



Department of Energy

Washington, DC 20585

May 4, 2021

Ron Hartke

Via email:

RE: HQ-2021-00133-F

Dear Mr. Hartke:

This is a final response to the request for information that you sent to the Department of Energy (DOE) under the Freedom of Information Act (FOIA), 5 U.S.C. § 552. You requested:

1. historical PWS/SOW for existing contract - 89303018CIM000001
2. for existing contract, who is currently assigned: PM (program manager), COR (Contracting Organization Representative), POC (point of contact), CO/KO (contract officer), and CS (contract specialist)

Your request was assigned to DOE's Office of Procurement Services (MA-64) to conduct a search of its files for responsive documents. MA-64 started its search on December 17, 2020, which is the cut-off date for responsive documents. MA-64 has completed its search and identified three (3) documents responsive to your request. The documents are being released in their entirety, as described in the accompanying index.

The adequacy of the search may be appealed within 90 calendar days from your receipt of this letter pursuant to 10 C.F.R. § 1004.8. Appeals should be addressed to Director, Office of Hearings and Appeals, HG-1, L'Enfant Plaza, U.S. Department of Energy, 1000 Independence Avenue, S.W., Washington, D.C. 20585-1615. The written appeal, including the envelope, must clearly indicate that a FOIA appeal is being made. You may also submit your appeal to OHA.filings@hq.doe.gov, including the phrase "Freedom of Information Appeal" in the subject line (this is the preferred method by the Office of Hearings and Appeals). The appeal must contain all of the elements required by 10 C.F.R. § 1004.8, including a copy of the determination letter. Thereafter, judicial review will be available to you in the Federal District Court either: 1) in the district where you



reside; 2) where you have your principal place of business; 3) where DOE's records are situated; or 4) in the District of Columbia.

You may contact DOE's FOIA Public Liaison, Alexander Morris, FOIA Officer, Office of Public Information, at 202-586-5955, or by mail at MA-46/Forrestal Building, 1000 Independence Avenue, S.W., Washington, D.C. 20585, for any further assistance and to discuss any aspect of your request. Additionally, you may contact the Office of Government Information Services (OGIS) at the National Archives and Records Administration to inquire about the FOIA mediation services they offer. The contact information for OGIS is as follows: Office of Government Information Services, National Archives and Records Administration, 8601 Adelphi Road-OGIS, College Park, Maryland 20740-6001, e-mail at ogis@nara.gov; telephone at 202-741-5770; toll free at 1-877-684-6448; or facsimile at 202-741-5769.

The FOIA provides for the assessment of fees for the processing of requests. *See* 5 U.S.C. § 552(a)(4)(A)(i); *see also* 10 C.F.R. § 1004.9(a). In our November 16, 2020, letter, you were informed your request was placed in the "commercial" category for fee purposes. Requesters in this category are charged fees for search, review, and duplication costs. Because DOE did not meet the statutory 20-day limit to respond, all costs for search time are waived. The cost for review of the enclosed documents is \$xxx. This amount is based on 1.5 hours of FOIA analyst review time at \$34.34 per hour and x hours of legal review time at \$42.34, and 16% overhead costs. Although DOE's costs for search and review time exceeded \$25.00, since we did not contact you, your fees have been capped at \$25.00. You will receive a separate bill for this amount.

If you have any questions about the processing of the request or this letter, you may contact Ms. Rosa Vazquez at:

MA-46/ Forrestal Building
1000 Independence Avenue, S.W.
Washington, DC 20585
(202) 586-5955

I appreciate the opportunity to assist you with this matter.

Sincerely,

Alexander C. Morris
Digitally signed by
Alexander C. Morris
Date: 2021.05.04
13:28:41 -04'00'

Alexander C. Morris
FOIA Officer
Office of Public Information

Enclosures

INDEX

Request #: HQ-2021-00133-F

Final response to request from Mr. Ron Hartke for:

1. historical PWS/SOW for existing contract - 89303018CMA000003
2. for existing contract, who is currently assigned: PM (program manager), COR (Contracting Organization Representative), POC (point of contact), CO/KO (contract officer), and CS (contract specialist)

DOE has located three (3) documents responsive to your request.

- Three (3) documents are *being released in their entirety*.

Statement of Work Parking Services

Scope of Work

The contractor will provide the necessary labor, supervision, materials, supplies, and equipment to provide parking management services and operations. The services, include, but are not limited to: Furnishing and distributing parking permits to eligible persons designated by the Government; monitoring parking areas; operating permit holder vehicles in a safe and responsible manner, monitor visitor parking services. Monitor and operate a government furnished automated parking management and payment collection system that will be compliant with the Payment Card Industry (PCI) Data Security Standard (DSS).

Description of Site

The work site consists of the following: a main garage (underground), loading dock, and an outside South parking lot; all of which contains approximately 700 parking spaces. The location is at the James Forrestal Building, 1000 Independence Ave SW, Washington DC, 20585.

Payments

The Department of Energy (DOE) will make no payment to the contractor. The Contractor will sell parking permits to eligible persons, as identified by the DOE Parking Management procedures. These fees will constitute the only payment to the Contractor. There is no guaranteed number of daily, monthly, or quarterly permit sales.

Indemnity and Insurance

The contractor will be responsible for considering and resolving all claims. The contractor must purchase and maintain liability insurance for the parking contract personnel. The contractor will not hold DOE at fault for loss and/or liability arising from damage to property and/or personal injury to DOE employees and/or guests based on actions of the contractor employees.

Parking Permits

There should be a different parking permit identified for each area of the Forrestal parking facilities (i.e. Main Garage, Loading Dock, and South Parking Lot). See Attachment 4 for a sample of the currently used parking permits. These permits will be printed or generated by an electronic application. The permit will not contain a DOE seal, DOE name or DOE organizational name. The parking permits shall have protections against duplication and the vendor must have a system to verify the parking permits are valid. **The design of the permit must be approved by the Contracting Officer's Representative (COR).**

Sale of Permits

Parking permits will be sold at the 12th Street parking booth in the James Forrestal parking facility the last four (4) working days of each month; and the first three (3) working days of the issue month. Vehicles allowed to park in the facility must have a current valid parking permit, except for government vehicles and visitors' Privately

Owned Vehicles (POVs). On a case-by-case basis, the DOE Parking Management Office may direct the sale of a parking permit anytime during the month.

The contractor will develop an accurate and rapid system of selling parking permits. The contractor shall operate an online automated electronic payment system as directed by the DOE Parking Management Office. Permits will be sold during the hours 8:00 a.m. to 3:00 p.m., Monday- Friday (excluding holidays). Cash, checks and automated electronic forms of payment will be accepted. Electronic forms of payment may also incur a processing fee as determined by the contractor.

Government Vehicles and Visitors

The contractor will admit Government tagged vehicles and visitors POV's without permits.

Qualification of Employees

Contractor employees will be accountable and responsible persons possessing a legal state driver's license (Maryland, District of Columbia or Virginia), and have a history of safe driving. Within five (5) days prior to an employee reporting for duty as an attendant or supervisor, the contractor will submit an employee resume for review and final approval by the COR. These individuals must be able to operate a manual and/or automatic transmission vehicle. The contractor parking garage staff must be computer literate in word processing, excel spreadsheets, and data entry.

Site Operation to be Performed by Contractor

1. The contractor shall provide five (5) properly trained attendants and one supervisor. The hours of operation of the parking facility will be 7:00 a.m. to 6:00 p.m., Monday through Friday (excluding holidays). The contractor parking management supervisor shall monitor and respond to emails submitted to the Parking Management mailbox during the normal duty hours.
2. The contractor will provide four (4) employees from the hours of 7:00 a.m. to 3:30 p.m. and two employees from the hours of 9:30 a.m. to 6:00 p.m., Monday through Friday (excluding holidays).
3. Employees will wear name badges and distinctive uniforms agreed to by COR. During garage hours of operation, a reflector safety vest will be worn by attendants.
4. Employees will enter current driver and vehicle data into the automated parking management and payment collection system. Record permit numbers, vehicle information, payments for monthly and quarterly permits, and notices of violation. The contractor will respond to electronic notifications of delinquent payments and unauthorized access to the garage facility. Provide monthly, quarterly, fiscal year and adhoc reports as requested by the COR.
5. The contractor will be responsible for conducting two yearly surveys of garage parking prices in the immediate area of the Forrestal Building at no additional cost to the Government or permit holders.
6. The contractor will, at their expense, arrange for outside telephone services. DOE will provide in-house telephone service that is to be used for official business only.

7. The contractor will ensure parking permit holders comply with all parking procedures provided in the Forrestal Garage Parking Procedures. The contractor will submit for the Contracting Officer's approval, a set of standard operating procedures to include, but not limited to, the following: parking, movement of vehicles, surveillance of visitors and parking permit holders vehicles, instructions for the deposit of, control of, return of visitors' and parking permit holders' vehicle keys. The attendants' names, schedule or shifts, and number of hours each parking attendant will work, shall be provided to the Contracting Officer and COR. The contractor shall establish procedures to be followed by parking permit holders, and submit them to the COR for approval. The contractor will provide to the COR a list of employees and their home and mobile telephone numbers, to be used in case of emergency. In addition, procedures for safeguarding and retrieval of vehicle keys left under their care during non-duty hours will be submitted for approval.

8. Each vehicle that does not conform to the rules set forth in the Forrestal Garage Parking Procedures is in violation and will be ticketed by a garage attendant. The on-hand stock of these parking violations/tickets are provided by the COR. The contractor will refer all vehicles that require ticketing by the Federal Protective Services to the COR or their representative.

9. The contractor will distribute copies of the Forrestal Garage Parking Procedures and other relevant literature to the parking permit holders and other authorized users of the parking facility at the direction of the DOE Parking Management or The Office of Administration.

Visitors Parking

10. The DOE Parking Management Office staff will authorize daily visitor parking. The contractor will maintain a visitor's log with the date, visitor's name, arrival time, departure time, make and year of vehicle, license number and state, person visited, room number, telephone number, and confirmation number. The contractor will be responsible for key control and security for visitors' vehicles. The contractor will provide a daily visitor pass system which will be subject to approval by the COR or their representative.

11. Vehicles will be parked and locked by the driver of the vehicles, except when otherwise instructed by the contractor. When the contractor instructs persons to leave keys in vehicle, the contractor assumes responsibility for the vehicle and keys.

Parking permit holders who anticipate leaving prior to their normal departure time will advise the attendant, and request assistance and direction to a parking space in a controlled early departure lane provided space is available.

The operator of a blocked vehicle will ascertain the permit number(s) of the vehicle that is obstructing the movement of another vehicle and will notify the permit holder that the vehicle must be moved. If necessary, the parking attendant may be asked for assistance in resolving parking issues to prevent them from escalating. The attendant will provide all required support. The attendant will issue a ticket to the vehicle that is

obstructing the movement of another vehicle, if a violation exists.

12. The contractor will randomly survey the parking facility to verify that the parking permits are current and properly displayed with the required information. In addition, the attendants will ensure that each vehicle is properly parked. The main garage, loading dock and south parking areas must be patrolled. The parking attendants shall patrol these areas on rotation schedule of two (2) attendants in the garage and one (1) attendant in the loading dock and South parking. The contractor shall provide specific parking information that DOE Parking Management Office may request during the Contractor's survey of the parking facility. The information collected will be reported daily in a standard, simplified format provided by the COR.

13. The Contractor shall keep the interior of the 12th Street parking booth clean; furnish all necessary labor, supplies, materials, equipment, and supervision required to maintain the parking booth. Any maintenance, renovation or service that is required must have approval by the COR or representative prior to any work being performed. Any permanently affixed equipment will become property of the U.S. Government at the completion of the contract.

Modification P00008

The requisition is submitted to modify C&STYL Inc. Parking Service contract (89303018CMA000003) to include a Forrestal garage valet parking service pilot program for 60 days. The start date is March 2020. The pilot will be conducted in the current parking facility in accordance with Forrestal garage parking procedures. The valet location will be determined by the Parking Management office. The pilot will include parking spaces to accommodate 20 vehicles. The procedure for Forrestal Garage Valet Parking is located below.

Prior to the Pilot Valet Parking procedure becoming permanent the Contracting Officer (CO) will review the results of the pilot and discuss the cost impacts with the vendor.

Forrestal Garage Valet Parking Procedures

- The Valet Service Station will be located in the Forrestal garage on the north side of the parking booth.
- Vehicle approaches the valet podium/booth during the (8 a.m.- 5 p.m.) duty hours
- The attendant will greet customer and at that time complete a vehicle inspection and obtain customer concurrence on the condition of the vehicle.
- The customer will be issued a valet receipt with control number
- The customer the next attendant will park the vehicle in the proper valet parking space.
- Prior to departure the customer may contact the parking booth (6-2724) to advise the parking attendant they are prepared to depart the garage. The customer's vehicle will be staged for immediate departure.
- After the valet pilot lanes are full customers must be directed by the attendant to park in general parking locations in the Forrestal Garage.
- Valet Parking Services end 5:00pm

End of Document

OFFICE of HEADQUARTERS PROCUREMENT SERVICES (MA-64) MODIFICATION INDEX		
Contract Number	89303018CMA000003	
Modification Number	P00007	
Purpose Of Modification	Exercise Option and Funding	
Contractor Name/POC:	C & S TYL, Inc.	
	Required	N/A
1. Planned Procurement Profile		
2. Purchase Request (FAR 32.7)	✓	
3. Independent Government Estimate (FAR 7.105 and FAR 36.203)		
4. Correspondence (e.g., option notification letter (FAR 17.207(a)), or Contractor request for equitable adjustment, etc.)		
5. Determination and Finding or Any Other Justifications (FAR 17.207(f))	✓	
6. Request for Proposal		
7. Contractor Proposal		
8. Technical Evaluation		
9. Audit/Cost/Price Analysis (FAR 15.404-2 and DEAR 915.404-2-70)		
10. Negotiation Memorandum		
11. Certificate of Current Cost/Price Data >\$700K (FAR 15.403-4(iii))		
12. Consent of Surety and Increase of Penalty (if additional bond coverage is required for modifications that increase the contract value).		
13. SAM (activate registration, no exclusions, and Reqs. & Certs.)	✓	
14. HQ Independent Policy and Legal Review		
15. DOE Office of Business Clearance Review (Acq. Guide Ch. 71)		
16. ANA Congressional Notification (3 business days prior to award/mods exceeding \$4M, all terminations) (DOE Acquisition Guide, Chapter 5)		
17. Section 311 Congressional Notification (exceeding \$1M appropriated funds, 3 full business days prior to award)		
18. Cover letter/e-mail of Transmittal to Contractor Requesting Modification Signatures		
19. Distribution of Modification		
20. Fully Executed SF 30 Modification (FAR 43.301)		
21. Federal Procurement Data System (FPDS) Report (FAR 4.602)	See STRIPES	
22. Other: Memo, Invoice, e-mail	✓	
Contracts Specialist:	Ellen Clayton	
Contracting Officer:	Albert A. Manley	

United States Government

Department of Energy

MEMORANDUM

DATE: 11/28/2017

REPLY TO
ATTN OF: MA-642.3 (Shileta Johnson)

SUBJECT: Designation of Contracting Officer Representative (COR) for:
Contract Number: 89303018CMA000003
Contractor: CSTYL

TO: Ellsworth Howell, Jr.

Pursuant to DOE Order 541.113, you are hereby designated to act as the Contracting Officer Representative (COR) for technical monitoring in relation to the supplies and/or services to be provided under the subject contract. This formal COR designation is personal to you and may not be redelegated to others. The ultimate responsibility for performance of the Inspectors, the monitors, and your delegated duties is yours alone.

In addition, in accordance with DOE Order 361.1B and the Acquisition Career Management Program Handbook you are required to obtain 40 hours of continuous learning activities within your career field every two (2) years and to maintain a record of these activities. More information regarding this requirement is available from Ms. Lisa Simmons, MA-68 or 202-287-1420.

Memorandums for the Record (MFR), delegation memorandums, task assignments, technical direction letters, vouchers and other correspondence shall be maintained in the Official COR Administration Files. A copy of all delegations, MFR's, records, contract documents and other correspondence shall be furnished to the Contracting Officer, upon request. The utmost care must be given to restrictions regarding, proprietary data, source selection information, and business sensitive information.

The COR shall comply with the requirements for procurement integrity as set forth in Federal Acquisition Regulations (FAR) 3.104 and promptly report to the cognizant contracting officer any information concerning a violation or possible violation of procurement integrity requirements.

Your responsibilities as COR grow out of the provisions of the subject contract, DOE Order 541.113, the Office of Federal Procurement Policy, Policy Letter 92-1, and Departmental financial and policy guidance related to cost and accrual reporting. Your duties will consist of the following:

- (a) Prepare and Issue technical direction in accordance with the contract clause entitled, "Technical Direction" ensuring that the work to be performed: 1) is within the Scope and Statement of Work of the contract; does not include any inherently government functions; 3) does not constitute a change as defined in the contract clause entitled "Changes;" 4) does not in any manner cause an increase or decrease in the total price or the time required for contract performance; 5) does not change any of the expressed terms, conditions or specifications of the contract; or 6) interfere with the Contractor's right to perform the terms and conditions of the contract.
- (b) Monitor technical compliance. Ensure that the Contractor complies with all technical requirements of the work defined in the scope of work, either included in or attached to the contract, including reports, documentation, data, work products, milestones schedules and deliverables. In this connection, you will:
 - (1) Inform the Contracting Officer in writing of any performance failure by the Contractor;
 - (2) Inform the Contracting Officer if you foresee that the contract will not be completed according to schedule. Your written notice should include your recommendations for remedial action;
 - (3) Insure that the Government meets its contract obligations to the Contractor. This includes, but is not limited to, Government-furnished equipment and services called for in the Contract,

and timely Government comment on or approval of draft contract deliverables as may be required by the Contract.

- (4) inform the Contracting Officer in writing of any needed changes in the narrative scope of work described in the Contract. A requisition shall be initiated to effect any changes in the scope of work. No such change shall be effective until a modification is exercised.
 - (5) If applicable, issue written technical direction in accordance with the Technical Direction clause in the contract. However, you may not issue technical direction which:
 - (I) Constitutes an assignment of additional work outside the Statement of Work;
 - (II) Constitutes a change as defined in the contract clause entitled "Changes";
 - (III) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
 - (IV) Changes the expressed terms, conditions or specifications of the contract; or interferes with the Contractor's right to perform the terms and conditions of the contract.
 - (6) Review contract deliverables for unauthorized work and any evidence of organizational conflicts of interest problems.
 - (7) Ensure that, in accordance with Office of Management and Budget, Office of Federal Procurement Policy, Policy Letter 92-1, entitled "Inherently Government Functions," Contractor performance does not usurp those functions intimately connected with Government operations that they must be performed by Government employees in order to retain essential control and responsibility. These functions involve exercising discretionary authority and making final value judgements that affect the day-to-day and long-term development, execution, and evaluation of Government programs.
- (c) Monitor the technical, administrative and funds aspects.
- (1) Notify the Contracting Officer immediately of any indication that the cost to the Government for completing performance under the contract will exceed the amount stated in the contract.
 - (2) Report any indication that costs are being incurred which are not appropriately chargeable to this contract.
 - (3) Monitor travel performance under the contract to assure the necessity therefore and the duration thereof.
 - (4) Review and approve vouchers and invoices for payment electronically through the Oak Ridge Financial Services Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS) as follows:
 - (i) Review and approve vouchers for reasonableness and applicability of cost and appropriateness of the fee and costs claimed.
 - (ii) If you question the Contractor's claimed costs, progress, delivery, and/or fee claimed in (i) above, make a note in the "Approver" comments section of the VIPERS approval system indicating what documentation is necessary to clarify the questioned costs. If all the costs are questioned you are to state in "Approver" comments section an explanation of why you question the costs. The "Rejection Codes" section should also be completed. If you have questioned any cost, clearly annotate which costs are questioned. A copy of all your comments must also be maintained in the COR's files.

- (iii) Report accrued cost (Un-Invoiced cost) through the VIAS Cost Accrual menu option in accordance with the Office of Financial Policy's Supplemental Guidance on Cost and Accruals (March 2006) and in accordance with the instructions and demo available on the VIAS web-site. You also need to comply with any related instructions that may periodically emanate (usually via e-mail) from the VIAS System operators.
- (d) Property Management. You are requested to:
 - (1) Review and comment on the Contractor's requests for Government-furnished facilities supplies, materials and equipment and forward the requests to the Contracting Officer for disposition.
 - (2) Review and comment on the Contractor's requests for consent of purchase of supplies, materials, and equipment, and forward the requests to the Contracting Officer for disposition.
- (e) Resolve Technical Differences. Assist the Contractor in interpreting technical requirements of the subject contract's scope of work. All technical questions arising out of the contract which cannot be resolved without increasing costs, alterations or changes to the contract scope, or the occurrence of unresolvable differences should be reported in writing to the Contracting Officer. Such report should contain the facts and recommendations pertinent to the questions at issue.
- (f) Conduct or assure the Government inspection and acceptance are accomplished for all items.
- (g) Complete Contractor Performance Reports. Using the Department of Defense, Naval Sea Systems Command, Contractor Performance Assessment Reporting System (CPARS), electronically complete and forward to the Contracting Officer/ Contract Specialist, the COR evaluation segment of the performance report required by the Department. Coordinate any revisions to the COR segment of the Contractor Performance Report that are deemed necessary by the Contracting Officer.
- (h) Assist in the Closeout of the Contract. Upon completion of the work:
 - (1) Promptly advise the Contracting Officer of the actions yet to be taken on the expiring instrument.
 - (2) Forward to the Contracting Officer the Closeout Form entitled "Exhibit 4 - Final Acceptance" attesting to the Contractor's completion of the technical performance under the contract and delivery of all goods and services and to your acceptance of all goods and services for which inspection and acceptance are herein delegated.
 - (3) Forward to the Contracting Officer all records and documents pertinent to the administration of the contract which were retained by you in your capacity as COR during the period of contract performance.
 - (4) Forward to the Contracting Officer a statement that any DOE photo identification badges issued to contractor personnel were returned to the DOE Program/Project Office.
 - (6) If the contract contains classified requirements, forward the following documents to the Office of Security Affairs:
 - (i) Complete identity and classification of all classified material provided to the Contractor for performance of the contract.
 - (ii) Complete identity of all classified material generated by the Contractor under this contract.
 - (iii) Identity of material indicated in (i) and (ii) above which you authorized the Contractor to retain.

- (iv) Certification that all classified material not authorized for retention has been returned or destroyed by the Contractor as required.

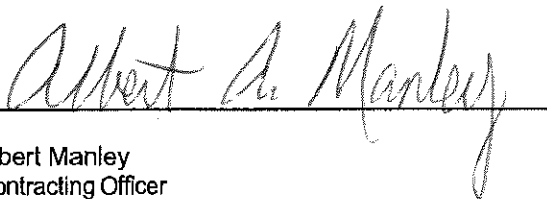
- (6) Promptly provide funds at the conclusion of financial audits of the contractor's direct and indirect rates on cost reimbursable contracts or other instruments. If it is determined that there was a cost overrun and that additional funds are required.

In connection with the performance of all of the above, you are NOT authorized to negotiate terms or make any agreement or commitments with the Contractor which modify the terms and conditions of the contract (i.e. contract amount, contract period of performance, contract scope of work). Only the Contracting Officer is authorized to accept nonconforming work, waive any requirement of the contract, or modify any term or condition of the contract.

The attached procedures entitled:

- Program Invoice Approval Procedures
- D Task Assignments Orders under Support Service Contracts
- D Other (specify)

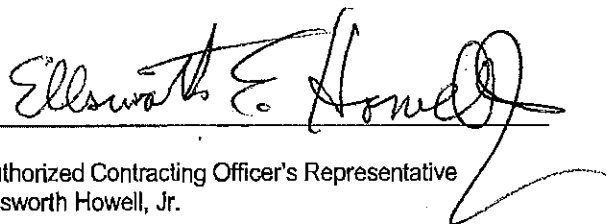
Your acknowledgement is requested below.



A handwritten signature in cursive script, reading "Albert A. Manley", is written over a horizontal line.

Albert Manley
Contracting Officer

Sign and date below and return to Contracting Officer; keep one copy for your files.



A handwritten signature in cursive script, reading "Ellsworth E. Howell, Jr.", is written over a horizontal line.

Authorized Contracting Officer's Representative
Ellsworth Howell, Jr.