PART 915—CONTRACTING BY NEGOTIATION

Authority: 42 U.S.C. 7101 and 50 U.S.C. 2401

Source: 63 FR 56851, Oct. 23, 1998, unless otherwise noted.

Parent topic: SUBCHAPTER C—CONTRACTING METHODS AND CONTRACT TYPES

915.000 Scope.

This part implements and supplements FAR Part 15 for Department of Energy (DOE) and National Nuclear Security Administration (NNSA) acquisitions. All FAR references in this part are to be read as implemented through the DOE and NNSA class deviations that implemented the Revolutionary FAR Overhaul at DOE and NNSA.

Subpart 915.2—Solicitation and Receipt of Proposals and Information

915.200 [Reserved]

915.201 [Reserved]

915.207 Handling proposals and information.

915.207-70 Handling proposals and information during evaluation.

(f) (1) Proposal evaluations should be performed only by DOE employees. As used in this section, “proposals” includes the offers in response to requests for proposals, sealed bids, program opportunity announcements, program research and development announcements, or any other method of solicitation where the review of proposals or bids is to be performed by other than peer review. In certain cases, to access necessary expertise, employees of other agencies may be used. Evaluators or advisors who are not Federal employees, including employees of DOE management and operating (M&O) contractors, may also be used when necessary. Non-Federal employees may only participate as members of technical evaluation committees and may not serve as members of the Source Evaluation Board or equivalent board or committee.

(2) (i) Pursuant to section 6002 of Pub. L. 103-355, a determination is required for every competitive procurement as to whether sufficient DOE personnel with the necessary training and capabilities are available to evaluate the proposals that will be received. This determination (see FAR 37.402-3), is to be made in the memorandum appointing the technical evaluation committee by the Source Selection Official, in the case of Source Evaluation Board procurements, or by the contracting officer in all other procurements.

(ii) If it is determined qualified personnel are not available within DOE but are available from other Federal agencies, a determination to that effect must be made by the same officials in the same memorandum. If qualified personnel are not available from other Federal agencies, a determination to use non-Federal evaluators or advisors must be made in accordance with paragraph (f)(3) of this subsection.

(3) The decision to use non-Federal evaluators or advisors, including employees of DOE M&O contractors, in Source Evaluation Board procurements is to be made by the Source Selection Official with the concurrence of the Head of the Contracting Activity (HCA). For all other procurements, the decision is made by the senior program official or designee with the concurrence of the HCA. If multiple solicitations within a single program require the same resources for evaluation, a class determination to use non-Federal evaluators may be made by the Senior Procurement Executive (SPE).

(4) If non-Federal evaluators or advisors are used, the solicitation must inform prospective offerors that non-Federal personnel may be used in the evaluation of proposals.

(5) Before any proposal is provided to a non-Federal evaluator or advisor, the person must sign the required nondisclosure agreement in paragraph (f)(6) of this subsection. The required handling notice (see paragraph (e)) should also be affixed to the proposal. All non-Federal evaluators and advisors must comply with Procurement Integrity requirements (see FAR 3.104)and rules preventing personal conflicts of interest and organizational conflicts of interest when the evaluator is provided under a contract (see FAR subpart 9.5).

(6) The nondisclosure agreement to be signed by non-Federal evaluators or advisors is as follows:

Nondisclosure Agreement

Whenever DOE furnishes a proposal for evaluation, I, the recipient, agree to use the information contained in the proposal only for DOE evaluation purposes and to treat the information obtained in confidence. This requirement for confidential treatment does not apply to information obtained from any source, including the proposer, without restriction. Any notice or restriction placed on the proposal by either DOE or the originator of the proposal will be conspicuously affixed to any reproduction or abstract thereof and its provisions strictly complied with. Upon completion of the evaluation, it is agreed that all copies of the proposal and abstracts, if any, will be returned to the DOE office which initially furnished the proposal for evaluation. Unless authorized by the Contracting Officer, I agree that I will not contact the originator of the proposal concerning any aspect of its elements.

Recipient:

Date:

(End of agreement)

Subpart 915.3 [Reserved]

915.305 [Reserved]

Subpart 915.4—Contract Pricing

915.404 Proposal analysis.

915.404-2000 [Reserved]

915.404-2700 [Reserved]

915.404-4000 Profit.

(c)(4)(i) *Contracting officer responsibilities.* DOE follows the statutory limitations on price and fee as set forth in FAR 15.404-9(c)(4) except for DOE architect-engineer contracts covering Atomic Energy Commission (AEC) and Bonneville Power Administration (BPA) functions. Pursuant to section 602(d)(13) and (20) of the Federal Property and Administration Services Act of 1949, as amended, those former AEC functions, as well as those of the BPA, now being performed by DOE are exempt from the 6 percent cost restriction on contracts for architect-engineer services. When calculating the maximum fee, include facilities capital cost of money if this cost is included in the contractor's estimated costs.

915.404-4700 DOE structured profit and fee system.

(a) This section implements FAR 15.404-9(b) and (d).

(b) DOE uses two structured approaches to determine profit and fee for non-M&O contracts. A weighted guidelines system is used for all contracts, except for construction, and construction management contracts, and special equipment purchases, and a fee schedules-based system is used for construction and construction management contracts, and special equipment purchases. The weighted guidelines system is described at 915.404-4720; the fee schedule system is described at 915.404-4800 through 915.404-4860. Both approaches use the procedures at 915.404-4900 for cost-plus-award-fee (CPAF) contracts.

915.404-4710 General.

(a) *Objective.* DOE's policy is to pay contractors profit or fee for the financial and other risks they take, the resources they use, and organization, performance and management capabilities they provide. Profit or fee is to be negotiated for this purpose. When profit or fee is a separate element of the contract price, it should be tailored to the specific acquisition, considering the contractor's effort, risk, facilities investment, and any special factors described in this subpart.

(b) *Commercial (profit) organizations.* Determine profit or fee prenegotiation objectives for contracts with commercial (profit) organizations using the methods in this subpart, however, see 915.404-4800 for profit and fee-system for construction and construction management contracts and 970.1504 for M&O contracts.

(c) *Nonprofit organizations.* DOE's general policy is to pay fees in contracts with nonprofit organizations other than educational institutions and governmental entities. Whether a fee will be paid is negotiated on a case-by-case basis. In making this decision, the DOE negotiating official should consider whether the contractor is ordinarily paid fees for the type of work involved. The profit objective should be reasonable for the work to be performed and the requirements placed on the contractor.

(d) *Educational institutions.* DOE policy is not to pay fees under contracts with educational institutions.

(e) *State, local and Indian tribal governments.* DOE does not pay profit or fee under contracts with State, local, and Indian tribal Governments.

915.404-4720 Weighted guidelines system.

(a) DOE uses the weighted guidelines method to ensure profit or fee reflects the unique circumstances of each contract. This method applies weights to standard profit factors listed in FAR 15.404-9(d) and in paragraph (d) of this section. Each factor or subfactor has an assigned weight that shows how important it is to the overall contract effort. The allowed range of weights for each factor is also shown in paragraph (d) of this section.

(b) Except as described in 915.404-4700(b), use the weighted guidelines method to establish the profit objective for negotiation of contracts where cost analysis is required.

(c) Negotiations do not require agreement on specific cost estimates or profit factors, and agreement on the exact weights or values of the individual profit factors is not required.

(d) Use the profit factors and weight ranges identified in the following table in determining DOE profit objectives whenever applying the weighted guidelines method.

Profit factors	Weight ranges (percent)
I. Contractor Effort (Weights applied to cost):	
a. Material acquisitions:	
(1) Purchased parts	1 to 3.
(2) Subcontracted items	1 to 4.
(3) Other materials	1 to 3.
b. Labor skills:	
(1) Technical and managerial:	
(a) Scientific	10 to 20.
(b) Project management/administration	8 to 20.
(c) Engineering	8 to 14.
(2) Manufacturing	4 to 8.
(3) Support services	4 to 14.
c. Overhead:	
(1) Technical and managerial	5 to 8.
(2) Manufacturing	3 to 6.

Profit factors	Weight ranges (percent)
(3) Support services	3 to 7.
d. Other direct costs	3 to 8.
e. G&A (General Management) expenses	5 to 7.
II. Contract Risk (type of contract-weights applied to total cost of items I.a. thru I.e.)	0 to 8.
III. Capital Investment (Weights applied to the net book value of allocable facilities)	5 to 20.
IV. Independent Research and Development:	
a. Investment in IR&D program (Weights applied to allocable IR&D costs)	5 to 7.
b. Developed items employed (Weights applied to total of profit $ for items I.a. thru I.e.)	0 to 20.
V. Special Program Participation (Weights applied to total of Profit $ for items I.a. thru I.e.)	−5 to +5.
VI. Other Considerations (Weights applied to total of Profits $ for items I.a. thru I.e.)	−5 to +5.
VII. Productivity/Performance (special computation)	(N/A).

915.404-4730 [Reserved]

915.404-4740 [Reserved]

915.404-4750 Special considerations—contracts with nonprofit organizations (other than educational institutions).

When determining the profit or fee of a nonprofit organization, consider the tax advantages of the organization. To do this, calculate the fee as if the contractor were a commercial entity, then reduce that amount by at least 25 percent. Based on the circumstances, the contracting officer may negotiate a profit or fee between the reduced amount and the full amount applicable to a commercial entity, documenting the reason(s) in the contract file.

915.404-4760 [Reserved]

915.404-4770 [Reserved]

915.404-4780 [Reserved]

915.404-4800 Profit and fee-system for construction and construction management contracts.

915.404-4810 General.

Businesses awarded a DOE construction or construction management contract may be paid a profit or fee if requested or included in the solicitation. The profit or fee must be calculated using the procedures and schedules described in this subpart, and should match the type and level of effort required for the work, taking into account the complexity of work, the contractor's record of performance, and the extent to which the contractor contributes their own resources, including facilities and investment of capital. Standard fees or across-the-board agreements will not be used or made.

915.404-4820 Limitations.

Payments under construction and construction management contracts may not exceed amounts derived from the schedules established for this purpose. Requests to pay fees in excess of these levels must be approved by the SPE.

915.404-4830 Factors for determining fees.

(a) The profit policy described in 915.404-4810(a) reflects a recognition that profit is compensation for organizing and managing resources, including capital, and for taking on the risk that some costs of performance may not be reimbursed.

(b) The best approach for developing the profit or fee objective allows for the judgmental evaluation and consideration of the specific circumstances of the contract, including management risk, such as the variety and complexity of the work, the labor intensity of the effort, special control challenges, and required planning and forecasting activities; financial risk, including the type and terms of the contract; difficulty of the work, including the technical and administrative skills and experience required and the clarity of the specifications; use of the contractor’s own resources, such as facilities, equipment, computers, or working capital; project duration; size of the operation; benefits to the contractor, such as opportunities to gain experience, enhance reputation, or retain key staff; and other relevant considerations, such as support for government objectives like small business subcontracting or energy conservation.

(c) The total fee objective is established by considerations of the factors in paragraph (b) of this section, assigning fee values as appropriate for each factor, and totaling the resulting amounts.

(d) Recognizing the complexities of this process, and to promote consistency and uniformity in its application, fee schedules have been developed which identify maximum fee amounts that may be negotiated for a particular transaction. The fee negotiation objective established in accordance with paragraphs (a), (b), and (c) of this section may not exceed the applicable fee schedule amounts without prior approval of the SPE. The fee schedule amounts are related to the total cost base, which includes both operating and capital costs.

915.404-4840 Considerations affecting fee amounts.

(a) *General*. In selecting final fee amounts for the various factors in 915.404-4840, DOE negotiating officials will have to make several judgments as discussed in this subsection.

(b) *Project complexity*. The complexity of a construction project should be analyzed by looking at its main parts. If a project includes work of different degrees of complexity, either use an average classification or divide the work into separate categories. Use the following class identifications to help determine the appropriate fee.

(1) *Class A*—Manufacturing plants involving operations requiring a high degree of design layout or process control; nuclear reactors; atomic particle accelerators; complex laboratories or industrial units especially designed for handling radioactive materials.

(2) *Class B*—Normal manufacturing processes and assembly operations such as ore dressing, metal working plant and simple processing plants; power plants and accessory switching and transformer stations; water treatment plants; sewage disposal plants; hospitals; and ordinary laboratories.

(3) *Class C*—Permanent administrative and general service buildings, permanent housing, roads, railroads, grading, sewers, storm drains, and water and power distribution systems.

(4) *Class D*—Construction camps and facilities and other construction of a temporary nature.

(c) *Management effort*. Construction contracts involve several management tasks, each requiring different levels of effort throughout the project. The total management effort is considered 100 percent, but how it's divided among tasks will vary by project. Typical management tasks and their expected effort ranges (for a normal-sized project) are described in the table below. If the contractor will not perform some of these tasks, the fee should be adjusted downward.

Management elements	Effort range
I. Overall Project Planning. Overall project planning and scheduling, establishment of key project organization and consultation with the A-E and DOE. Performed by highest level of contractor's officers, technical personnel and project manager	15 – 25%
II. Field Planning. Mobilization and demobilization of top field organization from the contractor's existing organization and from other sources as necessary. Detailed project planning and scheduling for construction of facilities. Performed by the project manager and top field professional staff	18 – 28%
III. Labor Supervision Direct supervision of manual employees. Performed by contractor's subprofessional staff, such as superintendents and foremen (some salaried and some hourly rate), including the contractor's personnel to coordinate and expedite the work of Subcontractors	12 – 16%
IV. Acquisition and Subcontracting. Acquisition of other than special equipment. Selection of subcontractors and execution and administration of subcontracts. Performed by contractor's staff under supervision and direction of elements I and II	12 – 16%
V. Labor Relations and Recruitment. Performed by the contractor's staff under supervision and direction of elements I, II and III, including demobilization of work forces	7 – 11%
VI. Recruitment of Supervisory Staff. Staffing required to supplement the organization under elements I and II, and demobilization during completion of the project. Performed by contractor's permanent staff and recruitment personnel under supervision and direction of management elements I and II	4 – 6%

VII. Expediting. Expediting contracting performed by contractor's staff and by subcontractors. Performed by contractor's staff under supervision and direction of elements I and II	4 – 6%
VIII. Construction Equipment Operations. This includes mobilization and demobilization. Performed by contractor's staff under supervision, direction and coordination of elements I, II, and IV	4 – 6%
IX. Other Services (e.g., timekeeping, cost accounting, estimating, reporting, security, etc.,) by the contractor's staff under supervision and direction of elements I and II	4 – 6%

(d) *Project duration*. Project length is typically considered in the of complexity and size factors. Only in rare cases should duration be separately considered when determining the fee amount.

(e) *Project size*. The size of a project is closely related to its complexity and the amount of work required to be self-performed by the contractor; therefore, generally, separate consideration for size is not required.

(f) *Self-performance*. The amount of work required to be self-performed by the contractor affects the fee. Fee should reflect the expectation that the construction or construction management contractor provides full construction services. If the contractor relies heavily on subcontractors or if the government takes on tasks like acquisitions or labor relations, the fee should be reduced.

(g*) Contractor investment*. The type of contract and the anticipated financial risk assumed by the contracts should be considered in establishing the appropriate fee objective for the contract.

(h) If the contract requires the contractor to use its own resources, including facilities and equipment, or investment its own money (i.e., when there is no letter-of-credit financing), the fee should be increased to reflect this added commitment.

915.404-4850 Fee schedules.

(a) *General*. This section provides tables that, adjusted in accordance with provisions of this section and 915.404-4860, set the maximum fee for construction contracts (paragraph (d)), construction management contracts (paragraph (f)), and special equipment purchases and subcontractor work (paragraph (h)). The fees are based on the estimated cost (fee base) for the construction work and services to be performed.

(b) *Contract type adjustment*. The fee schedules show the maximum fee amount for cost-plus-fixed-fee (CPFF) contracts. For fixed-price contract types, increase the fee amount by up to 4 percent of the fee base.

(c) *Contractor investment adjustment*. The fee schedules assume a letter of credit financing arrangement. If a contract provides for or requires the contractor to provide their own financing (i.e., when there is no letter-of-credit financing), increase the fee by 5 percent of the fee amount shown in the schedules.

(d) *Construction contracts schedule*. The following schedule identifies the base for construction contracts:

Fee base (dollars)	Fee (dollars)	Fee (percent)	Incr. (percent)
Up to $1 Million			5.47
1,000,000	54,700	5.47	3.88
3,000,000	132,374	4.41	3.28
5,000,000	198,014	3.96	2.87
10,000,000	341,328	3.41	2.60
15,000,000	471,514	3.14	2.20
25,000,000	691,408	2.77	1.95
40,000,000	984,600	2.46	1.73
60,000,000	1,330,304	2.22	1.56
80,000,000	1,643,188	2.05	1.41
100,000,000	1,924,346	1.92	1.26

Fee base (dollars)	Fee (dollars)	Fee (percent)	Incr. (percent)
150,000,000	2,552,302	1.70	1.09
200,000,000	3,094,926	1.55	0.80
300,000,000	3,897,922	1.30	0.68
400,000,000	4,581,672	1.15	0.57
500,000,000	5,148,364	1.03	
Over $500 Million	5,148,364		0.57

(e) *Adjustments for construction contracts*. When using the Construction Contracts Schedule for establishing maximum payable basic fees, adjust the fees as follows:

(1) *Project complexity*. Class A (most complex) project, no adjustments; Class B project, reduce fee by 10 percent; Class C and D projects, reduce the fee by 20 and 30 percent, respectively. (See section 915.404-4840(b) for class definitions.)

(2) *Excessive subcontracting*. The target fee schedule provides for 45 percent of the contract work to be subcontracted for such things as electrical and other specialties. When such efforts exceed 45 percent of the total contract work, it is considered excessive subcontracting. To calculate the appropriate fee reduction, determine the amount of subcontracting as a percentage of the total contract work; then determine a percentage by which the prime contractor's own effort is reduced due to the excessive subcontracting, and finally, multiply the two percentages to determine the fee reduction factor.

(3) *Provided services*. If the government, or another DOE prime or operating contractor provides services typically performed by the contractor, that fee may be reduced. To calculate the reduction, determine the percentage of the total effort performed by others, then apply this percentage to the normal weights for management effort (see 915.404-4840(c)) to arrive at the reduction factor.

(f) *Construction management contracts schedule*. The following schedule identifies the base for construction management contracts:

Fee base (dollars)	Fee (dollars)	Fee (percent)	Incr. (percent)
Up to $1 Million			5.47
1,000,000	54,700	5.47	3.88
3,000,000	132,374	4.41	3.28
5,000,000	198,014	3.96	2.87
10,000,000	341,328	3.41	2.60
15,000,000	471,514	3.14	2.20
25,000,000	691,408	2.77	1.95
40,000,000	984,600	2.46	1.73
60,000,000	1,330,304	2.22	1.56
80,000,000	1,643,188	2.05	1.41
100,000,000	1,924,346	1.92	1.26
150,000,000	2,552,302	1.70	1.09
200,000,000	3,094,926	1.55	0.80
300,000,000	3,897,922	1.30	0.68
400,000,000	4,581,672	1.15	0.57

Fee base (dollars)	Fee (dollars)	Fee (percent)	Incr. (percent)
500,000,000	5,148,364	1.03	
Over $500 Million	5,148,364		0.57

(g) *Adjustments for construction management contracts*. No fee adjustment is needed for contractor labor ("Force account") used for work that should be subcontracted, unless it exceeds 20 percent of the fee base. When Force account work exceeds 20 percent of the fee base, it is considered excessive. Calculate the fee reductions for such excessive Force account labor by determining the percentage amount of Force account work to total contractor effort, then determining the percentage amount of subcontract work reduced due to the use of Force account work, and finally, multiplying the two percentages to determine the fee reduction factor. Reductions to schedule fee amounts are not expected for complexity, reduced requirements, and similar adjustments as are made for construction contracts.

(h) *Special equipment purchases/subcontract work schedule*. The schedule of fees for consideration of special equipment purchases and for consideration of the subcontract program under a construction management contract is as follows:

Fee base (dollars)	Fee (dollars)	Fee (per cent)	Incr. (per cent)
Up to $1 Million			1.64
1,000,000	16,410	1.64	1.09
2,000,000	27,350	1.37	0.93
4,000,000	45,948	1.15	0.77
6,000,000	61,264	1.02	0.71
8,000,000	75,486	0.94	0.66

Fee base (dollars)	Fee (dollars)	Fee (per cent)	Incr. (per cent)
10,000,000	88,614	0.89	0.61
15,000,000	119,246	0.79	0.53
25,000,000	171,758	0.69	0.47
40,000,000	242,868	0.61	0.43
60,000,000	329,294	0.55	0.39
80,000,000	406,968	0.51	0.37
100,000,000	480,266	0.48	0.28
150,000,000	619,204	0.41	0.23
200,000,000	732,980	0.37	0.13
300,000,000	867,542	0.29	
Over $300 Million	867,542		013

915.404-4860 Fee base.

(a) *Costs included in the fee base*. The fee base shown in the Construction Contracts Schedule and Construction Management Contracts Schedule is the estimated allowable cost of the construction work or other services which are to be performed to which a percentage factor is applied to determine the maximum fee. For construction or construction management contracts, the fee base should include estimated cost for, but not limited to, the following:

(1) Site preparation and utilities.

(2) Construction (labor-materials-supplies) of buildings and auxiliary facilities.

(3) Construction (labor-materials-supplies) to complete/construct temporary buildings.

(4) Design services to support the construction.

(5) General management and project planning.

(6) Labor supervision.

(7) Procurement and acquisition administration.

(8) Work performed by subcontractors.

(9) Installation of government-furnished or contractor-acquired special equipment and other equipment.

(10) Equipment (other than special equipment) that will become Government property.

(b) *Costs excluded from the fee base*. The fee base for the basic fee determination for a construction contract and construction management contract is to include all necessary and allowable costs described in paragraph (a) above, as appropriate, based on contract type. The fee base excludes:

(1) Cost of land.

(2) Cost of engineering (A-E work).

(3) Contingency estimate.

(4) Equipment rentals or use charges.

(5) Cost of government-furnished equipment or materials.

(6) Special equipment purchases.

(7) Home office general and administrative (G&A) expenses paid as a contract cost (per cost principles).

(c) *Special equipment fee base*. Establish a separate fee base for special equipment for use in applying the Special Equipment Purchases or Subcontract Work Schedule (see

915.404-4850(h)). For special equipment purchases, use the estimated purchase price of the equipment as the fee base.

(d) *Special circumstances under Construction Management Contracts*. The fee base under the Construction Management Contracts Schedule for a construction management contract is comprised only of the costs associated with the construction manager's own efforts, since the actual construction work will be performed by subcontractors under subcontracts awarded by the construction management contractor. If the construction manager is overseeing work awarded by DOE or by one of the DOE's operating contractors, exclude those subcontracted construction costs from the fee base. For additional allowances (like special equipment purchases or subcontracted work), establish a separate fee base using the cost of those items.

915.404-4900 Special considerations for cost-plus-award-fee contracts.

(a) *General*. When a contract is to be awarded on a CPAF basis several special considerations apply. For M&O contracts or other contracts as determined by the SPE, including those using the construction, construction management, or special equipment purchases/subcontract work schedules from 915.404-4850, follow the procedures set forth in 970.1504-101 through 970.1504-300 to develop fee objectives. For other CPAF contracts, follow the procedures at 916.405-2 and this section to develop fee objectives as follows:

(1) *Base fee*. The base fee portion of the fee objective for an award fee contract may range from 0 up to 50 percent of the fee amount, determined by using the weighted guidelines or other techniques (such as those discussed in 915.404-4800 for construction and construction management contracts). However, the base should not normally exceed 50 percent of the fixed fee. In the event the 50 percent limit is exceeded, document the rationale in the contract file. The base fee must never exceed 60 percent of the fixed fee amount.

(2) *Total fee (base plus award fee)*. The base fee plus the award fee pool should normally not exceed the fixed fee (as subjectively determined or as developed from the fee schedule) by more than 50 percent. However, if the base fee is less than 50 percent of the fixed fee, the maximum award fee may be increased proportionately with the decreases in base fee amounts.

(3) *Maximum award fee*. The following maximum potential award fees apply in award fee contracts (stated as a percentage of fee schedule amounts):

Base fee percent	Award fee percent	Maximum total percentage
50	100	150
40	120	160
30	140	170
20	160	180
10	180	190
0	200	200

(b) *Approval*. If the total fee (base plus award fee pool) exceeds the guidelines above, prior approval of the SPE is required.

915.408 Solicitation provisions and contract clauses.

915.408-70 Key personnel clause.

Insert the clause at 952.215-70, Key Personnel, in solicitations and contracts under which successful performance is largely dependent on the expertise of specific key personnel.

Subpart 915.6—Unsolicited Proposals

915.602 Policy.

In pursuit of exploring alternative energy sources and technologies, DOE encourages the submission of unsolicited proposals that offer unique and innovative methods, approaches, and ideas.

915.603 [Reserved]

915.605 Content of unsolicited proposals.

(b)(5) Unsolicited proposals for nonnuclear energy demonstration activities not covered by existing formal competitive solicitations or program opportunity notices may include a request for federal assistance or participation, and will be subject to the cost sharing provisions of subpart 917.70.

915.606 Agency procedures.

(b) Unless otherwise specified in a notice of program interest, unsolicited proposals should be submitted to the Unsolicited Proposal Manager at *DOEUSP@netl.doe.gov*.

915.607 [Reserved]

PART 952—SOLICITATION PROVISIONS AND CONTRACT CLAUSES

Authority: 42 U.S.C. 2201; 2282a; 2282b; 2282c; 42 U.S.C. 7101 50 U.S.C. 2401

Source: 49 FR 12042, Mar. 28, 1984, unless otherwise noted.

Subpart 952.2—Text of Provisions and Clauses

952.215-70 Key personnel.

952.215-70 Key personnel.

As prescribed in 915.408-70, insert the following clause:

Key Personnel (DEVIATION JUN 2026)

(a) The personnel identified below or elsewhere in this contract *[Insert cross-reference, if applicable]* are considered essential for contract performance. Before removing, replacing, or diverting any of the identified personnel, the Contractor must:

(1) Provide the Contracting Officer advance notice *[Contracting Officer may insert minimum number of days in parentheses]* and submit justification including resumes for any proposed substitutions; and

(2) Obtain the Contracting Officer's written approval. The Contractor may remove or suspend a key person immediately if necessary to maintain acceptable standards of competency, conduct, and integrity under the clause at 970.5203-3, Contractor's Organization, but must notify Contracting Officer at or before the time of such action.

(b) The list of key personnel may be updated at any time with the agreement of the parties. If any changes involve key personnel associated with a facility clearance, the Contractor must provide written notice to the cognizant security office.

[*Insert List of Key Personnel by position/title, reflecting the actual position title of the top-level key personnel, such as Program Manager, Laboratory Director, Project Manager, etc. unless listed elsewhere in the contract*]

(End of clause)