

**SECTION L**

**INSTRUCTIONS, CONDITIONS, AND NOTICES TO CONTRACTORS  
TABLE OF CONTENTS**

L.1	PRE-PROPOSAL SITE TOUR.....	3
L.2	ELECTRONIC MEDIA – RTP AND AMENDMENT DISTRIBUTION.....	3
L.3	QUESTIONS ON RTP .....	3
L.4	AVAILABILITY OF REFERENCE DOCUMENTS.....	4
L.5	DOE ISSUING OFFICE .....	4
L.6	PROPOSAL DELIVERY AND PACKAGE MARKINGS.....	4
L.7	PROPOSAL PREPARATION INSTRUCTIONS – GENERAL INFORMATION.....	5
	Table L-1.....	7
	Table L-2.....	8
L.8	PROPOSAL PREPARATION INSTRUCTIONS – COVER LETTER AND VOLUME I, OFFER AND OTHER DOCUMENTS.....	8
L.9	PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II, TECHNICAL PROPOSAL ...	11
L.10	PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III, PRICE PROPOSAL.....	16
L.11	AMENDMENT OF THE RTP.....	19
L.12	OFFER ACCEPTANCE PERIOD.....	20
L.13	FAR 52.216-1 Type of Contract (APR 1984).....	20
L.14	FALSE STATEMENTS .....	20
L.15	EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS.....	20
L.16	NUMBER OF AWARDS.....	20
L.17	SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION.....	20
L.18	DOE-L-1013 ALTERNATE PROPOSAL INFORMATION - NONE.....	20
L.19	CLASSIFIED MATERIAL.....	20
L.20	CONTACTS REGARDING FUTURE EMPLOYMENT.....	20
L.21	RESERVED.....	20
L.22	AWARD WITHOUT DISCUSSIONS WITH CONTRACTORS .....	20
L.23	FAR 52.233-2 SERVICE OF PROTEST (SEP 2006) .....	21
L.24	DEAR 952.233-2 SERVICE OF PROTEST (FEB 2005).....	21
L.25	FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	
	21	
L.26	LIST OF SECTION L ATTACHMENTS .....	22
	ATTACHMENT L-1: AUTOMATED CLEARING HOUSE (ACH) FORM.....	23
	ATTACHMENT L-2: KEY PERSONNEL RESUME FORMAT.....	24

**ATTACHMENT L-3: PAST PERFORMANCE REFERENCE INFORMATION FORM ..... 25**  
**ATTACHMENT L-4: PAST PERFORMANCE LETTER AND QUESTIONNAIRE ..... 27**  
**ATTACHMENT L-5: LIST OF CONTRACTS TERMINATED FOR CONVENIENCE OR DEFAULT  
31**  
**ATTACHMENT L-6: PERFORMANCE GUARANTEE AGREEMENT ..... 32**  
**ATTACHMENT L-7: PRICING TEMPLATES ..... 34**  
**ATTACHMENT L-8 HISTORICAL SITE INFORMATION ..... 35**

## L.1 PRE-PROPOSAL SITE TOUR

- (a) A pre-proposal site tour will be offered January 14, 2014. The site tour will be structured and escorted by a Boeing representative. The location of the site tour will be at the SSFL ETEC Site which is located in eastern Ventura County, California. There is a limit of three (3) representatives per Contractor. Registration and additional information regarding the site tour will be posted to: <http://www.emcbc.doe.gov/SEB/ETEC/Site%20Tour.php>

All companies must submit their requests, including company name, company DUNS code, name of individual, title of individual, citizenship (visitors who are not U.S. citizens must complete and submit the Unclassified Foreign Visit/Assignment Request Information form provided on the website) and phone number, by the established deadline of January 7, 2014. A valid form of picture ID and social security number must be provided to security personnel in order to obtain entrance to the site.

- (b) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any Task Order awarded as a result of this solicitation. Accordingly, Contractors are urged and expected to inspect the site where the work will be performed and satisfy themselves regarding all general and local conditions that may affect the cost of performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after Task Order award.

## L.2 ELECTRONIC MEDIA – RTP AND AMENDMENT DISTRIBUTION

In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used exclusively and will be the sole method used for distributing the RTP and amendments to the public. The RTP and any amendments will be posted to the ETEC Environmental Monitoring and D&D procurement website at:

<http://www.emcbc.doe.gov/SEB/ETEC/index.php>

The above electronic medium shall constitute the official distribution method for this RTP. All amendments and any other official communications from the agency regarding this RTP will be posted through this medium. Contractors and all other interested parties shall maintain continual surveillance of the above website to remain abreast of the latest available information. No other communication, whether oral or in writing, will modify or supersede the terms of the RTP. The only method by which any term of the RTP may be modified is by an express, formal amendment to the RTP generated by the Contracting Officer.

## L.3 QUESTIONS ON RTP

Questions concerning this RTP must be submitted via email [john.blecher@emcbc.doe.gov](mailto:john.blecher@emcbc.doe.gov) and [matthew.carpenter@emcbc.doe.gov](mailto:matthew.carpenter@emcbc.doe.gov) by COB January 21, 2014 to allow a reply to reach all Contractors before the submission of proposals. Any questions received after such time may not be answered and may not be a basis for amending this RTP prior to the date that proposals are due. Each question should clearly specify the RTP area to which it refers. Answers will be made available to the Contractors as soon as practicable via the procurement website:

<http://www.emcbc.doe.gov/SEB/ETEC/index.php>

The Government will not respond to questions submitted by telephone or in person at any time. Contractors are encouraged to periodically check the procurement website to ascertain the status of any answers to questions, as hard copies will not be distributed.

#### L.4 AVAILABILITY OF REFERENCE DOCUMENTS

Reference documents for the Contractor's information and use in connection with preparing an offer and other written proposal information under this RTP will be made available.

General documents specific to the RTP -- via the ETEC Environmental Monitoring and D&D procurement website at:

<http://www.emcbc.doe.gov/SEB/ETEC/index.php>

General documents on DOE and ETEC site programs are available at:

DOE ETEC public website: <http://etec.energy.gov>

DTSC public website: [http://www.dtsc.ca.gov/SiteCleanup/Santa\\_Susana\\_Field\\_Lab/index.cfm](http://www.dtsc.ca.gov/SiteCleanup/Santa_Susana_Field_Lab/index.cfm)

#### L.5 DOE ISSUING OFFICE

Matthew Carpenter  
Contracting Officer  
U.S. Department of Energy  
Environmental Management Consolidated Business Center  
Office of Contracting  
250 East 5<sup>th</sup> Street  
Suite 500  
Cincinnati, Ohio 45202

Telephone: (513) 744-0974

E-mail: [matthew.carpenter@emcbc.doe.gov](mailto:matthew.carpenter@emcbc.doe.gov)

#### L.6 PROPOSAL DELIVERY AND PACKAGE MARKINGS

All envelopes or packages shall be marked with this notice:

TO BE OPENED BY THE CONTRACTING OFFICER FOR  
RTP NO. DE-SOL-0005803

NOTICE TO RECIPIENT:  
THIS IS A PROPOSAL UNDER RTP DE-SOL-0005803  
THE DATE AND TIME OF RECEIPT IS TO BE  
LOGGED AND MARKED ON THIS PACKAGE

(a) Mailed (U. S. Mail), Next Day Delivery (e.g., U. S. Postal Service Express Mail or commercial couriers), or hand carried proposals shall also be marked as follows:

FROM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SEND TO:

U.S. Department of Energy  
250 E. 5th Street, Suite 500  
Cincinnati, OH 45202

RTP No. DE-SOL-0005803  
Due Date: February 25, 2014  
(Attention: John Blecher)

- (b) Note: Contractors hand carrying proposals to the above address must email or telephone the CO, or the individual listed below, one (1) business day in advance to arrange delivery:

John Blecher – [john.blecher@emcbc.doe.gov](mailto:john.blecher@emcbc.doe.gov) or (513) 744-0980

- (c) If the Contractor transmits its offer by means other than the U.S. Mail, the Contractor assumes the full responsibility of ensuring that the offer is received at the place and by the date and time specified in this RTP. Facsimile offers will not be accepted.
- (d) Hand carried package(s) may only be delivered during the hours of 8:00 a.m. to 4:00 p.m. local time on federal workdays and no later than 3:00 p.m. local time on February 25, 2014. Delivery to any location other than that specified herein is unacceptable.

## **L.7 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL INFORMATION**

Proposals shall conform to the instructions specified in this provision and specific instructions in Sections L.8, L.9, and L.10.

- (a) Contractors may voluntarily submit the Key Personnel resume and Contractor Past Performance information prior to the proposal due date and time shown below. Modifications to such information may be submitted up to the date and time for receipt of proposals.
- (b) This RTP requires Contractors to submit three separate volumes of written proposal information. The Contractors shall submit hard copy proposals as instructed and identified in Table L-1 and Table L-2 below.
- (1) Volume I, Offer and Other Documents
  - (2) Volume II, Technical Proposal
  - (3) Volume III, Price Proposal
- (c) If a proposal exceeding the page limitation is received, the additional pages will not be read and will not be evaluated by DOE. The pages exceeding the page limitation will be removed from the proposal and returned to the Contractor.
- (d) The Original of the Volume I proposal shall contain signed originals of all documents requiring signature by the Contractor. Use of reproductions of signed originals is authorized in all other copies of the proposal.

- (e) Proposals are expected to conform to all RTP provisions and be prepared in accordance with the instructions and outline contained in this RTP. The proposal information will be reviewed to ensure compliance by the Contractor with all aspects of this RTP. To aid in evaluation, proposals shall be clearly and concisely written, neat, indexed (cross-indexed as appropriate), and assembled logically. Extraneous, repetitious, or wordy submissions are not desired. Neither offers nor acknowledgments may be provided by facsimile or by telephone. Pages shall be sequentially numbered with the volume and page numbers and the name of the Contractor, the date, and RTP number on each page; these can be included as headers or footers. Failure to respond to or follow the instructions regarding the organization and content of each proposal volume may result in the Contractor's proposal being deemed non-responsive.
- (f) Using the Evaluation Criteria set forth in Section M, proposals will be evaluated in accordance with applicable Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) provisions.
- (g) These instructions are provided to aid Contractors in the preparation of their proposals. These instructions and the information contained in these instructions are not evaluation Criteria for this RTP. The evaluation Criteria are contained in Section M of this RTP. Do not assume that because you have had similar contracts with the Federal Government, including the Department of Energy, that the reviewer knows of your performance under such contracts and will make assumptions regarding your proposal based on that knowledge. Any proposals received in response to this RTP will be reviewed strictly as submitted and in accordance with the evaluation criteria specified in Section M.

**Table L-1**

<b>Proposal Page Specifications and Instructions</b>	
Paper Size	<ul style="list-style-type: none"> <li>• 8 1/2" x 11" paper.</li> <li>• Fold-outs shall not exceed 11" x 17".</li> </ul>
Print Type	<ul style="list-style-type: none"> <li>• Print type (font size) used in the text portions of the proposal shall be no smaller than 12 point font.</li> <li>• Print type used in completing forms attached to this RTP as Microsoft® (MS) Word®, Access®, or Excel® documents should not be changed from the styles used in the attachments.</li> <li>• Print type used in charts, graphics, figures and tables may be smaller than 12 point Font, but must be clearly legible.</li> </ul>
Page Margins	<ul style="list-style-type: none"> <li>• Page margins (distance between the edge of the paper and the body of the proposal) shall be 1-inch on the top, bottom and left and right sides of the page, exclusive of headers and footers, (e.g., name of Contractor, RTP number, date).</li> <li>• The RTP number and page number shall be provided on each page.</li> </ul>
Page Numbering	All pages of each volume shall be appropriately numbered and identified with the name of the Contractor.
Page Format	<ul style="list-style-type: none"> <li>• All pages are to be single-sided.</li> <li>• Any page larger than 8 ½ x 11 will count as two pages unless noted as a Page Count Exception within Section L.9 (b).</li> <li>• 2 columns of text per page and use of <b>bold face</b> type are acceptable.</li> </ul>
Binding and Labeling	<ul style="list-style-type: none"> <li>• Each volume shall be separately bound in three-ringed loose-leaf binders. Price proposals may be submitted in three-ringed binders of any size up to 11½ x 17. Staples shall not be used. The outside front cover of each binder shall indicate the Contractor's name, the RTP number, the title of the RTP, and the copy number (i.e., sequentially number the required copies with the original being "Original"). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Pages shall be numbered sequentially by volume and by individual sections within each volume.</li> </ul>
Official Offer and CD-ROM/DVD Requirements	<p>CD-ROMs or DVDs shall be clearly labeled with the RTP volume number and Provision reference. The CD-ROMs are provided for SEB evaluation convenience only. The written material constitutes the official Offer and proposal. In the event of a conflict, the hard copy material takes precedence over the CD-ROM text. Files submitted shall be in readable and searchable Adobe Acrobat portable document format (PDF), Microsoft® (MS) Word®, or Excel®, except:</p> <ul style="list-style-type: none"> <li>• The proposal schedule shall be submitted utilizing the current version of Oracle's Primavera P6 Enterprise Project Portfolio Management © software and may be submitted as a PDF.</li> <li>• For electronic copies of financial statements and Annual Reports, Adobe Acrobat® 7.0 or later PDF files are required.</li> </ul>

<b>Proposal Page Specifications and Instructions</b>	
	<ul style="list-style-type: none"> <li>Any proprietary software provided in accordance with provision L.9 shall be in the native format. The Adobe Acrobat® PDF shall not be password protected or contain other security restraints unless access information is provided.</li> </ul>

**Table L-2**

<b>Proposal Volume Requirements and Page Limitations</b>				
<b>Volume Number</b>	<b>Proposal Volume Title</b>	<b>Page Limitations</b>	<b>Number of Hard Copy Proposals</b>	<b>Number of CD-ROM's</b>
Cover Letter & I	Offer and Other Documents	No Page Limit	Original and 6 copies	Original and 2 copies
II	Technical Proposal, (Written Proposal exclusive of the Resumes, Letters of Commitment, Past Performance Reference Information Forms and Past Performance Questionnaires)	30 Page Limit – Technical Proposal  Attachment L-2: Key Personnel Resumes - The resume for the ESH&Q Manager shall not exceed two (2) pages and the resume for the Program Manager shall not exceed three (3) pages. (Page limits for resumes do not include letters of commitment.)  3 Page Limit – Attachment L-3: Past Performance Reference Information Form	Original and 6 Copies	Original and 2 copies
III	Price Proposal	No Page Limit	Original and 6 copies	Original and 2 copies
Exceeding page limitations		These pages that exceed the page limitations set forth in Section L of this RTP will not be evaluated by the Government. The pages exceeding the page limitation will be removed from the proposal and returned to the Contractor.		

**L.8 PROPOSAL PREPARATION INSTRUCTIONS – COVER LETTER AND VOLUME I, OFFER AND OTHER DOCUMENTS**

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

- (1) The RTP number;

- (2) The name, address, telephone numbers, facsimile numbers, and electronic addresses of the Contractor;
    - The term “Contractor” as used in this Section L refers to the single legal entity submitting the offer.
    - The term “major subcontractor” as used in this Section L is defined as proposed subcontracts valued at
      - \$5M or more in the value of the total proposed Task Order price, including options.
  - (3) A statement identifying any exceptions or deviations the Contractor is taking to the terms and conditions specified in the Task Order. However, exceptions and/or deviations are not sought and the Government is under no obligation to enter into discussions. If a Contractor proposes exceptions to the terms and conditions of the RTP, DOE may make an award to another Contractor that did not take exceptions and/or deviations to the terms and conditions of this RTP;
  - (4) Names, addresses, titles, telephone numbers, and electronic addresses of persons authorized to negotiate with the government on the Contractor’s behalf in connection with this RTP;
  - (5) Name, address, title, telephone number, electronic address and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority;
  - (6) The name, address, telephone number, and electronic address of the individual in the Contractor’s organization to be contacted, if necessary, during evaluation of the proposal;
  - (7) The complete legal name and address of the Contractor and other participants (e.g. subcontractors, all joint venture members, and all limited liability company members) to be used in any resulting Task Order. Provide Dun and Bradstreet, Inc. (D&B) Data Universal Numbering System (DUNS) number for each organization; and,
  - (8) The name, address, telephone numbers, and electronic addresses of representatives of the government agency having administrative cognizance over the Contractor or parent company, as applicable (such as contract administration within the meaning of FAR Subpart 42.3, Contract Administration Office Functions, financial auditing, and equal employment opportunity oversight).
- (b) Instruction – Volume I, Offer and Other Documents – Written Proposal Information (No page limitation)

Volume I, Offer and Other Documents, consists of the actual offer to enter into a Task Order to perform the required work. It also includes required representations and certifications, other statements of the Contractor, and any other administrative information. Volume I, Offer and Other Documents, shall include the following (in the order listed):

- (1) Standard Form 33, RTP, Offer and Award. The Standard Form 33 shall be fully executed by an authorized representative of the Contractor. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents. By the Contractor’s signature on the Standard Form 33, it is agreeing to accept the model Task Order (Sections A through J of this RTP) as written. Contractors shall also acknowledge all

amendments to the RTP in Block 14 of the Standard Form 33. By signing the Standard Form 33, the Contractor certifies its full and complete acceptance of the model Task Order (Sections A through J of this RTP). The individual signing the Standard Form 33 must have the authority to commit the Contractor to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the RTP, to make an award without further discussion if it so elects.

- (2) Contractors shall complete Section B.2, Task Order Price, and shall submit Section B as part of Volume I;
- (3) The Contractor shall provide a completion schedule in terms of number of months for each D&D CLIN at Section F.101 PERIOD OF PERFORMANCE of the RTP consistent with their proposed technical approach;
- (4) Section C through J of the model Task Order shall not be submitted, except for any other required Contractor fill-in information (e.g. F.101 PERIOD OF PERFORMANCE, H.106 KEY PERSONNEL, etc.); Contractors need only submit those pages in which the Contractor is to complete certain information as a part of its offer.
- (5) Representations, Certifications, and Other Statements of the Contractor (Section K) shall be fully executed by an authorized representative of the Contractor and included as part of Volume I. Contractors are required to recertify their small size status in connection with this Task Order proposal. The most recent copy of the FAR report associated with Contractor's "Reps & Certs" SAM record shall be submitted within Volume I by the Contractor in which FAR 52.219-1 Small Business Program Representations will be reviewed by the Government to verify each Contractor's small business size status. DOE will also review and verify the Contractor's most recent FAR 52.204-8 Annual Representations and Certifications via the System for Award Management (SAM) at <https://www.sam.gov> by downloading a copy of the FAR report associated with Contractor's "Reps & Certs" SAM record.
- (6) The Contractor shall provide a copy of the Corporate Governance discussion submitted under the RFP for the base IDIQ contract award. Additionally, the Contractor shall identify and discuss any changes to their original submission under the IDIQ RFP. If no changes are required, the Contractor shall state such.
- (7) A fully completed and executed Attachment L-6, titled, Performance Guarantee Agreement, from the ultimate corporate parent(s), which will become part of the resulting Task Order as Section J, Attachment H. If the Contractor is a joint venture, Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship, the parent companies of the Contractor shall all provide guarantees. In order to consider the financial or other resources of the corporate parent(s), the parent(s) must be legally bound to provide the necessary resources to the Contractor and assume all contractual obligations of the Contractor. *Note: the Attachment L-6 shall only be completed if the Contractor is a joint venture, limited liability company, other similar entity or a newly formed entity.*
- (8) A completed Automated Clearing House (ACH) Form, See Section L, Attachment L-1.
- (9) Equal Opportunity Compliance. The Contractor 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 the company name, address, phone number and the point of contact for EEOC. This information shall be

provided for the Contractor, as well as, each joint venture member; members of a newly formed entity, including LLCs, formed for the purpose of performing this Task Order, or members of similar entities. Additionally, each first tier subcontractor with a subcontract of \$10 million or more is required to provide the information described above.

- (10) Organizational Conflicts of Interests. Contractor, teaming or joint venture partners and all subcontractors shall provide a fully executed Section K.111, Organizational Conflicts of Interest and any necessary statements required by the provision.

## **L.9 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II, TECHNICAL PROPOSAL**

### **(a) General**

- (1) Volume II, Technical Proposal shall consist of written information intended to present the Contractor's technical approach and understanding to satisfy certain requirements of the RTP. The Contractor shall address those portions of the PWS pertinent to the evaluation criteria specified in Section M. The proposal shall provide straight-forward, concise delineation, and sufficient detail to demonstrate the Contractor's approach to successfully perform the PWS. The proposal shall not merely offer to perform work in accordance with the PWS.
- (2) In order that the Technical Proposal may be evaluated strictly on the merit of the material submitted, no price information shall be included in the Technical Proposal.

### **(b) Format and Content**

Volume II, Technical Proposal, shall include the following components:

- Table of Contents
- The Contractor shall provide a Cross-Reference Matrix which correlates the proposal by page and paragraph number to the Performance Work Statement (PWS), Section L, and Section M. The Cross-Reference Matrix shall be inserted in the Contractor's proposal immediately following the Table of Contents for Volume II.
- List of Tables and Figures
- Technical Discussion

These major headings may be subdivided or supplemented by the Contractor as appropriate. No materials shall be incorporated by references that are not included in the Technical Proposal. Each proposal part should stand alone.

Page Count Exceptions. Every page of the Volume II – Technical Proposal shall be counted towards the page limitation, including attachments, appendices and annexes except for the Table of Contents, Title Pages, Glossary, Task Order Schedule, Dividers/Tabs, Blank Pages, Cross Reference Matrix, Past Performance Reference Information Forms, Past Performance Questionnaires, Key Personnel Resumes, and Letters of Commitment.

### **(c) Specific Areas to be Addressed**

The Technical Discussion section shall clearly address each of the evaluation criteria outlined in Section M.4 as follows:

Criterion 1, Technical Approach and Understanding;  
Criterion 2, Key Personnel and Organizational Structure;  
Criterion 3, Recent and Relevant Past Performance

Criterion 1 – Technical Approach and Understanding

The Contractor shall describe its technical approach and understanding of the PWS activities (i.e., Transition and Site Access, Environmental Monitoring, Surveillance and Maintenance (S&M), Non-D&D Waste Management, Project Support and D&D Work) to meet performance expectations of Section C within the existing regulatory framework and considering the anticipated funding profile. The Contractor shall provide anticipated quantities and types of wells to be sampled per year and the corresponding analytical requirements for CLINs 00003 and 00006. The Contractor shall also provide anticipated quantities and types of wastes (including sanitary, hazardous/universal, low-level radioactive and mixed low-level radioactive waste) and recyclables to be generated, by CLIN per building, along with proposed disposition paths, including proposed disposal sites for low-level radioactive and mixed low-level radioactive waste, and transportation methods. All major PWS activities shall be addressed with emphasis on Integrated Safety Management (ISM) System; Occupational Radiation Protection Program; Regulatory Support Activities; Management of Waste, both radioactive and non-radioactive; Pre-Demolition; Demolition; and Management of Demolition Materials.

The Contractor shall describe its approach to planning and integrating the PWS requirements. The Contractor shall describe its technical understanding of the site, site history and approach to interfacing with any outside entities that relate to, or affect, the Contractor's performance of the work, including the DOE, other DOE prime contractors, the SSFL land owner, regulatory agencies, state and local government, the public and other entities.

The Contractor shall identify the three most significant risks to successful performance of the major PWS activities; rationale for the identified risks and impacts; and its approach to eliminate, avoid, or mitigate these three (3) most significant identified risks. DOE will evaluate only the first three risks identified by the Contractor.

The Contractor shall provide a detailed integrated schedule (for the full scope of Task Order performance, including the transition period, base period, and all option periods) consistent with their proposed technical approach and pricing data that provides specific schedule elements. Detailed integrated schedules for D&D activities shall include logic ties, predecessor, and successor relationships, activity duration, float, and the Critical Path clearly identified. For evaluation purposes, the Contractor shall assume a start date of January 1, 2016 for the D&D work and shall assume the D&D Option CLINs will be performed in the following sequential order: first CLIN 00008, then CLIN 00009 and lastly CLIN 00010. CLIN 00010 for RMHF shall be the last D&D work scope activity performed under the Task Order. The D&D options may be exercised at any time after January 1, 2016 and may be exercised concurrently during the Task Order period of performance based upon funding and necessary regulatory approvals. The Contractor's technical approach shall account for the flexibility that DOE intends to use in exercising its D&D options under the Task Order.

Criterion 2- Key Personnel and Organizational Structure

The Contractor shall propose a Program Manager and an ESH&Q Manager for the ETEC Site as Key Personnel and shall describe the requisite individual's relevant knowledge and experience for executing this Task Order. The Contractor shall include a rationale for the

selection of the individuals named as Key Personnel by the Contractor. Upon award, the List of Key Personnel will become part of the Section H clause titled, Key Personnel.

The Contractor shall submit written resumes using the format provided in Section L, Attachment L-2 titled, Key Personal Resume Format, for each proposed Key Person. The resumes shall describe the Key Personnel's suitability for the proposed position(s) based on leadership; demonstrated experience in performing work similar in size and complexity to the individual's proposed duties and responsibilities in the PWS; and qualifications (e.g. education, certifications, licenses). The resumes shall describe the number of years of progressively responsible experience in a position, the number of people and size of programs managed, and capability to function effectively in his/her proposed position.

The resume for the ESH&Q Manager shall not exceed two (2) pages and the resume for the Program Manager shall not exceed three (3) pages.

The Contractor shall submit a signed letter of commitment from the proposed key personnel. 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 Contractor) receives the award and will perform in the proposed position for a minimum of three years following award of the Task Order".*

**Failure to submit Letters of Commitment from either a Program Manager and/or an ESH&Q Manager and to provide resumes in the specified format for a Program Manager and an ESH&Q Manager may result in a lower evaluation rating for this factor or the Contractor's proposal being eliminated from further consideration for award.**

The Contractor shall describe its organizational structure and approach to include the following:

- a. The Contractor shall provide a description of the personnel and organization to be used in implementing the Task Order. The description will include an organizational chart showing reporting relations and addressing all areas of the PWS (i.e., Transition and Site Access, Environmental Monitoring, Surveillance and Maintenance (S&M), Non-D&D Waste Management, Project Support and D&D Work).
- b. Subcontractors.
  - i. Identify any named subcontractors or other performing entities (including members in an LLC, joint venture, or other similar entity) and the specific work proposed to be performed by each.
  - ii. Describe the rationale for the proposed performance of work by subcontractors as opposed to the Contractor's own employees.
  - iii. Describe how the subcontractor's work will be integrated and controlled within the overall work to be performed.
  - iv. Identify the specific business relationship (subcontract, teaming agreement, etc.) between the Contractor and each entity proposed to perform work.
- c. Corporate Resources. Describe any corporate resources from parent organizations, e.g., LLC members that will be used, how they will be used, and the benefit of such to the performance of the Task Order.
- d. Workforce Skills. Describe the Contractor's approach for ensuring that an adequate workforce is available with the appropriate skills and qualifications necessary to safely

and effectively accomplish the work over the term of the Task Order. Particularly address any start-up or ramp-down of employment.

- e. Full-time Equivalent (FTE) Employees. Identify the number of FTE employees by organizational elements separated by (1) management and supervision, (2) labor disciplines by skill mix, (3) CLIN, and (4) indicate whether employed by the prime Contractor, teaming partner or subcontractor. Provide the rationale for the FTEs for each organizational element. Assure consistency between FTE data provided for organizational approach and the price proposal.

**Criterion 3 – Recent and Relevant Past Performance**

- (a) The Contractor shall provide a completed Attachment L-3, Past Performance Reference Information Form, for three (3) contracts/projects similar in size, scope and complexity to the work described in the PWS which have been completed or are in progress since the Contractor's master IDIQ contract award date of September 17, 2010 for the Contractor, each joint venture partner, and each LLC member. Size, scope and complexity are defined as follows: Size - dollar value and contract/project duration; scope - type of work (e.g. work as identified in the PWS) and complexity – performance challenges and risks (e.g. rigorous safety and quality assurance requirements, complex regulatory and stakeholder environments, NEPA requirements, changing government priorities, budget fluctuations, etc., associated with D&D of radiological facilities and environmental monitoring). For each of the contracts/projects, the Contractor shall provide the information as requested on the Attachment L-3, Past Performance Reference Information Form.

References should be provided solely for the work performed by the proposing division of the Contractor's company. The Contractor shall identify the portion of the work (size, scope, and complexity) performed by the entity specified in the form. Contract work for state and local Government, private sector clients, and subcontracts that are similar to the work described in the PWS will be evaluated equally with similar Federal contracts.

- (b) DOE intends to take a broad interpretation in determining relevancy. It is the Contractor's responsibility to provide sufficient information to demonstrate the relevancy and similarity to the PWS of the information provided for the Relevant Past Performance evaluations in Attachment L-3. DOE may place greater relevance on the past performance of the Contractor's traditional non-M&O cost reimbursement and fixed-price contracts than similar work under M&O contracts, with an emphasis on quality of product or service, timeliness of performance and deliverables, cost control, business practices, customer satisfaction and project management (planning, monitoring, budgeting, reporting, baseline management and critical path analysis). If the Contractor is a newly formed entity, the Contractor shall provide the relevant past performance information for three (3) contracts on the Attachment L-3, Past Performance Reference Information Form, for each of the members of the Joint Venture, LLC, or any other teaming arrangement as described in FAR Subpart 9.6, Contractor Team Arrangements.

- (c) The Contractor shall provide information on problems encountered on the contracts identified above and corrective actions taken to resolve those problems in Attachment L-3, Past Performance Reference Information Form. The problems should have been managed directly by the Contractor or the other team member for whom Past Performance Evaluation Forms are being provided.
- (d) For each referenced contract for which the work was not performed for DOE's Office of Environmental Management (EM) and for which no contractor performance data is available in PPIRS, the Contractor shall provide the Attachment L-4 Past Performance Letter and Questionnaire to the client identified on the Attachment L-3. The Contractor shall require that the clients return the Past Performance Questionnaire (PPQ) directly to the physical or email address identified in paragraph (e) below and on the PPQ Letter in Attachment L-4 no later than the proposal due date. *PPIRS shall be used for all contractors who have performed on all previous EM contracts as prime contractors.*
- (e) The Contractor shall be responsible for ensuring that all required PPQs are received by the appropriate responding official of each entity for which a reference is being requested. The Contractor shall also be responsible for ensuring that each required PPQ is received by the Contracting Officer from each responding official. Clients are encouraged to scan and email PPQs to the following email address at: [john.blecher@emcbc.doe.gov](mailto:john.blecher@emcbc.doe.gov). If responding officials are unable to scan and email the completed PPQ, mail a copy to the following address:

U.S. Department of Energy  
EM Consolidated Business Center  
ATTN: John Blecher  
250 East 5<sup>th</sup> Street  
Cincinnati, OH 45202

Contractors should allow adequate time for the completed forms to be returned to the Contracting Officer by the proposal due date.

However, DOE receipt of the questionnaires is not subject to the Section L Provision entitled *52.215-1, Instructions to Contractors - Competitive Acquisition* related to late proposals. The Contractor shall be responsible for following up with the reference points of contact and for ensuring that any required PPQ is completed and returned to the Government on time. Forms not received by the proposal due date may not be considered if consideration will unduly delay evaluations. Contractors may contact the Contracting Officer at the e-mail address to confirm the receipt of any required PPQs.

- (f) The Contractor bears the burden of demonstrating the relevance and acceptability of its past performance; therefore, the Contractor is required to provide sufficient data for the Government to properly evaluate the past performance. It is the Contractor's responsibility to provide sufficient information to demonstrate the relevancy and similarity of the references provided for past performance evaluation to the PWS. If the Contractor is a newly formed entity, the Contractor shall provide the relevant past performance information for each of the members of the Joint Venture, LLC, or any other teaming arrangement as described in FAR Subpart 9.6, Contractor Team Arrangements.
- (g) The Contractor shall provide Attachment L-5, List of Contracts Terminated for Convenience or Default (partially or completely) since the Contractor's master IDIQ contract award date of September 17, 2010 for the Contractor, with an explanation for the termination provided for the Contractor or other teaming participant for which Attachment L-3, Past Performance Reference Information Forms are being provided. If the Contractor does not have any contracts/projects to report, a blank form shall be submitted stating such.
- (h) As past performance information is source selection information, the Government will only discuss past performance information directly with the prospective prime Contractor or team member that is being reviewed. If there is adverse past performance associated with a proposed team member's past performance, the prime can be notified of the existence of the adverse past performance, but no details will be discussed without the team member's permission.
- (i) DOE may solicit information from available sources, including references and clients identified by the Contractor, and will consider such information in its evaluation. References other than those identified by the Contractor may be contacted and be considered by the Government regarding the evaluation of the Contractor's past performance. DOE may check readily available Government records including pertinent DOE prime contracts, or from commercial references for relevant past performance information.

#### **L.10 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III, PRICE PROPOSAL**

(a) General:

All pricing information shall be included in Volume III of the proposal. None of the information contained in Volume III shall be included in any other proposal volumes unless specifically requested in the RTP.

If there is a discrepancy between the pricing specified by the Contractor in Section L, Attachment L-7 Pricing Templates and the corresponding prices specified by the Contractor in Section B.2, the prices specified by the Contractor in Section B.2 will be used to determine the total evaluated price.

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.

(b) Pricing Assumptions:

DOE is providing the following pricing assumptions which shall be used when preparing the price proposal.

- (1) For proposal preparation purposes, Contractors shall assume a funding profile as follows per Government Fiscal Year (FY) for the base and option period(s):

<b>FY2015 (\$M)</b>	<b>FY2016 (\$M)</b>	<b>FY2017 (\$M)</b>	<b>FY 2018 (\$M)</b>	<b>FY 2019 (\$M)</b>
<b>\$3.0 - \$4.0</b>	<b>\$4.8 - \$5.5</b>	<b>\$7.8 - \$8.5</b>	<b>\$7.8 - \$8.5</b>	<b>\$7.8 - \$8.5</b>

The provided funding profile represents the Government's estimate as of the date of the RTP of future available funding. This funding is not a guarantee of available funds. Actual funding may be greater or less than these estimates. Therefore, the Contractor may propose to perform the PWS activities at a price greater or less than the Government's anticipated funding profile. The provided funding profile is not DOE's independent government cost estimate of the work to be performed.

- (2) For proposal preparation purposes, Contractors shall assume a 90 day Task Order Transition Period beginning on July 1, 2014; therefore, Contractors shall assume full responsibility for performance of the Task Order requirements on October 1, 2014. The period of performance for CLINS 00002 through 00004 of this Task Order shall include a three year base period from the effective date stated on the Task Order signature page through September 30, 2017. CLINS 00005 through 00007 include one two-year option period, if exercised, from October 1, 2017 through September 30, 2019.
- (3) For evaluation purposes, the Contractor shall assume a start date of January 1, 2016 for the D&D work and shall assume the D&D Option CLINs will be performed in the following sequential order: first CLIN 00008, then CLIN 00009 and lastly CLIN 00010. CLIN 00010 for RMHF shall be the last D&D work scope activity performed under the Task Order. The D&D options may be exercised at any time after January 1, 2016 and may be exercised concurrently during the Task Order period of performance based upon funding and necessary regulatory approvals. The Contractor's price proposal shall account for the flexibility that DOE intends to use in exercising its D&D options under the Task Order.
- (4) DOE is providing historical site data, including staffing levels, in Section L, Attachment L-8 Historical Site Information. This information shall not be construed to be DOE provided pricing (i.e. plug numbers). In addition, the historical site data provided in Attachment L-8 are intended solely to provide a general overview of site experience at a cost and/or resource driven level. The Contractor is fully responsible for independently developing a price proposal and ensuring the successful performance of the PWS activities in accordance with their proposed technical approach.
- (5) There are multiple options for disposal of waste in compliance with DOE Orders that should be considered when developing the technical approach. If the Contractor's technical approach includes disposal of low level radioactive or mixed low level waste at a licensed commercial facility, for pricing purposes, the Contractor shall include in

the estimate for use of a non-DOE facility, characterization, certification, treatment, packaging, transportation and disposal costs.

- (6) If the Contractor's technical approach should include disposal of low level radioactive and/or mixed low level radioactive at Area 5 of the Nevada National Security Site (NNSS), for pricing purposes the costs for disposal of waste at NNSS shall not be included in the Contractor's Total Proposed Task Order Price (CLINs 00001 through 00010). The base cost for disposal operations at NNSS is paid by DOE Programs and not by specific projects; the only costs directly paid to NNSS by the project are for overtime or special handling, if necessary. Cost for disposal at NNSS is handled as an interagency transfer of funds between DOE locations. However, other NNSS related costs, such as characterization, certification, treatment, packaging, and transportation shall be included in the Contractor's Total Proposed Task Order Price (CLINs 00001 through 00010). DOE will add the costs associated with NNSS disposal as part of the Total Evaluated Task Order Price as defined in Section M.4. Therefore for disposition at NNSS, the Contractor shall provide any waste quantities forecasted for disposal at NNSS in the technical approach for any PWS element utilizing NNSS. The disposal rate to be applied for NNSS disposal is \$16.54/ ft<sup>3</sup>. The estimated disposal cost shall be provided in the Attachment L-7 Pricing Template workbook under the NNSS Disposal Cost worksheet.
- (7) In addition to the NNSS, DOE has two low-level radioactive and mixed low-level radioactive waste disposal ID/IQ Contracts with Waste Control Specialists, LLC, and Energy Solutions, LLC. Either of these sites may also be used for disposal of low-level radioactive and mixed low-level radioactive waste. Copies of these two ID/IQ contracts are located at: <http://www.emcbc.doe.gov/About/PrimeContracts> and are available for Contractor use per the Section H.8 clause entitled TASK ORDERS ISSUED BY DOE PRIME CONTRACTORS AND SUBCONTRACTORS found within both contract documents.
- (8) For Post-Demolition Activities requiring material from an off –site location to backfill deeper excavations, the Contractor shall assume the backfill material source approved by DOE and DTSC will be available within a 20 mile radius from the site.

(c) Contractor Pricing:

Pricing Templates:

The Contractor shall complete Attachment L-7 Pricing Templates.

The Contractor shall provide pricing at the Section C. PWS level with some exceptions. For example, the Contractor is not required to provide pricing at the lower tiered PWS levels under PWS C.5.3. However, the Contractor is required to provide pricing at one level lower than the specified PWS under PWS items C.6.1, C.6.2, C.6.3 and C.6.4 to correspond to the CLIN structure which is organized per major facility. The Crosswalk tab in Attachment L-7 Pricing Templates provides a complete crosswalk from the Section C. PWS level to the required level of pricing data.

In addition, the price for On-Site Contractor Work Space under PWS section C.1.1(4) shall be included with the proposed price for PWS C.1.2 Site Access Requirements under CLINs 0004 and 0007.

For proposal preparation purposes, pricing shall be provided within the PWS where the activity is performed (including deliverables within the first 90 days of the Task Order (e.g., pricing for the initial Worker Safety and Health Program (WSHP) shall be included in PWS C.5.3 Safety and Quality Program)).

- (d) The Contractor shall provide documentation for Responsibility Determination and Financial Capability as outlined below:
- (1) FAR 9.104-1(a), General Standards, requires that a prospective Contractor have adequate financial resources to perform the Contract or the ability to obtain them in order to be determined responsible. It is the Contractor's responsibility to demonstrate its financial capability to complete this Task Order. Information provided by the Contractor shall include, but not be limited to, the Contractor'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 Contractor is a joint venture or other teaming arrangement.
  - (2) The Contractor shall submit proof for the kinds and minimum amounts of insurance in accordance with Section H.104 *Insurance – Work On A Government Installation*. The Contractor shall provide details of their current insurance coverage (including any claims on current insurance coverage) and a certificate or information that indicates the Contractor will have coverage in accordance with the above, effective October 1, 2014, for a one year period. Note: the RTP and any resulting Task Order require continuous coverage throughout the performance period.
  - (3) The Contractor shall submit proof of their capability to obtain the performance and payment bonds required by Section I.78 FAR clause 52.228-16 PERFORMANCE AND PAYMENT BONDS—OTHER THAN CONSTRUCTION for the D&D CLINS. The Contractor shall provide details of their current bonding capacity and a certificate or information that indicates the Contractor will have the required bond in accordance with the above. Information provided by the Contractor shall include, but not be limited to, the Contractor's current aggregate bonding capacity; current bonding limits per project; the current number of outstanding bonds and corresponding bonding limits; and a notarized bonding letter specifically addressing a multi-year bonding program.
  - (4) Using the above information and other information, the Government will make a FAR Part 9 responsibility determination of the prospective awardee.

#### **L.11 AMENDMENT OF THE RTP**

The only method by which any term of this RTP may be modified is by an express, formal amendment to the RTP generated by the Contracting Officer. No other communication made at any scheduled pre-proposal conference or subsequent discussions, whether oral or in writing will modify

or supersede the terms of this RTP. Receipt of an amendment to the RTP by a Contractor must be acknowledged in accordance with the RTP provision "Instructions to Contractors - Competitive Acquisition." Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

**L.12 OFFER ACCEPTANCE PERIOD**

The minimum offer acceptance period is 180 days after the required date for receipt of initial proposals or final proposal revisions, whichever is later.

**L.13 FAR 52.216-1 Type of Contract (APR 1984)**

The Government contemplates award of a Firm-Fixed-Price Task Order with Fixed Unit Rates from this RTP.

**L.14 FALSE STATEMENTS**

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

**L.15 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS**

This RTP 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 to acquire or contract for any services.

**L.16 NUMBER OF AWARDS**

It is anticipated there will be one award resulting from this RTP.

**L.17 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION**

This acquisition is a set-aside for small businesses. The size standard for this RTP is 500 employees under NAICS code 562910 "*Environmental Remediation Services.*"

**L.18 DOE-L-1013 ALTERNATE PROPOSAL INFORMATION - NONE**

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

**L.19 CLASSIFIED MATERIAL**

Performance under the proposed Task Order is not anticipated to involve access to classified material.

DOE issued L or Q Security Clearances will not be required during the performance of services for this Task Order.

**L.20 CONTACTS REGARDING FUTURE EMPLOYMENT**

Prior to Task Order award, except where prohibited by law, contacts with site employees regarding future employment are permitted; however, such contacts must take place outside the normal work hours of such employees and not on DOE property. Contractors are reminded that contact with federal, contractor, or subcontractor employees is not permitted for the purpose of seeking procurement-sensitive information relating to this RTP.

**L.21 RESERVED**

**L.22 AWARD WITHOUT DISCUSSIONS WITH CONTRACTORS**

The Government intends to make selection and award pursuant to Section H.14 *EMCBC H-1005 Ordering Procedures* of the IDIQ basic contract and FAR Part 16. It is particularly important that each Contractor be fully responsive in providing their best offer initially, since there may be no opportunity to expand, clarify or revise proposals at a later date.

Contractors' initial proposals shall be reviewed to determine whether they satisfy the requirements of this RTP. The Contracting Officer may eliminate those proposals so grossly and obviously deficient as to be totally unacceptable on their face from further consideration before the initial evaluation.

Failure of Contractors to respond or follow the instructions regarding the organization and content of any of the proposal volumes may result in the Contractor's entire offer, consisting of Volumes I through III being eliminated from the initial evaluation; if such an offer becomes eliminated from initial evaluation, revisions to any of the proposal volumes will not be considered for evaluation.

**L.23 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

United States Department of Energy  
Environmental Management Consolidated Business Center  
Office of Contracting  
250 East 5<sup>th</sup> Street  
Suite 500  
Cincinnati, Ohio 45202  
Attention: Matthew Carpenter

- (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.24 DEAR 952.233-2 SERVICE OF PROTEST (FEB 2005)**

As prescribed in 48 CFR 933.106(a), the following is added to the end of the provision at FAR 52.233-2:

“Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this 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.25 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation (RTP) 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 Contractor is cautioned that the listed provisions may include blocks that must be completed by the Contractor and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Contractor 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:

<http://acquisition.gov/comp/far/index.html>  
<http://professionals.pr.doe.gov/>

The following provisions are incorporated by reference:

Table L -3

Provision No.	FAR/DEAR Reference	Title
L.24.a.	FAR 52.215-1	Instructions to Contractors – Competitive Acquisition (JAN 2004)
L.24.b.	FAR 52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
L.24.c.	FAR 52.232-13	Notice of Progress Payments (APR 1984)
L.24.d.	FAR 52.237-1	Site Visit (APR 1984)
L.24.e.	FAR 52.237-10	Identification of Uncompensated Overtime (OCT 1997)
L.24.f.	FAR 52.247-45	F.O.B. Origin and/or F.O.B. Destination Evaluation (APR 1984)
L.24.g.	DEAR 952.219-70	DOE Mentor-Protégé Program (MAY 2000)
L.24.h.	DEAR 952.233-4	Notice of Protest File Availability (AUG 2009)
L.24.i.	DEAR 952.233-5	Agency Protest Review (SEP 1996)

**L.26 LIST OF SECTION L ATTACHMENTS**

- L-1 Automated Clearing House (ACH) Form
- L-2 Key Personnel Resume Format
- L-3 Past Performance Reference Information Form
- L-4 Past Performance Letter and Past Performance Questionnaire
- L-5 List of Contracts Terminated for Convenience or Default
- L-6 Performance Guarantee Agreement
- L-7 Pricing Templates
- L-8 Historical Site Information

**ATTACHMENT L-1: AUTOMATED CLEARING HOUSE (ACH) FORM**

*This Attachment is a PDF file provided separately.*

**ATTACHMENT L-2: KEY PERSONNEL RESUME FORMAT**

*(The resume for the ESH&Q Manager shall not exceed two (2) pages and the resume for the Program Manager shall not exceed three (3) pages.)*

**Name of Key Person:**

**Name of Contractor:**

**Proposed Position with Contractor:**

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

**Name of Company with whom Key Person will be Employed:**

**Duties and Responsibilities in Proposed 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.)

**Experience:** (Starting with current position and working backwards: Identify name and address of employer, 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).

**Citizenship:** (Include any dual citizenship, if applicable)

**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)

**Letter of Commitment:** (A signed letter of commitment should be attached to each resume - use the letter of commitment format specified in for Criterion 2 in Section L.9(c). Page limits for resumes do not include letters of commitment.)

**ATTACHMENT L-3: PAST PERFORMANCE REFERENCE INFORMATION FORM**

*(Completed Form limited to 3 pages per reference contract/project)*

Name of Contractor Submitting Proposal:	
Name of Reference Contact Client (e.g. Government Agency or Prime Contractor):	
Name of Entity Reference Contract/Project Was Awarded To:	
Reference Contract/Project Client Point of Contact:	Name: Title: Telephone: Address: Reference Contract/Project Number:
Reference Contract/Project Period of Performance:	
Reference Contract/Project Start Date:	
Reference Contract/Project Completion/Termination Date:	
Reference Contract Type of Contract/Project:	
Reference Contract/Project Total Value:	
Reference Contract/Project Value Performed To Date:	
Dollar Amount and duration of work entity performed on reference contract/project:	
Portion (%) of work entity is proposed to perform on new ETEC Task Order:	
Scope entity performed on reference contract/project:	
Scope entity is proposed to perform on new ETEC Task Order:	
Complexity of work entity performed on referenced contract/project:	
Complexity entity is proposed to perform on new ETEC Task Order:	
Discuss the nature of any challenges encountered in providing support and the resources utilized to meet these challenges on referenced contract/project:	
Provide information on problems encountered on the contract/projects identified above and corrective actions taken to resolve those problems:	

Safety statistics: provide Days Away/Reduced Time (DART) and Total Recordable Case (TRC) rates and hours worked for the entity on the referenced contract. Also, provide DART and TRC rates and hours worked for the entity on a corporate basis by fiscal year (FY) for FY 2010-2013.

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

**(For each referenced contract for which the work was not performed for DOE's Office of Environmental Management (EM) and for which no contractor performance data is available in PPIRS, the Contractor shall provide the Attachment L-4 Past Performance Letter and Questionnaire to the client identified on the Attachment L-3.)**

*Sample Past Performance Letter*

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

We are participating in a procurement for a Department of Energy (DOE) Task Order for the Energy Technology Engineering Center (ETEC) Environmental Monitoring and decontamination and demolition (D&D) acquisition. 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 calendar days.

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

Email Address: [john.blecher@emcbc.doe.gov](mailto:john.blecher@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  
Office of Contracting, Attn: Mr. John Blecher  
250 E 5<sup>th</sup> Street  
Suite 500  
Cincinnati, OH 45202

If mailing, please mark the envelope:

“PROCUREMENT SENSITIVE SOURCE SELECTION INFORMATION - SEE FAR 3.104”

“TO BE OPENED ONLY BY THE CONTRACTING OFFICER”

**PAST PERFORMANCE QUESTIONNAIRE:**

**A. REFERENCED CONTRACT AND CLIENT INFORMATION**

Name of Company Being Evaluated:

Evaluator's Name:

Evaluator's Address:

Evaluator's Phone:

Evaluator's Organization:

Evaluator's role in the management of the contract:

**B. RATING SCALE AND DEFINITIONS:**

Rating	Definition	Note
Exceptional	Performance meets contractual requirements and exceeds many to the Government'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.	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 evaluated 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/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will 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 Government. 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 Government. 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:**

**1. Quality of Product or Service**

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Not Applicable     Do Not Know

Supporting Narrative:

**2. Schedule Compliance**

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Not Applicable     Do Not Know

Supporting Narrative:

**3. Cost Control**

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Not Applicable     Do Not Know

Supporting Narrative:

**4. Business Relations**

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Not Applicable     Do Not Know

Supporting Narrative:

**5. Management of Key Personnel**

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Not Applicable     Do Not Know

Supporting Narrative:

**6. Utilization of Small Business**

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

Supporting Narrative:

**ATTACHMENT L-5: LIST OF CONTRACTS TERMINATED FOR CONVENIENCE  
OR DEFAULT**

<b>Client Name</b>	<b>Contract #</b>	<b>Client Point of Contact (POC)</b>	<b>POC Contact Info (address, phone, e-mail)</b>	<b>Period Of Performance</b>

**ATTACHMENT L-6: PERFORMANCE GUARANTEE AGREEMENT**

*Only to be completed if Contractor 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 Task Order \_\_\_\_\_ for the provision of Environmental Monitoring and Decontamination & Demolition (D&D) Activities at the DOE Energy Technology Engineering Center (ETEC) (the "Task Order") 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 Task Order, 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 Task Order, 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 Task Order, in the event of a default by Contractor there under, 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 Task Order. 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 Task Order 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 Task Order, 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 Task Order, 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 Task Order 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-7: PRICING TEMPLATES**

Due to the size of the document, Attachment L-7, Pricing Templates, is a separate attachment provided as an Excel workbook.

The workbook includes worksheets with a crosswalk between the PWS and the required level of pricing data, a Pricing Summary by CLIN and PWS and individual PWS pricing templates as required.

## ATTACHMENT L-8 HISTORICAL SITE INFORMATION

### I. Historical Staffing Levels

Boeing Historical Full Time Employees (FTEs), including first tier subcontractors, is approximately 1.5 to 4 FTEs for FY 2010 - FY 2013

### II. Well Maintenance Costs

Average well maintenance costs for prior two years\* : \$5,000 per year

\*This \$5,000 per year average represents total maintenance costs for all wells reflecting the time period subsequent to the wells being overhauled and the replacement of the pumps.

### III. EEOICPA Claims

Fewer than 5 per year

### IV. Current Boeing Subcontractors

MWH Global  
Haley and Aldrich  
CH2M-Hill  
MP Environmental Services (MPE)  
Jacob and Hefner  
University of Guelph  
Clean Harbors