

PART IV

Section L

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L.1 GENERAL 222-S LAB OVERVIEW

Analytical services at the 222-S Laboratory provide critical support for Hanford tank waste cleanup and for other Hanford Site cleanup activities. The analytical services to be acquired will be performed at the 222-S Laboratory located in the 200 West Area of the Hanford Site.

The proposed acquisition will contract for analytical sources to receive, analyze, and report the results from approximately 15,000 inorganic, organic and radionuclide analyses annually as specified in Section C. The following site maps are provided for reference purposes.

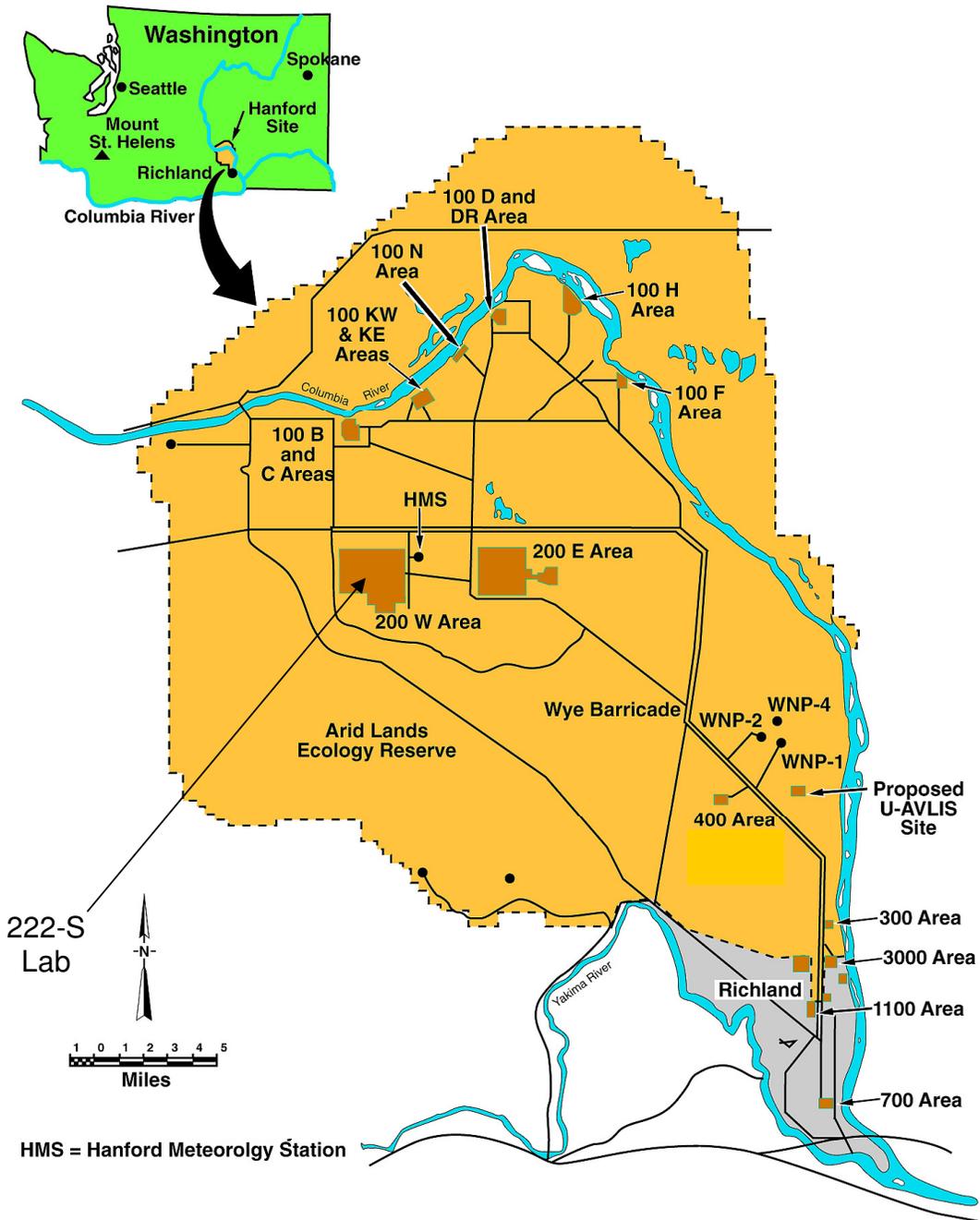


Figure L. 1. Hanford

222-S Analytical Lab complex



Buildings identified above are used by small business and shared with Tank Operations Contractor.

L.2 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL

- (a) 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 newly formed for the purposes of competing for this Contract.
- (b) The term "major subcontractor" as used in this Section L is defined as proposed subcontractors with a proposed subcontract annual cost equal to \$650,000 or more at any tier of the proposed organization.
- (c) Proposal Due Date. Proposals must be received in accordance with L.6. L.7 describes the treatment of late submission, modification, revision, and withdrawal of proposals.
- (d) Overall Arrangement of Proposal. Proposals, including any subcontractor, and all teaming or other contractor arrangements, are expected to conform to the solicitation provisions regarding preparation of offers. To aid in the evaluation, proposals must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each volume shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number. 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 contractual cost and pricing information shall be addressed **ONLY** in the Cost and Fee Proposal Volume III, unless otherwise specified. This solicitation requires Offerors to submit its entire proposal in writing and electronic format as follows:

<u>Proposal Volume — Title</u>	<u>Copies Required</u>
Volume I - Offer and Other Documents	1 original, 1 copy and 1 CD-ROM
Volume II - Technical Proposal	1 original, 5 copies and 1 CD-ROM
Volume III – Cost and Fee Proposal	1 original, 5 copies and 1 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 (note additional requirements in Section L.5 for cost proposal information). The electronic media versions provided shall be searchable. The CD-ROMs are provided for SEB

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.

- (e) Page Limitation. Page limitations are specified for each volume in the applicable sections that follow.
- (f) Page Count Exceptions. Every page of each volume shall be counted towards the page limitation for the respective volume, including attachments, appendices and annexes except for the Table of Contents, Title Pages, Glossary, Dividers/Tabs, Blank Pages, Representations and Certifications (which are to be submitted with the volume entitled "Offer and Other Documents"), Reporting Requirements Forms, and Cross Reference Matrix.
- (g) Glossaries. Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.
- (h) 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.
- (i) 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 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 for large tables, charts, graphs, diagrams and other schematics, and not for pages of text.

Proposals will only be read and evaluated up to the page limitations. Page counting will begin with the first page of each item subject to a page limitation. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference as a means to circumvent the page limitations.

- (j) 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.
- (k) Cross-Reference Matrix. The Offeror shall provide a Cross-Reference Matrix which correlates the proposal by page and paragraph number to the Performance Work Statement (PWS), Section L, and Section M. The Cross-reference Matrix shall be inserted in the Offeror's proposal immediately following the Table of Contents for Volume II.
- (l) Classified Information. The Offeror shall not provide classified information in response to this solicitation.
- (m) Point of Contact. The CO is the sole point of contact during the conduct of this procurement.
- (n) 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.
- (o) Changes to the Solicitation. No changes to this solicitation will be effective unless they are incorporated into the solicitation by amendment.
- (p) 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 unless such a capability is established in the proposal.
- (q) Alternate Proposals. Alternate proposals are not solicited or desired and will not be evaluated or accepted.
- (r) 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 any agreements and/or arrangements with major subcontractors regarding the nature and extent of the work to be performed under this solicitation. DOE reserves the right to require consent to subcontract for each of the proposed major subcontractors or participating members/companies in accordance with FAR 52.244-2, Subcontracts (Section I).

- (s) It is DOE's intention to award based on the initial proposals. Therefore, the Offeror is strongly encouraged to submit proposals which are clear, concise, complete, comprehensive and fully explain the technical and pricing approaches and methodology. Offeror shall compare the technical proposal to the cost proposal for consistency and ensure that all technical, cost and pricing data requirements outlined in Section L is provided in the proposals.
- (t) Internet Sites. The Internet sites referenced throughout the solicitation can be found at the locations listed below:

Official Solicitation Internet Site: 222-S Laboratory Reference Documents
<http://www.emcbc.doe.gov/ORP>

DOE Center--Doing Business with DOE: <http://e-center.doe.gov>

Interactive Industry Procurement System (IIPS) Users Guide for Contractors: <http://doe-iips.pr.doe.gov>

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/>

Federal Business Opportunities (FedBizOpps):
<http://www.fedbizopps.gov/>

Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions: <http://professionals.pr.doe.gov>

U.S. Department of Energy Office of River Protection
<http://www.hanford.gov/orp/>

L.3 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I: OFFER AND OTHER DOCUMENTS

(a) General. Volume I, Offer and Other Documents, consists of the following documentation. Offerors shall assemble the information for Volume I organized in the sections as discussed below.

- (1) Standard Form (SF) 33, Solicitation Offer and Award
- (2) Representations and Certifications
- (3) Exceptions and Deviations Taken in Any Volume
- (4) Subcontract Agreements
- (5) Reserved
- (6) Performance Guarantee
- (7) Recognition of Performing Entity
- (8) Responsible Corporate Official
- (9) Corporate Governance
- (10) Additional Information

The signed original of all documents requiring signature by the Offerors shall be contained in the original volume.

(b) Content.

- (1) Standard Form (SF) 33, Solicitation, Offer and Award. The Standard Form 33 shall be fully executed by an authorized representative of the Offeror. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents.
- (2) Representations and Certifications. Representations, Certifications and Other Statements of the Offeror (Part IV-Section K of the solicitation), 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 CONSTITUTE A DEFICIENCY THAT MAKES THE OFFER UNACCEPTABLE. 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.**

- (4) Reserved
- (5) Critical Subcontracts: A listing of critical subcontracts, if applicable, proposed by the Offeror shall be submitted in accordance with Section H.7 *Critical Subcontracts – Designation and Consent*.
- (6) Reserved
- (7) Performance Guarantee. If the Offeror is a joint venture, Limited Liability Company, other similar entity, or a newly formed entity, the Offeror shall submit a fully completed and executed Performance Guarantee Agreement provided in Section L, Attachment 11 in accordance with Section H.15 *Performance Guarantee*.
- (8) 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 subcontractors, joint venture members, parent(s), LLC members, etc.
- (9) Corporate Governance. The offeror shall identify by name and affiliation each member of the Corporate Board of Directors (or functionally equivalent entity) that will have corporate oversight of the management operations of the proposed contractor organization and key personnel. If the offeror's proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or similar entity where more than one company is involved in a business relationship created for the purpose of performing under the resultant contract, the offeror shall provide the information required by this provision for that formal organizational

element established to act in a manner that is functionally equivalent to a Corporate Board of Directors.

The offeror shall describe the role of the Board of Directors (or functionally equivalent entity) in providing corporate oversight, assurances, and resource commitments to ensure that the proposed organizational structure and key personnel effectively manage and accomplish the work contemplated under the contract.

- (10) 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. Additionally, each first tier subcontractor with a subcontract of \$10 million or more is required to provide the information described above.
- (11) 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.

L.4 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II – TECHNICAL PROPOSAL

The Technical Proposal consists of written information intended to present the Offeror's understanding, capabilities, and approach to satisfy the requirements of the PWS. The Offerors shall address each section of the PWS. No cost information shall be included in the Technical Proposal.

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

- (a) **Criterion 1 - Technical Approach** (The technical approach section shall not exceed 15 pages.)

General: The technical approach shall describe the Offeror's method of executing the work scope for the analytical services and testing at the 222-S Laboratory. Include a discussion of the intended method for accomplishment of the work and describe how the work will be performed to maintain quality lab results, improve lab operations, reduce turn-around

time on analyses, enhance the objectives of the Hanford Site and reduce costs. The historical monthly utilization rate at the laboratory is 15% to 125% including sudden and sporadic surges in the number and timing of samples to be processed. Therefore, the discussion should include the approach to managing the variability in workload. For example, discuss full-time staffing levels, use of overtime, and activities performed when not processing samples, such as required training, maintaining equipment, etc. Include any technical innovations that will enhance the work. Provide the details of any approach that will reduce life cycle costs for lab operations.

Additionally, the Offeror shall discuss their understanding and approach to the following activities:

1. Implementing laboratory customer requirements
2. Managing interfaces with Hanford-wide programs
3. Providing integrated safety management, quality assurance and quality control
4. Handling contract transition

The Offeror shall provide a Work Breakdown Structure (WBS) correlating its approach to the work. The Offeror shall include a crosswalk which correlates its WBS to the PWS. The Offeror shall provide a WBS and WBS description, at a minimum, to Level 3.

- (b) **Criterion 2 - Key Personnel** (Page limits for this section, resumes, Letters of Commitment are included below.)

The key personnel positions include the Laboratory Manager and at least two other but no more than four others to be designated by the Offeror. The Offeror shall provide its explanation for the designation of key personnel positions relative to the approach to the management and execution of the work proposed by the Offeror. The explanation for the designation of key personnel positions shall not exceed two (2) pages and shall include the rationale for the selection of the key personnel named by the Offeror. Upon award, the key personnel will become part of the Section H clause entitled *Key Personnel*.

The Offeror shall provide written resumes for each proposed Key Personnel which describe their education, leadership, relevant experience, suitability for the proposed position, and experience on work similar to that described in the PWS. The resumes shall be provided in the format shown in Attachment L-1. Letters of Commitment shall be provided in the format shown in Attachment L-2, and shall not exceed one (1) page.

Failure to submit letters of commitment and resume formats as shown may result in the Offeror receiving a lower rating.

Each resume shall not exceed two (2) pages in length, with the exception of the resume for the Laboratory Manager, which may not exceed four (4) pages. The DOE will not evaluate any pages exceeding page limitations. Offerors are advised that the Government may contact any or all references and other sources including those not provided by the Offeror. The DOE reserves the right to use any information received as part of its evaluation of the Key Personnel.

- (c) **Criterion 3 - Relevant Experience** (The experience section shall not exceed 10 pages.)

The Offeror shall describe corporate experience in performing relevant work similar in size, scope and complexity to that described in the PWS. Size is defined as dollar value and duration. Scope is defined as the type of work (see Section C.2 "Scope") Complexity is defined as challenges to successful contract performance (maintaining the proper workforce balance to cover monthly workload which varies from 15% to 125% utilization, timely completion of analyses for highly radioactive samples utilizing necessary quality control and assurance, effective interaction/communication with other DOE Prime Contractors (customers), performance of special testing and aiding in the development of special test methods, etc.). The Offeror shall submit information regarding its experience as well as relevant experience of any major subcontractors and if a newly formed entity, the experience of each of the members. The Offeror shall describe the depth of its role in the management and execution of the experience cited.

The Offeror shall provide information for at least three (3) contracts for the Offeror and at least three (3) contracts for each major subcontractor. Past Performance Reference information shall be submitted on these same three (3) referenced contracts as stated below in Criterion 4 – Relevant Past Performance. If the Offeror is a newly formed entity, such as a joint venture or LLC, the Offeror shall provide information for at least three (3) contracts for each of the members of the joint venture and LLC. These contracts shall have been completed within the last five (5) years or currently ongoing. In addition, the Offeror shall provide the contract number; issuing entity; contract cost/price; contract type, contact name, address, and phone number; and duration of the contract.

The experience information for each of the referenced contracts shall identify the portion of the work (size, scope, and complexity) that was performed by the offeror under each reference contract. For example, if the offeror was a partner company in an LLC or major subcontractor

during performance of the referenced contract, then the Offeror shall identify the portion of work the Offeror performed as a partner company or major subcontractor during the referenced contract.

In addition to the historical information described above, the Offeror shall also clearly identify and define the portion of work to be performed by each entity (Offeror, major subcontractors, and/or member of joint ventures or LLC) under the Offeror's proposed approach to complete the work identified in the PWS for this solicitation.

- (d) **Criterion 4 – Relevant Past Performance** (Each Attachment L-3 Past Performance Reference Information Form shall not exceed 2 pages per referenced contract.)

The Offeror shall submit the following information as part of its proposal:

- (1) A written Past Performance Reference Information Form, Section L, Attachment L-3, for the same three contracts identified in the Criterion 3 – Experience section of the Offeror's proposal. The form shall identify the portion of the work (size, scope and complexity) that was performed by the offeror under each reference contract. For example, if the offeror was a partner company in an LLC or major subcontractor during performance of the referenced contract, then the Offeror shall identify the portion of work the Offeror performed as a partner company or major subcontractor during the referenced contract.

In addition to the historical information described above, the form shall also clearly identify and define the portion of work to be performed by each entity (Offeror, major subcontractors, and/or member of joint ventures or LLC) under the Offeror's proposed approach to complete the work identified in the PWS for this solicitation.

- (2) The Offeror is encouraged to and may provide information on problems encountered on the contracts identified above and corrective actions taken to resolve those problems. The problems should have been caused directly by the Offeror or ones that resulted from the Offeror's operations, policies, planning, scheduling, or practices including, but not limited to: serious injuries or fatalities; Price Anderson enforcement actions; regulatory notices of violation resulting from environmental non-compliances; late deliveries or missed schedules; cost overruns, etc.
- (3) The Offeror shall submit its environment, safety and health past performance information for the year-to-date and the past five

years, on all public and private contracts, as shown in Section L, Attachment L-4, ES&H Past Performance Form. One Attachment L-4 shall be submitted for the Offeror as well as for each major subcontractor and each member of joint ventures or LLC newly formed for purposes of performing this contract, if any.

- (4) The Offeror shall provide the Past Performance Questionnaire, Section L, Attachment L-5, to each of the clients named on Attachment L-3. The Offeror shall require that the clients return the Past Performance Questionnaire directly to the address identified on Attachment L-5 no later than three (3) weeks after issuance of this solicitation.
- (5) The Offeror shall provide Attachment L-6, List of Terminated Contracts (partially or completely) within the past five (5) years.

Offerors are advised that the Government may contact any or all references in the proposal and other sources, including any Federal Government electronic databases, and that the information obtained may be used for both the responsibility determination and the past performance evaluation.

L.5 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III: COST AND FEE PROPOSAL

The Offeror shall prepare its cost proposal in accordance with the following instructions:

- (a) All cost and fee 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.
- (b) **There is no page limitation on the cost proposal.**
- (c) The Offeror shall propose cost by Government fiscal year corresponding to the cost for performing the Performance Work Statement. Offerors should assume an anticipated award date of October 1, 2009. To assist in preparation of proposals, DOE has provided an anticipated funding profile in Table L.1 below. Proposed costs shall be provided based on the definitions of fiscal years noted in Table L.1. There is no fiscal year carryover of funds.

Table L.1 -- Anticipated Funding Profile for the 222-S Laboratory Analytical Services & Testing Contract (\$ M)

	FY2010	FY2011	FY2012	FY2013	FY2014	FY2015	TOTAL
Estimated Contract Funding:	\$9.0	\$9.0	\$9.0	\$9.0	\$9.0	\$2.25	\$47.25

FY2010, FY2011, FY2012, FY2013, and FY2014 are defined as the period October 1 to the following September 30. For example, FY2010 is the period October 1, 2009 through September 30, 2010. FY2015 is for the first quarter only and is defined as the period October 1, 2014 to December 31, 2014.

- (d) The Offeror shall propose total estimated Cost and Award fee in accordance with Section B.1. In demonstrating their compliance with funding restrictions, the Offeror shall spread the proposed award fee over the number of months covering contract performance for the base period and each of the option periods. The Offeror should then apply the results to the number of months on each fiscal year to calculate fee for each fiscal year.
- (e) Format and present all cost information to provide full traceability between the completed Section L, Summary of Cost Worksheets provided as Attachment L-7, Direct Labor Hours Worksheet provided as Attachment L-8, and with the information required in the technical proposal.
- (f) The cost proposal shall include a breakdown of cost correlated with the PWS and consistent with the Offeror's technical proposal and the WBS in the Attachments L-7. The Offeror shall provide the cost proposal at a minimum to Level 3 of the WBS. The Offeror shall provide a detailed narrative description of how the proposed costs by cost element were derived, including summary of work scope, summary statement of site conditions (including all major assumptions that were used to establish the site condition by WBS), summary of estimating methods, process and assumptions (including all major assumptions that were used to establish the Offeror's costs to perform the contract requirements and sources of estimating information), and other related information to provide a clear understanding of the Offeror's Basis of Estimate (BOE).

The Offeror has the option of expanding upon the WBS level. The Offeror shall thoroughly explain the methodology, approach and rationale it used for developing its costs for each expanded WBS element and shall provide all detailed information described above to provide a clear understanding of the Offeror's BOE for the expanded WBS elements.

- (g) The cost proposal shall be provided by major cost elements, where applicable:

- (1) direct labor including labor categories, direct labor hours and direct labor rates for each labor category type;
- (2) fringe benefits;
- (3) direct labor overhead;
- (4) other direct costs (supplies, travel, relocation, etc);
- (5) joint venture/LLC member/ subcontractors (\$650K or more) (shall be individually estimated and provided for by major cost elements as described in this paragraph); and
- (6) General & Administrative (G&A) costs.

Offerors shall clearly indicate for each WBS by cost element (direct labor, fringe, other direct costs, etc.) within the WBS (1) what data is existing and verifiable, (2) judgmental factors applied in projecting from known source data to the estimate, (3) key assumptions (not in conflict with the PWS), and (4) the basis for each cost element.

- (h) The Offeror's cost proposal shall identify the proposed costs for all joint ventures, LLC members, or subcontractors (\$650K or more). Joint ventures', LLC members', and subcontractors' (\$650K or more) cost proposals shall be provided by the Offeror, which reconcile to the proposed costs in the Offeror's proposal correlated with the PWS, consistent with its technical proposal and the WBS. Cost and financial data shall be fully supported. Joint Ventures', LLC members, and subcontractors' (\$650K or more) cost proposals shall be provided in the same level of detail as described above.
- (i) The Offeror, joint venture members, LLC members', or subcontractors (\$650K or more) shall not propose contingency cost as part of the estimated cost.
- (j) The Offeror shall use the format shown in Section L, Attachment L-7 as part of the Offeror's proposal detailing the proposed cost element by WBS as discussed in the paragraphs above. The information provided in the worksheets shall be fully traceable to the cost proposal.
- (k) Direct Labor and Fringe Benefit Costs: The Offeror shall use the format shown in Section L, Attachment L-8 to provide a direct labor hour summary, by fiscal year, showing the total estimated direct labor hours (Offeror's hours, subcontractor hours, all joint ventures, LLC members, and any other direct labor hours) required to complete the Performance Work Statement (PWS) and remain consistent with its technical proposal and the WBS. The Offeror shall include a crosswalk which correlates their WBS to the PWS. The Offeror shall provide direct labor hour summary at a minimum to Level 3 of the WBS. The information provided in the worksheet shall be fully traceable to the cost proposal.

For proposal preparation purposes, the Offeror shall use the historical average labor rates and fringe rate for the incumbent work force for both bargaining and non-bargaining employees as provided in Section L, Attachment 9, Historical Cost Information. The Offeror should review the requirements of Section H clauses, "Workforce Transition" and "Employee Compensation: Pay and Benefits", respectively, of the solicitation, particularly the requirements for first preference in hiring for vacancies in non-managerial positions and the equivalent pay, pension, and other benefits to incumbent employees when developing its proposed labor and fringe benefit costs. More specifically, equivalent pay must be paid to employees receiving a hiring preference for substantially equivalent duties and responsibilities for at least the first year of the Contract. Labor and fringe benefit costs are to be separately proposed by labor category. The Offeror shall provide a detailed estimate for each fringe benefit rate that is different from the fringe benefit rate contained in Section L, Attachment 9.

- (l) Indirect Costs: The Offeror shall provide a detailed estimate for each indirect rate proposed by fiscal year. The detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base and how each cost element within the allocation pool and allocation base was derived. The Offeror shall provide all related information to provide a clear understanding of the basis of estimate. The Offeror shall compute all of the indirect rates by fiscal year.

The Offeror shall also provide a detailed estimate for each corporate indirect rate (other than the indirect costs provided above) proposed by fiscal year. The detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base and how each cost element within the allocation pool and allocation base was derived. The Offeror shall provide all related information to provide a clear understanding of the basis of estimate. The Offeror shall compute all of the corporate indirect rates by fiscal year.

The Offeror shall provide a detailed explanation based on the proposed corporate organizational structure as to whether corporate home office allocation is applicable to the proposed contract or not. This information shall also be provided for each joint venture member and LLC member.

- (m) Projected Pension and Other Benefits Costs: The Offeror shall include the projected defined benefit pension cost for the incumbent employees that it hires to perform work under the resulting contract at a per employee cost as provided in Table L.2 below. The Offeror should assume that the incumbent contractor will be responsible for the pension costs for those same incumbent employees up to and including the last day of the 90 day transition period and that the Offeror will become responsible for the pension costs of those same incumbent employees from thereafter.

Table L.2 Per Employee Defined Benefit Pension Cost for Incumbent Workers

Year	Total Cost Estimate	Per employee Cost 43 Employees
2010	\$810,527	\$18,849
2011	\$834,241	\$19,400
2012	\$924,407	\$21,497
2013	\$1,012,016	\$23,535
2014	\$1,092,977	\$25,418

- (n) Transition Cost: The contract transition period is the time between award of the contract and the date the Contractor assumes full responsibility. All transition cost should appear in the WBS C.2.1. The contract transition period is 90 days after contract award.
- (o) Energy Employees Occupational Illness Compensation Program Act (EEOICPA) Costs: The Offeror shall proposed any applicable EEOICPA costs for each Government fiscal year.
- (p) Escalation: The Offeror shall use an escalation factor of 3.0% for each Government fiscal year.
- (q) Fee: The Offeror shall provide a narrative description of how the proposed award fee is calculated as well as describe the rationale for its proposed award fee. This shall also include a description of how the proposed award fee relates to the Offeror's assumption of cost risk.
- (r) The Offeror shall submit the cost portion of the proposal in hardcopy, and also via the following electronic media (see Section L.2 for quantities to be provided of each): Attachments L-7 and L-8, Cost Proposal Information and any spreadsheets or mathematical computation shall be submitted using Microsoft Excel 2000 or higher. 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 Cost Proposal shall be submitted using Adobe Acrobat 6.0 (PDF) or higher. The electronic media versions provided shall be searchable.
- (s) The DOE may request additional supporting information for evaluation of cost in accordance with FAR 15.306(b).

- (t) For audit purposes, the Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address and telephone number of the cognizant Administrative CO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost Proposal. If the Offeror is a joint venture, LLC or has subcontractor(s) (\$650K or more), this data must be provided for each entity.
- (u) If this is a newly formed joint venture or LLC entity, the Offeror shall provide a detailed description of the proposed organizational structure including a corporate organization chart (including ownership percentage), whether the proposed entity will be populated or unpopulated, a description of how the entity will be overseen by the Board of Directors, and other related information on the corporate structure.
- (v) The Offeror shall provide a current balance sheet, statement of operations (profit/loss) statement, and cash flow statement covering all quarters completed in the current fiscal year and projected data for the remainder of the fiscal year. Additionally, the Offeror shall provide financial statements (audited, reviewed or compiled), where available, for the last three accounting periods. Financial Statements must include, at a minimum, a balance sheet, statement of operations (profit and loss), and cash flow statement. This data must be provided for each member of the LLC or joint venture and each subcontractor that is performing work estimated to be \$650K or more.
- (w) If the Offeror is a joint venture, LLC, or subcontractor (\$650K or more) and these entities are covered by Cost Accounting Standards (CAS), the entities shall submit its most recent CAS Disclosure Statement. In addition, entities shall identify the cognizant Government audit agency or any other Government agency that has formally approved the Disclosure Statement. The entities shall also identify whether cognizant Government audit agency has issued any audit reports on the compliance with the CAS requirements.
- (x) In addition to the cost proposal submission requirements specified in this section L-5, the offeror is to complete and submit the items specified in Attachment L-12, Cost Questions for the Offeror.

L.6 TIME, DATE, AND PLACE PROPOSALS ARE DUE

Mailed proposals shall be marked as follows:

FROM: _____

MAIL TO:
Source Evaluation Board
U.S. Department of Energy
EM Consolidated Business Center
250 E 5th Street, Suite 500
Cincinnati, OH 45202

Solicitation No. DE-RP27-09RV15051
Due _____
(Attention: Tamara L. Miles)

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

Next Day Delivered (Express Mail, Federal Express or United Parcel Service) proposals shall be marked as follows:

From: _____

Send To:
Source Evaluation Board
U.S. Department of Energy
EM Consolidated Business Center
250 E 5th Street, Suite 500
Cincinnati, OH 45202

Solicitation No. DE-RP27-09RV15051
Due _____
(Attention: Tamara L. Miles)

Hand carried proposals shall be marked as follows:

From _____

Hand Carry To:
Source Evaluation Board
U.S. Department of Energy
EM Consolidated Business Center

250 E 5th Street, Suite 500
Cincinnati, OH 45202

Solicitation No. DE-RP27-09RV15051

Due _____
(Attention: Tamara L. Miles)

Note: Offerors hand carrying proposals to the above address must telephone one of the following individuals prior to attempting delivery in order to ensure their availability:

Tamara L. Miles

(513) 246-1367

- (A) The written proposals are due NO LATER THAN 4:00 p.m. Eastern Daylight Time (EST) on **Thursday, April 16, 2009**. CAUTION: See the proposal submission instructions, including the provision describing treatment of late submissions, modifications, and withdrawals of proposals at FAR 52.215-1.
- (B) 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.
- (C) It may not be possible to hand carry the package(s) outside of the hours 8:00 a.m. to 4:00 p.m. on federal workdays. Delivery to any other location than that specified herein is unacceptable.

L.7 FAR 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2004)

- (a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the Offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

- (b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of proposals.
 - (1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
 - (2) The first page of the proposal must show—
 - (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror’s behalf with the Government in connection with this solicitation; and
 - (v) 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, unless

that evidence has been previously furnished to the issuing office.

- (3) Submission, modification, revision, and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
- (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or
- (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).

- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—
- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award.
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government's interest.
 - (3) The Government may waive informalities and minor irregularities in proposals received.
 - (4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive

range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful Offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting Offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed Offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed Offeror and past performance information on the debriefed offeror.

- (iii) The overall ranking of all Offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful Offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed Offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.8 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost-plus-award-fee type contract resulting from this solicitation.

L.9 NUMBER OF AWARDS

It is anticipated that only a single contract award will result from this solicitation. The Government reserves the right to award more than one if it is deemed appropriate.

L.10 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

- (i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

L.11 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION

This acquisition is set-aside for small business. The North American Industry Classification System (NAICS) Code is 562910, Environmental Restoration Services. The size standard for NAICS Code 562910 is 500 employees.

L.12 GUIDANCE FOR PROSPECTIVE OFFERORS - IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS

(a) This procurement has been set aside for small business. In order to ensure that award is made to an eligible small business, prospective Offerors, in consultation with legal counsel, are encouraged to review the Small Business Administration's (SBA) size eligibility standards found at Title 13 of the Code of Federal Regulations, Section 121 (13 C.F.R. § 121). In particular, Offerors proposing a joint venture, subcontracting, or another form of teaming arrangement should review 13 C.F.R. § 121.103, *What is affiliation?*, prior to submitting a proposal.

- (b) The SBA is the sole authority for making determinations of small business status for small business programs. Such determinations are binding on the Offeror and on the contracting officer. Accordingly, a finding by the SBA of affiliation between an Offeror and its proposed team member(s) or subcontractor(s) may result in the Offeror being found to be other than a small business and therefore ineligible for contract award.
- (c) Business concerns are considered to be affiliates of each other if either one directly or indirectly controls or has the power to control the other, or if another concern controls both. In determining whether affiliation exists, factors such as common ownership, common management, and contractual relationships are considered. An Offeror will also be found to be affiliated with its subcontractor(s) if the Offeror is unusually reliant upon its subcontractors or if the subcontractor(s) will perform primary and vital requirements of a contract.
- (d) The SBA has issued extensive decisions concerning its evaluation of affiliation of an Offeror and its proposed subcontractor(s). The following examples set forth characteristics that the SBA has reviewed in considering the question of affiliation and may assist prospective Offerors in developing any teaming arrangements and their proposals.
- (1) The SBA considers whether proposed subcontracting, partnership, joint venture, or other teaming arrangements contain discrete descriptions of the tasks or work to be performed by each party. The SBA considers whether the Offeror or, if the Offeror is a joint venture or partnership, the joint venture participants or partners, perform the primary or vital portions of the Performance Work Statement. The SBA considers whether teaming arrangements clearly set forth the relationship between the parties, as well as the individual roles and responsibilities assigned.
 - (2) The SBA considers whether there is a clear separation of facilities, employees, and management (decision-making authority) between the Offeror and any entities with which it has teaming arrangements.
 - (3) The SBA considers the extent to which the Offeror directly employs Key Personnel (Program Manager, Project Manager, etc.).
 - (4) If the Offeror is an eligible small business prime contractor, the SBA considers whether the majority of the technical expertise resides with the Offeror. If the Offeror is an eligible joint venture (see 13 CFR 121.103(f)(3)), the SBA considers whether the majority of the technical expertise resides among the joint venture members.

- (5) The SBA considers the Offeror's profit sharing arrangements with its proposed subcontractor or other entities.
- (6) In reviewing affiliation between the Offeror and its proposed subcontractors or entities with which the Offeror has a teaming arrangement, SBA considers the previous contractual or business relationships between the Offeror and that entity.

L.13 CONTACTS REGARDING FUTURE EMPLOYMENT

Prior to Contract award, except where prohibited by law, contacts with incumbent employees regarding future employment are permitted; however, such contacts must take place outside the normal working hours of such employees and not on any DOE sites. Offerors are reminded, however, that no contacts with Federal, Contractor, or subcontractor employees are permitted for the purpose of seeking procurement sensitive information relating to this solicitation.

L.14 FAR 52.222-24, PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L.15 DEAR 952.227-84, RIGHT TO REQUEST PATENT WAIVER (FEB 1998)

Offerors have the right to request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of the contract that may be awarded as a result of this solicitation in advance of or within 30 days after the effective date of contracting. Even where such advance waiver is not requested or the request is denied, the contractor will have a continuing right under the contract to request a waiver of the rights of the United States in identified inventions; i.e., individual inventions conceived or first actually reduced to practice in performance of the contract. Domestic small businesses and domestic nonprofit organizations normally will receive the patent rights clause DEAR 952.227-11, which permits the contractor to retain title to such inventions except under contracts for management or operation of a Government-owned research and development facility or under contracts involving exceptional circumstances or intelligence activities. Therefore, small businesses and nonprofit organizations normally need not request a waiver. (See DOE's patent waiver regulations at 10 CFR Part 784.)

**L.16 FAR 52.233-2, SERVICE OF PROTEST (SEP 2006)/DEAR 952.233-2,
SERVICE OF PROTEST**

- (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:

Tamara L. Miles
Contracting Officer
U.S. Department of Energy
EM Consolidated Business Center
250 E 5th Street, Suite 500
Cincinnati, OH 45202
Telephone: (513) 246-1367
Facsimile: (513) 246-0529
E-mail: tamara.miles@emcbc.doe.gov

- (B) The copy of any protest shall be received in the office designated above within one day of filing a protest with the General Accounting Office.
- (C) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this Provision:

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.17 DEAR 952.233-4, NOTICE OF PROTEST FILE AVAILABILITY (SEPT 1996)

- (A) If a protest of this procurement is filed with the General Accounting 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 FAR 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 FAR 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.18 DEAR 952.233-5, AGENCY PROTEST REVIEW (SEPT 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 DEAR 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.19 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this RFP will contain Part I—The schedule, Part II—Contract Clauses, and Part III, Section J—List of Documents, Exhibits, and Other Attachments.

L.20 DOE ISSUING OFFICE

U.S. Department of Energy
EM Consolidated Business Center
250 E 5th Street, Suite 500
Cincinnati, OH 45202
POC: Tamara L. Miles, Contracting Officer
Telephone: (513) 246-1367
Facsimile: (513) 246-0529
E-mail: tamara.miles@emcbc.doe.gov

L.21 FALSE STATEMENTS

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

L.22 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS

The Government does not intend to reimburse offerors for proposal preparation and submission costs.

L.23 AMENDMENT OF THE SOLICITATION

The only method by which any term of the RFP may be modified is by an express, formal amendment to the solicitation generated by the issuing Contracting Officer. No other communication made at any scheduled conference or subsequent discussions, whether oral or in writing will modify or supersede the terms of the RFP.

L.24 COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

L.25 NOTICE OF LABOR PROVISIONS

(A) The Offeror should note that this solicitation includes in the proposed contract, clauses requiring the listing of employment openings with the local office of the Federal-State employment service system where a contract award is for \$10,000 or more. (See clauses "Affirmative Action for Special Disabled and Vietnam Era Veterans" and "Affirmative Action for Handicapped Workers.")

(B) General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-333), and the Service Contract Act of 1965 (41 U.S.C. 351-358) may be obtained from the Department of Labor, Washington, D.C., 20310, or from any regional office of that agency. Requests for information should include the RFP number, the name and address of the issuing agency, and a description of the supplies or services.

L.26 RESPONSIBLE PROSPECTIVE CONTRACTORS

(A) The general and additional minimum standards for responsible prospective contractors set forth at 48 CFR 9.1 and 48 CFR 909.104-70 apply.

(B) DOE may conduct pre-award surveys in accordance with FAR 9.106 and may solicit from available sources, any relevant information concerning the Offeror's record of past performance, and DOE may use such information in making determinations of prospective contractor responsibility.

L.27 DISPOSITION OF PROPOSALS OR BIDS

Proposals or bids will not be returned (except for timely withdrawals). Proposals not required for official record retention will be destroyed.

L.28 DISPOSITION OF SOLICITATION DOCUMENTS

Drawings, specifications, and other documents supplied with the Solicitation may be retained by the Offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

L.29 NOTICE OF POSSIBLE USE OF NON-FEDERAL EVALUATORS

Offerors are notified that DOE may employ non-Federal evaluators (including employees of DOE contractors) to evaluate proposals submitted in response to this solicitation. All such non-Federal evaluators are required to sign appropriate non-disclosure and conflict of interest statements prior to any such engagement. By submission of Offers under this solicitation, Offerors are deemed to have consented to a review by non-Federal evaluators.

L. 30 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below:

See Clause L.5, Proposal Preparation Instructions: Cost Proposal

L.31 QUESTIONS ON SOLICITATION

Offerors and interested parties are invited to submit questions regarding this solicitation process to the Contracting Officer at orp@emcbc.doe.gov. Questions will be answered on a periodic basis, and answers will be posted on the web page. All questions shall only be submitted to above email address; questions will not be answered if submitted to any other email address. **Questions submitted more than 7 calendar days after issuance of the solicitation may not be answered and may not be a basis for amending this solicitation.**

L.32 OFFEROR INTENTION TO SUBMIT AN OFFER

As an optional courtesy to DOE, Offerors are requested to complete the following and return via email to the address below within fifteen days of the official release date of the final solicitation. Failure to provide this advance notification **does not** preclude an Offeror from submitting an offer under this solicitation.

Solicitation Number DE-RP27-09RV15051

_____ We do intend to submit an offer.

_____ We do not intend to submit an offer for the following reasons:

Name and address of firm or organization (Include Zip Code):

(Include information on significant teaming partners)

Name and Title: _____

Date: _____

E-Mail To: tamara.miles@emcbc.doe.gov

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-1 – RESUME FORMAT

Name:

Proposed Position with Offeror:

Key Duties and Responsibilities in Proposed Position:

Current Position and Employer:

Length of Employment:

Supervisor:

Address and Telephone Number:

(Identify employers, position titles, dates of employment, specific duties and responsibilities. Provide written resumes that describe relevant experience. The resumes shall describe how work experience relates to 222-S LAS&T issues and capability to function effectively in his/her proposed 222-S LAS&T team position.)

Relevant Experience: (Current and at least two (2) previous employers or positions)

Leadership: (Identify specific examples of demonstrated leadership as opposed to just leadership positions held.)

Suitability and capability to perform the PWS:

Education:

(Identify institution, degree earned, dates or state “no degree” if applicable)

Professional Development and Achievements:

(Identify professional memberships, special training, professional registrations, etc.)

References [provide three (3)]:

(Name, title, company/organization, address, phone number)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-2 – LETTER OF COMMITMENT

Letter of Commitment (Instructions: Attach to each resume a complete, signed copy.)

Position:

Individual proposed for the position:

(print name)

I _____(print name) attest that the statements set forth in the attached resume submitted as part of the proposal are true and correct.

If the Offeror is awarded the contract, I commit to working in the position identified above for the duration of the contract base period.

Signature

Date

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-3 – PAST PERFORMANCE REFERENCE INFORMATION FORM

Name of Offeror: _____

Name of parent company contract awarded to if different from Offeror: _____

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 description of any problems encountered and their resolution.):

Small Disadvantaged Business Participation (Include negotiated goals and actual performance in achieving goals.):

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-4 – ES&H PAST PERFORMANCE FORM

(Minimum information required for each member of Offeror's team, unless not applicable. If not applicable, provide explanation as to why the requested information does not apply. If "zero," enter "0.")

<i>Fiscal Year or Calendar Year</i>	2004	2005	2006	2007	2008	2009 YTD
(1) Number of Workplace Fatalities – <i>all employee workplace fatalities, including subcontractors under your control.</i>						
(2) Lost Workday Case (LWC) Rate – <i>number of lost workday cases per 200,000 hours worked.</i>						
(3) Total Recordable Case (TRC) Rate – <i>number of recordable cases per 200,000 hours worked.</i>						
(4) Experience Modification Rate (EMR) – <i>workers compensation loss experience rate.</i>						
(5) Cited Environmental Violations – <i>number and total dollar amount of environmental violations and penalties cited in enforcement actions.</i>						
(6) Cited Safety and Health Violations – <i>number and total dollar amount of safety and health violations and penalties cited in enforcement actions; e.g., NRC, Price-Anderson, Federal and/or State OSHA violations, and/or any other enforcement actions.</i>						
(7) Releases to the Environment – <i>number of releases or a hazardous substance or regulated pollutant that exceeds CERCLA reportable quantity per 40 CFR 302 and 40 CFR 355.</i>						
(8) Environmental Permit Exceedances – <i>number of exceedances of air and water permit release levels not reported under (7) above.</i>						

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-5 – PAST PERFORMANCE LETTER AND QUESTIONNAIRE

Past Performance Letter

Date

Dear: _____

The Department of Energy (DOE) is asking for your assistance in a procurement effort. _____ is participating in a proposal for a DOE contract. We are asking you to complete the attached questionnaire to help us evaluate _____'s performance.

Please use the following definitions to provide your ratings:

0 - Unsatisfactory - The contractor failed to meet the minimum contract requirements.

1 - Poor - Performance was less than expected. The contractor performed below minimum contract requirements.

2 - Satisfactory - Performance met expected levels. The contractor met the minimum contract requirements.

3 - Good - Contractor performance exceeded expected levels. The contractor performed above minimum contract requirements and displayed a thorough understanding of contract requirements.

4 - Excellent - Contractor performance substantially exceeded expected levels of performance. The contractor consistently performed above contract requirements, displayed an overall superior understanding of contract requirements, and used innovative approaches leading to enhanced performance.

NA - Not applicable

DK - Don't know. No knowledge available to rate this question.

**ATTACHMENT L-5 Continued
PAST PERFORMANCE LETTER AND QUESTIONNAIRE**

Please feel free to provide an explanatory narrative under REMARKS. If more space is needed, please attach additional pages.

We greatly appreciate your time and assistance in completing this questionnaire.

Please return the completed questionnaire by _____ to:

U.S. Department of Energy
EM Consolidated Business Center
250 E 5th Street, Suite 500
Cincinnati, OH 45202
Attn: Ms. Tamara Miles

**ATTACHMENT L-5 -- Continued
PAST PERFORMANCE LETTER AND 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, use cost efficiencies, perform within estimated costs, submit reasonably priced change proposals, and provide timely, current, accurate and complete billing?

0 1 2 3 4 NA DK

Was the contractor's Environmental Safety & Health (ES&H) programs 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 provide an effective and efficient transition from the previous contractor?

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

**ATTACHMENT L-5 -- Continued
PAST PERFORMANCE LETTER AND QUESTIONNAIRE**

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:

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-6 – LIST OF TERMINATED CONTRACTS

<u>Client Name</u>	<u>Contract #</u>	<u>Client Point of Contact (POC)</u>	<u>POC Contact Info (address, phone, e-mail)</u>	<u>Performance Period</u>
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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS
ATTACHMENT L- 7 REQUIRED COST TEMPLATES

This Attachment is an MS Excel file provided separately.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS
ATTACHMENT L-8 DIRECT LABOR HOURS WORKSHEET

This Attachment is an MS Excel file provided separately.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L- 9 HISTORICAL COST INFORMATION

This Attachment is an MS Excel file provided separately.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-10 – RESERVED

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-11 PERFORMANCE GUARANTEE AGREEMENT

*****ONLY TO BE COMPLETED IF OFFEROR IS A JOINT VENTURE, LIMITED LIABILITY COMPANY, OTHER SIMILAR ENTITY OR A NEWLY FORMED ENTITY**

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract _____ for the provision of protective force security services at the Savannah River Site (the "Contract") dated _____, by and between the Government and _____ (Contractor), the undersigned, _____ (Guarantor), a corporation incorporated in the State of _____ with its principal place of business at _____ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy,

reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on (date) _____.

NAME OF CORPORATION

NAME AND POSITION OF OFFICIAL EXECUTING PERFORMANCE GUARANTEE AGREEMENT ON BEHALF OF GUARANTOR

ATTESTATION INCLUDING APPLICATION OF SEAL BY AN OFFICIAL OF GUARANTOR AUTHORIZED TO AFFIX CORPORATE SEAL

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**ATTACHMENT L-12 COST QUESTIONS FOR THE OFFEROR**

The Offeror shall provide the supporting data and responses to all questions and review the proposal to ensure it is accurate, complete and explain the methodology and the basis of estimate. Subcontractors shall provide cost proposals and adhere to the cost proposal instructions (see Section L.5). Consultants are not required to prepare a proposal, but the Offeror must clearly identify the cost proposed for each consultant.

1. Identify the cognizant Defense Contract Audit Agency Office (DCAA).

2. For planning purposes, has DCAA reviewed the accounting system to determine adequacy? Yes ___ No ___ If yes, When? If available, provide a copy of DCAA's report addressing accounting system adequacy.

3. Productive man/person-year represents the hours actually worked during the year less leave (i.e., 2080 yearly less holidays, vacation and other leave). What is the number of hours proposed for direct productive man/person year used? Explain.

3. Discuss whether any premium pay differentials (i.e., overtime and shift pay) are proposed.

4. What is the estimated yearly usage of paid overtime?

5. What type of labor rate is proposed for paid overtime? Explain Straight ___ Premium ___

6. Did the Offeror propose part time personnel? Yes ___ No ___ If yes, identify the labor categories and the number of personnel.

7. Provide the most recent financial statements for the last three accounting periods. Yes ___ No ___

8. Did the Offeror waive the facilitates capital cost of money entitlement outlined in FAR 52.215.17? Yes ___ No ___ Explain?

9. Provide the detailed data identifying the cost elements, base, and pool for each indirect rate calculation. The Offeror should clearly explain the basis of the estimate.
10. Is the offer based upon the creation of a new cost center or a joint venture entity? Explain ?
11. Provide a description of the accounting system it proposes to use for this requirement?
12. How many executive, managers and supervisors have been proposed ? Please ensure that it is consistent with those persons in the technical proposal
13. Identify the executives, managers and supervisors? . What are the base labor rates for the each person?
14. Discuss the bases of the labor rates for all labor categories.
15. Were bonuses and awards considered in the proposed price?. Explain the plans, approach, process and costs, if applicable?
16. Are the total proposed cost summary in Volume III consistent with the offer in Section B, including costs for each period of performance/ transition/ line item and options? This question is applicable to the Offeror only.
17. Do the proposed costs exceed the funding profile? If so, please explain.
18. Has the Offeror provided its basis of estimate, including assumptions, estimating methods, etc.?