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

**L.01 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

<https://acquisition.gov/far/index.html>

Provision No.	FAR / DEAR Reference	Title
1a.	52.204-7	SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
1b.	52.215-1	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)
1c.	52.216-29	TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS—NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION (FEB 2007)
1d.	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
1e.	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)
1f.	52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

**L.02 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a hybrid contract that includes Fixed Price Contract Line Items (CLINs) and Requirements CLINs under which Time and Materials (T&M) and Fixed Price task orders will be issued.

**L.03 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S Department of Energy  
Environmental Management Consolidated Business Center (EMCBC)  
Attn: Bill Hensley, Contracting Officer  
110 Boggs Lane  
Springdale, OH 45246

Telephone: (513) 246-0566  
Facsimile: (513) 246-0529  
E-mail: [bill.hensley@emcbc.doe.gov](mailto:bill.hensley@emcbc.doe.gov)

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

**L.04 DEAR 952.219-70 DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000)**

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist firms certified under section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the Contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

**L.05 DEAR 952.233-2 SERVICE OF PROTEST (MAY 2010)**

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

**L.06 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (MAY 2010)**

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

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

**L.07 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)**

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 48 CFR [933.103](#), elaborate on these options and on the availability of a suspension of a

procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the Contracting Officer prior to filing a protest.

**L.08 DEAR 970.5223-3 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)**

(a) Any contract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites.

(b) By submission of its offer, the officer agrees to provide to the Contracting Officer, within 30 days after notification of selection for award, or award of a contract, whichever occurs first, pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR part 707. DOE may grant an extension to the notification or implementation period if necessary as per 10 CFR 707.5(g).

(c) Failure of the offeror to agree to the condition of responsibility set forth in paragraph (b) of this provision renders the offeror unqualified and ineligible for award.

**L.09 OFFER ACCEPTANCE PERIOD**

The minimum offer acceptance period is **360** calendar days after the required date for receipt of proposals.

**L.10 FALSE STATEMENTS**

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

**L.11 EXPENSES RELATED TO PROPOSAL SUBMISSION**

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

**L.12 QUESTIONS CONCERNING THE RFP**

Questions concerning this solicitation must be submitted via email at [ctac@emcbc.doe.gov](mailto:ctac@emcbc.doe.gov) and will be accepted up to **TBD**. Questions submitted after that date may not allow the Government sufficient time to respond.

Responses to submitted questions will be posted on the following procurement website: [www.emcbc.doe.gov/SEB/CTAC](http://www.emcbc.doe.gov/SEB/CTAC).

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

The Government shall not respond to questions submitted by telephone or in person at any time. Offerors are encouraged to periodically check the acquisition website at [www.emcbc.doe.gov/SEB/CTAC](http://www.emcbc.doe.gov/SEB/CTAC) to ascertain the status of any answers to questions, as hard copies will not be distributed.

**L.13 INTENTION TO PROPOSE**

In order to enable DOE to anticipate the number of proposals to be evaluated, as an optional courtesy to DOE, Offerors are requested to submit via email a “Notice of Intent to Propose” to [ctac@emcbc.doe.gov](mailto:ctac@emcbc.doe.gov) within 10 days of proposal due date. The email shall contain known Offeror information such as the name of the Offeror, Company Division and information on all teaming members, and subcontractors, etc.; and appropriate contact information such as address and telephone number of the company. Failure to provide this advance notification does not preclude an Offeror from submitting an offer under this solicitation.

**L.14 AMENDMENT OF THE SOLICITATION**

Any amendments to this solicitation (prior to submission of offers and other information) generated by the issuing office will be provided on the Internet via the procurement website at: [www.emcbc.doe.gov/SEB/CTAC](http://www.emcbc.doe.gov/SEB/CTAC) and to the FedConnect website at: <https://www.fedconnect.net/FedConnect/Default.htm>.

**L.15 ELECTRONIC MEDIA – RFP AND AMENDMENT(S) DISTRIBUTION**

In order to further the Government policy of maximizing electronic commerce and minimizing acquisition process costs, electronic media will be used to distribute the RFP and amendments to the public. The RFP and any amendments will be posted via the FedConnect website at: <https://www.fedconnect.net/FedConnect/Default.htm>. The Fedconnect electronic medium will constitute the official distribution method for this RFP.

The RFP, related reference documents, any amendments, and questions and answers will also be posted to the Environmental Management Consolidated Business Center (EMCBC) CTAC website at: [www.emcbc.doe.gov/SEB/CTAC](http://www.emcbc.doe.gov/SEB/CTAC). Offerors and all other interested parties shall maintain continual surveillance of the websites to remain abreast of the latest available information. No other communication, whether oral or in writing, will modify or supersede the terms of the RFP.

**L.16 CONTENT OF RESULTING CONTRACT**

Any Contract awarded as a result of this solicitation will contain Part I – The Schedule, Part II – Contract Clauses, and Part III, List of Documents, Exhibits and Other Attachments.

**L.17 DISPOSITION OF OFFERS AND PROPOSAL INFORMATION**

Proposals will not be returned. Proposals not required for official record retention will be destroyed. Drawings, specifications, and other documents supplied with the solicitation may be retained by the Offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

**L.18 ALTERNATE PROPOSALS**

Alternate proposals are not solicited and will not be evaluated.

**L.19 EXCEPTIONS OR DEVIATIONS**

The Offeror's exceptions to and deviations from the solicitation's terms and conditions, including but not limited to Federal Acquisition Regulation (FAR), Department of Energy Acquisition Regulation (DEAR), and DOE clauses are not sought and the Government is under no obligation to enter into discussions. Any exceptions, deviations, or conditional assumption to the terms of the solicitation may make an offer ineligible for award.

**L.20 NUMBER OF AWARDS**

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

**L.21 SET-ASIDE INFORMATION AND SMALL BUSINESS SIZE STANDARD**

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

**L.22 RESPONSIBLE PROSPECTIVE OFFEROR**

(a) The general and additional minimum standards for responsible prospective Offeror set forth at 48 CFR 9.1 and 48 CFR 909.1 apply.

(b) DOE may conduct pre-award surveys in accordance with 48 CFR 9.106 and may solicit from available sources, relevant information concerning the Offeror's record of past performance, and use such information in making determinations of an Offeror's responsibility.

**L.23 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.24 ELECTRONIC SUBMISSION**

The Offeror's proposal shall be submitted through FedConnect to the DOE STRIPES system. The

submitted electronic version constitutes the official proposal. The Offeror shall access FedConnect at: <http://www.compusearch.com/products/fedconnect/vendors>.

**L.25 COMMITMENT OF PUBLIC FUNDS**

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

**L.26 NOTICE OF LABOR PROVISIONS**

The Offeror should note that this solicitation includes FAR clause 52.222-35, Equal Opportunity for Veterans, and FAR clause 52.222-36, Equal Opportunity for Workers with Disabilities, that require the Contractor to take affirmative action to employ, advance in employment and otherwise treat qualified veterans and individuals with disabilities without discrimination in all employment practices.

General information regarding the requirements of the Service Contract Act of 1965 (41 U.S.C. 351-358) may be obtained from the Department of Labor, Washington, D.C., 20310, or from any regional office of that agency. Requests for information should include the RFP number, the name and address of the issuing agency, and a description of the supplies or services.

**L.27 TIME, DATE, AND PLACE OFFERS AND PROPOSAL INFORMATION ARE DUE**

- (a) All Offers and Proposal Information, including the official electronic submission and the three written proposal volumes, must be received on or before [REDACTED] by 4:00 p.m. Eastern Time.
- (b) Written proposals delivered via standard, next day, or express mail, shall be marked as follows:

FROM: Offeror's Name

MAIL TO:

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

Request for Proposal (RFP) No. DE-SOL-0007012  
Due Date: [REDACTED] by 4:00 p.m. Eastern Time.

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

- (c) Offers may be hand delivered to the above address, but the Offeror must phone the Contract Specialist one business day in advance to arrange delivery:

Hand carried package(s) may only be delivered during the hours 8:00 a.m. to 4:00 p.m. Eastern Time on Federal workdays. Delivery to any other location than that specified herein is unacceptable.

- (d) Notwithstanding which method of delivery the Offeror chooses to use, the **Offeror** assumes full responsibility for ensuring that the proposal is received at the place and by the date and time specified in the RFP. Such proposals must be closed and sealed as if mailing. Any offers received at the Government office designated in this provision after the exact time specified for receipt of offers is “late” and will **NOT** be considered.

**L.28 GUIDANCE FOR PROSPECTIVE OFFERORS – IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS**

- (a) This procurement has been set aside for small business. In order to ensure that award is made to an eligible small business, prospective Offerors, in consultation with legal counsel, are encouraged to review the Small Business Administration's (SBA's) size eligibility standards found at Title 13 of the Code of Federal Regulations, Section 121 (13 C.F.R. § 121). In particular, Offerors proposing a joint venture, subcontracting, or another form of teaming arrangement should review 13 C.F.R. § 121.103, "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.
- (c) Business concerns are considered to be affiliates of each other if either one directly or indirectly controls or has the power to control the other, or if another concern controls both. In determining whether affiliation exists, factors such as common ownership (stock ownership or options, convertible securities and agreements to merge), common management, and contractual relationships are considered. An Offeror will also be found to be affiliated with its subcontractor(s) if the Offeror is unusually reliant upon its subcontractors or if the subcontractor(s) will perform primary and vital requirements of a contract.
- (d) The SBA has issued several decisions concerning its evaluation of affiliation of an Offeror and its proposed subcontractor(s). The following examples set forth characteristics that the SBA has reviewed in considering the question of affiliation and may assist prospective Offerors in developing any teaming arrangements and their proposals.

(1) The SBA considers whether proposed subcontracting, partnership, joint venture, or other teaming arrangements contain discrete descriptions of the tasks or work to be performed by each party. The SBA considers whether the Offeror or, if the Offeror is a joint venture or partnership, the joint venture participants or partners, perform the primary or vital portions of the Statement of Work. The SBA considers whether teaming arrangements clearly set forth the relationship between the parties, as well as the individual roles and responsibilities

assigned.

(2) The SBA considers whether there is a clear separation of facilities, employees, and management (decision-making authority) between the Offeror and any entities with which it has teaming arrangements.

(3) The SBA considers the extent to which the Offeror directly employs Key Personnel (Program Manager, Project Manager, etc.).

(4) If the Offeror is an eligible small business prime contractor, the SBA considers whether the majority of the technical expertise resides with the Offeror. If the Offeror is an eligible joint venture, the SBA considers whether the majority of the technical expertise resides among the joint venture members.

(5) The SBA considers the Offeror's profit sharing arrangements with its proposed subcontractor or other entities.

(6) In reviewing affiliation between the Offeror and its proposed subcontractors or entities with which the Offeror has a teaming arrangement, SBA considers the previous contractual or business relationships between the Offeror and that entity.

## **L.29 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL**

- (a) General: Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the proposal must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. Extraneous, repetitious, or wordy submissions are not desired. All pages of each part must be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number.

These instructions are provided to aid the Offeror in the preparation of their proposal. These instructions and the information contained in these instructions are not evaluation criteria for this solicitation.

- (b) Reference Material: DOE has established a website that contains various reference documents and relatable organizational weblinks for the Offeror to utilize in preparing their offer. Such documents/information can be accessed at: [www.emcbc.doe.gov/SEB/CTAC](http://www.emcbc.doe.gov/SEB/CTAC).

Offerors are cautioned that the reference documents and organizational Websites contained in the above URL address are not, nor was it intended to be, all inclusive. Offerors are strongly urged to perform additional research using other available sources.

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

The term "major subcontractor" as used in this Section L is defined as a contractor teaming arrangement where one or more subcontractors are anticipated to perform work with a value of \$5 million or more over the contract period (including option years).

(d) Electronic Submission: This solicitation requires the Offeror to submit the proposal electronically through [www.fedconnect.net](http://www.fedconnect.net) to DOE's STRIPES Contract system. The electronic proposal, submitted through FedConnect to STRIPES, constitutes the official offer and shall be in a searchable Adobe PDF format. In addition, the Offeror is to submit written proposals in three separate volumes. Written proposals shall be delivered by hand or mailed to the Contract Specialist. No proposal received through facsimile or telephone will be accepted.

(e) Required Copies: The number of copies required is shown below.

Volume I, The Offer – 1 Original, 5 copies and 5 CD-ROMs  
Volume II, Technical Proposal – 1 Original, 10 copies and 5 CD-ROMs  
Volume III, Price Proposal - 1 Original, 10 copies and 5 CD-ROMs

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.

Note: In the event of a discrepancy between the electronic submission and the provided hard copies, the electronic submission shall take precedence.

(f) Page Limitation: Pages exceeding the page count limit will not be read or evaluated and will be removed. No material may be incorporated by reference as a means to circumvent the page limitation. No page limitations apply to Volume I and Volume III.

(g) Binding and Labeling: Each volume shall be separately bound in three-ringed loose-leaf binders. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror's name, the solicitation number, the title of the solicitation, and the copy number (i.e., sequentially number the required copies with the original being labeled "Original").

(h) CD-ROMS: The cover and outside of each CD-ROM must clearly identify the volume to which it relates. Electronic media versions of the proposal files are to be formatted in Adobe Acrobat 7.0 (PDF) or higher. The electronic media versions provided shall be searchable. The CD-ROMs are provided for evaluation convenience only. In the event of a conflict, the written material takes precedence over the CD-ROM text. The Offeror shall submit any supporting spreadsheets or mathematical computation using Microsoft Excel 2007 or 2010. The Offeror's Excel files shall be working versions including formulas and computations. A second electronic file shall be provided in Adobe Acrobat 7.0 (PDF) or higher. The electronic media versions provided shall be searchable.

(i) Page Description: All pages of each volume shall be appropriately numbered, identify the name of the Offeror, the date of proposal submission, and the solicitation number. The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Any time a page limitation is specified, a page is defined as a single side. All pages of the proposal shall be submitted on 8 1/2" x 11" sheets except for graphs, tables, and spreadsheets. Printing is to be double-sided. Print type used in the text portions of the proposal shall be size 12 and font type shall be Times New

Roman. Page margins (distance between the edge of the page and the body of the proposal) shall be 1-inch on the top, bottom, left and right sides of the page. Those pages that exceed the limits set forth in this solicitation will not be considered in the evaluation.

Print type used in charts, graphics, figures, and tables may be smaller than 12 point font, but must be clearly legible. Graphs, tables and spreadsheets where necessary must be 10 point or larger Times New Roman font type. All other text must be single-spaced using 12 point Times New Roman font type. Foldouts of charts, tables, diagrams or design drawings shall not exceed 11 x 17 inches and will be considered as two pages. Foldout pages shall fold entirely within the volume. Page margins for the foldouts shall be a minimum of one inch at the top, bottom and each side.

(j) Cover letter: A cover letter shall be provided with each proposal volume as the first page. The cover letter does not count towards any page limitation and shall include the following:

1. The solicitation number;
2. The name, address, telephone numbers, facsimile numbers, and electronic addresses of the Offeror;
3. Names, titles, telephone numbers, facsimile numbers, and electronic addresses of persons authorized to negotiate (if required) and sign the proposal in connection with this solicitation;
4. The name, address, telephone number, facsimile number, and electronic address of the individual in the Offeror's organization to be contacted, if necessary, during evaluation of the proposal;
5. Dun and Bradstreet LTD DUNS number for the Offeror and each team member, if applicable;
6. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items requested in the solicitation;
7. A statement to the effect that the proposal is firm for a period of not less than 360 days;
8. If Offerors include data in their proposal that they do not want disclosed to the public, or used by the Government except for evaluation purposes shall mark the cover letter with the following legend:

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

- (k) Restriction of Data: Mark each sheet of data that is to be restricted with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."
- (l) Table of Contents: The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.
- (m) Glossary: The Offeror shall incorporate a glossary of all abbreviations and acronyms used for each volume.
- (n) Cross Reference Matrix: The Offeror shall provide a completed Cross Reference Matrix which correlates the proposal by page and section or sub-section number to the Performance Work Statement, (PWS), Section L, and Section M. This cross reference matrix shall be placed in Volume II immediately after the glossary section.
- (o) Classified Information: The Offeror shall not provide classified information in response to this solicitation.
- (p) Point of Contact: The CO is the sole point of contact during the conduct of this procurement.
- (q) Errors or Omissions. The RFP is considered complete and accurate in every detail and adequately describes the Government's requirements. If the Offeror feels any part of the RFP contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and to assure submittal of a complete proposal, the Offeror is cautioned to resolve all questionable areas with the CO.
- (r) Changes to the RFP. No changes to this RFP will be effective unless they are incorporated into the solicitation by a written and signed amendment.
- (s) Information Provided. The Government will evaluate on the basis of information provided in the proposal and in accordance with the evaluation criteria specified in Section M. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal.
- (t) Disposition of Proposals. Proposals will not be returned.

**L.30 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I: OFFER AND OTHER DOCUMENTS**

Volume I, Offer and Other Documents, consists of the items identified in the following paragraphs in the order listed. No price/cost information shall be included in the Volume I.

- (a) Standard Form (SF) 33: The Standard Form 33 shall be fully executed by an authorized representative of the Offeror. The person signing the Proposal Form must have the authority to commit the Offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects. The acceptance period entered on the Proposal Form by the Offeror must not be less than that prescribed in the solicitation provision entitled "Offer Acceptance

Period", which must apply if no other period is offered. This execution shall include acknowledgement of all amendments. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents. By signing and submitting the SF 33, the Offeror commits to accepting the resulting Contract (See provision entitled "Content of Resulting Contract") as written and to comply with the other provisions of the solicitation. Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation for inclusion in the resulting Contract may make the offer unacceptable for award without discussions.

- (b) Representations, Certifications, and Other Statements of Offerors: The Offeror, including any entity comprising the teaming arrangement thereof, as defined by FAR 9.601, and major subcontractors shall submit a fully completed and signed Section K, Representations, Certifications, and Other Statements of Offerors, as a part of Volume I of the proposal signed by an authorized representative of the Offeror.
- (c) Foreign Ownership Control, or Influence (FOCI): As a part of completing Section K, the Offeror shall provide in Volume I, the original signed and completed FOCI packet, containing the original SF-328 "Use of Certificate Pertaining to Foreign Interests," "Summary of FOCI Data Sheet," and if applicable, "Representative of Foreign Interest Statement."
- (d) Organizational Conflicts of Interest Disclosure: The Offeror, including any entity comprising the teaming arrangement thereof, as defined by FAR 9.601 shall identify in a statement any existing or potential OCI as defined in FAR Part 9.5 "Organizational and Consultant Conflicts of Interest," and outlined in detail in DEAR 952.209-8 "Organizational Conflicts of Interest Disclosure." If the Offeror believes there is an existing or potential OCI, the Offeror shall submit an appropriate mitigation plan. If the Department identifies an existing or potential OCI, the Offeror shall submit any information requested by the Department, including a mitigation plan.
- (e) Joint Ventures and/or LLCs and/or Any Other Teaming Arrangements: Offerors who submit a proposal as one of the above shall provide full and complete information on each of the participating members/companies, as well as the proposed organization itself. The Offeror shall provide copies or drafts of the applicable joint venture and/or LLC agreements, any applicable mentor/protégé agreements or arrangements, and any agreements and/or arrangements with major subcontractors regarding the nature and extent of the work to be performed under this solicitation. DOE reserves the right to require consent to subcontract for each of the proposed major subcontractors or participating members/companies in accordance with FAR 52.244-2, Subcontracts (Section I).
- (f) Contractor Compliance with Limitations on Subcontracting: In order to determine the Offeror's compliance with the Limitations on Subcontracting (FAR 52.219-14), the Offeror shall provide a chart breaking out the work areas, labor categories, and any associated labor hours to be performed by each entity (prime and each subcontractor).
- (g) Amendments to the RFP: Offeror shall provide a statement acknowledging receipt of all amendments to the solicitation.
- (h) Rights to Proposal Data: A listing of proprietary data, if any, in the Offeror's proposal where FAR 52.227-23, Rights to Proposal Data (Technical), shall apply.

- (i) Performance Guarantee: If the Offeror is a joint venture, Limited Liability Company, other similar entity, or a newly formed entity, the Offeror shall submit a fully completed and executed Performance Guarantee Agreement provided in Section L, Attachment L-5, in accordance with the Section H clause entitled, *Performance Guarantee Agreement*.
- (j) Recognition of Performing Entity: Offerors shall designate all entities that are proposed to perform work under the contract that are a part of the proposal upon which any contract award would be based. This includes subcontractors, joint venture members, parent(s), LLC members, etc.
- (k) Corporate Governance: The Offeror shall identify by name the Responsible Corporate Official who has sole corporate (parent company(s)) authority and accountability for Contractor performance. The Offeror shall also name and provide affiliation of each member of the Corporate Board of Directors (or functionally equivalent entity) who will have corporate oversight of the management operations of the proposed contractor organization and key personnel. If the Offeror's proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or similar entity where more than one company is involved in a business relationship created for the purpose of performing under the resultant contract, the Offeror shall provide the information required by this provision for that formal organizational element established to act in a manner that is functionally equivalent to a Corporate Board of Directors.

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

- (l) Equal Employment Opportunity: The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include, but not be limited to, the company name, address, phone number and the point of contact for equal employment opportunity matters. This information shall be provided for the Offeror, as well as, each joint venture, LLC, or any other teaming member, if applicable. Additionally, each first tier subcontractor with a subcontract of \$10 million or more is required to provide the information described above.
- (m) Additional Information: If the address shown on the SF 33 is different from the remittance address, it shall be provided along with any other information the Offeror needs to bring to the attention of the Government.

### **L.31 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II – TECHNICAL PROPOSAL**

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

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

**Criterion 1 - Past Performance** (Each Attachment L-3, Past Performance and Relevant Experience Reference Information Form, shall be limited to 3 three pages per contract or project.)

The Offeror, including any entity comprising the teaming arrangement thereof, as defined by FAR 9.601, and each major subcontractor shall submit past performance information for contracts or projects currently ongoing or completed within the last five (5) years that encompass work similar to the size and scope, including complexity, of the requirements of the PWS. In the case of a newly formed joint venture, LLC, or other teaming arrangement, the Offeror shall provide past performance information for each member that comprises the newly formed entity. Size is defined as contract dollar value and duration, and Scope is defined as the type of work including complexity (e.g. performance challenges such as performing in a firm-fixed-price environment, interfacing multiple site contractors, supporting RCRA compliance, etc). Any work performed for DOE's Office of Environmental Management will be considered at least Somewhat Relevant.

Provided past performance information shall be submitted as described below:

- The Offeror, including each entity comprising the teaming arrangement, shall submit an Attachment L-3, Past Performance and Relevant Experience Reference Information Form for three (3) contracts or projects.
- Each of the Offeror's major subcontractor(s), proposed to perform work with a value of \$5 million or more over the contract period (including option years), shall submit an Attachment L-3, Past Performance and Relevant Experience Reference Information Form for two (2) contracts or projects.
- The Offeror's subcontractor(s), not performing work with a value of \$5 million or more over the contract period (including option years) and not listed in a teaming arrangement, are not required to submit past performance information and any submitted information will not be evaluated.

On Attachment L-3 under item 14, the Offeror, each entity comprising the teaming arrangement, and each major subcontractor shall provide the past performance information for each referenced contract regarding any problems they encountered and the corrective actions that they took to resolve those problems. Instructions for each block are included on the second page of the form. The Attachment L-3, Past Performance and Relevant Experience Reference Information Form, shall be limited to a total of 3 pages per contract or project.

The Offeror, each entity comprising the teaming arrangement, and each major subcontractor shall forward the Attachment L-4, Past Performance Letter and Questionnaire, to the appropriate point of contact for each contract or project cited on an Attachment L-3 for which the entity performed as a prime or subcontractor that was not performed for the DOE Office of Environmental Management (EM) and for which no contractor performance data is available in the Past Performance Information Retrieval System (PPIRS) system. The point of contact for each contract or project shall complete and forward the questionnaire directly to the Contract Specialist, identified in the Sample Past Performance Letter (Attachment L-4 (Part - A)) prior to the closing date of the RFP. The information provided by the point of contact must be sufficient to enable cross-referencing of the questionnaire to the corresponding Attachment L-3 Past Performance and Relevant Experience Reference Information Form, for the contract or project. The Offeror shall be responsible for following up with the point of contact to ensure that the questionnaire has been completed and returned to the DOE Contract Specialist prior to the closing

date of the RFP. The Offeror may contact the Contract Specialist at the e-mail provided in this solicitation to confirm the receipt of any questionnaires.

DOE may obtain Past Performance information through all available sources, including Federal Government electronic databases (e.g. PPIRS), readily available Government records (including pertinent prime contracts), and sources other than those identified by the Contractor.

**Criterion 2 – Management Approach** (The management approach section shall not exceed 15 pages. The Staffing Plan is not counted as a part of the page limitation.)

The Offeror shall describe its management approach to performing the requirements of the PWS. The Offeror shall also describe its management approach to the potential variability in workload such as anticipated staffing levels and responses to potential changing government priorities, budget fluctuations, and new programmatic initiatives. The Offeror shall provide a detailed Staffing Plan that addresses the ability to obtain, retain, and maintain the depth and breadth of qualified staff. The Offeror shall provide a staffing plan for all personnel that reflects the Offeror's proposed skill mix and labor hours necessary to perform the required services described in the PWS.

The Offeror's management approach shall also describe the proposed process and planned activities for conducting a safe, orderly transition that minimizes impacts on continuity of operations; identifies key issues that may arise during transition and resolutions; overcomes barriers; and discusses planned interactions with DOE, the incumbent Contractor, incumbent employees, and other site Contractors. As part of its proposed approach to transition activities, the Offeror shall provide an implementation schedule identifying milestones and measurable commitments. The Offeror should assume for proposal preparation purposes that the transition period will be thirty (30) days from written Notice to Proceed.

**Criterion 3 - Key Personnel and Organizational Structure** (The key personnel and organizational structure section shall not exceed five (5) pages, exclusive of the Project Manager and QA Audit and Surveillance Manager Resumes and Letters of Commitment)

The Offeror shall propose a Project Manager and a QA Audit and Surveillance Manager based on the minimum qualifications listed in Attachment J-3. The Offeror shall provide rationale for the selection of the individuals relative to the management and execution of the PWS. The Offeror shall also provide written resumes for the proposed Project Manager and QA Audit & Surveillance Manager and the QA Audit and Surveillance Manager that demonstrates each individual's suitability for his/her position based on leadership; demonstrated relevant experience in performing work similar to that described in the PWS; and qualifications (e.g. education, certifications, licenses). The written resumes shall also describe the proposed Project Manager and QA Audit & Surveillance Manager's years of progressively responsible experience in similar positions, the number of people and size of programs managed, and the capability to function effectively in the position.

The resumes shall not exceed four (4) pages for the Project Manager and two (2) pages for the QA Audit and Surveillance Manager, and the Offeror shall use Attachment L-1, Resume Format. The Offeror shall also provide a fully executed Attachment L-2, Letter of Commitment for both the Project Manager and the QA Audit and Surveillance Manager. Upon contract award, the Project Manager and QA Audit and Surveillance Manager will be designated key personnel and

will become part of the Section H clause entitled Key Personnel.

Failure to submit letters of commitment for the Project Manager and the QA Audit and Surveillance Manager and failure to use the resume format identified in Attachment L-1 may result in the Offeror receiving a lower rating for this criteria.

The Offeror's shall describe the rationale for the chosen organizational structure, as well as its efficiency and effectiveness, including the benefits of its use of teaming arrangements (if any), as defined by FAR 9.601, to meet the government's requirements and to accomplish the PWS.

**Criterion 4 – Relevant Experience** (Each Attachment L-3, Past Performance and Relevant Experience Reference Information Form, shall be limited to 3 three pages per contract or project.)

The Offeror, including any entity comprising the teaming arrangement thereof, as defined by FAR 9.601, and each of the Offeror's major subcontractor(s) shall provide relevant experience information for the same contracts or projects referenced for past performance information. Relevant experience information shall be provided on Attachment L-3, Past Performance and Relevant Experience Reference Information Form under item 13 (instructions are included on the second page of the form) and shall describe the entity's relevant experience on that contract or project performing work similar in size and scope, including complexity, to the functions of the PWS that the entity is being proposed to perform as identified in item 12 of the Attachment L-3. The nature and scope of the work performed and any factors demonstrating relevancy to successfully completing the requirements of the PWS including any improvements implemented in the performance of the work shall be described. All information provided shall describe, in sufficient detail, the portion of the PWS that will be performed by the Offeror, or entity comprising the teaming arrangement (item 12), and what portion of work the Offeror or entity performed on the referenced contract or project provided for relevant experience (item 13).

### **L.32 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III – PRICE PROPOSAL**

The Offeror shall submit a completed Price Schedule for Section B.03 PRICE SCHEDULE and provide supporting detail under this Volume III, Price Proposal, in accordance with the instructions in this provision.

Instructions – Price Proposal – Written Proposal - The Offeror shall prepare its price proposal in accordance with the following instructions:

- (a) All price information shall be included in Volume III of the proposal. None of the pricing information contained in Volume III should be included in any other proposal volumes.
- (b) All pages in the Volume III Price Proposal, including forms, tables, and exhibits shall be numbered and identified in a volume table of contents. The price proposal shall be sufficiently complete so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on the price proposal.
- (c) Offeror shall complete Attachment L-6, Pricing Workbook to reflect both the Base Period, including the Transition Period, and Option Periods. The Offeror's Excel files shall be working versions including formulas and computations.

- (d) The Offeror shall propose a price for each CLIN and in total (including transition and option periods) corresponding to the price schedule for performing the PWS. For proposal preparation purposes, Offerors shall assume (1) start of Transition on September 1, 2015 with a 30-day contract transition period; and (2) assumption of full responsibility for performance of the contract requirements on October 1, 2015.
- (e) Offerors shall provide a total fixed price amount for CLINs 00001, 00002, 00005, 00008, 00011, and 00014. See the following paragraph (g) for specific price instructions applicable to the firm fixed price CLINs. Offerors shall provide a Fixed Unit Rate, Extended Amount and Total for CLINs 00003, 00006, 00009, 00012, and 00015. See following paragraph (h) for specific price instructions applicable to the Requirements CLINs. Offerors shall use the DOE provided amounts for the cost reimbursement CLINs 00004, 00007, 00010, 00013, and 00016.
- (f) For proposal preparation purposes, DOE has provided historical service level and other site information in Attachment L-7 Site Information. This information is solely based on the historical contract scope and existing approach to the contract. Therefore, this information should only be used as reference information since the scope and the proposed approach may differ from the current scope and approach.
- (g) Technical Support - Firm Fixed Price Workscope – CLINs 00001, 00002, 00005, 00008, 00011, and 00014.

The Offeror shall propose a firm-fixed price, including normal profit, broken out into unit price per month. For Transition (CLIN 00001), the Offeror shall propose a firm-fixed price. The Offeror shall provide the total firm fixed price for transition and the fixed unit price per month in Section B.03 for the Base and Option periods.

- (h) Technical Support - Requirements Workscope – CLINs 00003, 00006, 00009, 00012, and 00015.

The Offeror shall provide the basis and explanation for each fully burdened labor rate. The fully burdened labor rates include the base labor rates, applicable indirect costs (fringe benefits, overhead, G&A, etc.) and normal profit. For labor categories subject to the Service Contract Act, Offerors should ensure that the proposed direct labor and fringe benefit rate components of any proposed fully burdened labor rate complies with the Department of Labor Wage Determinations included in Section J.

The Offeror shall provide the fully burdened firm-fixed unit rates by completing the Pricing Schedule in Section B.03 for the Base and Option periods.

- (i) Limitations on Subcontracting (FAR 52.219-14). If the Offeror has subcontractor(s), the Offeror must provide a copy of any agreement with the subcontractor and a breakout of each element of work to be performed. In addition, the Offeror shall indicate the percent of estimated contract costs for each entity.
- (j) Limitations on Subcontracting (FAR 52.219-14). In order to determine the Offeror's compliance with the Limitations on Subcontracting clause (FAR 52.219-14), the Offeror shall provide a chart breaking out the work areas, labor categories, and any associated full-time equivalent to be performed by each entity (prime and each subcontractor). As part of the price

proposal, the Offeror shall also provide a written certification that it will comply with FAR 52.219-14 during the course of Contract performance.

- (k) The Offeror, and any proposed major subcontractor, shall provide documentation to demonstrate adequate financial capability to complete this Contract. 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. Information provided by the Offeror shall include, but shall not be limited to, the Offeror's financial statements (audited, if available) and notes to the financial statements for the last three fiscal years. This information should be provided for all participants if the Offeror is a joint venture or other teaming arrangement. Using the above information and other information, the Government will make a FAR Part 9 responsibility determination of the prospective awardee.
- (l) The Offeror shall provide documentation to demonstrate financial capability to complete this Contract. 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. Information provided by the Offeror shall include, but is not limited to, the Offeror's financial statements (audited, if available) and notes to the financial statements for the last three fiscal years. This information should be provided for all participants if the Offeror is a joint venture or other teaming arrangement. Using the above information and other information, the Government will make a FAR Part 9 responsibility determination of the prospective awardee.
- (m) The Offeror shall provide the following information related to its prospective accounting system:
  - (1) If applicable, the Offeror shall provide a copy of the government approval/determination that its proposed accounting system is adequate for the identification and recording of cost under government reimbursable type contracts if the approval/determination was issued within the last three years. If the accounting system was deemed inadequate, provide the corrective actions that have or will be taken to correct the cited issues, including the implementation time for each action.
  - (2) If applicable, the Offeror shall provide a copy of the most recent accounting system audit report on its proposed accounting system if the audit was performed within the past five years.
  - (3) If applicable, the Offeror shall fully describe and explain any material changes made to the proposed accounting system since it was approved and/or audited.
  - (4) If the proposed accounting system has not been formally approved by the government within the last three years and/or audited within the last five years, or an audit determined the accounting system to be inadequate, then the Offeror shall state this and provide responses to the following items:
    - (i) Is the proposed accounting system in accordance with generally accepted accounting principles?
    - (ii) Does the accounting system include a timekeeping system that ensure proper accounting for and classification of employee labor by project/task?
    - (iii) Does the accounting system provide for identification and accumulation of material costs by project/task and by contract?
    - (iv) Does the accounting system provide for exclusion of costs charged to government contracts that are not allowable in terms of FAR 31 or other contract provisions?
    - (v) Does the accounting system provide for segregation of direct costs from indirect costs?

**L.33 EXCLUDED OFFERORS**

Proposals received from an Offeror who is currently listed on the excluded Government debarred, suspended, and proposed debarment list ([www.sam.gov](http://www.sam.gov)) will not be accepted or evaluated.

**L.34 LIST OF ATTACHMENTS**

<b>ATTACHMENT</b>	<b>TITLE</b>
<b>L-1</b>	<b>RESUME FORMAT</b>
<b>L-2</b>	<b>LETTER OF COMMITMENT</b>
<b>L-3</b>	<b>PAST PERFORMANCE &amp; RELEVANT EXPERIENCE REFERENCE INFORMATION FORM</b>
<b>L-4</b>	<b>PAST PERFORMANCE LETTER AND QUESTIONNAIRE</b>
<b>L-5</b>	<b>PERFORMANCE GUARANTEE AGREEMENT</b>
<b>L-6</b>	<b>PRICING WORKBOOK</b>
<b>L-7</b>	<b>SITE INFORMATION</b>

**ATTACHMENT L-1  
RESUME FORMAT**

- Name:
- Country of Citizenship:
- Proposed Title/Assignment on Contract:
- Availability Date and Period of Commitment:
- Experience Summary (a succinct summary of overall experience and capabilities including duration of performance and dollar level of projects):
- Current Assignment (include from/to dates):
- Current Client/Customer (include current address and telephone number):
- Description of Current Assignment:
- Description(s) of Experience Relevant to Proposed Contract Assignment:
- Technical Qualifications (include special skills, security clearance level, and relevant technical training):
- Education above High School (includes degree(s) earned and discipline(s), year degree attained and name of institution, also include from/to dates and current address and telephone number):
- Three Knowledgeable Client/Customer Business References (include from/to dates and current address, telephone number, and e-mail address):

**ATTACHMENT L-2  
LETTER OF COMMITMENT**

The Offeror shall submit a signed Letter of Commitment from each proposed Key Personnel, which states that the information contained in the resume submitted as part of the proposal is true and correct, and that the individual will accept the proposed position. Letters of Commitment shall also include a statement that the Key Personnel will work in the proposed position for two years. The Letter of Commitment shall state:

**“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) if \_\_\_\_\_ (insert name of Contractor) receives the award and will perform in the proposed position for a period of not less than two years from the notice to proceed.”**

**Name (Print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_”

**ATTACHMENT L-3**  
**PAST PERFORMANCE & RELEVANT EXPERIENCE REFERENCE INFORMATION FORM**  
 (Completed Form limited to 3 pages per reference contract or project)

1.	Name of Contractor Submitting Proposal:	
2.	Name of Reference Contact Client (e.g., Government Agency or Prime Contractor):	
3.	Name of Entity Reference Contract/Project Was Awarded To:	
4.	Reference Contract/Project Client Point of Contact:	Name: Title: Telephone: E-mail Address: Mailing Address: Reference Contract/Project Number:
5.	Reference Contract/Project Period of Performance:	
6.	Reference Contract/Project Start Date:	
7.	Reference Contract/Project Completion/Termination Date:	
8.	Reference Contract Type of Contract/Project:	
9.	Reference Contract/Project Total Value:	
10.	Reference Contract/Project Value Performed To Date:	
11.	Dollar Amount and duration of work <u>entity</u> performed on reference contract/project:	
12.	Scope entity is <u>proposed</u> to perform on this solicitation (DE-SOL-0007012): List the applicable PWS elements.	
13.	Scope entity <u>performed</u> on reference contract/project:	
14.	Provide information on problems encountered on the contract/projects identified above and corrective actions taken to resolve those problems.	

**Instructions for Completing the Past Performance and Relevant Experience Reference Information Form**

- Item 1. Insert the complete name of the Contractor who is submitting the proposal for this solicitation.
- Item 2. Insert the complete name and address of the client/customer, including parent organization, if any. Do not use acronyms.
- Item 3. Insert name of entity reference contract/task order/project used by the customer. Identify the entity's contractual role (e.g., prime, subcontractor, etc.)
- Item 4. Insert the customer's complete name, title, telephone number, e-mail address, mailing address, and reference contract/task order number.
- Item 5. Insert the period of performance of the contract on which the contract came into existence (including options and task orders).
- Item 6. Insert the date on which you started to perform the work.
- Item 7. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.
- Item 8. Insert the contract type including fee (e.g., FP, CPFF, CPAF, etc.)
- Item 9. Insert contract value (separately listing fee if cost-type).
- Item 10. 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.
- Item 11. If different than Item 5 and Item 10, insert sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.
- Item 12. Describe the scope entity will be performing on this solicitation: list the applicable PWS (including part(s) if not a whole PWS element).
- Item 13. **Relevant Experience:** Describe the nature and scope of the work entity performed: clearly identify the part(s) the entity performed of the referenced contract above. Describe factors that demonstrate relevancy to the requirements of the PWS including any improvements implemented in the performance of the work.
- Item 14. **Past Performance:** Describe problems encountered on the contract/projects identified above and corrective actions taken to resolve those problems. Tell your side of the story of any conflicts with the customer..

**ATTACHMENT L-4  
PAST PERFORMANCE LETTER AND QUESTIONNAIRE**

**Sample Letter (Part – A)  
Past Performance Letter**

Date \_\_\_\_\_

Dear: \_\_\_\_\_

We are currently responding to the Department of Energy (DOE) Request for Proposal No. DE-SOL-0007012 for the DOE Carlsbad Field Office Technical Assistance Contract (CTAC) and 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 by the due date for receipt of proposals: \_\_\_\_\_

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

Email Address: [bill.hensley@emcbc.doe.gov](mailto:bill.hensley@emcbc.doe.gov)

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

United States Department of Energy  
Environmental Management Consolidated Business Center  
Attn: Bill Hensley, Contracting Officer  
110 Boggs Lane  
Springdale, OH 45246

If mailing, please mark the envelope as follows:

“PROCUREMENT SENSITIVE SOURCE SELECTION INFORMATION - SEE FAR 3.104”

“TO BE OPENED ONLY BY THE ADDRESSEE”

*Respondents are strongly encouraged to provide an explanatory narrative under Additional Comments in the attached form. If more space is needed, please attach additional pages.*

<b>Past Performance Sample Letter and Questionnaire Questionnaire Form (Part – B)</b>	
<b>Past Performance Information Questionnaire for:</b> [Insert Name of Offeror]	
<b>A. Respondent: Please fill in the following table:</b>	
1.	Complete Name and Title of Responder :
2.	Company or Agency Name, Address, Telephone Number, Facsimile Number (w/Area Code), and E-mail Address:
3.	Contract Name or Title, Contract Number and Type of Contract
4.	Signature

**B. RATING SCALE AND DEFINITIONS:**

Rating	Description of Rating	Note
Exceptional	Performance meets contractual requirements and exceeds many to the Government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
Very Good	Performance meets contractual requirements and exceeds some to the Government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.
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. There should have been NO significant weaknesses identified.



Supporting Narrative:

**2. Schedule**

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 their control?

- Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Not Applicable     Do Not Know

Supporting Narrative:

**3. Cost Control**

Example: How well did the Contractor control its costs?

- Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Not Applicable     Do Not Know

Supporting Narrative:

**4. Management**

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

- Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Not Applicable     Do Not Know

Supporting Narrative:

For any rating(s) less than satisfactory, please attach an explanatory narrative. We greatly appreciate your time and assistance in completing this questionnaire.

**Additional Comments:**

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**ATTACHMENT L-5 PERFORMANCE GUARANTEE AGREEMENT**

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

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

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

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

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

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

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

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

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

NAME OF CORPORATION

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

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

**ATTACHMENT L-6 PRICING WORKBOOK**  
(SEE ATTACHED EXCEL FILE)

**ATTACHMENT L-7 SITE INFORMATION**  
(SEE ATTACHED EXCEL FILE)