

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**L.1 FAR 52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)**

**L.2 FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)**

**L.3 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA ( OCT 2010)**

**L.4 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates multiple awards of Indefinite Delivery/Indefinite Quantity (IDIQ) contracts for which Firm-Fixed Price Task Orders may be issued throughout the period of performance of the contract.

**L.5 FAR 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)**

**L.6 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)**

**L.7 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from: 250 East 5<sup>th</sup> Street, Suite 500, Cincinnati, OH 45202

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.8 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/>

**L.9 DEAR 952.233-2 SERVICE OF PROTEST (MAY 2010)**

As prescribed in 933.106(a), add the following to the end of the Provision at 48 CFR 52.233-2:

c) Another copy of a protest filed with the Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

**L.10 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (AUG 2009)**

(a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103- 355. Such request must be in writing and addressed to the Contracting Officer for this procurement.

(b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of 48 CFR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

**L.11 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)**

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the Contracting Officer prior to filing a protest.

**L.12 TIME, DATE, AND PLACE OFFERS AND PROPOSAL INFORMATION ARE DUE**

(a) All Offers and Proposal Information, regardless of method of delivery, must be received on or before **05/02/2012 by 3:00 p.m. EDT.**

(b) Mailed hard copies of Offers and Proposal Information shall be marked as follows:

FROM: Offeror's Name

MAIL TO: U S. Department of Energy  
ATTN: Bill Hensley, Contracting Officer  
110 Boggs Lane, Suite 450  
Springdale, OH 45246

SOLICITATION No. DE-SOL-0001970

If the Offeror elects to forward the Offer and the Proposal Information by means other than the U.S. Mail, it assumes the full responsibility of ensuring that the Offer is received at the place and by the date and time specified in this solicitation.

- (c) Hand Carried/Overnight Mail hard copies of Offers and Proposal Information shall be marked as follows:

FROM: Offeror's Name

HAND CARRY OR OVERNIGHT MAIL TO:

U. S. Department of Energy  
ATTN: Bill Hensley, Contracting Officer  
110 Boggs Lane, Suite 450  
Springdale, OH 45246

SOLICITATION No. DE-SOL-0001970

It may not be possible to hand carry the package(s) outside of the hours 7:30 a.m. to 4:00 p.m. on Federal workdays. Delivery to any other location than that specified herein is unacceptable.

- (d) Express Mail hard copies of Offers and Proposal Information shall be marked as follows:

FROM: Offeror's Name

TO: U S. Department of Energy  
ATTN: Bill Hensley, Contracting Officer  
110 Boggs Lane, Suite 450  
Springdale, OH 45246

SOLICITATION No. DE-SOL-0001970

### **L.13 OFFER ACCEPTANCE PERIOD**

The Offeror's proposal shall be valid for 240 calendar days after the required due date for proposals.

### **L.14 FALSE STATEMENTS**

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. § 1001.

### **L.15 EXPENSES RELATED TO OFFEROR SUBMISSION**

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, obtaining applicable permits and licenses and readying a disposal facility for operations or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

### **L.16 PRE-PROPOSAL CONFERENCE**

No pre-proposal conference is planned for this solicitation.

### **L.17 INFORMATION OTHER THAN COST OR PRICING DATE AND COST OR PRICING DATA**

The Contracting Officer has determined that cost or pricing data is not required for this solicitation at this time. However, in accordance with FAR 15.403-3 and 15.403-4, DOE may request information other than cost or pricing data or cost or pricing data to determine if the proposed costs are reasonable, realistic, and reflect a clear understanding of the solicitation requirements.

### **L.18 GENERAL INSTRUCTIONS – QUESTIONS CONCERNING THE SOLICITATION**

Questions concerning this solicitation must be submitted via email at [LLW\\_MLLWdisposal@emcbc.doe.gov](mailto:LLW_MLLWdisposal@emcbc.doe.gov) within 30 calendar days after the release of the RFP. Questions submitted after that date may not allow the Government sufficient time to respond. Responses to questions will be posted at [www.emcbc.doe.gov/llw\\_mllw\\_disposal](http://www.emcbc.doe.gov/llw_mllw_disposal).

Any information concerning this solicitation will be furnished promptly to all other prospective Offerors, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective Offerors. The identity of the prospective Offerors asking questions will be withheld.

The Government shall not respond to questions submitted by telephone or in person at any time. Offerors are encouraged to periodically check

[www.emcbc.doe.gov/llw\\_mllw\\_disposal](http://www.emcbc.doe.gov/llw_mllw_disposal) to ascertain the status of any answers to questions, as hard copies will not be distributed.

## **L.19 PROPOSAL PREPARATION INSTRUCTIONS - GENERAL**

- (a) General. Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the proposal must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part must be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number.

The term "Offeror" as used in this Section L refers to the single legal entity submitting the offer which may be a "contractor team arrangement" as that term is defined in FAR 9.601. The Offeror may be preexisting or a newly formed business entity for the purposes of competing for this Contract.

The term "major subcontractor" as used in this solicitation is defined as subcontractors proposed to perform services above \$10 million.

- (b) Proposal Delivery. Hard copies of proposals shall be submitted to and marked as follows:

FROM: <Offeror insert applicable information>

TO:

The U.S. Department of Energy (DOE)  
Environmental Management Consolidated Business Center (EMCBC)  
110 Boggs Lane, Suite 450  
Springdale, OH 45246

RFP No: DE-SOL-0001970  
Proposal Due Date: May 2, 2012 – 3:00 p.m. EST  
Attention: William Hensley, Contracting Officer

### **NOTICE TO DOE MAIL ROOM: DO NOT OPEN. THIS IS A PROPOSAL UNDER THE ABOVE-IDENTIFIED SOLICITATION**

*Note: Offerors hand carrying proposals to the above address must telephone the Contracting Officer one business day in advance to arrange delivery.*

If the Offeror elects to forward the Offer by means other than the U.S. Mail, it assumes the full responsibility of insuring that the Offer is received at the place and by the date and time specified in this solicitation. Facsimile or electronic commerce offers will not be accepted. Hand carried package(s) may only be delivered during

the hours 8:00 a.m. to 4:00 p.m. local time on Federal workdays. Delivery to any other location than that specified herein is unacceptable.

- (c) Overall Arrangement of Proposal. The overall proposal shall consist of three (3) physically separated volumes, individually entitled as stated below. Each volume shall contain a Table of Contents and a Glossary of Abbreviations and Acronyms. The required number of volumes of each proposal is shown below. Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. Information required for proposal evaluation, which is not found in its designated section, may result in an unfavorable evaluation. All cost and pricing information shall be submitted and addressed ONLY in the Price/Cost Proposal Volume III, unless otherwise specified. This solicitation requires Offerors to submit its entire proposal in writing and electronic format as follows:

Proposal Volume — Title	Copies Required
Volume I - Offer and Other Documents	1 original, 5 copies and 5 CD-ROM
Volume II - Technical Proposal	1 original, 10 copies and 5 CD-ROM
Volume III – Price/Cost Proposal	1 original, 10 copies and 5 CD-ROM

The cover and outside of each CD-ROM must clearly identify the volume to which it relates. Electronic media versions of proposal files are to be formatted in Adobe Acrobat 6.0 (PDF) or higher. The electronic media versions provided shall be searchable. The CD-ROMs are provided for Technical Evaluation Committee (TEC) evaluation convenience only. The written material constitutes the official offer and proposal. In the event of a conflict, the written material takes precedence over the CD-ROM text.

- (d) Glossaries. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.
- (e) Binding and Labeling. Each volume shall be separately bound in three-ringed loose-leaf binders. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror's name, the solicitation number, the title of the solicitation, and the copy number (i.e., sequentially number the required copies with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Pages shall be numbered sequentially by volume and by individual sections within each volume.
- (f) Page Description. Page size shall be 8.5 x 11 inches, not including foldouts. Page margins shall be a minimum of one inch at the top, bottom and each side. Pages shall be single sided. Two columns of text per page and use of bold-faced type are acceptable. The solicitation number, page number, date, name of Offeror, and the legend at FAR 52.215-1(e), "Restriction on Disclosure and Use of Data," as

appropriate, shall be provided on each page and is the only information that can be displayed within the one inch top, bottom, and side margins. A font size smaller than that which is described in the text below, can be used for this information; however, other text reductions are unacceptable.

Graphs, tables and spreadsheets where necessary must be 10 point or larger Arial or Times New Roman font type. All other text must be typed using 12 point (or larger), single-spaced, and using Arial or Times New Roman font type. Foldouts of charts, tables, diagrams or design drawings shall not exceed 11 x 17 inches. Foldout pages shall fold entirely within the volume. Page margins for the foldouts shall be a minimum of one inch at the top, bottom and each side. Foldouts may only be used in the Technical Volume for schedules and may be used in the Cost Volume for schedules, large tables, charts, graphs, diagrams and other schematics.

- (g) Table of Contents. The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.
- (h) Classified Information. The Offeror shall not provide classified information in response to this solicitation.
- (i) Point of Contact. The CO is the sole point of contact during the conduct of this procurement.
- (j) Errors or Omissions. The solicitation is considered complete and accurate in every detail and adequately describes the Government's requirements. If the Offeror feels any part of the solicitation contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and to assure submittal of a complete proposal, the Offeror is cautioned to resolve all questionable areas with the CO.
- (k) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by amendment.
- (l) Information Provided. The Government will evaluate on the basis of information provided in the proposal. The Government will not assume that an Offeror possesses any capability.
- (m) Alternate Proposals. Alternate proposals are not solicited or desired and will not be evaluated or accepted.
- (n) Joint Ventures and/or LLCs and/or Any Other Teaming Arrangements. Offerors who submit a proposal as one of the above shall provide full and complete information on each of the participating members/companies, as well as the proposed organization itself. The Offeror shall provide copies or drafts of the applicable joint venture and/or LLC agreements, any applicable mentor/protégé agreements or arrangements, and/or arrangements with major subcontractors.

(o) Internet Sites. The Internet sites referenced throughout the solicitation can be found at the locations listed below:

- Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions: [http://management.energy.gov/policy\\_guidance/procurement\\_acquisition.htm](http://management.energy.gov/policy_guidance/procurement_acquisition.htm)
- FedConnect: <https://www.fedconnect.net/FedConnect/>
- Federal Acquisition Regulation (FAR) clauses and provisions and Federal Acquisition Circulars (FACs) which contain the most recent changes to the FAR: <http://www.arnet.gov/far/index.html>
- Federal Business Opportunities (FedBizOpps): <http://www.fbo.gov/>
- Environmental Management Nationwide IDIQ – Set Aside Website: [www.emcbc.doe.gov/llw\\_mllw\\_disposal](http://www.emcbc.doe.gov/llw_mllw_disposal)
- Service Contract Act Wage Determinations: <http://www.wdol.gov/>

(p) An Offeror should not assume that because it has had similar contracts with the Federal Government, including the Department of Energy that the evaluators have knowledge of its performance under such contracts and will make assumptions regarding your proposal based on that knowledge. Any proposals received in response to this solicitation will be reviewed strictly as submitted and in accordance with the evaluation criteria specified in Section M.

(q) DOE acknowledges that the Federal Government, pursuant to NWPA, Subtitle D, Section 151, has authority to assume title and custody of LLW/MLLW and the privately-owned land (not already owned by a State or the Federal Government) upon which such waste is disposed, at no cost to the Government, upon request of the owner of such waste and land following termination of the land-owner's license, site closure, decontamination and decommissioning.

## **L.20 PROPOSAL PREPARATION INSTRUCTIONS - OFFER AND OTHER DOCUMENTS – VOLUME I**

(a) Cover Letter. The cover letter shall include but not be limited to the following:

- (1) The solicitation number;
- (2) The name, address, telephone numbers, facsimile numbers, and electronic addresses of the Offeror;

- (3) Names, titles, telephone numbers, facsimile numbers, and electronic addresses of persons authorized to negotiate with the Government on the Offeror's behalf in connection with this Solicitation;
- (4) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority;
- (5) The name, address, telephone number, facsimile number, and electronic address of the individual in the Offeror's organization to be contacted, if necessary, during evaluation of the proposal;
- (6) The complete formal name and address of the Offeror's organization and/or other participants to be used in any resulting contract. Provide Dun and Bradstreet DUNS number for each organization and new entity if one is being created;
- (7) The name, address, telephone numbers, facsimile numbers, and electronic addresses of representatives of the Government agency having administrative cognizance over the Offeror, contractor team arrangement (as defined at FAR 9.601), or parent company, as applicable (such as contract administration within the meaning of FAR 42.3, Audit, and Equal Employment Opportunity); and
- (8) A statement that the Offeror grants to the Department of Energy or its authorized representatives, the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation; and this right may be exercised in connection with any such reviews deemed necessary by the Government.

(b) General

Volume I, Offer and Other Documents consists of the actual offer to enter into a contract to perform the desired work. Offerors shall assemble the information for Volume I organized in the sections as discussed below.

(c) Format and Content

Volume I, Offer and Other Documents, must include the following documents (in the order listed):

- (1) Standard Form (SF) 33, Solicitation, Offer and Award. The Standard Form 33 shall be fully executed by an authorized representative of the Offeror. The person signing the Proposal Form must have the authority to commit the Offeror to all of the provisions of the proposal, fully recognizing that the Government

has the right, by terms of the solicitation, to make an award without further discussion if it so elects. The acceptance period entered on the Proposal Form by the Offeror must not be less than that prescribed in the solicitation provision entitled "Offer Acceptance Period", which must apply if no other period is offered. This execution shall include acknowledgement of all amendments. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents.

- (2) Additional Offeror Representations, Certifications, and Acknowledgments (other than those executed in the Online Representations and Certifications Application (ORCA)). Representations, Certifications and Other Statements of the Offeror (Section K) shall be fully executed by an authorized representative of the Offeror.
- (3) Exceptions and Deviations. Exceptions and/or deviations are not sought and the Government is under no obligation to enter into discussions. However, any exceptions and/or proposed deviations taken to the terms and conditions of the proposed contract shall be identified. The exceptions and proposed deviations should be listed in a logical sequence such as by individual sections of the solicitation. The Offeror shall provide a summary, and specific cross-references to the full discussion of exceptions or deviations taken in the other proposal volumes. Any exceptions, deviations, or conditional assumptions to the terms of this solicitation may make an offer ineligible for award. If an Offeror proposes exceptions to the terms and conditions of the solicitation, DOE may make an award to another Offeror that did not take exceptions and/or deviations to the terms and conditions of this solicitation.
- (4) Recognition of Performing Entity. Offerors shall designate all entities that are proposed to perform work under the contract that are a part of the proposal upon which any contract award would be based. This includes major subcontractors, subcontractors other than major subcontractors, joint venture members, parent(s), LLC members, etc.
- (5) Equal Employment Opportunity. The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include, but not be limited to, the company name, address, phone number and the point of contact for equal employment opportunity matters. This information shall be provided for the Offeror, as well as, each joint venture member; members of a newly formed entity, including LLCs and major subcontractors, formed for the purpose of performing this contract, or members of similar entities.
- (6) Additional Information. If the address shown on the SF 33 is different from the remittance address, it shall be provided along with any other information the Offeror needs to bring to the attention of the Government.

(7) Section I, Small Business Subcontracting Plan.

- i. A completed and acceptable Small Business Plan is required to be submitted by large business Offerors only, in accordance with the Section I clause entitled FAR 52.219-9, Small Business Subcontracting Plan, and proposal instructions herein. The Small Business Subcontracting Plan will become part of the contract as Section J, Attachment J-3.
- ii. To be considered acceptable, the Offeror's plan shall address, in adequate detail, each of the eleven elements identified in FAR 52.219-9(d). **Failure by a large business Offeror to submit and/or negotiate a subcontracting plan that addresses each of the eleven elements identified in FAR 52.219-9(d) in adequate detail may make the Offeror ineligible for award of a contract.**
- iii. The Offeror shall establish goals that afford small businesses with the maximum practicable opportunity to participate in contract performance consistent with efficient performance. In developing its proposed plan, the Offeror shall establish specific subcontracting goals for various small business categories. The minimum goals of this solicitation for each small business category are as follows:

<u>Component</u>	<u>Percent (%)</u>
Small Business (SB)	41.3
Small Disadvantaged Business	6.33
Women-Owned SB	5.76
HUBZone SB	2.22
Service-Disabled Veteran-Owned SB	1.25

## **L.21 PROPOSAL PREPARATION INSTRUCTIONS – TECHNICAL PROPOSAL – VOLUME II**

The Technical Proposal consists of written information intended to present the Offeror's ability to satisfy the requirements of the PWS. Award(s) may be made to a single and/or multiple Offeror(s) for each CLIN on the basis of best value to the government, i.e. the lowest evaluated price(s) of the proposals meeting or exceeding acceptability criteria for all non-cost criteria for the CLIN(s) proposed. An Offeror may be awarded a contract with a single CLIN, multiple CLIN(s) or all CLIN(s).

In order to be considered technically acceptable, an Offerors technical proposal must pass all technical criteria listed below, and failure to meet any one criterion shall deem the entire proposal as technically unacceptable.

An evaluation will be performed in accordance with Section M.5 to determine the Offeror's ability to perform the requirements as specified in the RFP. If an Offeror does not meet or exceed all of the non-cost criteria, an award will not be made to that Offeror.

There are not any page limitations for Volume II. No price/cost information shall be included in the Technical Proposal – Volume II.

The format and content of Volume II, Technical Proposal, shall consist of the following:

**(1) Criterion 1 – Applicable Licenses, Permits or Authorizations**

The Offeror shall provide copies of the applicable granted or issued licenses, permits or authorizations with the appropriate regulatory authority for the CLIN(s) proposed to receive and permanently dispose of the waste. The licenses and permits shall be current, dated, signed and approved. For each CLIN, the Offeror shall clearly specify where in the document (page, section, paragraph) that the specific waste for the CLIN is identified and authorized for receipt and permanent disposal. Wherever practicable, the Offeror can avoid unnecessary duplication/redundancy, e.g., if all CLIN(s) proposed on are included in a single license, permit or authorization, the Offeror should simply provide a single copy of the current, dated, signed and approved license, and reference the applicable section in the license, permit or authorization where each radioactive waste is identified and authorized for permanent disposal. However, it is the Offerors responsibility to demonstrate they have the applicable licenses, permits and/or authorizations or will have them prior to contract award.

**(2) Criterion 2 – Disposal Facility**

The Offeror shall provide documentation from the appropriate regulatory authority that verifies that the proposed disposal facility is fully capable and ready to receive and permanently dispose of the waste for CLIN(s) proposed by the date of contract award. DOE anticipates contract award in September 2012.

If such documentation from the appropriate regulatory authority has not been issued at the time of proposal submission, but will be issued prior to contract award, the Offeror shall provide a detailed plan, which identifies activities yet to be completed, requirements not yet met, copies of any permits obtained at the time of proposal submission, and includes a schedule (with critical path identified), including schedule for regulatory approval which verifies that the disposal facility will be fully capable and ready to receive and permanently dispose of waste for the CLIN(s) proposed by the date of contract award. Such documentation shall be provided to the Contracting Officer immediately upon receipt by the Offeror. Submission of such documentation does not constitute a late submission, discussions or a request for a revised proposal pursuant to Section L, FAR 52-215-1 entitled “Instructions to Offerors – Competitive Acquisition” and FAR 15.001.

Offerors shall describe in sufficient detail the disposal capacity of the proposed facility, description of how the waste for CLIN(s) proposed will be disposed from the time of receipt at the facility to permanent disposal. This will include a description of the

Offerors ability to receive, handle and dispose of the waste (e.g., by rail, intermodal or truck) for the CLIN(s) proposed.

DOE will not award a contract to an Offeror without documentation from the appropriate regulatory authority verifying that the Offeror has a disposal facility that is fully capable and ready to receive and permanently dispose of waste.

### **(3) Criterion 3 – Past Performance**

The Offeror shall submit relevant past performance information for the Offeror, any major subcontractors and if a joint venture or newly formed entity, each member, in performing relevant work completed within the last five (5) years or currently ongoing which is similar in size, scope and complexity to that described in the PWS will be evaluated.

The Offeror may include contracts similar in size, scope, and complexity to this requirement using information that is readily available to DOE, either furnished by the Offeror's customers and/or information obtained from other sources. Size, scope and complexity are defined as follows: Size - dollar value and contract duration; scope - type of work (e.g., disposal of the various types of waste); and complexity - performance challenges and risk (e.g., types of waste including Class A, B, and C LLW, MLLW, 11e2 byproduct material). The Offerors are advised that DOE may query available Government databases, Government and Commercial references submitted by the Offeror, and questionnaires received from references sent to those references by the Offeror. Other sources may include, but are not limited to, interviews with technical personnel, Contracting Officers and other available data.

A written Past Performance Reference Information Form, Section L, Attachment L-1, for three (3) contracts similar in size, scope and complexity to the work described in the PWS which have been completed or are in progress during the past five (5) years for the Offeror as well as for each member of joint ventures, LLC, or other teaming arrangement newly formed for purposes of performing this contract, if any. A written Past Performance Reference Information Form, Section L, Attachment L-1 shall also be submitted for one (1) contract for each major subcontractor that is similar in size, scope and complexity to the work described in the PWS which has been completed or is in progress during the past five (5) years. The Offeror shall identify the portion of the work (size, scope, and complexity) performed by the entity specified in the form. Contract work for State and local Government, private sector clients, and subcontracts that are similar to the work described in the PWS will be evaluated equally with similar Federal contracts.

The Offeror shall provide the Past Performance Questionnaire, Section L, Attachment L-2, to each of the clients named on Attachment L-1. The Offeror shall require that the clients return the Past Performance Questionnaire directly to the address identified on Attachment L-2 no later than six (6) weeks after issuance of this solicitation.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably.

## **L.22 PROPOSAL PREPARATION INSTRUCTIONS - PRICE/COST PROPOSAL – VOLUME III**

- (1) All price/cost information shall be included in Volume III of the proposal. None of the information contained in Volume III should be included in any other proposal volumes unless specifically requested in the solicitation. All pages in the Volume III Price/Cost Proposal, including forms, tables, and exhibits must be numbered and identified in a volume table of contents. The price/cost proposal shall be sufficiently complete so that cross referencing to other proposal volumes is not necessary. There is no page limitation on the price/cost proposal.
- (2) The Offeror shall submit the price/cost portion of the proposal utilizing the Section B, Contract Line Item Prices.
- (3) The Offeror shall provide Section B.5 with the Firm-Fixed “Unit Price” filled in for each year, for the desired CLIN(s).
  - a. The Offeror shall provide the Firm-Fixed Unit Price for each baseline CLIN to be considered for award.
  - b. The Estimated Quantities are estimates derived from the 2011 Waste Information Management System (WIMS) data base (<http://wims.arc.fiu.edu/wims/>). There is no guarantee, implied or otherwise, that orders will be placed for the Estimated Quantities.
  - c. For each CLIN the Offeror elects not to be considered for award, the Offeror shall insert “N/A” for the Firm-Fixed Unit Price.
  - d. For CLINs where there is minimal or no waste yet specified in WIMS, a value of 10 yd<sup>3</sup> is used for pricing purposes.
  - e. For “Surcharges”, the Offeror shall provide the Firm-Fixed Unit Price for each CLIN as applicable.
  - f. Offeror may include volume discount Unit Price by footnote (e.g., debris at soil disposal rate if the ratio of the volume of soil to debris is high).
- (4) All pages, including forms, must be page numbered and all forms, tables, or exhibits must be identified in the table of contents or index.
- (5) The Offeror shall submit the price portion of the proposal in hardcopy and electronic format (CD-ROM). Price/Cost Proposal Information and any spreadsheets or mathematical computation shall be submitted using Microsoft Excel 2003 compatible. The Offeror’s Excel files shall be working versions including formulas and computations. A second electronic file shall be provided in Adobe Acrobat 6.0 (PDF) or higher. Any written text for the Volume III Price/Cost Proposal shall be submitted

using Adobe Acrobat 6.0 (PDF) or higher. The electronic media versions provided shall be searchable.

- (6) The Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Price/Cost Proposal. If the Offeror is a joint venture, LLC, other teaming arrangement, or has major subcontractor(s), this data must be provided for each entity.
- (7) Responsibility Determination and Financial Capability: FAR 9.104(a), General Standards, requires that a prospective Offeror have adequate resources to perform the Contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this Contract. Information provided by the Offeror shall include, but not limited to, the following:
  - a. Financial Statements (audited, if available) and notes to the financial statements for the last three (3) years;
  - b. The information in subparagraph (a) above for any major subcontractors and if a joint venture or newly formed entity, each member;
  - c. The last three (3) annual reports for the Offeror, any major subcontractors and if a joint venture or newly formed entity, each member

Using the above information and other information, the Government will make a FAR Part 9, Contractor responsibility determination of the prospective awardees. The Government may request a financial capability review of each Offeror from the Defense Contract Audit Agency as part of the Government's consideration in making the responsibility determination.

- (8) The DOE may request additional supporting information for evaluation of price/cost in accordance with FAR 15.403-3 or cost or pricing data in accordance with FAR 15.403-4.

### **L.23 ELECTRONIC SUBMISSION**

The electronic submission through FedConnect to STRIPES constitutes the official offer and proposal. Offerors shall access STRIPES via FedConnect (website link): <http://www.compusearch.com/products/fedconnect/vendors>

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

***ATTACHMENT L-1 – PAST PERFORMANCE REFERENCE INFORMATION FORM***

**Name of Offeror:** \_\_\_\_\_

**Name of parent company contract awarded to if different from Offeror:** \_\_\_\_\_

**DUNS Number:** \_\_\_\_\_

**Client Name:** \_\_\_\_\_ **Contract #:** \_\_\_\_\_

**Client Point of Contact:** Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Address: \_\_\_\_\_

**Period of Performance:**

Start Date: \_\_\_\_\_ Completion/Termination Date: \_\_\_\_\_

**Provide reason if terminated for cause:**

**Type of Contract:** \_\_\_\_\_ **Dollar Amount:** \_\_\_\_\_

**Description of Services including the identification of the portion of the work (size, scope and complexity) performed by the Offeror during this contract (Describe problems encountered and their resolution using corporate capability support and resources):**

**Regulator Point(s) of Contact (Provide the information below for the principal regulators that were responsible for oversight or compliance.)**

**Name:** \_\_\_\_\_  
**Agency:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Telephone:** \_\_\_\_\_

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

***ATTACHMENT L-2 -- Past Performance Questionnaire***

**0=Unsatisfactory, 1=Poor, 2=Satisfactory, 3=Good, 4=Excellent, NA=Not Applicable, DK=Don't Know**

Did the contractor comply with contract requirements, and submit accurate reports? Was the Performance Work Statement executed effectively by the contractor in a consistently high quality manner?

0 1 2 3 4 NA DK

Did the contractor meet milestones, demonstrate reliability and responsiveness to technical directions, complete deliverables on time and adhere to contract schedules (including contract administration)?

0 1 2 3 4 NA DK

Did the contractor perform within or below budget, submit reasonably priced change proposals, and provide timely, current, accurate and complete billing?

0 1 2 3 4 NA DK

Was the contractor's Environment, Safety &Health program in compliance with contract requirements and protective of workers, public, and the environment?

0 1 2 3 4 NA DK

Was the contractor effective in subcontract management?

0 1 2 3 4 NA DK

Did the contractor effectively manage regulatory compliance programs and regulatory interfaces?

0 1 2 3 4 NA DK

Did the contractor develop and implement an effective quality assurance program?

0 1 2 3 4 NA DK

Did the contractor manage effectively including cooperation with the technical representatives, the Contracting Officer, and other stakeholders showing flexibility, and being responsive?

0 1 2 3 4 NA DK

Did the contractor resolve problems encountered on the contract and implement corrective actions in a timely manner?

0 1 2 3 4 NA DK

Were you as the customer sufficiently satisfied with the overall performance of this contractor, that you would hire this Company again?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Remarks:

Your company name or organization and address:

Name/Telephone number/Title of person completing the questionnaire: