

REQUEST FOR PROPOSAL NO. PIP-II-333744-STE

FOR

**PROTON IMPROVEMENT PLAN II PROJECT (PIP-II)
STAFF AUGMENTATION (SA) SUPPORT SERVICES**

**PROPOSALS DUE: January 10, 2023
3:00 p.m. Central Standard Time
By email to sandraef@fnal.gov**

EXHIBIT IA

FL-13 REQUEST FOR PROPOSAL

EXHIBIT I A

REQUEST FOR PROPOSAL FRA PROFESSIONAL SERVICES SUBCONTRACT

REQUEST FOR PROPOSAL
PIP-II-333744-STE

Pursuant to its obligation to the United States Government (Represented by the United States Department of Energy) under Contract Number DE-AC02-07CH11359, Fermi Research Alliance, LLC, manager and operator of Fermi National Accelerator Laboratory, requests your written proposal for the work described in Exhibit IB, Letter of Invitation, J-1, FRA General Terms and Conditions for Services, and other Exhibits set forth below.

ISSUING OFFICE: Fermi Research Alliance, LLC Kirk Road & Wilson Street P.O. Box 500–Mail Station 210 Batavia, Illinois 60510-0500 Procurement Department	DATE ISSUED: December 2, 2022
	CLOSING DATE: January 10, 2023 3:00 P.M./Central Standard Time No late submissions will be considered

Written proposals for the work described herein will be received until CLOSING TIME stated above electronically to the Procurement Specialist listed below.

PROCUREMENT SPECIALIST: Telephone: Sandra T. Efstathiou (630) 840-5784 Email: sandraef@fnal.gov	SUBMIT PROPOSALS TO: sandraef@fnal.gov NOTE: The email file size limit is 25 mb. If your file exceeds the size limit, please use a zip file or send the proposal in multiple emails.
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INFORMATION REGARDING REQUEST FOR PROPOSAL ENCLOSURES:

- EXHIBIT I
 - A. REQUEST FOR PROPOSAL (FL-13) (Rev. 01/02)
 - B. LETTER OF INVITATION
 - C. NOTICES
 - EXHIBIT C-1 Proposal Certifications, Form PUR-466, Rev. 1 (10/14/2021)
 - EXHIBIT C-2 Subcontractor Annual Representations & Certifications (SARC) (Rev. 3) (04/08/2022)
 - EXHIBIT C-3 FL-11 Organizational Conflict of Interest Certification & Assessment (Rev 1) (07/12/2021) and FL-57B Organizational Conflicts of Interest (Rev 01/07)
 - EXHIBIT C-4 FL-12 Restriction Respecting Participation in Construction Work Related to the Facility Designed Under this Subcontract (Rev 01/07)
 - EXHIBIT C-5 FL-20 Preparation of Statement of Work or Specifications (Rev 01/07)
 - EXHIBIT C-6 SF-330 Architect/Engineer Qualifications (Rev 07/2021)
- EXHIBIT II
 - D. INSTRUCTIONS TO OFFERORS (FL-15) (Rev 01/07)
 - A. OFFEROR'S PROPOSAL FORM
 - B. SUBMISSION REQUIREMENTS
 - C. MANDATORY TECHNICAL REQUIREMENTS
- EXHIBIT III
 - SAMPLE SUBCONTRACT
 - EXHIBIT J-1 FRA General Terms and Conditions for Services (06/22)
 - EXHIBIT J-2 Statement of Work: Staff Augmentation Support Services, Proton Improvement Plan II Project (07/11/2022)
 - EXHIBIT J-3 Statement of Work: Task 01. Staff Augmentation Support Services, Proton Improvement Plan II Project (07/11/2022)
 - EXHIBIT J-4 Small Business Subcontracting Plan
 - EXHIBIT J-5 Insurance Requirements for Architect & Engineer Subcontracts (06/2022)
 - EXHIBIT J-6 Subcontractor Quality Control Plan
 - EXHIBIT J-7 Subcontractor Labor Rates
 - EXHIBIT J-8 Sub-Tier Subcontractors and Outside Associates and Consultants

DESCRIPTION OF WORK:

The Proton Improvement Plan II Project (PIP-II) Staff Augmentation (SA) Support Services will furnish the personnel, facilities, equipment, materials, and supplies necessary to perform Staff Augmentation support services required for the procurement, and construction of the conventional facilities portion of the PIP-II project at Fermilab. The Subcontractor's services will include all normal and customary professional services required of a qualified, firm and its sub-tier subcontractors to complete the various tasks in accordance with FRA's requirements as outlined herein, as well as applicable portions of the U.S. Department of Energy (DOE) and the State of Illinois codes, orders, and regulations as incorporated into contract No. DE-AC02-07CH11359 between the U.S. Department of Energy and FRA.

EXHIBIT IB
LETTER OF INVITATION

EXHIBIT I B
LETTER OF INVITATION
STAFF AUGMENTATION (SA) SUPPORT SERVICES
PROTON IMPROVEMENT PLAN II PROJECT (PIP-II)
RFP PIP-II-333744-STE
December 2, 2022

Description

Fermi Research Alliance, LLC (FRA) expects to select one Subcontractor to perform Staff Augmentation (SA) Support Services tasks as required by the Proton Improvement Plan II Project (PIP-II), at Fermi National Accelerator Laboratory (Fermilab), in Batavia, Illinois, under an Indefinite Delivery/Indefinite Quantity (IDIQ) Subcontract.

Please submit a technical proposal to provide these professional support services. The technical proposals received from this Request for Proposal (RFP) will be evaluated to determine the firm that best meets the requirements.

Whenever present in the RFP or Subcontract documents, the terms “shall,” “must,” and “will” all express mandatory requirements.

Background

FRA is undertaking an upgrade to the existing accelerator complex called PIP-II which is a high-intensity proton facility to support a world-leading neutrino program over the next two decades at Fermilab. PIP-II is an integral part of the U.S. Intensity Frontier Roadmap as described in the Particle Physics Project Prioritization Panel report of May 2014, with an intermediate-term goal focused on upgrades to the Fermilab accelerator complex capable of providing a beam power in excess of 1 MW on target at the initiation of LBNF operations. In a broader sense, PIP-II is a part of a longer-term concept for a sustained campaign of upgrades and improvements to achieve multi-MW proton beam capabilities at Fermilab.

North American Industry Classification System (NAICS) Code

The principal North American Industry Classification System (NAICS) code for this procurement is 5413 Architectural, Engineering, and Related Services.
Size Standard: \$11.0M

Description of Services

The selected Subcontractor will furnish the personnel, facilities, equipment, materials, and supplies necessary to perform Staff Augmentation (SA) support services required for the procurement, and construction of the conventional facilities portion of the PIP-II project at Fermilab in Batavia, IL.

The selected Subcontractor's services will include all normal and customary professional services required of a qualified, firm and its sub-tier subcontractors to complete the various tasks in accordance with FRA's requirements as outlined herein, as well as applicable portions of the U.S. Department of Energy (DOE) and the State of Illinois codes, orders, and regulations as incorporated into contract No. DE-AC02-07CH11359 between the U.S. Department of Energy and FRA.

The detailed design and final design work for the PIP-II conventional facilities has been completed by others in advance of the award of this subcontract.

This will be an IDIQ subcontract, and individual task orders will be released for individual portions of the scope as FRA priorities dictate. Individual task orders will be negotiated with the Subcontractor for individual packages of the overall scope as funding becomes available and priorities dictate.

Schedule

The period of performance will be five (5) years for this award starting on/or about March 1, 2023, to March 1, 2028.

Selection Process and Evaluation Criteria

The A/E selection process will involve a multistep process as described next.

Step 1: Submittal of Technical Proposals

Submission Requirements

See Exhibit II B Submission Requirements.

Mandatory Technical Requirements

See Exhibit II C Mandatory Technical Requirements.

Technical Requirements

A firm's demonstrated ability to perform the type of work identified in the RFP documents, and understanding of the work, is determined based on the following technical criteria (listed in descending order of importance):

1. Personnel Experience:

- Experience of the respondent team and proposed personnel with DOE Order 413.3B Projects.
- Experience and qualification of proposed personnel as described in the RFP.

2. Company Qualifications:

- Demonstrated record in performing work for DOE, other government agencies, or in private industry delivering similar scope of work in the last five (5) years.
- Capability of local office to support field operations per the scope of work.
- Level of highly qualified staff in required disciplines.
- Other capabilities within the firm that would benefit the laboratory as described in the RFP.

3. Approach:

- Small Business Subcontracting Plan.
- Methodology to successfully execute the scope of work as described in the RFP.

4. Environment, Safety & Health:

- Corporate Environmental, Safety, and Health Plan.

5. Quality Assurance:

- Corporate Quality Assurance Plan of the prime team member.

Step 2: Submittal of Price Proposals

Base IDIQ Subcontract

When and if requested by FRA, the top three (3) or more technically ranked firms will have the opportunity to provide firm fixed hourly rates for year one (1) under a separate, follow-on letter. The hourly rates shall be fully burdened and include overhead, general and administrative expense (G&A), and profit. This shall include firm fixed hourly rates for all sub-tier subcontractors, outside associates and consultants. The hourly rates are the basis for the selected Subcontractor to propose one Firm Fixed Price (FFP) for any Task Order issued under the Subcontract. Increases to hourly billing rates will be based on the percentage increase in salary for a Civil Engineer as listed on the **Occupational Information Network (O*NET)**. Refer to Section B3.2 in Subcontract.

All Task Orders will be awarded on a FFP basis under the resulting IDIQ Subcontract.

Task 01— Staff Augmentation Support Services for one (1) year.

When and if requested by FRA, the top three (3) or more technically ranked firms will have the opportunity to provide an FFP proposal for Task 01— Staff Augmentation Support Services for one (1) year. Task 01 is expected to be awarded with the award of the Subcontract.

Award

While FRA expects to award an IDIQ Subcontract, FRA is not obligated to do so. FRA may make no award or may make one award under this solicitation.

Terms and Conditions

The following Terms and Conditions apply to this RFP and will be incorporated into the subcontract.

	IDIQ Subcontract
	FRA General Terms and Conditions for Services (06/2022)
	Proposal Certifications, Form PUR-466, Rev. 1 (10/14/2021)
	Subcontractor Annual Representations & Certifications (SARC) (04/08/2022)
	Small Business Subcontracting Plan
	Insurance Requirements for Architect & Engineer Subcontracts (06/2022)

Exceptions

FRA warns Offerors that taking exceptions to any term or condition of this RFP (including submitting any alternate proposals that requires relaxation of a requirement or additional terms) may make an offer unacceptable, and the Offeror ineligible for award, unless the RFP expressly authorizes such an exception with regard to that specific term or condition.

If exceptions are taken, Offerors shall respond by explicitly taking exceptions to specific provisions. The reason for any exception(s) shall be clearly stated in the Offeror's proposal. Substantive exceptions may cause an offer to not be accepted. Any additional proposed terms also must be submitted with the proposal.

Estimated Procurement Schedule

Question Cutoff Date	12/27/2022
Technical proposals due	01/10/2023
Price proposal due from the most technically preferred firms	02/10/2023
Award of IDIQ Subcontract and Task 01	03/01/2023

EXHIBIT IC

NOTICES

EXHIBIT C-1

PROPOSAL CERTIFICATIONS, FORM PUR-466, REV. 1 (10/14/2021)

INSTRUCTIONS TO OFFERORS:

By submission of its offer, the offeror represents that, unless otherwise noted in the offeror's proposal and agreed to through negotiations, the Fermi Research Alliance, LLC standard terms and conditions (included in the solicitation) will be included in and govern any subsequent subcontract. **Review the attached Certifications and complete the sections that apply based on the dollar value of your proposal. Return to your Procurement Specialist as part of your proposal submission package.**

Certifications #1: REQUIRED FOR ALL PROPOSALS ≥ \$10,000
Export / Import Control

(1) Offeror's Export Compliance Point of Contact information:

Name	Phone Number	E-mail Address

- (2) The Offeror represents that items furnished under any resulting subcontract are , are not , items that are specially designed, fabricated, and configured for military or space applications as listed on the United States Munitions List (22 CFR 120-130).
- (3) The Offeror represents that items furnished under any resulting subcontract are , are not , items that are dual-use military or space items listed on the Commerce Control List 15 CFR 730-774 (CCL) as 500 or 600 series items.
- (4) The Offeror represents that items furnished under any resulting subcontract are , are not , items that are listed on the CCL, other than 500 or 600 series items. If the items *are* listed on the CCL, provide the following information:

Manufacturer's Name	Description	Export Classification Control Number (ECCN) or EAR99	Harmonized Tariff Schedule (HTS) / Schedule B Number, if applicable

52.225-9 Buy American – Construction Materials (FEB 2021)

Applicable for construction that is performed in the United States

- (a) Definitions, as outlined in FAR 52.225-9 (a) apply to this requirement.
- (b) Domestic preference.
- (1) This clause implements 41 U.S.C. Chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: NONE [Contracting Officer to list applicable excepted materials or indicate "none"]
- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that-
- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;
 - (ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American statute.
 - (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including-
 - (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed offeror; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
 - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
 - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
 - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.
- (d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Construction Material Description	Unit of Measure	Quantity	Price (dollars)*
Item 1			
Foreign Construction Material			
Domestic Construction Material			
Item 2			
Foreign Construction Material			
Domestic Construction Material			

* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued). List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

FAR 52.227-23 Rights to Proposal Data (Technical) (JUN 1987)

Applicable when a technical proposal is being considered as part of the award decision

Not Applicable, **OR**

Except for data contained on pages , it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data-General" clause contained in this contract) in and to the technical data contained in the proposal dated , upon which this contract is based.

FAR 52.227-14, Rights in Data-General (MAY 2014), as modified by DEAR 927.409

Applicable when a technical proposal is being considered as part of the award decision (data will be produced, furnished or acquired)

(a) Rights in Proposal Data

It is Fermilab policy for a subcontract award based on a proposal that, in consideration of the award, the Government shall obtain unlimited rights in the technical data contained in the proposal unless the Offeror marks those portions of the technical information which he asserts as "proprietary data" or specifies those portions of such technical data which are not directly related to or will not be utilized in the work to be funded under the subcontract. Accordingly, please indicate:

- Not Applicable, **OR**
- No restriction on Government rights in the proposal data; **OR**
- The following identified technical data is proprietary or is not directly related to or will not be utilized in the work to be funded under the subcontract.

(List data below)

(b) Representations of Limited Rights Data and Restricted Computer Software

This solicitation sets forth the Government's and Fermilab's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data-General). Any resulting subcontract may also provide the Government and Fermilab the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the subcontract. Any data delivered under the resulting subcontract will be subject to the Rights in Data-General clause at 52.227-14 included in this subcontract. Under the latter clause, a Subcontractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government and Fermilab the right to inspect such data at the Subcontractor's facility

The Offeror represents that it has reviewed the requirements of the technical scope of work, particularly with respect to requirements for the delivery of technical data or computer software and states:

- Technical Data Rights Not Applicable, **OR**
- None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data, **OR**
- Data proposed for fulfilling the data delivery requirements qualify as limited rights data and are identified as follows:

(List data below)

- Computer Software Rights Not Applicable, **OR**
- No Restricted Computer Software will be utilized in the subcontract work, **OR**
- Restricted Computer Software will be utilized in the subcontract work and is identified as follows:

(List software below)

c. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

NOTE: "Limited rights data" and "Restricted computer software" are defined in the subcontract clause "Rights in Data – General." (FAR 52.227-14)

DEAR 952.227-11 Patent Rights - Retention by the Contractor (Short Form) (MAR 1995) & DEAR 952.227-13 Patent Rights - Acquisition by the Government (SEP 1997)

Under the provisions of P.L. 96-517, the patent terms required for subcontracts with Offerors in certain categories are set forth in the Department of Energy Acquisition Regulation (DEAR). In order to determine the Patent provisions applicable to this subcontract, please check the applicable box.

1. Offeror is:

- (a) A small business firm as defined at Section 2 of P.L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. for the purpose of this definition, the size standard for small business concerns involved in Government procurement, contained in 13 C.F.R. 121.3-8, and in subcontracting, contained in 13 C.F.R. 121.3-12, will be used.
- (b) A University or other institution of higher education or an organization of the type described in Section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under Section 501(a) of the Internal Revenue Code (26 U.S.C 501(a)); OR
- (c) A nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Please identify the statute:

- (d) None of the above.

2. Applicable to Offerors who have checked 1. (d) above

Offerors who have checked (d) above have the right to request, in advance of or within 30 days after execution of the subcontract, in accordance with applicable statutes and the DOE Patent Waiver Regulation, (10 CF.R. Part 784), a waiver of all or any part of the rights of tile United States in Subject Inventions.

Please indicate:

- I intend to request an advance waiver in accordance with 10 C.F.R. Part 784.
- I do not intend to request an advance waiver.

This is submitted with the intention that the Department of Energy rely on my representation that the offeror is a member of the category indicated.

52.225-2 Buy American Certificate (Feb 2021)

The terms "domestic end product", "end product", and "foreign end product" are defined in the clause 52.225-1, Buy American-Supplies.

- Offeror certifies that they provide only services and are exempt from Buy American Act: Supplies.
- Offeror certifies that this response is for construction, and therefore exempt from Buy American Act: Supplies.
- Offeror certifies that end products are exempt from Buy American Act: Supplies, as they are intended for use outside the United States.
- Offeror certifies that end products are exempt from Buy American Act: Supplies (due to nonavailability, public interest, or information technology that is a commercial item). Cite exemption:
- Offeror certifies that each end product provided, except those listed below, is a U.S. domestic end product and that for other than Commercially Available Off-The-Shelf (COTS) items, the Offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States ("foreign end product").
- Offeror certifies that each end product provided, that do not qualify as U.S. domestic end products shall be listed below as non-U.S. domestic ("foreign") end products.

Non-U.S. Domestic ("Foreign") End Products:

Line Item Number	Country of Origin

FRA will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

Certifications #2: REQUIRED FOR ALL PROPOSALS ≥ \$150,000

52.203-2 Certificate of Independent Price Determination (APR 1985)

Applicable when a firm-fixed price contract or fixed-price contract with economic price adjustment is contemplated

Not Applicable, **OR**

If the solicitation is a Request for Quotations, the terms "Quotation" and "Quoter" may be substituted for "Offer" and "Offeror."

- (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 paragraphs (a)(1) through (a)(3) of this provision; 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 paragraphs (a)(1) through (a)(3) of this provision. *[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) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the dis-closure.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)

- (a) Definitions. As used in this provision—"Lobbying contact" has the meaning provided at [2 U.S.C. 1602\(8\)](#). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)).
- (b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" ([52.203-12](#)) are hereby incorporated by reference in this provision.
- (c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

- (d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by [31 U.S.C. 1352](#). Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

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 paragraph (a)(1)(i)(B) of this provision
- (D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds 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 three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

52.222-37 Employment Reports on Veterans (JUN 2020)

Not applicable to subcontracts for work performed outside the United States by employees recruited outside of the United States

Not Applicable, **OR**

(a) The offeror certifies that-

(1) It has , has not , submitted the most recent VETS-4212 Report as required, at:
<https://www.dol.gov/agencies/vets/programs/vets4212>

If offeror 'has not' submitted required reports, please explain:

52.203-7 Anti-Kickback Procedures (JUN 2020)

"Kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind that is provided, directly or indirectly, to any Government prime contractor (FRA), prime contractor employee, subcontractor at any tier, or employee of a subcontractor at any tier, for the purpose of improperly obtaining or rewarding favorable treatment in connection with a Government prime contract, or in connection with a subcontract at any tier relating to a Government prime contract.

Offeror certifies that it has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any kickback; and

Offer certifies that it has not included, directly or indirectly, the amount of any kickback in the offer.

Certification #3: REQUIRED FOR ALL PROPOSALS ≥ \$500,000**52.222-50 Combatting Trafficking in Persons (JAN 2019)**

(1) It is , is not , possible, that at least \$500,000 of the value of the contract may be performed outside of the United States, AND

(2) The acquisition is , is not , entirely for commercially available of the shelf (COTS) items.

If you answered "is" to (1) and "is not" to (2), below certification is required.

52.222-56 Certification Regarding Trafficking in Persons Compliance Plan (MAR 2015)

Offeror certifies it has, has not, implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of clause 52.222-50 and to monitor, detect and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

Offeror certifies that, after having conducted due diligence, either

To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

If abuses relating to any of the prohibited activities have been found, the subcontractor has taken the appropriate remedial and referral actions.

By signing below, you acknowledge that the above certifications are complete and accurate to the best of your knowledge and belief:

Proposal Number: _____

Full Company Name: _____

Name of Company Official: _____

Title of Company Official: _____

Date of Execution: _____

Signature* of Company Official: _____

***NOTE: IF YOU WOULD LIKE TO USE AN ELECTRONIC, CERTIFIED SIGNATURE, PLEASE COMPLETE THE FORM IN WORD, SAVE AS A .PDF AND APPLY YOUR ELECTRONIC CERTIFICATION / DIGITAL SIGNATURE PRIOR TO SUBMISSION TO FRA.**

Revision Table

REVISION	DATE	CONTACT	DESCRIPTION OF CHANGE
0	08/26/2021	Elisabeth Dalle	Initial Release
1	10/14/2021	Elisabeth Dalle	Moved e-Verify certification to SARC Updated thresholds for certifications Added Revision Table

EXHIBIT C-2

**SUBCONTRACTOR ANNUAL REPRESENTATIONS & CERTIFICATIONS
(SARC), FORM SARC (REV. 3) (04/08/2022)**

FERMI RESEARCH ALLIANCE, LLC

Subcontractor Annual Representations & Certifications (SARC) (Supersedes FL-6)

Offeror Name:		Parent Company Name: (If Applicable)	
Street:		Street:	
City:	State/Province:	City:	State/Province:
Zip/Postal:	Country:	Zip/Postal:	Country:
Phone:	# of Employees:	Phone:	# of Employees:
Fax:	CAGE Code:	Parent Website:	
Website:		Billing Information: <i>(if different from offeror address):</i>	
NAICS U.S. Industry #:		Street:	
DUNS #:		City:	State/Province:
<input type="checkbox"/> Offeror <i>IS NOT</i> Registered in SAM.gov		Zip/Postal:	Country:
<input type="checkbox"/> Offeror <i>IS</i> Registered in SAM.gov Entity Registration Expiration Date:		SAM.gov Unique Entity Identifier (UEI):	
<p>NOTE TO EXISTING SUBCONTRACTORS THAT HAVE PREVIOUSLY COMPLETED A FERMI RESEARCH ALLIANCE (FRA) ANNUAL SUBCONTRACTOR CERTIFICATION: ANY COMPANY NAME OR ADDRESS CHANGE NOTIFICATIONS MUST BE PROVIDED ON YOUR COMPANY LETTERHEAD. A CURRENT IRS FORM W-8 OR W-9 IS REQUIRED FOR COMPANY NAME CHANGES.</p>			

The procurement of material, supplies, or services (including construction) for a U.S. Government contract requires compliance by Prime Contractors, Subcontractors, and Suppliers with various programs enacted into law, implemented by Executive Order and declared by Federal Regulations.

The following certifications are effective for a period of 12 months beginning on the date of signature of this document. If there is any change to your status or to the information provided within any section of this document during the period, you are required to inform FRA in writing promptly; no later than 15 days from the change in status.

Sections I, II, and IV are required by FRA to update Offeror records. Section III is required by FRA Export/Import Compliance. Section IV contains Certifications which require your acknowledgment prior to any solicitation or purchase order activity. **Please complete all sections: I - V. THERE ARE NO EXCEPTIONS FOR ANY SECTION.**

Section I: Business Information

A. The Offeror, by checking the applicable box, represents that:

- 1. Ownership of the Entity is: *(Check one box)*
 - U.S. Owned
 - U.S. Incorporated with Foreign Parent
 - Foreign Owned, registered for business in *(provide country)*

- 2. It operates as: *(Check all that apply)*
 - A Corporation incorporated under the laws of: *State:* _____ *Country:* _____
 - Privately Held Corporation **OR** Publicly Traded Corporation
 - S-Corporation
 - Limited Liability Company
 - Partnership
 - Sole Proprietorship
 - Joint Venture or Consortium

 - Educational Institution [Educational institution means a public or nonprofit institution of higher education, such as an accredited college or university, as defined in section 1201(a) of Public Law 89-329, November 8, 1965, Higher Education Act of 1965 (20 U.S.C. 1142(a))]
 - Non-Profit, Non-Educational Organization [Non-Profit organization means an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code]

B. Common Parent

Common parent means that a corporate entity which owns or controls an affiliated group of corporations, that files its Federal tax returns on a consolidated basis, one of which the Offeror is a member. *(Check one box)*

- Offeror is neither owned nor controlled by a common parent.
- Offeror is owned or controlled by a common parent.

Common parent name:

Affiliated Company(s):

C. Check all applicable box(es) as described under FAR 19.001 Definitions and FAR 19.201 General Policy:

- Large Business
- Small Business
- Foreign Business

Small Businesses: If your business is a Small Business and also falls into one of the diversity categories below as defined by the Small Business Administration, please *check all additional applicable classifications of your business.* (More than one box may apply):

<input type="checkbox"/> Small Disadvantaged Business	<input type="checkbox"/> Woman-Owned Small Business
<input type="checkbox"/> Historically Black College/University or Minority Institution	<input type="checkbox"/> HUB Zone Small Business * *Include copy of certification from the U.S. Small Business Adm.
<input type="checkbox"/> Veteran-Owned Small Business	<input type="checkbox"/> Service-Disabled Veteran-Owned Small Business
<input type="checkbox"/> Alaska Native Corporation (ANC) or Indian Tribe <input type="checkbox"/> ANC, not certified by SBA as Small Disadvantaged Business <input type="checkbox"/> ANC, not a Small business	<input type="checkbox"/> Not applicable (no additional sub-categories apply)

Small business category standards are available at: <http://www.sba.gov/category/navigation-structure/contracting/contracting-officials/small-business-size-standards>

D. Executive Compensation

FRA is required to report information on certain subcontract awards in accordance with FAR 52.204-10. Based on this requirement, there may be instances when the Offeror is required to register and report the names and the total compensation of each of the five most highly compensated executives for their preceding completed fiscal year within the Federal Funding Accountability and Transparency Act Subaward Reporting System (fars.gov).

- Did your business or organization (represented by a DUNS number) during your preceding completed fiscal year realize 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance?
 Yes No
- Did your business or organization (represented by a DUNS number) during your preceding completed fiscal year realize \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance?
 Yes No
- Does the public have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue I-23 Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>)?
 Yes No

Please list below the name, title, and compensation for the Offeror’s Top Five Executives. This requirement is a time-sensitive requirement. *If Offeror answered both 1 & 2 above as “YES” and 3 as “NO”, then the submittal and recording of Executive Compensation by Offeror shall be completed prior to FRA Purchase Order or Subcontract award.*

EXECUTIVE NAME	EXECUTIVE TITLE	EXECUTIVE COMPENSATION
		\$
		\$
		\$
		\$
		\$

Section II: Offeror Responsibility

A. Accounting System *(Check one box)*

- Offeror's Accounting System has been reviewed via the Single Audit (formerly OMB Circular A-133) or by DCAA/DCMA and is approved/deemed adequate. *(Attach Offeror's Accounting System Approval letter issued by DCAA/DCMA and/or copy of the Annual Single Audit Report.)*
- Offeror's Accounting System has been reviewed via the Single Audit (formerly OMB Circular A-133) or by DCAA/DCMA and deemed non-compliant or disapproved. *(Comment on any non-compliance):*
- Offeror's Accounting System has not been reviewed via the Single Audit (formerly OMB Circular A-133) or by DCAA/DCMA. *(FRA may initiate a request for an accounting system review if a subcontract/purchase order with any interim billing provisions or non-FFP line items is being contemplated.)*

B. Responsible Offeror *(Check as applicable)*

- Offeror deems itself responsible in accordance with FAR 9.104 which includes having adequate financial resources to perform the contract, or the ability to obtain them; being able to comply with the delivery or performance schedule; having a satisfactory performance record; having a satisfactory record of integrity and business ethics; having the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them; having the necessary production, construction, and technical equipment and facilities or the ability to obtain them; and, be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- Offeror's policy or practices prohibits engaging in the trafficking of persons, the use of forced labor, or the procuring of commercial sex acts in the country or countries in which it conducts business and is in compliance with 22 U.S.C 7104, FAR 52.222-50, Combating Trafficking in Persons, and Executive Order 13627.

Specify Offeror's current Quality Certifications and Standards (Include type and expiration date as applicable.)

- ISO
 AS9100
 Others

Expiration:

Expiration:

**If "Others" is checked above:*

TYPE	EXPIRATION

C. FAR 52.222-54 Employment Eligibility Verification

- E-Verify is not applicable based on paragraph (e) of FAR 52.222-54 Employment Eligibility Verification.
- It is currently enrolled in E-Verify and will include FAR 52.222-54 in applicable lower-tier subcontracts.
- It will enroll in E-Verify within 30 calendar days of subcontract award and will include FAR 52.222-54 in applicable lower-tier subcontracts.

Section III: Export / Import Control Certifications

Compliance with U.S. Export/Import Control Laws and Regulations:

- Offeror agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774. This includes agreeing to not provide export-controlled items via any method, without the authority of an export license, exception, or other applicable authorization from the U.S. Government.

- Offeror agrees that it shall immediately notify FRA if Supplier/Offeror is, or becomes listed in any Denied Parties List or if Supplier/Offeror's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government agency.

Section IV: Federal Acquisition Regulation (FAR) Certifications

A. Compliance with FAR 52.222-26 or 52.222-27, Equal Opportunity (Check as applicable)

Offeror **Has** , **Has Not** been required to submit Standard Form 100 (EEO-1).

AND

Offeror represents that it **Has** , **Has Not** filed Standard Form 100 (EEO-1).

OR

- Offeror certifies that it is exempt per FAR 22.807, Equal Employment Opportunity, Exemptions

Cite specific exemption:

B. Certification of Affirmative Action as described under FAR 52.222-25 (Respond to only one statement)

Offeror represents that at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41CFR 60-1 and 60-2):

- ARE developed and ARE on file**
- ARE not developed and ARE not on file**

OR

- Offeror **has not** previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

OR

- Offeror certifies that it is exempt per FAR 22.807, Equal Employment Opportunity Exemptions

Cite specific exemption:

C. Limitations on Pass-Through Charges:

- Offeror represents that it will not subcontract more than 70 percent of the total cost of the work to be performed under any cost reimbursement subcontract greater than the Simplified Acquisition Threshold issued by FRA;

AND

- Offeror acknowledges that cost reimbursement subcontracts greater than the Simplified Acquisition Threshold issued by FRA shall be subject to FAR 52.215-23, Limitations on Pass-Through Charges.

Section V: Certification

As a duly authorized representative of the company denoted below, I certify the accuracy of all statements herein, acknowledge an awareness of the U.S. Government's contracting and subcontracting programs and confirm that our company will comply with all statements herein.

I understand that this certification shall apply to all requests for quotations, requests for proposals, purchase orders or subcontracts received from FRA and understand that I am responsible for notifying FRA of any changes in status affecting this certification.

I further acknowledge that where information must be exchanged between our company and FRA, regardless of the media or method used to exchange information, we shall preserve in confidence FRA's information and shall, unless otherwise authorized in writing by an authorized agent of FRA, prevent disclosure to third parties. We shall further restrict disclosure of FRA's information to our employees on a need to know basis and will advise the restrictions of disclosure and use. If we determine an unauthorized use or disclosure of FRA's information, we shall promptly notify FRA of the disclosure and shall endeavor to prevent further unauthorized use or disclosure.

Printed Name & Title

Company Name

Email Address

Phone Number

*Signature**

Date

***NOTE: IF YOU WOULD LIKE TO USE AN ELECTRONIC, CERTIFIED SIGNATURE, APPLY YOUR ELECTRONIC CERTIFICATION / DIGITAL SIGNATURE PRIOR TO SUBMISSION TO FRA.**

REVISION TABLE

REVISION	DATE	CONTACT	DESCRIPTION
0	8/26/2021	ELISABETH DALLE	INITIAL RELEASE
1	10/14/2021	ELISABETH DALLE	MOVED E-VERIFY CERT FROM PUR-466 TO SARC
2	04/04/2022	ELISABETH DALLE	CORRECTED LIMITED LIABILITY PARTNERSHIP TO LIMITED LIABILITY COMPANY
3	04/08/2022	ELISABETH DALLE	ADDED MISSING TEXT FIELDS FOR STATE/COUNTRY; ADDED EXPIRATION DATES AND ADDITIONAL TEXT FIELDS FOR OTHER TYPES OF QUALITY CERTIFICATIONS AND STANDARDS.

EXHIBIT C-3

**FL-11 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION &
ASSESSMENT (REV 1) (07/12/2021)
AND FL-57B ORGANIZATIONAL CONFLICTS OF INTEREST (REV 01/07)**

ORGANIZATIONAL CONFLICTS OF INTEREST

- (a) *Purpose.* The purpose of this clause is to ensure that the Subcontractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this subcontract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this subcontract.

- (b) *Scope.* The restrictions described herein shall apply to performance or participation by the Subcontractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Subcontractor") in the activities covered by this clause as a subcontractor, sub-subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.
 - (1) *Use of Subcontractor's Work Product.*
 - (i) The Subcontractor shall be ineligible to participate in any capacity in Fermilab or Department of Energy subcontracts, sub-subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the Subcontractor's performance of work under this subcontract without the express approval of Fermilab or the Department of Energy. Furthermore, unless so directed in writing by Fermilab, the Subcontractor shall not perform any advisory and assistance services work under this subcontract on any of its products or services or the products or services of another firm if the Subcontractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Subcontractor from competing for follow-on subcontracts for advisory and assistance services.
 - (ii) If, under this subcontract, the Subcontractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Subcontractor shall be ineligible to perform or participate in any capacity in any subcontractual effort which is based on such statement of work or specifications. The Subcontractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by Fermilab, in which case the restriction in this subparagraph shall not apply.
 - (iii) Nothing in this paragraph shall preclude the Subcontractor from offering or selling its standard commercial items to Fermilab or the Government.
 - (2) *Access to and Use of Information.*
 - (i) If the Subcontractor, in the performance of this subcontract, obtains access to information, such as Fermilab or Department of Energy plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Subcontractor agrees that without prior written approval of Fermilab or the Department of Energy it shall not:
 - (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
 - (B) compete for work for Fermilab or the Department of Energy based on such information for a period of six (6) months after either the completion of this subcontract or until such information is released or otherwise made available to the public, whichever is first;

- (C) submit an unsolicited proposal to Fermilab or the Government which is based on such information until one year after such information is released or otherwise made available to the public; and
 - (D) release such information unless such information has previously been released or otherwise made available to the public by Fermilab or the Department of Energy.
- (ii) In addition, the Subcontractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this subcontract, it shall treat such information in accordance with any restrictions imposed on such information.
 - (iii) The Subcontractor may use technical data it first produces under this subcontract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent rights in data, and security provisions of this subcontract.
- (c) *Disclosure After Award.*
- (1) The Subcontractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this subcontract, occur during the performance of this subcontract, it shall make an immediate and full disclosure of such changes in writing to Fermilab. Such disclosure may include a description of any action which the Subcontractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. Fermilab may, however, terminate the subcontract for convenience if it deems such termination to be in the best interest of Fermilab or the Government.
 - (2) In the event that the Subcontractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to Fermilab, Fermilab may terminate this contract for default.
- (d) *Remedies.* For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this subcontract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, Fermilab may terminate the subcontract for default, disqualify the Subcontractor from subsequent related subcontractual efforts, and pursue such other remedies as may be permitted by law or this subcontract.
- (e) *Waiver.* Requests for waiver under this clause shall be directed in writing to Fermilab and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of Fermilab and the Government, Fermilab may grant such a waiver in writing.
- (f) *Sub-subcontracts.*
- (1) The Subcontractor shall include a clause substantially similar to this clause, including this paragraph (f), in sub-subcontracts expected to exceed the simplified acquisition threshold determined in accordance with FAR Part 13 and involving the performance of advisory and assistance services as that term is defined at FAR 2.101. The terms "subcontract," "Subcontractor," and "Fermilab" shall be appropriately modified to preserve Fermilab's rights.
 - (2) Prior to the award under this subcontract of any such sub-subcontracts for advisory and assistance services, the Subcontractor shall obtain from the proposed sub-subcontractor or consultant the disclosure required by DEAR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interests is identified, the Subcontractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Subcontractor. If the conflict cannot be avoided or neutralized, the Subcontractor must obtain the approval of Fermilab prior to entering into the sub-subcontract.

Organizational Conflict of Interest (OCI) Certification & Assessment (DEAR 952.209-72 / Prime Contract I.74 (f)) <small>(Required for awards anticipated to exceed the Simplified Acquisition Threshold, in support of advisory and assistance services, as defined in FAR 2.101.)</small>	Document Number:	FL-11
	Revision:	1
	Page:	1 of 4

**For Offeror Use Only*

RFQ or RFP #: _____

I. REPRESENTATION/DISCLOSURE STATEMENT OF THE OFFEROR

The Offeror must complete either A or B of this section, but not both of the following Statements.

A. OCI Representation Statement – Choose if **No** perceived OCI exists

I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, no facts exist relevant to any past (within the past twelve months), present, or currently planned interest or activity (financial, contractual, personal, organizational or otherwise) which relate to the proposed work; and bear on whether I have (or the organization has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice; or (2) being given an unfair¹ competitive advantage.

B. OCI Disclosure Statement – Choose if **Identified Possible OCI** & disclose relevant info

I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, all relevant facts - - concerning past (within the past twelve months), present or currently planned interests or activities (financial, contractual, organizational or otherwise) which relate to the proposed work and bear on whether I have (or the organization has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair¹ competitive advantage - - are fully disclosed on the attached _____page (s) and formatted to show:

- For ease of presentation, divide following data into four parts: Organizational, contractual, financial, other;
- The company, agency, organization in which you have a past (within the past twelve months), present, or currently planned interest or activity (financial, contractual, organizational, or otherwise);
- A brief description of relationship;
- A period of relationship;
- The extent of relationship (e.g., value of financial interest of work; percent of total holdings, total work, etc.).

¹ An unfair competitive advantage does not include the normal flow of benefits from the performance of the subcontract.



Organizational Conflict of Interest (OCI) Certification & Assessment (DEAR 952.209-72 / Prime Contract I.74 (f)) <i>(Required for awards anticipated to exceed the Simplified Acquisition Threshold, in support of advisory and assistance services, as defined in FAR 2.101.)</i>	Document Number:	FL-11
	Revision:	1
	Page:	2 of 4

II. SUB-SUBCONTRACTOR/CONSULTANT OCI

Any sub-subcontractor or consultant identified in the Offeror's proposal who would perform evaluation services or activities, technical consulting services, or management support services similar to those to be performed by the Offeror has completed and signed either an OCI Representation Statement or an OCI Disclosure Statement (subsection I.A. or I.B. above), as appropriate, pertaining to its participation in the performance of the Statement of Work. Each such signed Statement is attached.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

ORGANIZATION: _____



Organizational Conflict of Interest (OCI) Certification & Assessment (DEAR 952.209-72 / Prime Contract I.74 (f)) <small>(Required for awards anticipated to exceed the Simplified Acquisition Threshold, in support of advisory and assistance services, as defined in FAR 2.101.)</small>	Document Number:	FL-11
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**For Fermi Research Alliance Office of General Counsel (OGC) Use Only*

FERMILAB OCI FINDING

The Offeror's proposal and enclosed OCI representation/certification (disclosure) have been reviewed and:

- The Laboratory finds that a conflict does NOT exist
- The Laboratory finds that a conflict exists, but adoption of the measure(s) specified below will adequately avoid the conflict.
- The Laboratory finds that a conflict exists, that it cannot be avoided adequately, and that award should not be made.
- The Laboratory finds that a conflict exists and cannot be satisfactorily avoided, but recommends that DOE approve award in face of the conflict for the reasons set forth below:

Discussion/Rationale for Finding above:

Buyer:

Signature

Printed or Typed Name

Date

OGC:

Signature

Printed or Typed Name

Date

DOE:

Signature

Printed or Typed Name

Date



Organizational Conflict of Interest (OCI) Certification & Assessment (DEAR 952.209-72 / Prime Contract I.74 (f))

(Required for awards anticipated to exceed the Simplified Acquisition Threshold, in support of advisory and assistance services, as defined in FAR 2.101.)

Document Number:	FL-11
Revision:	1
Page:	Page 4 of 4

General Instructions for using this form:

1.0 Requirements:

This form shall be completed by Offerors for all awards, or modifications, expected to exceed the simplified acquisition threshold for work being performed in support of advisory and assistance services.

Advisory and Assistance Services are defined (FAR 2.101) as:

Those services provided under contract by nongovernmental sources to support or improve organizational policy development; decision-making; management and administration; program and/or project management and administration; or R&D activities. It can also mean the furnishing of professional advice or assistance rendered to improve the effectiveness of Federal management processes or procedures (including those of an engineering and technical nature). In rendering the foregoing services, outputs may take the form of information, advice, opinions, alternatives, analyses, evaluations, recommendations, training and the day-to-day aid of support personnel needed for the successful performance of ongoing Federal operations. All advisory and assistance services are classified in one of the following definitional subdivisions:

- (1) Management and professional support services, i.e., contractual services that provide assistance, advice or training for the efficient and effective management and operation of organizations, activities (including management and support services for R&D activities), or systems. These services are normally closely related to the basic responsibilities and mission of the agency originating the requirement for the acquisition of services by contract. Included are efforts that support or contribute to improved organization of program management, logistics management, project monitoring and reporting, data collection, budgeting, accounting, performance auditing, and administrative technical support for conferences and training programs.
- (2) Studies, analyses and evaluations, i.e., contracted services that provide organized, analytical assessments/evaluations in support of policy development, decision-making, management, or administration. Included are studies in support of R&D activities. Also included are acquisitions of models, methodologies, and related software supporting studies, analyses or evaluations.
- (3) Engineering and technical services, i.e., contractual services used to support the program office during the acquisition cycle by providing such services as systems engineering and technical direction (see 9.505-1(b)) to ensure the effective operation and maintenance of a weapon system or major system as defined in OMB Circular No.A-109 or to provide direct support of a weapon system that is essential to research, development, production, operation or maintenance of the system.

2.0 Procurement Responsibility:

- 2.1** In addition to the requirements above, Procurement Specialists shall, at their discretion, submit this to offerors whose anticipated proposals may not exceed the simplified acquisition threshold, but may present a situation where concern with regard to organizational conflict of interest that should be investigated.
- 2.2** If a suspected conflict of interest is identified, Procurement shall submit this form to the Office of General Counsel for review and disposition. The Office of General Counsel (OGC) will make a determination and return the signed form back to the Procurement Specialist. If OGC determines that a conflict exists that cannot be satisfactorily avoided, but determines that work must continue, OGC will submit this to DOE for review and approval.
- 2.3** This document shall become part of the Procurement file.

REVISION TABLE:

Revision	Date	Contact	Description of Change
0	01/2007	Jim Kirlin	Initial Release of OCI Conflict of Interest Form
1	07/12/2021	Elisabeth Dalle	Combined FL-10 (01-07) and FL-11 (01-07) Updated to allow electronic completion & signatures

EXHIBIT C-4

**FL-12 RESTRICTION RESPECTING PARTICIPATION IN CONSTRUCTION
WORK RELATED TO THE FACILITY DESIGNED UNDER THIS
SUBCONTRACT (REV 01/07)**

RESTRICTION RESPECTING PARTICIPATION IN
CONSTRUCTION WORK RELATED TO THE FACILITY
DESIGNED UNDER THIS SUBCONTRACT

Any firms involved in the furnishing of architect-engineering services under this subcontract (including their parent firms, subsidiaries or affiliates), and any successors in interest thereto, are ineligible until completion of construction of the facility to be designed hereunder to compete for or be awarded or perform any work under any subcontract or sub-subcontract for the furnishing of supplies and/or services for construction work with respect to the facility designed hereunder, and the design prepared hereunder shall not incorporate the products of any such firm. Neither shall any firm be allowed to perform any such work with its own forces. The foregoing shall not preclude such firms from providing construction management services for the facility designed hereunder, provided the subcontract therefore requires that all physical construction and related supply subcontracts or sub-subcontractors are to be competitively bid and provided that all such firms are ineligible to bid or perform any work under such subcontracts or sub-subcontracts.

EXHIBIT C-5

FL-20 Preparation of Statement of Work or Specifications (Rev 01/07)

PREPARATION OF STATEMENT OF WORK
OR SPECIFICATION

If the Subcontractor under this subcontract prepares a complete or essentially complete statement of work (SOW) or specifications to be used in competitive acquisitions, the Subcontractor shall be ineligible to perform or participate in any capacity in any competitive contractual effort based on such SOW or specifications except for providing advice or assistance on these competitive acquisitions directly to Fermi Research Alliance, LLC. This bar shall not be construed to prevent the Subcontractor from participating in any noncompetitive acquisition involving the SOW or specification.

EXHIBIT C-6

SF-330 Architect/Engineer Qualifications (Rev 07/2021)

ARCHITECT-ENGINEER QUALIFICATIONS

OMB Control Number: 9000-0157
Expiration Date: 2/29/2024

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0157. We estimate that it will take 29 hours (25 hours for part 1 and 4 hours for Part 2) to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by 40 U.S.C. chapter 11, Selection of Architects Engineers, and Part 36 of the Federal Acquisition Regulation (FAR).

The Selection of Architects and Engineers statute requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

INDIVIDUAL AGENCY INSTRUCTIONS

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

DEFINITIONS

Architect-Engineer Services: Defined in FAR 2.101.

Branch Office: A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

Discipline: Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

Firm: Defined in FAR 36.102.

Key Personnel: Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

SPECIFIC INSTRUCTIONS

Part I - Contract-Specific Qualifications

Section A. Contract Information.

1. Title and Location. Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. Public Notice Date. Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. Solicitation or Project Number. Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

Section B. Architect-Engineer Point of Contact.

4-8. Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address. Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Section C. Proposed Team.

9-11. Firm Name, Address, and Role in This Contract. Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 52 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

Section D. Organizational Chart of Proposed Team.

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

Section E. Resumes of Key Personnel Proposed for this Contract.

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. Name. Self-explanatory.

13. Role in this contract. Self-explanatory.

14. Years Experience. Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. Firm Name and Location. Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. Education. Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. Current Professional Registration. Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. Other Professional Qualifications. Provide information on any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities.

19. Relevant Projects. Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for this Contract.

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. Example Project Key Number. Start with "1" for the first project and number consecutively.

21. Title and Location. Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. Year Completed. Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction, if applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to this Contract (block 24).

23a. Project Owner. Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

23b. Point of Contact Name. Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

23c. Point of Contact Telephone Number. Self-explanatory.

24. Brief Description of Project and Relevance to this Contract. Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information requested by the agency for each example project.

25. Firms from Section C Involved with this Project. Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

Section G. Key Personnel Participation in Example Projects.

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

26. and 27. Names of Key Personnel and Role in this Contract. List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

28. Example Projects Listed in Section F. In the column under each project key number (see block 29) and for each key person, place an "X" under the project key number for participation in the same or similar role.

29. Example Projects Key. List the key numbers and titles of the example projects in the same order as they appear in Section F.

Section H. Additional Information.

30. Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

Section I. Authorized Representative.

31. and 32. Signature of Authorized Representative and Date. An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

SAMPLE ENTRIES FOR SECTION G (MATRIX)

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mechanical Engineer	X	X	X	X						
Tara C. Donovan	Chief Electrical Engineer	X	X		X						

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)	NUMBER	TITLE OF EXAMPLE PROJECT (From Section F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport, RI

Part II - General Qualifications

See the "**General Instructions**" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. Solicitation Number. If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. Firm (or Branch Office) Name and Address. Self-explanatory.

3. Year Established. Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. Unique Entity Identifier. Insert the unique entity identifier issued by the entity designated at SAM. See FAR part 4.6.

5. Ownership.

a. Type. Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. Small Business Status. Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the internet website for the NAICS codes appear in FAR part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. Point of Contact. Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. Name of Firm. Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. Former Firm Names. Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated unique entity identifier. This information is used to review past performance on Federal contracts.

9. Employees by Discipline. Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. Annual Average Professional Services Revenues of Firm for Last 3 Years. Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total.

12. Authorized Representative. An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

List of Disciplines (*Function Codes*)

Code	Description	Code	Description
01	Acoustical Engineer	32	Hydraulic Engineer
02	Administrative	33	Hydrographic Surveyor
03	Aerial Photographer	34	Hydrologist
04	Aeronautical Engineer	35	Industrial Engineer
05	Archeologist	36	Industrial Hygienist
06	Architect	37	Interior Designer
07	Biologist	38	Land Surveyor
08	CADD Technician	39	Landscape Architect
09	Cartographer	40	Materials Engineer
10	Chemical Engineer	41	Materials Handling Engineer
11	Chemist	42	Mechanical Engineer
12	Civil Engineer	43	Mining Engineer
13	Communications Engineer	44	Oceanographer
14	Computer Programmer	45	Photo Interpreter
15	Construction Inspector	46	Photogrammetrist
16	Construction Manager	47	Planner: Urban/Regional
17	Corrosion Engineer	48	Project Manager
18	Cost Engineer/Estimator	49	Remote Sensing Specialist
19	Ecologist	50	Risk Assessor
20	Economist	51	Safety/Occupational Health Engineer
21	Electrical Engineer	52	Sanitary Engineer
22	Electronics Engineer	53	Scheduler
23	Environmental Engineer	54	Security Specialist
24	Environmental Scientist	55	Soils Engineer
25	Fire Protection Engineer	56	Specifications Writer
26	Forensic Engineer	57	Structural Engineer
27	Foundation/Geotechnical Engineer	58	Technician/Analyst
28	Geodetic Surveyor	59	Toxicologist
29	Geographic Information System Specialist	60	Transportation Engineer
30	Geologist	61	Value Engineer
31	Health Facility Planner	62	Water Resources Engineer

List of Experience Categories (*Profile Codes*)

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography; Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development; Grain Storage; Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Nav aids; Airport Lighting; Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls; Instrumentation	E12	Environmental Remediation
B01	Barracks; Dormitories	E13	Environmental Testing and Analysis
B02	Bridges	F01	Fallout Shelters; Blast-Resistant Design
C01	Cartography	F02	Field Houses; Gyms; Stadiums
C02	Cemeteries (<i>Planning & Relocation</i>)	F03	Fire Protection
C03	Charting: Nautical and Aeronautical	F04	Fisheries; Fish ladders
C04	Chemical Processing & Storage	F05	Forensic Engineering
C05	Child Care/Development Facilities	F06	Forestry & Forest products
C06	Churches; Chapels	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C07	Coastal Engineering	G02	Gas Systems (Propane; Natural, Etc.)
C08	Codes; Standards; Ordinances	G03	Geodetic Surveying: Ground and Air-borne
C09	Cold Storage; Refrigeration and Fast Freeze	G04	Geographic Information System Services: Development, Analysis, and Data Collection
C10	Commercial Building (<i>low rise</i>) ; Shopping Centers	G05	Geospatial Data Conversion: Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C11	Community Facilities	G06	Graphic Design
C12	Communications Systems; TV; Microwave	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C13	Computer Facilities; Computer Service	H02	Hazardous Materials Handling and Storage
C14	Conservation and Resource Management	H03	Hazardous, Toxic, Radioactive Waste Remediation
C15	Construction Management	H04	Heating; Ventilating; Air Conditioning
C16	Construction Surveying	H05	Health Systems Planning
C17	Corrosion Control; Cathodic Protection; Electrolysis	H06	Highrise; Air-Rights-Type Buildings
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H07	Highways; Streets; Airfield Paving; Parking Lots
C19	Cryogenic Facilities	H08	Historical Preservation
D01	Dams (<i>Concrete; Arch</i>)	H09	Hospital & Medical Facilities
D02	Dams (<i>Earth; Rock</i>); Dikes; Levees	H10	Hotels; Motels
D03	Desalinization (<i>Process & Facilities</i>)	H11	Housing (<i>Residential, Multi-Family; Apartments; Condominiums</i>)
D04	Design-Build - Preparation of Requests for Proposals	H12	Hydraulics & Pneumatics
D05	Digital Elevation and Terrain Model Development	H13	Hydrographic Surveying
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (*Profile Codes continued*)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage	R01	Radar; Sonar; Radio & Radar Telescopes
J01	Judicial and Courtroom Facilities	R02	Radio Frequency Systems & Shieldings
L01	Laboratories; Medical Research Facilities	R03	Railroad; Rapid Transit
L02	Land Surveying	R04	Recreation Facilities (Parks, Marinas, Etc.)
L03	Landscape Architecture	R05	Refrigeration Plants/Systems
L04	Libraries; Museums; Galleries	R06	Rehabilitation (Buildings; Structures; Facilities)
L05	Lighting (Interior; Display; Theater, Etc.)	R07	Remote Sensing
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R08	Research Facilities
M01	Mapping Location/Addressing Systems	R09	Resources Recovery; Recycling
M02	Materials Handling Systems; Conveyors; Sorters	R10	Risk Analysis
M03	Metallurgy	R11	Rivers; Canals; Waterways; Flood Control
M04	Microclimatology; Tropical Engineering	R12	Roofing
M05	Military Design Standards	S01	Safety Engineering; Accident Studies; OSHA Studies
M06	Mining & Mineralogy	S02	Security Systems; Intruder & Smoke Detection
M07	Missile Facilities (Silos; Fuels; Transport)	S03	Seismic Designs & Studies
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
P01	Petroleum Exploration; Refining	S11	Sustainable Design
P02	Petroleum and Fuel (Storage and Distribution)	S12	Swimming Pools
P03	Photogrammetry	S13	Storm Water Handling & Facilities
P04	Pipelines (Cross-Country - Liquid & Gas)	T01	Telephone Systems (<i>Rural; Mobile; Intercom, Etc.</i>)
P05	Planning (Community, Regional, Areawide and State)	T02	Testing & Inspection Services
P06	Planning (Site, Installation, and Project)	T03	Traffic & Transportation Engineering
P07	Plumbing & Piping Design	T04	Topographic Surveying and Mapping
P08	Prisons & Correctional Facilities	T05	Towers (<i>Self-Supporting & Guyed Systems</i>)
		T06	Tunnels & Subways

List of Experience Categories (*Profile Codes continued*)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals; Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis; Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources; Hydrology; Ground Water
W03	Water Supply; Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

5. NAME OF FIRM

6. TELEPHONE NUMBER

7. FAX NUMBER

8. E-MAIL ADDRESS

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM

15. FIRM NAME AND LOCATION *(City and State)*16. EDUCATION *(Degree and Specialization)*17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)***19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

a. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

b. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

c. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

d. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>

e. (3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER
21. TITLE AND LOCATION <i>(City and State)</i>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

33. NAME AND TITLE

EXHIBIT ID

FL-15 INSTRUCTIONS TO OFFERORS (01/07)

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1. EXPLANATION TO PROSPECTIVE OFFERORS

Any prospective Offeror desiring an explanation or interpretation of the solicitation, drawings, specifications, etc., must request it in writing soon enough to allow a reply to reach all prospective Offerors before the submission of their offers. Oral explanations or instructions given before the award of the subcontract will not be binding. Any information given to a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective Offerors.

2. SUBMISSION OF OFFERS

- Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation and (2) showing the time specified for receipt, the solicitation number, and the name and address of the Offeror.
- Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice, if that notice is received by the time specified for receipt of offers.
- Facsimile offers, modifications or withdrawals will be considered.
- Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to Fermilab and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

3. LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS

- Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it –
 - Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - Was sent by mail or, if authorized by the solicitation, was sent by telegram or via facsimile and it is determined by Fermilab that the late receipt was due solely to mishandling by Fermilab after receipt at Fermilab.
 - Was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
 - Is the only proposal received.
- Any modification of a proposal or quotation, except a modification resulting from Fermilab's request for "best and final" offer, is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) above.

(c) A modification resulting from Fermilab's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by Fermilab after receipt at Fermilab.

(d) The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, quotation, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, Offerors or quoters should request the postal clerks to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at Fermilab is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (d) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, Offerors or quoters should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) above, a late modification of an otherwise successful proposal that makes its terms more favorable to Fermilab will be considered at any time it is received and may be accepted.

(h) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. 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 entitled "Facsimile Proposals." Proposals may be withdrawn in person by an Offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

4. AWARD

- Fermilab will award a subcontract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be most advantageous to Fermilab, cost or price and other factors, specified elsewhere in this solicitation, considered.
- Fermilab may (1) reject any or all offers, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.
- Fermilab may award a subcontract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Offeror's best terms from a cost or price and technical standpoint.
- Fermilab may accept any item or group of items of an offer, unless the Offeror qualifies the offer by specific limitations. *Unless otherwise provided in the solicitation, offers may be*

submitted for quantities less than those specified. Fermilab 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 offer.

- (c) A written award or acceptance of offer mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer shall result in a binding subcontract without further action by either party. Before the offer's specified expiration time, Fermilab may accept an offer (or part of an offer, as provided in paragraph (d) above), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by Fermilab.
- (f) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting subcontract. However, if the resulting subcontract contains a clause providing for price reduction for defective cost or pricing data, the subcontract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.
- (g) Fermilab may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or subline items. An offer is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to Fermilab, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

5. PRIORITIES AND ALLOCATIONS DOMESTIC ENERGY SUPPLIES

A program or project under this purchase order may be determined to be eligible for priorities and allocations support as provided for by Section 101(c) of the Defense Production Act of 1950, as amended by the Energy Policy and Conservation Act (Pub. L. 94-163, 42 U.S.C. 6201 *et seq.*) if it is determined that its purpose is to maximize domestic energy supplies. Eligibility is dependent on an executive decision on a case-by-case basis with the decision being jointly made by the Department of Energy and Commerce.

DOE regulations regarding material allocation and priority performance under contracts or orders to maximize domestic energy supplies can be found at Part 216 of Title 10 of the Code of Federal Regulations (10 CFR Part 216).

Additional guidance is provided by DOE Publication MA-0192, "Priorities and Allocations Support for Energy: Keeping Energy Programs on Schedule," dated August 1985, as it may from time to time be revised. Copies may be obtained by written request to: Department of Energy, Office of Scientific and Technical Information (OSTI), Post Office Box 62, Oak Ridge, Tennessee 37830.

6. RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors or quoters who include in their proposals or quotations data that they do not want disclosed to the public for any purpose or used by Fermilab except for evaluation purposes, shall -

- (a) Mark the title page with the following legend:
"This proposal or quotation includes data that shall not be disclosed outside Fermilab and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal or quotation. If, however, a subcontract is awarded to this Offeror or quoter as a result of - or in connection with - the submission of this data, Fermilab shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting subcontract. This restriction does not limit Fermilab'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

- (b) 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 or quotation."

7. ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS

- (a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- (b) Offerors shall acknowledge receipt of any amendment to this solicitation by
 - (1) signing and returning the amendment,
 - (2) identifying the amendment number and date in the space provided for this purpose on FL-6,
 - (3) letter or telegram, or
 - (4) facsimile, if facsimile offers are authorized in the solicitation. Fermilab must receive the acknowledgement by the time and at the place specified for receipt of offers.

8. FACSIMILE OFFERS

- (a) Definition. "Facsimile offer," as used in this solicitation, means an offer, modification of an offer or withdrawal of an offer that is transmitted to and received by the Fermilab via electronic equipment that communicates and reproduces both printed and handwritten material.
- (b) Facsimile offers may be submitted in response to this solicitation. Facsimile offers must be received at the place, and prior to the time, specified in the solicitation for the submission of offers.
- (c) Facsimile offers that fail to furnish required representations or information or that reject any of the terms, conditions, and provisions of the solicitation may be excluded from consideration.
- (d) Facsimile offers must contain the required signatures. The Offeror agrees that its facsimile signature has the same force and effect as a handwritten signature on an original document and fully signifies its intent to contract in accordance with the facsimile offer.
- (e) Fermilab reserves the right to make award solely on the facsimile offer. However, Offerors shall promptly submit the complete original signed offer, but in no event later than five (5) working days following Fermilab's request.
- (f) The Offeror's failure to make timely submission of the original, signed, offer in accordance with paragraph (e) of this provision may render the offer ineligible for award.
- (g) Facsimile receiving data and compatibility characteristics are as follows:
 - (1) Telephone number of receiving facsimile equipment:
(630) 840-2457 PURCHASING DEPT.
(630) 840-2907 CONTRACTS DEPT.
 - (2) Compatibility characteristics of receiving electronic equipment:
OMNIFAX MODEL 9S, 9600 BPS
- (h) If the Offeror chooses to transmit a facsimile offer, Fermilab will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer including, but not limited to, the following:
 - (1) Receipt of illegible, garbled or incomplete offer.
 - (2) Availability (or condition) of the receiving electronic equipment.
 - (3) Incompatibility between the sending and receiving equipment.
 - (4) Delay in transmission or receipt of offer.
 - (5) Failure of the Offeror to properly identify the offer.
 - (6) Fermilab shall not be responsible for physical security of a facsimile offer prior to receipt of the offer.

EXHIBIT IIA
OFFEROR'S PROPOSAL FORM

EXHIBIT II - A
OFFEROR'S PROPOSAL FORM
for
PIP-II STAFF AUGMENTATION (SA) SUPPORT SERVICES

NAME AND ADDRESS OF OFFEROR *(Type or Print):*

_____ *(Street)*

_____ *(City) (State) (Zip Code)*

By _____ *(Signature in Ink)*

_____ *(Type or Print Name and Title)*

Telephone Number: _____

E-mail Address: _____

Date: _____

CHECK THE APPROPRIATE BOX:

- | | |
|---|---|
| <input type="checkbox"/> INDIVIDUAL | <input type="checkbox"/> PARTNERSHIP |
| <input type="checkbox"/> CORPORATION | <input type="checkbox"/> JOINT VENTURE |

INCORPORATED UNDER STATE OF _____

PROMPT PAYMENT TERMS _____

PIP-II STAFF AUGMENTATION (SA) SUPPORT SERVICES

OFFEROR'S PROPOSAL

1. Special Note

This solicitation is for Staff Augmentation Professional Services that are delineated in the Statement Work at Exhibit J.

2. General Requirements

a. The Offeror's written proposals shall be submitted to the Procurement Specialist at the email FRA address listed. Paper copy proposals will not be accepted. **Note: The e-mail file size limit is 25mb. If your file exceeds the size limit, please use a zip file or send proposal in multiple emails.**

1. Describe your firm's background, local and national number years in the architectural and engineering service business.
(You must use SF-330 Form for this information.)
2. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired. Elaborate artwork, visual and other presentation aids are neither necessary nor wanted.

c. Price proposals will be due when and only if FRA requests them from an Offeror.

3. **FULLY LOADED/BURDENED DIRECT LABOR RATES: (This information will be included in the Price Proposal if a Price Proposal is requested by FRA)**

- a. The hourly rate shall include all direct costs and overhead and profit including but not limited to: base salary, local office overhead and profit.
- b. Hourly rates shall be assembled in a logical matrix that includes the cost related to its classification.
- c. Where rates for the same classification differ for consultant design firms list separately.

NOTE: Fully Loaded/Burdened Direct Labor Rate's Form

The A&E Subcontractor may substitute their hourly rate schedules for the below table to include individual classifications. Include the hourly billing rate for each classification provided for your company, and for *all sub-tiers*. Please include discounts, if any, for personnel stationed on site at Fermilab.

Fully Loaded/Burdened Direct Labor Rates

CLASSIFICATION	CY2023
Senior Associate Resident Engineer	
Senior Resident Engineer	
Resident Engineer	
Senior Construction Coordinator	
Construction Coordinator	
Safety Coordinator	
Administration	

EXHIBIT IIB
SUBMISSION REQUIREMENTS

EXHIBIT II B SUBMISSION REQUIREMENTS

In order to be considered for an award, the following Submission Requirements or Qualification Criteria are the minimum submission requirements for consideration of an Offeror's proposal. Documentation, as requested below, must accompany the response to this solicitation.

SUBMISSION REQUIREMENTS	YES	NO	*DOCUMENT REFERENCE
1. Technical Proposal with completed SF-330 Architect-Engineer Qualifications			
2. Proposal Certifications, Form PUR-466			
3. Subcontractor Annual Representations & Certifications (SARC)			
4. FL-11 Organizational Conflict of Interest (OCI) Certification			
5. Small Business Subcontracting Plan (if large business)			
6. Offeror's Proposal Form			

*Note: Offerors must state in the "Document Reference" column where the support documentation is located in the Offeror's proposal. Additionally, parties of a joint venture or teaming arrangement will be evaluated in the aggregate.

EXHIBIT IIC
MANDATORY TECHNICAL REQUIREMENTS

EXHIBIT II C MANDATORY TECHNICAL REQUIREMENTS

In order to be considered for an award, the following Mandatory Technical Requirements are “go/no-go” criteria, which depict minimum requirements for consideration of an Offeror’s proposal. **A Proposal that fails to meet one or more of the Mandatory Technical Requirements will not be evaluated further for selection.** This form must accompany the response to this solicitation.

Go/NO-GO CRITERIA	*DOCUMENT REFERENCE
1. Office within 50 miles of Fermilab	
2. Minimum of three (3) Illinois Licensed professionals in good standing (Architect, PE or SE are acceptable)	
3. Submittal of Corporate ES&H Plan that meets criteria described in in the RFP	
4. Submittal of Corporate Quality Assurance Plan that meets criteria described in the RFP	

*Note: Offerors must state in the “Document Reference” column where the support documentation is located in the Offeror’s proposal. Additionally, parties of a joint venture or teaming arrangement will be evaluated in the aggregate.

EXHIBIT III

SAMPLE SUBCONTRACT

**STAFF AUGMENTATION (SA) SUPPORT SERVICES FOR THE
PROTON IMPROVEMENT PLAN II PROJECT (PIP-II)**

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SAMPLE
Subcontract Number *TBD*

For Staff Augmentation (SA) Support Services for the
Proton Improvement Plan II Project (PIP-II)
Between FRA and Subcontractor

A1. Identification of Parties

This Subcontract is between Fermi Research Alliance, LLC (“FRA”) and the party identified below as the Subcontractor (“Subcontractor”).

A2. Subcontract Issued Under Prime Contract

This Subcontract is issued under Prime Contract No. DE-AC02-07CH11359 between the United States Government (“Government”), represented by the Department of Energy (“DOE”), and FRA for the management and operation of the Fermi National Accelerator Laboratory (“FNAL or Fermilab”) and the performance of research and development work.

A3. Relationships

Nothing in this Subcontract shall be deemed as creating any relationship between FRA and Subcontractor other than that of contractor and subcontractor or buyer and seller. Subcontractor shall not interpret any clause contained herein as being binding or purporting to bind the United States Government, its officers, or its agents.

A4. General Purpose of the Subcontract

The general purpose of this Subcontract is to provide the personnel, facilities, equipment, materials, and supplies necessary to perform Staff Augmentation (SA) support services required for the procurement, and construction of the conventional facilities portion of the PIP-II project at Fermilab in Batavia, IL.

The subcontractor’s services will include all normal and customary professional services required of a qualified, firm and its sub-tier subcontractors to complete the various tasks in accordance with FRA’s requirements as outlined herein, as well as applicable portions of the U.S. Department of Energy (DOE) and the State of Illinois codes, orders, and regulations as incorporated into contract No. DE-AC02-07CH11359 between the U.S. Department of Energy and FRA.

A.5 Period of Performance

The base period of performance of this Subcontract is effective on *TBD* and shall continue through *TBD*.

A6. Order of Precedence

Any inconsistency in this Subcontract shall be resolved by giving precedence in the following order: Section A, B, D, E, F, G, H, I, C, J.

A7. Agreement

The parties agree to perform their respective obligations in accordance with the sections, terms and conditions, the documents referenced or incorporated herein, which constitute the entire Subcontract and shall supersede all prior negotiations, representations, or agreements, whether verbal or written.

A8. Signature

The parties have caused this Subcontract to be executed by their duly authorized agents by their signatures below.

Subcontractor

TBD

Fermi Research Alliance, LLC (FRA)

Signature:

Signature:

Name:

Name

Title:

Title:

Date:

Date:

Section B - Supplies or Services and Prices

B1. Prices

The Subcontractor shall provide the services through firm-fixed price (FFP) task orders, which are based on the fixed hourly labor rates shown in Attachment J-7.

B2. Firm Fixed Prices (FFP)

The Firm Fixed Price of the tasks are not subject to any adjustment by Subcontractor. Only the FRA Procurement Specialist is authorized to change the Firm Fixed Prices.

B3. Indefinite Delivery / Indefinite Quantity (IDIQ)

B3.1 Indefinite Delivery / Indefinite Quantity (IDIQ) [Reference: FAR 52.216-22]

a. This is an indefinite-delivery / indefinite-quantity Subcontract for the supplies and services specified in the Subcontract. The effective period is stated in the Subcontract. The quantities of supplies and services specified in the Subcontract are estimates only and are not purchased by this Subcontract.

b. Delivery or performance shall be made only as authorized by task orders issued in accordance with the Ordering clause. The Subcontractor shall furnish to FRA, when and if ordered, the supplies and services specified in the Subcontract in accordance with the Ordering Limitations clause. FRA shall order at least the quantity of supplies and services designated in the Subcontract as the "minimum."

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

d. Any task order issued during the effective period of this Subcontract and not completed within that period shall be completed by the Subcontractor within the time specified in the task order. The Subcontract shall govern the Subcontractor's and FRA's rights and obligations with respect to that task order to the same extent as if the task order were completed during the Subcontract's effective period; provided that the Subcontractor shall not be required to make any deliveries or perform any supplies and services under this Subcontract more than 30 days after the end of the Subcontract's effective period.

B3.2 Ordering [Reference: FAR 52.216-18]

a. Any supplies and services to be furnished under this Subcontract shall be ordered by issuance of task orders. Such task orders may be issued during the effective period stated in the Subcontract.

b. All task orders are subject to the terms and conditions of this Subcontract. In the event of conflict between a task order and this Subcontract, the Subcontract shall control.

c. Task orders may be issued by electronic commerce methods. Task orders may be issued orally only by the FRA Procurement Specialist. If mailed, a task order is considered "issued" when FRA deposits the task order in the mail.

The number of Task Orders to be awarded under this Subcontract will depend upon the availability of funding and the guidelines as established by Attachment J-2 - Statement of Work. This Subcontract has a

minimum guaranteed value of \$10,000.00 and a maximum total value of \$4,900,000.00, but not a minimum or maximum number of Task Orders. FRA currently anticipates that task orders will be fully funded at the time of issuing a task order. If full funding is not available at the time of issuing a specific task order, it will be incrementally funded.

This is a single award IDIQ Subcontract. The Subcontractor with an IDIQ Subcontract for SA Support Services shall submit a proposal for each Task Order that indicates the scope of the task, a breakdown of the disciplines, sub-tier consultants and related work as well as the costs needed to accomplish the work described. These proposals will be in response to the request for proposal (RFP) provided by FRA. Subcontractors shall propose a firm fixed price for a Task Order, including proposed hours for each direct labor classification using the direct labor rates in Attachment J-7, which form the basis for the FFP for the Task Order.

Attachment J7 – Subcontractor Fully Loaded/Burdened Direct Labor Rates Economic Price Adjustment

Hourly billing rates listed are effective through TBD 2024. Hourly billing rates will be unilaterally adjusted annually with new rates to take effect on TBD date of subsequent years of the Subcontract. Increases to hourly billing rates will be based on the percentage increase in salary for a Civil Engineer as listed on the Occupational Information Network (O*NET) for civil engineers in Chicago-Naperville-Elgin, IL-IN-WI (17-2051.00) . The current salary of \$98,680 listed on O*NET will be used as a baseline and is how FRA will calculate an increase in labor rates in out years.

The rate in out years will be calculated by the following formula:

*New rate = (Current O*NET rate/\$98,680) * 2023 Rate.*

*For example, if the 2023 rate negotiated on the subcontract is \$100/hour, and the O*NET rate at the time of the 2024 update is \$100,000, then the 2024 rate that will be incorporated into the IDIQ will be:*

*2024 rate = (\$100,000/\$98,680) * \$100 = \$101.34/hr.*

IDIQ Task Orders will be awarded on a firm fixed price basis in accordance with Ordering Clause B3.2.

Reporting Requirements. (See Statement of Work)

Subcontractor Certified Cost or Pricing Data [Reference FAR 52.215-12]

The submission of cost or pricing data is required for the total value of the IDIQ.

B3.3 Ordering Limitations

- a. The total maximum Subcontract value, defined as the sum of Subcontractor payment streams associated with all task orders against this IDIQ Subcontract, shall not exceed the amount stated in the Subcontract.
- b. The minimum guaranteed task order(s) value for this IDIQ Subcontract award is stated in the Subcontract, provided that the subcontractor can demonstrate it has exercised due diligence and made its best efforts to secure an order.
- c. Other than the minimum guaranteed Subcontract value, FRA has no obligation to issue task orders under this IDIQ Subcontract and all task orders are subject to the availability of funding.

B3.4 Requirements for Subcontractor's Proposal for a Task Order

FRA will issue a Request for Proposal (RFP) for each task order falling within the scope of this IDIQ Subcontract. The Subcontractor is responsible for the cost of preparing a proposal for a task order in the form and with the content specified in the RFP.

Section C - Description of Work

C1. Standards of Performance

The Subcontractor shall perform the work under this Subcontract by using its best efforts and know-how and its performance shall be accomplished in a workmanlike manner by qualified, careful and efficient personnel, in accordance with professional standards of care.

C2. Technical Reports

The Subcontractor shall prepare and submit to the Procurement Specialist and/or distribute, as directed by the Procurement Specialist, such reports concerning technical aspects of work under this Subcontract, in such quantity and form (including detail) and at such times, as may be specified in this subcontract, or as may otherwise be specified by the Procurement Specialist.

C.3 Conduct of Employees

The Subcontractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. The Subcontractor shall immediately remove from the work under this Subcontract any employee of the Subcontractor who, in the sole discretion of FRA, is found to be unsatisfactory in technical performance or personal conduct.

C4. Statement of Work

The Subcontractor shall perform the work in accordance with the Statement of Work at Attachment J-2.

C4.1 Statement of Work Task Order 01

The Subcontractor shall, as may be requested by FRA from time to time, furnish all materials, personal, facilities, support, and management necessary to provide Staff Augmentation under Task Order (s) placed against this subcontract, in accordance with FRA Statement of Work entitled: Staff Augmentation Support Services (Task 01) Proton Improvement Plan II Project, dated 07/11/2022, Revision 0, attached hereto and hereby made a part of this Subcontract, under Attachment J-3.

Section D - Packaging and Marking

D1. Packaging and Marking

Unless otherwise stated in the Subcontract, the Subcontractor shall adequately package and mark all material, drawings, or other items required under this Subcontract to prevent damage during shipment to FRA.

Section E - Inspection and Acceptance

E1. Inspection and Acceptance

Inspection and acceptance shall be in accordance with the Statement of Work at Attachment J-2 and applicable clauses per Section I.

Section F - Deliveries or Periods of Performance

F1. Deliveries or periods of performance shall be in accordance with the task orders.

Section G - Subcontract Administration Data

G1. Subcontract Administration

a. FRA's Procurement Specialist for this Subcontract is shown below. The Procurement Specialist or their designate is the only person authorized to make changes in the terms, conditions and requirements of this Subcontract or make modifications to this Subcontract including changes or modifications to the Statement of Work. The Subcontractor shall direct all notices and requests for approval required by this Subcontract to the Procurement Specialist at the following address:

FRA Procurement Specialist
Attention: **Sandra T. Efstathiou**
Email: **sandraef@fnal.gov**
Phone: **(630) 840-5784**

b. Any notices and approvals required by this Subcontract from FRA to the Subcontractor shall be issued by the FRA Procurement Specialist.

c. FRA's Technical Representative for this Subcontract is shown below. The Technical Representative is the person designated to monitor the Subcontract work and to interpret and clarify the technical requirements of the Statement of Work. The Technical Representative is not authorized to make changes to the work or modify any of the terms and conditions, including the schedule and the pricing of this Subcontract.

FRA Technical Representative
Attention: **Steve Dixon**
Email: **steveo@fnal.gov**
Phone: **(630) 840-8501**
Fermi Research Alliance, LLC
Kirk Road & Wilson Street
P.O. Box 500 – Mail Station 214
Batavia, IL 60510-0500

d. Unless otherwise stated in the Subcontract, reports required by the Subcontract shall be separately submitted to the FRA Procurement Specialist and the FRA Technical Representative. Unless otherwise stated in the Subcontract, the reports shall be submitted by email.

G2. Notification of Potential Changes

The Subcontractor shall provide notification to FRA of potential changes to this subcontract (including Task Orders). The primary purpose of this clause is to obtain prompt reporting by the Subcontractor of circumstances or FRA actions that the Subcontractor considers to constitute a change to this Subcontract. The Subcontractor shall notify the FRA Procurement Specialist in writing of any actions, inactions, or communications by FRA that the Subcontractor regards as a potential change to the Subcontract. This notice requirement does not apply to formal change orders identified as such in writing and signed by the FRA Procurement Specialist pursuant to the Subcontract's Changes clause. The Subcontractor shall provide the notice promptly, but no later than ten calendar days from the date that the Subcontractor identifies the potential change. Based on the most accurate information available to the Subcontractor, the notice shall state:

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each FRA individual and Subcontractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose; and
- (5) The elements of Subcontract performance for which the Subcontractor may seek an equitable adjustment under this clause.

G3. Invoices

All invoices shall be emailed to apinvoices@fnal.gov and to the Procurement Specialist sandraef@fnal.gov. The subject line of the email shall state the Subcontractor's name and the Subcontract number.

If the Subcontractor is unable to submit an invoice by email, it may submit the invoice to the following address:

FRA Accounts Payable
Fermi National Accelerator Laboratory
P.O. Box 500 – Mail Station 112
Batavia, IL 60510

G3.1 General Invoice Requirements

Invoices shall be sent electronically to apinvoices@fnal.gov.

Invoices shall contain the following information:

1. Subcontractor name as stated in the Subcontract
2. Remittance address
3. Telephone number and/or email address of person requesting payment
4. Subcontractor's statement that the invoice is correct
5. FRA purchase order/subcontract number
6. Invoice number
7. Invoice date
8. Total invoice amount
9. Description, price, and quantity of materials, property, or services delivered or completed
10. For services: a detailed description of services provided and dates of service

11. For goods received: date shipped or date of delivery
12. Payment terms
13. Shipping terms and required documentation. A copy of pre-paid freight bill is required if charge is \$250 or more.
14. Other documentation as required by the Subcontract

G5. Payment Schedule

a. FRA shall pay the Subcontractor, upon the submission of proper invoices in accordance with any requirements from the clauses referenced in Section I, the prices stipulated in this Subcontract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this Subcontract.

G6. Closeout

The Subcontractor shall, as a condition of full payment, assist FRA after the completion of the work in accomplishing the administrative closeout of this Subcontract, including, as necessary or required, the furnishing of documentation and reports, the disposition of property, the disclosure of any inventions, the execution of any required assignment or release documents, the performance of any audits, and the settlement of any interim or disallowed costs.

H - Special Subcontract Requirements

H1. Small Business Subcontracting Plan

The Subcontractor's Small Business Subcontracting Plan is incorporated at Attachment J-4.

H2 FRA Furnished U.S. Government Property

The following facilities, material, and equipment will be supplied by FRA for use under this Subcontract and are the property of the United States Government. The items listed will be utilized solely for the purpose for which they are intended under this Subcontract.

1. Identification cards
2. Office space on-site at Fermilab
3. Keys

H3. Disposition of U.S. Government Property

All FRA furnished U.S. Government Property shall be identified, utilized, accounted for, and protected in accordance with the property clause(s) in the Subcontract, as listed in Attachment J-1. Disposition of such property shall be as directed by the FRA Procurement Specialist. For such property, the Subcontractor shall submit, upon request, a completed Final Property Certification form, as incorporated herein or provided, conforming the property disposition.

H4. Insurance

The insurance requirements for this Subcontract are as shown in Attachment J-5.

H5. Sub-Tier Subcontractors and Outside Associates and Consultants

Sub-tier subcontractors and outside associates or consultants required by the Subcontractor in providing the services covered this Subcontract shall be limited to individuals or firms that are listed in Attachment J-8. The Subcontractor shall obtain the FRA Procurement Specialist's written consent before making any substitution for these sub-tier subcontractors, associates, or consultants after the award of the Subcontract.

H6. Responsibilities of Subcontractor

RESPONSIBILITY FOR PROFESSIONAL SERVICES: The Subcontractor is responsible for the professional quality, technical accuracy, and coordination of all designs, drawings, specifications, and other services furnished by it under this Subcontract.

The Subcontractor warrants that it shall perform its services in accordance with the standards of care and diligence normally practiced by recognized firms in performing services of a similar nature.

The Subcontractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

The Subcontractor will be required to design/engineer the work under this Subcontract in accordance with recognized architectural and engineering practice and will comply with the applicable portions of the U.S. Department of Energy and the State of Illinois codes, orders and regulations as incorporated into contract No. DE-AC02-07CH11359 between the U.S. Department of Energy and Fermi Research Alliance, LLC.

Work Oversight in Architect-Engineer Contracts. The extent and character of the work to be done by the Subcontract shall be subject to the general oversight, supervision, direction, control, and approval of the FRA cognizant personnel.

H7. Key Personnel

It is understood and agreed that the Subcontractor's key personnel designated below are considered essential to the work being performed hereunder and shall not be reassigned or replaced without prior FRA approval, except where such circumstances are beyond the reasonable control of the Subcontractor. The Subcontractor shall notify the FRA Procurement Specialist 30 days in advance and shall submit justification (including proposed substitutions with resumes) to permit evaluation of the impact on the performance of this Subcontract.

NAME
TBD

TITLE
TBD

H8. Supervision

FRA employees shall not direct or supervise Subcontractor's employees, either directly or indirectly. The Subcontractor is solely responsible for directing and supervising its employees.

H9. Additional Requirements

Subcontractor compliance with all the orders, regulations, plans, manuals, and other directives listed in the Statement of Work and in the Incorporated Documents is a material term of this Subcontract.

52.216-4 for economic price adjustment

Section I - Subcontract Clauses

I1. General Clauses

The general terms and conditions for this Subcontract are as listed in Attachment J-1. The clauses listed in those Attachments shall be applicable to this Subcontract as stated therein based on the value of the Subcontract, the status of the Subcontractor, and the nature and location of the work. The Subcontractor shall flow down to sub-tier subcontractors the clauses as specified in those Attachments.

Section J - List of Documents, Exhibits, and Other Attachments

J1. Incorporated Documents

The following documents are incorporated as a part of this Subcontract.

Number	Description/Title	Revision and/or Date
J-1	FRA General Terms and Conditions for Services	06/2022
J-2	Statement of Work, Staff Augmentation Support Services, Proton Improvement Plan II Project	07/11/2022
J-3	Statement of Work, Task 01, Staff Augmentation Support Services, Proton Improvement Plan II Project	07/11/2022
J-4	Small Business Subcontracting Plan	TBD
J-5	Insurance Requirements for Professional Services	06/2022
J-6	Subcontractor Corporate Quality Control Plan	TBD
J-7	Subcontractor Fully Loaded/Burdened Direct Labor Rates	TBD
J-8	Sub-Tier Subcontractors and Outside Associates and Consultants	TBD
J-9	Subcontractor Annual Representations & Certifications (SARC)	Rev. 3, 04/08/2022

EXHIBIT J-1

FRA GENERAL TERMS AND CONDITIONS FOR SERVICES (06/2022)

**FERMI RESEARCH ALLIANCE, LLC
GENERAL TERMS AND CONDITIONS FOR SERVICES**

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CLAUSE 1 - GENERAL PROVISIONS

1.1 DEFINITIONS

As used throughout this Subcontract, the following terms have the meanings set forth below:

“CFR” means the Code of Federal Regulations.

“Commercial product,” “commercial service,” and “commercially available off-the-shelf (COTS) item” have the meanings contained in Federal Acquisition Regulation, FAR, 2.101, Definitions.

“DEAR” means the Department of Energy Acquisition Regulation.

“DOE” means the United States Department of Energy or any duly authorized representative thereof.

“FRA” means Fermi Research Alliance, LLC, acting as operator and manager of the Fermi National Accelerator Laboratory under United States Department of Energy Prime Contract No. DE-AC02-07CH11359, and includes any successor to that Prime Contract or any duly authorized representatives thereof. FRA is the contracting entity for this Subcontract.

“FAR” means the Federal Acquisition Regulation.

“Fermilab” means the physical site and property that is the Fermi National Accelerator Laboratory.

“FRA Procurement Representative” shall mean the person in charge of administering this Subcontract for FRA or his or her written designee.

“Government” means the Government of the United States acting through the United States Department of Energy or its successor.

“Subcontract” means this Subcontract between FRA and the Subcontractor. “Sub-subcontracts” means the Subcontractor’s subcontracts. Except as otherwise provided in this Subcontract, “sub-subcontracts” includes purchase orders under this Subcontract.

“Subcontractor” means the party that has entered into this Subcontract with FRA. The lower case “subcontractor” means sub-subcontractors.

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

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

When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in 1.1 applies.

1.2 SCOPE OF SUBCONTRACT (SERVICES)

The scope of this Subcontract is to provide services as set forth in the Subcontract, Statement of Work, and incorporated documents.

This Subcontract is entered into under FRA's Prime Contract No. DE-AC02-07CH11359 with DOE for the operation and management of the Fermi National Accelerator Laboratory.

1.3 INDEPENDENT CONTRACTOR

The Subcontractor is, and shall act as, an independent Subcontractor and the Subcontractor shall not be or act as the agent, employee or servant of FRA or the Government. Without limiting the generality of the foregoing, it is understood and agreed that:

- (a) All persons employed by the Subcontractor in the performance of this agreement shall be employees of the Subcontractor and not employees of FRA or the Government,
- (b) This Subcontract does not create a joint employer relationship for FRA or the Government; and
- (c) The Subcontractor shall not enter into any contract with a third party which purports to obligate or bind FRA or the Government.

1.4 ASSIGNMENT

Neither this Subcontract nor any interest therein nor claim thereunder shall be assigned or transferred by the Subcontractor except as expressly authorized in writing by FRA. Subcontractor shall inform FRA of the transfer of Seller's assets, rights, obligations and/or liabilities under this Agreement to a separate legal entity and submit written proof of such transfer. Subcontractor also shall inform FRA of a corporate name change and submit documents as proof of such a change. The parties must enter into and execute a Novation Agreement or Name Change Agreement for assignment by Subcontractor to be effective. FRA may assign, without Subcontractor's consent, the whole or any part of this Subcontract to the Government or its designee or to a successor contractor for operation and management of the Fermi National Accelerator Laboratory, and in such event this Subcontract shall continue in full force and effect.

1.5 ACCEPTANCE OF SUBCONTRACT

The Subcontractor's written acceptance of this Subcontract or the performance of any portion of this Subcontract shall constitute the Subcontractor's unqualified acceptance of this Subcontract and all the Subcontract's terms and conditions. Any alterations made to the documents comprising this Subcontract or any conditions imposed by the Subcontractor upon its written acceptance of this Subcontract are not accepted, shall only constitute a proposal for modification of the Subcontract, and shall have no effect on the validity or the Subcontractor's acceptance of this Subcontract and its terms and conditions, anything to the contrary notwithstanding.

1.6 TIME IS OF THE ESSENCE

Subcontractor acknowledges and agrees that time is of the essence in the performance of the work required by the Subcontract.

CLAUSE 2 - PAYMENT (SERVICES)

Once each month (or at more frequent intervals, if approved by FRA in writing), the Subcontractor may submit to FRA invoices or vouchers in such form and detail and supported by such documents as provided below. Within 30 days after receipt of each invoice or voucher FRA shall, subject to the provisions of this Subcontract, make payment thereon as approved by FRA. FRA shall have the right, in the event of a breach by Subcontractor of any provision of this Subcontract, to withhold amounts for losses or damages resulting or threatened as a result of such breach, provided any amounts not in dispute are timely paid. Subcontractor shall not stop, slow or suspend performance of its services on account of a good faith dispute between FRA and Subcontractor as to the appropriate sum due and payable to Subcontractor under this Subcontract.

In connection with any discount offered, time will be computed from the date of completion of the performance of the services or from the date the correct invoice or voucher is received at the office specified by FRA, whichever is later. Payment is made, for discount purposes, when the check is mailed.

At any time prior to final settlement under this Subcontract, representatives of FRA or its designees will have access to and the right to audit Subcontractor's invoices, vouchers, statement of cost, books and records to determine the correctness and propriety of payments made under this Subcontract. Each payment theretofore made shall be subject to adjustment for amounts included in the related invoice or voucher on the basis of such audit. Any payment may be reduced for overpayments, or increased for under payments, on preceding invoices or vouchers. The Subcontractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Subcontractor or any assignee under this Subcontract shall be paid by the Subcontractor to FRA, to the extent that they are properly allocable to costs for which the Subcontractor has been reimbursed by FRA under this Subcontract. Reasonable expenses incurred by the Subcontractor for the purpose of securing such refunds, rebates, credits, or other amounts shall be allowable costs hereunder when approved by FRA.

Claims for payment shall be accompanied by such supporting documents and justification as FRA shall require and shall be made in writing to FRA within thirty (30) days' of discovering the claim.

Subcontractor shall maintain detailed, complete, and accurate accounting records satisfactory to FRA.

CLAUSE 3 - STANDARD OF PERFORMANCE (SERVICES)

Subcontractor shall perform the services in a professional, skillful and competent manner in accordance with the standards of care and quality practiced by reputable and recognized subcontractors with national experience in performing similar services for projects of similar size, scope and complexity in a similar location.

CLAUSE 4 - LICENSES AND PERMITS

The Subcontractor shall maintain all applicable licenses and permits in good standing with the appropriate jurisdiction or governing body throughout the term of this Subcontract. Subcontractor shall immediately notify FRA of any change in the good standing status of its licenses or permits. Failure by the Subcontractor to maintain applicable licenses in good standing or permits is cause for immediate termination of this Subcontract by FRA.

CLAUSE 5 - CHANGES AND MODIFICATIONS

5.1 CHANGES (SERVICES)

FRA may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of the Subcontract, including changes:

- (a) In the description of services to be performed;
- (b) In the time of performance of services; or
- (c) In the place of performance of the services.

Except as provided in this clause, no order, statement, or conduct of FRA shall be treated as a change under this clause or entitle the Subcontractor to an equitable adjustment.

The Subcontractor must assert its right to an equitable adjustment under this clause, within 30 days after receipt of a written change order and submit a proposal for equitable adjustment supported by all documentation required by FRA to analyze the request. The Subcontractor shall perform the services in accordance with the changes ordered by FRA upon receipt of the written change order.

No claim by the Subcontractor for an equitable adjustment based on changes made by FRA shall be allowed if asserted after final payment under this Subcontract. Adjustments to Subcontract price and time for performance shall be memorialized in a Supplemental Agreement or Subcontract Modification. Each Supplemental Agreement or Subcontract Modification shall constitute a final settlement of all matters relating to the change in the work which is the subject of the change order, including but not limited to, all adjustments to the Subcontract price and time for performance, if any, included with that change order. No course of conduct or dealing between the parties, no express or implied acceptance of alterations or additions to the work and no claim that FRA has been unjustly enriched by an alteration or addition to the work, whether there is any unjust enrichment, shall be the basis of any claim for adjustment in compensation due the Subcontractor or in connection with the work or for adjustment in any time period provided for under the Subcontract. Moreover, the Subcontractor hereby waives and forfeits all claims that any work, services or other activities were performed pursuant to any contract or other agreement separate from the Subcontract. Subcontractor shall not receive any additional compensation or any adjustment in the Subcontract price or time of performance in connection with any work, services or other activities of the Subcontractor pertaining to the work unless such work, services or other activities is authorized in a change order or a written directive, as more specifically described in this section.

5.2 MODIFICATION PROPOSALS - PRICE BREAKDOWN

The Subcontractor, in connection with any proposal made for a Subcontract modification, shall furnish a price breakdown, itemized as required by FRA. Unless otherwise directed, the breakdown shall be in sufficient detail to permit an analysis of all material, labor, equipment, sub-subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for sub-subcontracts shall be supported by a similar price breakdown. In addition, if the proposal includes a time extension, a justification therefore shall also be furnished. The justification shall be furnished by the date specified by FRA.

When costs are a factor in any determination of a Subcontract price adjustment under any clause of this Subcontract, such costs shall be in accordance with the contract cost principles and procedures in Subpart 31.2 of the FAR and Subpart 931.2 of the DEAR in effect on the date of this subcontract.

CLAUSE 6 - INDEMNIFICATION AND LIABILITIES

6.1 INDEMNIFICATION

To the extent permitted by law, the Subcontractor shall indemnify and hold harmless FRA, The University of Chicago, Universities Research Association, Inc., and the United States Government, their officers, agents, servants, and employees from any and all liability for losses, expenses, damages, demands, and claims, and shall defend any claim, suit, or action brought against any or all of them based on any alleged personal injury or property damage, and shall pay any damages, costs, and expenses, including attorneys' fees, in connection with or resulting from such claim, suit, or action that arise in whole or in part from:

- (a) Subcontractor's breach of any term or provision of the subcontract documents, or
- (b) any negligent or willful act or omission of the Subcontractor, its employees, agents, of subcontractors, material suppliers, or anyone for whose acts they may be liable, regardless of whether such liability, claim, damage, loss, penalty, forfeiture, fine, or suit is caused in part by a party indemnified hereunder.

The obligations of the Subcontractor under this Clause regarding liability and indemnification will survive the final completion or termination of this Subcontract.

6.2 ASSUMPTION OF RISK UNTIL FINAL ACCEPTANCE

The Subcontractor assumes all risks and responsibility for damage to its work and materials from fire, earthquake, storm, or other causes prior to the completion and final acceptance of the work by FRA. The Subcontractor shall, at its own expense, repair and/or replace any work or materials damaged or destroyed. Subcontractor (i) acknowledges and agrees that operations will be ongoing at Fermilab during performance of the Subcontractor's work, and (ii) agrees to perform Subcontractor's work in such a manner so as to (a) not interfere with such operations or inconvenience FRA's employees or agents at Fermilab and (b) cooperate and coordinate the Subcontract work with others at Fermilab as directed by FRA.

6.3 THEFT

Necessary precautions for safeguarding material and equipment relating to this Subcontract or on the Fermilab site will be the responsibility of the Subcontractor. In addition, the Subcontractor shall immediately notify the FRA Procurement Representative of any theft, providing the following information:

Name and phone number of person making report.

Description of missing property; i.e., make and color (if available), model number, serial number and value. Indicate ownership, if Government, furnish Government Identification No.

Date and time theft took place or was discovered.

Date and time property was last known to be in proper place.

Any other information which might be pertinent.

6.4 WARRANTY (NON-PROFESSIONAL SERVICES)

(a) *Definitions. Acceptance*, as used in this clause, means the act of an authorized representative of FRA by which FRA or the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by FRA or any provision concerning the conclusiveness thereof, the Subcontractor warrants that all services performed under this Subcontract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. FRA shall give written notice of any defect or nonconformance to the Subcontractor that shall state either (1) that the Subcontractor shall correct or reperform any defective or nonconforming services, or (2) that FRA does not require correction or reperformance.

(c) If the Subcontractor is required to correct or reperform, it shall be at no cost to FRA or the Government, and any services corrected or reperformed by the Subcontractor shall be subject to this clause to the same extent as work initially performed. If the Subcontractor fails or refuses to correct or reperform, FRA may, by contract or otherwise, correct or replace with similar services and charge to the Subcontractor the cost occasioned to FRA or the Government thereby, or make an equitable adjustment in the Subcontract price.

(d) If FRA does not require correction or reperformance, FRA shall make an equitable adjustment in the Subcontract price.

CLAUSE 7 - TERMINATION AND NON-WAIVER OF DEFAULTS

7.1 TERMINATION

FRA may terminate this Subcontract in accordance with the FAR clauses relating to Termination for Convenience of the Government or Default that are incorporated by reference into these General Terms and Conditions, at the Clause titled, Special Government Flow Down Provisions.

In addition, FRA may terminate this Subcontract for any material default by the Subcontractor relating to any Subcontract article, clause, or requirement, including but not limited to the environmental, safety, and health requirements.

7.2 NON-WAIVER OF DEFAULTS

Any failure by FRA at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this Subcontract shall not constitute a waiver of such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of FRA at any time to avail itself of such remedies as it may have for any breach or breaches of such terms or conditions.

The rights and remedies of FRA in this clause are in addition to any other rights and remedies provided by law under this Subcontract.

CLAUSE 8 - LAWS AND REGULATIONS; DISPUTES; APPLICABLE LAW

8.1 LAWS AND REGULATIONS

All delivered items and all services performed under this Subcontract shall be in compliance with all applicable federal, state, and local laws, ordinances, statutes, codes, rules and regulations (including DOE regulations), including but not limited to those relating to wages, hours, employment, discrimination, immigration, and safety. The Subcontractor also shall comply with the Contractor Requirements Document (CRD) of any DOE Directive referenced within the Subcontract or these General Terms and Conditions.

8.2 DISPUTES

The parties agree to cooperate in resolving any claims, controversies or disputes that may arise out of or relate to this Subcontract, the breach thereof, or the Subcontract Work, (collectively, "Dispute" or "Disputes"). The parties are committed to resolving any Disputes in an amicable, professional and expeditious manner so as to avoid any unnecessary costs or delays to the Work.

Continuance of Work: The parties expressly agree and acknowledge that Work will not be stopped or slowed in any way during the pendency of any Dispute. Subcontractor shall continue to prosecute the Work pending final resolution or determination thereof, unless requested by FRA to suspend Subcontract Work, provided that FRA continues to pay Subcontractor as provided herein for all Subcontract Work not subject to a Dispute.

Step Negotiations: FRA and Subcontractor will first attempt to resolve Disputes at the field level through discussions between FRA's Project Manager and the Subcontractor's Project Manager. If a Dispute cannot be resolved at the field level, upon the request of either party, the Dispute shall be directed to FRA's Procurement Manager and Subcontractor's Executive Corporate Representative (collectively "Senior Representatives") who shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such Dispute. Prior to any meetings between the parties, the parties will exchange relevant information that will assist the parties in resolving their Dispute.

Mediation: If the Dispute is not resolved through negotiations between the Senior Representatives, the parties will submit the matter to mediation.

Binding Dispute Resolution: At the sole option and decision of FRA, all Disputes not resolved by Step Negotiations or Mediation shall be decided by confidential, binding arbitration, administered jointly by the parties to the arbitration and otherwise in accordance with the Commercial Arbitration Rules and Mediation Procedures of the AAA then in effect, before the Arbitrator. Execution of this Subcontract represents Subcontractor's express consent and agreement to arbitrate Disputes if so chosen by FRA. Notice of demand for arbitration must be filed in writing with the other parties to the arbitration. If FRA does not elect arbitration, the parties shall proceed to litigation. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on the Dispute would be barred by the applicable statute of limitations.

Each party shall produce all documents relevant to the Dispute. Each party shall be entitled to depose no more than six (6) fact witnesses for no longer than six (6) hours each. Each party shall be entitled to depose any and all retained expert opinion witnesses for no longer than six (6) hours each. All discovery disputes shall be decided by the Arbitrator. The Arbitrator may modify these discovery limitations for good cause shown.

The Arbitrator shall have authority to order specific performance, including, without limitation, interim injunctive relief prior to the Dispute being resolved and any final injunctive relief warranted. The Arbitrator shall have the authority to decide all issues concerning the fulfillment of any condition precedent to the arbitrability of a claim or defense; the amount of damages to be awarded, if any; and the arbitrability of the issues presented as well as to resolve all Disputes, including, without limitation, all federal, state, and local statutory claims. The Arbitrator is not empowered to award damages in excess of compensatory damages such as punitive damages.

The award of the Arbitrator shall be enforceable in any court of competent jurisdiction, and each party consents and submits to the jurisdiction of such court for purposes of such action.

Joinder of Parties: At either party's option, third parties may be joined in any of the dispute resolution processes listed above, by consolidation, joinder, or otherwise, who are subject to a valid alternative dispute resolution agreement with the party seeking joinder of such third party.

8.3 APPLICABLE LAW

To the extent that Federal law does not exist and state law could become applicable to this Subcontract, the law of Illinois shall apply.

CLAUSE 9 - RELEASE OF INFORMATION

The Subcontractor agrees that information regarding this Subcontract, any data developed or obtained in the course of performing this Subcontract, and the name of FRA, Fermi National Accelerator Laboratory, Fermilab, the United States Government, or the United States Department of Energy shall not be disclosed in any publications, news releases, advertising, speeches, technical papers, photographs, and other releases of information without prior written approval from the FRA Procurement Representative.

CLAUSE 10 - NOTIFICATIONS

The Subcontractor shall immediately notify the FRA Procurement Representative in writing of: (1) any action, including any proceeding before an administrative agency, filed against the Subcontractor arising out of the performance of this Subcontract; and (2) any claim made against the Subcontract, the cost of which is or is claimed to be reimbursable under this Subcontract.

If, at any time during the performance of this Subcontract, the Subcontractor becomes aware of any circumstances which may jeopardize its performance of all or any portion of the Subcontract, it shall immediately notify the FRA Procurement Representative in writing of such circumstances, and the Subcontractor shall take whatever action is reasonably necessary to resolve such circumstances within the shortest possible time.

CLAUSE 11 - ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

This Subcontract shall consist of the Subcontract document (including any signature page), Purchase Order (if applicable), these General Terms and Conditions and any other referenced or incorporated clauses, provisions, and documents. Together, they are the entire agreement between the parties concerning the subject matter and they supersede all prior proposals, representations, negotiations, or agreements, whether written or oral.

Any inconsistencies in the terms and conditions comprising the Subcontract shall be resolved by giving precedence in the following order: (a) the Subcontract document (b) these General Terms and Conditions including the FAR and DEAR clauses incorporated by reference; (c) any specifications or drawings; (d) other documents listed in the Subcontract as Incorporated Documents, if any, in the order in which they are listed; and (e) any other referenced or incorporated clauses, provisions, or documents.

CLAUSE 12 - SITE AND FACILITIES ACCESS

All Subcontractor and lower-tier subcontractor employees requiring access to any Fermilab facility or sites, including on-site or remote access to Fermilab/FRA computer systems, are subject to applicable DOE and FRA site access requirements and restrictions, including but not limited to all environmental, health, safety, security, and personnel requirements. Any questions should be directed to either the subcontract designated Technical Representative or the FRA Procurement Representative.

- (a) The Subcontractor shall not assign foreign national (non-U.S. citizen) employees or other personnel to work at any Fermilab facility or site, including through on-site or remote access to Fermilab/FRA computer systems, who were born in, are citizens of, are employed or sponsored by or represent a government, company, institution, or other organization based in a country on the Department of State's List of State Sponsors of Terrorism (<https://www.state.gov/state-sponsors-of-terrorism/>)

without prior written approval from DOE Headquarters. Terrorist-sponsoring countries may be updated from time to time by the State Department. Requests for access must be submitted to the FRA Procurement Representative at least 180 days in advance to allow time for approval from the DOE.

- (b) FRA also is required by DOE to document all foreign national employees who were born in, are citizens of, are employed or sponsored by or represent a government, company, institution or organization based in, a sensitive country and who require access to a Fermilab facility or site, including either on-site or remote access to Fermilab/FRA computer systems. To obtain site access, the Subcontractor must provide the place of birth and citizenship for all foreign national employees/personnel working on this subcontract who may access a Fermilab facility or site, including on-site or remote access to Fermilab/FRA computer systems. Employees/personnel from specific sensitive countries may need additional processing and/or be subject to specific restrictions as required by DOE Order 142.3B.

CLAUSE 13 - ENVIRONMENT, SAFETY & HEALTH (ES&H)

The Subcontractor shall take all reasonable precautions in the performance of this Subcontract to protect the health and safety of employees, sub-subcontractor employees, FRA employees, and members of the public, to minimize danger from all hazards to life and property, and to prevent injury to any employees or other persons. The safety of all persons employed by the Subcontractor and its subcontractors on the Fermilab site, or other Government premises, or any other person who enters on the sites or premises for reasons relating to this Subcontract, shall be the sole responsibility of the Subcontractor.

The Subcontractor shall comply with all applicable environmental, safety, health, and fire protection laws, regulations, orders, and requirements (including reporting requirements), including those of DOE. The Subcontractor shall comply with FRA's environmental, safety, and health requirements for any work performed at the Fermilab site, including the requirements set forth in 10 CFR 851 Worker Safety and Health Program.

The Subcontractor shall immediately take action to correct any noncompliance with the environmental, safety, and health requirements of this Subcontract. If the Subcontractor fails to comply with the environment, safety, and health requirements, FRA may, without waiver of any other legal or contractual rights or remedies, issue a stop-work order that stops all or any part of the work under this Subcontract. Thereafter, a start order for resumption of any or all work may be issued at the discretion of FRA. The Subcontractor may not make any claim for an extension of time or for compensation or damages in connection with any work stoppage under this provision.

CLAUSE 14 - STOP-WORK ORDER (FAR 52.242-15 (AUG 1989))

FRA may, at any time, by written order to the Subcontractor, require the Subcontractor to stop all, or any part, of the work called for by this Subcontract contract for a period of 90 days after the order is delivered to the Subcontractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Subcontractor, or within any extension of that period to which the parties shall have agreed, FRA shall either:

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of FRA, clause of this contract.

If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Subcontractor shall resume work. FRA shall make an equitable adjustment in the delivery schedule or Subcontract price, or both, and the Subcontract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Subcontractor's cost properly allocable to, the performance of any part of this Subcontract; and

(2) The Subcontractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if FRA decides the facts justify the action, FRA may receive and act upon the claim submitted at any time before final payment under this Subcontract.

If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of FRA, FRA shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

If a stop-work order is not canceled and the work covered by the order is terminated for default, FRA shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

CLAUSE 15 - INSURANCE

Insurance requirements for this Subcontract, if any, are established by FRA as the contracting entity. Before undertaking any work under this Subcontract, the Subcontractor shall, except as otherwise approved by FRA, comply with the Insurance Requirements Exhibit if included with this Subcontract, which are based upon levels of risk, and provide the applicable certificates of insurance as set out in the Insurance Requirements Exhibit.

The Subcontractor shall indemnify FRA for any expense incurred or loss suffered by FRA for the failure of the Subcontractor to comply with the provisions of this clause or the Insurance Requirements for this Subcontract.

CLAUSE 16 - SERVICE CONTRACT LABOR STANDARDS

This Subcontract is subject to the Service Contract Labor Standards statute (41 U.S.C. chapter 67) and the related FAR provisions that are incorporated by reference in the Clause titled Special Government Flow Down Provisions, unless the Subcontract is performed by employees in bona fide executive, administrative, or professional capacity (as excluded from the definition of service employees in the Service Contract Labor Standards statute) or it is subject to another exclusion or exemption by the Secretary of Labor or in the Service Contract Labor Standards statute (41 U.S.C. § 6702, as interpreted in 29 CFR Part 4, Subpart C).

CLAUSE 17 - SPECIAL GOVERNMENT FLOW DOWN PROVISIONS (SERVICES)

The Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses listed below are incorporated by reference into this Subcontract, with the same force and effect as if they were written out in full verbatim text. The full texts of the clauses are located in Chapters 1 and 9 of Title 48 of the Code of Federal Regulations and are available at <https://www.gpo.gov/fdsys/> or <https://www.acquisition.gov>.

The threshold categories below are additive, meaning that the clauses listed for each threshold level apply to any Subcontract within that or any higher threshold level of applicability.

As used in these incorporated clauses, the following terms will have the meanings listed below:

“Contract” shall mean this Subcontract

“Contractor” shall mean the Subcontractor

“Subcontractor” in lower case shall mean the Subcontractor’s subcontractors (i.e., lower tier subcontractors)

“Government” and “Contracting Officer” shall mean FRA, except as specifically noted below

The Subcontractor shall include the listed provisions in its subcontracts, at any tier, to the extent applicable to the type of work and Subcontractor status. The version of the provision in force at the time of execution of this Subcontract or any sub-subcontracts shall control.

THE FOLLOWING CLAUSES APPLY REGARDLESS OF SUBCONTRACT VALUE

- FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
- FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF SUBCONTRACTOR PERSONNEL (JAN 2011)
- FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)
Applies if subcontractor has federal contract information residing in or transiting through its information system.
- FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)
- FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
Excluding paragraph (b)(2)
- FAR 52.208-8 REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (AUG 2018)
- FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018)
Applies if the Subcontract involves any further subcontracting opportunities.
- FAR 52.222-1 NOTICE OF LABOR DISPUTES (FEB 1997)
- FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
- FAR 52.222-26 EQUAL OPPORTUNITY (SEPT 2016)
NOTE: DOWNLOAD THE EEO POSTER AT:
<https://www.dol.gov/ofccp/regs/compliance/posters/pdf/eeopost.pdf>
- FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)
- FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (NOV 2020)
- FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS (MAY 2008)
- FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (MAY 2020)
- FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (AUG 2018)

FAR 52.223-18 ENCOURAGING POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)
Applies to driving on Fermilab site or DOE owned or leased property

FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

FAR 52.224-2 PRIVACY ACT (APR 1984)

FAR 52.224-3 PRIVACY TRAINING (JAN 2017)
Applies if subcontractor employees have access to a Privacy Act system of records; or design, develop, maintain, or operate a Privacy Act system of records; or create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information

FAR 52.225-1 BUY AMERICAN ACT – SUPPLIES (NOV 2021)

FAR 52.225-8 DUTY-FREE ENTRY (OCT 2010)

FAR 52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES (FEB 2021)

FAR 52.227-3 PATENT INDEMNITY (APR 1984)

FAR 52.227-14 RIGHTS IN DATA – GENERAL (MAY 2014), with ALTERNATE V (DEC 2007) and DEAR 927.409(d)(3), and substituting paragraph (a) with DEAR 927.409(a).

Applies if any “data” will be produced, furnished, or acquired under the Subcontract

If delivery of Limited Rights Data (as defined in FAR 52.227-14(a)) is required, then ALTERNATE II applies, with the following disclosure purposes added to the end of paragraph (a) of the Limited Rights Notice:

1. Use (except for manufacture) by support services contractors or subcontractors;
2. Evaluation by non-government evaluators;
3. Use (except for manufacture) by other contractors or subcontractors participating in the Government’s program of which the specific subcontract is a part;
4. Emergency repair or overhaul work; and
5. Release to a foreign government, or its instrumentalities, if required to serve the interests of the U.S. Government, for information or evaluation or for emergency repair or overhaul work

If delivery of Restricted Computer Software (as defined in FAR 52.227-14(a)) is required, then ALTERNATE III applies

FAR 52.227-16 ADDITIONAL DATA REQUIREMENTS (JUN 1987)

FAR 52.227-23 RIGHTS TO PROPOSAL DATA (JUN 1987)
Applies if the Subcontract is based on a technical proposal

FAR 52.232-1 PAYMENTS (APR 1984)

FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)

FAR 52.232-40 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)

FAR 52.242-14 SUSPENSION OF WORK (APR 1984)
Applies if the Subcontract involves an architect or engineer.

- FAR 52.243-6 CHANGE ORDER ACCOUNTING (APR 1984)
- FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022)
Applies to Subcontractor's sub-subcontracts for commercial products or commercial services
- FAR 52.245-1 GOVERNMENT PROPERTY (JAN 2017)
Applies if government property is furnished for performance of work under this Subcontract
ALT I applies if subcontract does not require submission of certified cost or pricing data
- FAR 52.245-9 USE AND CHARGES (APR 2012)
Applies if government property is furnished for performance of work under this Subcontract
- FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)
- FAR 52.247-63 PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)
- FAR 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (NOV 2021)
- FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (APR 2012)
- FAR 52.249-8 DEFAULT (FIXED-PRICED SUPPLY AND SERVICE) (APR 1984)
- DEAR 927.303(c) FACILITIES LICENSE (DEC 2000)
Per DEAR 927.303(c), the following applies to subcontracts for the design, construction, or operation of a Government-owned research, development, demonstration or production facility:
- Facilities License.* In addition to the rights of the parties with respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this Subcontract, the Subcontractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the Subcontractor at any time through completion of this Subcontract and which are incorporated or embodied in the construction of the facility or which are utilized in the operation of the facility or which cover articles, materials, or products manufactured at the facility (1) to practice or have practiced by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. Notwithstanding the acceptance or exercise by the Government of these rights, the Government may contest at any time the enforceability, validity or scope of, title to, any rights or patents herein licensed.
- DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR SUBCONTRACTOR EMPLOYEES (DEC 2000)
Applies if the Subcontract involves any work at the Fermilab site or DOE-owned or leased property
- DEAR 952.204-71 SENSITIVE FOREIGN NATIONS CONTROLS (MAR 2011)
Applies if any nuclear technology information will be made available to foreign nationals of sensitive foreign nations
- DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)
Applies if Subcontractor has access to any computers owned, leased, or operated by or on behalf of FRA or DOE
- DEAR 952.227-11 PATENT RIGHTS – RETENTION BY CONTRACTOR (SHORT FORM) (MAR 1995)
Applies to agreements with small business for experimental, developmental, or research work

Per the [Department of Energy Determination of Exceptional Circumstances under the Bayh-Dole Act to Further Promote Domestic Manufacture of DOE Science and Energy Technologies \(S&E DEC\)](#) issued on June 7, 2021, the following paragraph is added to DEAR 952.227-11 as paragraph (m):

(m) *U.S. Competitiveness*. Notwithstanding 48 CFR 970.5227-3(f) U.S. Industrial Competitiveness, for all work subject to the S&E DEC, the Contractor agrees that any products embodying any subject invention or produced through the use of any subject invention will be manufactured substantially in the United States unless the Contractor can show to the satisfaction of DOE that it is not commercially feasible. In the event DOE agrees to foreign manufacture, there will be a requirement that the Government's support of the technology be recognized in some appropriate manner, e.g., alternative binding commitments to provide an overall net benefit to the U.S. economy. The Contractor agrees that it will not license, assign, or otherwise transfer any subject invention to any entity, at any tier, unless that entity agrees to these same requirements. In the event that the Contractor or other such entity receiving rights in the Subject Invention undergoes a change in ownership amounting to a controlling interest, the Contractor or other such entity receiving rights shall ensure continual compliance with the requirements of this paragraph (m) and shall inform DOE, in writing, of the change in ownership within 6 months of the change. The Contractor and any successor assignee will convey to DOE, upon written request from DOE, title to any subject invention, upon a breach of this paragraph. The Contractor will include this paragraph in all subawards/contracts, regardless of tier, for experimental, developmental or research work.

In addition, the following item (4) is added to paragraph (d): "or upon a breach of paragraph (m) U.S. Competitiveness of this clause."

DEAR 952.227-13 PATENT RIGHTS – ACQUISITION BY THE GOVERNMENT (SEP 1997)

Applies to agreements with non-small business for experimental, developmental, or research work

Per the [Department of Energy Determination of Exceptional Circumstances under the Bayh-Dole Act to Further Promote Domestic Manufacture of DOE Science and Energy Technologies \(S&E DEC\)](#) issued on June 7, 2021, the following paragraph is added to DEAR 952.227-13 as paragraph (n):

(n) *U. S. Competitiveness*. Notwithstanding 48 CFR 970.5227-3(f) U.S. Industrial Competitiveness, for all work subject to the S&E DEC, the Contractor agrees that any products embodying any subject invention or produced through the use of any subject invention will be manufactured substantially in the United States unless the Contractor can show to the satisfaction of DOE that it is not commercially feasible. In the event DOE agrees to foreign manufacture, there will be a requirement that the Government's support of the technology be recognized in some appropriate manner, e.g., alternative binding commitments to provide an overall net benefit to the U.S. economy. The Contractor agrees that it will not license, assign, or otherwise transfer any subject invention to any entity, at any tier, unless that entity agrees to these same requirements. In the event that the Contractor or other such entity receiving rights in the Subject Invention undergoes a change in ownership amounting to a controlling interest, the Contractor or other such entity receiving rights shall ensure continual compliance with the requirements of this paragraph (n) and shall inform DOE, in writing, of the change in ownership within 6 months of the change. The Contractor and any successor assignee will convey to DOE, upon written request from DOE, title to any subject invention, upon a breach of this paragraph. The Contractor will include this paragraph in all subawards/contracts, regardless of tier, for experimental, developmental or research work.

In addition, the following is added to the first sentence of paragraph (d)(1): "or upon a breach of paragraph (n) U.S. Competitiveness of this clause."

DEAR 952.247-70 FOREIGN TRAVEL (JUN 2010)

DEAR 970.5208-1 PRINTING (DEC 2000)

Applies if the Subcontract requires printing

DEAR 970.5222-1 COLLECTIVE BARGAINING AGREEMENTS – MANAGEMENT AND OPERATING CONTRACTS (DEC 2000)

Applies if the Subcontract is for protective services or other services that affect continuity of operation of the Fermilab facility

DEAR 970.5223-4 WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)

Applies if the Subcontract involves work at Fermilab site or on DOE-owned or leased property

DEAR 970.5225-1 COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS (NOV 2015)

DEAR 970.5227-8 REFUND OF ROYALTIES (AUG 2002)

Applies if subcontract price includes amounts for royalties payable to Subcontractor

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS THE SIMPLIFIED ACQUISITION THRESHOLD, DEFINED IN FAR PART 2

FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

FAR 52.203-6 RESTRICTIONS ON SUB-SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)

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

FAR 52.215-2 AUDITS AND RECORDS-NEGOTIATION (JUN 2020)

Applies if not a Subcontract for commercial products or commercial services or otherwise exempt under FAR 15.403-1

FAR 52.215-14 INTEGRITY OF UNIT PRICES (NOV 2021)

Applies to Services where supplies are required, except for paragraph (b)

FAR 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)

DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2000) (DEVIATION)

In this clause, "Government" shall mean the United States Government and "Contracting Officer" shall mean the DOE Contracting Officer for Prime Contract No. DE-AC02-07CH11359

FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)

DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (AUG 2009), with ALTERNATE I (AUG 2009)

Applies if the Subcontract involves advisory and assistance services as defined in FAR 2.101

DEAR 970.5223-7 SUSTAINABLE ACQUISITION PROGRAM (OCT 2010)

Applies to first tier Subcontracts that offer significant subcontracting opportunities for energy efficient or environmentally sustainable products or services

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$2,500 AND IS NOT EXEMPT OR EXCLUDED FROM THE SERVICE CONTRACT LABOR STANDARDS STATUTE OR BY THE SECRETARY OF LABOR

- FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)
- FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)
- FAR 52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MAY 2014)
Applies if not a multiple year or option contract

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$3,500

- FAR 52.222-3 CONVICT LABOR (JUN 2003)
- FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (NOV 2021)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$10,000

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

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$15,000

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

FRA and the Subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT IS FOR \$30,000 OR MORE

- FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$35,000

- FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$150,000

- FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)
Excluding paragraph (c)(1)
- FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)
- FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS – OVERTIME COMPENSATION (MAY 2018)
Applies unless exempt under FAR 22.305

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

FRA and the Subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$500,000, IS PRIMARILY FOR SERVICES PROVIDED BY "SERVICE EMPLOYEES," AND IS NOT EXEMPT OR EXCLUDED FROM THE SERVICE CONTRACT LABOR STANDARDS STATUTE OR BY THE SECRETARY OF LABOR

FAR 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)

Applies unless exempt or excluded from the Service Contract Act of 1965, as amended, and unless an Indefinite Delivery/Indefinite Quantity (IDIQ) subcontract

FAR 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE DELIVERY CONTRACTS (OCT 2016)

Applies to Indefinite Quantity/Indefinite Delivery (IDIQ) subcontracts unless exempt or excluded from the Service Contract Act of 1965, as amended

DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT THAT EXCEEDS \$750,000

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021)

Applies unless the Subcontractor is a small business or there are no subcontracting possibilities

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$2,000,000 AND MEETS THE REQUIREMENTS FOR SUBMISSION OF CERTIFIED COST OR PRICING DATA AT FAR 15.403-1(b) AND 15.403-4

FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)

FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA – MODIFICATIONS (JUN 2020)

FAR 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020)

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

FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)

FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

FAR 52.230-2 COST ACCOUNTING STANDARDS (JUN 2020)

Applies if the Subcontract is with a large business; is for other than a "commercial product" or "commercial service" as defined in FAR 2.101; and is not otherwise exempt under 48 CFR 9903.201-1 or 9903.201-2

FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (JUN 2020)

Excluding paragraph (b). Applies if the Subcontract is with a large business; is for other than a “commercial product” or “commercial service” as defined in FAR 2.101; is not otherwise exempt under 48 CFR 9903.201-1 or 9903.201-2; and the Subcontractor certifies that it is eligible for and elects to use modified CAS coverage, per 48 CFR 9903.201-2

FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
Applies if FAR 52.230-2 or FAR 52.230-3 apply.

THE FOLLOWING CLAUSES APPLY IF THE SUBCONTRACT EXCEEDS \$6,000,000

FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)
Applies if the Subcontract has a performance period of more than 120 days. All disclosures of violation of the False Claims Act or of Federal criminal law shall be directed to the DOE Inspector General, with a copy to the DOE Contracting Officer for the Fermilab site

FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)
Modified by DEAR 903.1004. Applies unless Subcontract is for the acquisition of a “commercial product” or “commercial service” as defined in FAR 2.101 or is performed entirely outside of the United States. Download the required Poster at <https://energy.gov/ig/downloads/office-inspector-general-hotline-poster>

THE FOLLOWING CLAUSE APPLIES TO CONTRACTS SET ASIDE OR RESERVED FOR OR AWARDED ON A SOLE SOURCE BASIS TO HUBZONE SMALL BUSINESS CONCERNS:

FAR 52.219-3 NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011)
Agreements limiting sub-subcontracting in sub-paragraphs (d) – (g) apply

(END OF GENERAL TERMS AND CONDITIONS FOR SERVICES SUBCONTRACTS)

EXHIBIT J-2

**STATEMENT OF WORK
STAFF AUGMENTATION SUPPORT SERVICES
PROTON IMPROVEMENT PLAN II PROJECT (07/11/2022)**

Attachment J-1

Statement of Work

Staff Augmentation Support Services
Proton Improvement Plan II Project

July 11, 2022

Version Control

Revision History			
Revision	Responsible Person	Date	Description of Changes
0	S. Efstathiou	MM/DD/YYYY	Review

Approvals for this document will be required from:

PIP-II Procurement Manager

Steve G. Gaugel

PIP-II Project Manager

Rich Stanek

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Acronyms and Abbreviations

AUP	Authorization for Use and Possession
BCWS	Budgeted Cost of Work Scheduled
CF	Conventional Facilities
DART	Days Away Restricted Time
DOE	U.S. Department of Energy
ESH&Q	Environment, Safety, Health, and Quality
EVMS	Earned Value Management System
FESHM	Fermilab Environment, Safety, and Health Manual
Fermilab	Fermi National Accelerator Laboratory
FFP	Firm Fixed Price
FNAL	Fermi National Accelerator Laboratory
FRA	Fermi Research Alliance LLC
GAO	Government Accounting Office
HVAC	Heating Ventilation and Air Conditioning
IPR	Independent Project Review
JPEG	Joint Photographic Experts Group
LBNF	Long Baseline Neutrino Facility
Linac	Linear Accelerator
MW	Mega Watt
OSHA	Occupational Safety and Health Administration
P5	Particle Physics Project Prioritization Panel
PDF	Portable Document Format
PIP-II	Proton Improvement Plan II
RFI	Request for Information
RFP	Request for Proposal
RM	Risk Management
WS	Work Smart

A. BACKGROUND

Fermi National Accelerator Laboratory is undertaking an upgrade to the existing accelerator complex called PIP-II which is a high-intensity proton facility to support a world-leading neutrino program over the next two decades at Fermilab. PIP-II is an integral part of the U.S. Intensity Frontier Roadmap as described in the Particle Physics Project Prioritization Panel report of May 2014, with an intermediate-term goal focused on upgrades to the Fermilab accelerator complex capable of providing a beam power in excess of 1 MW on target at the initiation of LBNF operations. In a broader sense, PIP-II is a part of a longer-term concept for a sustained campaign of upgrades and improvements to achieve multi-MW proton beam capabilities at Fermilab.

B. GENERAL SCOPE

The Subcontractor will furnish the personnel, facilities, equipment, materials, and supplies necessary to perform Construction Administration support services required for the procurement, and construction of the conventional facilities portion of the PIP-II project at Fermilab.

The Subcontractor's services will include all normal and customary professional services required of a qualified, firm and its sub-tier subcontractors to complete the various tasks in accordance with FRA's requirements as outlined herein, as well as applicable portions of the U.S. Department of Energy and the State of Illinois codes, orders, and regulations as incorporated into contract No. DE-AC02-07CH11359 between the U.S. Department of Energy and FRA.

The detailed design and final design work for the PIP-II conventional facilities has been completed by others in advance of the award of this subcontract.

C. SELECTION AND TASKING

1. Task Orders

Services for specific portions of the work will be solicited through a Request for Proposal which will include additional details on the scope, schedule and budget requirements of each task.

Task orders for professional services will be awarded on a Firm Fixed Price (FFP) basis.

The number of tasks to be negotiated will depend upon the availability of funding. This Subcontract does not provide for a minimum or maximum number of task orders.

In general, professional services associated with this subcontract will be primarily for the operations located at the Fermilab site in Batavia, Illinois.

The Subcontractor will submit a proposal in response to a request by FRA, for each task that proposes the FFP, the hours by labor category, materials, the scope of the task, a list of proposed deliverables, date of review submittals, and the completion date for the task.

D. FRA PROVIDED SERVICES

FRA will provide the following materials and services:

1. Completed construction documents.
2. Office space at Fermilab.
3. FRA will provide all Fermilab specific training at no cost to the Subcontractor.

E. CONVENTIONAL FACILITIES SCOPE

The PIP-II conventional facilities will house the accelerator components and support equipment required to install, assemble and operate the PIP-II linac and transfer line. The conventional facilities portion of the project includes the management, planning, design and construction of new structures, buildings and utilities as well as modifications to existing structures required to install and operate the PIP-II accelerator.

The PIP-II conventional facilities scope includes the elements of work normally included in conventional construction such as earthwork, utilities, structural concrete, structural steel, architectural cladding, finishes, roofing, plumbing, process piping, heating ventilation and air conditioning (HVAC), fire protection, fire detection, lighting and electrical. This also includes the work required to extend the utilities to the project site, excavation associated with the below grade cast-in-place concrete enclosures, creation of a shielding berm and site restoration.

The PIP-II accelerator technical equipment is not included in the work scope of the PIP-II Conventional Facilities. The installation of the accelerator technical equipment will be accomplished as a separate procurement after the Authorization for Use and Possession (AUP) is achieved from the conventional facilities Subcontractor.

F. DESIGN AND CONSTRUCTION PACKAGES

The scope of the conventional facilities portion of the PIP-II project will be realized through several construction packages roughly grouped into the following:

1. Site Restoration and Landscaping
2. Linac Complex consisting of the High Bay Building, Linac Tunnel, Linac Gallery and Beam Transfer Line
3. Booster Connection.

The construction packaging is intended to provide a logical and constructible sequence to reduce the overall construction period to a minimum. The construction means and methods for the conventional facilities work are expected to be similar to that which has been employed on the Fermilab site in the past.

G. CONSTRUCTION SCHEDULE EXPECTATIONS

The schedule for the PIP-II conventional facilities is dependent upon funding and programmatic constraints. As such, the preliminary schedule listed below is tentative in nature and will be reviewed and updated periodically.

	Start	Duration
Site Restoration	March-25	6 months
Linac Complex	October-22	39 months
Booster Connection	April-25	18 months

The dates indicated are intended to correspond with anticipated internal FRA, external independent and DOE project reviews and are subject to revision.

H. PROJECT SPECIFIC REQUIREMENTS

The PIP-II project will be managed in accordance with the requirements of the DOE Order 413.3b. This order classifies project by size and complexity according to the necessary phasing of design, production, approvals, bidding and construction.

The design and procurement support of the PIP-II conventional facilities will be accomplished as part of a separate subcontract.

H.1 Staff Augmentation

During the procurement and construction phases of the work, the Subcontractor may be tasked to provide professional staff to be stationed at Fermilab to provide project support, design and oversight functions. The Subcontractor may be tasked with the following staff augmentations:

H.1.1 Resident Engineer

The work under this subcontract is normally considered resident engineering support and includes the following:

- a. Assist in the response to construction subcontractor request for information (RFI).
- b. Assistance in estimating and negotiating changes to the construction subcontract work.
- c. Constructability assessments as appropriate at all phases of the project.
- d. Conventional facilities project scheduling.
- e. Construction facilities planning, including temporary power, water, borrow and spoil areas, and road improvements.
- f. Prospective subcontractor identification.
- g. Subcontract proposal analysis.

- h. Construction Phase support, including change management, monitoring construction subcontractors' progress versus schedule,

The Resident Engineer will be required to undergo FRA specific General Employee Radiation Training and Safety Orientation prior to beginning work on the Fermilab site.

Resident Engineer will have the following minimum qualifications: Engineering degree from an accredited university and a minimum of five (5) years construction observation and site experience in similar work.

H.1.2 Construction Coordinator

The Subcontractor may be tasked to provide an experienced Construction Coordinator for:

- a. The services of a field representative acceptable to FRA to provide Construction Coordination services of the construction work in compliance with the construction subcontract terms and safe construction practice.
- b. All work on Fermilab construction sites will include quality and performance inspections as well as monitoring for construction safety.
- c. Construction Coordinator at Fermilab are responsible for daily monitoring to assure that the Construction Subcontractors are following his Safety Plan for all work at the site including the Subcontractor's ESH&Q program.
- d. The Construction Coordinator will be the first line of contact with the Construction Subcontractor's field organization.
- e. The Construction Coordination will have the following minimum qualifications:
 - i. Two (2) year degree in a construction related field or five (5) years of relevant experience.
 - ii. OSHA 1926 30-hour training. This training must be accomplished prior to being considered for assignment at Fermilab.
 - iii. The Construction Coordinator will be required to undergo FRA specific General Employee Radiation Training and Safety Orientation prior to beginning work on the Fermilab site.

H.2 Support of Project Reviews

The Subcontractor will support the project goals and objectives of achieving the DOE project milestones. The Subcontractor will provide technical support to the PIP-II Project Team to prepare for the Director's Review and DOE Independent Project Review (IPR), any tailored DOE Critical Decision type of review, or similar reviews. Support includes attendance by principal technical staff prior to and during reviews to answer questions and provide technical information.

H.3 Construction Reporting System

FRA considers construction progress reporting crucial to the success of the PIP-II project. FRA may choose to implement the Subcontractor's construction reporting system or implement a site wide system. In either case, the Subcontractor will provide data for a reporting system for tracking construction subcontractor progress that provides timely reports including, as a minimum the following:

- a. Request For Information (RFI) tracking including quantity, date issued, date responded, current status, turnaround time and assignment.
- b. Submittal tracking including date submitted, current status, return date and turnaround time.
- c. Change Order tracking including date issued, current status, cost, action items, turnaround time and project impact including cost and schedule.
- d. Safety tracking including grouping of observations by occurrence, leading indicators, predictors and lost time/DART tracking.
- e. Analytics of the above data to assist in the overall management of the project.

H.4 Construction Management/Contract Administration

FRA traditionally performs construction management and contract administration services for construction subcontracts and this is the intent for the PIP-II conventional facilities. FRA may assign some of these services to the Subcontractor if in the best interest of FRA.

H.5 Sub-Tier Subcontractors

Any known Sub-tier subcontractors and outside associates or consultants required by the Subcontractor in connection with the services covered by the subcontract will be limited to individuals or firms that were specifically identified and agreed to with FRA during task order negotiations. The Subcontractor will obtain FRA Procurement Administrator's written consent before making any substitution for these sub-tier subcontractors, associates, or consultants after the initial purchase order agreement has been established.

H.6 Other Capabilities

During the course of the construction of the PIP-II conventional facilities issues may arise that would require support outside of the Staff Augmentation services described herein. These services, traditionally accomplished by FRA, would support the efficient and timely execution of the work and may include surveying services, construction phase quality assurance testing services, laboratory testing and safety professional support. The Subcontractor will provide with the proposal a list of other capabilities within the firm that would support the construction of the PIP-II Conventional Facilities.

I. RESPONSIBILITIES OF THE SUBCONTRACTOR

I.1 General

The Subcontractor will consult with and advise FRA on any questions which may arise about the subcontractor's scope of services.

Detailed instructions with respect to the performance of the work may be issued from time to time by FRA. The Subcontractor will work at all times in close cooperation with members of the FRA staff designated by it as authorized to receive reports and issue instructions.

The Subcontractor must be prepared to meet at such places and times and for such periods of time as FRA may reasonably require with designated members of the FRA staff or with other Subcontractors to review the progress or to pursue the course of this effort.

I.2 Responsibility for Professional Services

The Subcontractor will perform the work in accordance with professional standard practices and FRA requirements identified in this Statement of Work.

The Subcontractor will comply with relevant portions of DOE Order 413.3B, "Program and Project Management for the Acquisition of Capital Assets".

I.3 Quality

In order to provide a final product that meets the project the requirements and achieves the project goals, the Subcontractor will be responsible for the following:

- a. The Subcontractor's Corporate Quality Control Plan that details the means and methods the Subcontractor will use to ensure that the work meets an acceptable quality level is incorporated into the Subcontract.
- b. The Subcontractor will be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished under this subcontract.
- c. The Subcontractor warrants that it will perform its services in accordance with the standards of care and diligence normally practiced by recognized firms in performing services of a similar nature.
- d. The Subcontractor must, without additional compensation, correct or revise any errors or deficiencies in its services.
- e. Quality Control for submittals must be accomplished by the Subcontractor prior to transmitting to FRA.

I.4 Safety

At Fermilab, safety and environmental protection are of the highest importance. The Laboratory's policy is to protect the environment and the safety and health of all persons, may they be laboratory employees, subcontractor employees, scientific visitors, or visiting members of the public, from accident or injury while they are present on the Fermilab site or other location managed by FRA. Nothing will have a higher priority.

The construction of the PIP-II conventional facilities will support FRA's construction safety goal of zero lost work time accidents by considering constructability and maintainability for the completed project.

Subcontractor employees performing field work (e.g., inspections) on the Fermilab site will perform such work in compliance with Fermilab safety requirements and will be required to complete a Fermilab safety orientation. Those Subcontractor employees performing field work may also be required by FRA to attend other safety training for specific hazards encountered during the work.

The execution of the work will support safe laboratory operations by supporting compliance with the Fermilab Environment, Safety and Health Manual (FESHM). FESHM contains Fermilab's policies and procedures designed to manage environmental, safety, health and quality (ESH&Q) hazards in accordance with the requirements of the Work Smart (WS) set of ESH&Q standards attached to the U. S. Department of Energy contract with FRA.

I.5 Earned Value Reporting

FRA utilizes an Earned Value Management System (EVMS) to track the progress and manage the professional design services work. The Subcontractor will provide the following submittals and reporting information:

a. **Integrated Cost and Schedule**

Submit within 15 days of receipt of the task order an integrated cost and schedule for the design work to be performed that will establish a "Budgeted Cost of Work Scheduled" (BCWS). The schedule will include milestones at the completion of major activities including project reviews and proposed variance thresholds;

b. **Monthly Submittals**

The following information will be submitted monthly:

i. **Schedule Update** including the following:

- (1) Actual Start Dates for activities begun during the status period;
- (2) Actual Finish Dates for the activities completed during the status period;
- (3) Physical Percent Complete for those activities started but not complete;
- (4) Forecast completion dates for activities started but not yet completed;

ii. **Progress Information** including the following:

- (1) Variance report for activities outside the established thresholds;
- (2) Narrative Description of project progress;
- (3) Identification of work outside the authorized scope.

J. SUBMITTAL FORMAT

Minimum requirements for submittals include the following:

1. Reports, studies, presentations will be provided in the native format of the original document and a duplicate version in an Adobe Acrobat (www.adobe.com) portable document format (PDF) format;
2. Photographs must be provided in a joint photographic experts group (jpeg) format;
3. Scheduling will be produced utilizing Oracle Primavera P6 format. Submittals will be provided in Primavera P6 native format and Adobe PDF format;
4. Non-conforming submittals must be corrected and be resubmitted at no additional cost to FRA; and
5. The Subcontractor will transfer the submittal in a format readable by a Microsoft Windows compatible computer. Electronic transfer of submittals is encouraged based on availability of services and must be done at the mutual agreement of the Subcontractor and FRA.

K. INVOICES

Certified invoices will be submitted by the Subcontractor, and must specify the Subcontract number, Project Name, Task Order Number, Date, and amount of invoice.

L. INCORPORATED DOCUMENTATION

The following Handbooks and Standards are incorporated into this Subcontract by reference:

1. FRA's A/E Consultant Handbook dated April 2008
2. Fermilab Environment, Safety and Health Manual (FESHM), <http://esh.fnal.gov/xms/ESHQ-Manuals/FESHM> as of subcontract award date.
3. DOE Order 413.3B, Program and Project Management for the Acquisition of Capital Assets, <http://science.energy.gov/~media/opa/pdf/processes-and-procedures/doe/o4133bFinal112910.pdf>
4. [Proton Improvement Plan II Quality Assurance Plan \(PIP-II-doc-142\)](#)

End of Document

EXHIBIT J-3

**STATEMENT OF WORK-TASK 01
STAFF AUGMENTATION SUPPORT SERVICES
PROTON IMPROVEMENT PLAN II PROJECT (07/11/2022)**

Statement of Work

Staff Augmentation Support Services (Task 01)
Proton Improvement Plan II Project

July 11, 2022

A. BACKGROUND

Fermilab has developed a conceptual design for the Proton Improvement Plan-II (PIP-II) which is a high-intensity proton facility to support a world-leading neutrino program over the next two decades at Fermilab. PIP-II is an integral part of the U.S. Intensity Frontier Roadmap as described in the Particle Physics Project Prioritization Panel (P5) report of May 2014, with a short-term goal focused on upgrades to the Fermilab accelerator complex capable of providing a beam power in excess of 1 MW on target at the initiation of LBNF operations. In a broader sense, PIP-II is a part of a longer-term concept for a sustained campaign of upgrades and improvements to achieve multi-MW capabilities at Fermilab.

The PIP-II Linac Complex provides space and infrastructure to support the installation, commissioning and operation of the equipment for the PIP-II accelerator components and is located in the existing Main Ring infield on the Fermilab site.

The Linac Complex consists of six (6) functional components:

1. **High Bay Building:** The High Bay Building is located at the upstream end of the Linac Tunnel and Linac Gallery. This building serves as the major equipment and personnel access point to the Linac Complex and includes a loading dock and related services to accommodate the installation and servicing of beamline components, including space for unloading, staging, and assembling beamline components. The at-grade loading dock includes an overhead bridge crane for moving equipment from grade to the below-grade portion of the building. The above-grade portion of the High Bay Building is designed to accommodate visitor tours as part of the Fermilab outreach program. The below-grade portion of the High Bay Building is sized to accommodate the low energy portion of the PIP-II beamline components that do not require radiation shielding and includes space for staging and preparing beamline components for installation. The below-grade portion also contains support equipment and infrastructure required to operate the adjacent beamline components.
1. **Linac Tunnel:** The below-grade Linac Tunnel houses the superconducting accelerator components and is sized to accommodate the length of a 1 GeV Linac, including modest space to accommodate a possible future upgrade of the Linac energy. The Linac tunnel provides space for:
 - a. Linac hardware
 - b. Penetrations for utilities (power, water, cryogenics) and cabling
 - c. Equipment installation and maintenance
 - d. Logistics for installation, repair and removal of beamline components and related support equipment

2. **Linac Gallery:** The Linac Gallery houses the equipment needed to operate the accelerator components in the adjacent, below grade Linac Tunnel. The Linac Gallery is constructed parallel to the below-grade Linac Tunnel and provides penetrations for:
 - a. Utilities
 - b. Controls
 - c. Cooling water
 - d. Cryogenics
 - e. Related operational services
3. **Beam Transfer Line:** The below grade Beam Transfer Line (BTL) houses the beamline components required to bring the H- beam from the downstream end of the Linac tunnel to the future Booster Connection. This includes the tunnel section from the downstream end of the Linac tunnel and the Beam absorber area. This work will be constructed east of the existing Main Ring enclosure.
4. **F37 Service Building:** The F37 Service Building is an at-grade space that houses process water system and power supplies, monitoring racks and related equipment to operate the accelerator equipment in BTL. Adjacent to the F37 Service Building is an at-grade shielded equipment hatch that will be used to transport beamline components to the below grade portion of the work.
5. **Utility Plant:** The Utility Plant provides mechanical and electrical infrastructure to support the installation, commissioning, and operation of process water equipment and other utilities for PIP-II accelerator components. The Utility Plant is housed within the existing PIP-II Cryogenic Plant Building and connected to the adjacent to the Linac Complex via a utility bridge.

B. SCOPE

This tasking will provide Staff Augmentation support for the construction of the PIP-II Linac Complex for one (1) calendar year.

1. **Staff Augmentation – Resident Engineer:** Provide twelve (12) months of resident engineer services to be stationed at Fermilab. The requirements and training identified in the IDIQ master agreement will apply to this position.
2. **Staff Augmentation – Construction Coordinator:** Provide twelve (12) months of construction coordination services to be stationed at Fermilab. The requirements and training identified in the IDIQ master agreement will apply to this position.

C. FRA PROVIDED SERVICES

FRA will provide the following services:

1. Subcontractor Orientation Training
2. Project specific training
3. Office space including computer access.

D. OTHER REQUIREMENTS

The requirements included in the IDIQ Master Agreement will apply to this task order including the following:

2.1.6 – Reporting Requirements

The reporting requirements contained with Section 2.1.6 of the IDIQ Master Agreement apply to this task order. Examples of typical reporting are available if requested.

2.3 – Quality Requirements

The A/E subcontractor will include with the proposal a Specific Quality Control Plan for this task that indicates compliance with the Corporate Quality Control Plan submitted as part of the Master Ordering Agreement.

E. PROPOSAL REQUIREMENTS

The A/E subcontractor will submit with the proposal a breakdown of the disciplines, sub-tier consultants and related work as well as the costs needed to accomplish the work scope described in this request for proposal.

End of Document

EXHIBIT J-4

**TBD SUBCONTRACTOR
SMALL BUSINESS SUBCONTRACTING PLAN**

EXHIBIT J-5

**INSURANCE REQUIREMENTS FOR ARCHITECT & ENGINEER
SUBCONTRACTS (06/2022)**

INSURANCE REQUIREMENTS ARCHITECT & ENGINEER SUBCONTRACTS

1. **Insurance:** This clause applies to work performed at the Fermi National Accelerator Laboratory (Fermilab) worksite and incorporates the insurance requirements of Fermi Research Alliance, LLC.

2. **Minimum Insurance Coverage:** Before undertaking any work under this Subcontract, the Subcontractor shall, except as otherwise approved by FRA, take out and maintain at its own cost and expense, insurance coverages in at least the amounts listed below, and in companies satisfactory to FRA.

<u>LINE OF COVERAGE</u>	<u>LIMITS</u>	
GENERAL LIABILITY Commercial General Liability <input checked="" type="checkbox"/> Occurrence	EACH OCCURRENCE	\$1,000,000
	GENERAL AGGREGATE	\$2,000,000
	PRODUCTS - COMPLETED OPERATIONS AGGREGATE Coverage will be at least as broad as ISO form CG 00 01	\$2,000,000
AUTOMOBILE LIABILITY Any Auto <input checked="" type="checkbox"/> Occurrence	COMBINED SINGLE LIMIT AND IN THE AGGREGATE Covering owned, non-owned, and hired automobiles with coverage at least as broad as ISO Business Auto Form CA 00 01	\$1,000,000
EXCESS/UMBRELLA LIABILITY	For General, Automobile & Employers Liability following form of underlying insurance	\$1,000,000
PROFESSIONAL LIABILITY/ERRORS & OMISSIONS	The retroactive date or prior acts exclusion shall pre-date the date of the Subcontract and the date services are first provided. Coverage shall be maintained for a minimum of 5 years after project completion or, if cancelled, maintain an extended reporting period for 5 years after project completion.	\$5,000,000
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	WC STATUTORY LIMITS	As required by Illinois Law
	OTHER	
	E.L. EACH ACCIDENT	\$1,000,000
	E.L. DISEASE EA EMPLOYEE	\$1,000,000
	E.L. DISEASE-POLICY LIMIT	\$1,000,000

3. **Additional Insureds:** All policies, except for Worker's Compensation and Professional Liability, shall provide by appropriate language that **Fermi Research Alliance, LLC, the University of Chicago, Universities Research Association, Inc., and the United States Government are additional insureds for all coverages, including but not limited to completed operations.** The certificates shall state that waiver of subrogation is granted in favor of the additional insureds as required by written contract and that the insurance afforded by such policies is primary insurance, and that all rights of the insurer for contribution from other insurers are waived.

4. Exclusions/Terms Not Allowed:

- a. General Liability policy provision or exclusion for claims by one insured against another insured if the provision or exclusion is based on the fact that the other claimant is an insured and there would otherwise be coverage for the claim;
- b. General Liability policy provision or exclusion for claims for indemnity arising out of injury to employee(s) of Subcontractor or sub-subcontractor(s);
- c. Provision in any policy allowing insurer to obtain reimbursement of defense costs;
- d. Provision in any policy that erodes limits of insurance by insurer's payment of defense costs.

5. Evidence of Insurance; Notice of Cancellation or Material Change in Coverage/Condition: .

The Subcontractor agrees to deliver to FRA within ten (10) days of the signing and delivery of this Subcontract, certificates evidencing compliance with the requirements herein as well as all material amendatory endorsements. Upon request, Subcontractor will deliver certificates identifying an Additional Insured as a certificate holder. The required policies must be endorsed to provide thirty (30) days' notice to FRA of any cancellation (or 10 days' notice of cancellation for non-payment). Subcontractor may provide the required notice of cancellation in lieu of the insurer if FRA consents in writing to the substitution of requirement. FRA reserves the right to obtain replacement coverage if Subcontractor does not and FRA may deduct the cost of the replacement insurance from amounts due to the Subcontractor. The Subcontractor must agree to provide complete, certified copies of all required insurance policies if requested by FRA. Receipt or review by FRA or FRA's representatives of any evidence of insurance coverage, failure to request such evidence of insurance coverage or failure to object to any evidence of insurance coverage that does not comply with these requirements, shall not be deemed a waiver of such requirements and shall not relieve Subcontractor of any obligation to comply with these insurance requirements.

6. Sub-Subcontractor Insurance Requirements: Insurance requirements, including the Additional Insureds requirement, shall apply to all sub-subcontractors, consultants and others doing work in connection of this Subcontract. However, Subcontractor shall determine the insurance limits required on a per sub-subcontractor basis, taking into account the particular work to be done by the sub-subcontractor or others doing work under the Subcontract, and the interrelationship of that work together with other work being conducted by the Subcontractor. Before permitting any sub-subcontractor to perform any work, Subcontractor shall obtain certificates of insurance or other suitable evidence that each sub-subcontractor maintains insurance appropriate for the particular work to be done by the sub-subcontractor.

7. Indemnification: The Subcontractor shall indemnify FRA for any expense incurred or loss suffered by FRA for the failure of the Subcontractor to comply with the insurance requirements for this Subcontract.

EXHIBIT J-6

**TBD SUBCONTRACTOR
SUBCONTRACTOR QUALITY CONTROL PLAN**

EXHIBIT J-7

TBD

SUBCONTRACTOR FULLY LOADED/BURDENED DIRECT LABOR RATES

EXHIBIT J-8

TBD
SUB-TIER SUBCONTRACTORS AND OUTSIDE ASSOCIATES AND
CONSULTANTS