



Department of Energy

Washington, DC 20585

July 6, 2021

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

Via email: foiarequest@ardentinc.com

RE: HQ-2021-00217-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:

I am requesting: 1. historical PWS/SOW for existing contract - 89303018CMA000014 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 records. MA-64 started its search on May 14, 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 December 29, 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 \$84.31. This amount is based on 1.5 hours of FOIA analyst review time at \$34.34 per hour and 0.5 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,

Alexander C. Morris

Digitally signed by
Alexander C. Morris
Date: 2021.07.06
15:06:51 -04'00'

Alexander C. Morris
FOIA Officer
Office of Public Information

Enclosures

INDEX

Request #: HQ-2021-00217-F

Final response to request from Mr. Ron Hartke for:

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

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

OFFICE of HEADQUARTERS PROCUREMENT SERVICES (MA-64) MODIFICATION INDEX		
Contract Number _____		
Modification Number _____		
Purpose Of Modification _____		
Contractor Name/POC: _____		
	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 Reps. & 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:	
Contracts Specialist: _____		
Contracting Officer: _____		

Statement of Work Administrative Support

1.0. Introduction.

The following offices require the services of a contractor to administratively support their various functions and to carry out their responsibilities.

1.1. Office of Acquisition Management. The mission of the Office of Acquisition Management is to provide corporate oversight, managerial leadership and assist in the development and implementation of Department-wide policies, procedures, programs, and management systems pertaining to procurement and financial assistance, contract management, professional development, and related activities to provide procurement services to Headquarters elements. The responsibilities of this organization are functionally accomplished under the executive direction of the Director, Office of Management.

1.2. Office of Asset Management. The mission of the Office of Asset Management is to develop and maintain Department-wide policies, regulations, standards, and procedures while tracking performance pertaining to real estate, facilities and infrastructure management, and personal property within the Office of Management. The mission of the office is functionally accomplished under the direction and guidance of the Office Director. The Director serves as the Senior Real Property Officer, as designated by the Secretary and also serves as the Head of the Contracting Activity for Real Estate, as appointed by the Department's Senior Procurement Executive. The responsibilities of this organization are functionally accomplished under the executive direction of the Director, Office of Management.

1.3. Office of Project Management Oversight and Assessments. The mission of the Office of Project Management Oversight and Assessments is to provide corporate oversight, managerial leadership and assist in the development and implementation of Department-wide policies, procedures, programs, and management systems pertaining to project management, professional development, and related activities. The responsibilities of the organization are functionally accomplished under the executive direction of the Under Secretary for Management and Performance.

2.0. Scope.

2.1. Number of Full Time Employees.

The contractor shall provide up to five (5) full-time equivalent (FTE) employees to support the Offices identified in the list below. The FTEs who support these offices will be required to perform basic administrative functions as well as functions which will involve extensive critical thinking and independent decision making skills:

- Office of Acquisition Management (3.5 FTE)
- Office of Asset Management (0.5 FTE)
- Office of Project Management Oversight and Assessments (1.0 FTE)

2.2. Workdays and Work Hours.

Each employee will work approximately 1,880 hours per year which equates to a normal 8-hour day with one-half hour for lunch.

Office coverage is required between the hours of 8:00am and 4:00pm. There should be an FTE present at the duty location at all times during the hours of 8:00am and 4:00pm to ensure coverage. Hours specific to each FTE may be occasionally modified by the COR dependent on required office support coverage. Overtime, if necessary, will be authorized for hours exceeding the normal 8-hour work day. However, all overtime shall be requested and approved by a Department of Energy (DOE) Contracting Officer or by the DOE's Contracting Officer's Representative (COR) prior to being worked by any FTE.

2.3. Work Scope.

The administrative assignments shall include the following types of work:

- Telephone answering and related services
- Correspondence tracking and related services
- Travel arrangement and related services
- Clerical, administrative and related services
- Meeting, conference, training and related event planning and scheduling services
- Data entry, document preparation and concurrences
- Report preparation to include research, retrieval, assembly, and drafting (preliminary and final)
- ~~Prepare requisitions~~
- Coordination of office moves
- Delivery and retrieval of office documents
- Maintaining document tracking logs

2.4. Locations of Work.

"The requested FTE positions are located at DOE Headquarters in the Forrestal Building and at 950 L'Enfant Plaza in Washington DC, unless authorized to telework. The employee, in performing daily assignments, may be required to make frequent trips between the two locations." In the event of a Federal emergency, telework may be authorized by the Contracting Officer or the Contracting Officer's Representative.

2.5. Confidentiality of Information.

To the extent that the work under this contract requires the contractor have access to Privacy Act Information, i.e., social security numbers, confidential or proprietary business, technical, or financial information belonging to other private parties of the government, the contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information for its own use or to disclose such information to third parties unless specifically authorized by the contracting officer's representative in writing.

3.0. Performance Requirements.

The contractor shall provide the following services for each of the offices.

3.1. Task Area – Telephone Answering and Related Services.

3.1.1 - The contractor shall provide telephone answering services; greet visitors; and direct customers to the requested office or employee.

3.1.1.1 – Performance Metrics

Performance Metric Task 3.1.1	Performance Expectation
Promptness	Contractor shall ensure that all phone calls are answered in a timely fashion and that all visitors are addressed politely and quickly upon entering an office. Contractor shall ensure that all visitors are acknowledged and assisted as quickly as possible.
Clarity of Speech	Contractor shall use clear, audible, and understandable language when answering all phone calls. All callers/visitors shall be treated courteously and tactfully upon their arrival to any office.
Message Taking	Contractor shall ensure that all messages are recorded in a clear and concise manner taking care that a complete message is provided to the intended recipient upon their return to the office. Contractor shall ensure that all messages be accurate to the maximum extent practicable and be delivered in a prompt manner.
Routing	Contractor shall ensure that all documents or activities required routing shall be complete and prompt.
Position Coverage	Contractor shall ensure that daily coverage is arranged for all designated areas of support, including lunch periods, so that each designated area has continuous coverage during the hours of 8:00am and 4:00pm. In the event that an FTE is unable to report to their assigned duty location, the Contractor shall ensure that full coverage is still provided.

3.2. Task Area – Correspondence Tracking and Related Services.

3.2.1 -The contractor shall track all incoming, routed and outgoing correspondence to ensure proper and complete handling.

3.2.2 - The contractor shall receive assigned actions via the correspondence tracking system, as appropriate.

Performance Measures

- a) Timeliness
- b) Accuracy of routing

Performance Expectations

- As required by DOE Management
- As required by DOE Management

3.3. Task Area – Personnel Time and Attendance and Related Services.

Performance Objective – The contractor shall provide input to DOE’s automated time and attendance processing system to ensure the accuracy of the time and attendance data in the system.

Performance Measures

Performance Expectations

- | | |
|-----------------------------|---|
| a) Communication with staff | Enter employee data by Monday upon end of each Federal pay period |
| b) Data entry | As required by DOE Management |
| • Completeness | As required by DOE Management |
| • Accuracy | Submitted by 4:00pm on Tuesday after the end of each Federal pay period |
| c) Certification | |

3.4. Task Area – Travel Arrangements and Related Services.

3.4.1 - The contractor shall use the DOE automated system to make or assist DOE office staff in making customer-acceptable, DOE/ Joint Travel regulation-compliant travel arrangements for DOE staff as necessary.

3.4.1.1 - The travel arrangements shall include, as necessary, airline reservations, hotel accommodations, and rental car reservations.

3.4.1.2 - The contractor shall prepare travel vouchers as requested from traveler and submit for approval.

3.5. Task Area – Clerical, Administrative and Related Services.

3.5.1 - The contractor shall perform all required clerical and administrative services to enable staff to complete required functions. These services shall be provided to the entire offices supported by the FTE, if requested.

3.5.1.1 - Clerical and administrative services shall include but are not limited solely to the following:

- 1) Use of computer to prepare documents to include, but not limited to:
 - Memoranda, letters, reports, presentations
 - Rulemakings
 - Congressional reports
 - Address labels, forms
- 2) Proofreading materials to ensure quality of final product and assembly of package is correct.
- 3) Preparing and sending/receiving facsimiles, photocopying, scanning, videoconferencing, and teleconferencing.
- 4) Handling, sorting, packaging, delivering and/or sending office mail, including mail sent by courier, or through FedEx.
- 5) Maintaining files for each work task.
- 6) Maintaining files and records management documents for the office.

3.6. Task Area – Meeting, Conference, Training and Related Event Planning and Scheduling Services.

3.6.1 - The contractor shall prepare conference attendance approval memoranda for managers, schedule meetings, conferences and other similar events for the office staff including, but not limited to:

- Reserving meeting and conference rooms
- Contacting, coordinating and notifying attendees
- Sending reminders and obtaining acknowledgements from attendees
- Obtaining conference room keys before the meetings
- Ensuring proper tools and equipment (e.g., flip charts, projector) are in the room

3.7. Task Area – Data Input, Document Preparation and Concurrences.

3.7.1 - The contractor shall complete data input with prescribed formats and maintain assigned managers' calendars using the following required software applications:

- MS Windows, Office
- Concur Travel System
- Foreign Travel Management System
- Time and Attendance System
- Procurement System
- Correspondence Tracking System

3.7.2 - The contractor shall obtain concurrences on memoranda, letters, and acquisition guidance, hand carrying documents for signatures between offices, and making appropriate copies and distributing as required, as requested.

3.8. Task Area – Report Preparation.

3.8.1 - The contractor shall obtain, retrieve, assemble, sort and prepare reports for office staff under the guidelines set forth at the time of report creation.

3.9. Task Area – Office Moves.

3.9.1 - The contractor shall coordinate office moves, including preparation of required forms to permit timely and orderly moves, facilitation of employee in- and out-processing, and communication with managers and employees.

3.10. Task Area – Delivery and Retrieval of Documents.

3.10.1 - The contractor shall deliver and retrieve documents, when requested, from offices located at the Forrestal Building and 950 L'Enfant Plaza.

3.11. Task Area – Document Tracking.

3.11.1 - The contractor shall maintain document tracking logs to ensure accountability of documents.

3.12. Task Area – Back-up Support.

3.12.1 - The contractor shall ensure that administrative support is provided to all OAM offices, when needed, including back-up support during time-off and lunch.

3.13. Task Area – Activity Reporting.

3.13.1 - The contractor shall obtain feedback from the Chief of Staff on a semi-annual basis regarding the administrative activities under this contract.

MEMORANDUM

DATE: August 17, 2018

REPLY TO

ATTN OF: MA – 642.3 (Ricky Callahan Jr.)

SUBJECT: Designation of Contracting Officer Representative (COR) for:
Contract Number: **89303018CMA000014**
Contractor: **Wynsor, LLC**

TO: Gregory Jackson, MA-615

Pursuant to DOE Order 541.1B, 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 541.1B, 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 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:
 - (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 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.
 - (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.
 - (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

Other (specify)

Your acknowledgement is requested below.

Albert A. Manley, Signed Electronically

Albert A. Manley
Contracting Officer

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

Gregory W. Jackson Signed Electronically 08/20/2018

Gregory Jackson, MA-615
Authorized Contracting Officer's Representative