

Department of Energy

Washington, DC 20585

July 27, 2021

Ron Hartke Ardent Technologies, Inc. 6234 Far Hills Avenue Dayton, Ohio 45459

Via email: foiarequest@ardentinc.com

RE: HQ-2021-00176-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:

historical PWS/SOW for existing contract - 89303018CIM000001
 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 Headquarters Procurement Services (MA-64) to conduct a search of its files for responsive records. MA-64 started its search on April 27, 2021, which is the cut-off date for responsive records. 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 April 22, 2021, 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 \$84.31. This amount is based on 1.5 hours of FOIA analyst review time at \$34.34 per hour and .5 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,



C. Morris

Alexander C. Morris FOIA Officer Office of Public Information

Enclosures

INDEX

Request #: HQ-2021-00176-F

Final response to request from Mr. Ron Hartke for:

historical PWS/SOW for existing contract - 89303018CIM000001 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's Office of Headquarters Procurement Services has completed its search and located three (3) documents responsive to your request.

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

Document 1

| 08- | 07- | 19 |
|-----|-----|----|
|-----|-----|----|

| HEADQUARTERS PROCUREMENT MODIFICATION INDEX | | | |
|---|---------------|-------|--|
| Contract Number | | | |
| Modification Number | | | |
| Purpose Of Modification | | | |
| Contractor Name/POC: | | | |
| | | | |
| 1. Advance Procurement Plan Number (CPI 7.1): | Required | N/A | |
| 2. Purchase Request (FAR 32.7.) | | | |
| 3. Independent Government Estimate (FAR 7.105 and FAR 36.203) | | | |
| 4. Correspondence | | | |
| | | | |
| a. Option notification Letter (<u>FAR 17.207(a</u>)) | | | |
| b. Contractor request for equitable adjustment | | | |
| c. OTHER: | | | |
| 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. Memo to the File | | | |
| 12. Certificate of Current Cost/Price Data >\$700K (FAR 15.403-4(iii)) | | | |
| Consent of Surety and Increase of Penalty (if additional bond coverage is required for modifications that increase the contract value). | | | |
| 14. <u>SAM (activate registration, no exclusions, and Reps. & Certs.)</u> | | | |
| 15. HQ Independent Policy and Legal Review | | | |
| 16. DOE Office of Business Clearance Review (Acq. Guide Ch. 71) | | | |
| ANA Congressional Notification (3 business days prior to award/mods exceeding \$4M, all terminations) (<u>Acq. Guide Ch. 5</u>) | | | |
| Section 311 Congressional Notification (exceeding \$1M appropriated funds, 3 full business days prior to award) | | | |
| 19. Cover letter/e-mail of Transmittal to Contractor Requesting Modification Signatures | | | |
| 20. Distribution of Modification | | | |
| 21. Fully Executed SF 30 Modification (FAR 43.301) | | | |
| 22. Federal Procurement Data System (FPDS) Report (FAR 4.602) See STRIPES | | | |
| 23. Log Best Practices/Lessons Learned/Recommendations | See <u>O:</u> | Drive | |

| | 00 07 1 |
|----------------------|---------|
| 24. Other: | |
| | |
| | |
| Contracting Officer | |
| Representative: | |
| Contract Specialist: | |
| Contracting Officer: | |

Department of Energy

Attachment 5 to CPI 1.6

| (And other states) | d States Governme | nt | |
|--------------------|-------------------|----|--|
| Mem | orandum | | |
| DATE: | July 1, 2020 | | |

SUBJECT: Designation of Contracting Officer Representative (COR) for Contract No. 89303018CIM000001, with Synergy Solutions, Incorporated

Regina Graham, Contracting Officer, MA-641.3

TO: Gregory Lawrence

REPLY TO ATTN OF:

> Pursuant to DOE Order 541.1C, 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. As the COR, you may delegate, in writing, specific monitoring and inspecting responsibilities within your delegated authority, ensuring each inspector and monitor has appropriate training and knowledge for their assignments. However, the ultimate responsibility for performance of the inspectors, the monitors, and your delegated duties remains yours alone.

In addition, in accordance with DOE Order 361.1C 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 Mr. Fred Dann at (202) 287-1408.

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, as well as classified 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 541.1C, 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:

Page 1 of 6

Attachment 5 to CPI 1.6

- (a) ⊠ Prepare or ⊠ 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; 2) 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, milestone 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:
 - 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;

Page 2 of 6

- (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 so 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.
 - - (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.

Page 3 of 6

- (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 website. 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.

Page 4 of 6

Attachment 5 to CPI 1.6

- (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.
- (5) 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
- Task Assignments/Orders under Support Service Contracts
- \Box Other (specify)

are included as part of this delegation memorandum. Your acknowledgement is requested below.

Page 5 of 6

Attachment 5 to CPI 1.6

Viola Regina Graham Contracting Officer

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

Dedawa Q

Gregory Lawrence Authorized Contracting Officer's Representative

Page 6 of 6

Document 3

U.S. Department of Energy

Synergy

Master Performance Work Statement



1000 Independence Avenue, SW

Washington D.C. 20585

Table of Contents

| Та | able of | Con | tents | 1 |
|------|---------|-------|--|---|
| So | cope o | f Wo | rk | 3 |
| C-1. | Backg | rour | nd | 3 |
| C-2. | Objec | tives | 5 | 4 |
| C-3. | Scope | e | | 4 |
| C | -3.1 | Stra | tegic Program Office and Administrative Support | 4 |
| | C-3.1. | .1 | Information Technology Workforce Initiative | 4 |
| | C-3.1. | .2 | Program Management Support | 5 |
| | C-3.1. | .3 | Administrative Support | 5 |
| | C-3.1. | .4 | Cyber Security Support | 6 |
| | C-3.1. | .5 | Continuity of Operations | 7 |
| | C-3.1. | .6 | Information Technology Modernization | 8 |
| | C-3.1. | .7 | Federal Information Technology Acquisition Reform Act | 8 |
| C | -3.2 | Stra | tegic Communications and Customer Engagement Support | 9 |
| | C-3.2. | .1 | Customer Advocacy | 9 |
| | C-3.2. | .2 | E-Gov Initiatives1 | 0 |
| | C-3.2. | .3 | Graphics Support1 | 1 |
| | C-3.2. | .4 | Website Support1 | 1 |
| C | -3.3 | Qua | lity Assurance Support1 | 2 |
| | C-3.3. | .1 | Independent Verification and Validation (IV&V)1 | 2 |
| | C-3.3. | .2 | Performance Management and Quality Assurance 1 | 2 |
| C | -3.4 | Hea | dquarters Security Support1 | 3 |
| C-4. | Gene | ral R | equirements1 | 4 |
| C | 4.1 | Peri | od of Performance1 | 5 |
| C | 4.2 | DOE | E-H-2047 Federal Holidays And Other Closures (OCT 2014)1 | 5 |
| C | 4.3 | Кеу | Personnel 1 | 6 |
| C | 4.4 | Trav | vel and Per Diem 1 | 7 |
| C- | 4.5 | Con | tractor Deliverables1 | 7 |

Synergy Master Performance Work Statement

| C-4.6 | Transition Management | . 17 |
|--------|--|------|
| C-4.7 | Information Technology Ownership | . 18 |
| C-4.8 | Security Clearances | . 18 |
| C-4.9 | Subcontractor Management | . 19 |
| C-4.10 | Government Furnished Equipment (GFE) | . 19 |
| C-4.11 | Identification of Contractor Employees | . 19 |
| C-4.12 | Work Integration Management | . 20 |
| C-4.13 | Financial Management | . 20 |
| C-4.14 | Staff Time Tracking and Reporting | . 20 |

Scope of Work

C-1. Background

The U.S. Department of Energy's (DOE) mission spans a diverse range of portfolios across the enterprise ranging from nuclear security, open science research, power administration, to environmental management. This enterprise comprises 97 entities - spread across 27 states - divided among 10 Program Offices, 19 Staff Offices, 4 Power Marketing Administrations, 19 Field Sites, 17 National Laboratories, and 4 Technology Centers - each uniquely structured to perform distinct missions.

The mission of the Office of the Chief Information Officer (OCIO) is to enable the DOE's urgent missions in energy, science, and nuclear security through the power of information and technology in a manner that balances risk with required outcomes.

This contract, Support Services to the CIO (SSCIO), will provide support directly to the Chief Information Officer (CIO), senior leadership, and other Federal employees responsible for defining and carrying out the mission of the OCIO. SSCIO offers support services in four (4) areas:

- Strategic Program Office and Administrative Support
- Strategic Communications and Customer Engagement Support
- Quality Assurance Support
- Headquarters Security Support

Each area represents a general category of services. This document defines the scope of potential Work Orders to be issued under this award.

Work Orders will be issued to identify specific requirements, performance metrics, security, schedules, deliverables, etc. Each Work Order will be comprised of a Performance Work Statement (PWS), Statement of Work (SOW), or Statement of Objectives (SOO) and a Quality Assurance Surveillance Plan (QASP) that together will define specific performance standards, Service Level Agreements (SLAs), and Operational Level Agreements (OLAs). The Government reserves the right to procure similar services from other sources during the performance of this award.

C-2. Objectives

Executive leadership has identified critical performance objectives the Contractor shall address in order to provide a level of service that satisfies CIO's vision in the following areas:

- Agile and responsive support to Federal laws, mandates, and directives
- Champion the offerings and the reputation of the OCIO
- Improve performance of staff and service delivery

C-3. Scope

The following service support areas encompass the planning, day-to-day operations, and continuous support necessary for CIO. These service areas identify specific areas of expertise the Contractor must be capable of providing.

Further details on specific performance requirements will be provided at the Work Order level. The purpose of this document and section is to provide the scope of potential work orders to be issued.

C-3.1 Strategic Program Office and Administrative Support

C-3.1.1 Information Technology Workforce Initiative

DOE strives to maintain a high-performing workforce through enrichment opportunities, comprehensive training programs, leadership development, and an open culture that promotes the sharing of intellectual capital and demonstrates high standards of integrity for employees. DOE recognizes the strategic management challenge required to hire and retain a highly skilled IT workforce and is working to address the criticality of strengthening human capital as a driver for organizational effectiveness. The CIO intends to motivate, inspire, and maximize employee performance by instituting development programs and enrichment opportunities. The Contractor may be required to assist with initiatives directed toward aligning a professional workforce in support of a Department's mission, goals, and strategies.

Support requirements may include:

- Provide business process engineering and organizational change management.
- Perform analysis to determine business and technical requirements for such applications as software, business process re-engineering, and resource utilization.
- Execute special studies and other IT-related technical and advisory services in support of existing or emerging requirements.

- Implement a new performance-management systems to better recognize and reward superior performance ensuring a high-performing and accountable workforce.
- Implement a performance framework for accountability at the employee level maximizing employee performance by instituting development programs and enrichment opportunities that motivate and inspire employees.

C-3.1.2 Program Management Support

The CIO may require support in the areas of Program and Project Management Support with proven execution of business practices in the areas of planning, coaching and communication. The Contractor must demonstrate the means to manage programs, projects, and initiatives to meet requirements or objectives on time, on budget, and within established scope. This includes establishing management processes, planning, scheduling, and resource allocations.

Support requirements may include:

- Identify potential risks to programs, projects, or initiatives and notify and provide recommendation to the government on mitigation strategies sensitive to cost, scope and schedule.
- Analyze the adequacy of existing command and control structures and business practices.
- Assist the OCIO with policy and procedural development.
- Provide management reports with supporting data mapped to milestones and deliverables.
- Assist the Government in tracking program, projects, and initiatives including status updates and progress toward established goals.

C-3.1.3 Administrative Support

The CIO requires professional administrative support required to efficiently and effectively execute the day to day operations of the OCIO Headquarters Office.

The Contractor must be able to perform the following functions and responsibilities:

- Prepare and track documents, correspondence, and reports using eDocs and other collaboration tools.
- Provide appointment and schedule management support. Coordinate the transportation needs for the CIO, and other DOE senior executives and senior staff.

- Oversee conference room schedules, coordinate meeting logistics, ensure attendees provide proper credentials for all clearances, confirm meetings prior to commencement, and resolve scheduling conflicts.
- Support time and attendance entry, travel authorization and voucher entry, and other personnel actions as required.
- Provide support by accompanying DOE senior executives on official DOE travel to provide executive assistant functions at meeting locations.
- Provide telephone and call management, general office management support, and manage executive office files.
- Maintain and track correspondence and email for the CIO including Office of the Secretary correspondence through the Electronic Document Online Correspondence & Concurrence System (eDocs).
- Escort guests and vendors in and out of the building to include ensuring required credentials for all clearances for meeting attendees, confirmation of meeting prior to start.

C-3.1.4 Cyber Security Support

To meet the challenges of the rapidly evolving cyber landscape, the DOE has crafted a comprehensive cyber strategy rooted in enterprise-wide collaboration, accountability, and transparency. DOE requires cybersecurity support in promoting Federal and Departmental requirements and initiatives across the DOE enterprise.

Contractor support may be required to:

- Assist the CIO in the review, development, and implementation of guidance based on NIST Special publications, which include: Minimum Security Controls, Certification and Accreditation, Risk Management, Vulnerability Management, Interconnection Agreements, Plan of Actions and Milestones (POA&M), Contingency Planning, and Configuration Management, etc.
- Provide technical expertise in cyber security policy and procedures.
- Support the unique construct of the Department, the distributed risk approach to cybersecurity, and the necessity for a holistic, "One DOE" persona in external engagement.

- Deconstruct Federal and Departmental requirements and guidelines; develop strategies to address requirements and guidance; develop programs, projects, and initiatives to implement established strategies; measure and monitor progress to meeting established milestones and objectives; and provide scheduled and ad hoc reports as part of the deliverables and in monitoring effectiveness of a program, project, or initiative.
- Provide strategic, programmatic support toward providing suitable, feasible, and affordable cybersecurity strategies that result in measurable improvement of the Department's cybersecurity posture and that are in line with the Department's goals and objectives. Emphasis should be placed on the skills necessary to monitor Federal legislation, analyze changes in requirements, assess those changes' applicability to DOE, and provide sound and feasible recommendations to update, revise, and/or develop cybersecurity policies and programs. DOE focuses program management efforts in terms of cost, scope, and schedule as it relates to the intended objectives. Risk management to the program, project, or initiative is also considered as part of this program management requirement.

C-3.1.5 Continuity of Operations

The Contractor may be required to provide support to the OCIO Continuity of Operations (COOP) and Emergency Management (EM) programs. OCIO is a key office within the DOE Emergency Incident Management Council and Unified Coordination Structure (UCS) supporting DOE's emergency management enterprise, which manages and coordinates an all-hazards response across the DOE complex.

Support requirements may include:

- Maintain, review, and update the OCIO COOP and EM implementation plans in response to updated guidance and directives.
- Provide annual assessments of the IM COOP Program and Plan.
- Assist in the execution and submission of the annual Continuity Readiness Assurance Report.
- Collaborate with NA-40 Continuity Program Office.
- Support for the DOE Government Emergency Telecommunications System (GETS) and Wireless Priority Service (WPS).
- Review and update of Mission Essential Function(s) Business Impact Analysis (BIA) and Business Process Analysis (BPA).

- Assist in disaster recovery and EM planning, testing, training, and exercises.
- Review and update the EITS Disaster Recovery Plan and EITS Contingency Plan.
- Support internal and external working groups, committees, and briefings.
- Develop lessons learned and corrective action plans.
- Produce Quarterly Program briefings/bulletins.
- Coordinate and track training requirements for OCIO.

C-3.1.6 Information Technology Modernization

The CIO intends to migrate from a legacy IT environment to a future environment in order to increase user capacity, improvement in IT flexibility, and an overall reduction of redundant infrastructure and commodity services, while simultaneously strengthening the overall security of the DOE's IT environment. The Contractor may be required to support the migration from an as-is IT environment to a to-be environment through solution planning and research and the evaluation of new technologies.

Support requirements may include:

- Support the development of a Technology Roadmap in conjunction with key stakeholders including the DOE National Labs, Departmental Elements (DEs), and Technology Advisory Board (TAB).
- Propose a plan to migrate from the current to a future-state environment, including a timeline for the migration and stakeholder-focused change management plan.
- Work with stakeholders to decommission the current service(s) and migrate to the Contractor's service, minimizing disruptions to end users and ensuring that SLAs and customer satisfaction are measured and maintained.

C-3.1.7 Federal Information Technology Acquisition Reform Act

Under the Federal Information Technology Acquisition Reform Act (FITARA), the CIO is responsible for overseeing all IT investments undertaken throughout the Enterprise. This responsibility includes governance to assure that all parts of the Enterprise perform thorough analysis of proposed IT investments, that they follow DOE policies for IT management, that they use common systems and processes whenever possible, and that they monitor the use of IT resources throughout DOE.

The Contractor may be required to support FITARA compliance of mandatory requirements in the areas of investment management, acquisition support and oversight, and risk management. The Contractor may be required to provide the following:

- Support the execution of executive, legislative, and regulatory responsibilities such as the Federal Information Technology Acquisition Reform Act (FITARA) of 2014, Federal Information Security Management Act (FISMA), Clinger-Cohen Act, e-Government Act, OMB Circulars, and Departmental Orders.
- Support Contracting Officers Representatives in the processing and documentation of requirements and obligations.
- Provide FITARA support, including DOE-wide coordination of legislation related to FITARA to ensure compliance of requirements in the areas of investment management, acquisition oversight, and risk management.
- Support the implementation of tasks and initiatives that satisfy FITARA requirements as they relate to CPIC.
- Support the development of CPIC performance measures based on existing metrics in related areas and FITARA-specific agency and OMB metrics.

C-3.2 Strategic Communications and Customer Engagement Support

C-3.2.1 Customer Advocacy

As FITARA expands the role of the CIO, the need for increased communication and collaboration increases. The Contractor will support the CIO in analyzing and developing responses to directives and guidance from Federal organizations outside the DOE (e.g., OMB, OFPP, etc.) and assist the DOE's CIO in assessing current states, defining goal states, and developing implementation plans across the entire spectrum of IT functions, products, and services. When developing these responses the CIO must be knowledgeable and consider the needs of entities throughout the DOE.

Therefore, the CIO may require the Contractor to solicit opinions and data from and collaborate with the DOE enterprise including field sites, National Laboratory personnel, Power Administration personnel, and other relevant DOE stakeholders in the development and execution of service solutions. The Contractor may be required to work directly with National Laboratory personnel within Integrated Project Teams (IPTs) as enterprise-wide IT solutions are developed, tested, and implemented.

Support requirements may include:

- Provide Outreach and Engagement Facilitation.
- Advocate Technology and Modernization.
- Organize and conduct meetings with customers, including with Platinum/VIP and senior leadership, to understand and document customer mission requirements, and current business processes, tools, and technologies.
- Perform analysis of current customer mission requirements, and current business processes, tools, and technologies to identify and document improvements to optimize customer productivity and customer satisfaction.
- Coordinate activities with the Platinum service desk team to ensure awareness of proposed changes and operational readiness prior to implementation.
- Provide situational awareness and detailed briefings on customer meetings and issues.
- Perform analysis of Platinum/VIP customer issues to assist in identifying systemic issues, and provide recommendations on corrective actions.
- Develop feedback questionnaires.
- Create customized communications.

C-3.2.2 E-Gov Initiatives

The OCIO coordinates and manages the E-Government initiatives, systems and programs on behalf of the department. The successful management of these programs and initiatives ensures the public is given the opportunity to interface directly with the agency in support of Information Sharing, Transparency, Governance and Oversight, and Building Public Trust. E-Government initiative that the OCIO manages include E-Government Act of 2002, Federal Information Security Management Act of 2002, Chief Financial Officers Act of 1990, Executive Order 13642, OMB Memorandum M-03-22, OMB Memorandum M-10-06, OMB Memorandum M-17-06, DOE O 200.1A, DOE O 206.1.

Support requirements may include:

- Identify existing DOE investments that align to Government-wide initiatives and implement migration and alignment plans.
- Work with customers and Federal agency partners to identify ways to more efficiently provide services and information.

- Participate in working groups across departments to standardize business processes and streamlined delivery of information, services, and products to customers.
- Collaborate with similar mission agencies to develop joint efforts and promote best practices across the Federal Government.

C-3.2.3 Graphics Support

The DOE OCIO develops and employs various strategic and informational communications that reinforces understanding and execution of OCIO's Mission and Strategic Plan. To enhance these communications, the OCIO requires Contractor support for data and information visualization services.

The Contractor may be required to:

- Provide a subject matter experts in data and information visualization and digital graphics design to support the CIO and other senior OCIO personnel.
- Develop a variety of print and digital media graphics as a visual means of communicating OCIO strategy and message. This includes, but is not limited to: infographics, data visualizations (static and interactive), illustrations, brochures, educational packages, flyers, exhibit designs and signage, etc.

C-3.2.4 Website Support

The OCIO requires support in accomplishing content management and development, policy and guidance development, redesign and modernization of the DOE and OCIO websites in order to increase website usability and accessibility and to integrate website multi-media elements and achieve a sustainable website presence requires.

The Contractor may be required to perform the following:

- Transform static web pages to dynamic web pages.
- Update website background, create standard 3-D stylized logo, implement wider format, modify title bars and create consistency between various web pages (i.e., navigation bars and fonts).
- Improve usability by internal and external customers.
- Provide strategies to maintain high quality content and currency.
- Develop rules of behavior, training for users, and guidance for sustainable website presence.

C-3.3 Quality Assurance Support

C-3.3.1 Independent Verification and Validation (IV&V)

The CIO requires Independent Verification and Validation (IV&V) support to identify high-risk areas early in a project will allow the organization to mitigate risks and prepare contingencies. Objective analysis provides insight to system development issues and offers improved visibility into the progress and quality of the development efforts.

The Contractor shall provide expert consulting advice, guidance, and facilitation via independent verification and validation (IV&V) regarding business/process improvement practices, services, and support products to assist the OCIO in its management, organizational, business systems, and cyber security program efforts which enable OCIO to meet new challenges and continuously improve its mission performance.

C-3.3.2 Performance Management and Quality Assurance

The CIO requires support in the identification, planning, and documentation of all performance management and quality assurance requirements to increase effectiveness and reduce costs. Independent assessments of OCIO activities assure compliance to standards, can be utilized as critical input for process improvements, and ensure appropriate level of objective monitoring and insight is always available to senior management.

Contractor support includes assessment of ongoing activities, processes, products, documentation, and data to assure the program is being implemented according to all requirements and specifications.

Support requirements may include:

- Support the establishment of an organizational structure, functional responsibilities, levels of authority, and interfaces for those managing, performing, and assessing work. This includes establishing management processes, planning, scheduling, and resources.
- Support the organization in its effort to improve the effectiveness through the use of the quality policy, quality objectives, assessment results, and process implementation.
- Align procedures to industry's best practice.
- Support the establishment and maintenance of documents and records so that they
 promote conformity to requirements.

- Support the development of work processes so that they are consistent with technical standards, administrative controls, and hazard controls that have been adopted to meet regulatory or contract requirements.
- Support management in their assessments of management processes including identification and correction of problems that hinder the organization from achieving its objectives.
- Support the planning and conducting of independent assessments to examine the quality and adequacy of work processes and to promote continual process improvement.

C-3.4 Headquarters Security Support

The OCIO Headquarters Security Officer (HSO) is responsible to for the overall safety and security within the OCIO and serves as a conduit for timely dissemination of security information throughout OCIO.

The Contractor will support the following:

- Maintain the OCIO appendix to HQS Facility Master Security Plan (HQFMSP).
- Support security personnel to include Classified Information Systems Security Officer (ISSO), Operations Security (OPSEC) working group member, classification representatives, Technical Surveillance Countermeasures Officer (TSCMO), control station personnel, and Security Awareness POCs.
- Assist with inventory control and security facilities and equipment (i.e., location and identification of all Limited/Exclusion Areas, vaults, containers, copiers, computers, or other secured telecommunications equipment, facsimiles, and shredders).
- Ensure compliance with all security directives and the HQFMSP.
- Ensure all Federal and contractor employees receive required training and maintain the training records.
- Prepare requests for deviation to security directives and the HQFMSP and obtain approval of the CIO prior to submission to the Office of HQ Security Operations.
- Implement security-related procedures to include: the control and management of CIO Limited or Vault Type Rooms; Access authorizations, and registration in SSIMS prior to submission to Office of Personnel Security; Control and handling of classified material; reviews classified visits, foreign visits and assignments and foreign travel requests,

investigation, track and report Federal and contractor staff security infractions; ensures escorts are trained and performing properly.

- Process paperwork necessary to allow attendance at classified discussions and meetings.
- Complete data entry for Foreign National Unclassified Visits and assignments.
- Ensure express packages are picked up and opened to determine contents are classified, and if so, immediate delivery to Classified Document Control Station.
- Establish and maintain a working relationship with HQ Security, Alternate HSOs, and program personnel.
- Initiate applications for security clearances and security badges into the electronic questionnaire and provide follow-up.
- Collect information and forms for initiating all Federal staff in the USAccess system to obtain HSPD-12 badges.
- Review clearance related forms completed by Federal employee for completeness prior to submission to HS.
- Assist with out-processing of Federal employees (badge turn in, account terminations, debriefing if needed) and the collection of badges.
- Assist the Facility Security Officers with the establishment of secure areas within the company's corporate office and the preparation of a facility security plan and coordinate an initial visit by the HQ Security Team.
- Assist with the completion of a Self-Assessment between the periodic surveys and must include a review of all applicable S&S program elements.
- Attend all HQ security-related meetings including quarterly HSO meeting and monthly Facility Security Committee meetings.
- Monitor the IMHSO@hq.doe.gov mailbox and reply to inquiries.

C-4. General Requirements

The Contractor shall satisfy all requirements specified below; these requirements apply to the Contractor and to all subcontractors employed by the Contractor. These requirements

automatically flow down to the Work Order level and shall apply across all Work Orders issued pursuant to this PWS.

C-4.1 Period of Performance

The period of performance for the contract shall be a one-year base period with two (2) one-year options.

| Base period: | March 2, 2018 – March 1, 2019 |
|------------------|-------------------------------|
| Option period 1: | March 2, 2019 – March 1, 2020 |
| Option period 2: | March 2, 2020 – March 1, 2021 |

The contract options shall be exercised at the unilateral option of the Government, by the Contracting Officer given written preliminary notice of renewal to the Contractor within the period of performance specified in this award and at least thirty (30) days prior to its expiration. The preliminary notice does not commit the Government to the extension.

The total duration of this contract, including the exercise of the option under the clause, shall not exceed three (3) years. If the Government exercises any option, the Work Orders, as renewed shall be deemed to include this option clause. Should the Government exercise any options hereunder, all contractual terms and conditions shall apply during the option periods. Further, the Contractor agrees that the performance under said renewal(s) shall be accomplished within the price quoted in their proposal for each option year.

C-4.2 DOE-H-2047 Federal Holidays And Other Closures (OCT 2014)

(a) Designated Federal holidays. Federal employees observe the following Federal holidays:

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

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

(b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.

(c) Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.

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

(e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer.

(f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees' regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above.

C-4.3 Key Personnel

The Contractor's key personnel shall be the primary point of contact (POC) who will be responsible for ensuring that all Government requests are met in a timely, compliant, and comprehensive fashion. The three (3) responsibilities of the key personnel are as follows:

1. Manage programmatic risks and dependencies, Contractor-to-Contractor work integration and ensures proper integration amongst all work units and delivered services. Ensure consistent, constant, and proactive communications with the

Government throughout the execution of this award. Provide prompt response on COR including accountability drills and required trainings.

- 2. Manage performance and metrics. Direct adjustments, corrections, and improvements in service support and service delivery by developing, implementing, and maintaining continual service improvement processes. Report Contractor performance on a regularly scheduled basis and provide corrective action plans for any service that performs below its established standard. Ensures that customer feedback is collected and utilized to develop customer centric IT solutions, enabling continuous improvement of the customer experience.
- 3. Provide any required forecasting, monitoring, and reporting of costs of all services delivered, performing data analysis to develop strategies and plans to optimize costs; ensuring all invoices are properly constructed and submitted in a timely manner; and ensuring that all financially-related reports meet the specified requirements of the Government.

Additional general information on Key Personnel, including the replacement process, is contained in DEAR 952.215-70 and DOE-H-2070.

C-4.4 Travel and Per Diem

Completion of requirements under this contract may require the Contractor to travel within the Washington, D.C., metropolitan area and the Germantown, Maryland area. The Government will not be required to reimburse the Contractor for local travel. Some long distance (TDY) travel may be required. Such TDY travel must be approved in advance by the OCIO Technical Monitor (TM).

C-4.5 Contractor Deliverables

As this is a task-driven contract, each Work Order will outline all deliverables and due dates and are task specific.

C-4.6 Transition Management

In the general sense of the term "transition", the Government can move active services to this award from any other contract or agreement, or from award to another contract or agreement. "Transition in" and "transition out", are defined as follows:

 "Transition in" is the initiation or transfer of requirement from another contract or agreement to this award. "Transition out" is the transfer of requirement from this award to another vendor in a coordinated, minimally disruptive manner.

During transition in and transition out periods, there is a need for constant and proactive involvement from Key Personnel. Requirements for contractor transition will be described in more detail within the PWS of each individual Work Order.

C-4.7 Information Technology Ownership

The Contractor shall ensure that all DOE documents and software processed under this contract, and the information contained therein, are protected from unauthorized use and mishandling by assigned personnel. Controlled documents must be stored in a Government approved storage container when not under the direct control or in the possession of authorized personnel. The Contractor shall treat any information developed on security vulnerabilities and any Government provided sensitive documents as 'limited official use" information. The contractor shall follow any applicable DOE orders and/or manuals. Some Work Orders may require a non-disclosure form to be signed by all contractors assigned to that task.

The Contractor shall not provide any Government documents, information or licensed material in any form to sources not authorized by DOE without the written approval of the COR during the period of this contract or any time afterwards. Execution of nondisclosure statements may be required.

The Contractor must have approval from the Department of Energy prior to granting access to the applications. Further, the Contractor shall have in place security measures and controls to minimize the potential for information compromise via intentional system penetration.

At the expiration of the Contract all documentation and IT information contained on the contractor IT equipment will be copied and delivered to the Government. After delivery and acceptance by the DOE of these files and documents, the Contractor will ensure that remaining copies of those products in their possession will be degaussed, destroyed and sanitized.

C-4.8 Security Clearances

Each Work Order will establish the need for a Security Clearance or whatever clearance requirement meets its unique requirements and needs.

The Contractor will be required to assign a Facility Security Officer (FSO) to this contract. That person will be responsible for all security-related activity associated with this contract including tracking DOE badge holders and assist with the return of DOE badges when a contractor leaves

or at the end of the contract. The FSO will provide a list of all DOE badge holders to the COR and/or Alternate HSO on a quarterly basis. Also, the FSO will be responsible for ensuring that all contractor staff completes the annual security refresher briefing. And responsible for notifying the COR and Headquarters Security Officer (HSO) of new badge requirements and when a contractor staff member is no longer with the contract and the return of badge credentials and any related DOE-provided equipment and for the out-processing of staff that held a Q clearances (if required), etc.

C-4.9 Subcontractor Management

Subcontractors are permitted under this award with the approval of the Contracting Officer. The Contractor shall make any and all requirements defined in this Scope of Work —to which its own staff are held accountable—the binding responsibility of all subcontracted personnel. All Work Order requirements and all performance standards defined in Work Order QASPs, shall flow down to any and all personnel tasked to the Work Order requirement without limitation.

All security requirements established for the direction of the Contractor's services shall flow down to any subcontractor the Contractor engages to perform work on any requirement. In the event the Contractor engages a subcontractor to perform work, the Contractor shall further include in its Order to the subcontractor the required clauses related to protection of OCIO information.

C-4.10 Government Furnished Equipment (GFE)

The Contractor is responsible for providing all office space, tools, equipment and/or supporting service (i.e. cell phones, pagers, hand held communication devices, computers, etc.), and fully trained staff to support the Work Order requirements. If OCIO/DOE requires staff support that has specific training unique to the Program Office, DOE may provide the training or establish the requirement as an ODC. This will be Work Order specific.

The Government may provide office space, desk, chair, Internet connections, phone and shared FAX for on-site contractors. Government computer equipment may be provided or considered if available. All Government resources shall be returned to the Government at the completion of each Work Order as required.

C-4.11 Identification of Contractor Employees

All Contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government officials.

C-4.12 Work Integration Management

The Contractor must seamlessly integrate their support with other Contractors whose work involves common business processes, technologies, or DOE organizational elements.

Touch points may include collaborating on IT service strategy and implementation, discussing with other Contractors the performance of work within the integrated environment, and sharing information of common value, which advances the overall mission of the DOE.

To facilitate work integration between Contractors, and to codify the responsibility to support the services required in this next generation of IT service contracts, DOE may require that Contractors within the integrated IT environment define OLAs.

C-4.13 Financial Management

The Contractor shall track all direct and indirect expenditures, which shall include those incurred daily, at varying levels, related to the projects, deliverables, and activities that support the satisfaction of CBOSS requirements.

For Time and Material (T&M) orders, the Contractor shall provide DOE with six (6) month burn rate projections for each Work Order, and notify the COR immediately if the need to shift funding arises. The Contractor shall monitor its expenses against approved funding levels, and shall report on its expenses on a monthly basis. The Contractor shall report expenditures in an invoice with a level of detail that aligns with the Government's established line items.

C-4.14 Staff Time Tracking and Reporting

The Contractor shall track the time and schedule its employees and subcontractors are engaged in the performance of contract requirements. The Contractor shall report hours worked at any and all levels deemed sufficient by DOE.

When authorized, extended work weeks including hours worked outside normal business hours, are permitted and will be paid at awarded labor rates.