

**TASK ORDER REQUEST FOR PROPOSAL (RFP) No. 89243521RFE000017**

**Issued Under:  
GSA's One Acquisition Solution for Integrated Services  
(OASIS SMALL BUSINESS 8(a) SUBPOOL 1)  
Indefinite-Delivery Indefinite Quantity (IDIQ) Contract**

**Solicitation Title:** Management and Technical Support Services

The acquisition is for Management and Technical Support Services for the Department of Energy (DOE), Strategic Petroleum Reserve Project Management Office (SPRPMO) in New Orleans, Louisiana. The work may involve support to the SPR sites located in Louisiana and Texas. The work will support both the SPRPMO and its ongoing Life Extension 2 (LE2) program.

The support services needed are in the areas of: financial management analysis; budget formulation and execution support; project reports, cost estimation, cost and schedule controls; integration of appraisal and audit information; analysis of scheduling and the documentation and analysis of configuration management systems; integration and documentation of security and emergency program procedures; mail and word processing; reproduction; graphics; records management; acquisition and sales support; personnel clearance support; Freedom Of Information Act (FOIA) support; analysis and integration of other special studies; IT implementation of the SPR Information Technology Long Range Plan; Environmental, Safety & Health (ES&H) support; and Quality Assurance support.

**Issuing Office:** U.S. Department of Energy  
Strategic Petroleum Reserve  
Project Management Office  
900 Commerce Road, East  
New Orleans, LA 70123

**Agency Contact:** Jeremy Smith  
Contract Specialist  
Telephone: 504-275-4783  
Email: jeremy.smith@spr.doe.gov

**Alternate Contact:** Mary Catherine Roark  
Ordering Contracting Officer (OCO)  
Telephone: 504-734-4195  
Email: mary.roark@spr.doe.gov

**RFP Issue Date:** June 10, 2021

**Questions Due Date:**

Questions concerning this RFP must be submitted via email to [doessc2021@spr.doe.gov](mailto:doessc2021@spr.doe.gov), no later than **12:00 PM Central Daylight Time, June 30, 2021**, to allow a reply to reach all prospective Offerors before the submission of their proposals. Any questions received after this date may not be answered prior to the date that proposals are due. Each question should clearly specify the area to which it refers. Answers will be made available to all prospective Offerors as soon as practicable via email.

Any information concerning this RFP will be furnished promptly to all prospective Offerors, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective Offerors. The identity of the prospective Offerors asking questions will be withheld.

The Government shall not respond to questions submitted by telephone or in person at any time.

**Proposal Due Date:**

Proposals shall be sent via email to [doessc2021@spr.doe.gov](mailto:doessc2021@spr.doe.gov) and must be received no later than **12:00 PM Central Daylight Time on July 8, 2021**. See FAR 52.212-1(f), *Late Submissions, Modifications, Revisions and Withdrawals of Offers*, for treatment of late proposals. Offerors must submit their proposal in accordance with the Proposal Preparation and Submission Instructions (Section L) attached.

**1.0. OASIS TASK ORDER INFORMATION**

1.1. OASIS Pool Being Solicited/Awarded: **OASIS SB 8(a) SubPool 1**

1.2. NAICS Code and Small Business Size Standard: The principal nature of the requirements described in this solicitation is consistent with services performed by industries in the NAICS Code 541990, entitled, "All Other Professional, Scientific, and Technical Services" with a small business size standard of \$16.5 million.

1.3. Product Service Code (PSC): The services in this solicitation are best represented by PSC Code: R499 entitled "Support – Professional: Other."

1.4. Type of Contract: The primary type of contract resulting from this solicitation is: Fixed Price Task Order with Cost Reimbursable Other Direct Cost (ODC) line items. *(The contract type is specified by line item in Section 2.0 below.)*

1.5. Type of Services: The type of services under this solicitation is:

Commercial Items     Non-Commercial Items

1.6. Extent of Competition: This solicitation will be based on:

1.6.1.  Fair opportunity procedures (FAR 16.505(b)(1))

1.7. Security Clearances:

1.7.1. The clearance level for this Performance Work Statement (PWS)/Scope of Work (SOW) is:  Unclassified  Classified  Mix of Both

1.7.2. The Facility Clearance Level for this PWS/SOW is:  Unclassified  Secret  Top Secret/Q

- **The individual security clearance levels are identified in the Section 5.0 below.**
- **A Facility Clearance is required. See Part 7.1 – Provision DEAR 952.204-73.**

1.8. Performance Location(s):

1.8.1. The performance locations for this PWS/SOW are:  CONUS  OCONUS  Mix of Both

1.8.2. The labor will be performed at:  Government Site(s)  Contractor Site(s)  Mix of Both

1.8.3. Place(s) of Performance: *(Will be incorporated in Section F of the resultant Task Order.)*

The services specified by this task order shall be performed at the following location:

U.S. Department of Energy  
Strategic Petroleum Reserve  
Project Management Office  
900 Commerce Road East  
New Orleans, LA 70123

The Contractor may be required to travel to perform a small portion of the PWS at the following SPR/other facilities: Bayou Choctaw, 60825-B Highway 1148, Plaquemine, LA 70764; West Hackberry, 1450 Black Lake Road, Hackberry, LA 70560; Big Hill, 24784 Big Hill Road, Winnie, TX 77665; Bryan Mound, 1900 County Road 242, Freeport, TX 77541; John C. Stennis Space Center, Code AA00, Building 9355, Stennis Space Center, MS 32529; and Camp Beauregard Army National Guard, Range Complex, Pineville, LA 71360.

1.9. Period of Performance: *(Will be incorporated in Section F of the resultant Task Order.)*

The period of performance for this task order is from November 1, 2021 through October 31, 2023, with 3 (1-year) options that may extend the cumulative term of this task order to 5 years. The options will be exercised unilaterally in accordance with FAR 52.217-9, *Option to Extend the Term of the Contract*.

The task order allows for a 31-day transition period commencing on October 1, 2021. If the transition period is extended, the OCO shall provide written notification of the date the Contractor assumes full responsibility for the PWS.

The period of performance for each Contract Line Item is delineated in Section 2.0 below.

2.0. **CONTRACT LINE ITEMS NUMBERS (CLINs) AND CONTRACT TYPE BY CLIN**

*(Includes both Fixed-Price and Cost Reimbursable no fee (CR) CLINs)*

***(THE OFFEROR MUST FILL-IN THE PRICE/COST COLUMN FOR THE BASE AND OPTION PERIODS IN THE CHARTS BELOW AND PROVIDE THE DIRECT PRODUCTIVE LABOR HOURS FOR THE BASE AND OPTION PERIODS [SEE 2.1 BELOW.] THIS INFORMATION IS TO BE SUBMITTED IN PROPOSAL VOLUME 1.)***

***(The completed charts and Level of Effort will be incorporated in Section B - Supplies or Services/Prices of the resultant task order.)***

***Base Period: 10/1/2021 – 10/31/2023 (The base period includes a 31-day transition period.)***

<b><u>Non-LE2 Support Services</u></b>		
<b><u>Item Number/ Contract type</u></b>	<b><u>Description</u></b>	<b><u>Price/Cost</u></b>
00001 (FFP)	Management and Technical Support Services IAW the PWS	\$
00002 (CR)	Training, Travel, Subcontract, ODCs	\$537,037
00003 (CR)	Contract Access Fee	\$
Total Costs		\$

<b><u>LE2 Support Services</u></b>		
<b><u>Item Number/ Contract type</u></b>	<b><u>Description</u></b>	<b><u>Price/Cost</u></b>
00004 (FFP)	Management and Technical Support Services IAW the PWS	\$
00005 (CR)	Training, Travel, Subcontract, ODCs	\$70,643
00006 (CR)	Contract Access Fee	\$
Total Costs		\$

**Option Year 1: 11/1/2023 – 10/31/2024**

<b><u>Non-LE2 Support Services</u></b>		
<b><u>Item Number/ Contract type</u></b>	<b><u>Description</u></b>	<b><u>Price/Cost</u></b>
00007 (FFP)	Management and Technical Support Services IAW the PWS	\$
00008 (CR)	Training, Travel, Subcontract, ODCs	\$278,967
00009 (CR)	Contract Access Fee	\$
Total Costs		\$

<b><u>LE2 Support Services</u></b>		
<b><u>Item Number/ Contract type</u></b>	<b><u>Description</u></b>	<b><u>Price/Cost</u></b>
00010 (FFP)	Management and Technical Support Services IAW the PWS	\$
00011 (CR)	Training, Travel, Subcontract, ODCs	\$36,545
00012 (CR)	Contract Access Fee	\$
Total Costs		\$

**Option Year 2: 11/1/2024 – 10/31/2025**

<b><u>Non-LE2 Support Services</u></b>		
<b><u>Item Number/ Contract type</u></b>	<b><u>Description</u></b>	<b><u>Price/Cost</u></b>
00013 (FFP)	Management and Technical Support Services IAW the PWS	\$
00014 (CR)	Training, Travel, Subcontract, ODCs	\$286,174
00015 (CR)	Contract Access Fee	\$
Total Costs		\$

<b><u>LE2 Support Services</u></b>		
<b><u>Item Number/ Contract type</u></b>	<b><u>Description</u></b>	<b><u>Price/Cost</u></b>
00016 (FFP)	Management and Technical Support Services IAW the PWS	\$
00017 (CR)	Training, Travel, Subcontract, ODCs	\$37,385
00018 (CR)	Contract Access Fee	\$
Total Costs		\$

**Option Year 3: 11/1/2025 – 10/31/2026**

<b><u>Non-LE2 Support Services</u></b>		
<b><u>Item Number/ Contract type</u></b>	<b><u>Description</u></b>	<b><u>Price/Cost</u></b>
00019 (FFP)	Management and Technical Support Services IAW the PWS	\$
00020 (CR)	Training, Travel, Subcontract, ODCs	\$293,568
00021 (CR)	Contract Access Fee	\$

Total Costs		\$
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<b><u>LE2 Support Services</u></b>		
<b><u>Item Number/ Contract type</u></b>	<b><u>Description</u></b>	<b><u>Price/Cost</u></b>
00022 (FFP)	Management and Technical Support Services IAW the PWS	\$
00023 (CR)	Training, Travel, Subcontract, ODCs	\$38,245
00024 (CR)	Contract Access Fee	\$
Total Costs		\$

*Note 1: CLINS 00002, 00005, 00008, 00011, 00014, 00017, 00020, and 00023 are not-to-exceed (NTE) estimates provided by the Government based on historical data. The subcontract cost included in these CLINs is for the subcontract with Alpiger, P.C. for an independent CPA required by Section 3.3.1b of the PWS. Costs will be paid on actual expenses incurred with no fee. If required, the NTE estimates may be increased and the task order value will be appropriately adjusted.*

*Note 2: CLINS 00003, 00006, 00009, 00012, 00015, 00018, 00021, and 00024 – Contract Access Fee (CAF): The CAF percentage for this task order is 0.75%. The CAF percentage applies to all prices/costs; i.e., all labor, training, travel, subcontracts, ODCs for the specified period of performance.*

**2.1 LEVEL OF EFFORT (DIRECT PRODUCTIVE LABOR HOURS (DPLH)):**

The total DPLH for PWS elements 3.1 through 3.6, inclusive of options, is \_\_\_\_\_ as follows:

- Base Period (11/01/21 – 10/31/23) is \_\_\_\_\_ DPLH
- Option Year 1 (11/01/23 – 10/31/24) is \_\_\_\_\_ DPLH
- Option Year 2 (11/01/24 – 10/31/25) is \_\_\_\_\_ DPLH
- Option Year 3 (11/01/25 – 10/31/26) is \_\_\_\_\_ DPLH

The total DPLH for PWS element 3.8 (LE2 Program Support), inclusive of options, is \_\_\_\_\_ as follows:

- Base Period (11/01/21 – 10/31/23) is \_\_\_\_\_ DPLH
- Option Year 1 (11/01/23 – 10/31/24) is \_\_\_\_\_ DPLH
- Option Year 2 (11/01/24 – 10/31/25) is \_\_\_\_\_ DPLH
- Option Year 3 (11/01/25 – 10/31/26) is \_\_\_\_\_ DPLH

***(THE OFFEROR MUST FILL-IN THE DPLH FOR THE BASE AND OPTION PERIODS ABOVE. THIS INFORMATION IS TO BE SUBMITTED IN PROPOSAL VOLUME 1.)***

**3.0. DESCRIPTION OF SERVICES**

The Performance Work Statement (PWS) is provided as a separate attachment. (See Attachment 3.0 Section C - Performance Work Statement.)

**4.0. PERFORMANCE AND DELIVERY INFORMATION**

Performance standards are provided in Section J Attachment 1 – Performance Requirements.

Task order deliverables and reporting requirements are provided in Section J Attachment 5 – Deliverables/Reporting Requirements.



**5.0. LABOR CATEGORIES AND DESCRIPTIONS**

<b>LABOR CLASSIFICATION</b>	<b>MINIMUM QUALIFICATION</b>	<b>Service Contract Labor Standards Apply (SCLS) (Y/N)</b>	<b>Security Clearance Required (Y/N) Clearance Level L/Q</b>
Project Manager	Bachelor's degree in a business related field; 10 years professional experience with 5 years management experience.	N	Y Q
Deputy Project Manager	Bachelor's degree in a business related field; 8 years professional experience with 3 years management experience.	N	N
Budget/Finance Manager	Bachelor's degree in business management, accounting or related field; and 5 years relevant experience.	N	N
Project Control Specialist	Bachelor's degree in business management or related field and 2 years relevant experience.	N	N
Information Technology Specialist	Bachelor's degree in computer science or related field, and 3 years of experience or 6 years relevant experience in database design, production, and management.	N	N
Budget Analyst	Bachelor's degree in business administration, public administration, finance, or related field, or 5 years relevant experience.	N	N

<b>LABOR CLASSIFICATION</b>	<b>MINIMUM QUALIFICATION</b>	<b>Service Contract Labor Standards Apply (SCLS) (Y/N)</b>	<b>Security Clearance Required (Y/N) Clearance Level L/Q</b>
Project Estimator	Bachelor's degree and 3 years relevant experience.	N	N
Quality Assurance Specialist	Bachelor's degree and 3 years relevant experience that demonstrates a practical knowledge in monitoring, controlling, or maintaining the quality of products or services in quality assurance, inspection, production, or related areas.	N	Y L
Security Specialist	Bachelor's degree and 2 years relevant experience or at least 6 years relevant experience in Security Analysis.	N	Y Q
Security Administrative Assistant	High school diploma or equivalent and 2 years relevant experience.	Y	Y Q
Configuration Management (CM) Specialist	Bachelor's degree in engineering or related field and/or 5 years relevant experience in CM processes and documentation.	N	N
Environmental, Safety, and Health Specialist	Bachelor's degree and/or 5 years relevant experience that demonstrates utilizing knowledge of various scientific disciplines in environmental, safety, and health.	N	Y Q

<b>LABOR CLASSIFICATION</b>	<b>MINIMUM QUALIFICATION</b>	<b>Service Contract Labor Standards Apply (SCLS) (Y/N)</b>	<b>Security Clearance Required (Y/N) Clearance Level L/Q</b>
Audit Specialist	Bachelor's degree in accounting, finance, or related field and 3 years relevant experience in supporting and/or conducting performance and program audits.	N	Y L
Information Publisher	High school diploma or equivalent and 3 years relevant experience in document preparation/publishing.	Y	Y L (Only 2 FTEs in this labor category are required to have clearances.)
Budget Assistant	Bachelor's degree in finance, accounting, or related field or 5 years relevant experience.	Y	N
Mail Assistant	High school diploma or equivalent and 2 years relevant experience.	Y	Y L
Reproduction Assistant	High school diploma or equivalent and 2 years relevant experience.	Y	Y L

**Note: Clearance Levels: 'Q' is equivalent to DOD Top Secret (TS).  
'L' is equivalent to DOD Secret (S).**

## **6.0. INVOICING INSTRUCTIONS**

See 7.1 Below

## **7.0. SOLICITATION PROVISIONS AND TASK ORDER CLAUSES**

All Applicable and Required provisions/clauses set forth in FAR 52.301 automatically flow down to all OASIS SB task orders, based on their specific contract type (e.g. cost, fixed price, etc.), statement of work, competition requirements, commercial or not commercial, and dollar value as of the date the task order solicitation is issued. Representation and Certification Provisions from the OASIS SB master contracts automatically flow down to all OASIS SB task orders. FAR Part 12 clauses/provisions apply.

7.1. FAR Optional and Agency specific Task Order Provisions/Clauses. The following additional provisions and clauses apply to this task order:

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

- (a) Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.
- (b) Each package, report, or other deliverable shall be accompanied by a letter or other document which –
  - (1) identifies the contract by number pursuant to which the item is being delivered;
  - (2) identifies the deliverable item number or report requirement which requires the delivered item; and
  - (3) indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this contract, as identified in Clause SPR-G-002 of the contract, or if none, to the Contracting Officer.

### **FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984) (BY REFERENCE)**

**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 FAR 52.212-4(a), *Inspection/Acceptance*. If the Contracting Officer assigns this responsibility to the Contracting Officer's Representative (COR) or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

**DOE-G-2005 BILLING INSTRUCTIONS (MAR 2019)**

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

(b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor 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.

**SPR-G-001 BILLING INSTRUCTIONS (APR 2016)**

In furtherance of DOE-G-2005, Billing Instructions, the contractor shall submit invoices electronically to the SPRPMO as follows:

1. SPR Finance, Sprfinance@spr.doe.gov
2. COR, Kristin.Frischhertz@spr.doe.gov
3. CO, Mary.Roark@spr.doe.gov

**SPR-G-002 CORRESPONDENCE PROCEDURE**

To promote timely and effective administration, correspondence submitted by the Contractor under this contract shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and waivers, deviations, or modifications to the requirements,

terms, or conditions, of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR) with an information copy of the correspondence to the DOE Contract Specialist.

- (b) Other Correspondence. All other correspondence, except the plans and reports indicated in the reporting requirements checklist in Part III Section J, shall be addressed to the Contracting Officer, with information copies of the correspondence to the DOE COR, and DOE Patent Counsel (where patent or technical data issues are involved), DOE Property Administrator (where property issues are involved).

The checklist reports shall be distributed as specified in Section J, Attachment 5.

- (c) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number, as illustrated below:

SUBJECT: Contract No. (Insert contract number from cover page Block 2);  
(Insert subject topic after contract number).

- (d) Contracting Officer

Mary C. Roark  
Address: U.S. Department of Energy  
Strategic Petroleum Reserve Project Management Office  
900 Commerce Road East  
New Orleans, LA 70123  
Telephone No.: 504-734-4195  
Email address: [mary.roark@spr.doe.gov](mailto:mary.roark@spr.doe.gov)

- (e) Contracting Officer Representative

Kristin Frischhertz  
Address: U.S. Department of Energy  
Strategic Petroleum Reserve Project Management Office  
900 Commerce Road East  
New Orleans, LA 70123  
Telephone No.: (504) 734-4297  
Email address: [Kristin.Frischhertz@spr.doe.gov](mailto:Kristin.Frischhertz@spr.doe.gov)

- (f) Contract Specialist

Jeremy Smith  
Address: U.S. Department of Energy  
Strategic Petroleum Reserve Project Management Office  
900 Commerce Road East  
New Orleans, LA 70123  
Telephone No.: 504-275-4783  
Email address: [jeremy.smith@spr.doe.gov](mailto:jeremy.smith@spr.doe.gov)

(g) Property Administrator

Michele Greco  
 Address: U.S. Department of Energy  
 Strategic Petroleum Reserve Project Management Office  
 900 Commerce Road East  
 New Orleans, LA 70123  
 Telephone No.: 504-734-4235  
 Email address: [michele.greco@spr.doe.gov](mailto:michele.greco@spr.doe.gov)

**DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014)**

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

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

**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.

**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 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.

#### **DOE-H-2030 SECTION 8(a) DIRECT AWARDS (FEB 2018)**

- (a) This contract is issued as a direct award between the Department of Energy (DOE) and the Contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and DOE. In accordance with the SBA-DOE Partnership Agreement, SBA has delegated to DOE, for re-delegation to warranted DOE Contracting Officers, its authority to enter into prime contracts with eligible 8(a) participants in accordance with section 8(a) (1)(A) of the Small Business Act. SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program.
- (b) DOE is responsible for administering the contract and acting on behalf of the Government under the terms and conditions of the contract. DOE may assign contract administration functions to another Government contract administration office. However, DOE shall provide advance notice to the SBA before it issues any final notice terminating performance, either in whole or in part, under the contract; and DOE shall obtain SBA's approval prior to processing any novation agreement.
- (c) The Contractor shall notify the DOE Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based relinquish ownership or control of such, or enter into any agreement to relinquish such ownership or control. Consistent with 15 U.S.C. 637(a) (21), transfer of ownership or control shall result in termination of the contract for the convenience of the Government, unless SBA waives the requirement for termination.
- (d) Even though SBA may not be identified in Section A of the contract, it is still the prime contractor on the contract. The 8(a) participant remains the SBA's subcontractor.

#### **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.

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

The Government may award contracts to other Contractors for work to be performed at a DOE-owned or –controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE Contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by a Government employee.

## **DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014)**

- (a) Designated Federal holidays:
- (1) New Year's Day
  - (2) Birthday of Martin Luther King, Jr.
  - (3) Washington's Birthday
  - (4) Memorial Day
  - (5) Independence Day
  - (6) Labor Day
  - (7) Columbus Day
  - (8) Veterans Day
  - (9) Thanksgiving Day
  - (10) Christmas Day

Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year.

- (b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.
- (c) Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.
- (d) The Contractor shall provide the services required by the contract at Federally-owned or –controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall

not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b), and (c), except as required under paragraph (e). Accordingly, the Contractor's employees, whose regular duty station in performance of this contract is a Federally-owned or controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b), and (c), unless required by paragraph (e) below.

- (e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.
- (f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees' regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above.

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

In implementation of the clause at DEAR 952.204-75, *Public Affairs*, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 10 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.

#### **DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014)**

- (a) In accordance with the clause FAR 52.228-5, *Insurance – Work on a Government Installation*, 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.

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

The Contractor's Representations, Certifications, and Other Statements, dated [TBD] and made in response to Solicitation No. 89243521RFE000017, including those completed electronically via the System for Award Management (SAM), are hereby incorporated into the contract by reference.

**DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS (OCT 2014)**

The Contractor's performance under this contract shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachment 4 and the clause at FAR 52.222-42, *Statement of Equivalent Rates for Federal Hires*.

**DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (OCT 2014)**

- (a) Pursuant to the clause at FAR 52.204-9, *Personal Identity Verification of Contractor Personnel*, the Contractor shall comply with applicable DOE/SPRPMO regulations, policies, and directives regarding identification, credential, and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.
- (b) The Contractor shall comply with the requirements of those DOE/SPRPMO

directives, or parts thereof, identified in Section J, Attachment 3 in implementing the requirements of this clause. The Contracting Officer may, at any time, unilaterally amend Section J, Attachment 3 in order to add, modify, or delete specific requirements.

**DOE-H-2063 CONFIDENTIALITY OF INFORMATION (OCT 2014)**

- (a) Performance of work under this contract may result in the Contractor having access to confidential information via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such confidential information includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the Contracting Officer.
- (b) The restrictions set out in paragraph (a) above, however, do not apply to –
  - (1) information which, at the time of receipt by the Contractor, is in the public domain;
  - (2) information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;
  - (3) information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
  - (4) information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
  - (5) information which is subject to release under applicable law.
- (c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the Contracting Officer.
- (d) Upon request of the Contracting Officer, the Contractor agrees to execute an agreement with any party which provides confidential information to the

Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of confidential information obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the Contracting Officer for approval.

- (e) Upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies, or other organizations) of the information.
- (f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

**DOE-H-2064 USE OF INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND THIRD PARTY SERVICES (OCT 2014)**

- (a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software, or third party service to be acquired, and a lease versus purchase analysis if appropriate.
- (b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.
- (c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.
- (d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.
- (e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer

software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.

- (f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.

### **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., Office of Inspector General (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 OIG.
- (b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
- (c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.
- (d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.
- (e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- (f) Ensure that its managers do not retaliate against DOE Contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

- (g) Ensure that all their employees understand that they must –
  - (1) comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;
  - (2) not impede or hinder another employee's cooperation with the OIG; and
  - (3) not take reprisals against DOE Contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.
- (h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

#### **DOE-H-2066 SAFEGUARDS AND SECURITY PROGRAM (OCT 2014)**

- (a) Pursuant to the clause at DEAR 952.204-2, *Security*, the Contractor agrees to comply with all security regulations and contract requirements as incorporated into the contract.
- (b) The Contractor shall comply with the requirements of those DOE/SPRPMO directives, or parts thereof, identified below in Section J, Attachment 3 in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend Section J, Attachment 3 in order to add, modify, or delete specific requirements.

#### **DOE-H-2067 GOVERNMENT FURNISHED ON-SITE FACILITIES, SERVICES, AND PROPERTY (APR 2018)**

- (a) Pursuant to the Government Property clause of this contract, the Government shall, during the period of performance of this contract, furnish to the Contractor office space for approximately [*TBD*] Contractor personnel. Additional office space may be provided by the Government as necessary for contract performance. The Contractor shall not acquire or lease any office space without the prior written approval of the Contracting Officer.

As necessary during contract performance, the Government shall provide to the Contractor, for that office space described in paragraph (a) above:

The list of Government-Furnished Property (GFP) (Accountable Fixed Assets) is provided in Section J, Attachment 2



**DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)**

- (a) In performing work under this contract, the Contractor shall comply with the requirements of those DOE/SPRPMO directives, or parts thereof listed in Section J, Attachment 3 or identified elsewhere in the contract.
- (b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE/SPRPMO directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's/SPRPMO's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor no later than 30 days prior to the effective date of the revision.
- (c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.
- (d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of this contract at FAR 52.212-4(c), *Changes*.
- (e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

**DOE-H-2072 USE OF GOVERNMENT VEHICLES BY CONTRACTOR EMPLOYEES (OCT 2014)**

- (a) The Government will provide Government-owned and/or –leased motor vehicles for the Contractor's use in performance of this contract in accordance with the clause FAR 52.245-1, *Government Property*.
- (b) The Contractor shall ensure that its employees use and operate Government-

owned and/or –leased motor vehicles in a responsible and safe manner to include the following requirements:

- (1) Use vehicles only for official purposes and solely in the performance of the contract.
  - (2) Do not use vehicles for transportation between an employee’s residence and place of employment unless authorized by the Contracting Officer.
  - (3) Comply with Federal, State, and local laws and regulations for the operation of motor vehicles.
  - (4) Possess a valid State, District of Columbia, or commonwealth’s operator license or permit for the type of vehicle to be operated.
  - (5) Operate vehicles in accordance with the operator’s packet furnished with each vehicle.
  - (6) Use seat belts while operating or riding in a Government vehicle.
  - (7) Do not use tobacco products or eCigarettes while operating or riding in a Government vehicle.
  - (8) Do not provide transportation to strangers or hitchhikers.
  - (9) Do not engage in “text messaging” while operating a Government vehicle, which includes those activities defined in the clause at FAR 52.223-18, *Encouraging Contractor Policies to Ban Text Messaging While Driving*.
  - (10) Do not engage in telephonic communication while operating a Government vehicle, which includes hands-free telephonic communication.
  - (11) In the event of an accident, provide information as may be required by State, county or municipal authorities and as directed by the Contracting Officer.
- (c) The Contractor shall -
- (1) establish and enforce suitable penalties against employees who use, or authorize the use of Government vehicles for unofficial purposes or for other than in the performance of the contract; and
  - (2) pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.

- (d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or –leased vehicles are to be provided for use by Subcontractor employees.

**DOE-H-2074 LIMITATION OF GOVERNMENT’S OBLIGATION – SEPARATE INCREMENTAL FUNDING OF TASK ORDER’S FIXED-PRICE CLINS (NOV 2018)**

- (a) This contract's CLIN 00001, 00004, 00007, 00010, 00013, 00016, 00019, and 00022 contain Federal Acquisition Regulation fixed prices and contract terms and conditions as set forth in the contract, with the exceptions that: these CLINs may be incrementally funded; and if a CLIN is incrementally funded as set forth in the contract, in the event of termination before it is fully funded the Government's maximum liability for the CLIN will be the lower of the amount of funds allotted to the CLIN or the amount payable to the Contractor per the Termination for the Government’s Convenience clause of this contract. For each CLIN there is
- (1) a fixed price;
  - (2) a specified scope of work that corresponds to the fixed price;
  - (3) an anticipated funding schedule that corresponds to the fixed price and the specified scope of work (the parties contemplate that the Government will allot some funds upon execution of the task order);
  - (4) a Government maximum obligation to the Contractor equal to the funds allotted to the task order for the CLIN;
  - (5) if the Government incrementally allots funds, both a fixed price for the services the allotted funds cover and a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
  - (6) an obligation that the Government will pay the Contractor only for the work the Contractor performed: for which funds were allotted; and based only on the fixed price for the services the allotted funds covered (established when the funds were allotted) and the portion of the services performed, not the costs the Contractor may actually incur.
- (b) For each CLIN
- (1) (1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN and the total amount of funds allotted by the

Government to the contract for the CLIN is the fixed price of the work for which the funds are allotted;

- (2) the Contractor explicitly agrees the fixed price in the contract reflects:
    - (i) any additional complexities, challenges, and risks (including all risks, costs or otherwise, associated with any potential termination for convenience, or other risks as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and
    - (ii) the specific risk that in the event of termination of an incrementally funded CLIN before the CLIN is fully funded, the Contractor could receive less than the amount the Termination for Convenience (Fixed-Price) clause of this contract would usually permit, that is, the Government is only obligated to provide to the contractor the lower of the amount of the allotted funds or the amount as determined under the Termination for the Government's Convenience clause of this contract;
  - (3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the task order for the services;
  - (4) if additional funds become available and the Government still has a need for the services in the Contract, the Government will allot funds periodically to the CLIN, the Contractor will continue performance and will provide a specified and fixed amount of work for the additional funds allotted, and the Government will pay the Contractor based on the price of the fixed amount work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and
  - (5) the Contractor agrees to provide the specified and fixed amount of work for the fixed price identified in the Contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.
- (c) For each CLIN
- (1) the fixed price (of both the entire CLIN and of the current cumulative

amount of funds allotted to the CLIN at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;

- (2) the contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and
- (3) if the Government meets the entire Planned Funding Schedule,
  - (i) the cumulative amount of funds allotted will equal the CLIN's fixed price and
  - (ii) the Contractor shall provide the entire scope of work the task order requires for the CLIN.
- (d) The fixed price for each CLIN is listed in Section B of this task order.
- (e) The Planned Funding Schedule for each CLIN is in paragraph (n) of this clause. The sum of the planned funding for each CLIN equals the fixed price of the CLIN.
- (f) The Actual Funding Schedule for each CLIN is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for each fixed-price CLIN and the specific work to be performed for the funds allotted.
  - (1) The Contractor may submit an invoice under a CLIN only after the Government has allotted funds to the CLIN and the Contractor has provided services in accordance with the terms and conditions of the task order. The Contractor may submit an invoice for only the lower of the two preceding amounts, that is, the lower of
    - (i) the amount of allotted funds for the specified work (which is the amount of the fixed price of the specified work) or
    - (ii) the amount equal to the portion of the fixed price for the specified work the Contractor has earned by providing a portion of the fixed work.
- (g) If during the course of this task order the Government is allotting funds to a CLIN per or earlier than the Planned Funding Schedule, this task order to that point will be considered a simple fixed-price task order for that CLIN regardless of the rate at which the Contractor is, or is not, earning amounts payable, and
  - (1) the Government's and the Contractor's obligations under the task order for the CLIN—with the exception that the Government's obligation for the

CLIN is limited to the total amount of funds allotted by the Government to the CLIN and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN were both fixed price and fully funded at time of task order execution, that is, the Contractor agrees that: it will perform the work of the task order for that CLIN; and neither the fixed price for the CLIN nor any other term or condition of the contract or task order will be affected due to the CLIN's being incrementally funded.

- (i) The Contractor agrees, for example, if the Government allots funds to a CLIN per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN, the Government has met all of its obligations just as if the CLIN were fully funded as of the time of task order execution and the Contractor retains all of its obligations as if the CLIN were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the task order; consequently, if the Contractor earns amounts payable at any time in performing work for the CLIN that exceed the total amount of funds allotted by the Government to the task order for the CLIN.
  - (A) it (not the Government) will be liable for those excess amounts payable.
  - (B) it will remain liable for its obligations under every term or condition of the contract/task order and
  - (C) if it fulfills all of its obligations for that CLIN and the Government allots funds to the CLIN equal to the CLIN's fixed price, the Government will pay it the fixed price for the CLIN and no more.
- (ii) The Contractor also agrees, for example, if the Government allots funds to a CLIN by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the task order as if the CLIN were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN were fully funded; consequently, if the Government subsequently terminates the CLIN it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN; or the amount payable per the Termination

for the Government's Convenience clause of this contract.

- (h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the total amount payable by the Government, which is the portion of the price of the services the allotted funds cover that the Contractor has earned, for the CLIN in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN by the Government.
  - (1) The notification is for the Government's planning purposes only and does not change any obligation of either the Government or the Contractor.
  - (2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN.
  - (3) The Government may require the Contractor to continue performance of that CLIN for as long as the Government allots funds for that CLIN sufficient to cover the amount payable for that CLIN.
  
- (i) If the Government does not allot funds to a CLIN per or earlier than its Planned Funding Schedule, the Contractor may be entitled to an equitable adjustment and
  - (1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the task order for that CLIN;
  - (2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the task order;
  - (3) if the Government subsequently terminates the task order or the CLIN, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the task order for the CLIN or the amount payable per the Termination for the Government's Convenience clause of this task order.
  
- (j) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral modifications specifically citing and stated to be an exception to this clause, for each CLIN
  - (1) the Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this task order for the

CLIN, and

- (2) the Contractor is not obligated to continue performance under this task order related to the CLIN in excess of the amount allotted to the task order (which is also both the maximum amount payable and the price of the services the allotted funds cover) by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN.
- (k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral task order modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this task order for a CLIN, which will remain at all times the Government's maximum liability for a CLIN. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN in excess of the total amount allotted by the Government to this task order for a CLIN.
- (l) Change orders, equitable adjustments, unilateral or bilateral task order modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN unless they contain a statement increasing the amount allotted.
- (m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.



## (n) Planned Funding Schedule for the base period:

## CLIN 0001 and CLIN 0004 – Management and Technical Support Services (M&amp;TSS) IAW the PWS.

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
Task Order Award	TBD	Transition Activities & support services provided through November 30, 2021	TBD	Transition Activities & support services provided through November 30, 2021
November 2021	TBD	Support services provided through January 31, 2022	TBD	Support services provided through January 31, 2022
February 2022	TBD	Support services provided through April 30, 2022	TBD	Support services provided through April 30, 2022
May 2022	TBD	Support services provided through July 31, 2022	TBD	Support services provided through July 31, 2022
<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
August 2022	TBD	Support services provided through November 30, 2022	TBD	Support services provided through November 30, 2022
November 2022	TBD	Support services provided through January, 2023	TBD	Support services provided through January, 2023
February 2023	TBD	Support services provided through April 30, 2023	TBD	Support services provided through April 30, 2023
May 2023	TBD	Support services provided through July 31, 20123	TBD	Support services provided through July 31, 2023
August 2023	TBD	Support services provided through November 30, 2023	TBD	Support services provided through November 30, 2023

## (o) Actual Funding Schedule

## CLIN 0001 and CLIN 0004 – Management and Technical Support Services IAW the PWS.

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
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**Planned/Actual funding schedules for CLINs 00004, 00007, 00010, 00013,**

**00016, 00019, and 00022 will be established when/if the Option Periods are exercised.**

### **DOE-H-2076 LOBBYING RESTRICTIONS (OCT 2014)**

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

### **SPR-H-002 SECURITY REQUIREMENTS FOR DOE PRIME AND SUBCONTRACTORS**

#### **(a) Contractor Requirements**

Contractor employees working at or for the SPR must comply with the current DOE and SPR Security and Emergency Operations policies and procedures. The Management and Operating (M&O) Contractor Security and Emergency Preparedness Directorate establishes specific security requirements for all SPR sites and the Elmwood Complex. The M&O Contractor Security and Emergency Preparedness Directorate (SPR Security) publishes security requirements in the Security Operation Manual (SOM) and Work Instructions. This includes all initial background checks required to obtain a local SPR Badge and a long-term Homeland Security Presidential Directive-12 (HSPD) compliant badge. DOE requires that all Contractor employees must show proof of citizenship. It is the Contractor's responsibility to ensure that Security and Emergency operations are fully integrated into all activities commensurate with analyzed risks. All references to "Contractor" in this summary include Prime Contractors and their Subcontractors.

The Contractor is required to designate in writing, one supervisory employee to act as the Contractor Security Representative. The Contractor provides an appointment letter to the SPRPMO COR or Subcontract Manager Technical Representative (SMTR), whichever is applicable, who will distribute one copy to the M&O Contractor Site Security Specialist (SSS) or the SPR Security located in New Orleans within 10 calendar days after the effective date of the Notice to Proceed or contract award. The Contractor Security Representative serves as the liaison between the Contractor and SPR Security to ensure that all SPR security requirements are followed.

No communications or discussions will be recorded without the concurrence or notification of all parties involved. The Contractor Security Representative must indicate to the COR or SMTR that a recording is being made. If a requirement

exists to monitor any calls for any purpose, the Contractor must obtain approval from the SPRPMO Project Manager.

(b) SPR Badges

(1) Local SPR Badge Requirements

- (i) A pre-badging investigation must be conducted on all Contractor personnel (U.S. citizens and foreign nationals) working at or for the SPR, unless the individual has previously been approved by another DOE facility with authorization by DOE or the SPR Personnel Security. The forms require consent to a social security number and a criminal record background check.
- (ii) Transfer of a badge from another DOE facility or SPR site is accomplished by obtaining Pre-Badging Investigation Forms or other forms requesting transfer from the SPR Security.
- (iii) All Contractor employees (Foreign and domestic) requiring unescorted access to SPR sites must show country of citizenship.
- (iv) These documents are processed through the SPR Security Contractor. For those persons contracted to work at the SPR for less than 6 months (not requiring access to the SPR Security network, security systems, or Drawdown-critical areas/information), completion of this check with a favorable background check allows the Contractor to be issued a local "No Escort Required" badge for Non-Drawdown critical structures (refer to Paragraph (b)(2) below).
- (v) Employees contracted with the SPR over 6 months, or who require access to the SPR Security Network, security systems, or, Drawdown-Critical areas/information, require Personal Identity Verification (PIV) approval, which complies with Homeland Security Presidential Directive 12 (HSPD-12) guidelines (refer to Paragraph 3 below). Pending the pre-badge check, all Contractor personnel must be escorted by an authorized SPR employee that possesses a SPRPMO access security badge.
- (vi) Foreign nationals must complete the required foreign national paperwork as outlined in Paragraph (b) (2) (vi) below.

(2) Local SPR Pre-Badging Process

- (i) Contractor personnel working on the SPR will complete a Pre-Badging Investigation Form legibly and in ink.

- (ii) Falsification of the Pre-Badging Investigation Form will result in denied entry to all SPR facilities. Any person who misrepresents their citizenship on the Pre-Badging Investigation Form may be punished by imposition of fine, imprisonment, or both, under 18 U.S.C. 911.
- (iii) Pre-Badging Investigation Forms may be provided to the Contractor at building 850 in New Orleans or at the pre-construction conference.
- (iv) Foreign Nationals also must meet the requirements stated in Paragraph (b)(2)(vi) below.
- (v) U.S. citizens must present proof of citizenship by providing one of the following documents:
  - (A) Original Certificate of U.S. Citizenship (birth certification) (INS Form N-560 or N-561), Original Certification of Birth Abroad issued by the Department of State (FS-545 or Form DS-1350).
  - (B) Original birth certificate issued by a state, country, municipal authority, or outlying possession of the United States bearing an official seal.
  - (C) Certificate of Naturalization (INS Form N-550 or N570).
  - (D) U.S. Passport.
- (vi) At the same time the Pre-Badging Investigation Form is completed, SPR Security will give the Contractor the Safeguards and Security Initial Security Briefing which summarizes SPR security responsibilities.
- (vii) Contractors will provide the Pre-Badging Investigation Form and signed Initial Security Briefing agreement, which states that the employee will comply with security regulations, to the SPR Security at least 15 working days before the employee begins assignment.
- (viii) The Pre-Badging Investigation consists of a social security number search, local law enforcement checks for where the individual has lived during the past seven years, and the location where the individual is currently working.
- (ix) An interruption over 120 days in SPR Contractor employment requires resubmitting a completed Pre-Badging Investigation Form.

- (x) The SPR SSS notifies the Contractor Security Representative of the results of Pre-Badging Investigations.
- (3) If the Contractor employee received an unfavorable investigation report, the Contractor is disapproved for a badge and immediately denied entry to the site. The following activities are causes for disapproval:
- (i) Felony arrest and conviction within the last 5 years;
  - (ii) Violent misdemeanor arrest and conviction within the last 5 years;
  - (iii) Drug sale arrest and conviction within the last 5 years;
  - (iv) Drug possession arrest within the last 2 years;
  - (v) Pending charges, active warrant, or deferred adjudication regarding any issues in (3)(i) – (iv) above;
  - (vi) Probation or parole regarding any issues in (3)(i) – (iv) above or nolo contendere plea thereto;
  - (vii) “Driving under the Influence” within the last 2 years – conditional approval subject to any state driving restrictions or requirement to drive on site.
  - (viii) Pattern of disruptive or untrustworthy behavior;
  - (ix) The individual is or is suspected of being a terrorist;
  - (x) The individual has deliberately omitted, concealed, or falsified relevant and material facts from any Questioner for Non-Sensitive Positions (SF-85), or similar form used in the determination of eligibility for a DOE Security Badge;
  - (xi) The individual has presented false or forged identity source Documents;
  - (xii) The individual has been barred from Federal Employment.
- (4) Contractors disapproved for a badge and denied entry to any SPR Site may submit a justification letter to the SPR Security Director within three working days of the issuance of the notice denying access to the SPR. If the SPR Personnel Security Director approves the justification letter, the Contractor will be issued an “Escort Required” badge and must remain escorted by a picture-badged Contractor employee at all times. If the SPR Personnel Security Director disapproves the request or if the

Contractor chooses not to submit a letter justifying the continued need for access, the denied entry to the SPR will remain in force.

- (5) U.S. Citizen Contractor personnel working at the SPR with a pending pre-badging investigation will be issued an "Escort Required" badge in a florescent colored holder upon entering the site. They will also be issued a card that describes escort responsibilities. These individuals must furnish one pictured or two non-pictured means of identification each time when requesting an "Escort Required" badge.
- (i) Personnel must wear the "Escort Required" badge in the issued holder on either arm on their outer garment and ensure that it is visible at all times. They must also carry the card which describes escort duties on their person at all times.
  - (ii) The "Escort Required" badges, the florescent colored holder, and the card which describes escort duties must be returned upon exiting the site.
  - (iii) Employees who have a badge, have been approved to receive a badge, and/or are entered into the Entry Control List (ECL) may serve as escorts for "Escort Required" individuals. This is their primary responsibility and they must remain with their assigned escort at all times. The escort assumes full responsibility for the "Escort Required" individual, to include all aspects of safety, and will remain in close enough proximity to ensure positive control and have the ability to immediately contact that individual at all times. When transferring escort duties, it is the escort's responsibility to ensure that the new escort is qualified and properly briefed on all pertinent issues, particularly safety, before leaving the area. If an "Escort Required" visitor is observed separated from the escort, the person who observes this should notify the Protective Force immediately so they can assume custody of the visitor until the escort is contacted and reunited with the visitor.
  - (iv) The Protective Force will stop, identify, and escort to the main gate any individual found on the site without a badge or not being escorted as required. Additionally, the Protective Force will conduct random checks of persons who possess an "Escort Required" badge to verify they are not in an area that was not pre-approved for their job on the site.
  - (v) Contractor personnel who are assigned "Escort Required" badges will not be allowed access to critical infrastructure without PIV-Approved SPR employees.

- (vi) Five is the maximum number of "Escort Required" personnel that one person may escort at any time, unless the escorted personnel are in a single vehicle such as a van or bus, or in a classroom setting for meetings/instruction. Escorts are authorized to lead multiple contract vehicles (convoy) to their authorized work location on SPR facilities upon completion of a 100% Security inspection of Contractor vehicles and personnel, and verbal confirmation from Security that those inspections are complete and satisfactory. There must be an escort in the front and rear of these convoys if there are more than five vehicles involved. Personnel must coordinate with the SSS to obtain the prior approval of the Senior Site Representative (SSR) and the Site Director (SD) or their designee, for a temporary change to the escort ratio. The SSS will maintain written documentation of that approval.
- (6) A Contractor whose sole purpose on site is to deliver material or service equipment will be eligible for an "Escort Required" badge if he or she provides proper picture identification and if the Contractor confirms that the individual is authorized to enter the site.
- (i) The Contractor is responsible to provide an escort the entire time that "Escort Required" personnel are on site. The Contractor escort must:
    - (A) Maintain positive control of their escort at all times while on site. Positive control is defined as remaining in close enough proximity to ensure positive control and have the ability to immediately contact that individual at all times.
    - (B) Notify personnel within the affected work area that an "Escort Required" individual is in that area.
    - (C) Ensure escorted personnel do not enter into unauthorized areas.
    - (D) Ensure that escorted personnel return to the access control point upon completion of their work and turn in all issued badges and passes.
  - (ii) Foreign National Delivery service personnel may be issued an "Escort Required" badge, provided all Foreign National Visit and Assignment documentation is completed and the Foreign National is not from a sensitive country. The DOE Senior Site Representative must approve the visit request. Foreign National delivery employees from sensitive countries will not be allowed on site.

- (7) The SPR will charge the Contractor \$250.00 for each SPR/HSPD-12 badge issued to a Contractor employee that is not returned prior to issuance of the Contractor's final invoice upon contract completion. The Contractor will make arrangements with the SPR Security for the return of all security-related items issued to Contractor personnel such as SPR/HSPD-12 badges, parking decals, florescent arm bands, and proximity wafers prior to submission of the Contractor's final invoice.
  - (8) When lost or not returned security-related items are identified, the Contractor Security Representative will be notified to retrieve the missing security-related items. The Contractor Security Representative shall ensure that action is taken to recover and return the security-related items or that proper restitution is made before contract closeout.
- (c) SPR PIV-Approved Badge (U.S. Citizens Only)
- (1) Contractor employees that will work at a SPR facility in excess of 6-months or who will require access to the SPR security network, security systems, or Drawdown-critical areas/information will require a National Agency Check with Inquiries (NACI). The employee will also enroll and activate their HSPD-12 compliant badge in the Federal Government USAccess system, and enroll into the SPR Access control system. For additional details, see SPRPMO Order 206.4A. Contractor is responsible for ensuring that the employee completes all forms online and obtains a valid individual email address. PIV processing includes completion of the following:
    - one print of the completed E-QIP SF-85 form with the two signature pages signed/dated, preferably in blue ink;
    - declaration for Federal Employment (OF-306), with 1 through 17a completed;
    - employment Eligibility Verification (IRS Form I-9), with Part 1 completed. (The SSS will complete Parts 1 and 2 and verify the two appropriate identity documents, i.e., a valid State driver's license or State identification card and his/her social security card). If one of these two documents is not available, the Applicant will provide a certified copy of his/her birth certificate to substitute for the unavailable document;
    - a photocopy of the Applicant's DOE badge (if applicable);
    - fingerprint cards (two each) by the Registrar Designee (SSS) or through electronic processing.



- (2) The Government Representative or SMTR will have each Contractor and Subcontractor employee complete a Questioner for a Non-Sensitive position, SF-85 and the Declaration for Federal Employment, OF 306, Items 1, 2, 8 through 13, 16, and 17a.
- (3) The Contractor employee will personally present the DOE Registrar or Registrar designee all documentation to include two original forms of identification described on the Form I-9 also found at: <http://uscis.gov/graphics/formsfee/forms/files/i-9.pdf>.
- (4) The employee must also be fingerprinted by the Security for inclusion in the request package.
- (5) Once the SPRPMO Registrar receives the SF 85, and OPM Optional Form (OF) 306, it will take approximately 90 working days to complete the initial National Agency Check (NAC).
- (6) If the NACI is favorable, the employee will receive notification from the HSPD-12 Administrator to schedule an appointment with any USAccess Credentialing Center to complete enrollment. Once the HSPD-12 badge is received, the employee will then schedule a time with Security to get that badge activated. HSPD-12 badges are good for five years; however, before the end of the three-year mark, the employee will be required to update the certificate on the badge. This can be accomplished at any SPR site after coordination with the site security specialist.
- (7) If the NACI is unfavorable, the Contractor employee may appeal in accordance with Department of Energy Notice 206.4A.

(d) Security Plan

A security plan may be developed for special situations or circumstances which would include, but not be limited to Contractor work activities such as establishment of a construction zone, removal of sections of protection fences or barriers, or require disabling or modification of the physical protection system that requires alternate measures or deviation from normal security procedures. Under normal circumstances, notification of the start and planned duration of these activities by the Contractor should be submitted to the SPR Security and the SSS a minimum of five working days prior to the start of work. A security plan will be developed by the SSS in accordance with SOM, Special Designated Security Area, and coordinated with the Contractor and site management for approval. Minimum requirements for the security plan include the following:

- (1) location of the work area;

- (2) purpose or requirements justifying departure from normal provisions;
- (3) access list completed in Vehicle/Visitor Register format to be used for daily access;
- (4) escort procedures;
- (5) area limitations or demarcation;
- (6) operational hours, proposed start date and duration of project;
- (7) special provisions for access or transportation.

(e) Entry and Circulation of Contractor Personnel

During the performance of the contract and once the prerequisites are met, Contractor employees have the right to enter and exit through designated gates at the SPR facility where work under this contract is being performed. Prerequisites to unescorted site access are not limited to requirements contained in this summary. Other prerequisites such as Environment, Safety and Health Awareness Training may also be required.

(1) Prohibited Articles Definition

Prohibited articles are those items, whether legal or illegal, that will not be allowed onto DOE property. Title 10 CFR Part 1048.4 Unauthorized introduction of weapons or dangerous materials states: "Unauthorized carrying, transporting, introducing or causing to be introduced into or upon an SPR facility or real property subject to this part, of a dangerous weapon, explosive or other dangerous material likely to produce substantial injury or damage to persons or property, is prohibited." Note: real property includes the SPR parking lots. Prohibited articles found during vehicle search or during the portal inspection process (specifically those Instruments or material likely to produce substantial injury to persons or damage to persons or property) will require officers to immediately detain those personnel (including all passengers) pending investigation.

**Prohibited Articles**

SPR Policy prohibits the items listed below. All personnel, packages, and vehicles are subject to search. Violators are subject to detention, fine, arrest and/or imprisonment. Prohibited articles include any item prohibited by law, and:

- (i) Weapons – includes firearms, ammunition and knives with blades exceeding 4 inches
  - (ii) Explosive or incendiary devices
  - (iii) Controlled Substances unless prescribed by a physician
  - (iv) Pets and animals unless a recognized service animal
  - (v) Alcohol
- (2) Authorized entry of Prohibited Articles

There may be instances when a prohibited article can be introduced onto SPR property with proper authorization for purposes such as for training or work/tool-related reasons. In those instances authorization is obtained prior to the introduction of the prohibited article. An authorization letter is signed by the Site Director or his designee and submitted to the Protective Force (PF) for posting at the entry portal in the Entry Control List (ECL). The document will provide details of the prohibited article and the purpose and length of time the article is authorized within SPR property.

The Protective Force, under the direction of the SPR Security Director, controls entry into SPR facilities. Denial for cause or reasonable delay of entry is not considered sufficient grounds for any contract performance delay claim.

(f) Citizenship

The Contractor is responsible for notifying the Government Representative, or SMTR of any permanent resident alien or non-immigrant alien Contractor personnel. The Contractor Security Representative shall ensure completion of the required paperwork for foreign nationals. Lead time for foreign nationals is between 15 and 45 days in advance of the contract start date. The Government Representative or SMTR will obtain the necessary lead-time determination and forms from the SPR Security. Each foreign national must have a U.S. host who is sponsoring the foreign visitor or assignee. The host may be an approved SPRPMO, Prime Contractor, or other Contractor employee. The host must complete all prerequisites.

Foreign nationals who are proposing visits/assignments to an SPR facility must complete additional foreign national visit request forms. Depending on the length and type of visit, submittal of the following forms may be required:

- (1) Foreign National Visit Request/Assignment Request;

- (2) Foreign National Instruction Briefing;
- (3) Pre-Badge Forms and documents (described in Paragraphs (b)(2)(vi) above);
- (4) International Release Form.

The individual must receive authorized approvals for appropriate badging determination in accordance with the SPR foreign Visits and Assignments Program.

(g) Reporting Criminal or Suspicious Activities

During this contract, the Contractor is responsible for reporting to the Government Representative or SMTR any violation of law, loss of security, or incident of security concern. Examples of matters to be reported include any loss of Government-owned tools or equipment, sabotage, or vandalism (known or suspected).

(h) Contractor Security and Protection of Work

The presence of SPR Security as described above in no way relieves the Contractor of the responsibility for providing security for construction work areas, materials, and equipment. The Contractor and Contractor employees are responsible for the protection and reporting of unattended Government information, including all Classified information and information marked as Official Use Only (OUO), Unclassified Controlled Nuclear Information (UCNI), Controlled Unclassified Information (CUI), and Sensitive Unclassified Information (SUI). Each individual is directly responsible for following security requirements and contributing to the security of the SPR mission, workers, and workplaces.

The Government assumes no responsibility for the Contractor's parking and laydown yard and offsite work. The Government assumes no liability for material, tools, or equipment lost or damaged, or for any damage to installed work before its acceptance by the Government. The Contractor must make good all damages without delay and without expense to DOE. The Contractor shall fulfill the following responsibilities to protect equipment and work:

- (1) protect and preserve all materials, supplies, and equipment (including Government-furnished property), and safeguard work performed until it is accepted by the Government;
- (2) ensure that the integrity of the work area is maintained; and

- (3) ensure that protective measures do not interfere with SPR operations. (These measures must be acceptable to the Government in all cases.)

- (i) Vehicle Permits

The SPRPMO policy is that private cars are not authorized on SPR sites. Company cars going on site must be used to perform work that requires a vehicle, must be kept to a minimum, pass a 100 percent inspection, and are approved by the Site Director or his designee. The COR or SMTR through the M&O Contractor, determines site parking privileges on site. If parking is allowed, the COR or SMTR will designate parking areas for the number of Contractor vehicles that can be accommodated on site, otherwise vehicles will be parked off site. Vehicles entering the site must be properly licensed, inspected, and insured as required by state law. The operator of the vehicle entering the site must show a valid state driver's license and a copy of a current insurance certificate for insurance covering the site.

Temporary Vehicle Registration cards, Vehicle Decals, or Temporary Vehicle Passes may be issued for Contractor vehicles requiring entry to site areas. The SSS issues Temporary Vehicle Registration cards/Vehicle Decals for contract duration after completion of a Vehicle Registration form. The Temporary Vehicle passes are returned daily upon the Contractor's departure from the site, and the Temporary Vehicle Registration Cards/Vehicle Decals are returned at the completion of the contract.

All commercial vehicles that enter the SPR site are required to be marked vehicles (GSA vehicles with U.S. Government plates are exempt from these requirements). "Commercially Marked" vehicles are those that display company identification markings/decals/banners/signs indicating their company assignment and affiliation. "Unmarked Vehicles" are those personal or rental vehicles that have no markings to indicate company affiliation.

The Entry Control Officer (ECO) will maintain magnetic signs consisting of a plain white background with black block letters with the word "CONTRACTOR" that will be attached to the sides of vehicles.

In absence of Contractor signage on Contractor vehicles, the ECO will issue a set (one sign for each side of the vehicle) of magnetic "CONTRACTOR" signs to any Contractor operating an unmarked vehicle that is approved for site access.

The magnetic signs and the SPR issued vehicle access pass will be retrieved by the ECO and the Vehicle/Visitor Register updated when the vehicle departs the site.

The Contractor Security Representative must submit a listing of personal and company vehicles used for contract purposes on site to the Government Representative or SMTR for local SPR Security.

**NOTICE AND ACKNOWLEDGMENT**

[IMPORTANT – PLEASE READ CAREFULLY BEFORE SIGNING ACKNOWLEDGMENT]

NOTICE REGARDING BACKGROUND INVESTIGATION

The DOE M&O Contractor may obtain information about you from a consumer reporting agency for employment purposes. Thus, you may be the subject of a “consumer report” and/or an “investigative consumer report” which may include information about your character, general reputation, personal characteristics, driving record, and/or mode of living, and which can involve personal interviews with sources such as your current and past employers, friends, or associates. These reports may be obtained at any time after receipt of your authorization and, if you are hired, throughout your employment. You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report. Please be advised that the nature and scope of the most common form of investigative consumer report obtained with regard to applicants for employment is an investigation into your education and/or employment history conducted by EmployeeScreenIQ, PO Box 22627, Cleveland, OH 44122-0627, 1-800-235-3954. The scope of this notice and authorization is all-encompassing, however, allowing the DOE M&O Contractor to obtain from any outside organization all manner of consumer reports and investigative consumer reports now and, if you are hired, throughout the course of your employment to the extent permitted by law. As a result, you should carefully consider whether to exercise your right to request disclosure of the nature and scope of any investigative consumer report.

New York & Maine applicants or employees only: You have the right to inspect and receive a copy of any Investigative consumer report requested by the Employer by contacting EmployeeScreenIQ directly.

ACKNOWLEDGMENT AND AUTHORIZATION

I acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT and certify that I have read and understand both of those documents. I hereby authorize the obtaining of “consumer reports” and/or “investigative consumer reports” at any time after receipt of this authorization and, if I am hired, throughout my employment. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information requested by **EmployeeScreenIQ**, another outside organization acting on behalf of the DOE M&O Contractor itself. I agree that a facsimile (“fax”) or photographic copy of this Authorization shall be as valid as the original.

Minnesota and Oklahoma applicants or employees only: Please check this box if you would like to receive a copy of a consumer report if one is obtained by the Company.

California applicants or employees only: By signing below, you also acknowledge receipt of the NOTICE REGARDING BACKGROUND INVESTIGATION PURSUANT TO CALIFORNIA LAW. Please check this box if you would like to receive a copy of an investigative consumer report or consumer credit report if one is obtained by the Company at no Charge whenever you have a right to receive such a copy under California law.

*The following is for identification purposes only to perform the background check and will not be used for any other purpose:*

\_\_\_\_\_  
DATE\_\_\_\_\_  
PRINT NAME\_\_\_\_\_  
SIGNATURE OF EMPLOYEE OR PROSPECTIVE EMPLOYEE\_\_\_\_\_  
SOCIAL SECURITY NUMBER\_\_\_\_\_  
Date of Birth (For Background Purposes Only)\_\_\_\_\_  
Driver’s License Number\_\_\_\_\_  
State

Current Address: \_\_\_\_\_

Addresses (Last 7 years): \_\_\_\_\_

Any other names I have been known by (including maiden name): \_\_\_\_\_

**PROPRIETARY INFORMATION**

**STRATEGIC PETROLEUM RESERVE  
AUTHORITY TO RELEASE INFORMATION  
PRE-BADGING INVESTIGATION**

**TO WHOM IT MAY CONCERN**

I HEREBY AUTHORIZE ANY AUTHORIZED REPRESENTATIVE OF THE STRATEGIC PETROLEUM RESERVE BEARING THIS RELEASE, OR COPY THEREOF, WITHIN 60 DAYS OF ITS DATE, TO OBTAIN ANY INFORMATION RELATING TO MY ACTIVITIES FROM PUBLIC RECORDS INCLUDING RECORDS OF CRIMINAL CONVICTIONS AND SOCIAL SECURITY NUMBER VERIFICATION.

I HEREBY REQUEST YOU TO RELEASE SUCH INFORMATION UPON REQUEST OF THE BEARER. THIS RELEASE IS EXECUTED WITH FULL KNOWLEDGE AND UNDERSTANDING THAT THE INFORMATION IS FOR THE OFFICIAL USE OF THE STRATEGIC PETROLEUM RESERVE.

I HEREBY RELEASE YOU, AS THE CUSTODIAN OF SUCH RECORDS, FROM ANY AND ALL LIABILITY FOR DAMAGES OF WHATEVER KIND, WHICH MAY AT ANY TIME RESULT TO ME, MY HEIRS OR ASSIGNS, FAMILY OR ASSOCIATES, BECAUSE OF COMPLIANCE WITH THIS AUTHORIZATION AND REQUEST TO RELEASE INFORMATION, OR ANY ATTEMPT TO COMPLY WITH IT. SHOULD THERE BE ANY QUESTIONS AS TO THE VALIDITY OF THE RELEASE, YOU MAY CONTACT ME AS INDICATED ON THIS FORM.

**PRIVACY ACT STATEMENT****PURPOSES AND USES**

INFORMATION PROVIDED ON THIS FORM WILL BE FURNISHED TO INDIVIDUALS IN ORDER TO OBTAIN INFORMATION REGARDING YOUR ACTIVITIES IN CONNECTION WITH AN INVESTIGATION TO DETERMINE SUITABILITY FOR UNESCORTED ACCESS TO THE STRATEGIC PETROLEUM RESERVE TO PERFORM CONTRACTUAL SERVICE FOR THE FEDERAL GOVERNMENT. AN INVESTIGATIVE REPORT RESULTING IN SUBSTANTIAL DEROGATORY INFORMATION OR CRIMINAL HISTORY WILL RESULT IN DISAPPROVAL FOR BADGING AND AN IMMEDIATE DENIED ENTRY UNTIL PRE-BADGING PREREQUISITES ARE MET. THE INFORMATION OBTAINED MAY BE FURNISHED TO THIRD PARTIES AS NECESSARY IN THE FULFILLMENT OF OFFICIAL RESPONSIBILITIES.

**EFFECTS OF NONDISCLOSURES**

AUTHORIZING THE RELEASE OF THE REQUESTED INFORMATION IS VOLUNTARY, BUT YOUR FAILURE TO AUTHORIZE THE RELEASE OF THE INFORMATION OR INABILITY OF THE STRATEGIC PETROLEUM RESERVE TO OBTAIN ALL OR PART OF THE INFORMATION WILL RESULT IN DENIED ACCESS TO THE STRATEGIC PETROLEUM RESERVE.

PRINT FULL LEGAL NAME \_\_\_\_\_

\_\_\_\_\_ LAST FIRST MIDDLE (Jr., Sr., etc.)

EMAIL ADDRESS \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

EMPLOYER \_\_\_\_\_

INDIVIDUAL REQUESTING INVESTIGATION \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

INDIVIDUAL VERIFYING CITIZENSHIP \_\_\_\_\_

SUBCONTRACTOR MANAGER TECHNICAL REPRESENTATIVE \_\_\_\_\_

CONTRACT ISSUED FOR  SINGLE SITE  MULTIPLE SITES CONTRACT NO. \_\_\_\_\_

CONTRACT EXPIRATION DATE \_\_\_\_\_ SITE REQUESTED FOR BADGING \_\_\_\_\_

**NEW ORLEANS SECURITY USE ONLY**

INDIVIDUAL IS:  APPROVED FOR BADGING  DISAPPROVED FOR BADGING

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**PROPRIETARY INFORMATION**  
**THIS FORM MUST BE COMPLETED LEGIBLY AND IN INK**

**ADDRESSES:** LIST ALL ADDRESSES FOR LAST 7 YEARS BEGINNING WITH THE PRESENT ADDRESS.

<b>DATE</b>		<b>FULL HOME ADDRESS</b>			
FROM (MO/YR)	TO (MO/YR)				
_____	- <b><u>PRESENT</u></b>	_____			
		STREET ADDRESS _____			
		CITY _____	COUNTY/PARISH _____	STATE _____	ZIP CODE _____
_____	-	_____			
		STREET ADDRESS _____			
		CITY _____	COUNTY/PARISH _____	STATE _____	ZIP CODE _____
_____	-	_____			
		STREET ADDRESS _____			
		CITY _____	COUNTY/PARISH _____	STATE _____	ZIP CODE _____
_____	-	_____			
		STREET ADDRESS _____			
		CITY _____	COUNTY/PARISH _____	STATE _____	ZIP CODE _____
_____	-	_____			
		STREET ADDRESS _____			
		CITY _____	COUNTY/PARISH _____	STATE _____	ZIP CODE _____

**SOCIAL SECURITY NUMBER** \_\_\_\_\_

**PERSONAL INFORMATION**

DATE OF BIRTH \_\_\_\_\_ CITY/STATE OF BIRTH \_\_\_\_\_

COUNTRY OF CITIZENSHIP \_\_\_\_\_

**NOTE: NATURALIZED CITIZENS MUST PRODUCE NATURALIZATION PAPERS FOR REVIEW**

CERTIFICATE NO. \_\_\_\_\_  
DATE \_\_\_\_\_

**EMPLOYER** AREA CODE \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_  
NAME OF COMPANY \_\_\_\_\_  
ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_  
POSITION \_\_\_\_\_ SUPERVISOR \_\_\_\_\_

HAVE YOU BEEN ARRESTED, CHARGED, OR CONVICTED OF A MISDEMEANOR OR FELONY (EXCLUDING TRAFFIC VIOLATIONS) WITHIN THE LAST FIVE (5) YEARS? (FAILURE TO ANSWER TRUTHFULLY WILL RESULT IN DISAPPROVAL FOR BADGING.)

YES  NO IF YES, PROVIDE COUNTRY/PARISH AND STATE. COUNTY/PARISH \_\_\_\_\_ STATE \_\_\_\_\_

SIGNATURE IN FULL \_\_\_\_\_ DATE \_\_\_\_\_  
FIRST, MIDDLE, LAST

OF84-0121.1 8/84 REV. 5/03 **DISTRIBUTION: GREEN: M&O N.O. SECURITY WHITE: SITE SECURITY**



## (j) Security Awareness and Education

## (1) Objective

The objective of this briefing is to inform permanent SPR employees of their security responsibilities and to promote continuing awareness of good security practices. This briefing provides employees with a general knowledge of the following content when working in a security-conscious environment:

- (i) overview of the DOE facility/organization's mission;
- (ii) overview of facility/organization's major Safeguards and Security program responsibilities;
- (iii) access control;
- (iv) escort procedures;
- (v) protection of Government property and badge procedures;
- (vi) identification of controlled and prohibited articles;
- (vii) protection of Unclassified controlled information;
- (viii) procedures for reporting incidents of security concerns (e.g., attempts to gain unauthorized access to Classified information or matter); and
- (ix) identification of classification markings.

## (2) Mission/Purpose of the SPR

The SPR is a National Critical Infrastructure and Key Asset of economic and geopolitical value to the U.S. The purpose of the SPR security program is to provide reasonable assurance that the SPR can conduct crude oil flow and drawdown operations when confronted by malevolence. All operations within the SPR will be delivered in a safe, secure, environmentally responsible and cost effective manner.

## (3) Program Responsibility

The SPR integrates security into management and work practices at all levels so that missions, including protecting DOE assets and Government property, are accomplished safely and securely in compliance with DOE O 470.4-B, "Safeguards and Security Program." The security services

Subcontractor implements access control for the SPR. Personnel effectively implementing these programs and procedures are the keys to a quality security program.

Permanent SPR employees are required to read this briefing, and then sign the acknowledgment page. The signed acknowledgment page serves as official documentation of completion of this briefing.

(4) Threat Overview

The SPR is a prime target for sabotage. It is a unique facility possessing both national security and economic considerations. Although SPR facilities have had few major incidents, potential internal and external threats still exist at the SPR. While the motives of the internal threat may not be as complex as those of foreign terrorist organizations, the possibility exists for serious damage to Government property and personal injury, such as letter bombs, truck bombs, and sabotage, murder, assault, social engineering, and property crimes. All SPR employees play a vital role in the security of the SPR. Any unusual occurrence must be immediately reported to Security.

(5) Access Control/Badge Procedures

The Access Control Program is designed to allow only authorized personnel access into designated SPR areas. Employees must receive an approved investigation before being permitted unescorted access to the SPR. The DOE security badge is used to identify personnel for access control on the SPR. Entry authorization to SPR facilities is authenticated by the card readers, which validate site access of the badged individual and automated call-up of the badge holder's personal information and photo. Identification badges are issued to SPR personnel only after a favorable investigation has been completed. The following procedures apply to DOE badged employees:

- (i) Wear the DOE security badge, in plain view on the front of the outer garment between the neck and waist, while on SPR property.
- (ii) The DOE security badge may not be used for identification purposes outside the SPR.
- (iii) Immediately report a lost or stolen badge to the Protective Force or SPR Security.
- (iv) Apply for a new badge upon a significant change in facial appearance (beard growth/removal, substantial weight loss/gain, etc.) or a name change.

- (v) Challenge anyone not wearing a badge on SPR facilities and report the individual to the Protective Force.
  - (vi) Do not place pins, buttons, or decals on or through the badge.
  - (vii) Remove the badge when leaving a SPR facility.
  - (viii) Return the badge to the entry control officer upon termination of employment or a leave of absence.
- (6) SPR Visitors/Escort Procedures

SPR visitors must register at the entry control point and must be sponsored and escorted by a permanently badged SPR employee. Visitors who are United States citizens must present one pictured or two non-pictured means of identification. Employees who have a badge, have been approved to receive a badge, and/or are entered into the Entry Control List (ECL) may serve as escorts for "Escort Required" individuals. This is their primary responsibility and they must remain with their assigned escort at all times. The escort assumes full responsibility for the "Escort Required" individual, to include all aspects of safety, and will remain in close enough proximity to ensure positive control and have the ability to immediately contact that individual at all times. When transferring escort duties, it is the escort's responsibility to ensure that the new escort is qualified and properly briefed on all pertinent issues, particularly safety, before leaving the area. If an "Escort Required" visitor is observed separated from the escort, the person who observes this should notify the Protective Force immediately so they can assume custody of the visitor until the escort is contacted and reunited with the visitor.

(7) Protection of Government Property

The Property Protection Program provides assurance that personnel, property, and resources of the SPR are protected from theft, diversion, industrial sabotage, espionage, unauthorized access and control. This protection is provided through the implementation of all security program elements and the property program which catalogs, inventories, and controls Government property on the SPR. Security supports the property program by close coordination in the review of lost and damaged equipment reports for signs of theft or intentional damage to Government property. If wrongdoing is suspected, an investigation is conducted and, if required, turned over to law enforcement for further investigation or prosecution.

While measures are in place for protecting personal and Government property from theft, each employee has an individual responsibility to protect property within their control. Items that are easily stolen, such as laptop computers, calculators, cameras, and radios, should be secured when not in use.

### **Prohibited Articles**

SPR Policy prohibits the items listed below. All personnel, packages, and vehicles are subject to search. Violators are subject to detention, fine, arrest and/or imprisonment. Prohibited articles include any item prohibited by law, and;

- (i) Weapons – includes firearms, ammunition and knives with blades exceeding 4 inches
  - (ii) Explosive or incendiary devices
  - (iii) Controlled Substances unless prescribed by a physician
  - (iv) Pets and animals unless a recognized service animal
  - (v) Alcohol
- (8) Protection of Unclassified Controlled Information

The control of Unclassified documents provides SPRPMO requirements for the protection of OUO information. To be identified as OUO, information must be Unclassified and meet both of the following criteria:

- (i) Have the potential to damage Governmental, commercial, or private interests if disseminated to persons who do not need the information to perform their jobs or other DOE-authorized activities.
- (ii) Fall under at least one of eight Freedom of Information Act (FOIA) exemptions (3 – 9). These exemptions describe types of information whose unauthorized dissemination could damage Governmental, commercial, or private interests.

Additionally, the following rules apply to OUO information on the SPR:

- (i) Access to OUO information is granted on a valid need-to-know basis.

- (ii) OOU documents are properly marked with the words, "Official Use Only" on the bottom of each page of the document containing OOU information.
- (iii) Unattended OOU material is stored out of sight when not in use or person enters the area without the need-to-know.
- (iv) OOU documents are placed in a double-wrapped envelope when transmitted through the U.S. mail.
- (v) OOU documents are shred prior to discarding or placed inside the locked shred bins located throughout the SPR.

The SPR creates and maintains Unclassified Controlled Information. Unclassified Controlled Information is information for which disclosure, loss, misuse, alteration, or destruction could adversely affect national security or Governmental interests. National security interests are those Unclassified matters that relate to the national defense or foreign relations of the U.S. Government.

SPR Unclassified Controlled Information is categorized as Governmental interests. Governmental interests are those related, but not limited to, the wide range of Government or Government-derived economic, human, financial, industrial, agriculture, technological, and law-enforcement information, as well as the privacy or confidentiality of personal or commercial proprietary information provided the U.S. Government by its citizens. This type of information may not be published on the Internet.

(9) Reporting Security Incidents/Concerns

Any security incident in which the security of the SPR is jeopardized should be immediately reported to the Protective Force, the individual's supervisor, and the SSS (at the sites). Examples of these incidents include, but are not limited to the following: suspicious incidents, theft or misuse of Government property, assaults, bomb threats, the introduction of prohibited articles on SPR property, or attempts to gain unauthorized access to sensitive or Classified information.

(10) Identification of Classification Markings

Secret and Confidential levels of National Security Information and Restricted Data are handled and stored by the SPR. All documents are protected according to DOE Orders and policies. The documents are marked either Secret or Confidential at the top and bottom of the cover sheet and on each page of the document. The protection strategy limits access to this information through application of the access authorization

program, need-to-know determination, positive personal identification and access control, intrusion detection, and an armed response capability. If any SPR employee discovers Classified material that is not properly secured, the employee must take control of the material and contact the Security Department immediately.

(11) Personal Identity Verification (PIV)

The DOE security badge serves as the identification credential for HSPD-12 which relates to the secure and reliable identification of DOE Federal and Contractor employees. HSPD-12 requirements are being instituted incrementally within DOE beginning with the incorporation of HSPD-12 identity proofing procedures into the current issuance process for DOE security badges. The following instructions apply to all SPR personnel who require a DOE security badge.

- (i) Security badges can only be issued to individuals whose identity has been verified via:
  - (A) presentation of two original source documents; and,
  - (B) a completed background investigation.
- (ii) No individual known or suspected by the Government as being a terrorist may be issued a security badge.
- (iii) Expired or invalidated security badges must be immediately revoked and confiscated.

A request for a security clearance is submitted after it is determined that the duties of a position require access to Classified information. A full background investigation is conducted on all personnel who request a security clearance to determine the applicant's suitability. Security clearances are granted by DOE Headquarters after favorable completion of a thorough investigation by the Office of Personnel Management. SPR employees must report any event that could influence the granting of a security clearance to M&O Security.

(12) Security Services Subcontractor

The security services Subcontractor is responsible for protecting SPR personnel, equipment, and resources. The Protective Force consists of uniformed and armed security police officers that enforce access control procedures. They are Federal police officers who possess Federal firearms and arrest authority. Their Federal credentials are issued upon successful completion of required training and receipt of a DOE security

clearance. Federal credentials are kept in the security police officer's possession when armed and on duty. Additionally, the Protective Force maintains a highly trained canine force for use at all SPR sites, including New Orleans. The Protective Force may deny entry to an SPR facility to anyone not on official business or when that person:

- (i) appears to be under the influence of alcohol or drugs;
- (ii) refuses to submit to an inspection;
- (iii) possesses contraband or prohibited items;
- (iv) possesses a DOE security badge identified on the Lost Badge List, or is listed on the Entry Control List as a "Denied Entry";
- (v) they do not have identification that proves their identity;
- (vi) the DOE security badge has been modified or the person's picture does not look like the person in possession of the badge.

#### (13) Vehicle Control

Offsite parking for personal vehicles is available at each of the SPR sites (excluding New Orleans) for employees and visitors. Under special circumstances, some vehicles are allowed to drive onto an SPR site after approval by the Site Director, or his designee. All vehicles that will be driven onto an SPR site will be searched by the Protective Force. Vehicles entering an SPR site are required to display appropriate SPR vehicle passes with the following exceptions:

- (i) U.S. Government vehicles bearing official license plates or markings;
- (ii) Emergency vehicles;
- (iii) Rental vehicles when in use by DOE badged personnel on official business. (The rental agreement must be displayed on the dashboard while the vehicle is on site.)

Five is the maximum number of "Escort Required" personnel that one person may escort at any time, unless the escorted personnel are in a single vehicle such as a van or bus, or in a classroom setting for meetings/instruction. Escorts are authorized to lead multiple contract vehicles (convoy) to their authorized work location on SPR facilities upon completion of a 100% Security inspection of Contractor vehicles and personnel, and verbal confirmation from Security that those inspections

are complete and satisfactory. There must be an escort in the front and rear of these convoys if there are more than five vehicles involved. Personnel must coordinate with the SSS to obtain the prior approval of the Senior Site Representative (SSR) and the Site Director (SD) or their designee, for a temporary change to the escort ratio. The SSS will maintain written documentation of that approval.

New Orleans SPR employees who require parking in the reserved parking spaces allotted to the 900 Commerce Road East, 850 South Clearview Parkway, and the New Orleans warehouse complete a Parking Permit Request form. Upon completion of the form, these individuals are issued a proximity wafer. The proximity wafer is used for raising the New Orleans parking lot automatic cantilever bar. It is presented to the access control sensor upon entry. Upon exit, vehicles pass over a sensor loop, which activates the outbound cantilever bar.

#### (14) Inspections

Personnel and vehicles entering and departing SPR premises are subject to a random inspection by the Protective Force. Pre-entry contraband inspections are conducted at the entry point to prevent the introduction of contraband and prohibited articles on the SPR. Generally, a prohibited item declared or found will result in a denied entry. If an illegal item is found (e.g. illicit drugs, etc.), the individual will be detained for arrest by local law enforcement. In addition, declaration or discovery of a firearm at the entry point will result in a denied entry. Additionally, the following items are prohibited on/within SPR property/facilities:

- (i) Firearms
- (ii) Dangerous Weapons
- (iii) Explosives
- (iv) Other articles prohibited by law

Incoming and outgoing personnel inspections of up to and including 100 percent may be instituted. When directed, the SSS institutes inspections at the designated rate for incoming and outgoing vehicles and hand-carried items for increased security conditions SPR-wide.

Visitors entering facilities in vehicles or having hand-carried items in their possession must submit to an inspection of the vehicle or hand-carried item. Refusal to submit to an inspection will result in the denial of the vehicle or hand-carried item from being allowed entry to DOE property.



## (15) Security Conditions

The SPR also has developed and maintained an SPR-specific system that incorporates the DHS Advisory System which includes a predetermined set of site-specific defensive measures to be taken at the direction of the DOE project manager to protect against a potential or ongoing threat. These measures are also progressive in nature and may be applied in unison or selectively to establish the appropriate defensive posture required countering the threat expectation.

- (i) Green. This security condition indicates normal day-to-day operations.
- (ii) Blue. This security condition indicates there is an increased general threat of possible terrorist activity against personnel and facilities (threat low).
- (iii) Yellow. This security condition indicates minimum-security conditions required to support SPR operations for Alert Level III in the Drawdown Management Plan (threat medium).
- (iv) Orange. This security condition indicates intelligence information identifies hostile elements are actively preparing for action and there is an immediate threat to the SPR (threat high).
- (v) Red. This security condition applies when an attack has occurred or is currently underway (threat critical).

Each security condition may be described with an enhanced level of readiness. There will be an increase in the state of alertness, coupled with an increase in the frequency of checks of SPR facilities identified as critical for drawdown.

## (16) Physical Security

The Physical Security Program establishes, operates, and maintains detection systems and barriers to protect the SPR. Systems in place at the sites include perimeter and internal area circulation controls, barriers, alarms, and closed circuit television. X-Ray and metal detectors are in place in New Orleans. The following defines SPR areas.

- (i) Property Protection Area - a non-alarmed area that is physically and legally delineated by the perimeter for the protection of DOE property (existing site security perimeters and the New Orleans administrative buildings, BC brine disposal wells, and offsite pipeline valve stations).

- (ii) Exclusion Area - an alarmed area established for the protection of Classified matter where mere access to the area would result in access to Classified matter. The DOE Communications Security (COMSEC) Facility is the only Exclusion area at the SPR. SPR COMSEC Facility employees escort all visitors when inside the DOE COMSEC Facility.
- (iii) National Critical Infrastructure and Key Assets are Property Protection Areas with a priority "A" designation, requiring enhanced protection.

#### (17) Cyber Security

The Cyber Security Program protects Classified and Unclassified cyber security systems. The Cyber Security Program Plan provides reasonable precautions to protect computer hardware, software, and Privacy Act information from physical hazards and to prevent the loss of data or security compromise of Unclassified sensitive information contained in the computer. The following regulations must be followed when using SPR computer equipment:

- (i) Protect passwords and other user authentication credentials (e.g., RSA token, PIV cards, etc.).
- (ii) Properly secure computer equipment and software when not in use.
- (iii) Report any misuse of computer terminals and related equipment.
- (iv) Ensure that only data, programs, and models that are pertinent and necessary to the project or related to the work are being processed or used.
- (v) Report any loss of laptops or other government furnished information technology equipment.
- (vi) Report the loss or misuse of Personally Identifiable Information (PII) or other sensitive information.

#### (18) Operations Security (OPSEC)/Counterintelligence (CI)

The OPSEC and CI Programs provide guidance in countering hostile intelligence efforts, both foreign and domestic, that seek SPR information. OPSEC is a program designed to disrupt or defeat the ability of foreign intelligence or other adversaries to exploit sensitive SPR activities or information and to prevent the unauthorized disclosure of such information. OPSEC refers to operational measures developed and

implemented to strengthen the physical security, information security, personnel security, and communications security programs. OPSEC implements counterintelligence, computer security, and technical security methodologies in order to eliminate or control vulnerabilities that impact Classified information protection measures.

The CI Program provides employees with information on how to detect, counteract, and prevent espionage, sabotage, and international terrorist activities. The CI Program also ensures that through the Security Awareness Program, SPR employees are aware of their responsibilities to report any contact with foreign nationals regarding sensitive subjects, Classified information, or requests for sensitive Unclassified information.

Because of the potential danger involved with foreign travel, all official foreign travel must be reported to M&O Security. Travelers may obtain additional information on the SPR Intranet, under Security and then Foreign Travel.

The briefing informs employees who propose travel to sensitive countries about intelligence gathering methods they may be exposed to and about available defensive measures. This briefing is also available for unofficial foreign travel.

#### (19) Substance Abuse Policies

Substance abuse poses risks to the health and safety of employees, as well as to DOE's national security responsibilities. DOE participates in the federal effort to achieve a workplace free from substance abuse. This effort is designed to help abusers, as well as to meet the SPR's responsibilities to safeguard sensitive information.

DOE's objective in seeking a drug-free workplace is to maintain a safe and secure environment for employees while recognizing and respecting their privacy and legal rights. The use, sale, trafficking, transfer, or possession of substances or drugs listed in the schedule of controlled substances contained in the Controlled Substances Act of 1970 (e.g., hallucinogens including marijuana and opium derivatives) is prohibited. This prohibition applies to DOE and DOE Contractor employees both on and off duty.

Employee Assistance Programs offer counseling, referral, and educational services concerning illegal drug use, alcohol abuse, and other medical, mental, emotional, or personal problems of employees, particularly those which adversely affect behavior and job performance. (Because there are different Employee Assistance Programs for each

company and site, the employee may request instructions on how to contact the Employee Assistance Program for his/her employer.)

#### **SPR-H-004 PROHIBITION AGAINST WORK FOR ANY SPR PRIME CONTRACTORS AND SUBCONTRACTORS**

The Contractor agrees, upon assumption of its full contract responsibilities, he will not perform any work for any other SPR prime Contractor or subcontract at any time during this contract, unless approved, in writing, by the Contracting Officer.

#### **SPR-H-005 CYBER SECURITY REQUIREMENTS**

- (a) General Computing System Use Policies. DOE policies as well as the IT policies defined at the SPR are intended to protect computer hardware, software, and data from unauthorized access, intentional compromise or destruction, and inadvertent damage. All users including Contractor staff are responsible for the protection of computer resources located in their work areas and those computer resources assigned by the SPR to the user. The following computer security requirements apply to all computer users at the SPR.
- (b) Computer Access Request (Including Foreign National Special Requirements). Before any request can be processed the individual needs to have a DOE ID badge or PIV (Personal Identification Verification) card. In order to be assigned a user ID and be allowed access to the SPR computers and network, the person's manager must submit a computer access request or by using the SPR User Management System. The person must also complete the SPRPMO Rules of Behavior, as well as the annual cyber security awareness training. If the individual is a foreign national they must fill out a "Foreign National Request" through the Security Department and be properly vetted before being granted access to SPR information systems or data.
- (c) Password and use authentication credentials. Your assigned login ID, password, and other use authentication credentials (e.g., RSA tokens, PIV cards, etc.) are for your use only. Your password and authorized credentials are not to be disclosed to anyone. You are responsible for all computer work processed under your assigned logon ID. Log off your computer when the session is completed. Do not leave unattended equipment logged into application systems. Passwords must be changed according to current SPRPMO password policies, changed immediately after an actual or suspected compromise, and changed on direction from management. However, you should change your password regularly to reduce the risk of compromise. Easily compromised passwords put the SPR network at serious risk of outside intrusion. Password requirements include:

- (1) Passwords are at least 14 characters in length and must contain at least three types of characters identified below:
    - uppercase letters such as A, B, C
    - lowercase letters such as a, b, c
    - numerals such as 1, 2, 3
    - special characters such as \$, ?, &
    - alt characters such as  $\mu$ , £, Æ
  - (2) Passwords do not contain the user identification (userid).
  - (3) Passwords do not contain any common English dictionary word, spelled forward or backwards (except words of three or fewer characters).
  - (4) Passwords do not employ common names.
  - (5) Passwords do not contain any commonly used numbers (e.g., the employee serial number, Social Security number, birth date, phone number) associated with the user of the password.
  - (6) Passwords do not contain any simple pattern of letters or numbers, such as “qwertyxx” or “xyz123xx.”
- (d) **User Responsibilities and Prohibited Use.** Users must comply with End-User Rules of Behavior defined in Appendix E of the applicable System Security Plan (SSP) for the SPR system being accessed. Users must attend annual computer security awareness briefings. Users must not disable any security features or alter system configurations. Users shall not download or install any peer-to-peer software. Computers are to be used for SPR work-related purposes only. The personal use of SPR computer resources, including computer games, work for non-profit organizations, and personal work, is prohibited. All software used at the SPR must be acquired through approved project sources and must be used according to license agreements. Users shall not download executable files from the Internet unless authorized in writing by the IS manager. There is a zero tolerance policy for inappropriate use of the Internet such as accessing pornographic or gambling websites. Users should not attempt to access systems or information for which they are not authorized. Security violations are logged and reviewed by the security administrator.
- (e) **Personally Identifiable Information.** Users shall not store or transmit Protected Personally Identifiable Information (PII) on portable/mobile devices or on removable media, or remotely access Protected PII on government systems without specific approval of the Authorizing Official (AO).

Personally Identifiable Information is defined as: Any information about an individual maintained by an agency, including but not limited to, education,

financial transactions, medical history, and criminal or employment history and information that can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information that is linked or linkable to an individual.

- (f) Remote Access. Users shall only do remote access to SPRPMO systems using two-factor authentication with SPRPMO supplied credentials. Remote access to protected PII on government systems must be approved in writing by the AO. Remote access is any access to an organizational information system by a user (or an information system) communicating through an external, non-organization-controlled network (e.g., the Internet).
- (g) Restriction on the Use of Portable/Removable Media. SPRPMO policy is to restrict the use of portable and removable media to access, collect, create, process, transmit, disseminate, or store SPR information within and outside SPR security areas. Use of portable and removable media to store or transfer SPR electronic information will be considered the exception rather than the normal operating procedure. Only SPR-issued portable and removable media are allowed to be connected to SPR information systems or networks. Use of Personally Owned Devices (PODs) is not allowed on SPR information systems without prior written approval of the ISSM (Information System Security Manager) or the SPR AO. SPR sensitive Unclassified information (SUI) including Official Use Only (OUO) and protected PII on portable and removable media must be encrypted using a certified FIPS 140-2 Level 1 or higher encryption technology. Encryption keys must be made available on request to the SPR ISSM within five business days for cyber security incident investigations. Protected PII may not be stored on portable or removable media without prior written consent of the SPR AO. Portable and removable media used for SUI must be purged or degaussed when the data is no longer needed or before release to unauthorized persons. If purging/degaussing is not possible, destruction of the media is required.

Portable removable media include, but are not limited to: handheld PDA devices, cell phones, and storage devices such as flash memory (memory sticks), flash cards, portable hard drives, digital music players, CD-RW disks, DVD-RW disks and floppy disks.

- (h) Restriction on the Use of Cellular Technology. SPRPMO policy is to restrict the use of cellular wireless communications technology to access SPR information system assets or data. Cellular technology must be physically removed or disabled before connecting directly via hard-wire connection to any SPR information system or network. Only cellular technology issued by the SPR Data Systems Department may be used to access SPR information system resources. Cellular technology may not be used in SPR Classified areas. Prior written consent of the SPR AO is required for any deviation to the

authorized uses of cellular technology. Cellular phones may be used on SPR property but must not be directly connected to any SPR information system resource using cabling of any type.

**SECTION I ADDITIONAL CLAUSES:**

**Clauses Incorporated By Reference:**

FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)

FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (MAR 2020)

FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS. (AUG 2018)

FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)

FAR 52.223-10 WASTE REDUCTION PROGRAM (MAY 2011)

FAR 52.227-14 RIGHTS IN DATA-GENERAL (MAY 2014)

FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)

DEAR 952.202-1 DEFINITIONS

DEAR 952.204-2 SECURITY (MAR 2011)

DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)

DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)

DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)

DEAR 952.208-70 PRINTING (APR 1984)

DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009)

DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)

DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS  
(AUG 2009)

**Clauses Incorporated in Full Text:**

**FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (JUN 2020)**

- (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:  
  
DOE Hotline Poster: Obtain from <http://energy.gov/ig/downloads/office-inspector-general-hotline-poster>
- (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 item, or
  - (2) is performed entirely outside the United States.



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

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

(End of clause)

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (60 months).

(End of clause)

**FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)**

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

*This Statement is for Information Only: It is not a Wage Determination*

Employee Classification	Hourly Monetary Wage	Fringe Benefit
GS-9 Security Administrative Assistant	\$29.02	\$10.52
GS-9 Information Publisher, Lead	\$29.02	\$10.52
GS-7 Information Publisher	\$23.72	\$8.60
GS-9 Budget Assistant	\$29.02	\$10.52
GS-5 Mail Assistant	\$19.15	\$6.94
GS-5 Reproduction Assistant	\$19.15	\$6.94

#### **FAR 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: All
- (e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
- (i) A description of the supplies or services to be subcontracted.
  - (ii) Identification of the type of subcontract to be used.
  - (iii) Identification of the proposed Subcontractor.
  - (iv) The proposed subcontract price.
  - (v) The Subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
  - (vi) The Subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
  - (vii) A negotiation memorandum reflecting -
    - (A) The principal elements of the subcontract price negotiations;
    - (B) The most significant considerations controlling establishment of initial or revised prices;
    - (C) The reason certified cost or pricing data were or were not required;

- (D) The extent, if any, to which the Contractor did not rely on the Subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the Subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the Subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c) or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
- (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR [15.404-4\(c\)\(4\)\(i\)](#).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any Subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart [44.3](#).
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: *[TBD]*

**DEAR 952.215-70 KEY PERSONNEL (DEC 2000)**

- (a) The personnel listed below or elsewhere in this contract (TBD) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:
  - (1) notify the Contracting Officer reasonably in advance;
  - (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and
  - (3) obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.
- (b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

## **Section K - Representations, Certifications, and Other Statements of Offerors or Respondents**

### **DEAR 952.204-73 FACILITY CLEARANCE (AUG 2016)**

#### *Notices*

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence (FOCI) information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

(a) *Use of Certificate Pertaining to Foreign Interests, Standard Form 328.*

- (1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor's organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the Contractor must submit the Standard Form 328, Certificate Pertaining to Foreign Interests, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package. The Contractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format directed by DOE. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.
- (2) Information submitted by the Offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.
- (3) Following submission of a Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328.

Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security office.

(b) *Definitions.*

(1) *Foreign Interest* means any of the following-

- (i) A foreign government, foreign government agency, or representative of a foreign government;
- (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
- (iii) Any person who is not a citizen or national of the United States.

(2) *Foreign Ownership, Control, or Influence (FOCI)* means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) *Facility Clearance* means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon-

- (1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;
- (2) A contract or proposed contract containing the appropriate security clauses;
- (3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;

- (4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;
  - (5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
  - (6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and
  - (7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.
- (d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.
- (e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.
- (f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime Contractor or the Contracting Officer for the prime contract.



### Notice to Offerors-Contents Review (Please Review Before Submitting)

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the offeror should review the FOCI submission to ensure that:

- (1) The Standard Form 328 has been signed and dated by an authorized official of the company;
- (2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;
- (3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;
- (4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and
- (5) A summary FOCI data sheet.

Note: A FOCI submission must be attached for each tier parent organization (i.e. ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

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

- (a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- (b) An Offeror notified that it is the apparent successful Offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful Offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.

- (c) The statement must contain the following:
- (1) A statement of any past (within the past 12 months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the Offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.
  - (2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.
- (d) Failure of the Offeror to provide the required statement may result in the Offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

**FAR 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 database via <https://www.sam.gov> (see 52.204-7).

**SIGNATURE/CERTIFICATION**

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

\_\_\_\_\_  
Signature of the Officer or Employee  
Responsible for the Offer

\_\_\_\_\_  
Date of Execution

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

\_\_\_\_\_  
Name of Organization

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, ZIP

Solicitation Number 89243521RFE000017  
Management and Technical Support Services  
for the DOE/Strategic Petroleum Reserve

**8.0. PROPOSAL PREPARATION AND SUBMISSION**

The proposal preparation and submission instructions are provided in a separate attachment. See Attachment 8.0 – Section L PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS AND NOTICES TO OFFERORS.

**9.0. EVALUATION FACTORS AND BASIS OF AWARD**

The evaluation factors and basis of award are provided in a separate attachment. See Attachment 9.0 – Section M EVALUATION FACTORS AND BASIS OF AWARD.