item 8. Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.
- Item 9a. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the contract.
- Item 9b. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.
- Item 9c. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of (a) lead environmental regulator(s) or a State regulatory office director under whose authority environmental regulations would be enforced.
- Item 10. Insert names and phone numbers of consultants and partners/subcontractors used.
- Item 11. Insert the title of the project and/or contract.

- Item 12. Describe the nature and scope of the work. Describe the relevance of the work to the current acquisition and discuss performance. The objective is to show how the work that you did or are doing is similar in nature and scope to the work that is to be performed under the contract contemplated by the request for proposals. Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance.
- Item 13 Check the box which most accurately describes the current contract status.

ATTACHMENT L-B

PAST-PERFORMANCE INFORMATION QUESTIONNAIRE

Past Performance Information Questionnaire for	
Respondent: Please fill in the following table:	
1. Complete Name of Responder and Company	
2. Company Address, Telephone Number and Facsimile Number (w/Area Code)	
3. Contract Number and Type of Contract	
4. Signature	

Please use the following definitions to provide your ratings:

4 = Outstanding	Performance was substantially and consistently above contract requirements. Contractor displayed an overall superior understanding of contract requirements, and used innovative approaches leading to enhanced performance.
3 = Good	Performance was above minimum contract requirements. Contractor displayed a thorough understanding of contract requirements.
2 = Satisfactory	Performance met minimum contract requirements.
1 = Marginal	Performance was below minimum contract requirements. Contractor displayed a lack of thorough understanding of contract requirements in one or more significant performance areas.
0 = Unsatisfactory	Completely failed to meet the minimum contract requirements. Contractor displayed a total lack of understanding of contract requirements.
NA = Not Applicable	
DK = Don't Know	No knowledge available to rate this question.

For any rating(s) less than 2, please attach an explanatory narrative. We greatly appreciate your time and assistance in completing this questionnaire.

Past Performance Information Questionnaire for

Respondent _____

1. How would you rate the contractor's performance in the following areas: Meeting contract milestones? Submitting deliverables timely? Adherence to contract schedules?	 [0] [1] [2] [3] [4] [NA] [DK] [0] [1] [2] [3] [4] [NA] [DK] [0] [1] [2] [3] [4] [NA] [DK]
2. Did the contractor perform within the contract ceiling or estimated cost?	[0] [1] [2] [3] [4] [NA] [DK]
3. Did the contractor utilize cost efficiencies in performance of your contract?	[0] [1] [2] [3] [4] [NA] [DK]
4. How would you rate the contractor's cost performance?	[0] [1] [2] [3] [4] [NA] [DK]
5. Did the contractor submit accurate and timely invoices?	[0] [1] [2] [3] [4] [NA] [DK]
6. If proposals were generated for changes, requests for equitable adjustment, or claims, were they reasonably priced?	[0] [1] [2] [3] [4] [NA] [DK]
7. How would you rate the contractor's key personnel performance?	[0] [1] [2] [3] [4] [NA] [DK]
8. How would you rate the contractor's responsiveness to technical direction?	[0] [1] [2] [3] [4] [NA] [DK]
9. Did the contractor utilize an effective project management system that included planning, budgeting, status tracking, reporting, baseline management, critical path analysis, and work breakdown structure?	[0] [1] [2] [3] [4] [NA] [DK]
10. Has there been a positive or negative trend in contract performance ("0" would be a very negative trend, "4" would be a very positive trend)	[0] [1] [2] [3] [4] [NA] [DK]
11. Did the contractor demonstrate the ability to create teaming/partnering relationships to achieve project goals?	[0] [1] [2] [3] [4] [NA] [DK]
12. Did the contractor demonstrate the ability to integrate activities with other contractors on multiple contractor sites?	[0] [1] [2] [3] [4] [NA] [DK]
13. Was the Statement of Work executed effectively by the contractor in a consistently high quality manner?	[0] [1] [2] [3] [4] [NA] [DK]
14. Was the contractor successful in recruiting and retaining strong, well-qualified key personnel?	[0] [1] [2] [3] [4] [NA] [DK]
15. Was the contractor's Environment Safety & Health (ES&H) program in compliance with contract requirements and protective of workers, public, and the environment?	[0] [1] [2] [3] [4] [NA] [DK]

ATTACHMENT L-C

STATEMENT OF WORK

Sample Task Order

This Sample Task Order is for evaluation purposes only in accordance with Sections L and M of this solicitation.

C.1 INTRODUCTION

This IDIQ task includes three subtasks for work needed by the Contractor for the production of 10 metric tonnes of Uranium (MTU) of HALEU UF₆ enriched to 19.75% wt. uranium-235 including all preparations (design, licensing, facility readiness), storage for one year, and DOE inspection/acceptance. This Sample Task Order will only be used for the IDIQ source selection process and includes a pricing structure for that evaluation. DOE does not intend to own any Intellectual Property (IP), facilities, or equipment.

C.2 BACKGROUND

The IDIQ contract and PWS define the scope and requirements which may be assigned through individual TOs. The IDIQ contract provides for the assignment of work on a task-by-task basis as needs are defined.



- Enrichment may be performed in one or more steps/locations.

C.3 OBJECTIVES

Contractors, in response to this Sample Task Order 1, shall address the scope of work described in C.4 below, covering HALEU enrichment preparations (design, licensing, modifications), performing the enrichment, storage of the material for one year, and DOE inspection/acceptance. This is a Sample Task Order under the IDIQ contract.

C.4 SCOPE OF WORK

This Sample Task Order 1 proposal shall be prepared as a Cost Plus Fixed Fee (CPFF) task. The Contractor shall furnish all the necessary management, labor, supplies, materials, technical expertise, licensing, permits, transportation, construction, facilities, and equipment necessary to accomplish this contract work scope. This includes providing personnel, including the proper skill mix, experience, and required number of qualified personnel required to accomplish work tasks; providing materials necessary, including supplies, spares, tools,

and test equipment, consumables, hardware, software, automatic data processing equipment, documentation, and other applicable properties; providing facilities, including any needed administrative and work spaces; organizational processes, including needed internal controls, management oversight; and supply support to the DOE mission regarding HALEU enrichment described in this statement of work.

Work scope locations are defined in section C.5 of the RFP (also included below).

Process	Location Preference	New Capacity Consideration
Mining/Milling	US preferred, North America next preferred, allied or partner nations next preferred	Existing capacity preferred
Conversion	US preferred, North America next preferred, allied or partner nations next preferred	New or Restored Capacity preferred
Enrichment (Natural up to <5%)	US preferred, allied or partner nations next preferred	New Capacity preferred
Enrichment (>5% up to <20%)	US only	No Preference

It is recognized that a number of prerequisite activities are required prior to the actual production of UF₆. This task requires the Contractor to complete all preparations (design, licensing, facility readiness) for enrichment, storage, and ready to transport 10 MT of UF₆ product enriched to 19.75% wt. uranium-235. This sizing is being used to provide a common standard for all parties responding to this sample task. DOE’s goal is to establish a HALEU supply as soon as possible, in partnership with industry.

Following receipt of all licenses and other regulatory approvals (including completion of NEPA), the Contractor shall begin enrichment of 10MTU HALEU UF₆. The HALEU UF₆ product will require NRC-approved packaging for storage and transportation to be provided by the Contractor. Packaging and storage of the 10MTU of HALEU will be in the UF₆ format. HALEU UF₆ shall meet the most current ASTM Standard Specification. DOE will retain title to all HALEU and require storage at the Contractor’s facility. The Contractor’s facility shall have the capability to transport the 10MTU of HALEU per year shall be designed/built into the facility and license.

The NRC is the legal regulatory authority with respect to the commercial production, possession, storage, and management of HALEU in the United States. This sample task identifies three separate elements to be addressed, which are described in detail later in this scope section.

Subtask 1. Preparation of all design, and license and permit applications

For purposes of this sample task, the Contractor’s required HALEU UF₆ production capacity is 10 MT per year. Immediately after award, the Contractor shall prepare background information to comply with all regulatory authorities necessary to begin HALEU enrichment production and storage operations. This subtask includes all activities associated with the Contractor’s approach to the process steps of mining and milling, conversion,

enrichment (for LEU and HALEU), and storage. The Contractor may produce engineering studies, feasibility studies, or designs that will be needed to support regulatory approvals. This subtask also includes producing and submitting draft permit applications, license applications, license modifications, etc. As defined, this subtask 1 only includes permissible interim actions pursuant to NEPA and implementing regulations at 40 CFR 1506.1. For the purposes of preparing this sample task proposal, the contractor will assume that the DOE NEPA evaluation and Record of Decision will be completed in 18 months from the issuance of this solicitation. Following the completion of the DOE NEPA, any further facility and site-specific NEPA evaluations are expected to be completed by the NRC. The Contractor will be the facility owner/operator/licensee. This subtask is considered complete when applications for all licenses, modifications, and permits necessary for this HALEU production and storage have been accepted by the relevant regulatory agencies for review and processing.

Subtask 2. Complete the licensing process, including all facility readiness

Following the Contractor's receipt of required regulatory authorizations, and DOE's completion of NEPA and issuance of a Record of Decision described in Subtask 1, the Contractor shall proceed with the completion of the NRC licensing process, including all facility readiness activities. Complete all activities necessary to receive authorizations to begin HALEU UF₆ production and storage operations.

Subtask 3. Initial Enrichment operations

Following the Contractor's receipt of start-up approvals/authorizations from the NRC and other regulatory agencies, produce and deliver to storage for acceptance, 10 MT of HALEU UF₆ product enriched to 19.75% wt. uranium-235. All HALEU UF₆ product will require cylinders for collection and storage, both of which shall be provided by the Contractor. For purposes of this TO, Contractor's shall prepare their proposal assuming the utilization of an existing licensed UF₆ product cylinder specification and design. Delivery for acceptance and storage is at the Contractor's HALEU storage facility. The contractor is responsible for providing all feedstock, performing the enrichment operations, NRC licensed packaging of the enriched product for storage, and providing the necessary documentation for DOE acceptance of the product for payment. The enriched HALEU product must meet the most current version of the applicable ASTM HALEU specifications.

The contractor shall provide an overall schedule for the performance of this TO, including details for the performance of each of the three subtasks.

C.5 REQUIRED SKILLS/EXPERTISE

The Contractor is responsible for determining and providing the unique and/or specific skills and expertise that may be required to perform the work scope defined in this SOW. DOE is not responsible for providing or training Contractor personnel.

C.6 QUALITY ASSURANCE REQUIREMENTS

The HALEU production process will be regulated by the NRC. All design, construction, and operation necessary for HALEU production are the responsibility of the Contractor and shall be conducted in accordance with the quality requirements specified by the NRC regulations. The Contractor shall maintain the appropriate NRC-approved Quality Assurance Program (QASP) for performance of this contract identifying how Contractor management will monitor performance to ensure activities are performed in compliance with the

contract requirements. The QASP shall be applicable to all subcontractors and members of the offeror's team. The QASP shall describe how it aligns with the PWS and the Contractor's proposed approach to accomplish it. The proposed QASP establishes performance requirements for the contract (see FAR 37.604). (Note: This QASP does not include specific quality assurance requirements defined by the NRC.)

C.7 SECURITY CONSIDERATIONS

The Contractor shall comply with all applicable laws and regulations regarding security, including export control. Security requirements will be under NRC regulation. The Contractor may be required to have staff with NRC personnel security clearances. Facility, material, and transportation security requirements are defined in the applicable NRC and other regulations. Additional information regarding security for this contract will be provided in the Contract Security Classification Specification (CSCS).

Workforce requirements for operational staffing are defined in the applicable NRC regulations.

C.8 ENVIRONMENTAL, SAFETY AND HEALTH CONSIDERATIONS

The NRC will be the regulatory authority for the design, licensing, and operation of the HALEU production activities under this contract. This includes environmental and safety and health of workers and the public associated with the nuclear operations. NEPA requirements will be addressed by both DOE and the NRC (for site-specific actions), and any other agencies, as required. The Contractor must also obtain all required permits, licenses, and other applicable certifications required for the construction and operation of the HALEU production activities. The Contractor shall be responsible for complying with all applicable State, Local, and Federal ES&H laws and regulations. The Contractor is responsible for all costs of fines and penalties resulting from violations of, or failure of the Contractor to comply with, Federal, State, local, or foreign laws and regulations.

C.9 PERIOD OF PERFORMANCE

The schedule for completing this HALEU enrichment TO shall be defined in the offeror's proposal. All work required under this task will be completed in accordance with the Contractor's schedule.

C.10 DELIVERABLES

HALEU UF₆ product deliverables will be in accordance with the Contractor-provided delivery schedule. The enriched HALEU product must meet the most current version of the applicable ASTM HALEU specifications.

DOE-E-2001 INSPECTION AND ACCEPTANCE (OCT 2014)

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer in accordance with the clause entitled FAR 52.246-15, Certificate of Conformance. If the Contracting Officer assigns this responsibility to the Contracting Officer's Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

(End of Clause)

52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING (SEPT 1989)

(a) The Contractor shall test 1 sample unit(s) of Lot/Item *Enriched HALEU* as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within TBD calendar days from the date of this contract to *ATTN: Trevor Bluth, 1955 Fremont Ave. MS 1221, Idaho Falls, ID 83402* marked "First Article Test Report: Contract No. TBD, Lot/Item No. TBD" Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) of this subsection. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this subsection, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of clause)

All data deliverables under the contract shall be submitted in accordance with the contractor's proposed schedule, in an electronic format. Unless otherwise specified, file sharing sites or other web-based systems, if approved by the COR, may be used for submittal of data deliverables, providing they have adequate security to protect the information from accidental release. Final data deliverables shall be free of grammatical and format errors. Delivery of routine reports required by the PWS, and this SOW shall be submitted in accordance with terms of the master IDIQ.

C.11 TRAVEL/WORK LOCATION

The Contractor's travel planning under this TO should be for necessary meetings with the NRC and other regulators, where required.

The Contractor's work location shall be consistent with the location preference defined in the PWS, Section C.5, Table 1. Enrichment from 5% up to 20% and storage of enriched product are required to be in the continental U.S.

ATTACHMENT L-D

Community Benefits Plan Instructions

The Community Benefits Plan: Job Quality and Equity (Community Benefits Plan or Plan) shall set forth the Offeror's approach to the following four goals: 1) community and labor engagement; 2) investing in the American workforce 3) advancing diversity, equity, inclusion, and accessibility (DEIA); and 4) contributing to the Justice40 Initiative. The below sections set forth the Plan requirements for each of the foregoing goals.

The Community Benefits Plan shall not exceed twelve pages.

1. **Community and Labor Engagement:** The Community Benefits Plan must describe the Offeror's actions to date and future plans to engage with Tribal governments and community stakeholders – such as labor unions, local governments, and community-based organizations that support or work with underserved communities, including Disadvantaged Communities as defined for purposes of the Justice40 Initiative and as identified by the Climate and Economic Justice Screening Tool.

Offerors may also provide Community and Labor Partnership Documentation from representative organizations reflecting substantive engagement and feedback on Offeror's approach to community benefits including the American workforce; diversity, equity, inclusion, and accessibility (DEIA); and the Justice40 Initiative detailed below.

2. **Investing in the American Workforce:** A well-qualified, skilled, and trained workforce is necessary to ensure project stability, continuity, and success, and to meet program goals. The quality of jobs is critical to attracting and retaining the qualified workforce required. The Plan must describe the Offeror's approach to investing in workforce education and training of both new and incumbent workers and ensuring jobs are of sufficient quality to attract and retain skilled workers in the industry. Specific components of the Plan should include:
 - a. A summary of the Offeror's plan to attract, train, and retain a skilled and well-qualified workforce for both construction and ongoing operations/production activities. A collective bargaining agreement, project labor agreement, labor-management partnership, or other similar agreement would provide evidence of such a plan. Alternatively, Offerors may describe:
 - i. wages, benefits, and other worker supports to be provided benchmarking against prevailing wages for construction and local median wages for other occupations;
 - ii. commitments to invest in workforce education and training, including measures to reduce attrition, increase productivity from a committed and engaged workforce, and support the development of a resilient, skilled, and stable workforce for the project; and
 - iii. efforts to engage employees in the design and execution of workplace safety and health plans.
 - b. A description of employees' ability to organize, bargain collectively, and participate, through labor organizations of their choosing, in decisions that affect them contributes to

the effective conduct of business and facilitates amicable settlements of any potential disputes between employees and employers, providing assurances of project efficiency, continuity, and multiple public benefits. In the description, explain whether workers can form and join unions of their choosing, and how they will have the opportunity to organize with the purposes of exercising collective voice in the workplace.

- c. Evidence that demonstrates the Offeror is a responsible employer, including but not limited to, disclosures of labor or wage law violations in the last two years and remedies undertaken to avoid future violations.
3. DEIA: The Community Benefits Plan must include a section describing how DEIA objectives will be incorporated into the project. The section should detail how the Offeror will partner with underrepresented businesses, educational institutions, and training organizations that serve workers who face barriers to accessing quality jobs, and/or other project partners to help address DEIA.

The following is a non-exhaustive list of potential DEIA actions that could be included in a Plan. This list is offered to provide guidance to Offerors and is not intended to be comprehensive or mandatory (for purposes of the CBP, entities shall self-identify for categories not listed in SAM.gov; for example, Minority Business Enterprises and Minority Owned Businesses).

- a. Commitment to partner with Minority Business Enterprises, Minority Owned Businesses, Woman Owned Businesses, and Veteran Owned Businesses for contractor support needs;
 - b. To fill open positions for the DOE-funded project, partner with workforce training organizations serving under-represented communities and those facing systemic barriers to quality employment such as those with disabilities, returning citizens, opportunity youth, and veterans;
 - c. Provide workers with comprehensive support services, such as childcare and transportation.
4. Justice40 Initiative: Offerors must provide an overview of benefits to disadvantaged communities that the project can deliver, supported by measurable milestones. Specifically, the Justice40 Initiative section must include:
 - a. Identification of applicable Disadvantaged Communities to which the anticipated project benefits will flow. Offerors should use version 1.0 of the Climate and Economic Justice Screening Tool (CEJST) to identify geographically defined Disadvantaged Communities for any covered programs under the Justice40 Initiative and for programs where a statute directs resources to disadvantaged communities, to the maximum extent possible and permitted by law. Note that the term Disadvantaged Communities includes all Federally Recognized Tribes and Tribal entities, whether or not they have land.
 - b. Identification of applicable benefits that are quantifiable, measurable, and trackable, including, at a minimum, a discussion of the relevance of each of the eight DOE Justice40 Initiative benefits outlined below.
 - i. Benefits include (but are not limited to) measurable direct or indirect investments or positive project outcomes that achieve or contribute to the following in disadvantaged communities: (1) a decrease in energy burden; (2) a decrease in environmental exposure and burdens; (3) an increase in access to low-cost capital; (4) an increase in job creation, the clean energy job pipeline, and job training for

individuals; (5) increases in clean energy enterprise creation and contracting; (6) increases in energy democracy, including community ownership; (7) increased parity in clean energy technology access and adoption; and (8) an increase in energy resilience. In addition, Offerors should also discuss how the project will maximize all of the benefits listed in 4. Justice40 Initiative.

- ii. A description of how and when anticipated benefits are expected to flow to disadvantaged communities. For example, will the benefits be provided directly within disadvantaged communities identified in the Justice40 Initiative section, or are the benefits expected to flow in another way? Further, will the benefits flow during project development or after project completion, and how will Offeror track benefits delivered?
- iii. A discussion of anticipated negative and cumulative environmental impacts on disadvantaged communities. Are there anticipated negative or positive environmental impacts associated with the project, and how will the Offeror mitigate any negative impacts? Within the context of cumulative impacts created by the project, Offerors should use the CEJST tool to quantitatively discuss existing environmental impacts in the project area. See [CEJST](#)

ATTACHMENT L-E
CPFF Task Proposal
Attached Excel File

Section M - Evaluation Factors for Award

M.1 52.247-50 NO EVALUATION OF TRANSPORTATION COSTS (APR 1984)

Costs of transporting supplies to be delivered under this contract will not be an evaluation factor for award.

(End of provision)

M.2 DOE-M-2001 PROPOSAL EVALUATION - GENERAL (FEB 2019)

(a) Conduct of acquisition.

(1) This acquisition will be conducted pursuant to FAR Part 15, Contracting by Negotiation; Department of Energy Acquisition Regulation (DEAR), Part 915, Contracting by Negotiation and the provisions of this solicitation.

(2) DOE has established a Source Evaluation Board to evaluate the proposals submitted by offerors in response to this solicitation. Proposal evaluation is an assessment of the proposal and the offeror's ability to perform the prospective Contract successfully. Proposals will be evaluated solely on the criteria and subcriteria specified in the solicitation by assessing the relative significant strengths, strengths, significant weaknesses, weaknesses, and deficiencies of each offeror's proposal against the evaluation criterion in Section M to determine the offeror's ability to perform the contract.

(3) The designated source selection authority will select one or more offerors for award of the IDIQ contract. The selection(s) will be made to the offeror(s) with the most highly rated Technical and Management Proposal(s) (Volume II) with fair and reasonable price(s). Trade-offs will not be used. The source selection authority's decision will be based on a comparative assessment of proposals against all evaluation criterion in the solicitation. The source selection authority may reject all proposals received in response to this solicitation, if doing so is in the best interest of the Government.

(b) Deficiency in proposal.

(1) A deficiency, as defined at FAR 15.001, Definitions, is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful Contract performance to an unacceptable level. No award will be made to an offeror whose proposal contains a deficiency.

(2) A proposal may be eliminated from further consideration before complete evaluation if the proposal contains a deficiency as determined by the evaluation board. Such deficiencies may include any exceptions or deviations from the terms of the solicitation. A proposal may be deemed unacceptable if it does not represent a reasonable initial effort to address the material requirements of the solicitation, or if it does not substantially comply with the proposal preparation instructions of this solicitation. Cursory responses or responses that merely repeat or reformulate the IDIQ PWS and/or TO PWS will not be considered responsive to the requirements of the solicitation. If a proposal is rejected, a notice will be sent to the offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

(c) Responsibility. In accordance with FAR subpart 9.1, Responsible Prospective Contractors, and DEAR subpart 909.1, Responsible Prospective Contractors, the CO is required to make an affirmative determination of whether a prospective Contractor is responsible. The CO may, if necessary, conduct a pre-award survey of the prospective Contractor as part of the considerations in determining responsibility. In the absence of information clearly indicating that the otherwise successful offeror is responsible, the CO shall make a determination of non-responsibility and no award will be made to that offeror; unless the apparent successful offeror is a small business and the Small Business Administration issues a Certificate of Competency in accordance with FAR part 19.6, Certificates of Competency and Determinations of Responsibility.

(d) Award without discussions. In accordance with paragraph (f)(4) of the provision at FAR 52.215-1, Instructions to Offerors - Competitive Acquisition, the Government intends to evaluate proposals and award a contract without conducting discussions with offerors. Therefore, the offeror's initial proposal shall contain the offeror's best terms from a cost or price and technical standpoint. The Government, however, reserves the right to conduct discussions. If the Government conducts discussions, it will conduct them with all offerors in the competitive range.

(e) For each offeror's technical proposal, an adjectival rating will be assigned to each criterion (1-4) based on the technical proposal evaluation and resulting strengths, weaknesses and deficiencies assigned for that criterion.

(End of Provision)

M.3 DOE-M-2002 EVALUATION FACTOR - TECHNICAL APPROACH (OCT 2015)

The offeror's technical approach proposal (Criterion 1-4) will be evaluated on the degree to which its proposal demonstrates the offeror's understanding, capability, and approach that will allow the successful accomplishment of the PWS.

The offeror will not be required to demonstrate or be evaluated on their ability to support defense needs as part of this acquisition.

Criterion 1: Capabilities and Experience

DOE will evaluate the extent of the offeror's capability and experience to successfully complete the work as described in the PWS, including evaluating the:

- (i) Extent of capabilities and experience related to the enrichment of uranium, storage, and transportation operations. Extent of proposed capabilities and experience will also be evaluated in accordance with C.5 Table 1;
- (ii) Relevance of experience on complex projects involving work similar to the work described in the PWS;
- (iii) Extent of the team's capabilities, knowledge, and experience with each of the following aspects of uranium production: (a) mining and milling; (b) uranium conversion; (c) uranium enrichment; (d) enriched uranium packaging and storage; and (e) transportation. Extent of any experience and existing capabilities for any of these areas that are specific to uranium enrichments above 5% wt. of the isotope uranium-235;
- (iv) Extent of capabilities and experience with planning, designing, licensing, permitting, constructing, and operating nuclear facilities. Specifically address any relevant experience with planning, designing,

licensing, permitting, constructing, start-up and operation of uranium enrichment and special nuclear material storage facilities.

Criterion 2: Project Approach

DOE will evaluate the offeror's approach to successfully completing the technical aspects of the work described in the PWS, including the following:

- (i) The offeror's proposal reflects an understanding of the PWS and identifies necessary approaches to successfully accomplish the objectives. DOE will evaluate the offeror's approach to effectively manage, implement, and execute multiple TOs for the IDIQ PWS;
- (ii) The offeror's proposal demonstrates completeness and realism of the proposed resources the offeror will make available for performance of the PWS, including its capability to interface and collaborate with other contractors and other regulators, such as the NRC, and the proposed roles of its team members.
- (iii) The offeror's proposal demonstrates feasibility and realism of the proposed approach for accurate and timely tracking and reporting of cost, schedule, and performance information throughout the life of the contract.
- (iv) The Sample Task Order and WBS reflect a thorough and capable understanding of the work which should result in successful completion with minimal performance risk.

Criterion 3: Past Performance

(a) Offeror. The offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), will be evaluated on the Government's assessment of relevant and recent past performance information obtained for the offeror performing work similar in scope, size, and complexity to the portion of the PWS that each entity is proposed to perform. The information will be evaluated in order to assess the offeror's potential success in performing the work required by the contract. The evaluation will be based on the portion of work that each entity is proposed to perform, and may consider the following:

(1) scope – type of work (e.g., work as identified in the PWS, including similar work of a non-Government nature);

(2) size – dollar value (approximate average annual value in relation to the proposed work; annual contract value of approximately \$20M for evaluation purposes); and

(3) complexity – performance challenges (e.g., enrichment activities, NRC licensing, long-lead procurements, facility construction and modification, etc.). The higher the degree of relevance of the work, the greater the consideration that may be given.

DOE will evaluate recent past performance information for contracts that are currently being performed or have a period of performance end date within the last five years from the original solicitation issuance date for reference contracts provided in accordance with Section L.7, Criterion 3. The Government will only evaluate performance information for contracts performed or completed within the five-year period preceding the original solicitation issuance date. More recent past performance information may be given greater consideration.

The Government will not apportion the assessment of past performance differently amongst the members of an offeror's team, as each entity is considered to be responsible for overall performance of the ongoing or prior contract. All partner companies on past performance contracts will be equally credited (positively and negatively) for past performance information. However, relevancy determinations on a past performance contract may differ depending upon what scope each entity is proposed to perform.

- (b) Major Subcontractors. Major subcontractor is defined as a subcontractor that is anticipated to receive greater than \$50 million under this IDIQ contract. The offeror's proposed major subcontractors will be evaluated on the past performance information obtained for the major subcontractor performing work similar in scope, size, and complexity to that proposed to be performed by that subcontractor under this proposal. DOE will evaluate past performance information for major subcontractors on contracts that are currently being performed or have been completed within the last five years from the original solicitation issuance date.
- (c) Newly formed entity and predecessor companies. The evaluation of past performance for the offeror and any major subcontractor(s) may be based on the past performance of its parent organization(s), member organizations in a joint venture, limited liability company, or other similar or affiliated companies, provided the offeror's proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. Meaningful involvement means the parent, member, or affiliate will provide material supplies, equipment, personnel, or other tangible assets to contract performance; or that the common parent will utilize the expertise, best practices, lessons learned, or similar resources from the affiliate to affect the performance of the offeror. Past performance information from predecessor companies that existed prior to any mergers or acquisitions may also be considered where the offeror's proposal demonstrates such performance reasonably can be predictive of the offeror's performance.
- (d) Work to be performed. DOE will evaluate the offeror and all members of a teaming arrangement, as defined in FAR 9.601(1) and any teaming subcontractors, in accordance with the work each entity is proposed to perform to cover the work scope described in the PWS. Each reference contract will be evaluated for relevancy in terms of scope, size, and complexity.
- (e) No record of past performance. If the offeror or Teaming Subcontractor(s) do not have a record of relevant past performance or if information is not available, the offeror or Teaming Subcontractor(s) will be evaluated neither favorably nor unfavorably.

Criterion 4: Small Business Utilization

The proposal will be evaluated as to the offeror's approach to meet or exceed the small business subcontracting goals and the extent of proposed participation/utilization of Small Disadvantaged Business (SDB) firms, including whether the offeror's approach will ensure SDBs are given a reasonable opportunity to participate in performing/supporting PWS requirements (if applicable). The complexity/variety of work proposed to be performed by SDBs will be assessed. If the offeror is other than a small business, the offeror's Small Business Subcontracting Plan, submitted in accordance with FAR 52.219-9 and Section L instructions, will also be evaluated to determine the extent to which the offeror identifies and commits to the participation of small businesses, whether as joint venture members, teaming arrangement, or subcontractors. Failure to submit such a

plan may render the offeror ineligible for award (if applicable). If the offeror is not required to submit a Small Business Subcontracting Plan, the offeror will be evaluated neither favorably nor unfavorably.

M.4 DOE-M-2010 EVALUATION FACTOR – COST AND FEE/PRICE

The total evaluated price (TEP) will be calculated for evaluation purposes only to determine cost realism, price reasonableness, and mathematical accuracy. The TEP will be the arithmetic sum of the T&M Rates, Material Handling Fee, and Sample Task Order. The Government may use any or all price and cost analysis techniques and procedures described in FAR 15.404-1. Only offers determined to be the highest technically rated will be evaluated for cost realism, reasonableness, and mathematical accuracy.

- (i) T&M Rates. The DOE has included the Direct Productive Labor Hours (DPLH) per labor category per contract year for evaluation purposes. These DPLH will be multiplied by the proposed fully burdened T&M rate for each year and the sum of these will be the evaluated price for the T&M Rates.
- (ii) Material Handling Fee. The DOE has estimated a dollar amount for material for evaluation purposes. The total of this estimated material cost will be multiplied by the proposed Material Handling Fee for each contract year and the sum of these will be the evaluated Material Handling Fee.
- (iii) Fixed Fee. The DOE will evaluate for reasonableness. The Fixed Fee will be evaluated with the Sample Task Order proposal as described below.
- (iv) Sample Task Order Proposal. The DOE cost evaluation, including cost realism, will establish a total evaluated price for the sample task proposal. Travel will not be evaluated. The Sample Task Order TEP will include the Offeror's proposed CPFF rate as proposed above.

M.5 DOE-M-2011 RELATIVE IMPORTANCE OF EVALUATION CRITERION (OCT 2015)

(a) The relative importance of the evaluation for the Technical Approach Proposal are listed in descending order of importance below:

- Capabilities and Experience (Criterion 1);
- Project Approach (Criterion 2);
- Past Performance (Criterion 3);
- Small Business Utilization (Criterion 4)

Each evaluation criterion applicable to this solicitation is identified and described in this and other provisions of this Section M.

(b) The total evaluated price (TEP) will be calculated for evaluation purposes only to determine cost realism, price reasonableness, and mathematical accuracy as described in M.4 Cost and Fee/Price.

(End of Provision)

M.6 DOE-M-2012 BASIS FOR AWARD (OCT 2015)

Award of the IDIQ: The Government intends to award multiple IDIQ contract(s) to offerors with the most highly rated Technical and Management Proposals (Volume II) at a fair and reasonable price, allowing for efficient competition and award of future TOs. The evaluation factors for the Technical and Management Proposal will be adjectivally rated. The Cost and Fee/Price evaluation factor will not be rated; however, the

evaluated price of the highest technically rated offers will be evaluated for price realism, reasonableness, and mathematical accuracy. The Government will not award a contract at an unreasonably high price.

(End of Provision)