



Acquisition Services Management (ASM) Division
Purchasing, ASM-PUR
P.O. Box 1663, Mail Stop D447
Los Alamos, New Mexico 87545
505-665-2098 / Fax 505-665-8944
E-mail: m_armijo@lanl.gov

7/28/2014

Subject: Request For Quotation (RFQ): Crowdsourcing 1478544
Greetings:

Los Alamos National Security, LLC (LANS), is issuing a Request for Quotation (RFQ). Los Alamos National Laboratory (LANL) owned by the Department of Energy/National Nuclear Security Administration (DOE/NNSA) and operated by LANS, a premier national research and development laboratory. LANL seeks to do business with qualified companies that offer value and high quality products and services.

You are invited to submit a quotation for an external crowdsourcing support platform which will provide the capabilities to post challenges (external to the contractor) that will enable interaction with an established network of software developers. The end result will be code that is LANL owned. (See Scope of Work for more details).

Your quotation is to be submitted on the enclosed quotation forms, to the undersigned not later than 4:30 PM Mountain Time on August 8, 2014. Partial or incomplete quotations will not be considered. Quotations on other than the quotation forms provided, or received later than the date and time listed above may be rejected.

Quotations received in response to this RFQ will be evaluated as stated in the Basis of Award section in the RFQ.

If the offering entity is a joint venture, association, consortia or partnership, evidence of the authority of the person signing on behalf of the offering entity shall be attached to the proposal. The evidence of the signatory's authority shall be signed by all members of the joint venture, association, consortia or partnership.

Please advise us of your planned response to this RFQ and designate your representative(s) to whom correspondence and addenda are to be sent by completing and returning the enclosed notification form.

Any and all questions you may have concerning this invitation should be directed to the undersigned Procurement Specialist (aka Contract Administrator) at email address or fax number shown at the top of this letter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Maureen Armijo', written over a horizontal line.

Maureen Armijo
Procurement Specialist

xc: file

NOTIFICATION OF INTENT TO SUBMIT QUOTATION

To: Los Alamos National Security, LLC
Attn: Maureen Armijo
P.O. Box 1663, Mail Stop D447
Los Alamos, New Mexico 87545

From: _____ (Name of offeror)

(Mailing address)

Subject: Request For Quotation (RFQ) 1478544

We are in receipt of the subject RFQ. (Check appropriate box below and provide information requested.)

We do not intend to submit a proposal because:

We will submit a proposal on or before the due date of 8/8/2014

Our designated contact for this RFQ is: _____

Address for courier delivery: _____

Phone: _____

Fax: _____

E-mail Address: _____

(Signature)

Date: _____

Title: _____

AMENDMENT NUMBER 1 TO SOLICITATION NUMBER 1478544

ISSUED BY: Los Alamos National Security, LLC (LANS) Los Alamos National Laboratory PO Box 1663, MS D447 Los Alamos, NM 87545	LANS SUBCONTRACT ADMINISTRATOR: Maureen Armijo Telephone No.: 505-665-2098 Fax No.: 505-665-8944 Email Address: m_armijo@lanl.gov
PROJECT NAME: Crowdsourcing, RFQ 1478544	
CURRENT PROPOSAL / BID DUE DATE: August 8, 2014	REVISED PROPOSAL / BID DUE DATE: August 8, 2014
DESCRIPTION OF CHANGES: 1. Replace Exhibit "D" Statement of Work and Technical Specifications with Exhibit "D" Statement of work and Technical Specifications Rev 1. PLEASE NOTE: THE ORIGINAL STATEMENT OF WORK CONTAINED SENSITIVE INFORMATION AND HAS BEEN REMOVED FROM THE RFQ AND WILL NOT BE POSTED ON FEDBIZ OPS.	
<p>Failure to acknowledge this amendment, formerly called an addendum, in accordance with the Instructions to Offerors or Solicitation Provisions may result in rejection of your proposal / bid. Except as provided herein, all terms and conditions of the Request For Proposal / Solicitation, as heretofore changed, remain unchanged and in full force and effect.</p>	
ISSUED ON BEHALF OF LANS BY: <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  _____ Subcontract Administrator </div> <div style="text-align: center;"> 8/5/14 _____ Date </div> </div>	
RECEIPT ACKNOWLEDGED BY: <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> _____ Signature & Title </div> <div style="width: 35%;"> _____ Date </div> </div> <div style="margin-top: 10px;"> _____ Company Name </div>	

Request for Quotation 1478544,1

Title **Crowdsourcing RFP**
 Amendment Date **04-AUG-2014 16:59:02**
 Amendment Description **Replace Exhibit "D" Statement of work and Technical Specifications with Exhibit "D" Statement of Work and Technical Specifications, Rev. 1**

Preview Date **Not Specified** Open Date **28-JUL-2014 08:46:59**
 Close Date **08-AUG-2014 16:30:00** Award Date **Not Specified**
 Time Zone **Mountain Time**

Please submit your response to:

Company **Los Alamos National Security, LLC**
 Buyer **Armijo, Maureen**
 Location **Los Alamos National Security, LLC**
PO Box 1663 MS P128
Los Alamos, NM
United States
 Phone **Not Specified**
 Fax **505-665-8944**
 Email **m_armijo@lanl.gov**

When submitting your response, please include the following information.

Your Company Name	
Address	
Contact Details	
Response Valid Until	

This document has important legal consequences. The information contained in this document is proprietary of Los Alamos National Security, LLC. It shall not be used, reproduced, or disclosed to others without the express and written consent of Los Alamos National Security, LLC.

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1 Header Information

1.1 General Information

Title **Crowdsourcing RFP**
 Amendment Date **04-AUG-2014 16:59:02**
 Amendment Description **Replace Exhibit "D" Statement of work and Technical Specifications with Exhibit "D" Statement of Work and Technical Specifications, Rev. 1**

Preview Date **Not Specified** Open Date **28-JUL-2014 08:46:59**
 Close Date **08-AUG-2014 16:30:00** Award Date **Not Specified**
 Time Zone **Mountain Time** Buyer **Armijo, Maureen**
 Quote Style **Blind** Email **m_armijo@lanl.gov**
 Outcome **Standard Purchase Order**

1.2 Terms

Ship-To Address **LANL Main** Bill-To Address **LANL Main**
 PO Box 1663 MS P128 **PO Box 1663 MS P128**
 Los Alamos, NM 87545 **Los Alamos, NM 87545**
 United States **United States**

Payment Terms **Net 30** Carrier
 FOB Freight Terms

1.3 Response Rules

This negotiation is governed by all the rules displayed below.

- Negotiation is restricted to invited suppliers
- Suppliers are allowed to respond to selected lines
- Suppliers are required to respond with full quantity on each line
- Suppliers are allowed to provide multiple responses
- Buyer may close the negotiation before the Close Date
- Buyer may manually extend the negotiation while it is open

2 Price Schedule

2.1 Line Information

Display Rank As **Win/Lose**
 Ranking **Price Only**
 Cost Factors **None**

Line	Item, Rev	Target Quantity	Unit	Unit Price	Amount	Promised Date
1	Crowdsourcing effort to develop project tracker software & solutions	1	Each			

2.2 Line Details

2.2.1 Line 1 Crowdsourcing effort to develop project tracker software & solutions

Category **Services** Start Price (USD) **Not Specified**
 Need-By Date **On or before** Target Price (USD) **Not Specified**
30-AUG-2014 08:04:50
 Ship-To Address **00-1325-05U**

Note In strict Accordance with attached Exhibit "D" dated 7/22/2014, Twenty-Nine (29) pages.

Attachments

Name	Data Type	Description
Undefined	Short Text	STANDARD TEMPLATE

Contract Terms and Conditions

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Terms and Conditions

Solicitation Provisions

SP-1 INVITATION TO SUBMIT BID/PROPOSAL IN RESPONSE TO SOLICITATION (Apr 2014)

You are invited to submit an bid/proposal/offer/quotation (herein after referred to collectively as proposal) for the items specified in this Solicitation in accordance with the terms and conditions contained herein and the below listed Subcontract Documents:

Solicitation RFQ/RFI

Exhibit "D" - Scope of Work and Technical Specifications [Dated 7/22/2014]

Exhibit "G" - Security Requirements [Dated 6/10/2014]

The North American Industry Classification System (NAICS) code for this acquisition is 541544. The small business size standard for the listed NAICS code is \$27.5 Million or less. When completing your Representations and Certifications, insert the specified NAICS code and small business size standard in paragraph (a) of FAR 52.219-1 Small Business Program Representations. All questions you may have concerning this Solicitation should be submitted in writing and directed to the LANS' Subcontract Administrator specified below.

Maureen Armijo, Subcontract Administrator

Telephone no.: 505-665-2098

Email address: m_armijo@lanl.gov

Facsimile no.: 505-665-8944

Your proposal is to be submitted to the Subcontract Administrator not later than 4:30 PM Mountain Time on August 8, 2014. Partial or incomplete proposals will not be considered.

Proposals may be faxed or submitted electronically.

Proposals sent via the U. S. Postal Service should be addressed as follows:

Los Alamos National Security, LLC

Attn: Maureen Armijo

P.O. Box 1663, MS D447

Los Alamos, New Mexico 87545

Proposals sent via other delivery services such as UPS, Federal Express, Airborne, etc. should be addressed as follows:

Los Alamos National Security, LLC

Attn: Maureen Armijo, MS D447

Bldg. SM-30 Bikini Atoll Road

Los Alamos, New Mexico 87545

Proposals that are hand-carried must be delivered to the Subcontract Administrator by the due date and time. Offerors electing to hand-carry proposals should call the Subcontract Administrator to make

arrangements for delivery.

Proposals received in response to this Solicitation will be evaluated as stated in the *Basis of Award* provision.

Please advise the Subcontract Administrator of your planned response to this Solicitation and designate your representative(s) to whom correspondence and addenda are to be sent by completing and returning Form RFP-NISP, *Notification Of Intent To Submit Proposal*, found at <http://www.lanl.gov/business/vendors/supplier-forms.php>, within five (5) calendar days of receipt of this solicitation.

SP-3 BASIS OF AWARD - LOWEST PRICE TECHNICALLY ACCEPTABLE, RESPONSIVE, RESPONSIBLE PROPOSAL (Nov 2012)

LANS intends to award a subcontract to the technically acceptable, responsive, responsible Offeror with the lowest price technically acceptable offer that conforms to the terms and conditions contained herein and the listed Subcontract Documents.

The Offeror's technical acceptability will be evaluated based on the data and information submitted in its proposal that demonstrates the Offeror's ability to meet the technical requirements of the solicitation. This will be a "go" or "no go" determination.

1. Exhibit "D" Scope of work and technical specifications.

Only those proposals determined to meet the technical requirements, will be evaluated with respect to commercial acceptability (i.e., business, administrative, and pricing information).

LANS may solicit experience and past performance information on an Offeror from references and clients identified by an Offeror. Such information may be considered in LANS' evaluation of an Offeror's technical acceptability.

SP-5 OTHER AWARD CONSIDERATIONS (Nov 2012)

LANS may: (i) reject any or all proposals if such action is in the best interest of LANS; and (ii) waive informalities and minor irregularities in proposals received. LANS reserves the right to make a partial award, multiple awards, or make no award if it deems that decision to be in the best interest of LANS

LANS intends to evaluate proposals and award a subcontract without discussions with Offerors. Therefore, each proposal should contain the Offeror's best terms from a cost or price and technical standpoint. Offerors shall include all available discounts and/or government pricing in their proposals. However, LANS reserves the right to conduct negotiations and request revised proposals from Offerors, if later determined by LANS to be necessary.

Failure of any Offeror, to whom a subcontract is offered, to properly execute and return to LANS the subcontract, together with other required submittals, within the time specified in the Subcontract Documents, will cause LANS to suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, LANS shall be entitled to remedies at law, and to declare a breach of subcontract by such Offeror, to award the subcontract to another Offeror

in accordance with the provisions of the Request for Proposal Documents, and to declare a forfeiture of Offeror's Proposal Security, if any.

The terms and conditions contained in the Subcontract Documents will be included in the resultant subcontract. LANS does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Failure to accept the terms and conditions may result in significant unacceptable delays in LANS' ability to award a subcontract and may result in an Offeror's proposal being deemed to be nonresponsive. Nonetheless, if an Offeror must take exception or suggest a deviation to a specific term or condition, the Offeror shall complete Form OED, *Offeror's Exceptions and Deviations*, found at <http://www.lanl.gov/business/vendors/supplier-forms.php> and submit it with its proposal.

In accordance with Exhibit A, General Condition GC-60, Subcontracts with Contractor's Team Members and Team Member Affiliates (Jan2010), no fee or profit shall be paid to any of CONTRACTOR'S Team Members or Affiliates.

SP-6 SUBMISSION OF PROPOSALS (Nov 2012)

Offerors shall submit signed and dated proposals to the Subcontract Administrator at or before the exact time specified in this solicitation. Proposals may be submitted on letterhead stationery, or as otherwise specified in the solicitation. As a minimum, proposals must show:

The solicitation number;

The time specified in the solicitation for receipt of offers;

The name, address, and telephone number of the offeror;

A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

Terms of any express warranty;

Price and any discount terms;

"Remit to" address, if different than mailing address;

A completed copy of the Representations and Certifications;

Acknowledgment of Solicitation Amendments;

Past performance information, when included as an evaluation factor, to include recent and relevant

contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

An Offeror agrees to hold the prices in its proposal firm for 30 calendar days from the date specified for receipt of proposals, unless another time period is specified in an amendment to the solicitation.

SP-6A SUBMISSION OF DOCUMENTS WITH PROPOSAL (Apr 20142)

The following documents must be submitted in accordance with stated instructions. They will provide the basis for the technical evaluation of an Offeror's proposal.

Representations and Certifications (Proposal Document *)

An Offeror shall complete, sign and submit Form 3002.00.2002 with its proposal. If an offering entity is a joint venture, association, consortia or partnership, each member entity must submit individual Representations and Certifications. The successful Offeror's submittal will be incorporated in the resultant subcontract. This form may be found at <http://www.lanl.gov/business/vendors/supplier-forms.php>.

SP-8 OFFEROR'S MODIFICATION AND WITHDRAWAL OF PROPOSALS (Nov 2012)

An Offeror may modify or withdraw its proposal by written notice, provided that the notice is received by the Subcontract Administrator prior to the proposal due date. Unless otherwise stated, modifications to a proposal or submissions of a new proposal shall be in accordance with the solicitation requirements set forth herein.

SP-9 ADDENDA TO SOLICITATION (Nov 2012)

LANS may, by amendment, modify any solicitation provision or Subcontract Document at any time prior to the award of any resultant subcontract. If the Subcontract Documents are modified, all terms and conditions that are not modified remain unchanged.

Offerors shall acknowledge receipt of amendments to the Subcontract Administrator by email or facsimile. In addition, Offerors must also acknowledge receipt of all amendments in the Offeror's proposal.

SP-10 NOTICE CONCERNING NEW MEXICO GROSS RECEIPTS TAX (Jul 2014)

New Mexico Gross Receipts Tax (NMGRT) is unique to New Mexico and, unlike a sales tax, is an excise tax imposed on the seller of certain goods and services in exchange for the privilege of doing business in New Mexico. Additional information on NMGRT may be found at <http://www.tax.newmexico.gov/Businesses/gross-receipts.aspx>.

LANS issues various types of New Mexico Non-Taxable Transaction Certificates (NTTC) to its subcontractors,

which entitle the certificate holder to take appropriate deductions from NMGR T on its Combined Reports Form (CRS-1) that is submitted to the New Mexico Taxation and Revenue Department. An NTTC issued by LANS to a subcontractor can only be used to support that subcontractor's deductions; it does not entitle a subcontractor's immediate and/or lower-tier subcontractors, including any individuals and entities that that are issued an IRS Form 1099, to any deductions or exemptions from NMGR T under New Mexico law. However, a subcontractor may be entitled to issue an NTTC to its immediate and lower tier subcontractors under certain conditions. Consequently, each Offeror is encouraged to consult with its tax advisor prior to submitting its proposal if it has any questions regarding NMGR T.

Since the successful Offeror (i.e. SUBCONTRACTOR) will be issued one or more NTTCs by LANS as appropriate, LANS will not pay NMGR T to SUBCONTRACTOR for work performed by its own employees. However, LANS may pay SUBCONTRACTOR for NMGR T paid to its lower-tier subcontractors, if such lower-tier subcontractors are not eligible for applicable deductions or exemptions from NMGR T under New Mexico law and such ineligibility was justified in SUBCONTRACTOR'S proposal.

Each Offeror shall complete and submit Form NMNTTC, *New Mexico Non-Taxable Transaction Certificate Request*, found at <http://www.lanl.gov/business/vendors/supplier-forms.php>, along with its proposal. The information contained in the form will be used by LANS to issue appropriate NTTCs to the successful Offeror.

This notice is not intended to provide tax advice. Employees of LANS are not qualified or permitted to give tax advice.

SP-11 ENCLOSE PRICE LISTS AND PRICING INFORMATION/DOCUMENTATION (Jan 2010)

An Offeror shall furnish with its offer either a published price list or a fee schedule for the solicited items.

If an Offeror does not have pricing documentation, an Offeror shall provide a copy of three (3) recent invoices showing the pricing offered to customers who have received the same/similar item(s).

If an Offeror has had a previous contract with LANS for the same/similar types of item(s), an Offeror shall include that subcontract number with its offer.

If the solicited item(s) is (are) covered by a current GSA Pricing Schedule, an Offeror shall provide the GSA Contract Number and its expiration date.

If an Offeror's pricing is not documented through any of the methods described above, an Offeror shall provide a breakdown of the cost elements of its proposal in sufficient detail to enable analysis of cost reasonableness.

SP-13 NOTICE REGARDING PAYMENT OF INVOICES BY ELECTRONIC FUNDS TRANSFER (Nov 2012)

LANS prefers to transmit payment for invoices using the federal Automated Clearing House process. This process reduces the number of days it takes for a subcontractor to receive their money. In order to participate in this process, Offerors must complete and return Form CFO-EFTA, *Electronic Funds Transfer Authorization Form*, found at <http://www.lanl.gov/business/vendors/supplier-forms.php>, directly to the LANS Treasury Department at the address shown on the form.

SP-14 SOFTWARE LICENSE AGREEMENT OR MAINTENANCE AGREEMENT (Jan 2010)

An Offeror shall provide, with its response to the solicitation, any software license agreement or any maintenance agreement required by Offeror. However, in order for the agreement to be made a part of any resulting subcontract, it must be approved in writing by the Subcontract Administrator and incorporated by reference in the subcontract. In the event of a conflict or inconsistency between the terms and conditions contained in an Offeror's software license agreement / maintenance agreement and the terms and conditions of the resultant subcontract, the terms and conditions of the subcontract shall take precedence.

SP-17 REGIONAL PURCHASING PRICING PREFERENCE (Mar 2012)

In accordance with Appendix M of the LANS' Prime Contract with DOE/NNSA, LANS will maximize procurement opportunities for Northern New Mexico (NNM) small business concerns by providing a Regional Purchasing Pricing Preference in acquisitions exceeding the LANL competitive threshold of \$100,000. The price preference will be given by adding a 5% adjustment factor to the proposed total price/cost including priced options of those bidders/offerors whose businesses do not meet the definition of a NNM small business concern.

A NNM small business concern is a small business that is actively engaged in doing business in NNM, has an operative business location in NNM, and uses labor from NNM. NNM includes the counties of Taos, Santa Fe, Rio Arriba, Sandoval, Mora, San Miguel, and Los Alamos, and the eight regional Pueblos of Nambe, Picuris, Pojoaque, San Ildefonso, Ohkay Owingeh (formerly known as San Juan), Santa Clara, Taos, and Tesuque.

If a business claims to be a NNM small business concern, it must demonstrate to LANS' satisfaction when requested, through the submission of New Mexico gross receipts tax and unemployment compensation tax forms or otherwise, that for the calendar year preceding the submission of its bid/offer that:

it has been properly authorized to do business and has been operating in NNM with a staff of three or more full time equivalent employees (of which 51% must reside in NNM), and that it currently has a facility in NNM that can support the business activity contemplated by the Statement of Work / Scope of Work;

or

it has historically operated in NNM with two or less full time equivalent employees who reside in NNM, it is independently owned (i.e., its owner(s) exercise(s) close control over operations and decisions which are not subject to control or the power to control by others), its majority ownership interest is held by residents of NNM, it has been properly authorized to do business in NNM and it currently has a facility in NNM that can support the business activity contemplated by the Statement of Work / Scope of Work.

SP-22 LANS AWARD PROTEST PROCEDURES (Jan 2010)

By responding to this Solicitation, an Offeror agrees that the procedures specified below are the sole remedy available for resolution of a protest to any action or inaction arising from or related to the award of the resultant subcontract.

Time For Filing A Protest: A protest should be submitted to the LANS Associate Director of Business Services (ADBS) within seven (7) calendar days of the date that an Offeror knows or should have known the basis of its protest, and in no event, not later than seven (7) calendar days after award.

Submittal of Protest: The ADBS's mailing address is:

Associate Director of Business Services
MS A108
PO Box 1663
Los Alamos, NM 87545
and telefax number is 505-667-5624

With a copy submitted to:

Acquisition Services Manager
MS P201
PO Box 1663
Los Alamos, NM 87545
and telefax number is 505-667-3348.

Protest Format: A protest must be signed and must contain the following information:

- The name, address, telefax and telephone numbers of the Offeror;
- The solicitation or subcontract number;
- A detailed statement of the factual and legal grounds for the protest, including a description of the alleged harm suffered by the Offeror;
- Copies of relevant documents; and
- A request for a ruling on the protest and statement of the relief sought.

Grounds for Dismissal: A protest may be dismissed by the ADBS, in writing, if it:

- Has not been filed by an Offeror;
- Has not been filed in a timely manner;
- Fails to state grounds sufficient to justify relief;
- Is not remediable through corrective action by the ADBS; or
- Is frivolous.

If the protest is not subject to dismissal, the ADBS or his/her designee will, within five (5) calendar days of receipt of an protest, conduct a telephone scheduling conference with the Offeror, the Subcontract Administrator, and other appropriate individuals to establish deadlines for (1) oral or written arguments, and (2) if necessary, oral and/or written responses.

Decision on Protest After considering the arguments and responses of the parties, the ADBS or his/her designee shall promptly issue a written decision. The protest shall be granted if the protesting Offeror demonstrates that the action or inaction, which is the subject of the protest, lacked a rational basis or was not in the best interests of LANL. The decision rendered by the ADBS or his/her designee shall be final and conclusive and not subject to any further review.

Relief: Financial remuneration is not an available form of relief. However, if the objection is affirmed, the ADBS or

his/her designee may grant appropriate relief, such as:

- Amending the solicitation;
- Issuing a new solicitation;
- Re-evaluation the proposals or bids and directing award of the subcontract in accordance with applicable laws, regulations and LANS policies;
- Refraining from exercising options under the subcontract;
- Terminating the subcontract; or
- Any other relief the ADBS or his/her designee determines is appropriate.

Special Conditions

SC-2 AUTHORITY OF PERSONNEL (Apr 2012)

(a) CONTRACTOR designates the below named individual as the Subcontract Administrator to administer the subcontract and act as CONTRACTOR'S authorized representative.

Maureen Armijo
Los Alamos National Security, LLC
Los Alamos National Laboratory
P.O. Box 1663, Mail Stop D447
Los Alamos, NM 87545-1663
Phone: (505) 665-2098
Fax: (505) 665-8944
Email: m_armijo@lanl.gov

Additionally, all correspondence shall be issued and received by the designated Subcontract Administrator. The Subcontract Administrator is the only individual authorized to direct SUBCONTRACTOR to deviate from the express, written terms of the subcontract.

(b) CONTRACTOR designates the below named individual as the Subcontract Technical Representative (STR), who is the point of contact for all of the technical aspects of the subcontract and is responsible for oversight of SUBCONTRACTOR technical performance under this subcontract. The STR is also responsible for monitoring and facilitating SUBCONTRACTOR compliance with various subcontract requirements, such as submission of technical deliverables and evidence of completion of training requirements.

TBD
Los Alamos National Security, LLC
Los Alamos National Laboratory
P.O. Box 1663, Mail Stop *
Los Alamos, NM 87545-1663

Phone: (505) 66*

Fax: (505) 66*

Email: *

The STR may designate other personnel to oversee the performance of the Work, sign field tickets, etc. However, the designated STR retains ultimate authority over the technical aspects of the Work. Should SUBCONTRACTOR and the STR disagree over the technical aspects of the subcontract such matters will be immediately referred to CONTRACTOR'S Subcontract Administrator for resolution. The STR does not possess any authority, express or implied, to direct SUBCONTRACTOR to deviate from the terms and conditions of the subcontract.

(c) The Acquisition Services Management Division Manager, or the Manager's designee, may change the Subcontract Administrator, STR or SAPR at any time upon written notice to the SUBCONTRACTOR.

SC-28 ASSESSMENT OF SUBCONTRACTOR'S PERFORMANCE (Sep 2012)

CONTRACTOR shall periodically assess SUBCONTRACTOR'S performance to document how well SUBCONTRACTOR performed to the various standards/requirements described in this subcontract. That information will be used by CONTRACTOR in the future to determine whether SUBCONTRACTOR will be invited to submit proposals/bids for future solicitations for similar work.

SC-132 CEILING PRICE AND ALLOTMENT OF FUNDS (Jan 2010)

The ceiling price for all items ordered under this subcontract is TBD (\$*). SUBCONTRACTOR waives its right to monies to which it might otherwise have been entitled in excess of the ceiling price.

The amount of funds presently available for payment by CONTRACTOR and allotted to this subcontract is TBD (\$*). SUBCONTRACTOR shall deliver items ordered up to the point at which the total amount paid and payable approximates, but does not exceed, the total amount actually allotted.

CONTRACTOR will allot additional funds to this subcontract up to the full ceiling price provided funds are made available by Owner or Government. If additional funds are allotted to this subcontract, CONTRACTOR shall modify this subcontract to reflect such additional funding.

SUBCONTRACTOR shall notify CONTRACTOR whenever it has reason to believe that the amount previously paid under this subcontract, when added to the amount to be paid under this subcontract within the next 30 days, will exceed 80% of the total amount actually allotted. Upon notification, CONTRACTOR will allot additional funds or may suspend or terminate this subcontract in accordance with its terms.

Subcontract modifications shall not be considered an authorization to exceed the allotted amount unless they contain a statement increasing the total amount actually allotted.

SC-143 OPTION TO EXTEND TERM OF SUBCONTRACT (Jan 2010)

CONTRACTOR may extend the term of this subcontract by giving written notice to SUBCONTRACTOR by the date specified as the expiration date of this subcontract. CONTRACTOR shall attempt to give SUBCONTRACTOR a preliminary written notice of its intent to extend the term of this subcontract at least 60 days before the then current

expiration date; however, the preliminary notice shall not be a commitment by CONTRACTOR to extend the term of this subcontract. Failure to provide the preliminary notice at least 60 days before the current expiration date does not prevent CONTRACTOR from the exercise of an option. The exercise of an option to extend the term of this subcontract shall be accomplished by a unilateral written modification issued by CONTRACTOR.

The term of this subcontract may be extended pursuant to this clause for up to TBD (*) months beyond the initial term. Such extension may be made from time to time or in one modification. However, the total duration of this subcontract, including the exercise of options under this clause, shall not exceed TBD (*).

General Conditions

GC-65D FAR AND DEAR CLAUSES INCORPORATED BY REFERENCE (Jun 2013)

CI-OFF Appendix SFA-1 FAR and DEAR Clauses Incorporated By Reference (Rev. 1.1, 6/17/13) found at URL <http://www.lanl.gov/business/vendors/terms-conditions.php> are incorporated by reference as if fully set forth.

GC-68C EXHIBIT A GENERAL CONDITIONS INCORPORATED BY REFERENCE (Dec 2013)

CI-OFF Exhibit A General Conditions (Rev. 0.5, 12/13/13) found at URL <http://www.lanl.gov/business/vendors/terms-conditions.php> are incorporated by reference as if fully set forth.

GC-71 Exhibit D Scope of Work and Technical Specifications (Jan 2010)

The document attached to this subcontract titled "Exhibit D Scope of Work and Technical Specifications", dated 7/22/2014, Rev. 1, is incorporated herein by reference as if fully set forth.

GC-74 Exhibit G Security Requirements (Jan 2010)

The document attached to this subcontract titled "Exhibit G Security Requirements", dated 6/10/2014, is incorporated herein by reference as if fully set forth.

Signatures	
Buyer	Supplier
(Authorized Representative Signature)	(Authorized Representative Signature)
Name	Name
(Title)	(Title)
(Date)	(Date)

Dated 7/22/14 Rev. 1

EXHIBIT "D"

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

BACKGROUND

1.0 SCOPE OF WORK

SUBCONTRACTOR shall furnish qualified personnel, equipment, materials and facilities to perform, as detailed in this Exhibit "D", all services necessary to provide an external crowdsourcing support platform which provides the capability to post challenges (external to CONTRACTOR) and enables interaction with an established network of software developers. Specifically, CONTRACTOR is searching for a competition based methodology and platform to assist with developing software solutions to meet CONTRACTORS's needs; and required by or reasonably inferable from the Subcontract Documents. SUBCONTRACTOR shall not be relieved of performing the details of any work manifestly or customarily performed to carry out the intent of this subcontract. All work shall be performed as if fully and correctly set forth and described in the subcontract.

1.1 Work included

- 1.1.1 SUBCONTRACTOR shall provide a proven mechanism to manage the execution of software development competitions including, but not limited to:
 - 1.1.1.1 The posting and promoting of competition opportunities to a broad set of software developers;
 - 1.1.1.2 The determination of the duration of competitions;
 - 1.1.1.3 Develop approach for attracting a successful pool of competitors;
 - 1.1.1.4 Facilitate the interaction between competitors and CONTRACTOR Subject Matter Experts (SMEs) to identify and address questions and issues that arise throughout the development process.
- 1.1.2 SUBCONTRACTOR shall provide a proven mechanism to select the best solution to a given competition's requirement through the use of pre-determined objective criteria and/or structured peer reviews. Subcontractor shall provide communication of acceptance or rejection to each competition participant.
- 1.1.3 SUBCONTRACTOR shall manage all aspects competition process. SUBCONTRACTOR shall initiate its standard process to include verifying the successful participant's identity, their ownership of the submitted solution, and transferring ownership of the submitted solution to CONTRACTOR.
- 1.1.4 SUBCONTRACTOR shall provide a proven mechanism to take the overall requirements for a software project and decompose it into a number of individual scope components. Each of these components shall then be the subject of an individual open competition to be worked on by software developers with the appropriate specialization(s).
- 1.1.5 SUBCONTRACTOR shall provide proven mechanism to take the winning solution for each individual scope component and assemble them into a functioning deliverable that meets the overall requirements for the software project. This includes, but is not limited to:
 - 1.1.5.1 Unit testing;
 - 1.1.5.2 Component integration;

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- 1.1.5.3 Integration testing; and
- 1.1.5.4 Full system testing.

- 1.1.6 SUBCONTRACTOR shall provide Development\Testing Environment(s) for use by developers. No access shall be given to CONTRACTOR systems for the purpose of developing or testing software.
- 1.1.7 SUBCONTRACTOR shall have the ability to restrict the developers participating in CONTRACTOR competitions based on specific CONTRACTOR determined qualifications such as US Citizenship or certain technical certifications.
- 1.1.8 If required by CONTRACTOR for a specific competition in order to protect CONTRACTOR intellectual property, SUBCONTRACTOR shall be able to facilitate the execution of Non-Disclosure Agreements (NDAs) with developers prior to participation in CONTRACTOR competitions.
- 1.1.9 SUBCONTRACTOR shall be a US-based company.
- 1.1.10 SUBCONTRACTOR shall provide a training program for selected CONTRACTOR participants covering all aspects of the Crowdsourcing Support Platform and best practices for its utilization.
 - 1.1.10.1 SUBCONTRACTOR shall provide documentation of the content of the training. This can be a lesson plan, user guide or other documentation that reflects the content of the training.
 - 1.1.10.2 SUBCONTRACTOR shall document the training on a LANL form 1651 or equivalent training roster provided by the subcontractor.

1.2 Work not included

None

1.3 Deliverables

- 1.3.1 SUBCONTRACTOR shall provide to CONTRACTOR all artifacts related to the developed Project Tracker software that are necessary for the installation, integration, configuration, testing, use, operation, and on-going maintenance of Project Tracker by CONTRACTOR. These include but are not limited to the following:
 - 1.3.1.1 Requirements document(s)
 - 1.3.1.2 Design document(s)
 - 1.3.1.3 Fully commented software source code and build instructions
 - 1.3.1.4 All web pages, images files, style sheets, etc... used in the User Interface
 - 1.3.1.5 Database DDL and database build scripts
 - 1.3.1.6 Complete list of all software tools (including versions) used in the creation of, and necessary for the on-going maintenance of, Project Tracker
 - 1.3.1.7 Complete description of server-side and client-side hardware and software required to host Project Tracker.
 - 1.3.1.8 Test case and vendor executed test results documentation
 - 1.3.1.9 Installation and configuration documentation
 - 1.3.1.10 Assistance resolving any installation, integration, and/or configuration problems encountered by CONTRACTOR
 - 1.3.1.11 A basic user guide describing Project Tracker and how to use it
 - 1.3.1.11.1 An administrators user guide describing Project Tracker administrator functions

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2.0 TECHNICAL REQUIREMENTS

2.1 Technical Specifications

- 2.1.1 Through the method of crowd sourcing, the Subcontractor shall develop the software effort entitled "Project Tracker" as identified under Appendix A of the Statement of Work, dated 7/7/14.
- 2.1.2 Authentication, Authorization, and Delegation Rules for Project Tracker
 - 2.1.2.1 User authentication shall be accomplished using users' Windows domain accounts.
 - 2.1.2.2 Authority to view and modify information in Project Tracker is controlled at the Project Number level.
 - 2.1.2.3 Individuals explicitly associated with a Project Number in the PA_PROJECT_PLAYERS view in the Replicated Database shall have access to view and modify.
 - 2.1.2.4 The Project Manager associated with a Project Number in the PA_PROJECT_PLAYERS view in the Replicated Database can delegate access to other individuals to view and modify their Project Number. Provide a mechanism for use by project managers to maintain these delegations.
 - 2.1.2.4.1 Entries on the delegation list shall be limited to internal (company) individuals only. Selection of users shall be from the HR_FEED_NS view in the Replicated Database.
 - 2.1.2.5 A Super User group shall be created for purposes of supporting the tool.
 - 2.1.2.5.1 Provide a mechanism for members of the Super User group to add/remove other individuals from the Super User group. It is anticipated that the Super User group will be small (e.g., less than 10 individuals).
 - 2.1.2.5.2 Members in the Super User group can view and modify information for any Project Number.
 - 2.1.2.5.3 Entries in the super user group shall be limited to internal (company) individuals only. Selection of users shall be from the HR_FEED_NS view in the Replicated Database.
- 2.1.3 Printing. Pressing the print button shall result in a printable page being rendered that includes the graphs displayed in Part A, the tasks displayed in Part B, as well as each of Part B's notes fields displayed in their entirety and included below Part B. Include page numbers, a date\time stamp, and "LANS Proprietary Information" in the footer of all printed pages.
 - 2.1.3.1 Subcontractor shall recommend whether report be created in HTML or PDF format. PDF is preferred.
- 2.1.4 Subscriptions. A "Subscription" feature shall be provided that allows the automatic creation and delivery (via email) of the project summary report (the same report identified in the Printing section above) to individuals identified by the Project Manager on a periodic basis.
 - 2.1.4.1 Provide a feature by which a subscription list can be maintained for each Project Number.
 - 2.1.4.2 Any individual with access to a Project Number can manage the subscription list (add | delete) for that Project Number.
 - 2.1.4.3 Entries on the subscription list shall be limited to internal (company) individuals only. Selection of users shall be from the HR_FEED_NS view in the Replicated Database.

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- 2.1.4.4 Subscription frequency options shall include Weekly (on a day selected by the user) or Monthly (at fiscal month end).
 - 2.1.4.5 The subscription process shall run automatically on a daily basis at a specific time. The run time will be specified by the Project Tracker administrator.
 - 2.1.4.5.1 Use the PA_PERIODS_ALL view in the replicated database to determine what the last date of a fiscal month is. Fiscal month end subscriptions shall be processed on the first week day following fiscal month end.
 - 2.1.4.6 The subscription process shall create one email with all subscribers in the "TO:" line and the project name in the subject line.
 - 2.1.4.7 Provide a mechanism for the Project Tracker administrator to specify the email address to be used in the "From" line.
 - 2.1.4.8 Provide a mechanism for the Project Tracker administrator to specify the text contained in the subscription notification email message.
 - 2.1.4.9 Project summary report files created by the subscriptions process shall reside server-side and shall not be sent as attachments on generated email messages. Generated email messages shall contain a link to the project summary report file residing on the server.
- 2.1.5 Project Tracker shall be web-based; usable from current versions of today's modern web browsers including MS Internet explorer, Firefox, Chrome, and Safari; require no special downloads or plug-ins to function; and shall function similarly from Windows PCs, Macintosh computers, and Unix/Linux workstations.
 - 2.1.6 Server side code shall be capable of running in a Virtual Machine (VMWare) hosted environment.
 - 2.1.7 Project Tracker's local database shall be MS SQL Server (version 2012).
 - 2.1.8 All web pages and printable reports shall be marked "LANS Proprietary Information" in a footer line.
 - 2.1.9 All Project Tracker code shall implement Cyber Security best practices. Project Tracker code shall provide protection against specific risks identified in the Open Web Application Security Project's (OWASP) Ten Most Critical Web Application Security Risks (<http://owasptop10.googlecode.com/files/OWASP%20Top%2010%20-%202013.pdf>).
 - 2.1.10 SUBCONTRACTOR shall work with CONTRACTOR to clarify requirements to the extent necessary to allow SUBCONTRACTOR to fully design and develop software.

2.2 Technical Approach

The following technical approach or methodology shall be followed in the performance of SUBCONTRACTOR'S work.

- 2.2.1 Development of software shall be achieved through crowd sourcing technical approach.

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2.3 Technical Performance Requirements

2.3.1 See Appendix A for Technical Performance Requirements of software.

2.4 Other Requirements

2.4.1 Are there any???

2.6 Request To Deviate From Technical Requirements

SUBCONTRACTOR shall use LANL Form 2178, Conduct of Engineering Subcontractor Deviation Disposition Request, whenever it seeks CONTRACTOR'S approval to deviate from a technical specification. The form may be found at <http://engstandards.lanl.gov/2178.doc>.

3.0 APPENDICES

Appendix A - Project Tracker Requirements, dated 7/7/14
Appendix B – Mockup of Project Tracker Tool, dated 7/7/14

Dated 7/22/14

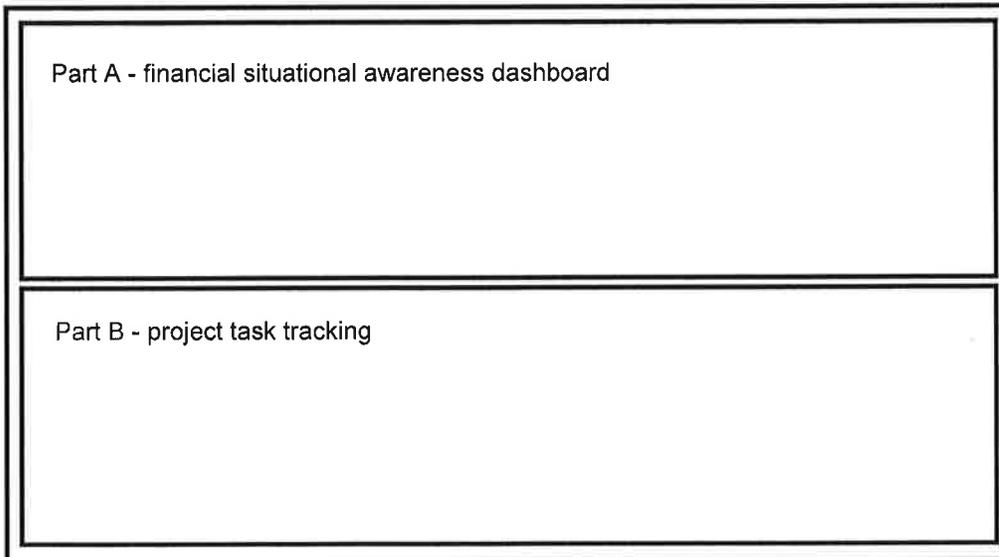
APPENDIX A
PROJECT TRACKER REQUIREMENTS
Dated 7/7/14

SUBCONTRACTOR shall execute a crowd sourcing effort to produce a piece of software, to be called Project Tracker, that meets the requirements outlined herein.

Requirements Summary: Project tracker is intended to be a web-based 'dashboard' type tool providing users with friendly, easy to use, project budget \ task tracking information to assist with planning and tracking for small sized projects. Project Tracker provides an alternative to more complex and functionally rich institutional tools that are overkill for many small projects' needs.

The Project Tracker dashboard page consists of two parts:

1. Part A. A project financial situational awareness dashboard. This dashboard displays, in a simple to understand manner, basic financial data pertaining to specific project(s). Data is displayed graphically and additional detail can be obtained by "drilling down" to lower-level graphs and/or reports. Data is obtained from the CONTRACTOR institutional accounting system and is replicated daily to a financial database held on a SQL Server instance for use by Project Tracker.
2. Part B. A project task tracking tool. This tool allows users to define a simple work breakdown structure (task list) for a project, (optionally) associate task(s) with specific CONTRACTOR accounting codes for displaying actual budget\costs at the task level, and manually manipulate percent complete for each task.

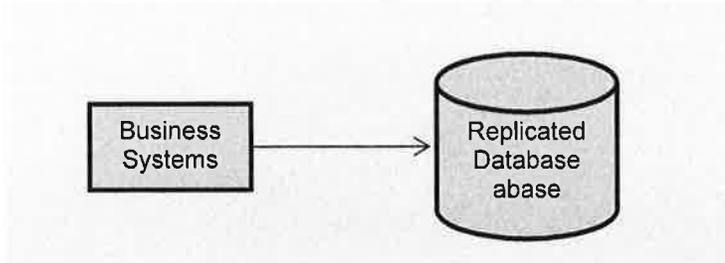


* See Appendix B for a mockup of what the Project Tracker tool might look like

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Requirements for Part A - Project Financial Situational Awareness Dashboard

1. Dashboard graphs and reports are to be populated with data, obtained from CONTRACTOR's institutional business systems, replicated daily to a database held on a SQL Server instance hereafter referred to as the "Replicated Database".



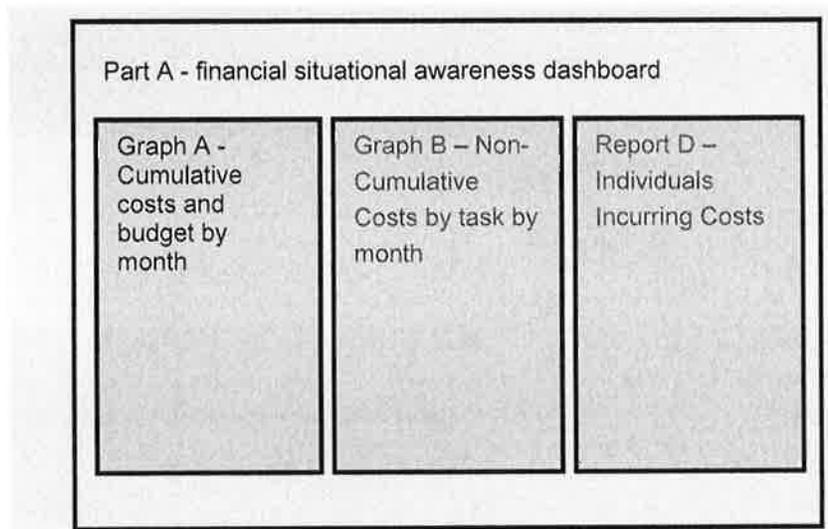
- a. The Replicated Database is reference data and is read-only.
 - b. Database DDL and test data will be provided to SUBCONTRACTOR for development and testing purposes.
 - c. Data in the replicated database currently goes back to FY11 (October 1, 2011). An effort is underway to provide data back to FY07. (October 1, 2007)
 - d. Views made available for use by Project Tracker in the Replicated Database include the following:
 - i. PA_PROJECT_PLAYERS. Contains details related to specific Project Numbers.
 - ii. CPT1. Non-cumulative cost and budget by month.
 - iii. CPT2. Non-cumulative cost by budget and line sum code.
 - iv. CPT3. Non-cumulative cost by budget, line sum code, and line num code
 - v. CPT4. Non-cumulative budget detail by project number.
 - vi. PA_PERIODS_ALL. Contains fiscal calendar information including start_date and end_date for fiscal months.
 - vii. HR_FEED_NS. Personnel view (e.g., employee name, employee ID (also known as "Z number"), email address.
 - viii. W_PROJECT_D. Details related to all Project Numbers.
2. User Input for Part A and B.
 - a. System shall remember the most recently supplied inputs and auto-fill user input fields on subsequent visits by the same user, including the state of the tree control in Part B
 - b. The user supplies one or more six character Project Numbers(s) as input.
 - i. Typically only one Project Number will be supplied, however some users may wish to aggregate two or more projects to see a combined view.
 - ii. A multi-select drop down list of Project Numbers shall be populated by combining the following:
 1. Selecting distinct Project Numbers from the PA_PROJECT_PLAYERS view in the Replicated Database where the logged-in user is one or more

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- of the following roles: Project Manager, Program Manager, Core Analyst, Field Analyst, or Program Analyst
2. Selecting distinct Project Numbers from the local Project Tracker database where the logged-in user has been delegated access to a Project Number by the Project Number's Project Manager.
3. User Input for Part A only.
 - a. System shall remember the most recently supplied inputs and auto-fill user input fields on subsequent visits by the same user
 - b. Data displayed in graphs and reports in Part A shall be filtered by User Input values supplied
 - c. Optionally, the user may select one or more eight character Task Number(s) from a multi-select drop down list of Project Numbers.
 - i. Drop Down list shall be populated by selecting the distinct Task Numbers associated with the specified Project Number from the CPT1 view in the Replicated Database.
 - ii. Default this to "All" Task Codes
 - d. Optionally, the user may select one or more Organization(s) from a multi-select drop down list of Organizations.
 - i. Drop Down list shall be populated by selecting the distinct Organizations associated with the specified Project Number from the CPT1 view in the Replicated Database.
 - ii. Default this to "All" Organizations
 - e. User interface shall include an option (perhaps a checkbox) that controls whether or not dollar totals are reset at fiscal year (October 1 through September 30) boundaries. For some projects and some situations it makes sense to carry cumulative totals (budget or cost) from one fiscal year to the next, in other situations both cumulative budget and cumulative costs "reset" each fiscal year. Our fiscal year is 1 Oct through 30 Sep.
 - f. User interface shall include an option (perhaps a radio control) that controls whether dollar amounts are displayed as totals by fiscal month or totals by fiscal year.
 - g. Date Range (Fiscal MM\YYYY).
 - i. Default start date and end date to the current fiscal year. Our fiscal year is 1 Oct through 30 Sep. For example, Fiscal Year 2014 is Oct 2013 through Sep 2014.
 - ii. Provide shortcut options like "Current FY"; "Last FY"; "All Data", and "-9 months\+3 months"
 - h. Optional Special Handling for Budget Data (anticipated to be infrequently used and only by some projects):
 - i. The Replicated Database does not contain forecasted budget data for future months. Provide users with the option of entering budget forecast data for future months for their projects by MM\YYYY. Display this forecasted budget data in reports and graphs in a manner similar to actual budget data (which is only for current or historic fiscal months). As time passes, discard any previously entered forecasted budget data for what has become past fiscal months.
 - ii. The Replicated Database does not contain budget data for CONTRACTOR partner organizations (some projects are involve joint efforts between CONTRACTOR and other organizations).

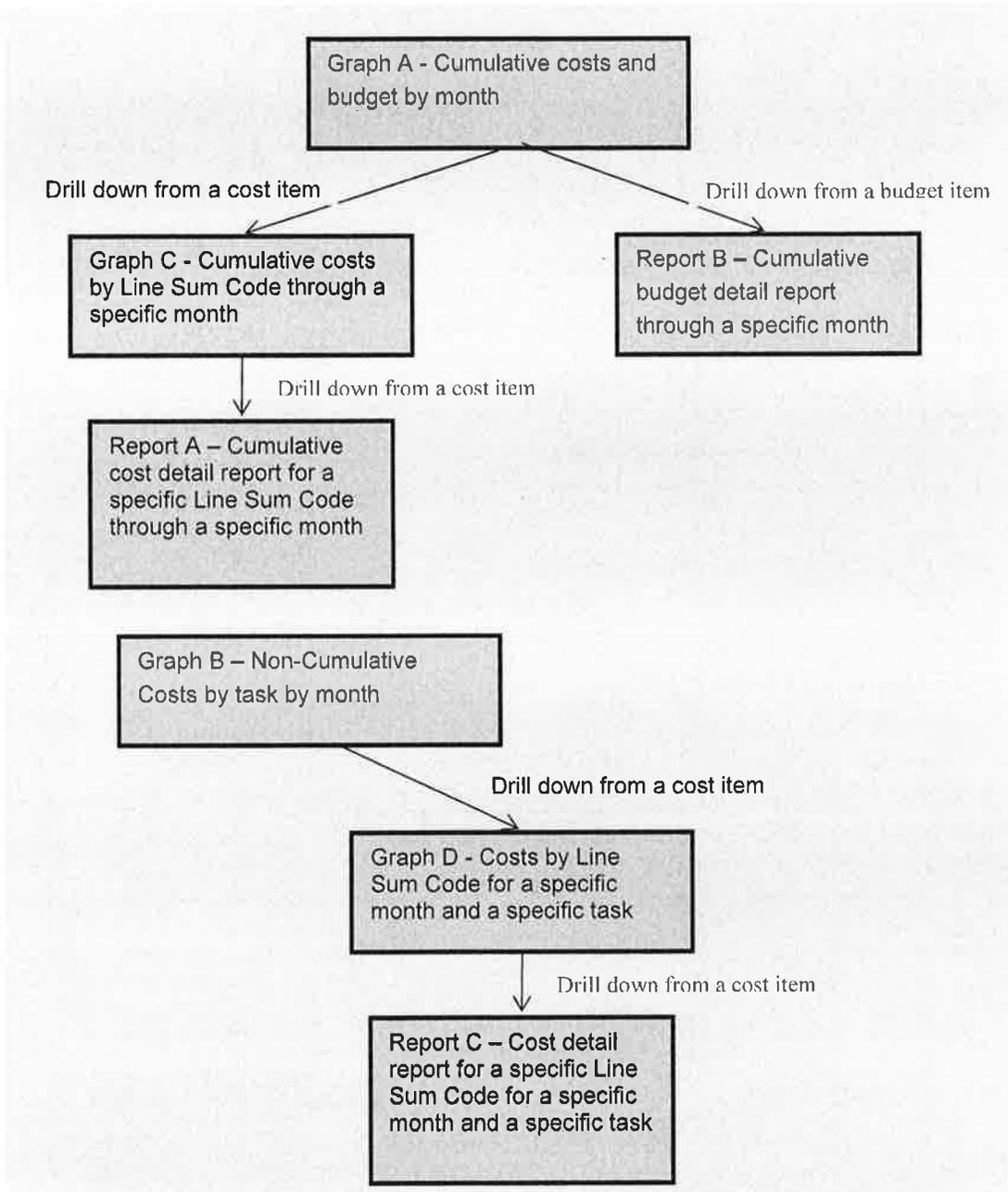
Dated 7/22/14

1. Provide users with the optional ability of entering budget data for partner organizations (referred to as "in-kind" budget) by MM\YYYY.
2. Display this budget data in reports and graphs in a manner similar to CONTRACTOR budget data. In Graph A display in-kind budget data as a separate line and in Report B display as a separate column.
4. Part A of the top level page shall display two graphs, and one report:
 - a. Cumulative costs and budget by month (Graph A)
 - b. Costs by task by month (Graph B)
 - c. Individuals Incurring Costs (Report D)

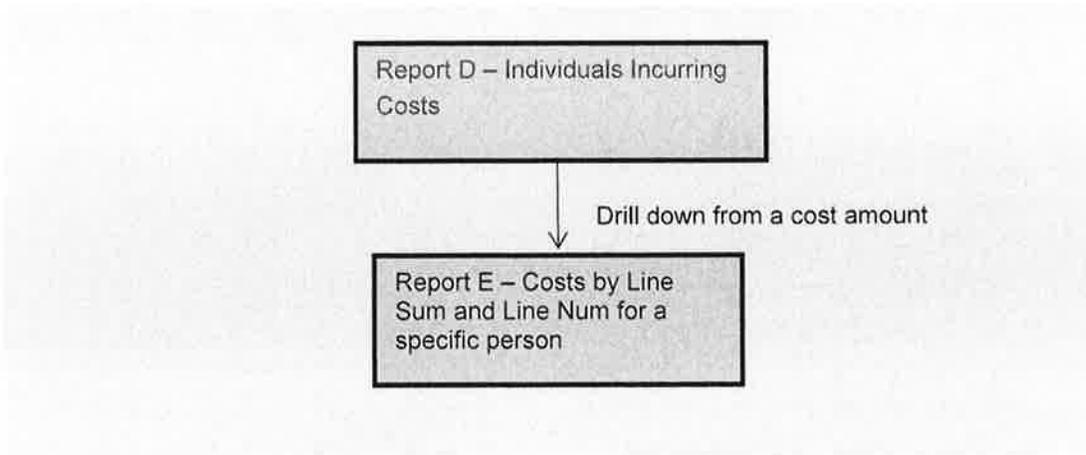


5. Additional detail can be obtained by "drilling down" to lower-level graphs and/or reports. Drilled-down to graphs/reports shall appear in the same frame (not a pop-out). The hierarchy of drill-down graphs and reports is:

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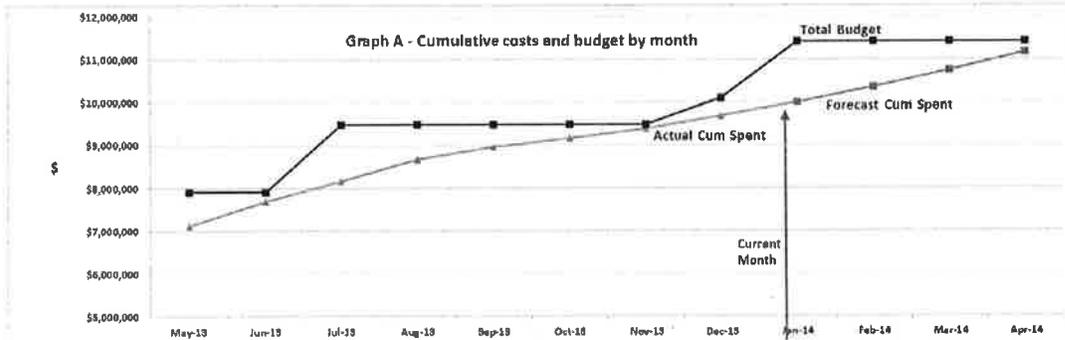


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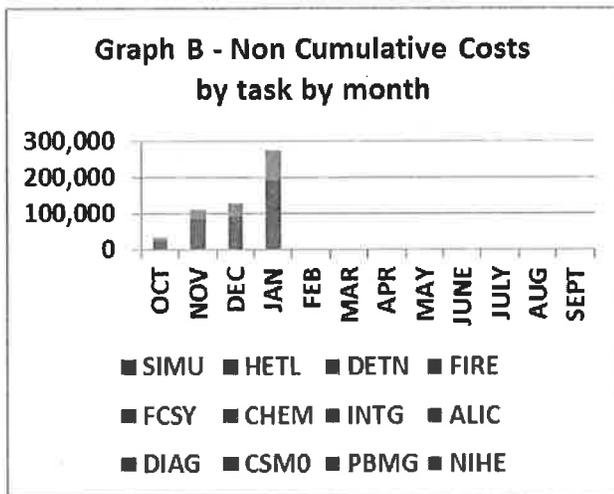


6. Example Graphs and Reports. These examples are provided to illustrate the content and intended purpose of each graph or report identified above. They are not intended to provide guidance on design and layout of graphs and reports in the actual Project Tracker tool.

a. Graph A

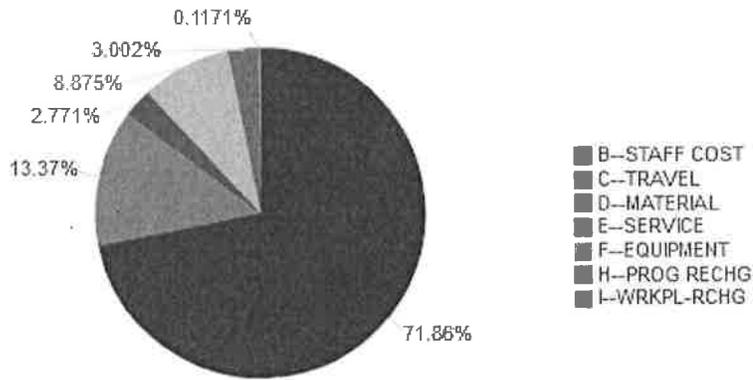


b. Graph B



c. Graphs C and D

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- d. Reports A and C. Display the quantity column for Line Sum Code = "Staff Cost" only. For Line Sum Code = "Staff Cost" quantity is in hours.

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LINE	SUM	DESC	INCURRED BY NAME	Sum of CST	TOTAL	Sum of CST	QTY
STAFF COST			Employee Name	\$1,776			30.00
			Employee Name	\$7,127			115.00
			Employee Name	\$9,954			102.00
			Employee Name	\$165			2.25
			Employee Name	\$30,351			276.00
			Employee Name	\$5,312			72.50
			Employee Name	\$49,123			365.00
			Employee Name	\$36,136			420.00
			Employee Name	\$20,819			242.00
			Employee Name	\$147			2.00
			Employee Name	\$1,044			9.50
			Employee Name	\$36,429			293.00
			Employee Name	\$42,180			483.00
			Employee Name	\$2,322			19.00
			Employee Name	\$4,690			42.75
			Employee Name	\$1,318			12.00
			Employee Name	\$51,445			527.00
			Employee Name	\$3,095			23.00
			Employee Name	\$38,461			525.00
			Employee Name	\$19,012			221.00
			Employee Name	\$8,136			108.00
			Employee Name	\$13,563			156.00
			Employee Name	\$25,198			344.00
			Employee Name	\$23,527			241.00
			Employee Name	\$6,450			75.00
			Employee Name	\$8,608			117.50
			Employee Name	\$30,227			488.00
			Employee Name	\$34,877			476.00
			Employee Name	\$23,438			160.00
			Employee Name	\$25,681			229.50
			Employee Name	\$46,797			418.00
			Employee Name	\$1,623			53.00
STAFF COST Total				\$609,030			6648

* Sum of CST_QTY is "hours" for Line Sum Code = Staff Costs. Column header shall be "Hours" and only display this column when Line Sum Code = Staff Costs.

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LINE	SUM	DESC	INCURRED BY NAME	Sum of CST	TOTAL
0		MATERIAL	Employee Name		\$300
			Employee Name		\$1,830
			Employee Name		\$825
			Employee Name		\$4,694
			Employee Name		\$1,992
			Employee Name		\$4,932
			Employee Name		\$1,030
			Employee Name		\$666
			Employee Name		\$362
			Employee Name		\$120
			Employee Name		\$983
			Employee Name		\$61,700
			Employee Name		\$794
			Employee Name		\$544
			Employee Name		\$1,504
MATERIAL Total					\$82,275

e. Report B

Fiscal Year	Fiscal Period	Budget Ins\outs	Cummulative Budget
2011	Oct-10	\$1,531,568	\$1,531,568
2011	Nov-10	\$0	\$1,531,568
2011	Dec-10	\$0	\$1,531,568
2011	Jan-11	-\$750,000	\$781,568
2011	Feb-11	\$200,000	\$981,568
2011	Mar-11	\$0	\$981,568
2011	Apr-11	\$160,000	\$1,141,568
2011	May-11	\$390,000	\$1,531,568
2011	Jun-11	\$0	\$1,531,568
2011	Jul-11	\$0	\$1,531,568
2011	Aug-11	\$33,000	\$1,564,568
2011	Sep-11	\$0	\$1,564,568
2012	Oct-11	\$55,833	\$1,620,401
2012	Nov-11	\$1,500,000	\$3,120,401
2012	Dec-11	\$0	\$3,120,401
2012	Jan-12	\$0	\$3,120,401
2012	Feb-12	\$0	\$3,120,401
2012	Mar-12	\$0	\$3,120,401
2012	Apr-12	\$151	\$3,120,551
2012	May-12	\$380,000	\$3,500,551
2012	Jun-12	\$0	\$3,500,551
2012	Jul-12	\$0	\$3,500,551
2012	Aug-12	\$0	\$3,500,551
2012	Sep-12	\$0	\$3,500,551

f. Report D – Individuals Incurring Costs

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Report D – Individuals Incurring Costs

INCURRED BY ZNO	INCURRED BY NAME	Total
	Employee Name	\$6,450
	Employee Name	\$147
	Employee Name	\$1,164
	Employee Name	\$26,496
	Employee Name	\$20,200
	Employee Name	\$19,042
	Employee Name	\$46,516
	Employee Name	\$25,198
	Employee Name	\$4,690
	Employee Name	\$43,790
	Employee Name	\$27,449
	Employee Name	\$368
	..	\$497,851
Grand Total		\$1,605,573

* - If Report D includes a line for “Unspecified”, then include a note below Report D describing what Unspecified is. Note = “Unspecified in present when the Oracle EBS does not contain the specific name of the individual who incurred the costs. Contact your budget analyst if you have questions.”

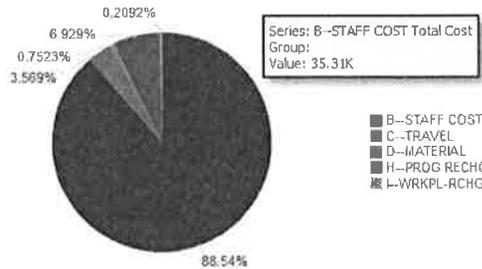
g. Report E – Costs by Line Sum and Line Num for a specific person

LINE SUM DESC	LINE_NUM DESC	Total
MATERIAL	MATRL PO	\$300
STAFF COST	PRO155-170	\$49,123
Grand Total		\$49,423

* - Include the name of the individual who incurred the costs above this report

Additional Requirements:

1. When mouse pointer is hovered over graphs (mouse over), the series and group (X and Y) shall be displayed as in the examples below.



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2. Graphs and reports shall have a consistent look and feel, and be attractive and easy to read
 - a. All graphs and report shall contain short self-explanatory titles
 - b. Both the horizontal and the vertical axis shall be labeled with variable names and units. The major values shall be clearly labeled with a meaningful numbering system (e.g. Oct 2012, Nov 2012). The dependent variable shall be plotted on the vertical axis and the independent variable on the horizontal axis
 - a. Legends shall be provided that identify data series
 - b. The origin shall be zero. If the scaling of any axis prohibits the inclusion of the origin, a broken axis shall indicate the offset from the origin.

Requirements for Part B - Project Task Tracking Tool

This tool allows users to define a simple work breakdown structure (task list) for a project, (optionally) associate task(s) with specific CONTRACTOR accounting codes for displaying actual budget\costs at the task level, and manually manipulate percent complete for each task.

These screen examples are provided to illustrate the content and intended purpose of the Task Tracking Tool. They are not necessarily intended to communicate specific design and layout requirements. The vendor is encouraged suggest design and/or usability improvements.

The Project Task Tracking Tool

Project Task Tracking Tool % Complete % Spent

Task Description	Start Date	End Date	Task ID	% Complete	Costs	Budget	% Spent	Notes
Totals for Tasks Listed Below				34.1%	98,429	277,000	35.5%	
Initiation	2/1/2014	2/28/2014	00000100	100%	4,900	5,000	98.0%	
Design	3/1/2014	3/31/2014	00000200	100%	27,892	25,000	111.57%	
Design Approval	4/1/2014	4/5/2014	00000210	100%	4,259	5,000	85.2%	All approvals obtained early
Conduct Experiments	4/8/2014	6/30/2014		70.8%	56,019	77,000	72.75%	
Experiment 1	4/8/2014	5/30/2014	00001100	100%	32,129	32,000	100.4%	
Experiment 2	5/1/2014	6/30/2014	00001200	50%	23,890	45,000	53.1%	Bob is expecting this to be over...
Build Prototype	7/1/2014	8/1/2014		2.3%	4,150	160,000	2.6%	
Prototype Design	7/1/2014	7/9/2014	PROT1000	25%	4,150	15,000	27.7%	Prototype design to be out...
Prototype Fabrication	7/9/2014	8/1/2014	PROT2000	0%	0	145,000	0.0%	
Produce Final Report	8/3/2014	8/7/2014	00004000	25%	1,209	5,000	24.2%	
Close-Out	9/1/2014	9/30/2014		0%				

Last modified by [person's Name] on [Date and Time]

Dated 7/22/14

Features and Functionality:

Project Task Tracking Tool

% Complete % Spent

Task Description	Start Date	End Date	Task ID	% Complete	Costs	Budget	% Spent	Notes
Totals for Tasks Listed Below	2/1/2014	9/30/2014		34.1%	98,429	277,000	35.5%	
Initiation	2/1/2014	2/28/2014	00000100	100%	4,900	5,000	98.0%	
Design	3/1/2014	3/31/2014	00000200	100%	27,892	25,000	111.57%	
Design Approval	4/1/2014	4/5/2014	00000210	100%	4,259	5,000	85.2%	All approvals obtained early
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Experiment 1	4/8/2014	5/30/2014	00001100	100%	32,129	32,000	100.4%	
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Produce Final Report	8/2/2014	8/7/2014	00004000	25%	1,209	5,000	24.2%	
Close-Out	9/1/2014	9/30/2014		0%				

Last modified by [person's Name] on [Date and Time]

1. Task List

- a. User defined list of tasks
- b. Allow nesting of tasks to two levels
- c. Allow zero to any number of tasks to be listed
- d. Present tasks in a tree control allowing for summary level tasks to be collapsed
- e. Allow users to add\modify\delete tasks from the list. Present a confirmation dialog when the user wishes to deletes tasks.
- f. Allow users to indent and outdent tasks
- g. Allow users to rearrange tasks within the list (move them up or down in the list)

Dated 7/22/14

Project Task Tracking Tool

% Complete % Spent

Task Description	Start Date	End Date	Task ID	% Complete	Costs	Budget	% Spent	Notes
Totals for Tasks Listed Below	2/1/2014	9/30/2014		34.1%	98,429	277,000	35.5%	
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Prototype Fabrication	7/9/2014	8/1/2014	PROT2000	0%	0	145,000	0.0%	
Produce Final Report	8/2/2014	8/7/2014	00004000	25%	1,209	5,000	24.2%	
Close-Out	9/1/2014	9/30/2014		0%				

Last modified by [person's Name] on [Date and Time]

2. Start Date and End Date

- a. User supplies start date and end date for each task
- b. Provide a date picker control for all date fields that are updatable by the user
- c. For summary level tasks (e.g., those with subordinate tasks)
 - i. Start date is calculated as the earliest start date from its subordinate tasks and is not directly editable by the user
 - ii. End date is calculated as the latest end date from its subordinate tasks and is not directly editable by the user
- d. Dates shall be displayed in MM\DD\YYYY format
- e. Display an alert if any start dates and/or end dates are missing

Dated 7/22/14

Project Task Tracking Tool

% Complete % Spent

Task Description	Start Date	End Date	Task ID	% Complete	Costs	Budget	% Spent	Notes
Totals for Tasks Listed Below	2/1/2014	9/30/2014		34.1%	98,429	277,000	35.5%	
Initiation	2/1/2014	2/28/2014	00000100	100%	4,900	5,000	98.0%	
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Experiment 2	5/1/2014	6/30/2014	00001200	50%	23,890	45,000	53.1%	Bob is expecting this to be ever...
Build Prototype	7/1/2014	8/1/2014		2.3%	4,150	160,000	2.6%	
Prototype Design	7/1/2014	7/9/2014	PROT1000	25%	4,150	15,000	27.7%	Prototype design to be out...
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Produce Final Report	8/2/2014	8/7/2014	00004000	25%	1,209	5,000	24.2%	
Close-Out	9/1/2014	9/30/2014		0%				

Last modified by [person's Name] on [Date and Time]

3. Task Numbers

- a. This is a user supplied field
- b. This field is provided as the mechanism by which users can associate tasks in their list with specific tasks in the accounting system for purposes of displaying actual cost and budget data (if present in the accounting system).
- c. Task number is an optional field, no value is required
- d. Provide a drop-down list for the user to select a value from. Populate the drop-down list by select distinct project numbers from the CPT1 view in the Replicated Database
- e. Task number is not allowed for summary level tasks

Dated 7/22/14

Project Task Tracking Tool

% Complete 34.1% % Spent 35.5%

Task Description	Start Date	End Date	Task ID	% Complete	Costs	Budget	% Spent	Notes
Totals for Tasks Listed Below	2/1/2014	9/30/2014		34.1%	98,429	277,000	35.5%	
Initiation	2/1/2014	2/28/2014	00000100	100%	4,900	5,000	98.0%	
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Produce Final Report	8/2/2014	8/7/2014	00004000	25%	1,209	5,000	24.2%	
Close-Out	9/1/2014	9/30/2014		0%				

Last modified by [person's Name] on [Date and Time]

4. Costs, Budget, and Percent Spent

- a. These columns shall only be populated for tasks with a Task Number present. For tasks with no Task Number present simply leave the fields blank.
- b. These columns contain calculated values that are not editable by the user
- c. For leaf (non-summary) tasks:
 - i. Costs = Sum of costs for the Project Number identified by the user and the Task Number associated with the task row, and constrained by the Start Date and End Date specified by the user (see user input section). Data selected from the CPT1 view in the Replicated Database.
 - ii. Budget = Sum of budget for the Project Number identified by the user and the Task Number associated with the task row, and constrained by the Start Date and End Date specified by the user (see user input section). Data selected from the CPT1 view in the Replicated Database.
 - iii. Percent Spent = Budget amount \ Cost amount expressed as a percentage and displayed in XXX.X% format.
- d. For summary tasks (rows with subordinate tasks):
 - i. Costs = Sum of costs of subordinate tasks
 - ii. Budget = Sum of budget of subordinate tasks
 - iii. Percent Spent = (Sum of budget of subordinate tasks \ Sum of costs of subordinate tasks) expressed as a percentage and displayed in XXX.X% format.
- e. Percent Spent Stop Light. Display a Green, Yellow, or Red stop light adjacent to the percent spent value. Color to be determined as follows:
 - i. Green if ((percent spent – percent complete)/percent spent) < .05
 - ii. Yellow if ((percent spent – percent complete)/percent spent) ≥ .05 and ≤.15
 - iii. Red if ((percent spent – percent complete)/percent spent) > .15 OR if percent spent ≥ 100.0%.

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- iv. The $< .05$, $\geq .05$ and $\leq .15$, and $> .15$ thresholds shall be configurable by CONTRACTOR via a settings file or similar feature (e.g., do not hard code these thresholds).

Project Task Tracking Tool

% Complete % Spent

Task Description	Start Date	End Date	Task ID	% Complete	Costs	Budget	% Spent	Notes
Totals for Tasks Listed Below	2/1/2014	9/30/2014		34.1%	98,429	277,000	35.5%	
Initiation	2/1/2014	2/28/2014	00000100	100%	4,900	5,000	98.0%	
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Experiment 1	4/8/2014	5/30/2014	00001100	100%	32,129	32,000	100.4%	
Experiment 2	5/1/2014	6/30/2014	00001200	50%	23,890	45,000	53.1%	Bob is expecting this to be over...
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Prototype Design	7/1/2014	7/9/2014	PROT1000	7%	4,150	15,000	27.7%	Prototype design to be out...
Prototype Fabrication	7/9/2014	8/1/2014	PROT2000	0%	0	145,000	0.0%	
Produce Final Report	8/2/2014	8/7/2014	00004000	25%	1,209	5,000	24.2%	
Close-Out	9/1/2014	9/30/2014		0%				

Last modified by [person's Name] on [Date and Time]

5. Percent Complete

- a. For leaf (non-summary) tasks:
 - i. This is a user supplied field and is the mechanism by which users can disclose the percent complete for specific tasks in their task list
 - ii. Task number is an optional field, no value is required. Default to blank (no value).
 - iii. Enforce data validation by only allowing numeric entries between 0 and 100 (inclusive) in whole numbers
- b. For summary tasks (rows with subordinate tasks):
 - i. Percent Complete = ((sum of (% complete * budget) for subordinate rows) / sum of budget for subordinate rows)
- c. Percent Complete Stop Light. Display a Green, Yellow, or Red stop light adjacent to the percent complete value. Color to be determined as follows:
 - i. Green if $((\text{percent complete} - \text{percent time elapsed}) / \text{percent time elapsed}) < .05$
 - ii. Yellow if $((\text{percent complete} - \text{percent time elapsed}) / \text{percent time elapsed}) \geq .05$ and $\leq .15$
 - iii. Red if $((\text{percent complete} - \text{percent time elapsed}) / \text{percent time elapsed}) > .15$ OR (if percent time elapsed $\geq 100.0\%$ and percent complete $\neq 100\%$)
 - iv. The $< .05$, $\geq .05$ and $\leq .15$, and $> .15$ thresholds shall be configurable by CONTRACTOR via a settings file or similar feature (e.g., do not hard code these thresholds).

Dated 7/22/14

Project Task Tracking Tool

% Complete % Spent

Task Description	Start Date	End Date	Task ID	% Complete	Costs	Budget	% Spent	Notes
Totals for Tasks Listed Below	2/1/2014	9/30/2014		34.1%	98,429	277,000	35.5%	
Initiation	2/1/2014	2/28/2014	00000100	100%	4,900	5,000	98.0%	
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Design Approval	4/1/2014	4/5/2014	00000210	100%	4,259	5,000	85.2%	All approvals obtained early
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Experiment 1	4/8/2014	5/30/2014	00001100	100%	32,129	32,000	100.4%	
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Produce Final Report	8/2/2014	8/7/2014	00004000	25%	1,209	5,000	24.2%	
Close-Out	9/1/2014	9/30/2014		0%				

Last modified by [person's Name] on [Date and Time]

6. Notes:

- a. Allow user to specify free-form text notes for any task (both summary and non-summary level tasks)
- b. Display the first portion of the note in the note field and allow a pop-out to view/edit the full note text
- c. Allow cut-and-paste functionality within the note pop-out
- d. Allow a note at the project summary level as well

Project Task Tracking Tool

% Complete % Spent

Task Description	Start Date	End Date	Task ID	% Complete	Costs	Budget	% Spent	Notes
Totals for Tasks Listed Below	2/1/2014	9/30/2014		34.1%	98,429	277,000	35.5%	
Initiation	2/1/2014	2/28/2014	00000100	100%	4,900	5,000	98.0%	
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Produce Final Report	8/2/2014	8/7/2014	00004000	25%	1,209	5,000	24.2%	
Close-Out	9/1/2014	9/30/2014		0%				

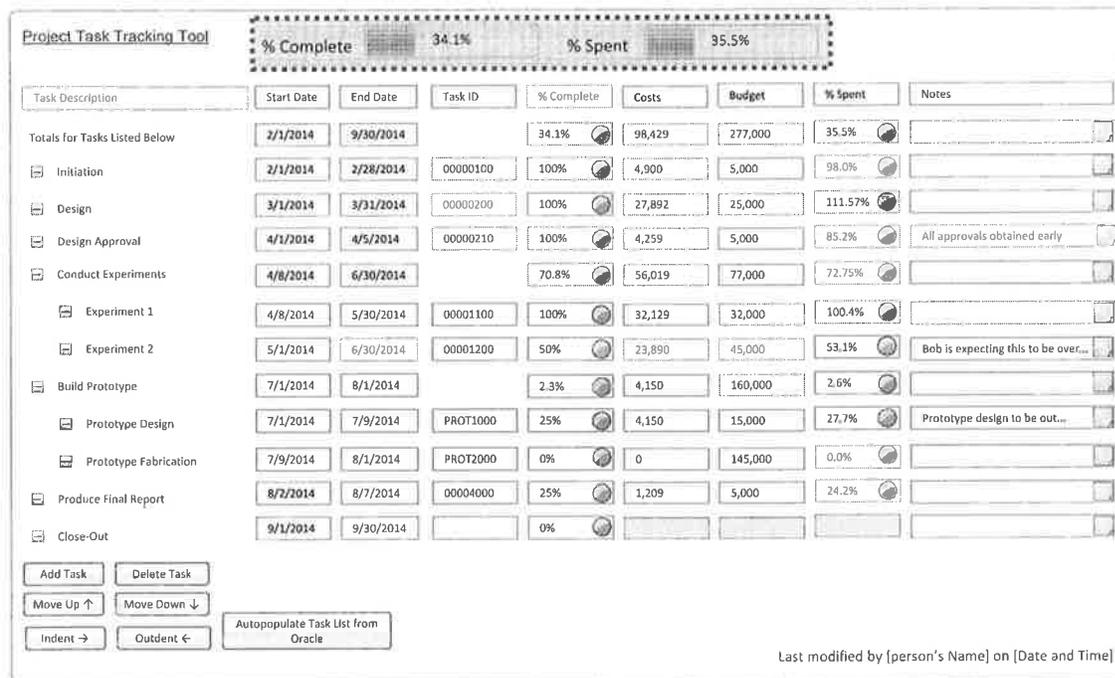
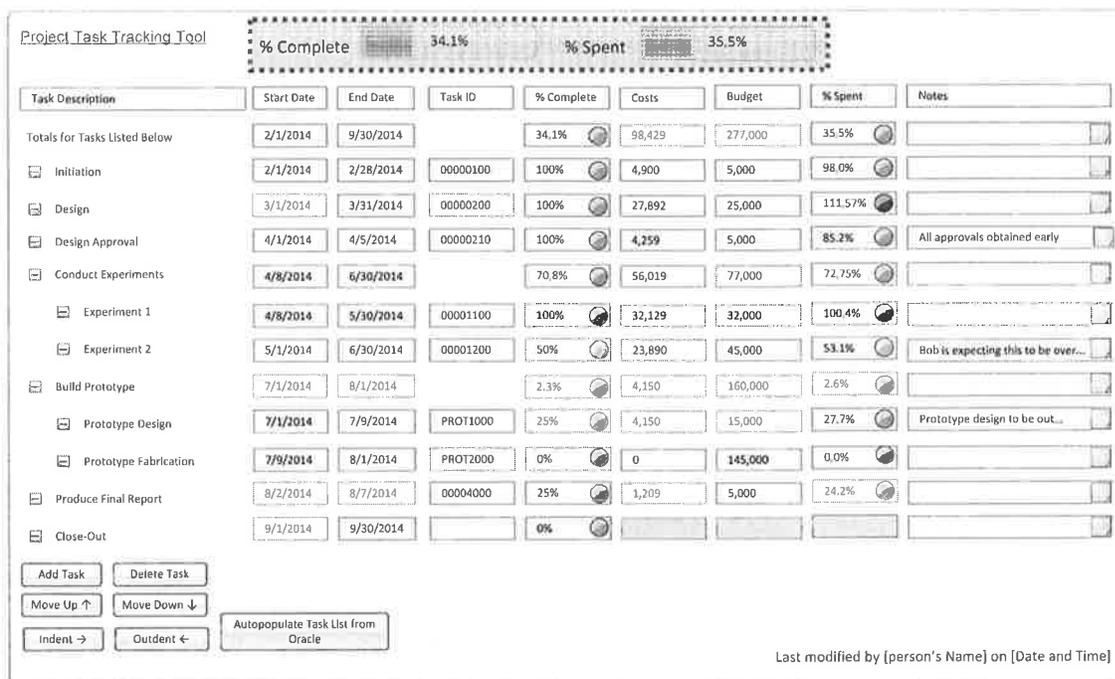
Last modified by [person's Name] on [Date and Time]

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7. Project Summary Row

- a. Do not populate any values on this row if no subordinate tasks are present
- b. Start date is calculated as the earliest start date from subordinate tasks and is not directly editable by the user
- c. End date is calculated as the latest end date from subordinate tasks and is not directly editable by the user
- d. No Task Number shall be present on this row
- e. Percent Complete = ((sum of (% complete * budget) for subordinate rows) / sum of budget for subordinate rows)
- f. Percent Complete Stop Light. Display a Green, Yellow, or Red stop light adjacent to the percent complete value. Color to be determined as follows:
 - i. Green if $((\text{percent complete} - \text{percent time elapsed}) / \text{percent time elapsed}) < .05$
 - ii. Yellow if $((\text{percent complete} - \text{percent time elapsed}) / \text{percent time elapsed}) \geq .05$ and $\leq .15$
 - iii. Red if $((\text{percent complete} - \text{percent time elapsed}) / \text{percent time elapsed}) > .15$ OR (if percent time elapsed $\geq 100.0\%$ and percent complete $\neq 100\%$)
 - iv. The $< .05$, $\geq .05$ and $\leq .15$, and $> .15$ thresholds shall be configurable by CONTRACTOR via a settings file or similar feature (e.g., do not hard code these thresholds).
- g. Costs = Sum of costs of subordinate tasks
- h. Budget = Sum of budget of subordinate tasks
- i. Percent Spent = (Sum of budget of subordinate tasks \ Sum of costs of subordinate tasks) expressed as a percentage and displayed in XXX.X% format.
- j. Percent Spent Stop Light. Display a Green, Yellow, or Red stop light adjacent to the percent spent value. Color to be determined as follows:
 - i. Green if $((\text{percent spent} - \text{percent complete}) / \text{percent spent}) < .05$
 - ii. Yellow if $((\text{percent spent} - \text{percent complete}) / \text{percent spent}) \geq .05$ and $\leq .15$
 - iii. Red if $((\text{percent spent} - \text{percent complete}) / \text{percent spent}) > .15$ OR if percent spent $\geq 100.0\%$.
 - iv. The $< .05$, $\geq .05$ and $\leq .15$, and $> .15$ thresholds shall be configurable by CONTRACTOR via a settings file or similar feature (e.g., do not hard code these thresholds).

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8. Top Level Project Status Controls

- a. Display two progress bar type controls graphically indicating percent complete and percent spent
- b. Percent complete control. Graphically display the value from the Percent Complete field in the project summary row. Color to be determined as follows:

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- i. Green if $((\text{percent complete} - \text{percent time elapsed}) / \text{percent time elapsed}) < .05$
 - ii. Yellow if $((\text{percent complete} - \text{percent time elapsed}) / \text{percent time elapsed}) \geq .05$ and $\leq .15$
 - iii. Red if $((\text{percent complete} - \text{percent time elapsed}) / \text{percent time elapsed}) > .15$ OR (if percent time elapsed $\geq 100.0\%$ and percent complete $\neq 100\%$)
 - iv. The $< .05$, $\geq .05$ and $\leq .15$, and $> .15$ thresholds shall be configurable by CONTRACTOR via a settings file or similar feature (e.g., do not hard code these thresholds).
- c. Percent spent control. Graphically display the value from the Percent Spent field in the project summary row. Color to be determined as follows:
- i. Green if $((\text{percent spent} - \text{percent complete}) / \text{percent spent}) < .05$
 - ii. Yellow if $((\text{percent spent} - \text{percent complete}) / \text{percent spent}) \geq .05$ and $\leq .15$
 - iii. Red if $((\text{percent spent} - \text{percent complete}) / \text{percent spent}) > .15$ OR if percent spent $\geq 100.0\%$.
 - iv. The $< .05$, $\geq .05$ and $\leq .15$, and $> .15$ thresholds shall be configurable by CONTRACTOR via a settings file or similar feature (e.g., do not hard code these thresholds).

Project Task Tracking Tool

% Complete % Spent

Task Description	Start Date	End Date	Task ID	% Complete	Costs	Budget	% Spent	Notes
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Close-Out	9/1/2014	9/30/2014		0%				

Last modified by [person's Name] on [Date and Time]

Dated 7/22/14

Project Task Tracking Tool

% Complete % Spent

Task Description	Start Date	End Date	Task ID	% Complete	Costs	Budget	% Spent	Notes
Totals for Tasks Listed Below								
	2/1/2014	9/30/2014		34.1%	98,429	277,000	35.5%	
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Close-Out	9/1/2014	9/30/2014		0%				

Last modified by [person's Name] on [Date and Time]

9. Auto Populate Tasks. The "Auto Populate Task List" button is used to create a task list from data contained in the Replicated Database.
 - a. Task list shall be populated by selecting Task Numbers associated with the specified Project Number from the CPT1 view in the Replicated Database and populating the Task Description, Task Number, Cost, Budget, and % Spent columns.
 - b. If tasks are already present in Part B, this shall add only those that are present in CPT1 and not already in Part B. Do not modify tasks that are already present in Part B.

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Project Task Tracking Tool % Complete 34.1% % Spent 35.5%

Task Description	Start Date	End Date	Task ID	% Complete	Costs	Budget	% Spent	Notes
Totals for Tasks Listed Below	2/1/2014	9/30/2014		34.1%	98,429	277,000	35.5%	
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Experiment 1	4/8/2014	5/30/2014	00001100	100%	32,129	32,000	100.4%	
Experiment 2	5/1/2014	6/30/2014	00001200	50%	23,890	45,000	53.1%	Bob is expecting this to be over...
Build Prototype	7/1/2014	8/1/2014		2.3%	4,150	160,000	2.6%	
Prototype Design	7/1/2014	7/9/2014	PROT1000	25%	4,150	15,000	27.7%	Prototype design to be out...
Prototype Fabrication	7/9/2014	8/1/2014	PROT2000	0%	0	145,000	0.0%	
Produce Final Report	8/2/2014	8/7/2014	00004000	25%	1,209	5,000	24.2%	
Close-Out	9/1/2014	9/30/2014		0%				

 Display alert text here if applicable

Last modified by [person's Name] on [Date and Time]

10. Alerts. Display alert(s) at the bottom of Part B when the following conditions exist:
- When the task list in Part B does not include all Task Numbers associated with the selected Project Number as identified in the CPT1 view in the replicated database. This alerts the user that the totals in part B likely represent an incomplete picture of the entire project. Display alert text = "Not all Project Tasks are listed here."
 - When a start date and end date are not specific for all tasks
 - When a task's start date precedes the project's start date as determined from the START_DT column in the W_PROJECT_D view in the replicated database.
 - There was no text under this item = is that correct?

Dated 7/22/14

Project Task Tracking Tool

% Complete  34.1% % Spent  35.5%

Task Description	Start Date	End Date	Task ID	% Complete	Costs	Budget	% Spent	Notes
Totals for Tasks Listed Below	2/1/2014	9/30/2014		34.1%	98,429	277,000	35.5%	
Initiation	2/1/2014	2/28/2014	00000100	100%	4,900	5,000	98.0%	
Design	3/1/2014	3/11/2014	00000200	100%	27,892	25,000	111.57%	
Design Approval	4/1/2014	4/5/2014	00000210	100%	4,259	5,000	85.2%	All approvals obtained early
Conduct Experiments	4/8/2014	6/30/2014		70.8%	56,019	77,000	72.75%	
Experiment 1	4/8/2014	5/30/2014	00001100	100%	32,129	32,000	100.4%	
Experiment 2	5/1/2014	6/30/2014	00001200	50%	23,890	45,000	53.1%	Bob is expecting this to be over...
Build Prototype	7/1/2014	8/1/2014		2.3%	4,150	160,000	2.6%	
Prototype Design	7/1/2014	7/9/2014	PROT1000	25%	4,150	15,000	27.7%	Prototype design to be out...
Prototype Fabrication	7/9/2014	8/1/2014	PROT2000	0%	0	145,000	0.0%	
Produce Final Report	8/2/2014	8/7/2014	00004000	25%	1,209	5,000	24.2%	
Close-Out	9/1/2014	9/30/2014		0%				

 Display alert text here if applicable

Last modified by [person's Name] on [Date and Time]

11. Last Modified person \ date \ time.

- a. Display the name of the last person to modify data in Part B, and the date \ time of that modification

Dated 7/22/14

Appendix B Mockup of Project Tracker Tool

This mockup is provided to illustrate the content and intended purpose of the Project Tracker tool. It is not intended to provide specific guidance on design and layout of the actual Project Tracker tool. The vendor is encouraged suggest design and/or usability improvements.

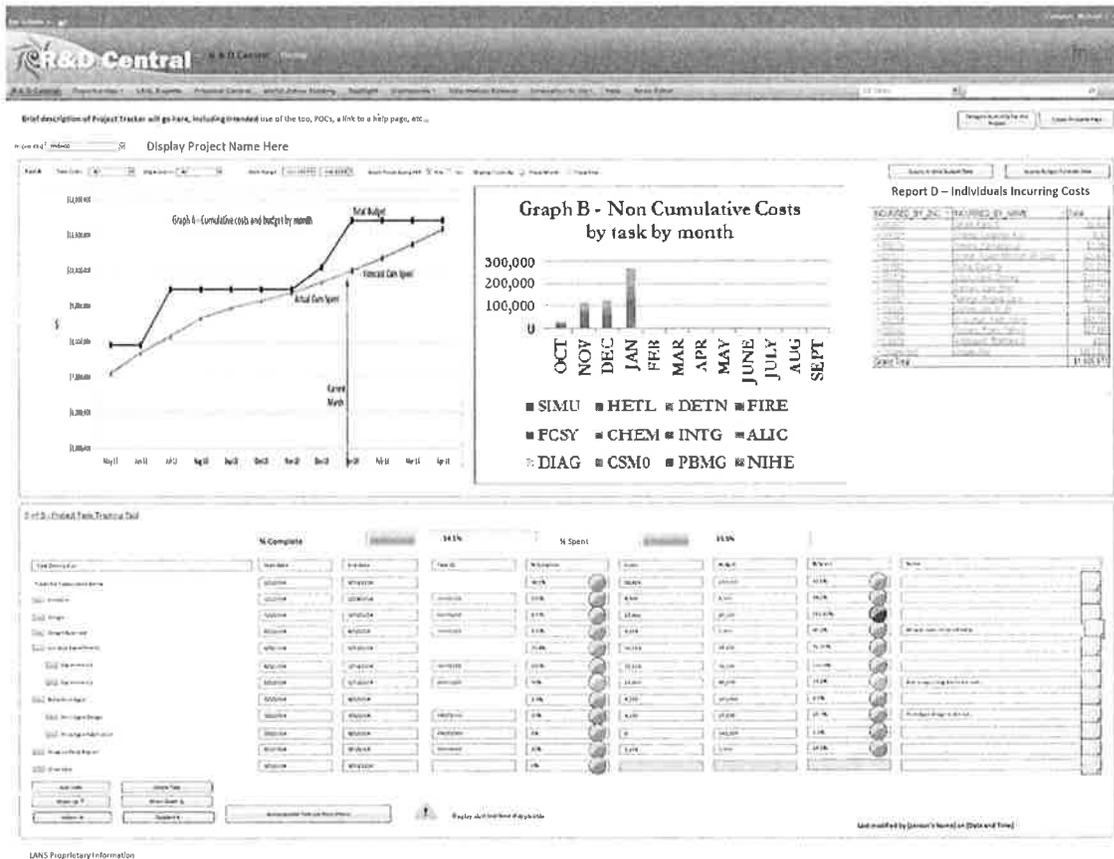


EXHIBIT G OFF-SITE SECURITY REQUIREMENTS

G1.0 Definitions and Acronyms (Feb 2014)

Definitions and acronyms may be accessed electronically at

<http://www.lanl.gov/resources/assets/docs/Exhibit-G/exhibit-g-definitions-acronyms-green.pdf>

G2.0 Statements Applicable To Scope of Work (July 2013)

CONTRACTOR believes that all of the statements listed below are factually correct and applicable to the scope of work (SOW) for this subcontract. SUBCONTRACTOR has an affirmative duty to immediately notify the Contract Administrator in writing if performance of the SOW contradicts any statement in Section G2.0. CONTRACTOR reserves the right to impose additional security requirements on SUBCONTRACTOR as deemed necessary and appropriate if any statement in Section G2.0 is contradicted during performance of the SOW.

- 2.1 Work under this subcontract will not be performed at any DOE owned or leased facilities including LANL, LANS' leased facilities, or on DOE property.
- 2.2 Subcontract workers will not require access to DOE owned or leased facilities including LANL, LANS' leased facilities or DOE property for meetings, presentations, activities or any other reason.
- 2.3 Subcontract workers will not require any LANL security training to perform work under the subcontract.
- 2.4 Subcontract workers will not require DOE or LANL badges. DOE or LANL uncleared or cleared badges will not need to be issued to Subcontract workers to perform this subcontract.
- 2.5 If published, all data, information or research resulting from this subcontract shall be eligible for publishing in open literature.
- 2.6 Subcontract workers will not have access to or process any LANL Controlled Unclassified Information such as OUO, LPI, PII, UCI, UCNI, or any other sensitive unclassified data that needs to be protected in accordance with U.S. Government policy.
- 2.7 Subcontract workers will not have access to or process any LANL classified information or data.
- 2.8 Subcontract workers will not have access to LANL networks or systems requiring authentication.
- 2.9 Work under this subcontract will not include or require the use of cloud computing services.

G3.0 Security Requirements (May 2013)

SUBCONTRACTOR shall ensure compliance with all requirements specified in this subcontract, and all documents incorporated by reference. All measures taken by CONTRACTOR to correct Subcontract Workers' non-compliance shall be at SUBCONTRACTOR'S sole expense. The cost of such non-compliance to CONTRACTOR, including any stipulated penalties resulting from such non-compliance, shall be deducted from payments otherwise due SUBCONTRACTOR.

- 3.1 DEAR Clauses Incorporated By Reference
 - 3.1.1 The Department of Energy Acquisition Regulation (DEAR) clauses which are incorporated by reference herein shall have the same force and effect as if printed in full text.
 - 3.1.2 Full text of the referenced clauses may be accessed electronically at <http://farsite.hill.af.mil/VFDOE1.HTM>
 - 3.1.3 The following alterations apply only to FAR and DEAR clauses and do not apply to DOE or NNSA Directives. Wherever necessary to make the context of the unmodified DEAR clauses applicable to this subcontract:
 - The term "Contractor" shall mean "SUBCONTRACTOR;"
 - The term "Contract" shall mean this subcontract; and
 - The term "DOE", "Government," "Contracting Officer" and equivalent phrases shall mean CONTRACTOR and/or CONTRACTOR'S representative, except the terms

"Government" and "Contracting Officer" do not change when a right, act, authorization or obligation can be granted or performed only by the Government or the prime contract Contracting Officer or his duly authorized representative; or where specifically modified herein.

3.1.4 The following clause applies only if foreign travel may be required in order to perform subcontract work:

Clause Number	Title and Date	Instructions
DEAR 952.247-70	Foreign Travel (Dec 2000)	Authorization is required from DOE prior to travelling

3.2 DOE Directives Incorporated By Reference

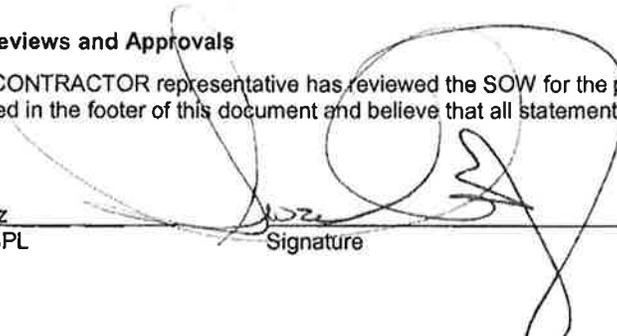
SUBCONTRACTOR shall provide such information, assistance and support as necessary to ensure CONTRACTOR'S compliance with the following DOE/NNSA Directives, as applicable. In addition, SUBCONTRACTOR shall comply with the requirements of the Contractor Requirement Document (CRD) attached to a Directive when required by such CRD. The Directives are prefaced with certain conditions for applicability to the subcontract. A referenced Directive does not become effective or operative under this subcontract unless and until the conditions precedent are met through the scope of work. The DOE Directives referenced herein may be found at <http://www.directives.doe.gov/>

Directive Number	Title	Instructions
DOE M 142.2-1	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the IAEA	Applies if contract involves activities associated with the IAEA Safeguards Agreement.
DOE O 142.2A	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency	Applies to contracts which involve activities potentially subject to application of safeguards by the International Atomic Energy Agency (IAEA).
DOE O 142.3A	Unclassified Foreign Visits and Assignment	Applies if contract involves foreign national access to DOE-owned or leased sites/facilities or information, technologies or equipment. Applies if contract involves off-site foreign national access to DOE information or technologies that are not releasable to the public.
DOE O 551.1D	Official Foreign Travel	Applies if contract involves or could potentially involve official foreign travel.

G4.0 CONTRACTOR Reviews and Approvals

The undersigned CONTRACTOR representative has reviewed the SOW for the proposed Purchase Request, referenced in the footer of this document and believe that all statements listed in Section G2.0 are factually correct.

Janelle Armendariz
Name of DSO or SPL


Signature

6/10/14
Date

**REPRESENTATIONS AND CERTIFICATIONS
SOLICITATION/SUBCONTRACT NO.:** _____

(Insert number.)

INSTRUCTIONS: These Representations and Certifications are for acquisitions that are expected to equal or exceed \$30,000 and must be completed, signed and returned with your offer, quotation, proposal or bid. All sections must be completed; however, if a section or portion of a section is not applicable, check the N/A box on the left side of the section or portion thereof. As used herein, the term "subcontract" shall also mean "purchase order." **FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM MAY BE CAUSE FOR LOS ALAMOS NATIONAL SECURITY, LLC, (LANS) TO REJECT YOUR OFFER.**

1. OFFEROR INFORMATION *(Applies to all solicitations)*

Company name: _____

Company address: _____

Remit to address: _____

Telephone Number: _____ Fax Number: _____

Taxpayer Identification No.: _____ *(Employer Identification Number or Social Security Number)*

D-U-N-S Number: _____

Authorized Negotiator (AN): _____ AN Title: _____

AN Telephone: _____ AN Fax: _____ AN Email: _____

2. TYPE OF BUSINESS ORGANIZATION *(Applies to all solicitations)*

(a) Legal name of business organization, if different from company name:

(b) The Offeror represents that it operates as a: *(Check applicable category and provide additional information, if requested.)*

- sole proprietorship or individual
- partnership comprised of the following partners _____

corporation incorporated under the laws of the State of _____

limited liability company organized under the laws of the State of _____

educational institution

government entity

federal

state

local

international organization (per 22 U.S.C. 288-288f)

nonprofit organization

joint venture comprised of the following entities _____

other *(Describe below.)*

(c) For purposes of the following representations, Northern New Mexico (NNM) includes the counties of Taos, Santa Fe, Rio Arriba, Sandoval, Mora, San Miguel, and Los Alamos, and the eight regional Pueblos of Nambe, Ohkay Owingeh (formerly known as San Juan), Picuris, Pojoaque, San Ildefonso, Santa Clara, Taos, and Tesuque.

REPRESENTATIONS AND CERTIFICATIONS

SOLICITATION/SUBCONTRACT NO.: _____ *(Insert number.)*

N/A The Offeror represents that for the calendar year preceding the submission of its bid/offer: *(Check any and all that apply. If none apply, check the N/A box located to the left.)*

it has been properly authorized to do business and has been operating in NNM with a staff of three or more full time equivalent employees (of which 51% must reside in NNM), and that it currently has a facility in NNM that can support the business activity contemplated by the Statement of Work / Scope of Work;

or

it has historically operated in NNM with two or less full time equivalent employees who reside in NNM, it is independently owned (i.e., its owner(s) exercise(s) close control over operations and decisions which are not subject to control or the power to control by others), its majority ownership interest is held by residents of NNM, it has been properly authorized to do business in NNM and it currently has a facility in NNM that can support the business activity contemplated by the Statement of Work / Scope of Work.

(If an offeror claims to have a facility in NNM and the company address provided in section 1 above is not located in NNM, provide the information requested below that will support the NNM representation.)

Physical Address: _____

Telephone Number: _____ Fax Number: _____

N/A 3. SERVICES PERFORMED FOR LANS OR A LANS SUBCONTRACTOR AT ANY TIER *(Applies to all solicitations for services expected to exceed \$150,000, except installation and/or maintenance associated with the procurement of equipment or software. Check the N/A box located left of the title, if this solicitation is for installation and/or maintenance of equipment or software, or other services not expected to exceed \$150,000.)*

Provide the following information for all services performed for Los Alamos National Security, LLC (LANS) or for a LANS subcontractor at any tier within three years from the date of certification of these representations and certifications.

Scope of Services	Period of Performance	Services Performed For (name of company)	LANS Subcontract No.

N/A 4. FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (Sep 2007) (Deviation) *(Applies to solicitations expected to exceed \$100,000. Check the N/A box located left of the title, if the solicitation is not expected to exceed \$100,000.)*

(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 FAR 52.203-12 *Limitation on Payments to Influence Certain Federal Transactions (Sep 2007)*.

(b) Prohibition. The prohibition and exceptions contained in FAR 52.203-12 *Limitation on Payments to Influence Certain Federal Transactions (Sep 2007)* are hereby incorporated by reference in this provision.

REPRESENTATIONS AND CERTIFICATIONS
SOLICITATION/SUBCONTRACT NO.: _____

(Insert number.)

(c) Certification. The offeror, by signing these representations and certifications, 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 subcontract, 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 subcontract 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.

N/A 5. FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (Dec 2008) (Deviation)
(Applies to solicitations expected to exceed \$30,000. Check the N/A box located left of the title, if the solicitation is not expected to exceed \$30,000.)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that: *(Check appropriate responses.)*

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

- (A) Are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have, 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;
- 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;
- (C) Are 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;
- 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, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

REPRESENTATIONS AND CERTIFICATIONS

SOLICITATION/SUBCONTRACT NO.: _____ (Insert number.)

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

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

- (i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
- (ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

- (i) *The taxpayer has received a statutory notice of deficiency, under I.R.C. § 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, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- The Offeror has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

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

REPRESENTATIONS AND CERTIFICATIONS

SOLICITATION/SUBCONTRACT NO.: _____ *(Insert number.)*

- (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 Subcontract Administrator may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to LANS, the Subcontract Administrator may terminate the subcontract resulting from this solicitation for default.

N/A 6. DEAR 952.209-8 ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE - ADVISORY AND ASSISTANCE SERVICES (Jun 1997) (Deviation) *(Applies to solicitations for advisory and assistance services, as those services are defined in FAR subpart 2.101, exceeding \$150,000. Check the N/A box located left of the title, if this solicitation is not for advisory and assistance services exceeding \$150,000.)*

- (a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to LANS or the Government, or the person's objectivity in performing the subcontract work is or might be otherwise impaired, or a person has an unfair competitive advantage.
- (b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual subcontracts are negotiated with all firms in the competitive range, it means all such firms.
- (c) The statement must contain the following:
 - (1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to LANS, the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract/subcontract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.
 - (2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant subcontract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the subcontract in question has been communicated as part of the statement required by (b) of this provision.

REPRESENTATIONS AND CERTIFICATIONS

SOLICITATION/SUBCONTRACT NO.: _____ (Insert number.)

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

REPRESENTATION (Either the Representation or the Disclosure section must be checked, but not both.)

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

DISCLOSURE (Either the Representation or the Disclosure section must be checked, but not both.)

A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work is submitted herewith.

Representation:

A completed Representation must be provided by the Offeror for each of its consultants and subcontractors who will perform work similar to that to be performed by the Offeror and for each of its chief executives and directors, and those of its consultants and subcontractors performing similar services, who will be directly involved in performance of the subcontract.

LANS and DOE/NNSA:

No award shall be made until the Representation or Disclosure has been evaluated by LANS and/or the customer (DOE/NNSA). LANS and/or the customer will review the Representation or Disclosure and may require additional information from the Offeror. All information received from the Offeror and any other relevant information known to LANS or DOE/NNSA will be used to determine whether an award to the Offeror may create an OCI with respect to the Offeror (1) being able to render impartial, technically sound, and/or objective assistance or advice; or (2) being given an unfair competitive advantage. If an OCI is found to exist, LANS, at its sole discretion, may (1) impose appropriate conditions which avoid or mitigate such conflict; (2) disqualify the Offeror; or (3) determine that it is otherwise in the best interest of the government or customer to contract with the Offeror in face of an OCI.

Disqualification or Termination:

The refusal to provide the Representation or Disclosure, and any additional information which is requested, shall result in disqualification of the Offeror for award. The nondisclosure or misrepresentation of any relevant facts may also result in the disqualification of the Offeror for award. If such nondisclosure or misrepresentation is discovered after award, the resulting subcontract may be terminated for default. The Offeror may also be disqualified from subsequent, related LANS subcontracts and be subject to other remedial action as permitted or provided by law or in the resulting subcontract. The attention of the Offeror in complying with this provision is directed to 18 U.S.C. 1001.

- N/A 7. FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (Apr 2011) (Deviation)** (Applies when the subcontract is to be performed in the United States or its outlying areas. Check the N/A box located left of the title, if the subcontract will not be performed in the U.S. or its outlying areas.)

- (a) The following listed NAICS code and size standards are applicable solely for the Offeror's representation in paragraph (b) below:

- (1) The North American Industry Classification System (NAICS) code for this acquisition is _____. (Insert NAICS code specified in the solicitation.)
- (2) The small business size standard for the listed NAICS code is _____. (Insert size standard specified in the solicitation.)

REPRESENTATIONS AND CERTIFICATIONS

SOLICITATION/SUBCONTRACT NO.: _____ (Insert number.)

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

(b) **Representations.**

- (1) The Offeror represents as part of its offer that: *(Check appropriate box.)*

- It is a small business concern.
 It is not a small business concern.

Note: Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe. If the Offeror is an ANC or a business concern owned by an Indian Tribe, check the box below.

- It is an Alaska Native Corporation business concern or a business concern owned by an Indian Tribe.

- (2) If the Offeror represents that it is a small business concern, the Offeror further represents that: *(Check all that apply.)*

- It is a small disadvantaged business concern as defined in 13 CFR 124.1002.
 It is a women-owned small business concern.
 It is a veteran-owned small business concern.
 It is a service-disabled veteran-owned small business concern.
 It is an Indian-owned small business concern.
 It is an Alaska Native Corporation business concern or a business concern owned by an Indian Tribe.
 It is an 8(a) small business concern and appears on the List of Qualified 8(a) Small Business Concerns maintained by the U.S. Small Business Administration (SBA) and is based on the criteria established in 13 CFR 124.101-112.
 It is a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the SBA; and no material change in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126.
 It is a HUBZone joint venture that complies with the requirements of 13 CFR part 126; and the representation in the paragraph above is accurate for the HUBZone small business concern or concerns that are participating in the HUBZone joint venture.

(The Offeror shall enter the name or names of the HUBZone small business concern or concerns below that are participating in the joint venture. Furthermore, each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation shown above.)

(c) **Definitions.**

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 11601 et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Indian", as defined in FAR subpart 26.101, means a person who is a member of an Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from

the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601);

"Indian-owned small business concern" means a small business concern (i) not less than 51 percent of which is owned by one or more Indians or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more Indians; and (ii) the management and daily business operations of which are controlled by one or more Indians.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Service-disabled veteran-owned small business concern" means a small business concern (i) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer that—

(1) (i) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B; (ii) No material change in disadvantaged ownership and control has occurred since its certification; (iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and (iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, or

(2) It represents in writing that it qualifies as a small disadvantaged business (SDB) for any Federal subcontracting program, and believes in good faith that it is owned and controlled by one or more socially and economically disadvantaged individuals and meets the SDB eligibility criteria of 13 CFR 124.1002.

"Veteran-owned small business concern" means a small business concern (i) not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and (ii) the management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern (i) that is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and (ii) whose management and daily business operations are controlled by one or more women.

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An "8(a) small business concern" means a small business concern owned and operated by socially and economically disadvantaged individuals and eligible to receive federal contracts under the U.S. Small Business Administration's 8(a) Business Development Program and that appears on the List of Qualified 8(a) Small Business Concerns maintained by the U.S. Small Business Administration.

- (d) **Notice.** Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract or subcontract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall:
- (1) Be punished by imposition of fine, imprisonment, or both;
 - (2) Be subject to administrative remedies, including suspension and debarment; and
 - (3) Be ineligible for participation in programs conducted under the authority of the Act.

N/A 8. FAR 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (Feb 1999) (Deviation) *(Applies to solicitations greater than \$10,000, unless one of the exemptions to the Equal Opportunity clause (i.e., FAR 52.222-26) listed in FAR Subpart 22.807(b) is applicable. Check the N/A box located left of the title, if the solicitation is for \$10,000 or less, or another one of the exemptions listed in FAR 22.807(b)(1) applies.)*

The Offeror represents that: *(Check appropriate responses.)*

- (a) It has participated in a previous contract or subcontract subject to the *Equal Opportunity* clause of this solicitation.
 It has not participated in a previous contract or subcontract subject to the *Equal Opportunity* clause of this solicitation.
- (b) It has filed all required compliance reports. **Note:** *If an offeror has not participated in a previous contract or subcontract subject to FAR 52.222-26, Equal Opportunity, the offeror will have filed all required compliance reports, since none were required.*
 It has not filed all required compliance reports.
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

N/A 9. FAR 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (Apr 1984) (Deviation) *(Applies to solicitations, other than those for construction, greater than \$50,000, unless one of the exemptions to the Equal Opportunity clause (i.e., FAR 52.222-26) listed in FAR Subpart 22.807(b) is applicable. Check the N/A box located left of the title, if the solicitation is for \$50,000 or less, for construction, or another one of the exemptions listed in FAR 22.807(b)(1) applies.)*

The Offeror represents that: *(Check appropriate responses.)*

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

Note: Each non-construction subcontractor with 50 or more employees and a subcontract of \$50,000 or more, is required to develop a written affirmative action program for each of its establishments. An affirmative action

program means a contractor's program that complies with Department of Labor regulations to ensure equal opportunity in employment to minorities and women.

- N/A 10. FAR 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (Dec 2001)** *(Applies to solicitations exceeding \$100,000 that are not for acquisition of commercial items. Check the N/A box located left of the title, if this solicitation does not exceed \$100,000 or is for the acquisition of commercial items.)*

By submission of its offer, the Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, *Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans*), it has submitted the most recent VETS-100 Report required by that clause.

- N/A 11. FAR 52.222-48 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT - CERTIFICATION (Feb 2009) (Deviation)** *(Applies in solicitations when FAR 52.222-41, Service Contract Act of 1965, is applicable, but where the subcontract may be exempt from the SCA in accordance with FAR Subpart 22.1003-4(c). Check the N/A box located left of the title, if LANS Special Condition SC-9, Service Contract Act Determination, is not applicable to this solicitation.)*

(a) The offeror shall check the following certification:

CERTIFICATION *(Check appropriate response.)*

- The offeror does certify that—
 The offeror does not certify that—

- (1) The items of equipment to be serviced under this subcontract are used regularly for other than Government purposes, and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontractor) in substantial quantities to the general public in the course of normal business operations;
- (2) The services will be furnished at prices which are, or are based on, established catalog or market prices for the maintenance, calibration, or repair of equipment.
 - (i) An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public.
 - (ii) An "established market price" is a current price, established in the usual course of trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror; and
- (3) The compensation (wage and fringe benefits) plan for all service employees performing work under the subcontract are the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(b) Certification by the offeror as to its compliance with respect to the subcontract also constitutes its certification as to compliance by its lower-tier subcontractor(s) if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and LANS determines in accordance with FAR 22.1003-4(c)(3) that the Service Contract Act—

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- (1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant subcontract to this offeror; or
 - (2) Will apply to this offeror, then the clause at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements, in this solicitation will not be included in any resultant subcontract awarded to this offeror, and the offeror may be provided an opportunity to submit a new offer on that basis.
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
- (1) The clause in this solicitation at 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements, will not be included in any resultant subcontract awarded to this offeror; and
 - (2) The offeror shall notify LANS as soon as possible, if LANS did not attach a Service Contract Act wage determination to the solicitation.
- (d) LANS may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact LANS as required in paragraph (c) of this provision.

N/A 12. FAR 52.222-52 EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES - CERTIFICATION (Nov 2007) (Deviation) *(Applies in solicitations when FAR 52.222-41, Service Contract Act of 1965, is applicable, but where the subcontract may be exempt from the SCA in accordance with FAR Subpart 22.1003-4(d). Check the N/A box located left of the title, if LANS Special Condition SC-9, Service Contract Act Determination, is not applicable to this solicitation.)*

(a) The offeror shall check the following certification:

CERTIFICATION *(Check appropriate response.)*

- The offeror does certify that—
- The offeror does not certify that—

- (1) The services under the subcontract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt lower-tier subcontract) to the general public in substantial quantities in the course of normal business operations;
- (2) The subcontract services are furnished at prices that are, or are based on, established catalog or market prices. An "established catalog price" is a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or the offeror, is either published or otherwise available for inspection by customers, and states prices at which sales currently, or were last, made to a significant number of buyers constituting the general public. An "established market price" is a current price, established in the usual course of ordinary and usual trade between buyers and sellers free to bargain, which can be substantiated from sources independent of the manufacturer or offeror;
- (3) Each service employee who will perform the services under the subcontract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the subcontract period if the subcontract period is less than a month) servicing the subcontract; and
- (4) The offeror uses the same compensation (wage and fringe benefits) plan for all service employees performing work under the subcontract as the offeror uses for these employees and for equivalent employees servicing commercial customers.

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- (b) Certification by the offeror as to its compliance with respect to the subcontract also constitutes its certification as to compliance by its lower-tier subcontractor(s) if it subcontracts out the exempt services. If the offeror certifies to the conditions in paragraph (a) of this provision, and LANS determines in accordance with FAR 22.1003-4(d)(3) that the Service Contract Act—
- (1) Will not apply to this offeror, then the Service Contract Act of 1965 clause in this solicitation will not be included in any resultant subcontract to this offeror; or
 - (2) Will apply to this offeror, then the clause at FAR 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements, in this solicitation will not be included in any resultant subcontract awarded to this offer, and the offeror may be provided an opportunity to submit a new offer on that basis.
- (c) If the offeror does not certify to the conditions in paragraph (a) of this provision—
- (1) The clause of this solicitation at 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements, will not be included in any resultant subcontract to this offeror; and
 - (2) The offeror shall notify LANS as soon as possible if LANS did not attach a Service Contract Act wage determination to the solicitation.
- (d) LANS may not make an award to the offeror, if the offeror fails to execute the certification in paragraph (a) of this provision or to contact LANS as required in paragraph (c) of this provision.

N/A 13. FAR 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (Aug 2003) (Deviation)

(Applies in subcontracts for acquisitions of non-commercial items expected to exceed \$100,000 including all options. Commercial item is defined in FAR Part 2.101. Check the N/A box located left of the title, if this solicitation is for commercial items or is for non-commercial items not expected to exceed \$100,000 including all options.)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for subcontract award.
- (b) By signing this, the Offeror certifies that—
- (1) As the owner or operator of facilities that will be used in the performance of this subcontract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the Offeror will file and continue to file for such facilities for the life of the subcontract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this subcontract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*
 - (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
 - (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

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(Insert number.)

- (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
 - (A) Major group code 10 (except 1011, 1081, and 1094).
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- (v) The facility is not located in the United States or its outlying areas.

N/A 14. FAR 52.225-2 BUY AMERICAN ACT CERTIFICATE (Feb 2009) (Deviation) *(Applies when FAR 52.225-1, Buy American Act - Supplies, is applicable (i.e., when supplies, greater than \$3,000, for use in the United States, will be acquired through the resultant subcontract). Check the N/A box located left of the title, if supplies, greater than \$3,000, for use in the United States, will not be acquired through the resultant subcontract.)*

(a) The Offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product". The terms "commercially available off-the-shelf (COTS) item", "component", "domestic end product", "end product", "foreign end product", and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies".

(If the BAA is applicable: (1) list foreign end products, if any, below; and (2) if no foreign end products, write "None" below under the Foreign End Products column.)

(b) Foreign End Products:	Line Item No.:	Country of Origin:
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(c) LANS will evaluate offers in accordance with the policies and procedures of Part 25 of the FAR.

N/A 15. FAR 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (Dec 2007) (Deviation) *(This representation applies when FAR 52.227-14, Rights in Data - General, will be included in a resultant subcontract (i.e., when technical data or computer software is expected to be produced or delivered). Check the N/A box located left of the title, if FAR 52.227-14 will not be applicable to the resultant subcontract.)*

(a) This solicitation sets forth LANS' known delivery requirements for data (as defined in DEAR 927-409). Any resulting subcontract may also provide LANS the option to order additional data under the *Additional Data Requirements* clause at FAR 52.227-16, if included in the subcontract. Any data

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delivered under the resulting subcontract will be subject to the *Rights in Data—General* clause at FAR 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 LANS the right to inspect such data at the subcontractor's facility.

(b) By completing the remainder of this paragraph, the Offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states— *(Check appropriate response.)*

- (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or
- (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(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 subcontract be awarded to the Offeror.

Note: *The terms "computer software", "data", "form, fit, and function data", "limited rights data", and "restricted computer software" are defined in DEAR 927.409 as follows:*

Computer software means (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. For the purposes of this clause, the term does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.

Form, fit, and function data means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

Limited rights data means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (g)(2) of this section if included in this clause.

Restricted computer software means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of subparagraph (g)(3) of this section if included in this clause.

16. PERSONAL CONFLICT OF INTEREST CERTIFICATION *(Applies to all solicitations.)*

An affirmative response in the following certification will require LANS to evaluate your offer to determine whether a conflict of interest exists. A determination that a conflict of interest does exist may necessitate rejection of your offer. The fact that a LANS' employee, former employee, or near relative of an employee owns, controls, or has a significant financial interest in your organization will not, in and of itself, necessarily be cause for rejection of an offer.

Definitions:

Employee: Any person currently having an employee relationship with LANS or any member entity of LANS (i.e., Bechtel National, University of California, The Babcock and Wilcox Company, and the Washington Division of URS).

Near Relative: The employee's spouse, parents, siblings, children, and adoptive relatives, step relatives, and relatives-in-law in any of the above relationships.

Control: Having some right to direct or transfer property (even though there exists no actual title to the property, such as trusteeship, power of appointment, or contract) that could be the basis for influence upon the selection or decisions of an organization's management personnel.

Significant Financial Interest: Owning or controlling more than ten percent of the organization.

Certification: *(Check appropriate response.)*

An Employee or a Near Relative does own, control, or have a Significant Financial Interest in the Offeror's organization. That Employee or Near Relative is identified below together with the LANS entity where that person is employed:

An Employee or a Near Relative does not own, control, or have a Significant Financial Interest in the Offeror's organization.

N/A 17. CERTIFICATION REGARDING FORMER LANS OR UC EMPLOYEES *(Applies to all solicitations, except those for the acquisition of commercial off the shelf (COTS) items (i.e., products). Check the N/A box located left of the title, if the solicitation is for the acquisition of COTS items.)*

- (a) Effective June 1, 2006, individuals who retire under LANS' Defined Benefit Pension Plan, who wish to begin a retirement benefit, are required to have a true and complete severance from LANS with no prior prearrangement for reemployment with LANS or any of LANS' affiliated companies or subcontractors to do similar work. This can be documented by completing a form at the time of termination stating that no prearrangement for reemployment existed prior to the termination, and by demonstrating a true and complete severance from LANS for at least one year before working for any of LANS' affiliated companies or subcontractors.
- (b) Effective June 1, 2006, individuals who retire under LANS' TCP 2 401(k) Retirement plan, before attaining age 59 ½, are required to have a true and complete severance from LANS with no prior prearrangement for reemployment with LANS or any of LANS' affiliated companies or subcontractors to do similar work. This can be documented by completing a form at the time of termination stating that no prearrangement for reemployment existed prior to the termination, and by demonstrating a true and complete severance from LANS for at least one year before working for any of LANS' affiliated companies or subcontractors. Individuals who retire under LANS' TCP 2 401(k) Retirement plan after age 59 ½ can be immediately reemployed.

- (c) An individual who retired under the University of California Retirement Plan (UCRP) or the Public Employees Retirement System (PERS) may be immediately reemployed by any of LANS' affiliated companies or subcontractors, unless that individual also retired under one of LANS' retirement plans in which case such individual must also comply with paragraph (a) or (b) above.
- (d) Any former employee of LANS or of the University of California (UC) who was terminated for cause or who resigned in lieu of termination for cause is prohibited from returning to work at Los Alamos National Laboratory (LANL) for a period of seven (7) years, unless there is a compelling reason to allow such individual to return to LANL sooner. Offeror and its lower tier subcontractors may not employ any former employee of LANS or of UC, who was terminated for cause or who resigned in lieu of termination for cause, for any on-site work at LANL or for any work under this subcontract in which such former employee may have any direct or indirect substantive contact with a current LANS employee, unless approved by LANS in writing prior to commencement of work by Offeror.
- (e) In order to assure compliance with paragraphs (a) through (d), Offeror shall, with respect to its employees who will be assigned to work under this subcontract and those of its lower tier subcontractors' employees who will be assigned to work under this subcontract, certify that all individuals who will be assigned to work under this subcontract are in compliance with the requirement of paragraphs (a) through (d) of this clause.
- (f) In making this certification Offeror and its lower tier subcontractors may rely on information provided by applicants for employment or current employees, so long as Offeror and its lower tier subcontractors have exercised due diligence and have, at a minimum, obtained the following information from each applicant or employee:
 - (1) Whether the applicant or employee was a former UC or LANS employee, and if so, the date of separation;
 - (2) Whether the separation was the result of retirement, termination for cause, or resignation in lieu of termination for cause;
 - (3) Whether the applicant or employee is a member of LANS' Defined Benefit Pension Plan or LANS' TCP 2, 401(k) Plan; and
 - (4) Confirmation that, if the applicant or employee retired under one of LANS' retirement plans, to the extent described above, the applicant had no prior prearrangement for reemployment by Offeror or one of its lower tier subcontractors prior to termination.

Certification: *(Check appropriate response and provide additional information if necessary.)*

Offeror certifies that none of the individuals who will be assigned to work under this subcontract were former LANS or UC employees.

Offeror certifies that all individuals who will be assigned to work under this subcontract are in compliance with the requirement of paragraphs (a) through (d) of this section.

Offeror states that one or more individuals who will be assigned to work under this subcontract are not in compliance with the requirement of paragraphs (a) through (d) of this section. The name of such individual(s) is/are:

N/A 18. SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING CERTIFICATION

(Applies to all subcontracts expected to exceed \$650,000 and all construction subcontracts expected to exceed \$1,500,000. Check the N/A box located left of the title, if resultant subcontract is not expected to exceed the stated thresholds.)

The Offeror certifies that the following conditions exist in determining whether the Offeror is required to submit a plan for subcontracting with small business and small disadvantaged business concerns. *(Check all that apply.)*

A. The Offeror is exempt from the requirements of a subcontracting plan for the following reason(s):

(i) The Offeror is a small business as defined in 15 U.S.C. 632, Small-business concern.

(ii) Subcontracting possibilities are not offered in this subcontract. *(Further explanation is required including the specifics of the Scope/Statement of Work.)*

Explanation: _____

(iii) The subcontract, and all lower-tier subcontracts under it, will be performed entirely outside of the United States, its territories and possessions, the District of Columbia, and the Commonwealth of Puerto Rico and is, therefore, not covered.

(iv) The subcontract is for personal services and is, therefore, not covered. *(Further explanation is required including the specific reasons this statement is true.)*

Explanation: _____

(v) The subcontractor will be providing a commercial item subject to FAR 52.244-6, Subcontracts for Commercial Items, or has an approved Commercial Plan that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof.

B. The Offeror is required to submit and obtain approval of a Small Business Subcontracting Plan before subcontract award. See Form 3194.00.0993, *Small Business Subcontracting Plan*, at <http://www.lanl.gov/business/vendors/supplier-forms.php>.

Offeror acknowledges that it will include the *Utilization of Small Business Concerns* clause (i.e., FAR 52.219-8) in all subcontracts that offer subcontracting opportunities, and that the Offeror will require all subcontractors, except small business concerns, that receive subcontracts in excess of \$650,000 (\$1,500,000 for construction subcontracts) to adopt a plan similar to the plan required by the *Small Business Subcontracting Plan* clause (i.e., FAR 52.219-9) of this subcontract.

The Offeror understands that:

- 1) No subcontract will be awarded unless and until an acceptable subcontracting plan, if required, is negotiated with LANS and the approved plan is incorporated as a material part of the subcontract;
- 2) As determined by LANS, an acceptable subcontracting plan must provide the maximum practicable opportunity for small business and small disadvantaged business concerns to participate in the performance of the subcontract;
- 3) If an acceptable subcontracting plan is not negotiated with LANS within the time limits prescribe, the Offeror shall be ineligible for an award. LANS shall notify the Offeror in writing of the reasons for determining a subcontracting plan to be unacceptable and allow adequate time for the Offeror to modify its plan;

- 4) Commercial subcontracting plans on a company-wide basis must have a current Federal agency approval and are acceptable for commercial products only; and
- 5) Master subcontracting plans on a division- or plant-wide basis must contain individual subcontracting goals for the particular subcontract.

19. CERTIFICATION REGARDING AFFILIATION TO LANS TEAM MEMBER (Oct 2012) *(Applies to all solicitations.)*

(a) As used in this provision:

- (1) LANS Team Members means any of the following entities: Bechtel National, University of California, The Babcock and Wilcox Company, and the Washington Division of URS, Professional project Services, Inc., and DreamTech Solutions, LLC doing business as Ngenuity.
- (2) Team Member Affiliate means any person or entity which is a wholly owned, majority owned or otherwise an affiliate of any Team Member.
- (3) Affiliates means associated business concerns or individuals if, directly or indirectly – (1) Either one controls or can control the other; or (2) A third party controls or can control both.

(b) The Offeror certifies, to the best of its knowledge and belief, that: *(Check appropriate response.)*

- The Offeror is a LANS Team Member.
- The Offeror is a LANS Team Member Affiliate.
- The Offeror is not affiliated with a LANS Team Member.

(c) The Offeror certifies, to the best of its knowledge and belief, that: *(Check appropriate response.)*

- None of the Offeror's proposed lower tier subcontractors or suppliers is a LANS Team Member or LANS Team Member Affiliate.
- The following listed entity, who Offeror proposes to use as lower tier subcontractor or supplier, is either a LANS Team Member or a LANS Team Member Affiliate:

NOTICE: Neither Offeror, nor any tier of its lower tier subcontractors or suppliers, shall enter into a subcontract with any Team Member or any Team Member Affiliate to provide goods or services under a proposed subcontract with LANS without the advance written approval of the LANS' Subcontract Administrator. In the event that written approval is granted to enter into a subcontract with a Team Member or a Team Member Affiliate, no fee or profit shall be paid to such Team Member or Team Member Affiliate under the proposed subcontract.

20. SIGNATURE / CERTIFICATION *(Applies to all solicitations)*

By signing below, the Offeror certifies that these representations and certifications are accurate, current, and complete. The Offeror further certifies that it will immediately notify LANS (i.e., the Subcontract Administrator assigned to this solicitation/resultant subcontract) of any changes to these representations and certifications which may occur from the date of this certification through the end of the term of any resultant subcontract that may be awarded to the Offeror.

Signature of the Officer or Employee responsible for this submittal

Typed Name and Title of the Officer or Employee

Date

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

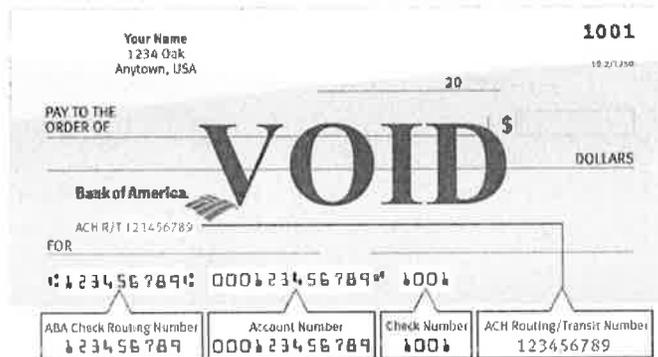
Electronic Funds Transfer Authorization Form

I hereby authorize Los Alamos National Laboratory, hereinafter called the Laboratory, to make electronic payments for invoice payments (vendors), travel reimbursements, small purchase reimbursements and royalty payments (employees). If necessary, the Laboratory will need to adjust any payments made to the account in error. Incomplete forms will be returned.

Return completed form to: Treasury Dept.,
Los Alamos National Laboratory
P.O. Box 1663, MS P231,
Los Alamos, NM 87545
Ph: 505-667-4090 or fax to (505) 606-0102

Financial Institution Information				
Financial Institution:				
Address:				
City / State / Zip:			Telephone #:	
You may only setup one bank account for Electronic Fund Payments				
<input type="checkbox"/> Checking	<input type="checkbox"/> Savings	<input type="checkbox"/> Cancel	<input type="checkbox"/> Change	
ABA # (Must Be 9 Digits):			Account #:	

FOR CHECKING ACCOUNT AUTHORIZATION ATTACH A VOIDED CHECK HERE:



THIS FORM WILL NOT BE PROCESSED WITHOUT A CHECK OR COPY OF ONE. DEPOSIT SLIPS WILL NOT BE ACCEPTED.

Authorization Information	
E-mail Address (for payment notifications):	
Printed Name:	Telephone:
Authorized Signature:	Date: 2/15/2008
Vendor Information	Employee Z#
Company Name or DBA:	
Address:	
City/State/Zip:	

Please allow 10 days for processing additions or changes. Separate forms must be submitted for additions or cancellations. This form is to remain in effect until the Laboratory has received written notification from an authorized representative of its termination in such time to afford the Laboratory and the Financial Institution a reasonable opportunity to act.

