



Department of Energy

Idaho Operations Office
1955 Fremont Avenue
Idaho Falls, ID 83401

June 5, 2023

SUBJECT: Draft Solicitation No. 89243223RNE000031 – Purchase of High-Assay Low-Enriched Uranium (HALEU) - Enrichment

Dear Prospective Offeror:

The issuance of this Draft Request for Proposal (RFP) is intended to allow interested parties to provide feedback to DOE prior to the release of the final RFP. The feedback received will be considered for implementation in the final RFP, which will solicit proposals for potential award.

The U.S. Department of Energy, Idaho Operations Office (DOE-ID) seeks to acquire HALEU to meet Departmental programmatic needs related to the research, development, and demonstration of advanced-reactor technologies, and to support industry demand. The purpose of this acquisition is to serve as a catalyst to establish a HALEU enrichment capability in the United States. For this acquisition, all enrichment and storage must occur from a physical location within the United States. Because the enriched UF₆ must be deconverted to other forms, like oxide or metal, before it can be fabricated into HALEU fuel or put to other use, DOE intends to issue a separate draft solicitation for HALEU UF₆ deconversion services concurrently.

A description of the work to be performed is set forth in Section C of this Draft RFP. The purpose of this Executive Summary Letter is to provide some of the salient elements of the Draft RFP and is not an integral part of the Draft RFP. In the event of any conflict between this letter and the Draft RFP, the Draft RFP shall take precedence.

Anticipated Contract Type and Set Aside Information

As a result of the final solicitation, DOE-ID contemplates awarding one or multiple Firm-Fixed Price and Firm-Fixed Price with Economic Price Adjustment contract(s).

This acquisition is a full and open competitive solicitation. The applicable North American Industry Classification System (NAICS) code is 325180, Other Basic Inorganic Chemical Manufacturing and the Small Business Size Standard is 1000 employees.

Period of Performance

The period of performance is anticipated to be approximately 10 years from time of award.

Award of Initial Proposals/Competitive Range

The Government intends to select and award one or multiple contract(s) without discussions, based upon an acceptable offer and initial proposals to the final RFP. Therefore, it is particularly important that each offeror provide its best feedback on this Draft RFP. In the event that awards are not made on an initial offer and proposal, the Government shall establish a competitive range, and conduct discussions.

Feedback Submission & Due Date

Feedback to this draft RFP is due no later than July 6, 2023 6:00 p.m., Eastern Time.

Parties interest in providing feedback to this draft RFP must do so by direct email submission to the Contract Specialist, Seth Fryar, fryards@id.doe.gov.

Project Description

For a complete and detailed description of the Statement of Work (SOW), refer to RFP Section C.

Feedback

Draft-RFP Feedback. Prospective offerors are requested to submit feedback to the Draft RFP including responses to the specific topics listed below;

1. Reference Section B.3 and Section C.4, DOE intends to make commitments for purchases under this award within amounts provided by section 50173(a) of the Inflation Reduction Act, Pub. L. No. 117-169 (2022). If future appropriations become available, DOE will consider future work through the exercise of options depending on enriched uranium programmatic needs and other considerations. Does the noted language prevent an offeror from submitting a responsive proposal? If so, explain why?
2. Reference section B.4, is there a different Producer Price Index more applicable to this Acquisition?
3. Reference Section C.2, DOE's overall uranium strategy covers a variety of enriched uranium programmatic needs, including civilian and commercial needs supported by the Office of Nuclear Energy and national security, nonproliferation, and defense needs supported by the National Nuclear Security Administration's Defense Programs, Defense Nuclear Nonproliferation, and Naval Reactors programs. DOE's High Assay- Low -Enriched Uranium (HALEU) Availability Program implements Section 2001 of the Energy Act of 2020 (42 U.S.C. 16281), with the objective to support the availability of HALEU for civilian domestic research, development, demonstration, and commercial use. In this RFP, DOE seeks to engage with industry, and stimulate the establishment of a reliable supply chain for HALEU for civilian and commercial use, including a domestic enrichment capability and a possible pathway for other DOE missions that have clear basic requirements but are not yet ready (or sufficiently defined) for implementation. The near-term success of the HALEU Availability Program could reduce the programmatic risk to meet uranium needs in the coming years. Does this articulation of the Department's desire to engage with industry to explore opportunities to leverage near-term solutions to meet longer term missions prevent an offeror from submitting a responsive proposal? If so, explain why?
4. Reference Section C.3, Section L.8 and Attachment L-D, Offerors are required to submit a Community Benefits Plan (CBP) as detailed in Attachment L-D. Proposals submitted without a CBP will be considered nonresponsive and not evaluated further. Does this requirement prevent an offeror from submitting a responsive proposal? If so, explain why?

5. Reference section C.4, Preferences and Considerations – Do the noted preferences and considerations prevent an offeror from submitting a responsive proposal? If so, explain why?
6. Reference Section H.20, does industry have a proposed contract type/pricing solution to facilitate storage of HALEU at the Offerors facility during the period of performance of the contract?
7. Reference Section L.21, does industry feel it would be beneficial for DOE to host a preproposal conference shortly after the release of the final RFP, prior to the date that proposals are due?
8. Reference M.2, Criterion 1 includes: Extent of current uranium production capabilities and experience; identify both domestic and non-domestic uranium supply chain capabilities and experience; (Note: Supply Chain capabilities which implement the following order of preference; Domestic, North America and other allies of the United States Government will receive a more favorable evaluation.) Criterion 2 includes: Clarity, completeness, and realism of the approach that will successfully establish the necessary HALEU production capabilities to support the supply chain in the United States; (Note: Planned approaches which implement the following order of preference; Domestic, North America and other allies of the United States Government. will receive a more favorable evaluation.) In this context “domestic supply chain capabilities” refers to U.S.-based labor, services, materials, equipment, and technologies. Do these stated evaluation preferences prevent an applicant from submitting a responsive proposal? If so, explain why.
9. What should DOE consider including in the final RFP to ensure proposals address the degree to which resulting enrichment facilities can be leveraged in the future to support NNSA enriched uranium requirements for certain defense missions?

Any feedback prospective offerors would like DOE to consider prior to issuance of the final RFP, including the above, should be submitted no later than July 6, 2023 6:00 p.m., Eastern Time via email to fryards@id.doe.gov

DOE does not intend to respond to questions contained in the feedback received. Telephonic questions will not be answered. Prospective offeror feedback must clearly specify the RFP areas (section, page, etc.) to which they refer.

Any changes required to the RFP resulting from the feedback received will be incorporated into the RFP via written amendment. No changes to the RFP are to be assumed; they must be incorporated into the final RFP or by written amendment to the RFP to be applicable.

The Department of Energy appreciates offerors’ efforts in providing candid and comprehensive input in response to this draft RFP.

Sincerely,

Seth Fryar
Contract Specialist

Solicitation No. 89243223RNE000031
HALEU Enrichment Acquisition – Draft RFP

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Section B - Supplies or Services/Prices

B.1 TYPE OF CONTRACT

The contract is to acquire enriched product as described in Section C. The contract will be a Firm-Fixed Contract. Contract Line-Item Number (CLIN) 1 will be Firm Fixed Price. Option CLINs will be Firm Fixed Price with an Economic Price Adjustment in accordance with FAR 16.203-1 and Performance Based Payments may be used in accordance with FAR 32.10.

Award of the Base (CLIN 1) and any Option CLINs (CLINs 2-8) that may or may not be exercised are limited to existing appropriations.

B.2 AUTHORITY

Section 2001(a) of the Energy Act of 2020 directs the Secretary of Energy to “establish and carry out, through the Office of Nuclear Energy, a program to support the availability of [high-assay, low-enriched uranium, or] HA-LEU for civilian domestic research, development, demonstration, and commercial use” including by developing “the capability to acquire or provide HA-LEU.” Additional authority for this acquisition derives from the Atomic Energy Act of 1954, as amended, and section 646 of the Department of Energy Organization Act.

B.3 DOE-B-2006 FIRM-FIXED-PRICE CONTRACT (OCT 2014)

(a) This is a firm-fixed-price contract. The Contractor shall provide the following supplies at the fixed unit prices specified (in metric tonne(s) uranium(MTU)):

| Contract Period | Fixed Unit Price/kilogram(s) uranium (kgU) | Total Quantity | Total Line Price | Delivery Date* |
|-----------------|--|----------------|------------------|--|
| CLIN 1 | N/A | N/A | \$ | TBD |
| CLIN 2 Option* | \$/kgU | 5MTU | \$ | within the 10-year period of performance |
| CLIN 3 Option* | \$/kgU | 10MTU | \$ | within the 10-year period of performance |
| CLIN 4 Option* | \$/kgU | 25MTU | \$ | within the 10-year period of performance |
| CLIN 5 Option* | \$/kgU | 50MTU | \$ | within the 10-year period of performance |

| | | | | |
|-----------------------|--------|--------|----|--|
| CLIN 6 Option* | \$/kgU | 100MTU | \$ | within the 10-year period of performance |
| CLIN 7 Option* | \$/kgU | 125MTU | \$ | within the 10-year period of performance |
| CLIN 8 Option* | \$/kgU | 145MTU | \$ | within the 10-year period of performance |

***DOE intends to exercise *only* one of option CLINs 2 through 8 consistent with the funding currently appropriated to the Department of Energy. DOE intends to make commitments for purchases under this award within amounts provided by section 50173(a) of the Inflation Reduction Act, Pub. L. No. 117-169 (2022).**

(b) Payments of the fixed unit prices and the total contract price will be made in accordance with FAR 52.232-1, Payments.

(End of Clause)

B.4 ECONOMIC PRICE ADJUSTMENT – CLINS 2-8:

- (a) Offeror warrants that the offer identified in B.3 DOE-B-2006 FIRM-FIXED-PRICE CONTRACT (OCT 2014) is the current established price for all material required by the contract documents.
- a. The term “established price” means a price that:
 1. is established for the required material produced in a calendar year as defined by the contract documents and
 2. is current as of the submission date of the offer.
- (b) Offeror’s pricing in section B.3 shall be adjusted each production year by a percentage equal to the percentage change in the applicable Producer Price Index (PPI).
- a. The applicable PPI shall be the eia.gov Uranium Marketing Annual Report, Total purchased (weighted-average price) of the most recent year ([Uranium Marketing Annual Report - \(eia.gov\)](https://www.eia.gov/uranium/marketing/annual-report/)).
 - b. The term “production year” means the 12- month period between January 1 and December 31 of the same year, inclusive.
- (c) The Economic Price Adjustment shall be calculated as follows: [(Current Year Index minus Base Year Index) divided by Base Year Index], and rounded to the nearest dollar.
- a. The “Current Year Index” refers the applicable PPI price thirty days prior to the start of the next production year.
 - b. The “Base Year Index” refers to the established total price (offer) submitted to the Contracting Officer (CO), as identified in B.3 DOE-B-2006 FIRM-FIXED-PRICE CONTRACT (OCT 2014).

- (d) Any price adjustments under this clause are subject to the following conditions and limitations:
- The increase in the total price for CLINs 2-8 shall not exceed 7 percent per year of the established price.
 - The established Fixed Unit Price/KGU for the exercised CLIN work will be adjusted 30 days before each production year.
 - There shall be no adjustment for changes in material costs other than those shown in this clause.
 - A unilateral contract modification will be issued by the CO for the price increase/decrease, if any.

| EXAMPLE OF PRICE ADJUSTMENT CALCULATION | | | | | |
|---|-----------------------------|-------------------|-------------------|-------------------------------------|-----------------------------|
| Basis of Price Adjustment Example | | | | | |
| Year of Receipt of Contractor (Base Year): 2021 | | | | | |
| Year of Exercise of Option (Current Year): 2022 | | | | | |
| | Fixed Unit Price/kgU | 2021 Index | 2022 Index | Percent Increase or Decrease | Amount of Adjustment |
| production year 1 | \$10,000 | \$33.27 | \$33.91 | 1.92% | +\$192.00 |

B.5 DOE-B-2012 SUPPLIES/SERVICES BEING PROCURED/DELIVERY REQUIREMENTS (OCT 2014)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set for in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Statement of Work.

(End of Clause)

B.6 DOE-B-2014 OPTION TO EXTEND THE TERM OF THE CONTRACT: ESTIMATED COST, FEE AND PERIOD OF PERFORMANCE (OCT 2014)

(a) In accordance with the clause at FAR 52.217-9, Option to Extend the Term of the Contract, the Government may unilaterally extend the contract period of performance (as set forth in Section F, Deliveries) to require the Contractor to perform the work set out by Section C, Description/Specs/Work Statement of the contract. In the event that the Government elects to exercise its unilateral right to extend the term of the contract pursuant to this clause and FAR 52.217-9, all terms and conditions of the contract will remain in full force and effect.

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

consider the Contractor's performance as part of the determination to exercise any option to extend the contract term.

(c) The Estimated Price and Period of Performance of each option to extend the term of the contract are set forth in B.3.

(End of Clause)

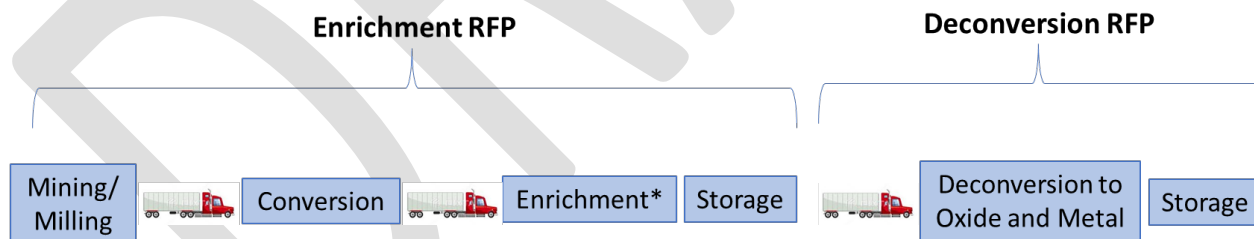
Section C - Description/Specifications

Statement of Work

C.1 INTRODUCTION

The U.S. Department of Energy (DOE or Department) seeks to establish a reliable supply chain for high-assay, low-enriched uranium (HALEU), including a domestic enrichment capability. To accomplish this goal, DOE plans to issue two solicitations. This is the first solicitation, which is DOE's planned acquisition of HALEU as uranium hexafluoride (UF₆) (enriched up to <20% by weight in the isotope uranium-235). Incident to this planned acquisition of HALEU UF₆, DOE would also require that the enricher(s) store the HALEU UF₆ at its facility(ies). All such enrichment and subsequent storage must occur in a physical location within the continental United States.

Because the enriched UF₆ must be deconverted to other forms, like oxide or metal, before it can be fabricated into HALEU fuel or put to other use, DOE intends to issue a second solicitation concurrently for HALEU UF₆ deconversion services, as shown in the image below. That separate solicitation will primarily be to acquire deconversion services, but will also encompass transporting the UF₆ stored at the enrichment facility(ies) to a deconversion facility(ies), performing the deconversion process, and storing the deconverted material until there is a need to ship it to a fuel fabricator or other end user.



* Enrichment may be performed at two separate locations (up to 5% or 10% and then transported to a second site where it is enriched up to 20%)

In accordance with the objectives of section 2001 of the Energy Act of 2020, DOE intends to sell or otherwise provide the HALEU it acquires to members of the HALEU consortium (<https://www.energy.gov/ne/us-department-energy-haleu-consortium>), also established under section 2001, for purposes of civilian domestic demonstration and commercial use.

C.2 BACKGROUND

Section 2001(a) of the Energy Act of 2020 charges the Secretary of Energy with establishing and carrying out a program to support the availability of HALEU for civilian domestic research, development, demonstration, and commercial use including by acquiring HALEU for the purpose of selling or otherwise distributing it to members of the HALEU consortium. Although some advanced reactor technologies are currently under development, there is no domestic commercial source of HALEU available to fuel them. The lack of such a source could impede both the demonstration of these technologies being developed and the development of future advanced reactor technologies. As a remedy, this program aims to establish a temporary domestic demand for HALEU to stimulate a diverse, domestic commercial supply that could ultimately lead to a competitive HALEU market and a more certain domestic HALEU demand.

DOE has determined that the domestic capability to enrich uranium as UF₆ up to <20% by weight of the isotope uranium-235 is required as part of the temporary HALEU demand it aims to establish. DOE seeks to acquire such material, which, as stated above, must be enriched and stored by the enricher(s) at a physical location in the continental United States, in accordance with the amounts and timeframes identified in section B.3, above. Acceptance criteria for the material can be found in section J, below.

DOE's overall uranium strategy covers a variety of enriched uranium programmatic needs, including civilian and commercial needs supported by the Office of Nuclear Energy and national security, nonproliferation, and defense needs supported by the National Nuclear Security Administration's nuclear weapons, nonproliferation, and naval propulsion programs. DOE's HALEU Availability Program implements Section 2001 of the Energy Act of 2020 (42 U.S.C. 16281), with the objective to support the availability of HALEU for civilian domestic research, development, demonstration, and commercial use. DOE seeks to engage with industry and stimulate the establishment of a reliable supply chain for HALEU for civilian and commercial use, including a domestic enrichment capability and a possible pathway for other DOE missions that have clear basic requirements but are not yet ready for implementation. The near-term success of the HALEU Availability Program could reduce the programmatic risk to meet uranium needs in the coming years.

C.3 OBJECTIVES

The objectives of this statement of work (SOW) are described in the eight Contract Line-Item Numbers (CLINs) listed below in section C.4. Each CLIN has specific deliverables and milestones to ensure both timely production of HALEU and compliance with National Environmental Policy Act (NEPA) (42 U.S.C. §§ 4321 et seq.) and other applicable requirements. DOE intends to acquire HALEU UF₆ as soon as possible. The minimum and maximum production quantities of HALEU enriched to a minimum of 19.75% uranium-235 (U-235) and less than 20% U-235 are defined in section B.3. Through the acquisition of HALEU UF₆, the Contract seeks to secure a more robust, longer-term HALEU production capability that directly supports DOE and broader U.S. missions.

DOE-NE wishes to minimize the impacts to union jobs, non-union workforce, and other existing skilled workforce, while preventing adverse human health, environmental, social, economic, and other impacts to communities and other demographics that could potentially be affected by HALEU production. Such impacts may be direct, indirect, or cumulative. This Contract supports DOE and Congressional objectives as outlined in Section 2001 of the Energy Act of 2020. All aspects of this acquisition will require compliance with labor laws. In addition, this acquisition requires that best efforts be used to

promote policies that advance environmental justice and spur economic opportunity for underserved and disadvantaged communities, such as through the Justice40 Initiative created by Executive Order 14008 on *Tackling the Climate Crisis at Home and Abroad*. More information on the implementation of these policies can be found at: [https://www.energy.gov/diversity/energy-justice-dashboard-beta, version 1.0 of the Climate and Economic Justice Screening Tool \(CEJST\), and the Justice40 Interim Implementation Guidance along with its addendum \(M-23-09 \(whitehouse.gov\)\)](https://www.energy.gov/diversity/energy-justice-dashboard-beta, version 1.0 of the Climate and Economic Justice Screening Tool (CEJST), and the Justice40 Interim Implementation Guidance along with its addendum (M-23-09 (whitehouse.gov))).

Through supporting this initiative, Offerors will be more successful if equity and justice principles, community engagement, and partnership development are integrated. For example, failing to meaningfully engage with communities and stakeholders has been a contributing factor to delays or cancellations of energy and carbon management projects in the past. However, with meaningful engagement, communities and stakeholders can be project partners whose questions and concerns can improve overall project outcomes. This is clear from feedback obtained from DOE stakeholders, requests for information, published research, and information obtained from DOE project work. Therefore, Offerors shall submit a Community Benefits Plan (CBP) as described in Section L.8.

C.4 SCOPE OF WORK

The location requirements and new capacity considerations for this SOW are detailed in Fig 1, below. In sum, enrichment by the enricher(s) must occur in the continental United States. Although DOE prefers mining/milling and conversion also to occur in the United States, DOE will consider other countries within or outside North America. DOE expects mines that have existing operational licenses to supply uranium oxide product for this RFP. While this RFP is expected to reinforce the resumption of conversion services domestically, it is recognized that new uranium conversion capacity may result.

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

Fig 1

DOE expects to award one or more contracts to acquire HALEU UF₆. The minimum award will include the performance of CLIN 1 and the potential exercise of one of the options, CLINs 2-8, as described in sections C.4.1 and C.4.2, below. DOE intends to exercise only one of option CLINs 2-8 consistent with the funding currently appropriated to the Department of Energy. DOE intends to make commitments for purchases under this award within amounts provided by section 50173(a) of the Inflation Reduction Act, Pub. L. No. 117-169 (2022). If future appropriations become available, DOE will consider future work through the exercise of options depending on enriched uranium programmatic needs and other considerations. Contractors may work together to provide the HALEU as a consortium, as prime/subcontractors, a joint venture, or other forms of governance. However, a single prime contract

entity shall be responsible for all efforts under this statement of work. See Section L.2.(a) for additional details.

If a CLIN 2-8 option is exercised, the Contractor shall provide annual production and storage of HALEU UF6. As stated above, all enrichment and storage of the UF6 shall be in the continental United States. All HALEU UF6 product shall meet the specifications described in Section J. The feed uranium for enrichment to HALEU UF6 must have been mined and converted, and not come from a source that was recycled or reprocessed. The HALEU UF6 enrichment production capacity used to supply DOE with HALEU UF6 under this contract shall not negatively impact the existing baseline uranium production capacity currently supplying the U.S. domestic nuclear industry.

All HALEU UF6 product will require cylinders for collection and storage space, both of which shall be provided by the Contractor, as well as preparation for transportation (as described below in section C.4.2).

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

The Contractor shall produce a monthly status report for the duration of the contract. The monthly report shall contain a project narrative describing current work in progress, work that is about to begin, any potential issues or delays, and/or issues that may need Government attention. The report shall track progress against the schedule and milestones delivered in the Project Management Plan as part of the Contractor's proposal. The monthly status report shall be delivered electronically to the Contracting Officer (CO) and Contracting Officer's Representative (COR).

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

C.4.1 CLIN 1

CLIN 1 is structured to permit only those activities that would be allowable interim actions under NEPA (40 CFR 1056.1(a)). Work cannot proceed past CLIN 1 until DOE has completed its obligations under NEPA, including issuance of an Environmental Impact Statement Record of Decision to proceed with the action. Should DOE, after considering all of the alternatives, decide to proceed with no action or select a different action alternative, the Contractor shall not proceed past CLIN 1. (See 40 CFR 1502.14; 1505.2). DOE's NEPA analysis will be conducted pursuant to the Council on Environmental Quality (CEQ) NEPA regulations at 40 CFR parts 1500 et seq., and the DOE NEPA implementing regulations at 10 CFR part 1021. CLIN 1

activities are subject to [10 CFR 1021.211](#) “Interim Actions: Limitations on Actions During the NEPA Process” and [40 CFR 1506.1](#) “Limitations on Actions During the NEPA Process”. As such, any activities conducted in CLIN 1 may not have an adverse environmental impact or limit the choice of reasonable alternatives. (40 CFR 1506.1(a)). Further, DOE will not commit resources to activities that prejudice its selection of alternatives before making a final decision. (40 CFR 1502.2(f)). [40 CFR 1501.10](#) establishes the time limit for the completion of an environmental impact statement as two years measured from the date of the issuance of the Notice of Intent to the date a Record of Decision is signed (40 CFR 1501.10). Permissible activities that may take place during CLIN 1 include, but are not limited to, the preparation and submission of applications for licenses, permits, or other regulatory authorizations necessary for HALEU UF6 production; and background regulatory work such as the production of engineering studies, feasibility studies, or designs that will be needed to support regulatory approvals. CLIN 1 would not include actions such as construction of NRC-licensed facilities and procurement of certain long-lead items. Prior to taking interim actions, the Contractor must receive authorization from DOE. Should the Contractor move forward with activities that are not authorized, the Contractor is doing so at the risk of not receiving federal funding. Any questions on the allowability of specific actions covered in CLIN 1 shall be submitted to the CO and Contracting Officer Representative (COR) in writing for assessment by the NEPA Compliance Officer (NCO).

CLIN 1 will be separately priced. Approximately four weeks after award, the Contractor shall conduct a kick-off meeting with the CO, COR, and DOE Program officials. The meeting will require two days in the Contractor’s choice of facility with attendance of (at a minimum) all key personnel listed in the contract. The venue will be held at or near the prime Contractor’s location. The Contractor shall provide all logistics, including the venue, for the meeting.

The Contractor shall present specifics on approach to scope and schedule, and explain the methods for completing the SOW. The Contractor shall describe the responsibilities of any team members or subcontractors and define any risks and/or contingency plans that DOE should be aware of. The meeting shall be unclassified and any proprietary information shall be clearly identified. The Contractor shall provide detailed meeting minutes to the COR approximately two weeks after the kick-off meeting. The meeting minutes shall include all action items identified or taken during the meeting.

The Contractor will be required to provide up to 200 hours of support for DOE’s NEPA contractor in accordance with DOE-H-2034 (Contractor Interface with Other Contractors and/or Government Employees). This includes meetings, data calls, environmental analyses/inputs, non-proprietary facility details, etc.

CLIN 1 requires two deliverable products:

- CLIN 1, Deliverable 1: The Contractor shall submit a Process Description Report that defines all the technical processes that will be used to produce and store HALEU UF6, including work by the prime Contractor and all team members. The purpose of this report is to aid the Government in understanding the technical details and potential environmental impacts of all steps being proposed so they can be analyzed as part of the NEPA process. Much of this

high-level information will have been provided in Volume II of the Contractor's proposal. However, DOE will need additional detail without the page restrictions. Also, Volume II will remain as an Official Use Only document even after award. DOE will need the Process Description Report, absent any proprietary or sensitive information so that it can be shared with individuals outside of DOE. The Process Description Report deliverable shall be due sixty days after award.

- CLIN 1, Deliverable 2: Immediately after award, the Contractor shall begin the task of preparing background information to comply with all regulatory authorities and approvals necessary to begin HALEU UF6 production. The Contractor will produce engineering studies, feasibility studies, or designs that are needed to support the regulatory approvals. This task also includes producing and submitting permit applications, license applications, and/or license modifications. CLIN 1, Deliverable 2 is considered satisfied when applications for all licenses, license modifications, and permits have been submitted and the regulatory authority deems the submission complete and ready for review for HALEU UF6 production and storage operations. Copies of all applications, including proof that the regulatory authority deems the submission complete and ready for review, shall be provided to DOE in .pdf format.

C.4.2 CLINs 2-8 (Options)

DOE may exercise an option under CLINs 2-8 for production and storage following the completion of required NEPA analysis, including, as appropriate, as a cooperating or participating agency in the NEPA analysis conducted by another federal agency, and issuance of a Record of Decision. In CLINs 2-8, subject to meeting other regulatory requirements the Contractor shall begin production of HALEU UF6 in accordance with section B.3. Contractor shall store all product produced. Contractor shall prepare all material for eventual transportation to a deconversion facility. Such preparation for transportation includes any activities necessary to facilitate eventual transportation to a deconversion facility(ies), including, among others, packaging and loading. DOE will provide a 30-day notice before any anticipated shipments of HALEU UF6 to a deconversion facility(ies). The quantities, price, and delivery schedule for these option periods will be included in the Contractor's proposal and incorporated in the contract.

Should DOE choose to exercise one of CLINs 2-8, it will be performed as a firm fixed-price option with an Economic Price Adjustment (EPA) in accordance with section B.4. The chosen CLIN (quantity) of HALEU UF6 will be produced and stored in accordance with the schedule for the exercised CLIN, defined in the Project Management Plan delivered as part of the Contractor's proposal.

The amounts and delivery schedule for HALEU UF6 will be in accordance with the Contractor's proposal and incorporated in the contract. DOE aims to acquire HALEU UF6 as soon as possible. DOE will take title to HALEU UF6 after it is placed in the Contractor's storage in accordance with Section E. The Contractor shall provide all necessary labor, equipment, material and facilities to prepare the HALEU UF6 for transport to a deconversion facility(ies).

C.5 REQUIRED SKILLS/EXPERTISE

The skills and expertise required to provide the enriched uranium specified in this SOW are those crucial to a fully functioning enriched-uranium supply chain. Other specific areas of expertise, for example, include, but are not limited to the financial acumen, project management, procurement and management of material, engineering, equipment manufacturing, information technology, operational excellence, quality assurance and control, regulatory compliance, physical security, logistics, and others.

C.6 QUALITY ASSURANCE REQUIREMENTS

The HALEU UF₆ production effort will be regulated by the NRC. All design, construction, and operation necessary for HALEU production shall be conducted in accordance with the quality requirements specified by the NRC regulations. The Contractor shall maintain the appropriate NRC-approved Quality Assurance Program for performance of this contract.

Section J of the contract includes a Quality Assurance Surveillance Plan (QASP), identifying how contractor management will monitor performance to ensure services performed are in compliance with the contract requirements. The QASP shall be applicable to all subcontractors and members of the Contractor's team. The QASP describes how it aligns with the statement of work and the contractor's proposed approach to accomplish it. The proposed Quality Assurance Surveillance Plan establishes performance requirements for the contract (see FAR 37.604). (Note: This QASP does not include specific quality assurance requirements defined by the NRC.)

C.7 SECURITY CONSIDERATIONS

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

Generally, work performed under this contract shall be accomplished by U.S. citizens. Workforce requirements are defined in the applicable NRC regulations.

C.8 ENVIRONMENTAL, SAFETY AND HEALTH (ES&H) CONSIDERATIONS

The NRC will be the regulatory authority for the design, licensing and operation of the HALEU production under this contract. This includes environmental, safety and health of workers and the public associated with the nuclear operations. National Environmental Policy Act requirements will be addressed by DOE, the NRC, and any other agencies, as required. The Contractor must also obtain all required permits required for the construction and operation of the HALEU production activities. The Contractor shall be responsible for complying with all applicable State, Local, and Federal ES&H laws and regulations. The Contractor is responsible for all costs of fines and penalties resulting from

violations of, or failure of the contractor to comply with, Federal, State, Local, or foreign laws and regulations.

C.9 DELIVERABLES

CLIN 1 is a separate FFP task with two defined deliverables. If DOE exercises one of option CLINs 2-8, DOE will pay a fixed price with an EPA per kilogram of HALEU UF₆ after it is placed in the Contractor's storage facility. The Contractor shall provide for periodic access to the COR to observe HALEU being placed in storage. Packaging and marking is addressed in Section D of the contract. Section E addresses inspection and acceptance, including certificates of conformance. See Section F of the contract for final delivery information and location(s).

C.10 TRAVEL/WORK LOCATION

The work location shall be at the discretion of the Contractor. Enrichment and storage are required to be in the continental U.S.

Section D - Packaging and Marking

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

(a) Preservation, packaging and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to 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 Section G of the contract, or if none, to the Contracting Officer.

(End of Clause)

Section E - Inspection and Acceptance

E.1 THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE (IBR)

FAR

52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE. (AUG 1996)

52.246-16 RESPONSIBILITY FOR SUPPLIES. (APR 1984)

E.2 CLAUSES INCORPORATED BY FULL TEXT

52.246-15 CERTIFICATE OF CONFORMANCE. (APR 1984)

- (a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.
- (b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.
- (c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.
- (d) The certificate shall read as follows:
- "I certify that on [insert date], the [insert Contractor's name] furnished the supplies or services called for by Contract No [] via [Carrier] on [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document."

Date of Execution: []

Signature: []

Title: []

(End of clause)

DOE-E-2001 INSPECTION AND ACCEPTANCE (OCT 2014)

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer in accordance with the clause entitled FAR 52.246-15, Certificate of Conformance. If the Contracting Officer assigns this responsibility to the Contracting Officer's Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

(End of Clause)

DRAFT

Section F - Deliveries or Performance

F.1 THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE (IBR)

FAR

52.242-15 STOP-WORK ORDER. (AUG 1989)

52.242-17 GOVERNMENT DELAY OF WORK. (APR 1984)

F.2 CLAUSES INCORPORATED BY FULL TEXT

52.211-8 TIME OF DELIVERY ALT III. (APR 1984)

(a) The Government requires delivery to be made according to the following schedule:

| Required Delivery Schedule | | |
|-----------------------------------|---|--|
| Item No. | Quantity | within days after the date of receipt of a written notice of award |
| CLIN1 | 4 copies - Process Description Report | 60 days |
| CLIN1 | 4 electronic copies – Permit Applications and modifications, Draft License Applications and modifications | TBD |
| Production Schedule: CLINs 2-8* | | |
| Production Year 1 | Contractor shall provide an amount not to exceed 145MTU during the total period of performance. | within 5 years after award |
| Production Year 2 | | within 6 years after award |
| Production Year 3 | | within 7 years after award |
| Production Year 4 | | within 8 years after award |
| Production Year 5 | | within 9 years after award |
| Production Year 6 | | within 10 years after award |

**Early and Partial Deliveries will be accepted for proposed production if it occurs within the Period of Performance.*

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

| Offeror's Proposed Delivery Schedule | | |
|---|---|---|
| Item No. | Proposed Quantities | within days after the date of receipt of a written notice of award |
| CLIN1 | 4 copies - Process Description Report | 60 days |
| CLIN1 | 4 electronic copies – Permit Applications and modifications, Draft License Applications and modifications | TBD |
| Production Schedule: CLINs 2-8* | | |
| Production Year 1 | As Proposed by Offeror | Within 5 years after award |
| Production Year 2 | As Proposed by Offeror | Within 6 years after award |
| Production Year 3 | As Proposed by Offeror | Within 7 years after award |
| Production Year 4 | As Proposed by Offeror | Within 8 years after award |
| Production Year 5 | As Proposed by Offeror | Within 9 years after award |
| Production Year 6 | As Proposed by Offeror | Within 10 years after award |

**Early and Partial Deliveries will be accepted for proposed production if it occurs within the Period of Performance*

(End of clause)

DOE-F-2003 PERIOD OF PERFORMANCE (OCT 2014)

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

(End of Clause)

Section G - Contract Administration Data

G.1 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

(End of Clause)

G.2 DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)

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

(End of Clause)

G.3 DOE-G-2003 CONTRACTOR'S PROGRAM MANAGER (OCT 2014)

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

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

(End of Clause)

G.4 DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014)

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

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

(b) Other Correspondence.

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

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

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

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

(1) Contract Specialist:

(A) Seth Fryar

(B) Telephone number: 208-526-6765

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

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

(2) Contracting Officer:

(A) Trevor Bluth

(B) Telephone number: 208-526-3277

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

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

(3) Contracting Officer's Representative:

(A) Garrett Kropp

(B) Telephone number 208-526-2278

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

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

(End of Clause)

G.5 DOE-G-2005 BILLING INSTRUCTIONS (APR 2020)

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

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

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

(End of Clause)

G.6 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (NOV 2021)

(a) The Contracting Officer will document the Contractor's performance under this contract (including any task orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information," available to authorized Government personnel seeking past performance information when evaluating proposals for award.

(b) Contractor performance will be evaluated at least annually at the contract or task-order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) technical/quality, (2) cost control, (3) schedule, (4) management or business relations, and (5) small business subcontracting. Past performance information is available at <https://www.cpars.gov>. It is recommended that the Contractor take the overview training found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within fourteen (14) calendar days of the request.

(c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and unique entity identifier, a single assessment will be prepared for the joint venture using its CAGE code and unique entity identifier. If the joint venture does not have a unique CAGE code and unique entity identifier, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.

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

(End of Clause)

Section H - Special Contract Requirements

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

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

(End of Clause)

H.2 DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (OCT 2014)

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in the Section J Attachment entitled, "Performance Guarantee Agreement." The individual signing the "Performance Guarantee Agreement" for the parent company(s) should be the Responsible Corporate Official.

The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues.

Responsible Corporate Official

Name:[TBD]

Position:[TBD]

Company/Organization[TBD]

Address: [TBD]

Phone:[TBD]

Facsimile:[TBD]

Email:[TBD]

Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight. DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

Corporate Board of Directors

Name:[TBD]

Position:[TBD]

Company/Organization:[TBD]

Address:[TBD]

Phone:[TBD]

Facsimile:[TBD]

Email:[TBD]

Should any change occur to the Corporate Board of Directors or their contact information during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

(End of Clause)

H.3 DOE-H-2022 CONTRACTOR BUSINESS SYSTEMS (OCT 2014)

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

(b) Definitions. As used in this clause-

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

Contractor business systems means-

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

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

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

(d) Significant deficiencies.

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

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

(e) Withholding payments.

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

(i) Correct the deficiencies; or

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

(A) Root cause(s) identification of the problem(s);

(B) The proposed corrective action(s) to address the root cause(s);

(C) A schedule for implementation; and

(D) The name of the person responsible for the implementation.

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

(3) Payment withhold percentage limits.

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

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

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

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

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

(i) Interim payments under-

(A) Cost-reimbursement contracts;

(B) Incentive type contracts;

(C) Time-and-materials contracts; or

(D) Labor-hour contracts.

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

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

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

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

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

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

(f) Correction of deficiencies.

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

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

(i) If the Contracting Officer determines that the Contractor has corrected all significant deficiencies as directed by the Contracting Officer's final determination, the Contracting

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

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

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

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

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

(End of Clause)

H.4 DOE-H-2027 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (OCT 2014)

(a) Definitions. As used in this clause—

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

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

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

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

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

(d) Significant deficiencies.

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

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

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

(i) Remaining significant deficiencies;

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

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

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

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

(End of Clause)

H.5 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

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

(c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR

process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

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

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

(End of Clause)

H.6 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)

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

(End of Clause)

H.7 DOE-H-2037 NATIONAL ENVIRONMENTAL POLICY ACT (OCT 2014)

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

As described in Section C.4.1, during pendency of the NEPA review and prior to the issuance of a Record of Decision, the Contractor may conduct certain interim activities (i.e., CLIN 1 activities as described in section C.4.1) in accordance with CEQ and DOE NEPA regulations at 40 CFR 1506.1 and 1502.2(f). Prior to taking interim actions, the Contractor must receive authorization from DOE. Any questions regarding the permissibility of specific actions during CLIN 1 must be submitted to the CO and COR in writing. Funds obligated under this contract shall only be expended by the Contractor on the activities approved under CLIN 1.

(End of Clause)

H.8 DOE-H-2038 NUCLEAR FACILITIES OPERATIONS (OCT 2014)

(a) The work under this contract includes the operation of nuclear facilities. The Contractor recognizes that such operations involve the risk of a nuclear incident which, while the chances are remote, could adversely affect the public's health and safety and the environment. Therefore, the Contractor shall exercise a degree of care commensurate with the risks involved.

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

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

(End of Clause)

H.9 DOE-H-2044 MATERIAL SAFETY DATA SHEET AVAILABILITY (OCT 2014)

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

(End of Clause)

H.10 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 [14] calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

(End of Clause)

H.11 DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014)

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

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

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

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

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

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

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

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

(End of Clause)

H.12 DOE-H-2050 INCORPORATION OF SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014)

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

(End of Clause)

H.13 DOE-H-2052 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR (OCT 2014)

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

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

(End of Clause)

H.14 DOE-H-2058 DESIGNATION AND CONSENT OF MAJOR OR CRITICAL SUBCONTRACTS (OCT 2014)

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

[TBD]

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

(End of Clause)

H.15 DOE-H-2061 CHANGE ORDER ACCOUNTING (OCT 2014)

The Contractor shall maintain change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

(End of Clause)

H.16 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.

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

(End of Clause)

H.17 DOE-H-2070 KEY PERSONNEL (OCT 2014)

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

| NAME | POSITION TITLE | EDUCATION REQUIREMENT | EXPERIENCE REQUIREMENT |
|--|----------------------------------|---|--|
| <i>[To be completed at the time of Contract Award]</i> | Prime Senior Program Manager | Bachelor's degree or higher in a relevant field | 10 years or more of demonstrated industry experience in enrichment projects requiring NRC licensing |
| <i>[To be completed at the time of Contract Award]</i> | Prime Senior Business Manager | Bachelor's degree or higher in a relevant field | 10 years or more of demonstrated industry experience in managing projects of \$10M or more |

In addition to the requirement for the Contracting Officer's approval before removing, replacing, or diverting any of the listed key personnel, the Contracting Officer's approval is also required for any change to the position assignment of a current key person.

(b) Key personnel team requirements. The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the key personnel assigned to the contract. All key personnel shall be permanently assigned to their respective positions.

(c) Definitions. In addition to the definitions contained in the clause at DEAR 952.215-70, the following shall apply:

(1) The term "reasonably in advance" is defined as 30 calendar days.

(2) Key personnel are considered "managerial personnel" under the clause at DEAR 952.231-71, Insurance - Litigation and Claims.

(End of Clause)

H.19 DOE-H-2076 LOBBYING RESTRICTIONS (NOV 2018)

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

(End of Clause)

H.20 STORAGE OF GOVERNMENT-OWNED HALEU

Following product acceptance by DOE, the HALEU produced under this contract is Government property. This HALEU is to be stored in the contractor's NRC-licensed HALEU storage facility and shall be managed in accordance with the requirements of the NRC license and this contract, including the FAR property clauses included in Section I. The potential exists for a need to store produced HALEU beyond the end of this contract period of performance. The contractor shall notify DOE in advance of the expiration of this contract of all necessary license and contract actions required to support the continued storage of HALEU beyond the end of the period of performance to assure uninterrupted management of the stored HALEU inventory.

Section I – Contract Clauses

I.1 CLAUSES INCORPORATED BY REFERENCE (IBR)

52.202-1 DEFINITIONS. (JUN 2020)
52.203-3 GRATUITIES. (APR 1984)
52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)
52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT. (JUN 2020)
52.203-7 ANTI-KICKBACK PROCEDURES. (JUN 2020)
52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (JUN 2020)
52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT. (NOV 2021)
52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (JUN 2020)
52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER. (MAY 2011)
52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. (JUN 2020)
52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)
52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE. (AUG 2020)
52.204-22 ALTERNATIVE LINE ITEM PROPOSAL. (JAN 2017)
52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (NOV 2021)
52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018)
52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)
52.210-1 MARKET RESEARCH. (NOV 2021)
52.211-5 MATERIAL REQUIREMENTS. (AUG 2000)
52.215-2 AUDIT AND RECORDS - NEGOTIATION. (JUN 2020)
52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)
52.215-14 INTEGRITY OF UNIT PRICES. (NOV 2021)
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2010)
52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (OCT 1997)
52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (OCT 2018)
52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (NOV 2021) - ALTERNATE II (NOV 2016)
52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (SEP 2021)
52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES. (FEB 1997)
52.222-3 CONVICT LABOR. (JUN 2003)
52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION. (MAY 2018)
52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES. (JAN 2022)
52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT. (JUN 2020)
52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)

52.222-26 EQUAL OPPORTUNITY. (SEP 2016)
52.222-37 EMPLOYMENT REPORTS ON VETERANS. (JUN 2020)
52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)
52.222-50 COMBATING TRAFFICKING IN PERSONS. (NOV 2021)
52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (MAY 2022)
52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (FEB 2021)
52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)
52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS. (JUN 2016)
52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (JUN 2020)
52.224-1 PRIVACY ACT NOTIFICATION. (APR 1984)
52.224-2 PRIVACY ACT. (APR 1984)
52.225-1 BUY AMERICAN - SUPPLIES. (NOV 2021)
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (FEB 2021)
52.227-1 AUTHORIZATION AND CONSENT. (JUN 2020)
52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (JUN 2020)
52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)
52.232-1 PAYMENTS. (APR 1984)
52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)
52.232-11 EXTRAS. (APR 1984)
52.232-17 INTEREST. (MAY 2014)
52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)
52.232-25 PROMPT PAYMENT. (JAN 2017)
52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)
52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)
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52.233-3 PROTEST AFTER AWARD. (AUG 1996)
52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)
52.242-2 PRODUCTION PROGRESS REPORTS. (APR 1991)
52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (JAN 2017)
52.242-13 BANKRUPTCY. (JUL 1995)
52.243-1 CHANGES - FIXED-PRICE. (AUG 1987)
52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (JAN 2022)
52.246-24 LIMITATION OF LIABILITY - HIGH-VALUE ITEMS. (FEB 1997)
52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE). (APR 1984)
52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

DEAR

952.202-1 DEFINITIONS.

952.208-70 PRINTING. (APR 1984)

952.211-71 PRIORITIES AND ALLOCATIONS FOR ENERGY PROGRAMS (CONTRACTS). (APR 2008)

952.215-70 KEY PERSONNEL. (DEC 2000)

952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE. (JUNE 1997)

952.231-71 INSURANCE-LITIGATION AND CLAIMS (JUL 2013)

952.242-70 TECHNICAL DIRECTION. (DEC 2000)

I.2 CLAUSES INCORPORATED BY FULL TEXT

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

(a) *Definition.*

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

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

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

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

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

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

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

Poster(s) Obtain from

DOE IG Hotline Poster

https://www.energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf

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

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

Email: ighotline@hq.doe.gov

Or write

U.S. Department of Energy

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

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

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

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

(2) Is performed entirely outside the United States.

(End of clause)

52.204-1 APPROVAL OF CONTRACT. (DEC 1989)

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

(End of clause)

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

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

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

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

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

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

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

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

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

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

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or

commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

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

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

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

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

Covered telecommunications equipment or services means-

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

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

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

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

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

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

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

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

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13,

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

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

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

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

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

(End of clause)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES- REPRESENTATION. (OCT 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c) *Representations.* (1) The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.209-3 FIRST ARTICLE APPROVAL-CONTRACTOR TESTING (SEPT 1989)

(a) The Contractor shall test 1 sample unit(s) of Lot/Item *Enriched HALEU* as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within TBD calendar days from the date of this contract to *ATTN: Trevor Bluth, 1955 Fremont Ave. MS 1221, Idaho Falls, ID 83402* marked "First Article Test Report: Contract No. TBD, Lot/Item No. TBD". Within 30 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) of this subsection. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this subsection, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(End of clause)

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 60 days of the end date of the period of performance provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 6 months and 10 years.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING. (OCT 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability.* This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are-

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are-

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes

both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

☒ [X] By the end of the base term of the contract and then by the end of each subsequent option period; or

☐ [] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (SEP 2021)

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

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

Small business concern-

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

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

(3) For long-term contracts-

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

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

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status

according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees if the acquisition-

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

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

(a) Definitions. As used in this clause-

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

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

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

(End of clause)

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

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

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

(End of clause)

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

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

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

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

(1) Be submitted in writing;

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

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

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

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

(End of clause)

52.232-32 PERFORMANCE-BASED PAYMENTS. (APR 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.* (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the [30th] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (a) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.* (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.* (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract,

(2) *Property*, as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.* (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that-

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.236-8 OTHER CONTRACTS. (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government

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

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2020)

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.

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.

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

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

Is fixed-price and exceeds-

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

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.

If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: None.

(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:

A description of the supplies or services to be subcontracted.

Identification of the type of subcontract to be used.

Identification of the proposed subcontractor.

The proposed subcontract price.

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.

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

A negotiation memorandum reflecting-

The principal elements of the subcontract price negotiations;

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

The reason certified cost or pricing data were or were not required;

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;

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;

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

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.

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.

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-

Of the acceptability of any subcontract terms or conditions;

Of the allowability of any cost under this contract; or

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

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).

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.

The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: CO fill in at definitization.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE). (APR 2012)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; *provided*, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in

subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of -

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including -

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.

(i) The cost principles and procedures of part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted -

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

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

(End of clause)

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Section J - List of Documents, Exhibits and Other Attachments

J.1 DOE-J-2001 LIST OF ATTACHMENTS (OCT 2015)

The following attachments constitute part of this contract:

| Attachment Number | Title | Date |
|-------------------|-------------------------------------|------|
| J-A | Quality Assurance Surveillance Plan | TBD |
| J-B | Performance Guarantee Agreement | TBD |
| J-C | Small Business Subcontracting Plan | TBD |
| J-D | HALEU Product Specification | TBD |

(End of Clause)

ATTACHMENT J-A

QUALITY ASSURANCE SURVEILLANCE PLAN

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ATTACHMENT J-B

PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract No. _____ for the _____ (Contract dated, _____, by and between the Government and _____ (Contractor), the undersigned, _____ (Guarantor), a corporation incorporated in the State of _____ with its principal place of business at _____ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on _____.

NAME OF CORPORATION

NAME AND POSITION OF OFFICIAL

EXECUTING PERFORMANCE GUARANTEE

AGREEMENT ON BEHALF OF GUARANTOR

ATTESTATION INCLUDING APPLICATION

OF SEAL BY AN OFFICIAL OF

GUARANTOR AUTHORIZED TO AFFIX

CORPORATE SEAL

ATTACHMENT J-C

SMALL BUSINESS SUBCONTRACTING PLAN

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ATTACHMENT J-D

December 15, 2022

HALEU PRODUCT SPECIFICATION

The Government shall require that each seller deliver UF₆ enriched to 19.75- $<$ 20.00% by weight U²³⁵ to the Government. Material feed must conform to the specification as set forth in American Society for Testing and Materials (ASTM) Standard "Uranium Hexafluoride for Enrichment Specification" C787-20 (latest version as of the date of delivery) for commercial uranium prior to enrichment (minor isotopes in the ASTM Standard will not be accepted). No additional chemical or isotopic additions to the material will be accepted after enrichment.

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

K.1 CLAUSES INCORPORATED BY REFERENCE (IBR)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (SEP 2007)
52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)
52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (NOV 2021)
52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS. (FEB 2016)
52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-REPRESENTATION AND CERTIFICATIONS. (JUN 2020)

K.2 CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION. (APR 1985)

(a) The offeror certifies that-

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above [*insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization*];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS). (OCT 2014)

(a) *Definition. Women-owned business concern*, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation. (Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (c)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.)* The offeror represents that it [] is a women-owned business concern.

(End of provision)

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (MAY 2022)

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

(2) The small business size standard is 1000 employees.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition-

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

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

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

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

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

☐ (i) Paragraph (d) applies.

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

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

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

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

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

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

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

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

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

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Contracting Officer check as appropriate.)

☒ (i) 52.204-17, Ownership or Control of Offeror.

☒ (ii) 52.204-20, Predecessor of Offeror.

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

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

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

☐ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (vii) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☒ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

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

(End of provision)

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR. (AUG 2020)

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

Commercial and Government Entity (CAGE) code means-

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

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

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

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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

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

Immediate owner CAGE code: ☐

Immediate owner legal name: ☐ (Do not use a "doing business as" name)]

Is the immediate owner owned or controlled by another entity?: ☐ Yes or ☐ No.

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

Highest-level owner CAGE code: ☐

Highest-level owner legal name: ☐ (Do not use a "doing business as" name)]

(End of provision)

52.204-20 PREDECESSOR OF OFFEROR. (AUG 2020)

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

Commercial and Government Entity (CAGE) code means-

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

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

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it [] is or [] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: [(or mark "Unknown")].

Predecessor legal name: [(Do not use a "doing business as" name)].

(End of provision)

52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION. (NOV 2015)

(a) *Definitions.* *Inverted domestic corporation* and *subsidiary* have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) *Representation.* The Offeror represents that-

(1) It ___ is, ___ is not an inverted domestic corporation; and

(2) It ___ is, ___ is not a subsidiary of an inverted domestic corporation.

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS. (AUG 2020)

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

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

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

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

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

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

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

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

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

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

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

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

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

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

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an

erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

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

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

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

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

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

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

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

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

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in-

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

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

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

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

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

(End of provision)

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW. (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-

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

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

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

(2) It is ___ is not ___ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.215-3 REQUEST FOR INFORMATION OR SOLICITATION FOR PLANNING PURPOSES (OCT 1997)

a) The Government does not intend to award a contract on the basis of this solicitation or to otherwise pay for the information solicited except as an allowable cost under other contracts as provided in subsection [31.205-18](#), Bid and proposal costs, of the Federal Acquisition Regulation.

(b) Although "proposal" and "offeror" are used in this Request for Information, your response will be treated as information only. It shall not be used as a proposal.

(c) This solicitation is issued for the purpose of: *Draft-Request for Proposals and Industry Feedback*.

(End of Provision)

52.215-6 PLACE OF PERFORMANCE. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (*check applicable block*) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance
(street address, city, state, county, zip Code)

Name and address of owner and operator of the plant or facility if other than offeror or respondent

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (SEP 2021)

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

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

Service-disabled veteran-owned small business concern-

(1) Means a small business concern-

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

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

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

Small business concern-

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

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

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is 325180

(2) The small business size standard is 1000 employees.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees if the acquisition-

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

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

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

(c) *Representations.* (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

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

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

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

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

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

_____.) Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

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

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture.

(The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.) Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS. (FEB 2021)

(a) *Definition.*

Forced or indentured child labor means all work or service -

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) *Listed end products.* The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

| Listed end product | Listed countries of origin |
|--------------------|----------------------------|
| [] | [] |
| [] | [] |
| [] | [] |

(c) *Certification.* The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

___ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

___ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

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

The offeror represents that-

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE. (APR 1984)

The offeror represents that (a) it ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or (b) it ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.225-18 PLACE OF MANUFACTURE. (AUG 2018)

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;

- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.232-8

(End of provision)

52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION. (AUG 2009)

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

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means--

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined

in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

Section L - Instructions, Conditions, and Notices to Bidders

L.1 TIME AND DATE PROPOSALS ARE DUE

All proposals are due NO LATER THAN 5:00 p.m. Mountain Standard Time on [TBD].

See provision at FAR 52.215-1 describing treatment of late submissions, modifications and withdrawals of proposals. Hard copies of proposals delivered via U.S. Mail, hand delivered, or facsimile will not be accepted. Proposals must be submitted via FedConnect in accordance with the instructions of this Section L.2.

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

- (a) Offeror. The term “offeror,” as used in this Section L, refers to the single entity submitting the proposal. The offeror may be a single corporation or a “contractor team arrangement” as defined in FAR 9.601, for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. The offeror may be an existing or newly formed business entity for the purposes of competing for any contract resulting from this solicitation. If the offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)
- (b) Availability of the solicitation, amendments, and other documents – electronic media. In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used and will be the sole method for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at: <https://www.fedconnect.net/FedConnect/default.htm>. This electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties will need to maintain continual surveillance of this website to remain abreast of the latest available information (offerors and other interested parties are encouraged to utilize the website’s “Notifications” feature). No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.
- (c) Submission of proposals.
 - 1) The offeror must be registered in FedConnect at <https://www.fedconnect.net/FedConnect/default.htm> . The offeror must also be registered in the System for Award Management (SAM) at <https://www.sam.gov/SAM/> .
 - (2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, Solicitation, Offer and Award, in Section A of this solicitation and other provisions of Section L. Proposals shall only be accepted through FedConnect. It is imperative that the offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than the date specified in L.1 above. Proposals submitted via hardcopy, or email shall not be accepted or considered. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the offeror agrees to comply with all terms and conditions as set

forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its web site.

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

(d) Solicitation instructions and proposal information.

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

(e) Proposal volumes and page limitations.

- (1) The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:
 - (i) Volume I Offer and Other Documents – No page limit.
 - (ii) Volume II, Technical Proposal (see L.9 for page limitations).
 - (iii) Volume III, Price Proposal – No page limit.
- (2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth above, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, blank pages, and cross-reference matrix. Those pages that exceed the limits set forth above will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.
- (3) Except as may be provided elsewhere in the solicitation, Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All cost and pricing information shall be submitted and addressed only in Volume III, Cost Proposal, unless otherwise specified.

(f) Proposal specifications.

- (1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.

- (2) Page numbering. All pages shall be sequentially numbered by volume.
- (3) File format. Files shall be submitted in readable and searchable Microsoft Word, Adobe Acrobat PDF, or Microsoft Excel, as appropriate, in formats compatible with the current version of Microsoft Office 365 software.
- (4) Classified Information. The offeror shall not provide any classified information in response to this solicitation unless specifically required to do so in other parts of this solicitation.

(g) Questions.

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

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

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

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

- (h) False Statements. Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.
- (i) Examination of data. By submission of a proposal, the offeror grants to the Contracting Officer, or an authorized representative of the Contracting Officer, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the Contracting Officer prior to award.
- (j) Commitment of Public Funds. The Contracting Officer is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.
- (k) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: Part I – The Schedule; Part II – Contract Clauses; Part III, Section J – List of Documents, Exhibits and Other Attachments; and Part IV, Section K – Representations, Certifications, and Other Statements of Offerors. These sections will be incorporated into the contract by reference.
- (l) Acceptance Period: The acceptance period entered in Block No. 12 on the Standard Form 33 by the offeror shall not be less than 240 days, which shall apply if no longer period is offered.
- (m) Extraneous, repetitious, or wordy submissions are not desired. Pages should be sequentially numbered with the volume and page numbers and the name of the offeror, the date, and solicitation number on each page. Failure to respond to or follow the instructions regarding the organization and content of the proposal may result in the offeror's proposal being deemed unacceptable.

- (n) Proposals will be evaluated in accordance with applicable FAR and DEAR provisions, using the evaluation criteria set forth in Section M of this RFP.
- (o) These instructions are provided to aid offerors in the preparation of their proposals. These instructions and information contained herein are not evaluation criteria for this RFP.

(End of Provision)

L.3 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address:

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

(End of Provision)

L.4 THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE (IBR)

FAR

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

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

52.207-1 NOTICE OF STANDARD COMPETITION. (MAY 2006)

52.207-6 SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCERNS AND SMALL BUSINESS TEAMING ARRANGEMENTS OR JOINT VENTURES (MULTIPLE-AWARD CONTRACTS) (OCT 2016)

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

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

DEAR

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

952.233-2 SERVICE OF PROTEST.

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

952.233-5 AGENCY PROTEST REVIEW. (SEP 1996)

L.5 CLAUSES INCORPORATED BY FULL TEXT

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

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

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing, "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations*. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for

receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR [52.225-17](#), Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR [15.306\(a\)](#)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of hybrid contract with a firm-fixed-price (FFP) (CLIN 1) and FFP with Economic Price adjustment (CLINs 2-8) line items contract resulting from this solicitation.

(End of provision)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS. (OCT 2022)

(a) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(b) *Waiver of evaluation preference.* A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes.

[] Offeror elects to waive the evaluation preference.

c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of clause)

52.232-28 INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS. (MAR 2000)

(a) The Government invites the offeror to propose terms under which the Government will make performance-based contract financing payments during contract performance. The Government will consider performance-based payment financing terms proposed by the offeror in the evaluation of the offeror's proposal. The Contracting Officer will incorporate the financing terms of the successful offeror and the FAR clause, Performance-Based Payments, at FAR 52.232-32, in any resulting contract.

(b) In the event of any conflict between the terms proposed by the offeror and the terms in the clause at FAR 52.232-32, Performance-Based Payments, the terms of the clause at FAR 52.232-32 shall govern.

(c) The Contracting Officer will not accept the offeror's proposed performance-based payment financing if the financing does not conform to the following limitations:

(1) The Government will make delivery payments only for supplies delivered and accepted, or services rendered and accepted in accordance with the payment terms of this contract.

(2) The terms and conditions of the performance-based payments must -

(i) Comply with FAR 32.1004;

(ii) Be reasonable and consistent with all other technical and cost information included in the offeror's proposal; and

(iii) Their total shall not exceed 90 percent of the contract price if on a whole contract basis, or 90 percent of the delivery item price if on a delivery item basis.

(3) The terms and conditions of the performance-based financing must be in the best interests of the Government.

(d) The offeror's proposal of performance-based payment financing shall include the following:

(1) The proposed contractual language describing the performance-based payments (see FAR 32.1004 for appropriate criteria for establishing performance bases and performance-based finance payment amounts).

(2) A listing of -

(i) The projected performance-based payment dates and the projected payment amounts; and

(ii) The projected delivery date and the projected payment amount.

(3) Information addressing the Contractor's investment in the contract.

(e) Evaluation of the offeror's proposed prices and financing terms will include whether the offeror's proposed performance-based payment events and payment amounts are reasonable and consistent with all other terms and conditions of the offeror's proposal.

(End of provision)

PERFORMANCE-BASED PAYMENTS

Reference Section L.5 52.232-28 (c)(2)(iii) DOE will not accept a performance-based payments proposal that exceeds 50 percent for CLIN 1 and exceeds 10 percent for CLIN 2-8 if proposed.

Reference FAR 32.1002 Offeror shall provide performance-based payments proposal for only accomplishments of defined events for each CLIN if proposed.

Performance-based payments (if proposed) for CLIN 1 are subject to the NEPA limitations discussed in section C.4.1.

52.233-2 SERVICE OF PROTEST. (OCT 2015) (REVISED)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Trevor M. Bluth, bluthtm@id.doe.gov.

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

(c) Another copy of a protest filed with the Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

(End of provision)

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

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

(End of Provision)

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

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

(End of Provision)

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

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

(End of Provision)

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

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

(End of Provision)

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

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

(End of Provision)

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

In order to facilitate the efficiency of the Government's solicitation and award process through advance information on the anticipated number of offers, potential offerors are requested to submit the name, address and telephone number of its firm or organization and any subcontractors to FedConnect.com by [TBD]. If the bid/proposal is to be submitted by a teaming arrangement, the offeror is requested to submit the above information for all members of the proposing team.

(End of Provision)

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

1955 Fremont Ave
MS 1221
Idaho, Falls ID
208-526-3277
bluthtm@id.doe.gov

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

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

U.S. Department of Energy
Assistant General Counsel for Procurement and Financial Assistance (GC-61)
1000 Independence Avenue, S.W.
Washington, DC 20585
Fax: (202) 586-4546

(End of Provision)

DOE-L-2027 NOTICE OF PROTEST FILE AVAILABILITY (OCT 2015)

If a protest of this procurement is filed with the GAO in accordance with 4 CFR part 21, any actual or prospective Offeror may request DOE to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1605 of Public Law 103-355. Such request must be in writing and addressed to the CO for this procurement.

Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of 48 CFR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.)

(End of provision)

DOE-L-2028 AGENCY PROTEST REVIEW (OCT 2015)

Protests to the agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. DOE's agency protest procedures, set forth at 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the Department. The Department encourages potential protestors to discuss their concerns with the CO prior to filing a protest.

(End of Provision)

L.6 OMBUDSMAN

An Ombudsman has been established for this procurement. The role of the Ombudsman is to provide contractors and other interested parties a conduit to address issues of impropriety on the part of Government officials and other concerns not suitable for a more open forum. Offerors may contact the Ombudsman directly at the number below:

Kelly Lemons
Phone: (208) 526-5453
E-mail: lemonskd@id.doe.gov

L.7 PAGE LIMIT RESTRICTIONS

Wherever page limitations are specified, the following restrictions apply:

- (a) Except foldouts, pages shall not exceed 8.5 x 11 inches. Foldouts or pages larger than 8.5 x 11 count as 2 pages. Maximum size for all pages is 11 x 17 inches.
- (b) Each page shall have top, bottom, left, and right margins of at least one inch. Page numbers, any restrictions on offer disclosure, offeror name/logo, proposal volume/section number, and RFP number are the only text that may be displayed in the margins.
- (c) When both sides of a sheet contain printed material, they shall count as two pages.
- (d) Offerors may not incorporate material by reference to circumvent the page limits.
- (e) Tables of content lists of figures, divider tabs, and similar inserts shall not be counted as a page UNLESS they include other text.
- (f) All text within the margins shall have a font size of at least 11 point, shall be single-spaced, and shall use Arial font type. Colors may be used for headings, graphs, tables, and to set out areas of text offerors want to emphasize. Offerors are cautioned to avoid colors that may make the text hard to read. Offerors may choose any font and font size they like for text that may be displayed in the margins.
- (g) Page numbering. All pages shall be sequentially numbered with the volume and page numbers and the name of the offeror, the date, and solicitation number on each page.
- (h) File format. Files submitted shall be readable and searchable using Microsoft® Word®, Excel®, or Adobe® portable document format file (PDF) (must be in a searchable format, not scanned) except the Volume III files.
- (i) Any proprietary software utilized in preparation of proposal information shall be provided along with licenses required to allow operation of the proprietary software. Any files provided in accordance with this section shall be in the native format.
- (j) The files shall not be password protected or contain other security restraints unless access information is provided.
- (k) Classified information. The Offeror shall not provide any classified information in response to this solicitation.

L.8 VOLUME I, OFFER AND OTHER DOCUMENTS INSTRUCTIONS

- (a) Volume I, "Offer and Other Documents," consists of the actual offer to enter into a contract to perform the required work. It also includes required representations and certifications, other statements of the offeror, and any other administrative information. The information included in Volume I will not be rated or point scored, but will be reviewed to determine RFP response requirements are met. Failure to include any or all of the required information may result in the proposal being deemed unacceptable and eliminated from further consideration.
- (b) Volume I, Offer and Other Documents, shall include the following (in the order listed):
 - (1) Cover letter (first page). The cover letter shall include the following:
 - (i) The solicitation number.
 - (ii) The name, address, telephone and facsimile numbers, and electronic addresses of the offeror.
 - (iii) Names, titles, telephone and facsimile numbers, and electronic addresses of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation.

- (iv) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority.
- (v) The names, addresses, telephone and facsimile numbers, and electronic addresses of the individuals in the offeror's organization to be contacted, if necessary, during evaluation of the proposal.
- (vi) The complete formal name and address of the offeror's organization and/or other participants to be used in any resulting contract. Provide Data Universal Numbering System (DUNS) and/or the Unique Entity Identification (UEI) number for each organization.
- (vii) Government agency administration. Government agency(ies) and name of its representative(s) having administrative cognizance over the Offeror or parent company within the meaning of FAR subpart 42.3, Contract Administration Office Functions, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.
- (viii) Subcontractors and other entities. Offerors shall provide the following information:
 - (1) Name, address, and DUNS number for all proposed Teaming Subcontractors as defined in DOE- L-2001, Proposal Preparation Instructions – General, Section (a)(2).
 - (2) If the Offeror is a joint venture, limited liability company, limited liability partnership, or other similar entity (multi-member, shared ownership) provide:
 - (3) Name, address, and DUNS of the parent or member company(ies) of the Offeror - joint venture members, limited liability company members, limited liability partnership members, etc.; and
 - (4) Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after any contract award, that describe the business arrangement between the members, including the identity of the one member/partner who has the majority interest in the Offeror.
- (c) Fully executed Standard Form 33. The person signing the SF 33 must have the authority to commit the Offeror to the terms and conditions of the resulting contract, Sections B - J. By signing and submitting the SF 33 in FedConnect, the Offeror commits to accept the resulting Contract as contained in the solicitation, unless an exception or deviation to the terms and conditions as stated in the solicitation is explicitly stated by the Offeror in accordance with the below subsection (h), Exceptions and Deviations.
- (d) A statement acknowledging receipt of each amendment to this RFP.
- (e) A statement confirming the offeror's acceptance of all terms and conditions of the solicitation and the uniform contract included with the solicitation. Specifically identify if the offeror proposes exceptions to the terms and conditions of the Contract, what these are and where they may be found in the proposal. With regard to Section I, "Contract Clauses," of the RFP, offerors are not to submit the complete language from all of the contract clauses in their proposals.
- (f) A statement which addresses current Organizational Conflict(s) of Interest, if any. Prior to an award, the Contracting Officer (CO) shall make a finding whether any possible Conflict(s) of Interest (COI), or Organizational Conflict(s) of Interest (OCI) exists with respect to the apparent successful offeror or whether there is little or no likelihood that such conflict(s) exists. In making this determination, the CO will consider the representation required by Section K of this solicitation. Additionally, pursuant to FAR 9.504, the CO, prior to award, may take further steps to identify, discover, and/or evaluate whether any COI and/or OCI disclosed can be avoided, neutralized, or mitigated with any one or more offerors as deemed appropriate by the CO. An award will only be made where there is a finding by the CO of no COI and OCI, or where any COI or OCI is found by the CO to exist, each such COI and/or OCI can be appropriately avoided, neutralized, and/or mitigated to the complete satisfaction of the CO, as provided in FAR 9.5, and any other pertinent portions of the FAR.

(g) Representations and certifications.

- (1) If the Offeror has completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8, Annual Representations and Certifications, and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the Offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the Offeror shall submit those changes in accordance with FAR 52.204-8.
- (2) If the Offeror has not completed the annual representations and certifications electronically via the System for Award Management, the Offeror shall complete and provide all of the representations, certifications, and other statements of the Offeror as required in this solicitation's Section K.
- (3) The Offeror shall also complete any additional representations, certifications, or other statements required in this solicitation's Section K, Representations, Certifications, and Other Statements of the Offeror.

(h) Exceptions and deviations.

- (1) Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. The Offeror shall specifically identify and fully explain any proposed exception to or deviation from the terms and conditions of the solicitation.
 - (2) Any proposed exceptions or deviations must identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall also be identified in the other volumes to which the deviation or exception applies, Volumes II and III. Only exceptions or deviations specifically identified in this section, if accepted by the Government, will take precedence over the terms and conditions of the solicitation.
 - (3) Any exceptions or deviations by the Offeror to the terms and conditions stated in the solicitation for the resulting contract will make the offer unacceptable for award without discussions. If an Offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.
- (i) Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill in information in a contract clause, the Offeror shall submit only those pages that require input of information or a signature. Those specific areas are:
- (1) Section B;
 - (i) B.3 DOE-B-2006 Firm-Fixed-Price Contract (Oct 2014)
 - (2) Section F:
 - (i) FAR 52.211-8, Time of Delivery ALT III. (APR 1984)
 - (3) Section H:
 - (i) DOE-H-2017, Responsible Corporate Official and Corporate Board of Directors (Oct 2014)
 - (ii) DOE-H-2052, Representations, Certifications, and Other Statements of the Offeror (Oct 2014)
 - (iii) DOE-H-2058, Designation and Consent of Teaming Subcontracts – Alternate I (Oct 2014) (Revised)

(iv) DOE-H-2070, Key Personnel (Oct 2014)

(v) Signed Performance Guarantee

(4) Section I:

(i) FAR 52.227-23, Rights to Proposal Data (Technical) (Jun 1987)

(ii) FAR 52.209-3, First Article Approval Contractor Testing (SEPT 1989)

(5) Section K

(j) Responsible Corporate Official and Corporate Board of Directors. The Offeror shall provide the State of incorporation as well as name of the responsible corporate official and other information related to the corporate board of directors in accordance with the clause DOE-H-2017 entitled, Responsible Corporate Official and Corporate Board of Directors.

(k) Small business subcontracting plan.

(1) A completed and acceptable Master Small Business Subcontracting Plan is required to be submitted in accordance with the Section I, FAR Clause 52.219-9 entitled, Small Business Subcontracting Plan, Alternate II, and proposal instructions herein. Elements of the Master Subcontracting Plan will be considered for evaluation in source selection as specified in Section M; also, the Subcontracting Plan is a requirement for award to a large business and it will be incorporated into the resultant contract as Section J, Attachment J-C, entitled, Master Small Business Subcontracting Plan.

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

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

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

(l) Equal opportunity compliance.

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

(m) Environmental Considerations Summary.

Offerors shall submit Information as requested in the Environmental Considerations Summary (see Attachment L-C).

(n) Community Benefits Plan (CBP)

The Offeror shall provide a complete CBP in accordance with the instructions listed in Attachment L-D.

L.9 VOLUME II, TECHNICAL PROPOSAL INSTRUCTIONS

- (a) General. The Technical Proposal is the offeror's written response to the criteria in Section M. It is intended to present the offeror's understanding, capabilities, experience, and approach in satisfying the requirements of the SOW and its past performance on similar projects. The Technical Proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures, methods, and program for accomplishing the SOW. Technical Proposals that merely paraphrase the requirements of the Government's SOW or use such phrases as "will comply" or "standard techniques will be employed," may not be given favorable evaluation consideration.
- (b) Content. Volume II, Capabilities and Approach Proposal, shall consist of:
 - (1) Capabilities and Experience
 - (2) Project Approach
 - (3) Past Performance
 - (4) Utilization of Small Business
- (c) Page Limitations. The combined page limit for Volume II is 100 pages. Pages in excess of the 100-page limit will not be evaluated. The following items are excluded from the 100-page limit:
 - (1) Personnel Resumes (Attachment L-A)
 - (2) Offeror Past Performance Reference Information Worksheets (Attachment L- B)
 - (3) Quality Assurance Surveillance Plan
- (d) Additional instructions and information regarding Offeror Key Personnel Resumes and Past Performance Reference Information Worksheets are included under the Criterion Discussions below.
- (e) Criteria Discussion
 - (1) Criterion 1: Capabilities and Experience
 - (i) The Offeror shall provide a discussion demonstrating the relevance of the team's capabilities and experience to the SOW. Include capabilities and experience of Teaming Subcontractors. The Offeror must describe any capabilities and experience that is relevant to the SOW, including:
 - (1) Current uranium production capabilities and experience; identify both domestic, North American and other allies of the United States Government uranium supply chain capabilities and experience;
 - (2) Knowledge, capabilities and experience with each of the following aspects of uranium production: (a) mining and milling; (b) uranium conversion; (c) uranium enrichment; (d) enriched uranium packaging and storage. Identify any experience and existing capabilities for

any of these areas that are specific to uranium enrichments above 5%;

- (3) Existing team and team member experience and capabilities (including workforce, facilities and equipment) necessary to fully execute the SOW;
- (4) Relevant experience and capabilities necessary for obtaining and operating under NRC (or applicable equivalent regulatory structures for experience and capabilities outside of the United States) licenses and certifications for uranium production and storage operations;
- (5) Experience with the design and implementation of uranium production facility upgrades and/or the design, construction and startup of new uranium production capability, including any specific to HALEU;
- (6) Experience and education of the proposed Key Personnel. The Offeror shall provide a discussion demonstrating its key personnel have experience and a performance history in similar work to be assigned under this SOW. The Offeror shall provide a signed resume using the format provided in Section L, Attachment L-A "Personnel Resume Format," for each of its proposed key personnel. Excluding publications, each resume must not exceed three (3) pages in length. DOE will not evaluate any pages exceeding the page limitations. Resumes are excluded from the 100-page limit for Volume II. Offerors are advised that the Government may contact any, none, or all references and other sources and may use any information obtained as part of the evaluation of key personnel.

(2) Criterion 2: Project Approach

The Offeror's proposal must present sufficient information to reflect a thorough understanding of the requirements and provide a detailed description of the Offeror's proposed approach, including the techniques, procedures, methods, and program for accomplishing the SOW. The proposal must describe the Offeror's approach to successfully completing the technical aspects of the work described in the SOW. This must include a description of how the Offeror's specific capabilities and experience will be applied to successfully accomplish the SOW scope on schedule and within budget. The discussion must address the depth and breadth of the resources the Offeror will make available for performance of the SOW. The response to this criterion shall include a Project Management Plan (PMP) that addresses the Offeror's detailed approach for all CLINs described in the SOW. The PMP shall be used as the full response to this criterion and must address all of the elements listed below (except the QASP, as noted). A compliance matrix or other suitable method shall be used to identify the map between all elements of Criterion 2 to where it is addressed in the Offeror's PMP. The QASP shall be provided as a separate part of the response to this criterion. The QASP is not included in the Technical Proposal page count and has no page limitations. The PMP and QASP will be incorporated in Section J of the contract at award.

- i) The Offeror shall provide a detailed description of the proposed approach to accomplishing all work required by the SOW. Each CLIN shall be addressed individually in the narrative, work breakdown structure and in the supporting schedule. The Offeror shall provide a description of its plan for accomplishing the work described in the SOW within cost and on schedule. This shall include a discussion of the depth and breadth of the resources the Offeror will make available for performance of the SOW.
- (1) The proposed approach will successfully establish the necessary HALEU production capabilities to support the US domestic uranium supply chain in accordance with Section 2001 of the Energy Act of 2020 (a)(2)(D)(v), Include a discussion of all elements of the supply chain, from mining

through UF6 storage and preparation for transportation, and identify any instances where foreign sources or services are planned and the basis for that approach. Uranium enrichment and storage must be in the continental U.S. Since one objective of this solicitation is uranium supply chain enhancement, (see Section M).

- (2) Describe how the implementation of the proposed approach for this HALEU production will be accomplished without negatively impacting the existing baseline uranium production capacity currently supplying the U.S. nuclear industry.
- (3) The Offeror shall describe the overall organization and structure which will provide the capability to effectively manage, implement, and execute the SOW. The Offeror shall describe the role that is proposed to be performed by each member of the offeror team and the roles of key personnel. Specific cross references shall be made between the applicable sections and activities required for performance of the SOW, the role to be performed by each team member in accomplishing SOW requirements, and the relevant qualifications of that entity for the assigned role. All information provided by the Offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each team member (Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and Teaming Subcontractors) under the Offeror's proposed approach.
- (4) Describe the Offeror's approach to obtain the necessary resources to complete all work identified by the SOW on schedule.
- (5) Provide an overall project schedule identifying the detailed activities, along with major activities for which performance-based payments would be appropriate, necessary for accomplishing the SOW. This detailed schedule shall include the identification and timing of all such activities and performance-based payments (if proposed). Discuss how the Offeror's schedule will achieve the start and completion of HALEU production.
- (6) CLIN 1, as described in C.4, includes producing and submitting applications for permits licenses, license modifications, etc. Describe the Offeror's approach to these tasks that will result in submitting the necessary applications for NRC licenses and certifications and regulatory permits during CLIN 1 performance. For any operations planned in foreign countries, describe the approach to requesting those equivalent approvals, certifications and permits under the applicable regulations and authorities. Explain how the proposed approach will support the base production period under the CLIN 2-8 options.
- (7) Describe the Offeror's planned approach to the HALEU production under option CLINs 2-8. Describe any approaches employed, as well as tradeoffs considered, in order to achieve production and storage optimization and efficiency. Address the option CLINs 2-8 production schedule in terms of both quantities produced and storage. The quantities shall also be addressed in Volume III (see L.10), along with their unit price, for the option CLINs 2-8 production period.
- (8) Include a discussion of the capability to handle and load HALEU product for shipping from the storage facility when required during the production phase.
- (9) This criterion requires the delivery of an overall Project Management Plan that describes in detail the methods the Offeror will employ to expand the supply chain capabilities for mining, conversion, and enrichment that can meet the objectives of this RFP. In addition to the criterion elements listed above, the Offeror's Project Management Plan shall include:
 - a. A detailed analysis of the current uranium supply chain, its limitations applicable to

HALEU production, and proposed solutions.

- b. A description of the Offeror's proposed approach to accomplish the goals of the Department along with a detailed work breakdown structure for each CLIN.
- c. A description of significant risks (including regulatory) to the effort and any potential mitigation steps that may be taken.
- d. The Offeror's schedule must be a detailed and logic tied schedule of all activities for all CLINs in .PDF format.

(10) Quality Assurance Surveillance Plan.

The offeror shall provide a written Quality Assurance Surveillance Plan (QASP) identifying how its management will monitor performance to ensure services performed are in compliance with the contract requirements. The QASP shall be applicable to all subcontractors and members of the offeror's team. The QASP shall describe how this plan will align with the statement of work and the contractor's proposed approach to accomplish it. The proposed Quality Assurance Surveillance Plan will establish performance requirements for the contract (see FAR 37.604). (Note: This does not include specific quality assurance requirements defined by the NRC.). The plan should specify --

Standard(s) for successful performance (must be measurable), along with maximum allowable degree of deviation from requirement(s);

- a. All work requiring surveillance by the Government, and
- b. The recommended method of Government surveillance.

Criterion 3: Past Performance:

- (i) Provide past performance information that demonstrates the Offeror's successful performance of past projects that are relevant within the past five (5) years to the type of work called for in the SOW. The projects listed may include those entered into with Federal, state, and local governments and commercial businesses for efforts similar to the requirements set forth in the SOW for this solicitation.

Use Attachment L-B - *Offeror Past Performance Reference Information Worksheet*, in providing this information for at least two, but not more than four prior projects for the prime, as well as at least two but not more than four prior projects for each teaming subcontractor (the Offeror's other subcontractor(s), not meeting the Teaming Subcontractor definition of FAR 9.601(1), shall not submit past performance information and any submitted information will not be evaluated). For the projects listed, indicate whether the Offeror/team member/subcontractor served as the prime contractor or as a subcontractor or team member. There is a four-page limit for each Worksheet.

Include information with respect to product/service delivery, quality, cost, schedule, safety, regulatory compliance, and achievement of small business subcontracting goals (including for achievement of small disadvantaged business goals).

Include information on problems encountered on the identified contracts and the offeror's corrective actions. Also include information on how you provided acceptable customer service, properly managed subcontract efforts, and demonstrated ability to identify/isolate root causes of problems and successfully resolve those causes.

Offerors must ensure that accurate contract numbers, points of contact and phone/facsimile number information for each reference are provided. DOE reserves the right to contact one, some, or all of the references provided and to contact other sources in evaluating past performance of the offeror.

- (ii) Newly formed entities. If the Offeror is a newly formed entity with no record of past performance, the Offeror shall provide past performance information for its member organization(s). The Offeror, whether or not they are a newly formed entity, may provide past performance information for its parent organization(s), member organizations in a joint venture, LLC, or other similar or affiliated companies, provided the Offeror's proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. Meaningful involvement means the parent, member, or affiliate will provide material supplies, equipment, personnel, or other tangible assets to contract performance; or how the common parent will utilize the expertise, best practices, lessons learned, or similar resources from the affiliate to affect the performance of the Offeror. If a common parent company is used to establish the nexus between the Offeror and an affiliated company, the Offeror must demonstrate how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company.
 - (iii) The Offeror or Teaming Subcontractors may also provide past performance information on predecessor companies that existed prior to any mergers or acquisitions, where the Offeror's proposal demonstrates such performance reasonably can be predictive of the Offeror's performance.
 - (iv) Other Performance information. As a separate appendix to the information on Attachment L-B - *Offeror Past Performance Reference Information Worksheet*, for the referenced contracts, the Offeror shall identify Occupational Safety and Health Administration (OSHA) safety statistics (e.g., Days Away, Restricted, or Transferred (DART) cases and Total Recordable Cases (TRC)), as well as any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website (<https://energy.gov/ea/information-center/enforcement-infocenter>) and any corrective actions taken to resolve those problems. Positive and negative performance related to other regulatory compliance (permits, licenses, etc.) shall be provided where such exists. This separate appendix to Attachment L-B does not count towards the 4-page limit of the Attachment.
 - (v) Include a separate listing of any contracts of the Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), and/or Teaming Subcontractors that were terminated for default, including the reasons therefore, within the past five (5) years from the original solicitation issuance date. This listing of terminated contracts is not limited to only those contracts contained in Past Performance Reference Information Forms. If there are no terminated contracts for default to report, so state along with a note indicating that there are no terminated contracts within the time period specified in the solicitation. This listing is not included in the 4-page limit above.
- (3) Criterion 4: Utilization of Small Business
- Small Business Utilization (if Offeror is a large business): A completed and acceptable Small Business Plan is required to be submitted in accordance with the Section I Clause, "FAR 52.219-9, Small business Subcontracting Plan," and proposal instructions herein. This plan will become part of the contract as a Section J Attachment.

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

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

The Offeror's plan shall address all of the elements identified in FAR 52.219-9(d). The Offeror shall establish goals that afford small businesses with the maximum practicable opportunity to participate in contract performance consistent with efficient performance.

DOE has established the following small business subcontracting goals:

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

Each Offeror is strongly encouraged to consider this information in establishing goals under its proposed Small Business Subcontracting Plan.

The small business subcontracting plan is evaluated for acceptability as a matter of responsibility, except as described under Section M.

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

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

L.10 VOLUME III, PRICE PROPOSAL INSTRUCTIONS

Criterion 5: Price. The following instructions shall be followed for the preparation of the price proposal.

DOE-L-2012 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME III - COST OR PRICE PROPOSAL, CERTIFIED COST OR PRICING DATA NOT REQUIRED (OCT 2015)

(a) General. The offeror shall prepare its price proposal in accordance with the instructions contained in this provision. The offeror's proposal contains the offeror's price to perform the work set forth in the statement of work; therefore, it must be current, accurate, complete and well documented. The price proposal will be evaluated to determine if the offeror's proposed costs/prices are reasonable, realistic,

and reflect a clear understanding of the solicitation requirements. Price information is not to be included in other proposal volumes, unless specifically requested in the solicitation.

(b) Requirement for pricing data. In accordance with FAR 15.403-1, Prohibition on Obtaining Certified Cost or Pricing Data, and FAR 15.403-3, Requiring Data Other Than Certified Cost or Pricing Data, certified cost or pricing data are not required of offerors responding to this solicitation. Offerors are required to submit data and information that is adequate for the Contracting Officer to evaluate the reasonableness of the price, and to determine whether the offeror has a clear understanding of the solicitation requirements. If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine whether the price is reasonable and realistic, and none of the exceptions set forth in FAR 15.403-1, Prohibition on Obtaining Certified Cost or Pricing Data, apply, the Contracting Officer may require the offeror to submit certified cost or pricing data.

(c) Submission format. Offeror shall complete the table in Section B.3.

(d) Proposal accuracy. The price proposal must be mathematically correct and structured in a logical manner. Price totals on supporting schedules and exhibits must track to and agree with summary price totals and the amounts shown on the proposal cover sheet. The offeror shall round off all final monetary extensions to the nearest whole dollar. All labor rates shall be rounded to the nearest penny.

(e) Narrative support. The offeror, each team member, and subcontractors shall provide narrative support sufficient to explain the development of prices proposed; the rationale and basis for the data provided; and the basis for the reasonableness of the proposed prices. The narrative shall describe the offeror's standard estimating system, the estimating methodologies used, and any conditional assumptions. Conditional assumptions must be sufficiently explained to permit evaluation of the prices proposed. Offerors shall consult FAR 15.404-1, Proposal Analysis Techniques, for guidance as to the type of information and supporting data that shall be submitted by the offeror to support the reasonableness of the proposed prices.

(f) Price reasonableness and realism. Proposals shall be sufficiently detailed in order to demonstrate their reasonableness. The burden of proof for substantiating the reasonableness and credibility of proposed prices rests with the offeror. FAR Part 31 Contract Cost Principles and Procedures, is the basis for determining allowability and allocability of costs. Submission by the offeror of unrealistically low or high proposed prices, initially or subsequent to proposal submission, may adversely affect the evaluation of the proposal. (See DOE-L-2001, Proposal Preparation Instructions - General)

(g) Proposal modifications and revisions. Any modification or revision to the price proposal, as defined and allowed in accordance with the provision at FAR 52.215-1, Instructions to Offerors - Competitive Acquisitions, shall clearly indicate the price impact of the modification to the same level of detail shown in the original proposal. Once the prospective contractor has been selected, the prices submitted with its proposal shall not be subject to change.

(h) Contract period of performance. For pricing purposes, the offeror shall assume that contract performance will start on August 1, 2023. The period of performance is set forth in Section F, Deliveries or Performance.

(i) File format. The offeror must submit price proposal data using Microsoft Excel in formats compatible with the current version of the software and consistent with any attachments to these instructions. The

offeror shall not provide spreadsheets using any other programs where formulas cannot be viewed. The offeror must provide supporting narrative consistent with the file format requirements as set forth in the provision DOE-L-2001, Proposal Preparation Instructions - General.

(End of Provision)

L.11 NOTICE OF LABOR PROVISIONS

The offeror should note that this solicitation includes in the proposed contract clauses requiring the listing of employment openings with the local office of the Federal-State employment service system over certain dollar thresholds. (See clauses "Equal Opportunity for Veterans" (FAR 52.222-35) and "Equal Opportunity for Workers with Disabilities" (FAR 52.222-36).

L.12 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this solicitation will contain Section B through J. Blank areas appearing in these sections, indicated by "(To Be Determined or TBD)" will be completed prior to contract signing.

L.13 DOE ISSUING OFFICE

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

L.14 RESPONSIBLE PROSPECTIVE CONTRACTORS

The general and additional minimum standards for responsible prospective contractors set forth at 48 CFR Part 9.1 and 48 CFR Part 909.104-70 apply.

DOE may conduct pre-award surveys in accordance with FAR 9.106 and may solicit from available sources, any relevant information concerning the offeror's record of past performance, and DOE may use such information in making determinations of prospective contractor responsibility.

L.15 INFORMATION ABOUT AWARD

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

L.16 DISPOSITION OF PROPOSALS

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

L.17 DISPOSITION OF SOLICITATION DOCUMENTS

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

L.18 AMENDMENT OF THE SOLICITATION

The only method by which any term of the RFP may be modified is by an express, written formal amendment to the solicitation generated by the Contracting Officer. No other communication made at any scheduled conference or subsequent discussions, whether oral or in writing will modify or supersede the terms of the RFP.

L.19 COMMITMENT OF PUBLIC FUNDS

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

L.20 INTENTION TO PROPOSE

In order to facilitate the efficiency of the Government's solicitation and award process through advance information on the anticipated number of Offerors, potential Offerors are requested to submit the name, address, and telephone number of its firm or organization and any subcontractors to fryards@id.doe.gov not later than 20 calendar days follow release of the solicitation. If the bid/proposal is to be submitted by a teaming arrangement, the Offeror is requested to submit the above information for all members of the proposing team.

L.21 PRE-PROPOSAL CONFERENCE

DOE does not intend to conduct a Pre-proposal Conference for this solicitation.

L.22 ATTACHMENTS TO SECTION L

| Attachment Number | Title | Date |
|--------------------------|--|-------------|
| L-A | Personnel Resume Format | TBD |
| L-B | Offeror Past Performance Reference Information Worksheet | TBD |
| L-C | Environmental Checklist | TBD |
| L-D | Community Benefits Plan Instructions | TBD |

ATTACHMENT L-A

PERSONNEL RESUME FORMAT

NAME AND ADDRESS:

SOLICITATION NUMBER:

COUNTRY OF CITIZENSHIP:

PROPOSED POSITION ON CONTRACT:

DUTIES AND RESPONSIBILITIES IN PROPOSED POSITION:

RELEVANT EXPERIENCE:

Identify employers, position titles, dates of employment, specific duties and responsibilities. Address specific information on the qualifications, experience, and demonstrated performance relevant to the proposed position and the solicitation scope of work, including individual leadership qualities.

EDUCATION:

Identify institution, degree earned, dates.

PROFESSIONAL DEVELOPMENT AND ACHIEVEMENTS:

Identify professional memberships, special training, professional registrations, certifications, etc.

REFERENCES:

Name, title, company/organization, address, and phone number.

RELEVANT PUBLICATIONS:

SIGNATURE AND DATE

ATTACHMENT L-B

PAST-PERFORMANCE REFERENCE INFORMATION WORKSHEET

| | |
|---|---|
| 1. Complete name of Contractor, address, and role in contract; also, customer work done for, e.g., Government agency, commercial firm, or other organization | |
| 2. Complete address | |
| 3. Contract number or other reference and type | 4. Date of contract |
| 5. Date work commenced | 6. Date work was completed or scheduled to be completed |
| 7. Contract Type and Contract Value | 8. Final amount invoiced or amount invoiced to date |
| 9a. Technical point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address) | 9b. Contracting point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address) |
| 9c. Environmental Regulator Identification, including point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address) | 10. Consultants and partners/subcontractors used (names, addresses, and phone numbers) |
| 11. Project/Contract Title | |
| 12. Description of contract work (Describe nature and scope, as well as principle place of performance) | |

13. Current Status of Contract (choose one)

- ☐ **Work Continuing, On Schedule**
- ☐ **Work Continuing, Behind Schedule**
- ☐ **Work Completed, No further Action Pending or Underway**
- ☐ **Work Completed, Routine Administrative Action Pending or Underway**
- ☐ **Work Completed, Litigation Pending or Underway**
- ☐ **Terminated for Convenience**
- ☐ **Terminated for Default**
- ☐ **Other (explain):**

Attach additional sheet if necessary (one additional sheet maximum)

ATTACHMENT L-C

ENVIRONMENTAL CONSIDERATIONS SUMMARY

While not all information may be available at the proposal stage, please provide as much detail and information as is available. Consultation with experts or advisors in your organization to assist with your responses is highly recommended. If there is documentation to support responses to any of the items below, please attach it to your response. Your responses will assist DOE in preparing the appropriate NEPA documents (i.e. environmental impact statement and NEPA documents for interim actions), whether directly or as a participating or cooperating agency, as appropriate.

1. Please provide a general description of the proposed project area(s) and facilities, including all elements of the supply chain, from mining through UF6 storage and preparation for transportation. In particular, please describe whether the project would leverage existing facilities/infrastructure and/or would require that new facilities/infrastructure be constructed.
2. Please provide a map showing proposed project locations including the geographic coordinates of the location(s) and a site layout map showing project facilities and associated infrastructure.
3. Is there ongoing or anticipated federal involvement in any aspect of this project (*e.g., funding permitting, technical assistance, project located on federally administered land*)? If “yes,” please list the agency and describe the nature of the involvement.
4. Would any of the following have the potential to be impacted (directly or indirectly) by the proposed project? If “yes,” provide a detailed description of: (1) the resources that could be affected, and (2) how project activities may affect those resources (*including potential direct, indirect, and cumulative [visual, noise, etc.] impacts*).
 - i. Tribal lands or resources of Tribal interest and/or sensitivity.
 - ii. Populations or communities with Environmental Justice (EJ) concerns (Such populations *may include minority, low-income, and/or Tribal or indigenous populations or other communities with environmental justice concerns, as well as disadvantaged communities.*
 - iii. Historic, archeological, or cultural resources (*includes listed and eligible resources or of cultural significance*)
 - iv. Areas having a special designation (*e.g., federal and state designated wilderness areas, national, parks, national natural landmarks, wild and scenic rivers, state and federal wildlife refuges, and marine sanctuaries*)
 - v. Threatened or endangered species (*whether proposed or listed by state or Federal governments*), including their habitat
 - vi. Land resources (*e.g. prime farmland, unique farmland, or other farmland of statewide or local importance, tundra, rainforests*)
 - vii. Floodplains (indicate what method was used to identify the floodplain)
 - viii. Wetlands
 - ix. Air quality (*indoor and/or outdoor*), to include greenhouse gas emissions as well as other air pollutants (such as criteria pollutants or hazardous air pollutants)
 - x. Water quality (*surface and/or ground water and/or special sources of water including sole source aquifers*)
 - xi. Human health
 - xii. Ocean resources (*e.g., coral reefs*)

- xiii. Coastal zones
 - xiv. Marine mammals or essential fish habitat
 - xv. Land use
 - xvi. Socioeconomic conditions
 - xvii. Sensitive receptors (*e.g. hospitals, schools, daycare facilities, elderly housing, multi-family residences or apartment buildings*)
 - xviii. Navigable airspace
 - xix. Transportation infrastructure
 - xx. Energy requirements and potential sources of electricity and fuels
5. Please describe any studies, reviews, and/or plans that have been completed for the proposed project (*e.g., environmental site assessments, waste management plans, health and safety plans, cultural resource surveys, identification of prime or unique farmland, wildlife surveys, etc.*)
 6. Please describe any coordination or discussions that have been initiated or the plan to coordinate with state and/or federal agencies (*e.g., State Historic Preservation Office, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, Nuclear Regulatory Commission, Environmental Protection Agency, etc.*)
 7. Please describe any consultation, coordination or discussions that have been initiated with any Tribal governments.
 8. Please describe any environmental considerations and/or mitigation strategies that have been incorporated into the proposed project (*e.g., measures to protect or reduce impacts to cultural resources, historic properties, state or federally protected species, wetlands, floodplains, and/or minimize pollution, traffic, and noise, etc.*).

ATTACHMENT L-D

Community Benefits Plan Instructions

The Community Benefits Plan: Job Quality and Equity (Community Benefits Plan or Plan) shall set forth the Offeror's approach to the following four goals: 1) community and labor engagement; 2) investing in the American workforce 3) advancing diversity, equity, inclusion, and accessibility (DEIA); and 4) contributing to the Justice40 Initiative. The below sections set forth the Plan requirements for each of the foregoing goals.

The Community Benefits Plan shall not exceed twelve pages.

1. **Community and Labor Engagement:** The Community Benefits Plan must describe the Offeror's actions to date and future plans to engage with Tribal governments and community stakeholders – such as labor unions, local governments, and community-based organizations that support or work with underserved communities, including Disadvantaged Communities as defined for purposes of the Justice40 Initiative and as identified by the Climate and Economic Justice Screening Tool. Offerors may also provide Community and Labor Partnership Documentation from representative organizations reflecting substantive engagement and feedback on Offeror's approach to community benefits including the American workforce; diversity, equity, inclusion, and accessibility (DEIA); and the Justice40 Initiative detailed below.
2. **Investing in the American Workforce:** A well-qualified, skilled, and trained workforce is necessary to ensure project stability, continuity, and success, and to meet program goals. The quality of jobs is critical to attracting and retaining the qualified workforce required. The Plan must describe the Offeror's approach to investing in workforce education and training of both new and incumbent workers and ensuring jobs are of sufficient quality to attract and retain skilled workers in the industry. Specific components of the Plan should include:
 - a. A summary of the Offeror's plan to attract, train, and retain a skilled and well-qualified workforce for both construction and ongoing operations/production activities. A collective bargaining agreement, project labor agreement, labor-management partnership, or other similar agreement would provide evidence of such a plan. Alternatively, Offerors may describe:
 - i. wages, benefits, and other worker supports to be provided benchmarking against prevailing wages for construction and local median wages for other occupations;
 - ii. commitments to invest in workforce education and training, including measures to reduce attrition, increase productivity from a committed and engaged workforce, and support the development of a resilient, skilled, and stable workforce for the project; and
 - iii. efforts to engage employees in the design and execution of workplace safety and health plans.
 - b. A description of employees' ability to organize, bargain collectively, and participate, through labor organizations of their choosing, in decisions that affect them contributes to the effective conduct of business and facilitates amicable settlements of any potential disputes between employees and employers, providing assurances of project efficiency, continuity, and multiple public benefits. In the description, explain whether workers can

form and join unions of their choosing, and how they will have the opportunity to organize with the purposes of exercising collective voice in the workplace.

- c. Evidence that demonstrates the Offeror is a responsible employer, including but not limited to, disclosures of labor or wage law violations in the last two years and remedies undertaken to avoid future violations.
3. DEIA: The Community Benefits Plan must include a section describing how DEIA objectives will be incorporated into the project. The section should detail how the Offeror will partner with underrepresented businesses, educational institutions, and training organizations that serve workers who face barriers to accessing quality jobs, and/or other project partners to help address DEIA.

The following is a non-exhaustive list of potential DEIA actions that could be included in a Plan. This list is offered to provide guidance to Offerors and is not intended to be comprehensive or mandatory (for purposes of the CBP, entities shall self-identify for categories not listed in SAM.gov; for example, Minority Business Enterprises and Minority Owned Businesses).

- a. Commitment to partner with Minority Business Enterprises, Minority Owned Businesses, Woman Owned Businesses, and Veteran Owned Businesses for contractor support needs;
 - b. To fill open positions for the DOE-funded project, partner with workforce training organizations serving under-represented communities and those facing systemic barriers to quality employment such as those with disabilities, returning citizens, opportunity youth, and veterans;
4. Justice40 Initiative: Offerors must provide an overview of benefits to disadvantaged communities that the project can deliver, supported by measurable milestones. Specifically, the Justice40 Initiative section must include:
 - a. Identification of applicable Disadvantaged Communities to which the anticipated project benefits will flow. Offerors should use version 1.0 of the Climate and Economic Justice Screening Tool ([CEJST](#)) to identify geographically defined Disadvantaged Communities for any covered programs under the Justice40 Initiative and for programs where a statute directs resources to disadvantaged communities, to the maximum extent possible and permitted by law.
 - b. Identification of applicable benefits that are quantifiable, measurable, and trackable, including, at a minimum, a discussion of the relevance of each of the eight DOE Justice40 Initiative benefits outlined below.
 - i. Benefits include (but are not limited to) measurable direct or indirect investments or positive project outcomes that achieve or contribute to the following in disadvantaged communities: (1) a decrease in energy burden; (2) a decrease in environmental exposure and burdens; (3) an increase in access to low-cost capital; (4) an increase in job creation, the clean energy job pipeline, and job training for individuals; (5) increases in clean energy enterprise creation and contracting; (6) increases in energy democracy, including community ownership; (7) increased parity in clean energy technology access and adoption; and (8) an increase in energy resilience. In addition, Offerors should also discuss how the project will maximize all of the benefits listed in 4. Justice40 Initiative.
 - ii. A description of how and when anticipated benefits are expected to flow to disadvantaged communities. For example, will the benefits be provided directly within disadvantaged communities identified in the Justice40 Initiative section, or

are the benefits expected to flow in another way? Further, will the benefits flow during project development or after project completion, and how will Offeror track benefits delivered?

- iii. A discussion of anticipated negative and cumulative environmental impacts on disadvantaged communities. Are there anticipated negative or positive environmental impacts associated with the project, and how will the Offeror mitigate any negative impacts? Within the context of cumulative impacts created by the project, Offerors should use the CEJST tool to quantitatively discuss existing environmental impacts in the project area. See [CESJT](#)

Section M - Evaluation Factors for Award

M.1 DOE-M-2001 Proposal Evaluation – General – Alternate III (Feb 2019)

(a) Conduct of acquisition.

- (1) The negotiation of this acquisition will be conducted pursuant to the Federal Acquisition Regulation (FAR), Part 15 entitled, *Contracting by Negotiation*; Department of Energy Acquisition Regulation (DEAR), Part 915 entitled, *Contracting by Negotiation*; and the provisions of this solicitation.
- (2) DOE has established a Source Evaluation Board (SEB) to evaluate the proposals submitted by Offerors in response to this solicitation. Proposal evaluation is an assessment of the proposal and the Offeror's ability to perform the prospective contract successfully. Proposals will be evaluated solely on the evaluation factors specified in this Section M to determine the Offeror's ability to perform the contract.
- (3) The designated Source Selection Official (SSO) will select an Offeror for contract award whose proposal represents the best value to the Government. The SSO's decision will be based on a comparative assessment of proposals against all evaluation factors in the solicitation. The SSO may reject all proposals received in response to this solicitation if doing so is in the best interest of the Government.

(b) Deficiency in proposal

- (1) A deficiency, as defined at FAR 15.001 entitled, *Definitions*, is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. No award will be made to an Offeror whose proposal is determined to be deficient.
- (2) A proposal will be eliminated from further consideration before completing the Government's evaluation if the proposal is so deficient as to be unacceptable on its face. Deficiencies may include any exceptions or deviations to the terms of the solicitation. A proposal will be deemed unacceptable if it does not represent a reasonable effort to address itself to the material requirements of the solicitation, or if it does not substantially and materially comply with the proposal preparation instructions of this solicitation. Cursory responses or responses which merely repeat or reformulate the RFP Statement of Work (SOW) may not be given a favorable evaluation. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.
- (3) A contract cannot be awarded to a fully evaluated proposal that contains one or more deficiencies.

- (c) Responsibility. In accordance with FAR Subpart 9.1, *Responsible Prospective Contractors*, and DEAR Subpart 909.1 entitled, *Responsible Prospective Contractors*, the Contracting Officer (CO) is required to make an affirmative determination of whether a prospective contractor is responsible. The CO may, if necessary, conduct a pre-award survey of the prospective contractor as part of the CO's considerations in determining responsibility. In the absence of information clearly indicating that the otherwise successful Offeror is responsible, the CO will make a determination of non-responsibility and no award will be made to that Offeror, unless, the apparent successful Offeror is a small business and the Small Business Administration issues a Certificate of Competency in accordance with FAR Subpart 19.6 entitled, *Certificates of Competency and Determinations of Responsibility*.

- (d) Award without discussions. In accordance with paragraph (f)(4) of the provision at FAR 52.215-1, *Instructions to Offerors – Competitive Acquisition*, the Government intends to evaluate proposals and award

a contract without conducting discussions with Offerors. Therefore, the Offeror's initial proposal must contain the Offeror's best terms from a cost or price and technical standpoint. The Government, however, reserves the right to conduct discussions if the CO determines them to be necessary and may limit the competitive range for purposes of efficiency.

- (e) Organizational conflicts of interest. The Offeror is required by the Section K provision entitled, *Organizational Conflicts of Interest Disclosure*, to provide a statement of any past, present, or currently planned interests related to the performance of the work and a statement that an actual or potential conflict of interest or unfair competitive advantage does or does not exist in connection with the contract resulting from the solicitation.
- (f) Except where otherwise noted in the criteria that follows, the term "Offeror" means the entity named in Section 15A of Standard Form 33 and all identified teaming members, partners and subcontractors included in the proposal (collectively called "teaming members").
- (g) (End of provision)

M.2 EVALUATION

Technical proposals will be evaluated against the factors described under Criteria 1 through 4. The technical proposal evaluation will result in the assignment of strengths, weaknesses and deficiencies for each criterion. For each Offeror's technical proposal, an adjectival rating will be assigned based on the technical proposal evaluation and resulting strengths, weaknesses and deficiencies assigned for that criterion.

Price proposals will be evaluated as described under Criterion 5. These price proposals will not be assigned strengths, weaknesses or deficiencies, or receive an adjectival rating, but instead will be evaluated as described in Criterion 5 below.

INITIAL REVIEW

Prior to a comprehensive evaluation, the Government will perform an initial review of each proposal to determine that: (1) the Offeror has submitted the information required by this RFP; and (2) the proposal meets other pertinent terms of the RFP (e.g., the Offeror has not taken exception to a mandatory RFP requirement). Proposals that fail to pass this initial review may be eliminated from further consideration. Also, a proposal may be eliminated from further consideration if it is determined to be so grossly and obviously deficient as to be totally unacceptable on its face.

EVALUATION FACTORS

Criterion 1 – Capabilities and Experience

DOE will evaluate the depth and breadth of the Offeror's capability and experience to successfully complete the HALEU production objectives as described in the SOW, including evaluating the:

- (1) Extent of current uranium production capabilities and experience; identify both domestic and non-domestic uranium supply chain capabilities and experience; (Note: Supply Chain capabilities which implement the following order of preference; Domestic, North America and other allies of the United States Government will receive a more favorable evaluation.)

- (2) Extent of knowledge, capabilities, and experience with each of the following aspects of uranium production: (a) mining and milling; (b) uranium conversion; (c) uranium enrichment; (d) enriched uranium packaging and storage. Identify any experience and existing capabilities for any of these areas that are specific to uranium enrichments above 5%;
- (3) Relevance of team and team member experience and capabilities (including workforce, equipment, and facilities) necessary to fully execute the SOW;
- (4) Extent and breadth of experience and capabilities necessary for obtaining and operating under NRC licenses and certifications for uranium production and storage operations (or applicable equivalent regulatory structures for experience and capabilities outside of the United States);
- (5) Extent and breadth of experience with the design and implementation of uranium production facility upgrades and/or the design, construction and startup of new uranium production capability, including any specific to HALEU;
- (6) Relevance and breadth of the education and experience of the proposed Key Personnel and their suitability for performing the work under this SOW.

Criterion 2 – Project Approach

DOE will evaluate the Offeror's Technical Proposal describing the proposed approach to successfully completing the work specified in the SOW, including the:

- (1) Clarity, completeness, and realism of the approach that will successfully establish the necessary HALEU production capabilities to support the supply chain in the United States; (Note: Planned approaches which implement the following order of preference; Domestic, North America and other allies of the United States Government. will receive a more favorable evaluation.)
- (2) Realism of the approach to the HALEU production to meet this SOW without negatively impacting the existing baseline uranium production currently supplying the U.S. nuclear industry;
- (3) Clarity, completeness, and realism of the proposed organizational structure and resource assignments, rationale for selecting team members and the assignment of specific uranium supply chain roles and responsibilities, and the extent of the commitment of these resources to the Project;
- (4) Realism of the proposed approach for timely obtaining all necessary resources to complete the work identified in the SOW on schedule;
- (5) Clarity and realism of the overall project schedule. For any operations planned in foreign countries, DOE will evaluate the clarity and realism of the approach;
- (6) Clarity and realism to the proposed approach for CLIN 1 permit applications, license applications, license modifications, etc. For any operations planned in foreign countries, DOE will evaluate the clarity and realism of the approach:

- (7) Clarity and realism to the proposed approach for the HALEU production under CLINs 2-8:
- (8) Clarity and realism to the proposed capabilities and approach to handle and load HALEU product for shipping from the storage facility when required during the production phase.
- (9) Clarity, completeness and realism of the Offeror's proposed PMP.

Criterion 3 – Past Performance

Past performance reflects how well an Offeror and its proposed team members did under relevant projects that are currently being performed or relevant projects that were previously performed within the last five (5) years from the original solicitation issuance date (including any relevant projects under contracts terminated prior to project completion).

DOE will evaluate the currency and quality of past performance on projects, including:

- (1) Technical, schedule and cost performance;
- (2) Safety, environmental and regulatory compliance;
- (3) Corrective actions taken during project performance; and
- (4) Integrity and business ethics.
- (5) Achieving small business utilization goals.

Relevant projects are projects performed by the Offeror or team members that are similar in size, scope, complexity and work activities when compared to the project activities that will be performed under this contract. Similar scope, size, and complexity are defined as follows:

Scope – Such as mining, conversion, enrichment and storage of UF₆;

Size – Such as contracts exceeding \$20M and/or over 5 years in duration;

Complexity performance challenges and risk -

The higher the degree of relevance of the work, the greater the consideration that may be given to the project.

In addition to past performance information submitted to DOE by Past Performance References, DOE may also consider past performance information from other sources such as commercial and government clients, government records, regulatory agencies, and government databases such as the Government's Contractor Performance Assessment Reporting System (CPARS). The Government may contact some or all of the references provided.

DOE may include in its evaluation the past performance of parent or predecessor companies of the Offeror and its team members when such performance is relevant to the work that will be performed under this contract.

If an Offeror and its team members do not have a record of relevant past performance or relevant past performance information is not available, the Offeror will not be evaluated favorably or unfavorably on past performance.

Criterion 4 – Small Business Utilization

DOE will evaluate the Offeror's approach to meet or exceed the small business subcontracting requirement of 50% of the total contract value, including subcontracting of meaningful work scope.

Criterion 5 - Price

The Offeror's Price proposal will not be adjectivally rated or point scored, but will be considered in the overall evaluation of proposals in determining the best value to the Government. DOE will evaluate the Offeror's proposed price for reasonableness using the techniques identified in FAR Part 15.4.

The total evaluated price consists of the following items:

- a. The sum of the firm fixed price for CLIN 1 plus....
- b. The average Fixed Unit Price/kg for CLINs 2-8 multiplied by the minimum quantity (25mt).

The total evaluated price will be determined by summing the total price for a and b above. This total evaluated price will be used in the determination of best value.

Reasonableness. DOE anticipates that the existence of adequate price competition will support a determination of reasonableness. Price analysis techniques may be used to further validate price reasonableness. If adequate price competition is not obtained or if price reasonableness cannot be determined using price analysis based upon the submitted information, additional information described in FAR 15.4 may be required to support the proposed price.

M.3 DOE-M-2011 RELATIVE IMPORTANCE OF EVALUATION FACTORS (OCT 2015)

The evaluation factors for the Project Approach, Capabilities and Experience Criterion are of equal importance which is significantly more important than the Past Performance Criterion and the Small Business Utilization Criterion. Small Business Utilization (Criterion 4) is considered the least important criterion. Areas within each Technical Evaluation Factor are not sub-factors and will not be individually rated but will be considered in the overall evaluation for that Technical Evaluation Factor.

All non-price factors, when combined, are significantly more important than the evaluated price.

(End of provision)

M.4 DOE-M-2012 BASIS FOR AWARD (OCT 2015)

The Government intends to award one or more contracts to the responsible Offerors whose proposals are determined to be the best value to the Government. Selection of the best value to the Government will be achieved through a process of evaluating each Offeror's proposal against the evaluation factors described above. The Government is more concerned with obtaining a superior technical proposal than making an award at the lowest price. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror's technical proposal

over another Offeror's technical proposal. This means that to the extent an Offerors' technical proposal is evaluated as being closer or similar in merit to another Offeror's technical proposal, the evaluated price of the Offerors is more likely to be a determining factor in selection for award.

(End of provision)

M.6 52.217-5 EVALUATION OF OPTIONS. (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option (s).

(End of provision)

M.7 52.247-49 DESTINATION UNKNOWN. (APR 1984)

For the purpose of evaluating offers and for no other purpose, the final destination(s) for the supplies will be considered to be the Contractor's HALEU storage facility.

(End of provision)