PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
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L.1 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 (CO) 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 these addresses:

https://www.acquisition.gov/browse/index/far/

Table L-1. Provisions

<table>
<thead>
<tr>
<th>Provision No.</th>
<th>FAR/DEAR Reference</th>
<th>Title</th>
<th>Fill-In Information; See FAR 52.104(d)</th>
</tr>
</thead>
<tbody>
<tr>
<td>K.1</td>
<td>52.204-7</td>
<td>System for Award Management (Oct 2016)</td>
<td></td>
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<tr>
<td></td>
<td>52.204-16</td>
<td>Commercial and Government Entity Code Reporting (Jul 2016)</td>
<td></td>
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<td>52.204-18</td>
<td>Commercial and Government Entity Code Maintenance (Jul 2016)</td>
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<tr>
<td></td>
<td>52.214-34</td>
<td>Submission of Offers in the English Language (Apr 1991)</td>
<td></td>
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<td>52.214-35</td>
<td>Submission of Offers in U.S. Currency (Apr 1991)</td>
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<td>M.1, L.8, L.9, L.14, L.15</td>
<td>52.215-1</td>
<td>Instructions to Offerors – Competitive Acquisition (Jan 2017)</td>
<td></td>
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<tr>
<td></td>
<td>52.215-20</td>
<td>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost of Pricing Data (Oct 2010) – Alt IV (Oct 2010)</td>
<td>Alt IV: (d) See Section L.15, Proposal Preparation Instructions, Volume III – Cost and Fee Proposal</td>
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<tr>
<td></td>
<td>52.215-22</td>
<td>Limitations on Pass-Through Charges Identification of Subcontract Effort (Oct 2009)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>52.222-5</td>
<td>Construction Wage Rate Requirements – Secondary Site of the Work (May 2014)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>52.222-23</td>
<td>Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)</td>
<td>(b) Minority Goal: 5.4%; Female Goal: 6.9%</td>
</tr>
</tbody>
</table>
Table L-1. Provisions

<table>
<thead>
<tr>
<th>Provision No.</th>
<th>FAR/DEAR Reference</th>
<th>Title</th>
<th>Fill-In Information; See FAR 52.104(d)</th>
</tr>
</thead>
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<tr>
<td></td>
<td></td>
<td></td>
<td>(e) Richland, Benton County, WA</td>
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<tr>
<td>L.9</td>
<td>52.222-24</td>
<td>Pre-Award On-Site Equal Opportunity Compliance Evaluation (Feb 1999)</td>
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<td>L.23</td>
<td>52.225-10</td>
<td>Notice of Buy American Requirement—Construction Materials (May 2014)</td>
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<td></td>
<td>52.237-1</td>
<td>Site Visit (Apr 1984)</td>
<td></td>
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<td></td>
<td>52.250-2</td>
<td>SAFETY Act Coverage Not Applicable (Feb 2009)</td>
<td></td>
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<tr>
<td></td>
<td>952.233-4</td>
<td>Notice of Protest File Availability (Aug 2009)</td>
<td></td>
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<tr>
<td></td>
<td>952.233-5</td>
<td>Agency Protest Review (Sep 1996)</td>
<td></td>
</tr>
</tbody>
</table>

L.2  FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a performance based Contract that includes Cost-Plus Award Fee (CPAF) and Cost Reimbursable (CR) (non-fee bearing) Contract Line Item Numbers (CLIN) resulting from this solicitation.

L.3  DOE-L-2017 Expenses Related to Offeror Submissions (Oct 2015)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

L.4  DOE-L-2022 Alternate Bid/Proposal Information – None (Oct 2015)

Alternate bid/proposals are not solicited, are not desired, and will not be evaluated.

L.5  DOE-L-2024 Notice of Intent – Use of Non-Federal Evaluators and Advisors (Oct 2015)

The Government may utilize non-federal evaluators and/or advisors or other non-federal support personnel for evaluating proposals received in response to this solicitation. Such personnel shall be required to sign nondisclosure agreements and to comply with personal and organizational conflicts of interest requirements in accordance with the Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) 915.207-70(f)(5) and (6). Under the statutes governing procurement integrity, these non-federal personnel may not disclose any information learned by participating in this acquisition. See the Procurement Integrity Act, 41 U.S.C. §§ 2101-2107.
L.6  DOE-L-2025 Intention to Bid/Propose (Oct 2015)

In order to facilitate the efficiency of the Government’s solicitation and award process through advance information on the anticipated number of Offers, potential Offerors are requested to submit the name, address, and telephone number of its firm or organization and any subcontractors via email to 222_SLab@emcbc.doe.gov no later than 28 calendar days prior to the proposal due date. If the bid/proposal is to be submitted by a teaming arrangement, the Offeror is requested to submit the above information for all members of the proposing team.

L.7  DOE-L-2015 Offer Acceptance Period (Oct 2015)

The Offeror’s proposal shall be valid for 12 months (365 calendar days) after the required due date for proposals.


Alternate I and Alternate II (Oct 2015)

(a) Definitions.

(1) Offeror. The term “Offeror,” as used in this Section L, refers to the single entity submitting the proposal. The Offeror may be a single corporation or a “contractor team arrangement” as defined in FAR 9.601 (for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement). The Offeror may be an existing or newly formed business entity for the purposes of competing for any contract resulting from this solicitation. If the Offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)

(2) Critical subcontractor. A “critical subcontractor” is a subcontractor performing work within any of the following performance work statement (PWS) sections:

C.2.1, Analytical Operations, who is anticipated to perform 30 percent or more of the total estimated cost of C.2.1 over the contract period.

C.2.2, Facility Operations, who is anticipated 30 percent or more of the total estimated cost of C.2.2 over the contract period.

C.3.2, Environmental, Safety & Health, who is anticipated to perform 30 percent or more of the total estimated cost of C.3.2 over the contract period.

A critical subcontractor is also any subcontractor that will perform work that is incorporated into the Offeror’s Technical Approach and that the prime Offeror considers critical to enhance its team’s technical approach, or ability to meet delivery requirements.

(b) Availability of the solicitation, amendments, and other documents-electronic media.

(1) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost-effective, electronic media will be used for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at https://www.fedconnect.net. This electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this
medium. Offerors and all other interested parties are responsible to maintain continual surveillance of the website to remain abreast of the latest available information (offerors and other interested parties are encouraged to utilize the website’s “Notifications” feature).

No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

(2) The solicitation, amendments, reference documents, and other communications are also available through the Environmental Management Consolidated Business Center (EMCBC) procurement website at https://www.emcbc.doe.gov/SEB/222S_Lab/. Sensitive information such as “Official Use Only” information will require the Offeror to complete and return a nondisclosure agreement as instructed on the procurement website.

(c) Submission of proposals.

(1) The Offeror must be registered in FedConnect at https://www.fedconnect.net. The Offeror must also be registered in the System for Award Management at https://sam.gov/portal/SAM/#1.

(2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, Solicitation, Offer and Award, in Section A of this solicitation and other provisions of Section L. It is imperative that the Offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than the date and time specified in Standard Form 33, Solicitation, Offer and Award, in Section A of this solicitation. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the Offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its website. Subcontractor submissions of proprietary information may provide a password protected document file to the prime and share the password with the CO. The subcontractor proposal must adhere to the proposal due date/time in the solicitation and be submitted by the prime Offeror via FedConnect.

(3) Electronic submission of a proposal via FedConnect shall be required; however, the original, signed, hard copy submission of the proposal shall be considered the Offeror’s official offer and will be considered binding.

(4) In addition to the electronic submissions of the Offeror’s proposal via FedConnect, the Offeror shall submit the required number of paper and USB flash drive copies of each proposal volume as indicated below. The content in the paper and USB flash drive copies shall be identical to the content of the FedConnect submission. The only exceptions are as follows:

(i) Financial statements, annual report(s) and financial capability information (required by Section L, L.15 (q)), which shall be included in the electronic submission via FedConnect and USB flash drive copies and the signed original only, but are not required to be included in the additional paper copies.

(ii) The tabs entitled “Estimating Flat File” and “Sub Estimating Flat File” included in Attachment L-6, Cost Detail Worksheets and Attachment L-6a, Critical Subcontractor Cost Detail Worksheets, shall only be included in the electronic submission and USB flash drive copies. No paper (original or copy) submittal is required. The electronic version of the tabs
entitled, “Estimating Flat File” and “Sub Estimating Flat File” included in Attachment L-6, Cost Detail Worksheets and Attachment L-6a, Critical Subcontractor Cost Detail Worksheets, submitted through FedConnect, will constitute part of the binding offer.

The paper copies shall be submitted no later than the proposal due date, as follows:

MAIL TO (see table below for number of hard and USB flash drives copies):

**U.S. Department of Energy, Hanford**
Attention: George Champlain
2430 Stevens Center Place, Suite 258
Richland, WA 99354

Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY RFP NO. 89303318REM000012

Phone: (509) 376-6678

**U.S. Department of Energy, EMCBC**
Attention: Bill Hensley, Contracting Officer
250 E. 5th Street STE 500
Cincinnati, OH 45202

Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY RFP NO. 89303318REM000012

Phone: (513) 246-0061

**Note:** Offerors delivering proposals via hand-carry or Express Mail to the above address should arrange for delivery Monday through Thursday between the hours of 8:30 a.m. – 4:00 p.m. Pacific Time (PT) for Hanford Site deliveries and between the hours of 8:30 a.m. – 4:00 p.m. Eastern Time (ET) for EMCBC deliveries. Offerors shall contact the CO, Bill Hensley, via telephone at (513) 246-0061 or email at 222_Slab@emcbc.doe.gov in advance to advise of the anticipated delivery location, date and time.

In addition, Offerors shall provide USB flash drives that are clearly labeled with Offeror’s name, the Request for Proposal (RFP) Number, Volume Number, and the copy number. The proposals provided in electronic media are provided for Source Evaluation Board evaluation convenience only. In the event of a conflict, the hard copy material takes precedence over the electronic submissions.

The original proposal shall contain signed originals of all documents requiring signatures by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal. The original, signed, hard copy submission of the proposal shall be considered the Offeror’s Official Offer and will be considered binding.
Table L-2. Proposal Submission Specifications

<table>
<thead>
<tr>
<th>Proposal Volume – Title</th>
<th>Number of Hard Copy Proposals Required (HANFORD)</th>
<th>Number of Hard Copy Proposals Required (EMCBC)</th>
<th>Number of USB Flash Drives Required (HANFORD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volume I – Offer and Other Documents</td>
<td>1 copies</td>
<td>1 signed original and 2 copies</td>
<td>3</td>
</tr>
<tr>
<td>Volume II – Technical and Management Proposal</td>
<td>6 copies</td>
<td>1 signed original and 2 copies</td>
<td>9</td>
</tr>
<tr>
<td>Volume III – Cost and Fee Proposal</td>
<td>4 copies</td>
<td>1 signed original and 2 copies</td>
<td>8</td>
</tr>
</tbody>
</table>

(d) Solicitation instructions and proposal information.

(1) Proposals are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless set forth in the proposal. This applies even if the Offeror has existing contracts with the Federal Government, including DOE.

(2) These instructions are not evaluation factors. Evaluation factors are set out in Section M, Evaluation Factors for Award, of this solicitation. However, failure to provide the requested information may make an Offeror ineligible for award or adversely affect the Government's evaluation of an Offeror’s proposal. In addition, a proposal will be eliminated from further consideration if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the material requirements of the solicitation, or if it clearly demonstrates that the Offeror does not understand the requirements of the solicitation.

(e) Proposal volumes and page limitations.

(1) The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:

(i) Volume I, Offer and Other Documents - no page limit.
(ii) Volume II, Technical and Management Proposal - see page limitation identified in each factor.
(iii) Volume III, Cost and Fee Proposal - no page limit.

(2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth below for Volume II, unless otherwise stated. The following do not count toward the page limitations: Table of Contents, title pages, glossary, divider tabs, blank pages, and the Cross-reference Matrix. Those pages that exceed the limits set forth in each factor below will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.
Except as may be provided elsewhere in the solicitation (including paragraph (f)(2) below), Offerors shall not cross reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All cost and pricing information shall be submitted and addressed only in Volume III, Cost and Fee Proposal, unless otherwise specified.

(f) Proposal specifications.

(1) Table of Contents. Each volume shall contain a Table of Contents and a Glossary of Abbreviations and Acronyms. The Table of Contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.

(2) Cross-reference Matrix. The Offeror shall provide a Cross-reference Matrix, which correlates the proposal by page and paragraph number to the PWS, Section L, Instructions, Conditions, and Notices to Offerors, and Section M, Evaluation Factors for Award. The Cross-reference Matrix shall be inserted immediately following the Table of Contents of the corresponding volume of the Offeror’s proposal.

(3) Page size. Page size shall be 8½×11 inches for text pages, excluding foldouts. When 8½×11 inch pages contain text on both front and back, this is considered two pages. Page size for foldouts shall not exceed 11×17 inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages shall fold entirely within the volume in which it appears. When 11×17 inch pages are used, this is considered two pages; if tables and graphics are on both front and back, this is considered four pages. Tables of contents, lists of figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page. Use of 11×17 binders for the Volume III, Cost and Fee Proposal is permitted.

(4) Print type. Text shall be 12 point or larger, single spaced, using Times New Roman font type. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 10 point or larger using Times New Roman font type. Two columns of text per page and use of boldface type are acceptable. Print type used in completing forms attached to this RFP as Microsoft Word, Access, or Excel documents should not be changed from the styles used in the attachments.

(5) Page margins. Page margins for text pages and foldouts shall be a minimum of one inch at the top, bottom, and each side. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the Offeror; and, as applicable, page numbers, line numbers, and the legend in accordance with paragraph (e)(2), restriction on disclosure and use of data, of the provision at FAR 52.215-1, Instructions to Offerors-Competitive Acquisition. This is the only information that can be displayed within the margins. Two columns of text per page and use of boldface type for paragraph headings are acceptable.

(6) Page numbering. All pages shall be sequentially numbered by volume.

(7) Line numbering. All lines of text within Volume II, Technical and Management Proposal, shall be sequentially numbered by page.

(8) File format. Files submitted shall be readable and searchable using Microsoft Word, Excel, or Adobe portable document format (must be in a searchable format, not scanned) except the following specific Volume III files:
(i) Electronic copies of financial statements and Annual Reports shall be submitted in portable document format (PDF).

(ii) Any proprietary software utilized in preparation of proposal information shall be provided along with licenses required to allow operation of the proprietary software. Any files provided in accordance with this section shall be in the native format.

The files shall not be password protected or contain other security restraints unless access information is provided.

(9) Binding and labeling of hard copies. Each volume shall be separately bound in three-ring loose-leaf binders. Cost proposals may be submitted in three-ring binders of any size up to 11\times17. Staples shall not be used. The outside front cover of each binder shall indicate the Contractor’s Name, the RFP Number, the title of the RFP, and the copy number (i.e., sequentially number the required copies with the original being copy Number 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.

(g) Classified information. The Offeror shall not provide any classified information in response to this solicitation.

(h) Questions.

(1) Questions regarding this solicitation must be submitted to 222_Slab@emcbc.doe.gov no later than February 28, 2019. If DOE has not acknowledged receipt of submitted questions within three business days, the Offeror may contact the CO to confirm receipt of questions. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on the Procurement Website as soon as practicable. DOE will make every effort to have all questions answered at least two weeks before the proposal submission date. The Government will not identify prospective Offerors submitting questions. Offerors must check the Procurement Website periodically to ascertain the status of answers to questions.

(2) This Solicitation is considered complete and adequately describes the Government’s Requirements. If an Offeror believes that there is an error in the Solicitation, or an omission, the Offeror shall submit a question via email at 222_Slab@emcbc.doe.gov.

(i) 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.

(j) Examination of data. By submission of a proposal, the Offeror grants to the CO, or an authorized representative of the CO, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the CO prior to Contract Award.

(k) Commitment of public funds. The CO is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.

(l) Content of resulting contract. Any contract awarded as a result of this Solicitation will contain the following sections of the Solicitation: Part I - The Schedule; Part II - Contract Clauses; Part III, Section J - List of Documents, Exhibits and Other Attachments; and Part IV, Section K -
Representations, Certifications, and Other Statements of Offerors, will be incorporated into the contract by reference.

(m) Allowable Salary for Key Personnel: Award of the Contract, as proposed, does not constitute a determination of allowability of key personnel salaries contained in the successful offer.


(a) Cover letter. The Offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.

(b) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by Offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill in information in a contract clause, the Offeror shall submit only those pages that require input of information or a signature. Those specific areas are:

Section B:
(1) B.2, Table B-2, “Contract Cost and Fee”
(2) B.5, Tables B-3a, B-3b, and B-3c, “Contract Cost and Fee by Fiscal Year”

Section H:
(3) H.16, DOE-H-2017, Responsible Corporate Official and Corporate Board of Directors (Oct 2014)
(4) H.27, DOE-H-2052, Representations, Certifications, and Other Statements of the Offeror (Oct 2014)
(6) H.37, DOE-H-2070, Key Personnel – Alternate I (Oct 2014)

Section I:
(7) FAR 52.223-3, Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)
(8) DEAR 952.227-82, Rights to Proposal Data (Apr 1994)

(c) Standard Form 33, Solicitation, Offer and Award – one signed original of the Standard Form (SF) 33 must be provided in addition to a copy for each set of the Volume I.

(1) The person signing the SF 33 must have the authority to commit the Offeror to the terms and conditions of the resulting contract, Sections A - J. By signing and submitting the SF 33, the Offeror commits to accept the resulting Contract as contained in the solicitation, unless an exception or deviation to the terms and conditions as stated in the solicitation is explicitly stated by the Offeror in accordance with the below subsection (g), Exceptions and Deviations.
(2) The Offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF 33.

(3) The Offeror shall insert 365 calendar days in block 12 of the SF 33 in accordance with Section L, Provision L.7, *DOE-L-2015 Offer Acceptance Period (Oct 2015)*.

(d) Administrative information. Offerors shall provide the following information:

(1) Solicitation number (reference paragraph (c)(2)(i) of the Section L provision at FAR 52.215-1, *Instructions to Offerors - Competitive Acquisition*).

(2) Offeror name. Name, address, telephone and facsimile numbers, e-mail, and Data Universal Numbering System (DUNS) number of the Offeror (reference paragraph (c)(2)(ii) of the Section L provision at FAR 52.215-1, *Instructions to Offerors - Competitive Acquisition*).

(3) Authorized signatory. Name and title of person authorized to sign the proposal (reference paragraph (c)(2)(v) of the Section L provision at FAR 52.215-1, *Instructions to Offerors - Competitive Acquisition*).

(4) Negotiators. Name(s), title(s), telephone and email address of persons authorized to negotiate on the Offeror's behalf (reference paragraph (c)(2)(iv) of the Section L provision at FAR 52.215-1, *Instructions to Offerors - Competitive Acquisition*).

(5) Government agency administration. Government agency(ies) and name of its representative(s) having administrative cognizance over the Offeror or parent company within the meaning of FAR subpart 42.3, *Contract Administration Office Functions*, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.

(e) Subcontractors and other entities.

(1) Name, address, and DUNS number for all proposed, named subcontractors as defined in Section L, paragraph L.8 (a)(2).

(2) If the Offeror is a joint venture, limited liability company, limited liability partnership, or other similar entity (multi-member, shared ownership) provide:

   (i) Name, address, and DUNS of the parent or member company(ies) of the Offeror - joint venture members, limited liability company members, limited liability partnership members, etc.; and

   (ii) Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after any contract award, that describe the business arrangement between the members, including the identity of the one member/partner who has the majority interest in the Offeror.
(f) Representations and certifications.

(1) If the Offeror has completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8, Annual Representations and Certifications, and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the Offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the Offeror shall submit those changes in accordance with FAR 52.204-8. The Offeror shall also complete any additional representations, certifications, or other statements required in this solicitation's Section K, Representations, Certifications, and Other Statements of the Offeror.

(2) If the Offeror has not completed the annual representations and certifications electronically via the System for Award Management, the Offeror shall complete and provide all of the representations, certifications, and other statements of the Offeror as required in this solicitation's Section K, Representations, Certifications, and Other Statements of Offerors.

(g) Exceptions and deviations.

(1) Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. The Offeror shall specifically identify and fully explain any proposed exception to or deviation from the terms and conditions of the solicitation. Any proposed exceptions or deviations must identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall be repeated in the other volumes to which the deviation or exception applies, Volumes II and III. Only exceptions or deviations specifically identified in this section, if accepted by the Government, will take precedence of the terms and conditions of the solicitation.

(2) Any exceptions or deviations by the Offeror to the terms and conditions stated in the solicitation for the resulting contract may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.

(h) Facility Clearance verification.

The Offeror shall submit the U.S. Department of Defense (DoD) Commercial and Government Entity (CAGE) code, or DOE or Nuclear Regulatory Commission (NRC) Facility Clearance number for the Offeror, subcontractors, and team members who will perform work under a contract resulting from this solicitation. If the Offeror, or any of its subcontractors or team members, does not possess such a CAGE code or DOE/NRC Facility Clearance number, the Offeror, subcontractor, and/or team member shall submit the information required by the provision at DEAR 952.204-73, Facility Clearance, found elsewhere in this Section L. Further information is available at https://foci.anl.gov.

All Offerors, their subcontractors (if applicable), or team members that do not possess a CAGE code or DOE/NRC Facility Clearance number, shall complete the required entries into the DOE Foreign Ownership, Control, or Influence (FOCI) Electronic Submission System (ESS) located at https://foci.anl.gov/. Use of the DOE FOCI ESS is mandatory for all Offerors, subcontractors (if applicable), and/or team members that do not possess a Facility Clearance.
Offerors are encouraged to transmit FOCI information well before the deadline for proposal submission. Under the DOE FOCI ESS, electronic signatures cannot be accepted; thus, the signed original SF 328 executed in accordance with the form’s instructions, and any other forms requiring a signature or seal shall be printed, signed, and submitted to the federal FOCI Operations Manager at the mailing address provided in the system. When filling out the New User Registration information in the DOE FOCI ESS, select “Office of River Protection” as the FOCI Office that will review your submission for this solicitation when it is completed. Include the solicitation name and number in the “Reason for Request” field.

If additional explanation or interpretation is required by DOE regarding the submitted FOCI information, this will be handled as clarifications or communications with Offerors, in accordance with Subsections (a) and (b) of FAR 15.306, Exchanges with Offerors after receipt of proposals.

(i) Performance guarantee agreement.

The Offeror shall provide the Performance Guarantee Agreement in accordance with the clause DOE-H-2016, Performance Guarantee Agreement. See Section L, Attachment L-1, Performance Guarantee Agreement, for form and text of the required Performance Guarantee Agreement.

(j) Responsible Corporate Official.

The Offeror shall provide the name of the responsible corporate official and other information related to the corporate board of directors in accordance with the clause DOE-H-2017, Responsible Corporate Official and Corporate Board of Directors.

(k) Organizational conflicts of interest (OCI).

The Offeror, including, but not limited to, each entity participating in a joint venture, limited liability company (LLC), or teaming agreement thereof as defined in FAR 9.601, as well as any subcontractor(s), shall provide a fully executed Section K, Provision K.7, Organizational Conflicts of Interest Disclosure, and any necessary statements required by the provision. If the Offeror believes there is an existing or potential OCI (not identified per the performance restrictions described in the Section H Clause entitled, Organizational Conflict of Interest Between Hanford Site Contracts), the Offeror shall submit an appropriate Organizational Conflict of Interest Management Plan with its proposal in accordance with the requirements of the Section H, Clause H.22, DOE-H-2035 Organizational Conflict of Interest Management Plan. If the Department requires additional explanation or interpretation regarding the proposed Organizational Conflict of Interest Management Plan for evaluation purposes, this would be handled as clarifications or communications with Offerors, in accordance with Subsections (a) and (b) of FAR 15.306, Exchanges with Offerors after receipt of proposals.
Pursuant to FAR 9.5, *Organizational and Consultant Conflicts of Interest*, DOE has evaluated the 222-S Laboratory Contract (222-S) for potential OCI and has determined that the 222-S scope of work will create an actual OCI between the contractor performing the current Mission Support Contract (MSC) work, or any future contract with the same scope. DOE has further determined that the OCI cannot be neutralized or mitigated.

To avoid the OCI, DOE has determined that the 222-S Contractor and its team members, as defined in FAR 9.6, *Contractor Team Arrangements*, may not be concurrently performing the work scope under the MSC awarded in 2009; and not concurrently:

(1) A prime contractor for the Hanford Mission Essential Services Contract (HMESC), the MSC’s successor contractor; or

(2) An HMESC (or successor contractor) subcontractor performing work in any of the following conflicted areas: a) Safeguards and Security; b) Emergency and First Responders; c) Information Technology and Management; d) Portfolio Analysis, Project Support, and Independent Assessment; and e) Environmental Integration and Environmental Compliance Support.

This Contract limitation applies to any parent companies or affiliates of the prime contractors and subcontractors described above in the preceding numbered paragraphs. In submitting its offer, the Offeror agrees to the above restriction. (See also Section H, Clause H.57 entitled, *Organizational Conflict of Interest Between Hanford Site Contracts.*) It will be the responsibility of the Offeror, including subcontractors, to adequately demonstrate compliance within the proposal submission to the OCI requirements and associated performance restrictions. If the Offeror, including subcontractors, are not in compliance at the time of proposal submission, the Offeror shall submit an Organizational Conflict of Interest Management Plan demonstrating how the Offeror will achieve compliance by the initial Contract NTP. In submitting its offer, the Offeror agrees to the performance restrictions described in the Section H, clause H.57, *Organizational Conflict of Interest Between Hanford Site Contracts*. It will be the responsibility of the Offeror, including subcontractors, to adequately demonstrate compliance within the proposal submission to the OCI requirements and associated performance restrictions. If the Department requires additional explanation or interpretation regarding the proposed *Organizational Conflict of Interest Management Plan* for evaluation purposes, this would be handled as clarifications or communications with Offerors, in accordance with subsections (a) and (b) of FAR 15.306, *Exchanges with Offerors After Receipt of Proposals*.

(l) Organizational Conflicts of Interest – Affiliate(s).

For purposes of proposal preparation, potential prime contractor agreements with subcontractors, as defined by FAR Subpart 9.601(2), for any subcontractor that is an affiliate of the prime contractor, may create an impermissible impaired objectivity organizational conflict of interest (OCI). Absent sufficient specific measures to neutralize or avoid the existence of an OCI as demonstrated in an Organizational Conflict of Interest Management Plan per the instructions above in paragraph (l), proposing an affiliate subcontract relationship, as either a critical or non-critical subcontractor, will disqualify an Offeror, thereby making the Offeror ineligible for award.
(m) Equal opportunity compliance.

The Offeror shall provide all of the information required to perform a pre-award onsite equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number, and point of contact for the Equal Employment Opportunity Commission. This information shall be provided for the Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601, as well as any named subcontractor(s).

(n) Earned Value Management System Documentation.

The Offeror shall provide the Earned Value Management System documentation required under Section K, Provision K.6, DOE-K-2001, Notice of Earned Value Management System.

**L.10 DEAR 952.204-73 Facility Clearance (Aug 2016)**

**Notices**

Section 2536 of Title 10, *United States Code*, prohibits the award of a contract under a national security program to an entity controlled by a foreign Government, if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract, unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and FOCI information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

Offerors who have either a DoD or a DOE Facility Clearance generally need not resubmit the following foreign ownership information, unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DoD assigned CAGE code. If uncertain, consult the office which issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, SF 328.

(1) The Contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor's organization and access authorizations (security clearances) for Contractor Personnel working with the classified information or special nuclear material. To obtain a Facility Clearance, the Contractor must submit the SF 328, *Certificate Pertaining to Foreign Interests*, and all required supporting documents to form a complete FOCI Package. The Contractor will submit the FOCI information in the format directed by DOE. When completed, the Contractor must print and sign one copy of the SF 328 and submit it to the CO.

(2) Information submitted by the Offeror in response to the SF 328 will be used solely for the purposes of evaluating FOCI and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.
(3) Following submission of a SF 328 and prior to contract award, the Contractor shall immediately submit to the CO written notification of any changes in the extent and nature of FOCI which could affect the Offeror’s answers to the questions in SF 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI, which could affect the Offeror's answers to the questions in SF 328. Notice of changes in ownership or control, which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the US Department of Justice must also be furnished concurrently to the cognizant security office.

(b) Definitions.

(1) Foreign Interest means any of the following:

(i) A foreign Government, foreign Government agency, or representative of a foreign Government;

(ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country, other than the United States, or its possessions and trust territories; and

(iii) Any person who is not a citizen or national of the United States.

(2) FOCI means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) “Facility Clearance” means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon:

(1) A favorable FOCI determination based upon the Contractor’s response to the 10 questions in SF 328 and any required, supporting data provided by the Contractor;

(2) A contract or proposed contract containing the appropriate security clauses;

(3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;

(4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;

(5) A survey conducted no more than six months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;

(6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and
(7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.

(d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the Offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The CO may require the Offeror to submit such additional information as deemed pertinent to this determination.

(e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type of facility is identified as a non-possession facility.

(f) Except as otherwise authorized in writing by the CO, the provisions of any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in SF 328, Certificate Pertaining to Foreign Interests, directly to the prime Contractor or the CO for the prime contract.

Notice to Offerors - Contents Review (Please Review Before Submitting)

Prior to submitting the SF 328, required by paragraph (a)(1) of this clause, the Offeror should review the FOCI submission to ensure that:

(1) The SF 328 has been signed and dated by an authorized official of the company.

(2) If publicly owned, the Contractor’s most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached.

(3) A copy of the company’s articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents have been attached.

(4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the Government agency(ies) that granted or will be granting those clearances has been provided.

(5) A summary FOCI data sheet has been included.

Note: A FOCI submission must be attached for each tier parent organization (i.e., ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

(a) The Technical and Management Proposal (Volume II), consists of written information to allow Offerors to demonstrate their approach and capabilities to perform the prospective contract. The instructions contained in this and other provisions of the solicitation are provided to assist Offerors in preparing their proposals and are not evaluation factors, however failure to comply with these instructions may result in a deficient proposal. The Technical and Management Proposal will be evaluated in accordance with the evaluation factors stated in Section M, *Evaluation Factors for Award*.

(b) Offerors shall address, in the Technical and Management Proposal, those areas contained in the respective Section L provisions below. Each of these areas corresponds to the evaluation factors contained in Section M, *Evaluation Factors for Award*, of the solicitation.

(c) The Technical and Management Proposal shall comply with the requirements contained in the provision at DOE-L-2001 entitled, *Proposal Preparation Instructions*, general and other applicable provisions of the solicitation, including any required format and page limitations. Offerors shall be specific and complete in addressing the information required to be included in the Technical and Management Proposal. Offerors shall not simply offer to perform work in accordance with the PWS; rather, Offerors shall provide their specific approach and capabilities to perform the required work. Moreover, Offerors shall not merely restate the work scope and/or other solicitation requirements in its technical and management proposal.

(d) The Offeror’s proposal submission, including Volumes II and III, shall include “critical subcontractors” as defined in Section L, paragraph L.8 (a) (2).

(e) No cost or price information shall be included in the Technical and Management Proposal.


**Factor 1: Technical Approach** (*The Technical approach shall not exceed 60 pages.*)

The Offeror shall provide a detailed technical approach to paragraphs (a) - (e) below for the period of contract performance (base and option periods).

(a) Analytical operations described in Section C.2.1 and C.5.1, with an emphasis in: maintaining quality laboratory results, effective and efficient data review, timely reporting of analytical results, development of new analytical methods, addressing problematic samples, and performing analytical work in hot cells.

(b) Facility operations described in Section C.2.2 and C.5.2, with an emphasis in: work planning, scheduling, risk mitigation strategies, procurement logistics, updating and maintaining drawings; and maintaining aging facilities through strategic planning and integrating new systems or equipment into the facilities.

(c) Interface management (see Section C.3.5, *Interface Management*) with contractors, DOE, and regulatory agencies, required to maintain uninterrupted analytical and facility operations.

(d) Contract transition (see Section C.1, *Transition*) including identification of key issues that may arise during transition and potential resolution, and establishing laboratory procedures.
(e) Contractor Human Resource Management activities:

(1) Management and administration of pension and benefit plans as described in Section H, Clause H.5, DOE-H-2001 Employee Compensation: Pay and Benefits; and

(2) Management of a large workforce, including Union represented and non-represented labor.

As part of its approach to (1) and (2) above, the Offeror shall demonstrate its expertise (on staff or contracted personnel); and with regard to (2) above, its understanding of the Service Contract Labor Standards (formerly entitled Service Contract Act) - in particular Section 4(c) - currently codified at 41 USC Chapter 67, and how it affects a Union-represented workforce.

The Offeror shall describe its technical understanding of the PWS elements not specified in paragraphs (a) – (e), for the period of contract performance (base and option periods), in sufficient detail to demonstrate its comprehension of these PWS elements. Restating the PWS requirements will not adequately demonstrate such understanding.

L.13 Proposal Preparation Instructions, Volume II – Key Personnel and Organization

Factor 2: Key Personnel and Organization (The Key Personnel and Organization section shall not exceed 15 pages, exclusive of resumes and letters of commitment. The key personnel resumes are limited to three pages for each resume and one page for each letter of commitment.)

Offerors shall include the following information in the Volume II - Technical and Management Proposal, related to the proposed key personnel and organization:

(a) Key personnel. The Offeror shall propose three required key personnel and in addition, the Offeror may propose up to two optional key personnel essential to the successful performance of the Contract and which will be incorporated into the Contract through the clause at DOE-H-2070, Key Personnel. Only one individual may be proposed for each key personnel position.

The required key personnel positions include:

(1) Laboratory Manager;

(2) Facility Operations Manager; and

(3) Analytical Operations Manager.

The Offeror shall not provide the names or qualifications of any non-key personnel, except as otherwise specified, in other solicitation provisions.

(4) If the Offeror proposes one or two key personnel in addition to the three listed above, the Offeror shall provide the rationale for the selection of the other key personnel positions regarding why they are essential to the successful performance of the contract, relative to the Offeror's approach to the management and execution of the work.

(5) The Offeror shall identify the organization that will employ each of the key personnel during performance of the contract, (e.g., Offeror, Offeror affiliates, teaming members, or critical subcontractors); and the key personnel authority level and the extent to which each key personnel position will have access to corporate resources.
(6) The Offeror shall provide the key personnel team requirements as defined in Section H, Clause H.37, Key Personnel, paragraph (b).

(b) Resume.

(1) The Offeror shall provide written resumes for all proposed key personnel as specified in Attachment L-2. The resume shall describe the key person's education, relevant experience, accomplishments, and other information supporting the individual's qualifications and suitability for the proposed position. The resume shall address the following:

(i) Experience. Relevant experience in performing work similar in scope, size, and complexity to that required for their proposed positions (e.g., scope – type of work; size – dollar value and contract duration; and complexity – performance challenges and leadership roles).

(ii) Qualifications. Training, certifications, formal education, and licenses that support the suitability for the proposed position; and

(iii) References. At least three references having direct knowledge of the qualifications and work performance of the proposed key person.

(2) By submission of each resume, the key person and Offeror authorize DOE to contact any references and previous employers to verify the accuracy of information provided in the resume and to assess each individual's suitability for the proposed position. DOE may contact any or all of the references or past employers and may use any information or sources available to DOE as a part of its evaluation of the key personnel.

(c) Letter of commitment. A letter of commitment shall be submitted for each individual proposed as a key person. Each key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the date the NTP is issued for the 100-day Transition Period of the contract for a period of three years. The Letter of Commitment shall state as follows:

“I hereby certify that the resume submitted as part of the proposal is true and correct, and ____________________ (insert name of individual proposed) will accept the proposed position of ____________________ (insert name of proposed position) if ___________________ (insert name of Offeror) receives the award and will perform in the proposed position for minimum of three years beginning on the date the Notice to Proceed (NTP) is issued for the 100-day Transition Period of the contract.

I also hereby certify that I will be assigned full-time to the contract and will be physically located on the Hanford Site or within the local area.”

Failure to submit a letter of commitment will adversely affect the Government's evaluation of the proposal.
(d) Organization. Offerors shall include the following information in the Volume II-Technical and Management Proposal, related to the proposed organization:

(1) Organization chart. The Offeror shall provide an organizational chart, depicting the major functional areas of the Offeror’s proposed organization that the Offeror considers essential for the management and performance of the work. The Offeror shall show the names of proposed key personnel. The number of organization levels (e.g., working and reporting lines, divisional relationships, management layers, chain of command) depicted on the Offeror’s organization chart must align with, and correlate to, the information provided by the Offeror in response to paragraphs (2) and (3) below. The Offeror’s organizational chart shall depict the linkage(s) between the Offeror, including its teaming members, and the parent organization(s).

(2) Rationale for organizational structure. The Offeror shall describe the rationale for the proposed organizational structure in relation to the work to be performed and how the organizational structure will contribute to the safe and successful accomplishment of the work in accordance with the proposed technical approach. The Offeror shall describe how the organizational structure correlates to the PWS, the PWS Work Breakdown Structure (WBS), and the Offeror’s approach to execute the work. If critical subcontractors or other performing entities are proposed, address how their performance will be integrated with the Offeror’s organizational structure.

(3) Roles, responsibilities, and lines of authority. The Offeror shall describe the roles, responsibilities, and lines of authority for the major functional areas identified on the organizational chart, including lines of authority between the Offeror’s organizational elements or specific individuals (including proposed key personnel), and its critical subcontractors, teaming members, and any other performing entities, as applicable.

(4) Communication and interface. The Offeror shall describe its approach to communication and interface with internal organizations, critical subcontractors, teaming members, and other performing entities, and its approach to communication and interface with outside entities, including DOE, other DOE Contractors and subcontractors, regulatory agencies, state and local Governments, the public, and other entities.

(5) Offeror entity. If the Offeror is an LLC, joint venture or other similar entity, it shall describe how it will operate its multi-member and/or shared ownership. The Offeror shall further describe precisely who will employ the Offeror’s workforce, (e.g., Offeror, parent, or team member companies, and how that workforce will be managed).

(6) Critical subcontractors. If the Offeror proposes critical subcontractors, the Offeror will describe the rationale between subcontracting and self-performance, and the approach for integrating and controlling each critical subcontractor within the overall work to be performed.

(7) Corporate Governance. The Offeror shall describe its corporate governance approach to provide oversight of the Offeror’s performance of the contract to help ensure successful performance of the contract, including corporate reachback, and describe monitoring of performance and resolution of issues.

Factor 3: Past Performance (The Past Performance section shall be limited to Attachment L-3, Past Performance Reference Information Forms, which are limited up to seven pages per contract for boxes #1-21, and up to two additional pages for Box #22; Attachment L-5, List of Contracts Terminated for Default or Convenience; and Attachment L-10, List of DOE Contracts, and Past Performance Consent Statement(s), which have no page limits.)

Offerors shall include the following information in the Volume II - Technical and Management Proposal, (on Attachment L-3, Past Performance Reference Information Form, Attachment L-5, List of Contracts Terminated for Default or Convenience, Attachment L-10, List of DOE Contracts, and Past Performance Consent Statement(s), identified above) related to the Offeror’s past performance:

(a) Offeror past performance. The Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601, shall provide information on contracts that are most similar in terms of scope, size, and complexity to the requirements of the PWS that are currently being performed or have been completed within the last 5 years from the original solicitation issuance date. For the purposes of this evaluation, the following definitions apply: 1) scope is defined as the type of work identified in the PWS, 2) size is defined as dollar value, including total value and approximate average annual value) and contract period of performance (POP); and 3) complexity is defined as performance challenges and risk (e.g., rigorous safety and quality assurance requirements, operating within a complex nuclear and regulatory environment, management and integration as a prime contractor at a large government site with multiple government contractors, management of a multi-disciplined workforce that includes unions performing various aspects of a contract, volatile government priorities and technical requirements, budget fluctuations, and integration and coordination with stakeholders).

(b) Critical subcontractor past performance. In addition to the Offeror’s information on recent and relevant past performance, the Offeror shall provide information on the recent and relevant past performance for any proposed critical subcontractors that are proposed to perform work under the contract. Critical subcontractors are defined in Section L, Paragraph L.8 (a)(2). The Offeror’s other subcontractor(s), not meeting the critical subcontractor definition, shall not submit past performance information and any submitted information will not be evaluated. The Offeror shall provide information on contracts that are most similar in scope, size, and complexity, as defined above in paragraph (a), to that portion of the work that the critical subcontractor is proposed to be performed under this solicitation. Information shall be provided for contracts currently being performed and/or were completed within the last 5 years from the original solicitation issuance date.

(c) Newly formed entity and predecessor companies. If the Offeror is a newly formed entity with no record of past performance for its team members as defined in FAR 9.601, the Offeror shall provide past performance information for its parent organization(s). The Offeror, whether or not they are a newly formed entity, may also provide past performance information on its predecessor companies that existed prior to any mergers or acquisitions. The Offeror may also provide past performance information of a parent or affiliated company provided the Offeror’s proposal demonstrates that the resources of the parent or affiliated company will be provided or relied upon in contract performance such that the parent or affiliate will have meaningful involvement in performance of the contract. Meaningful involvement means the parent, member, or affiliate will provide material supplies, equipment, personnel, or other tangible assets to contract performance; or that the common parent will utilize the expertise, best practices, lessons learned, or similar resources from the affiliate to affect the performance of the Offeror. If a common parent company is used to establish the nexus
between the Offeror and an affiliated company, the Offeror must demonstrate how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company.

(d) Work to be performed. The past performance information provided for the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601, and/or critical subcontractors, shall describe its relevancy to the proposed acquisition and to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the PWS, the work to be performed by each entity, and the past performance of that entity. Each discrete contract provided must be attributed to a specific entity, or team members as defined in FAR 9.601. All information provided by the Offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each entity (Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601, and critical subcontractors) under the Offeror’s proposed approach.

(e) Contracts information. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601, shall provide past performance information on up to three contracts per member, either currently being performed or completed by the Offeror/members, and up to two contracts, either currently being performed or completed for each proposed critical subcontractor(s). The Offeror shall only provide past performance information for contracts that are currently being performed and/or for contracts that were completed within the last 5 years from the original solicitation issuance date.

(1) Contracts may be, but are not limited to, contracts, task orders, delivery orders, or other agreements with federal, state, local, and foreign Governments and/or with commercial customers.

(2) Performance information. The Offeror shall identify performance challenges and provide information on problems encountered in the performance of the reference contract and actions initiated to address these matters, and the effect the actions taken had on the performance of the contract. Examples of problems to be addressed, as appropriate, include, but are not limited to, serious injuries or fatalities, regulatory violations resulting from environmental non-compliance, late deliveries, and cost overruns. In addition, the Offeror may describe any recognized accomplishments the Offeror has received on the reference contract. For the reference contract, the Offeror shall also identify Occupational Safety and Health Administration safety statistics (e.g., Days Away, Restricted, or Transferred cases and Total Recordable Cases), as well as any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website (https://energy.gov/ea/information-center/enforcement-infocenter) along with any corrective actions taken to resolve those problems. The Offeror shall include this information within the Attachment L-3, Past Performance Reference Information Form.

(f) Terminated contracts. The Offeror shall provide a listing in Attachment L-5, List of Contracts Terminated for Default or Convenience, of any contracts of the Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601, and/or critical subcontractors that were terminated, including the reasons heretofore, within the past 5 years from the original solicitation issuance date. This listing of terminated contracts is not limited to only those contracts contained in Attachment L-3, Past Performance Reference Information Forms. If there are no terminated contracts to report, Attachment L-5, List of Contracts Terminated for Default or Convenience, shall be submitted with a blank table, along with a note indicating that there are no terminated contracts within the time period specified in the solicitation.
(g) Past Performance Questionnaire. The Offeror shall provide Attachment L-4, *Past Performance Cover Letter and Questionnaire*, to the appropriate contract client reference within the Program Office/Project Office and/or the CO for completion for those contracts described in paragraph (e) that have no contractor performance data available in the Past Performance Information Retrieval System (PPIRS). The Offeror shall request that clients return the Past Performance Questionnaire directly to DOE by mail or electronic means to the address identified below no later than two weeks prior to the date for receipt of proposals.

(1) DOE address and contact information.

U S. Department of Energy/EMCBC  
Attention: Bill Hensley, Contracting Officer  
250 5th Street STE 500  
Cincinnati, OH 45202  
E-mail: 222_Slab@emcbc.doe.gov  
Phone: (513) 246-0061

(2) Envelopes shall be marked as follows:

TO BE OPENED BY ADDRESSEE ONLY  
RFP NO. 89303318REM000012

(3) The Offeror shall be responsible for following up with the client point of contact to ensure that the questionnaire has been completed and returned to the DOE CO on time. However, receipt of the questionnaires is not subject to the provisions at FAR 52.215-1, *Instructions to Offerors – Competitive Acquisition*, related to late proposals. Questionnaires not received by the proposal due date may not be considered if consideration will unduly delay evaluations. The Offeror may contact the CO at the e-mail provided in this solicitation to confirm the receipt of any questionnaires.

(h) Sources of past performance information. The Government may contact any or all of the references provided in the Past Performance Reference Information Form. The Government may also obtain past performance information from sources other than those provided by the Offeror. This may include, but not be limited to, commercial and Government clients, Government records, regulatory agencies, and Government databases such as the Government’s Past Performance Information Retrieval System (PPIRS). The Government will only consider information for work determined to be at least somewhat relevant to the acquisition in terms of similar scope, size, and complexity, as defined above in paragraph (a), and within the timeframe specified, as defined above in paragraph (e).
(i) List of DOE contracts. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601, and critical subcontractor(s) shall provide a listing on Attachment L-10, *List of DOE Contracts*, of all DOE prime contracts (including National Nuclear Security Administration) currently being performed or which were completed within the last 5 years from the original solicitation issuance date. This includes contracts for which the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601, or critical subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime contractor to DOE. If the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601, or critical subcontractors provide past performance information on predecessor companies that existed prior to any mergers or acquisitions, the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601, or critical subcontractor shall also provide a list of DOE contracts for the predecessor companies.

(j) Past Performance Consent Statement. As past performance information is proprietary source selection information, by default, the Government can only discuss past performance information directly with the prospective prime contractor, team member or subcontractor that is being reviewed. If there is a problem with a proposed subcontractor’s or team member’s past performance, the prime can be notified of a problem, but no details will be discussed without the team member’s/ subcontractor’s permission. Therefore, the Government is requesting the following consent statement be completed, as applicable, by all proposed members of a teaming arrangement as defined in FAR 9.601, and all critical subcontractors, by checking the appropriate “provide consent” or “do not provide consent” box, as well as providing all other requested information.

Dear (Contracting Officer),

We are currently participating as a [teaming member/critical subcontractor] with [name of Offeror providing proposal] in responding to the Department of Energy, RFP 89303318REM000012 for the Hanford 222-S Laboratory Contract.

In order to facilitate the performance confidence assessment process we hereby [ ] provide consent [ ] do not provide consent to allow you to discuss our past and present performance information with the [name of Offeror providing proposal] during the source selection process.

________________________
(Signature and Title of individual who has the authority to sign for and legally bind the company)

Company Name:
Address:
Email:
Phone:
L.15 Proposal Preparation Instructions, Volume III—Cost and Fee Proposal

General—Offeror shall propose cost and fee by providing a completed Section B. The Offeror shall submit a completed Section B in Volume I—Offer and Other Documents, by completing the fill-ins located in Section B, Supplies or Services and Prices/Costs; Table B-2, “Contract Cost and Fee”; Table B-3a, “Contract Cost and Fee by Fiscal Year (Base Period)”; Table B-3b, “Contract Cost and Fee by Fiscal Year (Option 1)”; and Table B-3c, “Contract Cost and Fee by Fiscal Year (Option 2)” in accordance with Section L, Attachment L-7, Cost Summary Worksheets and the instructions in this provision. The Offeror shall ensure the completed Section B, Supplies or Services and Prices/Costs submission is consistent with Section L, Attachment L-7, Cost Summary Worksheets, in accordance with the instructions in this provision. (Critical Subcontractors are not required to complete Section B or the corresponding B tables).

In accordance with FAR 15.403-1 entitled, Prohibition on Obtaining Certified Cost or Pricing Data, certified cost or pricing data are not required of Offerors responding to this solicitation; however, in accordance with FAR 15.403-3 entitled, Requiring Data Other Than Certified Cost or Pricing Data, Offerors shall provide data other than certified cost or pricing data, in support of its proposed cost and fee in the format specified in the instructions in Paragraphs L.15 (a) through (q) below.

Offerors are required to submit data and information adequate for the CO to evaluate the reasonableness of the price and determine cost realism in determining whether the Offeror and Critical Subcontractor has a clear understanding of the solicitation requirements. The burden of proof for substantiating the reasonableness/realism of proposed costs/prices rest with the Offeror and Critical Subcontractor. FAR Part 31, Contract Cost Principles and Procedures, is the basis for determining allowability and allocability of costs. Submission by the Offeror and Critical Subcontractor of unrealistically low or high proposed costs or price, may adversely affect the evaluation of the proposal.

If, after receipt of proposals, the CO determines that there is insufficient information available to determine whether the cost or price is reasonable and realistic, and none of the exceptions set forth in FAR 15.403-1, Prohibition of Obtaining Certified Cost or Pricing Data, apply, the CO may require the Offeror to submit certified cost or pricing data.

Instructions: Cost and Fee Proposal

The Offeror shall prepare its cost proposal in accordance with the following instructions in subparagraphs L.15 (a) through (q) below:

(a) Cost and fee information shall be included in Volume III, Cost and Fee Proposal, of the proposal only, unless specifically requested in the solicitation.

(b) The pages in Volume III, Cost and Fee Proposal, including forms, tables, and exhibits shall be numbered and identified in a volume table of contents. Proposal files shall be organized and submitted in native file format. There is no page limitation on Volume III, Cost and Fee Proposal.

(c) Proposed costs shall be summarized at the Proposal Package Number. The Basis of Estimate (BOE) shall be provided at the minimum Proposal WBS level; see Section J, Attachment J-17e, Proposal Package to 222-S Laboratory PWS Crosswalk, columns Proposal WBS (BOEs) and Proposal WBS Descriptions (Proposal BOEs). The Offeror’s proposal shall provide sufficient detail to demonstrate reasonableness and realism as well as traceability to each PWS element.
(d) The Offeror shall utilize the binding assumptions (e.g., volume and scope assumptions included within the Section L, Attachment L-8, “Assumptions” tab and Government-Furnished Costs [GFC] included within Section L, Attachment L-6, “Government Furnished Cost” tab, when preparing their cost proposal).

(e) For proposal preparation purposes, the Offeror shall use a 100-day Contract Transition Period, with an assumed Transition start date noted in Section L-8, Assumptions. Offeror shall assume full responsibility for the performance of the Contract Requirements at the end of the Contract Transition Period. Proposed costs shall be on a Government Fiscal Year (FY) basis. The Transition period shall include the proposed costs for FY 2019 from the assumed start date through the 100-day period of performance (POP). The Offeror shall propose costs for the base period and each option period by FY and in total, corresponding to the costs associated with the Offeror’s technical approach for performing the PWS.

The Offeror’s proposal shall provide sufficient detail to demonstrate reasonableness and realism.

(f) Proposed Cost and Fee – The Offeror shall provide all proposed cost and fee amounts, if applicable, for the Section B, Supplies or Services and Prices/Costs; Table B-2, “Contract Cost and Fee”; Table B-3a, “Contract Cost and Fee by Fiscal Year (Base Period)”; Table B-3b, “Contract Cost and Fee by Fiscal Year (Option 1)”; and Table B-3c, “Contract Cost and Fee by Fiscal Year (Option 2),” consistent with Volume III, Cost and Fee Proposal, in Section L, Attachment L-7, Cost Summary Worksheets, and in accordance with the following notes:

- CLIN 0010 – Contract Transition: This CLIN covers the costs associated with the Contract Transition Activities as defined in Section C.1. The transition period is a non-fee bearing activity.

- CLINs 0020, 1020, 2020 – Standard Operations: These CLINs cover the costs associated with the Operations and Maintenance Activities of the 222-S Laboratory Complex as stated in Sections C.2 and C.3. The Offeror shall propose an Award Fee not to exceed eight (8) percent for all work activities.

- CLINs 0021, 1021, 2021 – Enhanced Operations: These CLINs cover the costs associated with Enhanced Operations and Maintenance Activities of the 222-S Laboratory Complex, as stated in Section C.5, to support startup, commissioning, and operations of the Low-Activity Waste Facility, the Balance of Facilities, and the Analytical Laboratory (LBL). The Offeror shall propose an Award Fee not to exceed eight (8) percent for all work activities.

- CLINs 0030, 1030, 2030 – Hanford Site Benefit Plans: These CLINs cover the costs associated with the sponsorship, management and administration of Contractor Employee Pension and Other Benefit Plans as defined in Section C.6. Non-labor related cost to perform these functions reside within these CLINs. Labor related costs to perform the management and administration function are to be charged to the Management and Administration scope under CLINs 0030, 1030, and 2030. The Hanford Site benefit Plan is a non-labor activity and is non-fee bearing. The solicitation provides the cost for each FY identified in Attachment L-6, “Direct Cost Summary” tab. The Offeror shall propose no fee for CLINs 0030, 1030, and 2030.

- CLINs 0040, 1040, 2040 – Usage-Based Services (UBS) Provided: These CLINs cover the UBS to be provided by the Contractor via a Service Level Agreement type of arrangement and shall include mandatory and optional services in accordance with Section J, Attachment J-3.b, and in accordance with Section C.4.1. The solicitation provides the cost for each Government FY
identified in Attachment L-6, “Government Furnished Cost” tab. The Offeror shall not propose an Award Fee that exceeds eight (8) percent of the estimated CLIN costs.

- CLINs 0041, 1041, 2041 – UBS Received: These CLINs cover the UBS received from Other Hanford Contractors (OHC) via a Service Level Agreement type of arrangement and shall include mandatory and optional services in accordance with Section J, Attachment J-3.b, and in accordance with Section C.4.2. The solicitation provides the cost for each Government FY identified in Attachment L-6, “Government Furnished Cost” tab. The UBS received from OHC is non-fee bearing.

(g) Offeror and Critical Subcontractor(s) – The Offeror’s cost proposal shall identify the scope and proposed costs for the Offeror and for each Critical Subcontractor over the total contract period of performance, including option periods. The Offeror and, if applicable, Critical Subcontractor(s) are required to provide fully supported cost proposal detail as required in L.15 (h) through (j). This detail shall reconcile in all respects to the Offeror’s proposed costs and shall align with the Offeror’s Volume II, Technical and Management Proposal. Critical Subcontractor(s) may submit sealed envelopes, to the CO, in addition to the password protected files that are uploaded by the prime Offeror in FedConnect with proprietary data containing a separate set of cost worksheets (Section L, Attachments L-6a, Critical Subcontractor Cost Detail Worksheets, and L-7a, Critical Subcontractor Cost Summary Worksheets) and other data as required in L.15 (h) through (j) with its proposal by the proposal due date.

(h) Basis of Estimates (BOE) and WBS Dictionaries –

**BOEs** – The Offeror; each contractor included in the Joint Venture, Mentor-Protégé, or Teaming Arrangement; and the Critical Subcontractors (as defined in Section L.8(a)(2)) shall provide narrative support sufficient to explain the development of costs/prices proposed; the rationale and basis for the data provided; and the basis for the reasonableness/reality of the proposed costs/prices. The Offeror and Critical Subcontractors shall provide BOEs which thoroughly document respective estimates and align with the Offeror’s Volume II, Technical and Management Proposal. The Offeror and, if applicable, Critical Subcontractors shall provide BOEs at the lowest Proposal WBS as indicated in Section J, Attachment J-17e, Proposal Package to 222-S Laboratory PWS Crosswalk.

The detailed BOE narrative description shall provide, at a minimum, the following information:

1. Detailed description of proposed technical approach to allow a complete understanding of how the Offeror plans to complete each PWS element, as well as how the resources were estimated for each PWS element in order to implement the technical approach;

2. Description of the estimating method, estimating rationale, the estimating process and detailed assumptions, including the assumptions (both DOE-provided, Offeror and Critical Subcontractor-specific) that were used to prepare the estimate;

3. Source(s) of estimate information such as parameters, values, model approach, and model calibration (where parametric estimates were used);

4. Description of how the labor resource code (see Attachment L-8 tab, “Resource Code”), manual and non-manual labor hours, including how any productivity factors were determined;

5. The names and work scope associated with any proposed Critical Subcontractors and associated costs. The Offeror and Critical Subcontractor shall provide an explanation as to how the costs were developed; and
(6) Any other related information that provides clarity and facilitates understanding of the Offeror’s and Critical Subcontractor’s proposed cost/price.

The Offeror and Critical Subcontractor may propose the following allowances or factors as part of its proposal, if consistent with the Offeror’s and Critical Subcontractor’s estimating practices and if supportable: small tools; fuel, oil, gas and maintenance; personal protective equipment; office supplies; and consumables. For any proposed allowances or factors, Offeror and Critical Subcontractor shall submit information and support for the use of any estimating allowances or factors in order to thoroughly provide the basis for the proposed pricing.

The BOE shall be a standalone document within Volume III, Cost and Fee Proposal, separate from the estimate calculations. The applicable Proposal WBS Description should be included at the top of every page of each respective BOE. Reference Attachment J-17, Proposal Package to 222-S Laboratory PWS Crosswalk.

WBS Dictionaries - The Offeror shall provide narrative descriptions sufficient to explain the work scope. A WBS Dictionary shall be provided at each WBS Level 3 (see Attachment J-17e, “Evaluation Package to 222-S Laboratory PWS Crosswalk”). The detailed WBS Dictionary narrative description shall provide, at a minimum, the following information:

(7) Detailed description of the work scope;

(8) Detailed description of the technical approach;

(9) Declaration of all scope requirements including milestones, regulations, and Record of Decisions;

(10) Definition of all relevant scope assumptions;

(11) Definition of any scope that the Offeror is excluding.

The WBS Dictionary shall be a standalone document within Volume III.

(i) Proposed Cost – The Offeror (including contractors part of a Joint Venture, Mentor-Protégé, or Teaming Arrangement) shall complete the cost proposal worksheets within Section L, Attachment L-6, Cost Detail Worksheets and Section L, Attachment L-7, Cost Summary Worksheets, to the level of detail indicated in the attachments as well as related instructions within this provision under paragraph (j), “Cost Worksheet Instructions.” The same applies to Critical Subcontractors; however, Critical Subcontractors shall complete cost proposal worksheets Section L, Attachment L-6a, Critical Subcontractor Cost Detail Worksheets and Section L, Attachment L-7a, Critical Subcontractor Cost Summary Worksheets.

(1) Offeror (e.g., Joint Venture/Teaming Partners) and Critical Subcontractor(s) – The Offeror’s cost proposal shall identify the scope and proposed costs for the Offeror and for each Critical Subcontractor over the total Contract POP, including Option Periods. The Offeror and, if applicable, Critical Subcontractor(s) are required to provide cost proposal detail as required in L.15 (h) through (j). This detail shall reconcile in all respects to the Offeror’s proposed costs and shall align with the Offeror’s Technical Proposal. Critical Subcontractor(s) shall submit sealed envelopes in addition to the password protected files that shall be uploaded by the Prime Offeror in FedConnect with proprietary data containing a separate set of cost worksheets, Section L, Attachments L-6a and L-7a, and other data as required in L.15 (h) through (j) with its proposal by the proposal due date.
(2) The Cost and Fee Proposal shall be mathematically correct with full traceability and consistency between Section L, Attachments L-6 and L-6a, L-7 and L-7a, L-8, the BOEs, and Volume II, Technical and Management Proposal.

(3) GFCs are provided for various PWS Elements included in CLINs 0030, 1030, 2030, 0041, 1041, and 2041. The Offeror shall use the provided GFC values, which are located in Section L, Attachment L-7 in the “Government Furnished Cost” tab, and are pre-populated into the appropriate worksheets, with the exclusion of the Flat File, in Section L, Attachments L-6 and L-7. The Offeror shall populate the Flat File with the GFC values.

(4) Cost Elements – The Offeror’s cost proposal shall be provided in Section L, Attachments L-6 and L-7 by labor costs (including labor codes, labor hours, and labor rate for each labor resource type), fringe, materials/supplies, equipment, subcontractors, critical subcontractors, other direct costs, use tax, GFCs, escalation, Business and Occupation (B&O) tax, and fee as applicable. For completion of Section L, Attachment L-6, the Offeror shall use the DOE-provided list of resource codes in the Section L, Attachment L-8, “Resource Codes” tab.

The Offeror shall define Unique Resource codes and Resource Code Descriptions for the following (Note: These new codes shall be added to the “Bill of Material Resource Codes” tab in Attachment L-6):

**10 – Materials/Supplies:** Offerors shall identify Resource Codes starting with 10-1 and continuing in numerical order.

**Note:** Resource Type (A) shall be identified as “Material” and Resource Type (B) shall be identified as “Materials.” Offeror shall insert the unique number in Resource Code (C) and a unique description in Resource Code Description (D). The column “FLSA (E)” shall be left blank. Unique Resource Codes and/or Resource Code Descriptions shall not be used twice.

**21 – Subcontracts:** Offerors shall identify Resource Codes starting with 21-1 and continuing in numerical order.

Corporate Home Office Support shall be proposed by Offerors as a Subcontract. Offerors shall use a unique Resource Code as described.

**Note:** Resource Type (A) shall be identified as “Subcontractor” and Resource Type (B) shall be identified as “Subcontracts.” Offeror shall insert the unique number in Resource Code (C) and a unique description in Resource Code Description (D). The column “FLSA (E)” shall be left blank. Unique Resource Codes and/or Resource Code Descriptions shall not be used twice.

Offerors shall clearly provide the basis, for the proposed costs for each cost category (direct labor, indirect rates, direct materials, etc.) for each PWS element as follows: (1) what source data is existing and how that data is verifiable, (2) key assumptions to project from existing source data to the estimate that are not in conflict with the PWS. The Offeror’s proposal shall be in sufficient detail to demonstrate reasonableness and realism.

**Cost Elements - Critical Subcontractors:** Critical Subcontractors shall propose cost for any cost categories based on their documented cost structure when completing Section L, Attachments L-6a, Critical Subcontractor Cost Detail Worksheets, and L-7a, Critical Subcontractor Cost Summary Worksheets.
(i) **Labor** – The Offeror shall complete the “Proposed Labor Rate BU” worksheets in the Section L, Attachment L-6 to provide the proposed direct labor rates by labor category for FY 2019. **All proposed labor rates shall be filled out in the Section L, Attachment L-6 under the “Proposed Labor Rate BU” tab and provided in FY 2019 dollars.** All proposed rates shall be accompanied by supporting documentation.

The Offeror shall use the labor resource codes identified in Attachment L-8, *Cost Assumptions* for proposed rates. The Offeror may propose labor rates for labor resource codes not identified in Attachment L-8, *Assumptions*, provided labor resource codes are consistent with the *DOE Environmental Restoration/Waste Management Activities Common Occupational Classification System* (COCS), Revision 3, which is posted to the EMCBC 222-S Acquisition Website’s Documents Library. For Enhanced labor, the Offeror shall use the “Enhanced Prop Labor Rate BU” tab, where applicable.

For informational purposes, historical labor rates are provided in the 222-S Acquisition Website’s Documents Library. Offerors are not required to use the provided labor rate information; however, the rates posted in the documents library are based on historical rates at the Hanford Site for the equivalent work scope in this RFP.

For proposal preparation purposes, a full-time employee is defined as 1,800 hours/year. The 1,800 hours/year is based on 2,080 annual hours less 280 hours (160 vacation hours, 40 sick hours, and 80 holiday hours. Additionally, the Offeror shall not assume overtime is available.

**Labor – Critical Subcontractors:** Critical Subcontractors labor rate buildup shall be supplied within the “Labor Rate Buildup” tab of Section L, Attachment L-6a, *Critical Subcontractor Cost Detail Worksheets*, and must be accompanied by sufficient documentation to support the proposed rates, along with an explanation as to how the rate(s) are computed.

Columns within the L-6a “Labor Rate Buildup” tab may be added or deleted based on the Critical Subcontractor’s labor rate buildup methodology, as applicable. Critical Subcontractor’s market-based benefits or other markups shall be represented by individual columns in the labor rate buildup (e.g., medical benefits and/or other detailed benefits shall be represented by separate columns).

(ii) **Fringe** – The government provided fringe benefit rate for site personnel is provided in the 222-S Laboratory Acquisition Website’s Documents Library document titled 222-S Laboratory labor Rate Buildup. The DOE provided fringe includes Paid Time Off (PTO), Washington State Department of Labor and Industries, Workers’ Compensation, and payroll taxes. PTO consists of vacation, sick, holiday, site specific paid absences (80 hours of holiday site closure pay, jury duty, family death, weather closures/releases), and the annual raise effect on the inherited absence liability pool. The PTO rate is in accordance with the HAMTC agreements and proposed non-represented paid sick and vacation compensation packages. Payroll taxes consist of employer’s portion of Federal Insurance Contribution Act (FICA), Medicare, Federal Unemployment Tax Act (FUTA), and State Unemployment Tax Act (SUTA).

Offeror is not required to use the provided historical fringe benefit rate. However, for the prescribed workforce eligible for employment, the Offeror should consider the requirements of the RFP clauses and requirements when developing the proposed fringe
benefit rates. The Offeror shall provide sufficient documentation to support the proposed fringe benefit rates. The fringe benefit rates (whether using the DOE provided historical fringe rates or those specifically proposed by the Offeror) shall be applied to all labor.

**Fringe Critical Subcontractors:** Critical Subcontractors shall use the Labor Rate Buildup Sheet in Section L, Attachment L-6a, *Critical Subcontractor Cost Detail Worksheets*, to build-up their fringe rate.

(iii) Other benefits – Includes the Hanford Site Pension Plan (HSPP), Hanford Site Savings Plan (HSSP), and the Hanford Employee Welfare Trust (HEWT) Medical Benefits are GFCs. The GFCs for these benefits are provided in CLINs 0030, 0041, 1030, 1041, 2030, and 2041. The Offeror’s market-based savings, medical, and other benefits are to be proposed in PWS C.3.6.15, *Human Resources and Work Force Services*.

(iv) Subcontracts – For the proposed critical subcontractors, the Offeror shall incorporate the total cost proposed by each critical subcontractor in Section L, Attachments L-6a and L-7a into Section L, Attachment L-6 and L-7. Critical Subcontractors shall provide the cost information to the level of detail as indicated in L.15 (i)(1).

(v) Other Direct Costs – Items not covered elsewhere, and included in the cost/price proposal as a direct cost, shall be documented and justified by providing a breakout of costs and the BOE (e.g., the number of hours/quantities and the hourly/unit charge).

(vi) Taxes – As applicable, the Offeror shall show the calculation of taxes against total price, or portions thereof. The Offeror shall disclose the types of taxes and the rate(s) used in its computation. The Offeror shall use the following provided rates:

(A) **Use Tax** – 8.6 percent shall be applied to materials/supplies, taxable subcontracts and taxable equipment only.

(B) **B&O Tax** – 0.471 percent shall be applied to the total burdened costs (total direct costs with escalation).

(vii) Escalation – The Offeror shall utilize an annual escalation factor of 2.3 percent, compounded for each FY for the proposed costs, and shall be applied to total direct costs. Compounded escalation shall be applied as a decimal rounded to the fourth place as indicated below:

<table>
<thead>
<tr>
<th>Escalation by FY</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 19</td>
</tr>
<tr>
<td>------</td>
</tr>
<tr>
<td>-</td>
</tr>
</tbody>
</table>

FY = fiscal year

(viii) Materials/Supplies – For the proposed materials/supplies, the Offeror and Critical Subcontractors shall submit the information to the level of detail indicated in Section L, Attachments L-6/L-6a and L-7/L-7a, as well as related instructions within this provision. The Offeror and Critical Subcontractors shall supply a bill of materials or other equivalent basis information where applicable to support any proposed material/supplies costs.
(ix) General and Administrative (G&A) Costs – The Offeror shall estimate all G&A costs directly within the PWS element where the work is being performed.

**G&A – Critical Subcontractors:** Proposed G&A rate(s) shall be supported by corresponding basis and calculation documentation.

(x) Other Support – Instructions for proposing Corporate Home Office support is explained above in (i)(4).

(j) Cost Worksheets Instructions – These instructions apply to Attachments L-6, *Cost Detail Worksheets*; L-6a, *Critical Subcontractor Cost Detail Worksheets*; L-7, *Cost Summary Worksheets*; and L-7a, *Critical Subcontractor Cost Summary Worksheets*, unless otherwise stipulated in the Critical Subcontract specific instructions in Section (g) through (i) above.

(1) L-6/L-6a Cost Detail Worksheets

(i) “Proposed Labor Rate BU” tab – The Offeror shall use this worksheet to provide labor rate buildup. The Offeror shall develop the Fringe section of this document according to the Offeror’s Fringe estimate methodology. Columns within the Fringe section of the worksheet may be added or deleted based on the Offeror’s labor rate buildup methodology, as applicable. **The Fringe section of this tab shall contain formulas and links as necessary for calculation of the Offeror’s Burdened Rate.**

The Fringe % Adder column shall be calculated by taking the “Offerors Burdened Labor Rate” (after Fringe is applied) minus the “Offerors Base Labor Rate” then divided by the “Offerors Base Labor Rate” for each labor resource. The Fringe % Adder shall match the Fringe % Adder used in the “Estimating Flat File” tab.

**Labor Resources – Critical Subcontractors:**

(A) Critical Subcontractors shall propose their own rates. The fully burdened labor rate must be provided within the “Labor Rate Buildup” tab of Section L, Attachment L-6a, *Critical Subcontractor Cost Detail Worksheets*, and must be supported by the rate basis and supporting documentation.

(B) Columns within the “Labor Rate Buildup” tab may be added or deleted based on the Critical Subcontractor’s labor rate buildup methodology, as applicable.

(ii) “Enhanced Prop Labor Rate BU” tab – The Offeror shall use this worksheet to provide the Enhanced labor rate buildup. The Offeror shall develop the Fringe section of this document according to the Offeror’s Fringe estimate methodology. Columns within the Fringe section of the worksheet may be added or deleted based on the Offeror’s labor rate buildup methodology, as applicable. **The Fringe section of this tab shall contain formulas and links as necessary for calculation of the Offeror’s Burdened Rate.**

(iii) “Government Furnished Cost” tab – The Offeror shall use the GFCs provided in this list. Escalation and B&O tax are provided for each GFC, as applicable.
(iv) “Estimating Flat File” tab – Data within the Estimating Flat File is not to include entries for roll-up WBS elements. Offeror and Critical Subcontractors shall roll up costs as required within the Section L Attachments Cost Detail Worksheets and Cost Summary Worksheets using the raw data from the Estimating Flat File. The Offeror shall complete the Estimating Flat File under the following specifications and instructions:

(A) The “Control Position” column requires a unique identifier for data evaluation. The “Control Position” shall start with one (1) and continue in sequential order for all lines of data and shall never repeat.

(B) Section “CLIN Crosswalk” in the table shall contain Government-provided numbers and descriptions in accordance with Attachment J-17, Attachment J-17e, Proposal Package to 222-S Laboratory PWS Crosswalk for complete listings. The Offeror shall not add or subtract in this section.

(I) CLIN Number and CLIN Description – The Offeror shall assign one (1) CLIN Number and CLIN Description for each line of data.

(II) Period of Performance (POP) – The Offeror shall assign a POP (Transition, Base Period, Option Period 1, or Option Period 2) to each line of data. Only one POP shall be used for each line of data.

(C) Section “PWS Crosswalk” in the table shall contain Government-provided numbers and descriptions in accordance with Attachment J-17e, Proposal Package to 222-S Laboratory PWS Crosswalk. See Attachment J-17b, “222-S Laboratory Performance Work Statement (PWS)” tab for complete listings. The Offeror shall not add or subtract in this section. Offeror shall complete all applicable PWS numbers and descriptions for each line of data.

(D) Section “Proposal WBS” in the table is to contain Government-provided numbers and descriptions in accordance with Attachment J, Attachment J-17e, Proposal Package to 222-S Laboratory PWS Crosswalk, columns Proposal WBS (BOEs) and Proposal WBS Descriptions (Proposal BOEs) for complete listings. The Offeror shall not add or subtract in this section.

(I) Offeror shall assign a Proposal WBS Number and its associated Proposal WBS Description for each line of data.

(E) Section Offeror’s Estimating Data contains the Offeror’s data and shall be filled out according to each column title as follows:

(I) Columns “Activity ID” and “Activity ID Description” – Offeror shall provide Activity ID (Offeror’s lowest level WBS) and associated description at the task level for each line of data.

(II) Column “Contractor Classification” – Offeror shall provide the classification of the contractor performing the work (e.g. Joint-Venture, Mentor Protégé, Teaming Arrangement, Prime, Critical Subcontractor, Subcontractor, etc.), as applicable. Only one (1) classification shall be used for each entry.

(III) Column “Company” – Offeror shall provide the company name of contractor performing the work for each line of data.
(IV) Column “Resource Type” – Offeror shall provide the Resource Type (Labor, Materials/Supplies, Subcontracts, Other) for each line of data. See Section L, Attachment L-8, “Resource Codes” tab for a complete listing of Resource Type designations. Only one (1) Resource Type shall be used for each entry.

(V) Column “Resource Class” – Offeror shall provide the Resource Class associated with the Resource Code represented on each line of data.

- See Section L, Attachment L-8, “Resource Codes” tab for Resource Class designations. Only one (1) Resource Class shall be used for each entry.
  - For each line of data with a Resource Class of “Labor,” the Offeror shall also apply Use Tax and B&O tax in accordance with sub-paragraph L.15(i)(4)(vi) of these instructions. Apply Escalation, if applicable, in accordance with sub-paragraph L.15(i)(4)(vii) of these instructions.
  - For each line of data with a Resource Class of “Materials,” “Taxable Subcontracts,” or “Taxable Equipment,” the Offeror shall also apply Use Tax and B&O tax in accordance with sub-paragraph L.15(i)(4)(vi) of these instructions. Apply Escalation, if applicable, in accordance with sub-paragraph L.15(i)(4)(vii) of these instructions.
  - For each line of data with a Resource Class of “Subcontracts,” “Equipment,” “Government Furnished Cost,” or “Other Direct Cost,” the Offeror shall also apply Use Tax and B&O tax in accordance with sub-paragraph L.15(i)(4)(vi) of these instructions. Apply Escalation, if applicable, in accordance with sub-paragraph L.15(i)(4)(vii) of these instructions.

“Resource Class” – Critical Subcontractors: Critical subcontractors shall leave this “Resource Class” field blank for each line of data.


(VII) Column “Item Description” – Offeror shall provide an Item Description for the Resource Code represented on each line of data.

(VIII) Column “Unit of Measure” – Offeror shall provide the unit of measure for the respective resource.

(IX) Column “Labor Base Rate” – Offeror shall provide the base unit rate in accordance with Section L, Attachment L-6, Cost Detail Worksheets, the DOE Provided Labor Rates (FY19 dollars), for each respective labor resource.

“Labor Base Rate” – Critical Subcontractors: Critical Subcontractors shall utilize the “Critical Subcontractor’s Burdened Labor Rate,” consistent with the Critical Subcontractor’s labor rates identified in the “Labor Rate Buildup” tab of Section L, Attachment L-6a, Critical Subcontractor Cost Detail Worksheets, in place of the “Labor Base Rate” for each respective labor resource.
Section Direct Cost Base Year – If Offeror’s and/or critical subcontractor’s estimate the scope utilizing an out-year profile, this section shall contain the base year cost data associated with the scope. Offeror’s data shall be filled out according to each column title as follows:

- Base Year Quantity
- Base Year Labor Hrs Unit Rate
- Base Year Total Labor Hours
- Base Year Labor Cost
- Base Year Fringe Unit Rate
- Base Year Fringe Cost (Base Year Labor Cost x Base Year Fringe Unit Rate)
- Base Year Total Labor Cost (Base Year Labor Cost + Base Year Fringe Cost)
- Base Year Materials/Supplies Unit Rate
- Base Year Materials/Supplies Cost
- Base Year Equipment Unit Rate
- Base Year Equipment Cost
- Base Year Subcontract Unit Rate
- Base Year Subcontract Cost
- Base Year Other Direct Cost Unit Rate
- Base Year Other Direct Cost
- Base Year Use Tax Unit Rate
- Base Year Use Tax Cost (Base Year Taxable Resource Cost x Base Year Use Tax Unit Rate)
- Base Year Government Furnished Cost
- Total Base Year Direct Cost (Base Year Total Labor Cost + Base Year Material/Supplies Cost + Base Year Equipment Cost + Base Year Subcontract Cost + Base Year Other Direct Cost + Base Year Use Tax Cost + Base Year Government Furnished Costs)

**Critical Subcontractors:** Critical subcontractors shall provide the pricing basis and calculation used for each critical subcontractor’s markup. For each markup, a column shall be added within each FY in the sequence of how the critical subcontractor’s cost is priced.
Sections “FY19 Data” through “FY26 Data” shall contain the Offeror’s data and shall contain no blank cells. Offeror shall include a value of zero (0) for those cells which have no data. Offeror’s data shall be filled out according to each column title as follows:

- FY Quantity
- FY Labor Hours Unit Rate
- FY Total Labor Hours
- FY Labor Cost
- FY Fringe Unit Rate
- FY Fringe Cost (FY Labor Cost x FY Fringe Unit Rate)
- FY Total Labor Cost (FY Labor Costs + FY Fringe Cost)
- FY Materials/Supplies Unit Rate
- FY Materials/Supplies Cost
- FY Equipment Unit Rate
- FY Equipment Cost
- FY Subcontract Unit Rate
- FY Subcontract Cost
- FY Other Direct Cost Unit Rate
- FY Other Direct Cost
- FY Use Tax Unit Rate
- FY Use Tax Cost
- FY Government-Furnished Cost
- Total FY Direct Cost (FY Total Labor Cost + FY Material/Supplies Cost + FY Equipment Cost + FY Year Subcontract Cost + FY Other Direct Cost + FY Use Tax Cost + FY Government Furnished Costs)
- FY Escalation Unit Rate
- FY Escalation Cost (Total FY Direct Cost x FY Escalation Unit Rate)
- FY B&O Tax Unit Rate
- FY B&O Tax Cost (Total FY Direct Cost + FY Escalation Cost ) x B&O Tax Unit Rate)
- Total Cost Without Fee (Total FY Direct Cost + FY Escalation Cost + FY B&O Tax Cost)

Sections “FY19 Data” through “FY26 Data” – Critical Subcontractors: Shall provide the pricing basis used for each Critical Subcontractor’s defined benefit or markup. For each markup, a column shall be added within each FY in the sequence of how the Critical Subcontractor’s cost is priced.

Column “Notes” – The Offeror shall provide the cost basis for each proposed non-labor Resource Code represented on each line of data, excluding GFCs.
(v) “Direct Cost Summary” tab - The Offeror shall provide total direct cost for each Cost Category by PWS element. Each PWS element shall roll up cumulatively to the higher tiered PWS level. Proposed costs in Section L, Attachment L-7, Cost Summary Worksheets, shall reconcile to the values in the “Estimating Flat File” tab in Attachment L-6.

“Direct Cost Summary – Critical Subcontractors”: Critical Subcontractors may add lines for each markup, as applicable. Supporting documentation shall be provided for each markup included in the proposal pricing.

(2) L-7/L-7a Cost Summary Worksheets –

(i) The Offeror shall not provide its own PWS or Proposal WBS structure (including adding to or aggregating PWS or Proposal WBS elements) for this.

(ii) Proposed costs in Attachment L-7, Cost Summary Worksheets shall reconcile to the values in the “Estimating Flat File” tab contained in Section L, Attachment L-6, Cost Detail Worksheets.

(iii) “Cost Summary by CLIN” tab – The Offeror shall provide Total Proposed Cost Without Fee by CLIN by FY, Base Period, and each Option Period.

Cost Summary by CLIN – Critical Subcontractors: Critical Subcontractors may add lines for each markup, as applicable. Supporting documentation shall be provided for each markup included in the proposal pricing.

(iv) “Cost Summary by PWS” tab – The Offeror shall provide direct costs by PWS and Proposal WBS by FY for the Base Period and each Option Period. The Offeror shall apply escalation, and B&O tax to the total direct costs.

(v) “Cost Summary by Element” tab – The Offeror shall provide direct costs by cost category for the Base Period and each Option Period. The Offeror shall apply escalation, and B&O tax to the total direct costs.

Cost Summary by Element – Critical Subcontractors: Critical Subcontractors may add lines for each markup, as applicable. Supporting documentation shall be provided for each markup included in the proposal pricing.

(vi) “Table B-2” tab – The Offeror shall complete Table B-2, “Contract Cost and Fee” under the following specifications: (Critical Subcontractors do not submit a B-2 Table)

(A) Cost and fee amounts shall be provided and split for each CLIN for the Base Period and each Option Period as identified in the table.

(B) Proposed amounts are to be provided for each CLIN.

(C) UBS Reimbursement from OHCs (offset CLINs 0040, 1040, 2040) shall be the Estimated Cost for the respective CLINs entered as a negative value.

(D) “Estimated Cost and Fee” for Total Base Period, Total Option Period 1, and Total Option Period 2 are the total sums for their respective Periods of Performance.
(k) Historical Cost Reference Data (HCRD) – The HCRD consists of representative historical data relating to selected PWS elements. The document includes a scope description of the work represented by the historical costs. The HCRD files are only to be used as a reference historical scope and cost and will be located in the 222-S Document Library. The historical costs reflect activity level for FY17 on the Hanford Site but may not be representative of future activity (or the Tri-Party Agreement [TPA], consent decrees, and settlement agreements between the DOE and federal and state regulatory agencies for the Hanford Site).

(l) Estimating Software – All cost estimating data shall be provided by the Offeror in Section L, Attachment L-6, “Estimating Flat File” tab per the instructions in paragraph (j), “Cost Worksheet Instructions.” All cost estimating data shall be fully traceable between the detailed costs of the Estimating Flat File and the worksheets included in Section L, Attachments L-6 and L-7. Examples of the type of information that would provide traceability include VLOOKUP formulas between the worksheets or formulas that sum detailed costs to a higher level within the worksheets.

(m) The Contract includes Section I Clause entitled, FAR 52.215-17 Waiver of Facilities Capital Cost of Money; therefore, as a condition of award, the Offeror shall not propose facilities capital cost of money.

(n) DOE or its cognizant audit entity shall request additional supporting information for purposes of clarification in evaluating cost.

(o) 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 Acquisition CO and the cognizant Defense Contract Audit Agency 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, this data shall be provided for each entity.

(p) Accounting System – The accounting system the Offeror shall utilize is part of the Business Management System (BMS). Refer to Section C.3.6.3, Information Management regarding the BMS.

(q) Responsibility Determination and Financial Capability: FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial 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 is not limited to, the following:

(1) Financial statements (audited, if available) and notes to the financial statements for the last three FYs (required for each member of the Offeror’s Teaming Arrangement if a teaming arrangement is used);

(2) The last Annual Report for the parent corporation(s). In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities shall be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective Offeror and assume all contractual obligations of the prospective Offeror; and

(3) Any available lines of credit;

(4) State what percentage of the Offeror’s estimated total business a contract awarded to the Offeror as a result of this solicitation will represent during the POP of such contract; and
(5) Describe the impact of this Contract on the Offeror’s Organization and any contingency, limitation, and conditions affecting the availability of financing for this Contract.

Using the above information and other information, the Government will make a FAR Part 9 entitled, Contractor Qualifications, responsibility determination of the prospective awardee. The Government may request a Financial Capability Review of each Offeror from an audit entity, as part of the Government’s consideration in making the responsibility determination.

**L.16 DOE-L-2014 Date, Time, and Place Offers are Due (Oct 2015)**

All Offers in response to this solicitation are due at the date, time, and place identified on the Standard Form (SF 33), Solicitation, Offer and Award (See Section A, Block 9). Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

**L.17 DOE-L-2016 Number of Awards (Oct 2015)**

It is anticipated that there will be one award resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government’s best interest to do so.

**L.18 DOE Contacts Regarding Future Employment**

Offerors may contact incumbent Contractor employees about future employment except where prohibited by law. These contacts must take place outside the normal working hours of the employees.

**L.19 DOE-L-2021 Guidance for Prospective Offerors - Impact of Teaming Arrangements on Small Business Status (Oct 2015)**

(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 shall review 13 C.F.R. § 121.103, “How does SBA determine 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 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.

**L.20 DOE-L-2026 Service of Protest (Oct 2015)**

(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 CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Energy/EMCBC
Attention: Bill Hensley, Contracting Officer
250 East 5th Street STE 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.

(c) Another copy of a protest filed with the GAO 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.21 DOE-L-2027 Notice of Protest File Availability (Oct 2015)

(a) If a protest of this procurement is filed with the GAO in accordance with 4 CFR Part 21, any actual or prospective Offeror may request DOE to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1605 of Public Law 103-355. Such request must be in writing and addressed to the CO 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 shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.)


Protests to the agency will be decided either at the level of the Head of the Contracting Activity or at the headquarters level. DOE’s agency protest procedures, set forth at 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the Department. The Department encourages potential protestors to discuss their concerns with the CO prior to filing a protest.

L.23 FAR 52.225-10 Notice of Buy American Requirement – Construction Materials (May 2014)

(a) Definitions. “Commercially available off-the-shelf (COTS) item,” “construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American—Construction Materials” (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An Offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the CO in time to allow a determination before submission of offers. The Offeror shall include the information and applicable supporting data required by Paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an Offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the Offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.
(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an Offeror that requested the substitution of foreign construction material based on unreasonable cost and an Offeror that did not request an exception, the CO will award to the Offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the Offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the Offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the Offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested:

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

L.24 List of Section L Attachments

Attachment L-1 Performance Guarantee Agreement
Attachment L-2 Key Personnel Standard Resume Format
Attachment L-3 Past Performance Reference Information Form
Attachment L-4 Past Performance Cover Letter and Questionnaire
Attachment L-5 List of Contracts Terminated for Default or Convenience
Attachment L-6 Cost Detail Worksheets
Attachment L-7 Cost Summary Worksheets
Attachment L-8 Assumptions
Attachment L-9 Offeror’s Proposed Accounting System Information
Attachment L-10 List of DOE Contracts
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ATTACHMENT L-1

PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE-______________________ for 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 ______________________ 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 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

(c) 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 hereunder, 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 the 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 ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of:

(a) 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

(b) 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, bylaws, 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
ATTACHMENT L-2

KEY PERSONNEL STANDARD RESUME FORMAT

(Resume must not exceed three (3) pages in length for each key personnel)

Note: The Offeror may amend the format for Attachment L-2, Key Personnel Standard Resume Format, as long as the exact information, font and size, and page limitations (as identified in Section L.8) are followed.

Name of Key Person:

Name of Offeror:

Proposed Position with Offeror:

Availability Date and Period of Commitment: (Insert [month/date/year] for availability date; period of commitment shall be reflected from date of contract award forward).

Name of Company with whom key person will be employed:

Level of Security Clearance (or ability to obtain necessary clearance):

Country of Citizenship:

Duties and Responsibilities in Proposed Position:

Relevant Experience: (Starting with current position and working backwards: Identify name and address of employer, contract title, dates of employment, position titles, specified duties and responsibilities, and name, title and phone number of supervisor. Address specific information on the qualifications, experience, and demonstrated performance relevant to the proposed position, including individual leadership and technical expertise qualities. Identify specific examples of demonstrated leadership as opposed to just leadership positions held. Describe how work experience relates to the 222-S Laboratory issues and capability to function effectively in the proposed team position.)

Education: (Provide degree(s) earned, discipline(s), year(s) degree(s) attained, and institution(s); if degree is incomplete, identify the number of hours earned towards degree).

Professional Affiliations, Registrations, Certifications, and Licenses

Publications, Awards, Honors, and Professional Recognition: (Please list, but do not attach copies)

Professional Development: (Attach a list of all special/job related training. This is excluded from the page limitation specified in Section L.)

Three References

(Name, title, company/organization, address, phone number, and e-mail address [current and at least two (2) previous employers or positions.])

Letter of Commitment: (A signed letter of commitment should be attached to each resume - use the letter of commitment format specified in Section L.13(c). Page limits for resumes do not include letters of commitment.)
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ATTACHMENT L-3

PAST PERFORMANCE REFERENCE INFORMATION FORM

(Completed Form limited to seven pages per reference contract for boxes #1-21, 23, and 24, and up to two additional pages for Box #22. If the reference contract is/was a subcontract to a prime contract, the information contained within this L-3 form shall only pertain to the subcontract information Offerors are reminded the information submitted shall be readable and in a searchable format.)

<table>
<thead>
<tr>
<th>Past Performance Reference Information Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Name and DUNS # of Offeror Submitting Proposal:</td>
</tr>
<tr>
<td>2. Name and DUNS # of Company for which L-3 Form is being submitted:</td>
</tr>
<tr>
<td>3. Name of Reference Contract Client (e.g., Government Agency or Prime Contractor):</td>
</tr>
<tr>
<td>4. Name and DUNS # of Entity Reference Contract was Awarded To:</td>
</tr>
<tr>
<td>*If the Entity was made up of member companies, provide each member’s company name and DUNS # as well.</td>
</tr>
<tr>
<td>5. Reference Contract Number:</td>
</tr>
<tr>
<td>Reference Contract Title:</td>
</tr>
<tr>
<td>6. Reference Contract Available in PPIRS (i.e., Yes/No):</td>
</tr>
<tr>
<td>7. Reference Contract Client Point of Contact:</td>
</tr>
<tr>
<td>*The reference point of contact must include the Contracting Officer (or equivalent), and may also include the Project Director or Contracting Officer’s Representative (or equivalents).</td>
</tr>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>Telephone:</td>
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<tr>
<td>Email:</td>
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<tr>
<td>Address:</td>
</tr>
<tr>
<td>8. Reference Contract Period of Performance:</td>
</tr>
<tr>
<td>9. Reference Contract Start Date:</td>
</tr>
<tr>
<td>10. Reference Contract Completion/Termination Date:</td>
</tr>
<tr>
<td>11. Reference Contract Type (e.g., FP, T&amp;M, CPFF, CPIF, CPAF, etc.):</td>
</tr>
<tr>
<td>12. Reference Contract Total Value and Approximate Average Annual Value (separately list fee if cost-type):</td>
</tr>
</tbody>
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### Past Performance Reference Information Form

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<tbody>
<tr>
<td>13.</td>
<td>Reference Contract Value Performed To Date <em>(Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment; Date = RFP release date):</em></td>
</tr>
<tr>
<td>14.</td>
<td>Portion (%) of work Company (identified in #2) is proposed to perform on 222-S. Identify the specific PWS WBS sections and indicate the percentage for each PWS WBS section.</td>
</tr>
<tr>
<td>15.</td>
<td>Scope Company (identified in #2) is proposed to perform on 222-S. List applicable PWS elements. Identify the specific PWS WBS sections and discuss the specific areas of scope to be performed.</td>
</tr>
<tr>
<td>16.</td>
<td>Scope Company (identified in #4) performed on Reference Contract:</td>
</tr>
<tr>
<td>17.</td>
<td>Complexity Company (identified in #2) is proposed to perform on 222-S:</td>
</tr>
<tr>
<td>18.</td>
<td>Complexity of work Company (identified in #4) performed on Reference Contract:</td>
</tr>
<tr>
<td>19.</td>
<td>Describe any recognized accomplishments the company (identified in #4) has received on the reference Contract:</td>
</tr>
<tr>
<td>20.</td>
<td>Provide information on challenges/problems encountered on the Reference Contract and actions taken by the company (identified in #4) to resolve these matters:</td>
</tr>
<tr>
<td>21.</td>
<td>Safety statistics: provide Days Away, Restricted or Transferred and Total Recordable Case (TRC) rates and hours worked for the company (identified in #4) on the Reference Contract by Fiscal Year (FY) completed within the last five years from the original solicitation issuance date.</td>
</tr>
<tr>
<td>22.</td>
<td>For the Reference Contract, identify any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments (EA) website <em>(<a href="https://energy.gov/ea/information-center/enforcement-infocenter">https://energy.gov/ea/information-center/enforcement-infocenter</a>)</em> within the last five years from the original solicitation issuance date and corrective actions taken to resolve those problems.</td>
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### Past Performance Reference Information Form

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<tbody>
<tr>
<td><strong>23.</strong> For the Reference Contract, demonstrate actual prior innovations, work performance improvements, cost efficiencies, and successful partnerships with the Government, Client, and Regulators.</td>
<td></td>
</tr>
<tr>
<td><strong>24.</strong> Was the Reference Contract awarded to an affiliated company of the entity for which the L-3 form is being submitted (identified in #2)? (Yes/No)</td>
<td></td>
</tr>
</tbody>
</table>

  *If “Yes,” the Offeror shall describe the resources of the parent, member, or affiliated company that will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance.*

  *If a common parent company is being used to establish the nexus between the Offeror and an affiliated company, then the Offeror must describe how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the parent company.*

  *If the Offeror identified past performance information for predecessor companies that existed prior to any mergers or acquisitions, the Offeror shall demonstrate such performance reasonably can be predictive of the Offeror’s performance.*

**Note:** The Offeror may amend the format for Attachment L-3, *Past Performance Reference Information Form*, as long as the exact information, font and size, and page limitations are followed. Also, the information contained in the Offeror’s submitted L-3 forms shall be consistent with the information contained in other sections of the Volume II proposal.
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ATTACHMENT L-4

PAST PERFORMANCE COVER LETTER AND QUESTIONNAIRE

Past Performance Cover Letter for ________________

Dear “Client”:

We are currently responding to the Department of Energy (DOE) Request for Proposals Solicitation No. 89303318REM000012, 222-S Laboratory Contract (222-S) at the Hanford Site in Richland, WA.

The solicitation places emphasis on past performance as a source selection factor. In addition to requesting the attached Questionnaire be completed, the Government is requiring that clients of entities responding to the solicitation be identified and their participation in the evaluation process be requested. In the event you are contacted for information by the Government on work we have performed, you are hereby authorized to respond to those inquiries.

We are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance.

Please return the completed questionnaire within ten (10) calendar days.

YOU ARE HIGHLY ENCOURAGED TO SCAN AND EMAIL THE QUESTIONNAIRE TO THE EMAIL ADDRESS PROVIDED BELOW:

   Email Address: 222_Slab@emcbc.doe.gov

If you are unable to scan and email a copy, it can be mailed to the following address:

   U S. Department of Energy/EMCBC
   Attention: Bill Hensley, Contracting Officer
   250 East 5th Street STE 500
   Cincinnati, OH 45202

If mailing, please mark the envelope:

   “SOURCE SELECTION INFORMATION - SEE FAR 3.104” “TO BE OPENED ONLY BY THE CONTRACTING OFFICER”
Past Performance Questionnaire

A. Referenced Contract and Client Information

<table>
<thead>
<tr>
<th>Referenced Contract and Client Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Company Being Evaluated:</td>
</tr>
<tr>
<td>Contract Number and Title Being Evaluated:</td>
</tr>
<tr>
<td>Assessment Period for which PPQ covers</td>
</tr>
<tr>
<td>Company’s performance:</td>
</tr>
<tr>
<td>Evaluator’s Name:</td>
</tr>
<tr>
<td>Evaluator’s Address:</td>
</tr>
<tr>
<td>Evaluator’s Phone &amp; Email:</td>
</tr>
<tr>
<td>Evaluator’s Organization:</td>
</tr>
<tr>
<td>Evaluator’s role in the management of the</td>
</tr>
<tr>
<td>contract*:</td>
</tr>
</tbody>
</table>

* The reference point of contact completing and submitting the questionnaire must be the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office. Only one questionnaire should be submitted per contract reflecting a coordinated response.

B. Rating Scale and Definitions

<table>
<thead>
<tr>
<th>Rating</th>
<th>Definition</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>Performance meets contractual requirements and exceeds many to the Client’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective.</td>
<td>To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Client. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been no significant problems identified.</td>
</tr>
<tr>
<td>Very Good</td>
<td>Performance meets contractual requirements and exceeds some to the Client’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.</td>
<td>To justify a Very Good rating, identify a significant event and state how it was a benefit to the Client. There should have been no significant problems identified.</td>
</tr>
</tbody>
</table>
### Rating Scale and Definitions

<table>
<thead>
<tr>
<th>Rating</th>
<th>Definition</th>
<th>Note</th>
</tr>
</thead>
</table>
| Satisfactory   | Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory. | To justify a Satisfactory rating, there should have been only minor problems, or major problems the Contractor recovered from without impact to the contract/order. There should have been NO significant problems identified.  
Note: The Contractor should not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order. |
| Marginal       | Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor’s proposed actions appear only marginally effective or were not fully implemented. | To justify Marginal performance, identify a significant event in each category that the Contractor had trouble overcoming and state how it impacted the Client. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter). |
| Unsatisfactory | Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the Contractor’s corrective actions appear or were ineffective. | To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming and state how it impacted the Client. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the Contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters). |

### C. Assessment Areas

Please provide explanatory narratives to support your ratings.
1. **Quality of Product or Service**

Example: How well did the Contractor provide services that met the terms of the contract? How technically accurate were the Contractor deliverables? What was the quality level of the Contractor deliverables? How well did the Contractor perform the contract services in a safe manner?

<table>
<thead>
<tr>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
<th>Not Applicable</th>
<th>Do Not Know</th>
</tr>
</thead>
</table>

Supporting Narrative:

2. **Schedule Compliance**

Example: How well did the Contractor provide timely services in accordance with contract schedules? How well did the Contractor take measures to minimize delays that were within its control?

<table>
<thead>
<tr>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
<th>Not Applicable</th>
<th>Do Not Know</th>
</tr>
</thead>
</table>

Supporting Narrative:

3. **Cost Control**

Example: How well did the Contractor control its costs?

<table>
<thead>
<tr>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
<th>Not Applicable</th>
<th>Do Not Know</th>
</tr>
</thead>
</table>

Supporting Narrative:

4. **Business Relations**

Example: How well did the Contractor interface with you to address requests, complaints, and inquiries? If given the choice, would you select this Contractor again to perform your required services?

<table>
<thead>
<tr>
<th>Exceptional</th>
<th>Very Good</th>
<th>Satisfactory</th>
<th>Marginal</th>
<th>Unsatisfactory</th>
<th>Not Applicable</th>
<th>Do Not Know</th>
</tr>
</thead>
</table>

Supporting Narrative:
5. Management of Key Personnel/Staffing

Example: How well did the Contractor allocate the appropriate personnel resources to meet customer needs? How well did the Contractor provide staff on short notice for quick turnaround of personnel?

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</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>Very Good</td>
<td>Satisfactory</td>
<td>Marginal</td>
<td>Unsatisfactory</td>
<td>Not Applicable</td>
<td>Do Not Know</td>
</tr>
</tbody>
</table>

Supporting Narrative:

6. Regulatory Compliance

Example: How well did the Contractor comply with all terms and conditions in the contract relating to applicable regulations and codes considering compliance with financial, environmental, safety, and labor regulations as well as any other reporting requirements.

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<th>O</th>
<th>O</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>Very Good</td>
<td>Satisfactory</td>
<td>Marginal</td>
<td>Unsatisfactory</td>
<td>Not Applicable</td>
<td>Do Not Know</td>
</tr>
</tbody>
</table>

Supporting Narrative:

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

Additional Comments:
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ATTACHMENT L-5

LIST OF CONTRACTS TERMINATED FOR DEFAULT OR CONVENIENCE

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Contract No.</th>
<th>Client Point of Contact</th>
<th>POC Information (address, phone no., email address)</th>
<th>Performance Period</th>
<th>Terminated for Default or Convenience</th>
</tr>
</thead>
<tbody>
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**Note:** Information shall only be provided for contracts terminated within the preceding five years from the date of the initial solicitation. Additionally, explanatory information may be provided below the table for each contract terminated for default or convenience, along with a brief description of the work. If the Offeror does not have any contracts/projects to report, a blank form shall be submitted stating such.
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ATTACHMENT L-6

COST DETAIL WORKSHEETS

(see separate file)
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ATTACHMENT L-6a

CRITICAL SUBCONTRACTOR COST DETAIL WORKSHEETS

(see separate file)
ATTACHMENT L-7

COST SUMMARY WORKSHEETS

(see separate file)
ATTACHMENT L-7a

CRITICAL SUBCONTRACTOR COST SUMMARY WORKSHEETS

(see separate file)
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ATTACHMENT L-8

ASSUMPTIONS

(see separate file)
ATTACHMENT L-9

OFFEROR’S PROPOSED ACCOUNTING SYSTEM INFORMATION

1. Is the accounting system in accordance with generally accepted accounting principles? Please explain.

2. Does the proposed accounting system provide for:
   a. Proper segregation of direct costs from indirect costs? Please explain.
   b. Identification of and accumulation of direct costs by contract? Please explain.
   c. A logical and consistent method for allocation of indirect costs to intermediate and final cost objectives? (A contract is a final cost objective.) Please explain.
   d. Accumulation of costs under general ledger control? Please explain.
   e. A timekeeping system that identifies employees’ labor by intermediate or final cost objectives? Please explain.
   f. A labor distribution system that charges direct and indirect labor to the appropriate cost objectives? Please explain.
   g. Interim (at least monthly) determination of cost charged to a contract through routine posting of book of accounts? Please explain.
   h. Exclusion from costs charged to government contracts of amounts which are not allowable in terms of FAR Part 3 entitled, Contract Cost Principles and Procedures, or other contract provisions? Please explain.
   i. Identification of costs by contract line item and by units (as if unit or line items were a separate contract) if required by the proposed contract? Please explain.
   j. Segregation of preproduction costs from production costs (if applicable)? Please explain.

3. Does the proposed Accounting System provide financial information:
   a. Required by clauses concerning limitation of costs (FAR 52.232-20) and/or limitation on payments (FAR 52.216-16)? Please explain.
   b. Required to support request for progress payments? Please explain.

4. Is the proposed accounting system designed, and are the records maintained in such a manner, that adequate, reliable data are developed for use in pricing follow-on acquisitions? Please explain.

Is the accounting system currently in full operation? If not, describe which portions are: (1) in operation; (2) set-up, but not yet in operation; (3) anticipated; or (4) nonexistent.
ATTACHMENT L-10

LIST OF DOE CONTRACTS

Instructions: The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601, and critical subcontractor(s), shall provide a listing on Attachment L-10 of all DOE prime contracts (including NNSA) currently being performed and/or for contracts that were completed within the last 5 years from the original solicitation issuance date. If the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601, or critical subcontractor(s) provided past performance information on predecessor companies that existed prior to any mergers or acquisitions, the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601, or critical subcontractor(s) shall also provide a list of DOE contracts for the predecessor companies. This includes contracts for which the Offeror or critical subcontractor(s) was a member organization in a joint venture, LLC, or other similar entity as a prime Contractor to DOE.

<table>
<thead>
<tr>
<th>Contract Number:</th>
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<table>
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<tr>
<th>Contract Title:</th>
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<table>
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<tr>
<th>Contractor Name:</th>
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<table>
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<tr>
<th>Period of Performance:</th>
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