IV – Representations and Instructions

Section L
Instructions, Conditions, and Notices to Offerors
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L.1 FAR 52.252-1, Solicitation Provisions Incorporated by Reference (Feb. 1998)

This solicitation incorporates one (1) or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer (CO) will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

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

<table>
<thead>
<tr>
<th>Provision No.</th>
<th>FAR/DEAR Reference</th>
<th>Title</th>
<th>Fill-In Information; See FAR 52.104(d)</th>
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<tr>
<td>FAR 52.204-7</td>
<td>System for Award Management (Oct 2016)</td>
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<td>FAR 52.204-16</td>
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<td>FAR 52.214-34</td>
<td>Submission of Offers in the English Language (Apr 1991)</td>
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<td>FAR 52.214-35</td>
<td>Submission of Offers in U.S. Currency (Apr 1991)</td>
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<td>Instructions to Offerors – Competitive Acquisition (Jan 2017)</td>
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<td>FAR 52.215-20</td>
<td>Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost of Pricing Data (Oct 2010) – Alt IV (Oct 2010)</td>
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<td>FAR 52.215-22</td>
<td>Limitations on Pass-Through Charges Identification of Subcontract Effort (Oct 2009)</td>
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<td>FAR 52.222-5</td>
<td>Construction Wage Rate Requirements – Secondary Site of the Work (May 2014)</td>
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<td>FAR 52.222-23</td>
<td>Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)</td>
<td>(b) Minority Goal: 5.4%; Female Goal: 6.9%</td>
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<td></td>
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<td>(e) Richland, Benton County, WA</td>
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<tr>
<td>FAR 52.222-24</td>
<td>Pre-Award On-Site Equal Opportunity Compliance Evaluation (Feb 1999)</td>
<td></td>
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<td>FAR 52.237-1</td>
<td>Site Visit (Apr. 1984)</td>
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<td>FAR 52.250-2</td>
<td>SAFETY Act Coverage Not Applicable (Feb 2009)</td>
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<td>DEAR 952.219-70</td>
<td>DOE Mentor-Protégé Program (May 2000)</td>
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<td>DEAR 952.233-4</td>
<td>Notice of Protest File Availability (Aug 2009)</td>
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<tr>
<td>DEAR 952.233-5</td>
<td>Agency Protest Review (Sep 1996)</td>
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L.2 FAR 52.216-1, Type of Contract (Apr. 1984)

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

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

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

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

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

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

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

L.6 DOE-L-2025 Intention to Bid/Propose (Oct. 2015)

In order to facilitate the efficiency of the Government’s solicitation and award process through advance information on the anticipated number of Offers, potential Offerors are requested to submit the name, address, and telephone number of its firm or organization and any subcontractors to HMESC@emcbc.doe.gov not later than 28 calendar days prior to the proposal due date. If the bid/proposal is to be submitted by a teaming arrangement, the Offeror is requested to submit the above information for all members of the proposing team.

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

The Offeror’s proposal shall be valid for 18 months (547 calendar days) after the required due date for proposals.


(a) Definitions.

(1) Offeror. The term “Offeror,” as used in this Section L, refers to the single entity submitting the proposal. The Offeror shall be a legal entity separate from its parent organization(s), whose sole purpose is to perform the Contract, in accordance with the clause DOE-H-2015 entitled, Separate Corporate Entity. The Offeror may be a single corporation or a “Contractor team arrangement” as defined in FAR 9.601, for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. If the Offeror is a newly formed entity, it must be
(2) Critical subcontractor. A “critical subcontractor” is a subcontractor performing work within PWS sections:

- C.4.3, *Safeguards and Security*, who is anticipated to perform 30 percent or more of the total estimated cost of this work over the contract period.
- C.4.4, *Emergencies and First Responders*, who is anticipated 30 percent or more of the total estimated cost of this work over the contract period.
- C.4.6, *Information Technology and Management*, who is anticipated to perform 30 percent or more of the total estimated cost of this work over the contract period.
- Additionally, proposed subcontractors with an estimated value more than $400 million over the contract period (including option years) under the Infrastructure and Site Services CLINs are considered to be a critical subcontractor.
- A critical subcontractor is also any subcontractor that will perform work that is incorporated into the Offeror’s Technical Approach and that the prime Offeror considers critical to enhance its team’s technical approach, experience, or ability to meet delivery requirements.

Critical subcontractors count toward fulfillment of the Section H clause entitled, *Subcontracted Work*, requirement and other small business goals in this Contract.

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

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

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

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

(c) Submission of proposals.

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

(2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, *Solicitation, Offer and Award*, in Section A of this solicitation and other provisions of Section L. It is imperative that the Offeror read and understand how to submit its
(3) Electronic submission of a proposal via FedConnect shall be required; however, the original, signed, hard copy submission of the proposal shall be considered the Offeror's official offer and will be considered binding.

(4) In addition to the electronic submission of the Offeror’s proposal via FedConnect, the Offeror shall submit the required number of paper and electronic copies of each proposal volume as indicated below. The content in the paper and electronic copies shall be identical to the content of the FedConnect copies. The only exception is the financial statements and annual reports, which shall be included in the electronic submission and the signed original only, but are not required to be included in the additional paper copies. The paper copies shall be submitted no later than the proposal due date, as follows:

MAIL TO (see table below for number of hard and electronic copies):

U.S. Department of Energy
Attention: Lori Sehlhorst, Contracting Officer, EMCBC
Address: 250 E. 5th Street, Suite 500
City/State/Zip: Cincinnati, OH 45202

Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY.
RFP No. 89303318REM000007
E-mail: lori.sehlhorst@emcbc.doe.gov
Phone: (513) 744-0989

 MAIL TO (see table below for number of hard and electronic copies):

U.S. Department of Energy
Attention: Janette Gonzalez
Address: 2430 Stevens Center, Suite 274
City/State/Zip: Richland, WA 99354

Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY.
RFP No. 89303318REM000007
E-mail: janette.gonzalez@rl.doe.gov
Phone: (509) 373-3480

Note: Offerors delivering proposals via hand-carry or Express Mail to the above address should arrange for delivery Monday through Thursday between the hours of 8:30am – 4:00pm (PST) and contact the CO, Lori Sehlhorst, via telephone at (513) 744-0989 or email at lori.sehlhorst@emCBC.doe.gov in advance to advise of the anticipated delivery date and time.
In addition, Offerors shall provide CD-ROMs or DVDs and USB flash drives that are clearly labeled with the Request for Proposal (RFP) volume number and provision reference. The proposals provided in electronic media are provided for Source Evaluation Board evaluation convenience only. In the event of a conflict, the hard copy material takes precedence over the electronic submission.

The original proposal shall contain signed originals of all documents requiring signatures by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.

The original, signed, hard copy submission of the proposal shall be considered the Offeror’s official offer and will be considered binding.

### Table L-2. Copy Requirements

<table>
<thead>
<tr>
<th>Proposal Volume – Title</th>
<th>Number of Hard Copy Proposals Required (Hanford)</th>
<th>Number of Hard Copy Proposals Required (DOE-EMCBC)</th>
<th>Number of CD-ROMs/DVDs Required (DOE-EMCBC)</th>
<th>Number of USB Flash Drives Required (Hanford)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volume I – Offer and Other Documents</td>
<td>1 signed original and 5 copies</td>
<td>1 copy</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>Volume II – Technical and Management Proposal</td>
<td>1 signed original and 13 copies</td>
<td>1 copy</td>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>Volume III – Cost and Fee Proposal</td>
<td>1 signed original and 6 copies</td>
<td>1 copy</td>
<td>1</td>
<td>6</td>
</tr>
</tbody>
</table>

(d) Solicitation instructions and proposal information.

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

(2) These instructions are not evaluation factors. Evaluation factors are set out in Section M, Evaluation Factors for Award, of this solicitation. However, failure to provide the requested information may make an Offeror ineligible for award or adversely affect the Government's evaluation of an Offeror’s proposal. In addition, a proposal will be eliminated from further consideration before the initial rating if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the material requirements of the solicitation, or if it does not substantially and materially comply with the proposal preparation instructions of this solicitation. Cursory responses or responses which merely repeat or reformulate the Performance Work Statement will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

(e) Proposal volumes and page limitations.

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

(i) Volume I, Offer and Other Documents - No page limit.

(ii) Volume II, Technical and Management Proposal - See page limitation identified in each factor.
(iii) Volume III, Cost or Price Proposal - No page limit.

(2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth above, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, blank pages, and the cross reference matrix. Those pages that exceed the limits set forth in each factor below will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.

(3) Except as may be provided elsewhere in the solicitation (including paragraph (f)(2) below), Offerors shall not cross reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All cost and pricing information shall be submitted and addressed only in Volume III, Cost or Price Proposal, unless otherwise specified.

(f) Proposal specifications.

(1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.

(2) Cross reference matrix. The Offeror shall provide a cross reference matrix, which correlates the proposal by page and paragraph number to the performance work statement (PWS), Section L instructions, and Section M evaluation factors. The cross reference matrix shall be inserted immediately following the table of contents of the corresponding volume of the Offeror's proposal.

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

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

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

(6) Page numbering. All pages shall be sequentially numbered by volume.
(7) File format. Files submitted shall be readable and searchable using Microsoft® Word®, Excel®, or Adobe® portable document format (must be in a searchable format, not scanned) except the following specific Volume III files:

- Electronic copies of financial statements and Annual Reports shall be submitted in portable document format (portable document format files are required).
- Any proprietary software utilized in preparation of proposal information shall be provided along with licenses required to allow operation of the proprietary software. Any files provided in accordance with this section shall be in the native format.

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

(8) Binding and labeling of hard copies. Each volume shall be separately bound in three-ringed loose-leaf binders. Cost proposals may be submitted in three-ringed binders of any size up to 11 × 17. Staples shall not be used. The outside front cover of each binder shall indicate the Contractor’s name, the RFP number, the title of the RFP, and the copy number (i.e., sequentially number the required copies with the original being copy no. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position.

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

(h) Questions.

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

(2) This solicitation is considered complete and adequately describes the Government’s requirements. If an Offeror believes that there is an error in the solicitation, or an omission, the Offeror shall submit a question to HMESC@emcbc.doe.gov.

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

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

(k) Commitment of public funds. The CO is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.
(l) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: Part I - The Schedule; Part II - Contract Clauses; Part III, Section J-List of Documents, Exhibits and Other Attachments; and Part IV, Section K - Representations, Certifications, and Other Statements of Offerors. These sections will be incorporated into the contract by reference.

(m) Allowable Salary for Key Personnel: Award of the Contract, as proposed, does not constitute a determination of allowability of key personnel salaries contained in the successful offer. As provided in Section H entitled, Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits, within 20 days after NTP, the Contractor will submit DOE Form 3220.5, Application for Contractor Compensation Approval, to the CO for each key personnel position listed in the Contract for a determination of cost allowability for reimbursement under the Contract. To support a reasonableness determination, the Contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the CO.

Executive incentive programs are allocable and, therefore, may be determined to be allowable, if approved by the CO. Additionally, an executive incentive program will only be considered allowable if the cost of the incentive is incurred specifically for the Contract only; charges for an executive bonus pool covering contracts or clients other than the specific contract are unallowable (FAR 31.201-4). To support a reasonableness determination for allowability, the Contractor will be required to provide a justification and may be required to provide additional information such as a copy of the annual incentive letter provided to the individual executive for the services to be rendered.


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

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

Section B:

(i) B.2, Table B-2. Contract Cost and Fee

Section H:

(i) H.28, DOE-H-2017, Responsible Corporate Official and Corporate Board of Directors (Oct 2014)

(ii) H.42, DOE-H-2052, Representations, Certifications, and Other Statements of the Offeror – Alternate I (Oct 2014)

(iii) H.49, DOE-H-2070, Key Personnel – Alternate I (Oct 2014)
Section I:

(i) I.46, FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)

(ii) I.83, FAR 52.223-3, Hazardous Material Identification and Material Safety Data (JAN 1997) – Alternate I (Jul 1995)

(iii) I.112, FAR 52.227-23, Rights to Proposal Data (Technical) (Jun 1987)

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

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

(2) The Offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF 33.

(3) The Offeror shall insert 547 calendar days in block 12 of the SF 33 in accordance with Section L provision L.7.

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

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

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

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

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

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

(e) Subcontractors and other entities.

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

(2) If the Offeror is a joint venture, limited liability company, limited liability partnership, or other similar entity (multi-member, shared ownership) provide:
(i) Name, address, and DUNS of the parent or member company(ies) of the Offeror - joint
venture members, limited liability company members, limited liability partnership members,
etc.; and

(ii) Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after
any contract award, that describe the business arrangement between the members, including
the identity of the one member/partner who has the ownership interest of 51% or greater in the
Offeror.

(f) Representations and certifications.

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

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

(g) Exceptions and deviations.

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

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

(h) Facility Clearance verification.

The Offeror shall submit the U.S. Department of Defense (DoD) Commercial and Government Entity
(CAGE) code, or DOE or Nuclear Regulatory Commission (NRC) Facility Clearance number for the
Offeror, subcontractors, and team members who will perform work under a contract resulting from
this solicitation. If the Offeror, or any of its subcontractors or team members, does not possess such a
CAGE code or DOE/NRC Facility Clearance number, the Offeror, subcontractor, and/or team
member shall submit the information required by the provision at DEAR 952.204-73, Facility
Clearance, found elsewhere in this Section L. Further information is available at https://foci.anl.gov.
All Offerors, their subcontractors (if applicable), or team members that do not possess a CAGE code or DOE/NRC Facility Clearance number, shall complete the required entries into the DOE Foreign Ownership, Control, or Influence (FOCI) Electronic Submission System (ESS) located at [https://foci.anl.gov/](https://foci.anl.gov/). Use of the DOE FOCI ESS is mandatory for all Offerors, subcontractors (if applicable), and/or team members that do not possess a Facility Clearance.

Offerors are encouraged to transmit FOCI information well before the deadline for proposal submission. Under the DOE FOCI ESS, electronic signatures cannot be accepted; thus, the signed original SF 328 executed in accordance with the form’s instructions, and any other forms requiring a signature or seal shall be printed, signed, and submitted to the federal FOCI Operations Manager at the mailing address provided in the system. When filling out the New User Registration information in the DOE FOCI ESS, select “Richland Operations Office” as the FOCI Office that will review your submission for this solicitation when it is completed. Include the solicitation name and number in the “Reason for Request” field.

(i) Performance guarantee agreement.

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

(j) Responsible Corporate Official.

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

(k) Small business subcontracting plan.

(1) A completed and acceptable Small Business Subcontracting Plan is required to be submitted in accordance with the Section I, FAR Clause 52.219-9 entitled, Small Business Subcontracting Plan, Alternate II, and proposal instructions herein. The Subcontracting Plan is not a requirement for evaluation in source selection, but rather, a requirement for award to a large business and it will be incorporated into the resultant contract as Section J, Attachment entitled, Small Business Subcontracting Plan.

(2) To be considered acceptable, the Offeror’s plan shall address, in adequate detail, each of the 11 elements identified in FAR 52.219-9(d). Failure by a large business Offeror to submit and/or negotiate a subcontracting plan that addresses each of the eleven elements identified in FAR 52.219-9(d) in adequate detail may make the Offeror ineligible for award of a contract. See FAR 19.702, Statutory Requirements (a)(1), regarding failure of the apparent successful Offeror to negotiate and submit a Plan acceptable to the CO.

(3) The Offeror shall establish goals that afford small businesses with the maximum practicable opportunity to participate in Contract performance consistent with efficient performance. In developing its proposed plan, the Offeror shall establish minimum goals for each small business category as follows (Table L-3):
Table L-3. Small Business Category

<table>
<thead>
<tr>
<th>Small Business Category</th>
<th>Small Business Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Businesses</td>
<td>[Proposed]*</td>
</tr>
<tr>
<td>Veteran-Owned Small Business (VOSB)</td>
<td>3%</td>
</tr>
<tr>
<td>Service-Disabled Veteran-Owned Small Business (SDVOSB)</td>
<td>3%</td>
</tr>
<tr>
<td>HUBZONE</td>
<td>3%</td>
</tr>
<tr>
<td>Small Disadvantaged Business</td>
<td>5%</td>
</tr>
<tr>
<td>Women-Owned Small Business</td>
<td>5%</td>
</tr>
</tbody>
</table>

* The overall SB goal percentage of total subcontracted work shall be proposed by the Offeror and be consistent to the requirements to Section H.53 clause entitled “Subcontracted Work.” The small business subcategories may not necessarily add up to the overall percentage in the “Small Business” category, since some small businesses may not fall into any of the subcategories, while others may fall into more than one subcategory.

(4) Proposed small business goals shall be the percent of total subcontracted work specified in the Offeror’s Small Business Subcontracting Plan. Amounts proposed for subcontracting base and small business participation shall comply with the limitations of the Section H clause entitled, Subcontracted Work.

(5) In addition to submitting a Small Business Subcontracting Plan, Offerors shall complete Section L Attachment entitled, Small Business Subcontracting Tables, which provides a breakdown of the Offeror’s proposed goals and dollars, by small business category, expressed in terms of both a percent of TOTAL CONTRACT VALUE and a percent of TOTAL SUBCONTRACTED WORK. Offerors shall show the proposed subcontracting goals for the basic contract requirement and each option separately. The tables shall also break out costs being proposed/allocated to small business concerns to the extent known (by small business category), by PWS element, and by Government fiscal year.

(i) Community Commitment Plan.

The Offeror shall provide a Community Commitment Plan that demonstrates meaningful partnership with the community and support of sustainable economic use of the site. See the Section H clause DOE-H-2045, entitled Contractor Community Commitment. The Plan will become part of the resulting Contract as an attachment to Section J.

(m) Organizational Conflicts of Interest (OCI).

The Offeror, including each entity participating in a joint venture, limited liability company (LLC), or teaming agreement thereof as defined in FAR 9.601(1), as well as any critical subcontractor(s), shall provide a fully executed Section K.8, Organizational Conflicts of Interest Disclosure, and any necessary statements required by the provision. If the Offeror believes there is an existing or potential OCI, the Offeror shall submit an appropriate Organizational Conflict of Interest Management Plan with its proposal in accordance with the requirements of the Section H clause entitled, Organizational Conflict of Interest Management Plan. If the Department requires additional explanation or interpretation regarding the proposed Organizational Conflict of Interest Management Plan for evaluation purposes, this would be handled as clarifications or
communications with Offerors, in accordance with subsections (a) and (b) of FAR 15.306, 

*Exchanges with Offerors After Receipt of Proposals.*

Pursuant to FAR 9.504, *Organizational and Consultant Conflicts of Interest,* DOE has evaluated the Hanford Mission Essential Services Contract (HMESC) for potential organizational conflicts of interest and has determined that the HMESC scope of work will create an actual organizational conflict of interest between the contractors performing the HMESC scope of work and other current and future Hanford Contractors. DOE has further determined that the OCIs cannot be avoided, neutralized, or mitigated.

DOE has determined that the HMESC and its team members, as defined in FAR 9.6, *Contractor Team Arrangements,* may not be a performing Contractor on the current major Hanford contracts (Plateau Remediation Contract, Tank Operations Contract, and Waste Treatment Plant) or future Hanford contracts with those work scopes. The “performing contractor” restriction applies to the HMESC and its teaming members’ parents’, affiliates, and subsidiaries. In submitting its offer, the Offeror agrees to the above restriction. (See also Contract Clause H entitled, *Organizational Conflict of Interest Between Hanford Site Contracts.*)

(n) Equal opportunity compliance.

The Offeror shall provide all of the information required to perform a pre-award onsite equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number, and point of contact for the Equal Employment Opportunity Commission. This information shall be provided for the Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any named subcontractor(s).

(o) Earned Value Management System (EVMS) Documentation.

The Offeror shall provide the EVMS documentation required under Section K provision entitled, *Notice of Earned Value Management System.*

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

**Notices**

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

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

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

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

(2) Information submitted by the Offeror in response to the SF 328 will be used solely for the
purposes of evaluating FOCI and will be treated by DOE, to the extent permitted by law, as
business or financial information submitted in confidence.

(3) Following submission of a SF 328 and prior to contract award, the Contractor shall immediately
submit to the CO written notification of any changes in the extent and nature of FOCI which
could affect the Offeror's answers to the questions in SF 328. Following award of a contract, the
Contractor must immediately submit to the cognizant security office written notification of any
changes in the extent and nature of FOCI, which could affect the Offeror's answers to the
questions in SF 328. Notice of changes in ownership or control, which are required to be reported
to the Securities and Exchange Commission, the Federal Trade Commission, or the US
Department of Justice must also be furnished concurrently to the cognizant security office.

(b) Definitions.

(1) Foreign Interest means any of the following:
   (i) A foreign Government, foreign Government agency, or representative of a foreign
       Government;
   (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under
       the laws of any country, other than the United States, or its possessions and trust territories;

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

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

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

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

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

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

(4) An established Reporting Identification Symbol code for the Nuclear Materials Management and
Safeguards Reporting System if access to nuclear materials is involved;
(5) A survey conducted no more than six months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;

(6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and

(7) Access authorizations for key management personnel who will be determined on a case by case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.

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

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

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

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

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

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

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

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

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

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


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

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

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

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

(e) No cost or price information shall be included in the Technical and Management Proposal, unless specifically requested in the solicitation.


Factor 1: Technical Approach (The Technical Approach shall not exceed 100 pages.)

Offerors shall include the following information in the Volume II - Technical and Management Proposal, related to the Offeror’s proposed technical approach:

(a) The Offeror shall provide its proposed technical approach to accomplishing the PWS stated in this solicitation, with emphasis in the areas of Utilities and Infrastructure, Safeguards and Security, Emergencies and First Responders, Information Technology and Management, Integration, and Interface Management. Sufficient detail shall be included to enable the Government to ascertain the Offeror’s, technical understanding, quality, and effectiveness of the Offeror’s technical approach. Restating the PWS requirements will not adequately demonstrate such understanding.

(b) The Offeror shall describe its understanding and approach to the following Contractor Human Resource Management activities:

(1) Management and administration of pension and benefit plans as described in Section H.5; and
(2) Management of a large workforce, including Union represented and non-represented labor. As part of its approach to (1) and (2) above, the Offeror shall demonstrate its expertise (on staff or contracted personnel); and with regard to (2) above, its understanding of the Service Contract Labor Standards, in particular Section 4(c) and how it affects a Union represented workforce.

(c) The Offeror shall describe its overall approach to managing Hanford Site Information Technology (IT) in order to achieve shrinking the IT footprint (e.g., closing data centers) and creating a more agile system (e.g., advocates adaptive planning, evolutionary development, early delivery, and continuous improvement, and it encourages rapid and flexible response to change). The Offeror’s approach shall also discuss effectiveness and efficiency and how the Offeror will manage overall IT risk.

(d) Subcontracting Approach and Commitment to Small Business Utilization

(1) The Offeror shall describe its approach to meet the requirement to subcontract at least 40 percent of the Total Contract Value (exclusive of the maximum value of the IDIQ CLINs) in a timely and effective manner. The Offeror shall also describe its approach to meet the requirement to subcontract at least 25 percent of the Total Contract Value (exclusive of the maximum value under the IDIQ CLINs) to small businesses in a timely and effective manner. The Offeror shall identify what scope elements the small businesses are responsible for providing and describe the complexity and variety of the work small businesses are proposed to perform. If the subcontractor(s) is (are) known, Offerors must connect the work to the subcontractor. In addition, the Offeror shall describe its strategy and approach to subcontract meaningful work scope (as defined in Section H clause entitled, Subcontracted Work) that can be performance-based and performed by small business subcontractors. The Offeror shall describe the rationale for the proposed performance of work by the identified subcontractors, as opposed to the Offeror’s own employees. The Offeror shall describe how each performing entities’ work will be integrated and managed within the overall work to be performed.

(2) All Offerors shall provide information demonstrating the extent of commitment to utilize small business concerns and to support their development. Information provided shall also include a description of Small Business outreach, assistance, participation in the Mentor Protégé Program, counseling, market research and Small Business identification, and relevant purchasing procedures.

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

Factor 2: Key Personnel and Organization (The Key Personnel and Organization section shall not exceed 20 pages, exclusive of resumes and letters of commitment. The key personnel resumes are limited to four pages for each resume.) Offerors shall include the following information in the Volume II - Technical and Management Proposal, related to the proposed key personnel and organization:

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

The required key personnel positions include:

- Program Manager;
• Manager, Safeguards and Security and Emergency and First Responders;
• Chief of Hanford Patrol; and
• Chief of Hanford Fire.

It is recognized that the number and functions of key personnel will be dependent on the
organizational structure of the individual Offeror and the manner in which the Offeror proposes to
perform the work. The Offeror shall not provide the names or qualifications of any non-key
personnel, except as otherwise specified in other solicitation provisions.

(1) The Offeror shall provide the rationale for the selection of those non-required key personnel
positions regarding why they are essential to the successful performance of the contract, relative
to the Offeror's approach to the management and execution of the work.

(2) The Offeror shall identify the organization that will employ each of the key personnel during
performance of the contract, e.g., Offeror, Offeror affiliates, teaming partners, or critical
subcontractors; and the key personnel authority level and the extent to which each key personnel
position will have access to corporate resources.

(3) The Offeror shall confirm the availability of the key personnel as being full-time assigned to the
contract and physically located on the Hanford Site or within the local area.

Failure to propose the four required key personnel positions will adversely affect the
Government’s evaluation of the proposal and may make the proposal ineligible for award.

(b) Resume.

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

(i) Relevant experience on work of similar scope, size, and complexity to that required for the
proposed position: similar scope, size, and complexity are defined as follows: scope-type of
work; size-dollar value and contract duration; and complexity-performance challenges and
leadership roles;

(ii) Record of past success and accomplishments in performing work of similar scope, size, and
complexity to that required for the proposed position;

(iii) Education, training, certifications, and licenses that support the suitability for the proposed
position; and

(iv) At least three references having direct knowledge of the qualifications of the proposed key
person.

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

(c) Letter of commitment. A letter of commitment shall be submitted for each individual proposed as a
key person. Each key person shall sign the letter stating that the information contained in the resume,
submitted as part of the proposal, is true and correct; and the individual will unconditionally accept
employment in the key position identified in the proposal beginning on the date the Notice to Proceed
(NTP) is issued for the 120-day Transition Period of the contract for a period of two years. The Letter of Commitment shall state as follows:

“I hereby certify that the resume submitted as part of the proposal is true and correct, and ________________ (insert name of individual proposed) will accept the proposed position of ______________ (insert name of proposed position) if ________________ (insert name of Offeror) receives the award and will perform in the proposed position for minimum of two years beginning on the date the Notice to Proceed (NTP) is issued for the 120-day Transition Period of the contract.”

Failure to submit a letter of commitment will adversely affect the Government's evaluation of the proposal.

(d) Oral presentation – key personnel, and oral interview – Program Manager.

(1) Oral presentation – key personnel.

DOE will conduct an oral presentation session with each Offeror’s proposed key personnel team. All of the Offeror’s proposed key personnel shall participate in the oral presentation. Each key person shall be physically present and actively participate during the oral presentation. No substitutions will be allowed to participate in lieu of the named, proposed key personnel. No other personnel representing the Offeror will be allowed to attend.

The key personnel, as a group, will be required to complete a problem-solving exercise. The problem-solving exercise will include a technical and/or managerial problem or challenge, representative of the activities to be performed under the contract. The exercise will allow the Offeror to demonstrate its key personnel’s leadership, teamwork, communications, and problem-solving capabilities both individually and as a team. The key personnel team will be allowed time to analyze the problem, prepare a response, and present its response. The same exercise will be given to all Offerors; the exercise will not be provided to Offerors in advance of the oral presentation. Offerors may not present any formal presentation prepared in advance.

(2) Oral interview – Program Manager.

DOE will conduct an oral interview with each Offeror’s proposed Program Manager for the purpose of determining this individual’s qualifications and suitability, including leadership capability for the proposed position.

A question and answer oral interview format will be used. Questions will not be provided to Offerors in advance. Offerors may not present any formal presentation prepared in advance. The interview will be conducted during a period of up to 60 minutes.

(3) Logistics.

(i) DOE will provide flip-charts and markers for the Offeror’s key personnel to use during the interview and oral presentation. All presentation materials used will be retained by DOE.

(ii) The Offeror shall not bring into the presentation room any presentation or reference material including the written proposal or electronic equipment, e.g., computers/laptops, cell phones, cameras, and video or audio recording equipment. The key personnel are prohibited from contacting anyone during the oral presentation.

(iii) DOE will make a recording of the interview and the oral presentation, including the
Offeror’s preparations for the oral presentation. After award, a copy of the video recording may be provided to the Offeror upon request.

(4) Schedule.

Each Offeror will be notified within 10 working days after the proposal submission deadline of the date, time, location, agenda, and other instructions related to its oral interview and oral presentation. The oral interviews and oral presentations will commence within approximately 30 to 40 working days after the proposal submission deadline. DOE reserves the right to conduct the oral interviews and oral presentations outside of this approximate timeline or to reschedule an Offeror’s interview and oral presentation. DOE will not consider a request from an Offeror to reschedule its oral interview and oral presentation, except under extenuating circumstances (e.g., personal illness or emergency).

(5) Oral presentation and interview agenda.

The following tentative agenda is anticipated to be used for the interview and oral presentation. The agenda shows the various segments of the interview and oral presentation, a brief description for each segment, and the time that will be allowed for each segment. DOE will strictly enforce the time limits. DOE will provide to each Offeror the final agenda when DOE notifies the Offeror of the scheduled date for its interview and oral presentation.

<table>
<thead>
<tr>
<th>Tentative Interview and Oral Presentation Agenda</th>
</tr>
</thead>
<tbody>
<tr>
<td>Segment</td>
</tr>
<tr>
<td>Government Introductions and Instructions</td>
</tr>
<tr>
<td>Offeror Introductions</td>
</tr>
<tr>
<td>Oral Presentation: DOE Provides Problem Statement to Offeror</td>
</tr>
<tr>
<td>Oral Presentation: Offeror Preparation of Response to Problem Statement</td>
</tr>
<tr>
<td>Break</td>
</tr>
<tr>
<td>Oral Presentation: Offeror Presentation of Response to DOE</td>
</tr>
<tr>
<td>Break</td>
</tr>
<tr>
<td>Oral Interview: DOE Interview of the Offeror’s Program Manager</td>
</tr>
</tbody>
</table>

(6) Limitations of oral interviews and oral presentation. The oral interviews and oral presentation will not-
(i) Constitute a part of the offer (Volume I of the proposal) or be incorporated into any contract resulting from this solicitation;

(ii) Constitute “negotiations” (or “discussions”) as defined in paragraph (d) of FAR 15.306, Exchanges with Offerors, after receipt of proposals or obligate the Government to conduct discussions; nor

(iii) Constitute a “proposal revision” as defined in FAR 15.001 or allow an Offeror to cure deficiencies or weaknesses in, or otherwise revise, the written portion of the proposal.

(e) Organization. Offerors shall include the following information in the Volume II—Technical and Management Proposal, related to the proposed organization:

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

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

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

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

(5) Offeror entity. If the Offeror is an LLC, joint venture or other similar entity, it shall describe how it will operate its multi-member and/or shared ownership. The Offeror’s multi-member and/or shared ownership shall include one entity with an ownership interest of at least 51%, and shall identify the name of that one entity. The Offeror shall further describe precisely who will employ the Offeror’s workforce, e.g., Offeror, parent, or team member companies, and how that workforce will be managed.

(6) Corporate Governance. The Offeror shall describe its corporate governance approach to provide oversight of the Offeror’s performance of the contract and help ensure successful performance of the contract. The Offeror shall describe how performance will be monitored and issues resolved, including visibility and communication with DOE. The Offeror shall describe how governance and resolution of issues will be handled when multi-member, shared ownership entities are
involved. The Offeror shall provide an organizational chart depicting the linkage(s) between the
Offeror and the parent organization(s).

(f) Workforce recruitment and retention. The Offeror shall describe its 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 contract. The proposal shall address the
following:

(1) The Offeror’s approaches to recruit, train, and maintain its workforce, including interim
fluctuations in workload. The Offeror shall discuss the impacts to productivity during transition
and throughout the contract period associated with any ramp-up or ramp-down of employment.

(2) The source of personnel – Offeror’s existing employees, subcontractors’ existing employees,
current incumbent employees, new hires, and/or other sources (corporate reach back).

L.14 DOE-L-2009 Proposal Preparation Instructions, Volume II – Experience
(Oct. 2015)

Factor 3: Experience (The Experience section shall be limited to the Attachment L-3, Past Performance
and Experience Reference Information Form, which is limited up to seven pages per contract, and the
completed Attachment L-11, Work Performance Matrix, which shall both be submitted under the Past
Performance Factor in Volume II).

Offerors shall include the following information in the Volume II - Technical and Management Proposal
(on the Attachment L-3, Past Performance and Experience Reference Information Form, and
Attachment L-11, Work Performance Matrix identified above) related to the Offeror’s experience:

(a) Offeror experience. The Offeror, to include all members of a teaming arrangement, as defined in
FAR 9.601(a), shall describe its recent and relevant experience in performing work similar in scope,
size, and complexity to the requirements of the PWS. Similar scope, size, and complexity are defined
as follows: scope – type of work (e.g., work as identified in the PWS); size – dollar value
(including total value and approximate average annual value) and contract period of performance; and
complexity-performance challenges (e.g. rigorous safety and quality assurance requirements,
providing support to a complex nuclear and regulatory environments, management and integration as
a prime contractor at a large Government site with multiple Government Contractors, management of
a multi-disciplined workforce that includes unions performing various aspects of a contract, volatile
Government priorities and technical requirements, budget fluctuations, and integration and
coordination with stakeholders).

(b) Critical subcontractor experience. In addition to the Offeror’s relevant experience, the Offeror shall
describe the recent, relevant experience of any proposed critical subcontractors that are proposed to
perform work under the contract. Critical subcontractors are defined in Section L.8 (a)(2).
The Offeror’s other subcontractor(s), not meeting the critical subcontractor definition, shall not
submit experience information and any submitted information will not be evaluated. The Offeror shall
describe the relevant experience on contracts that are most similar in scope, size, and complexity, as
defined above in paragraph (a), to that portion of the work that the critical subcontractor is proposed
to be performed under this solicitation.

(c) Newly formed entity and predecessor companies. If the Offeror is a newly formed entity with no
experience for its team members as defined in FAR 9.601(1), the Offeror shall provide relevant
experience for its parent organization(s). The Offeror, whether or not they are a newly formed entity,
may also provide relevant experience resulting from mergers or acquisitions and may also provide
relevant experience on predecessor companies.
(d) Work to be performed. The information provided for the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and/or critical subcontractors shall describe its relevancy to the proposed acquisition and to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the PWS, the work to be performed by each entity, and the experience of that entity performing such work. Each discrete contract provided must be attributed to a specific entity, or team member as defined in FAR 9.601(1). All information provided by the Offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each entity (Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and critical subcontractors) under the Offeror’s proposed approach. The Offeror shall complete the Work Performance Matrix (Attachment L-11) for the prime Offeror (to include all members of a teaming arrangement, as defined in FAR 9.601(1)) and each critical subcontractor with the percentage of work that each will perform in each PWS area. The Offeror shall also ensure the information provided is consistent with the Attachment L-3, Past Performance and Experience Reference Information Form.

(e) Contracts information. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall provide the relevant experience information as requested in this provision on up to three contracts per member, either currently being performed or completed by the Offeror/members, and up to three contracts, either currently being performed or completed for each proposed critical subcontractor. The Offeror’s Attachment L-3, Past Performance and Experience Reference Information Form, shall demonstrate that the Offeror, its team members, and its critical subcontractors, have performed similar work to that described in the PWS either currently and/or for contracts that were completed within the last three years from the original solicitation issuance date. The Offeror shall describe the extent of experience related to the PWS technical activities by completion of Attachment L-3, Past Performance and Experience Reference Information Form, indicating who on the Offeror’s team is proposed to perform each PWS area, and provide discrete information concerning the experience relatable to that entity’s (Offeror, critical subcontractor(s), and/or teaming members) proposed role. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and/or critical subcontractors, shall only provide contract relevant experience information for contracts that are currently being performed and/or for contracts that were completed within the last three years from the original solicitation issuance date.

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

(2) Sufficient information shall be provided to enable the Government to clearly identify the portion of work to be performed by each entity (Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and critical subcontractors) under the Offeror’s proposed approach.


Factor 4: Past Performance (The Past Performance section shall be limited to the Attachment L-3, Past Performance and Experience Reference Information Forms, which are limited up to seven pages per contract; the Attachment L-5, List of Contracts Terminated for Default or Convenience, the Attachment L-10, List of DOE Contracts, the completed Attachment L-11, Work Performance Matrix, and Past Performance Consent Statement(s), which have no page limits. Only one completed Attachment L-3, Past Performance and Experience Reference Information Form shall be submitted for each contract to support both the Experience and Past Performance factors. The completed L-3 forms, L-5, L-6, L-7, and Past
Performance Consent Statement(s) shall be organized under the Past Performance Factor in Volume II for proposal submission purposes.)

Offerors shall include the following information in the Volume II - Technical and Management Proposal, on the Attachment L-3, Past Performance and Experience Reference Information Form, Attachment L-5, List of Contracts Terminated for Default or Convenience, Attachment L-10, List of DOE Contracts and Attachment L-11, Work Performance Matrix, and Past Performance Consent Statement(s), identified above) related to the Offeror’s past performance:

(a) Offeror past performance. The Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), shall provide information on contracts that are most similar in terms of scope, size, and complexity to the solicited work that are currently being performed and/or for contracts that were completed within the last three years from the original solicitation issuance date. Similar scope, size, and complexity are defined as follows: scope – type of work (e.g., work as identified in the PWS); size – dollar value (including total value and approximate average annual value) and contract period of performance; and complexity – performance challenges (e.g., rigorous safety and quality assurance requirements, providing support to a complex nuclear and regulatory environment, management and integration as a prime contractor at a large Government site with multiple Government Contractors, management of a multi-disciplined workforce that includes unions performing various aspects of a contract, volatile Government priorities and technical requirements, budget fluctuations, and integration and coordination with stakeholders).

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

(c) Newly formed entity and predecessor companies. If the Offeror is a newly formed entity with no record of past performance for its team members as defined in FAR 9.601(1), the Offeror shall provide past performance information for its parent organization(s). The Offeror, whether or not they are a newly formed entity, may also provide past performance information on resulting from mergers or acquisitions and may also provide past performance information on predecessor companies.

(d) Work to be performed. The past performance information provided for the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and/or critical subcontractors, shall describe its relevancy to the proposed acquisition and to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the PWS, the work to be performed by each entity, and the past performance of that entity. Each discrete contract provided must be attributed to a specific entity, or team members as defined in FAR 9.601(1). All information provided by the Offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each entity (Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and critical subcontractors) under the Offeror’s proposed approach. The Offeror shall complete Attachment L-11, Work Performance Matrix for the prime Offeror (to include all members of a teaming arrangement, as defined in FAR 9.601(1)) and each critical subcontractor with the percentage of work that each will perform in each PWS area. The Offeror shall also ensure the information
provided is consistent with the Attachment L-3, Past Performance and Experience Reference Information Form.

(e) Contracts information. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall provide past performance information on up to three contracts per member, either currently being performed or completed by the Offeror/members, and up to three contracts, either currently being performed or completed for each proposed critical subcontractor(s). The Offeror shall only provide past performance information for contracts that are currently being performed and/or for contracts that were completed within the last three years from the original solicitation issuance date.

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

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

(f) Terminated contracts. The Offeror shall provide a listing in Attachment L-5, List of Contracts Terminated for Default or Convenience, of any contracts of the Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), and/or critical subcontractors that were terminated, including the reasons therefore, within the past three years from the original solicitation issuance date. This listing of terminated contracts is not limited to only those contracts contained in the Attachment L-3, Past Performance and Experience Reference Information Forms. If there are no terminated contracts to report, Attachment L-5, List of Contracts Terminated for Default or Convenience, shall be submitted with a blank table, along with a note indicating that there are no terminated contracts within the time period specified in the solicitation.

(g) Past Performance Questionnaire. The Offeror shall provide the Past Performance Questionnaire contained in Attachment L-4 to the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office for completion for those contracts for which no contractor performance data is available in the Past Performance Information Retrieval System (PPIRS). The Offeror shall request that clients return the Past Performance Questionnaire directly to DOE by mail or electronic means to the address identified below no later than two weeks prior to the date for receipt of proposals.

(1) DOE address and contact information.

U S. Department of Energy
Attention: Lori Sehlhorst, Contracting Officer, EMCBC
Address: 250 E. 5th Street, Suite 500
City/State/Zip: Cincinnati, OH 45202
SOLICITATION NO. 89303318REM000007

E-mail: lori.sehlhorst@emcbe.doe.gov
Phone: (513) 744-0989

(2) Envelopes shall be marked as follows:

TO BE OPENED BY ADDRESSEE ONLY
RFP No. 89303318REM000007

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

(h) Sources of past performance information/close at hand information. The Government may contact
any or all of the references provided in the Past Performance and Experience Reference Information
Form. The Government may also obtain past performance information from sources other than those
provided by the Offeror. This may include, but not be limited to, commercial and Government clients,
Government records, regulatory agencies, and Government databases such as the Government’s Past
Performance Information Retrieval System (PPIRS). The Government may also consider “close at
hand information” (i.e., information relating to the same or similar services with the same procuring
activity, or information personally known to the evaluators). The Government will only consider
information for work determined to be at least somewhat relevant to the acquisition in terms of
similar scope, size, and complexity, as defined above in paragraph (a), and within the timeframe
specified, as defined above in paragraph (e).

(i) List of DOE contracts. The Offeror, to include all members of a teaming arrangement, as defined in
FAR 9.601(1), shall provide a listing on Attachment L-10, List of DOE Contracts, of all DOE prime
contracts (including National Nuclear Security Administration) currently being performed and/or for
contracts that were completed within the last three years from the original solicitation issuance date.
This includes contracts for which the Offeror or critical subcontractor was a member organization in a
joint venture, LLC, or other similar entity as a prime contractor to DOE.

(j) Past Performance Consent Statement. As past performance information is proprietary source selection
information, by default, the Government can only discuss past performance information directly with
the prospective prime contractor, team member or subcontractor that is being reviewed. If there is a
problem with a proposed subcontractor’s or team member’s past performance, the prime can be
notified of a problem, but no details will be discussed without the team member’s/subcontractor’s
permission. Therefore, the Government is requesting the following consent statement be completed,
as applicable, by all proposed members of a teaming arrangement as defined in FAR 9.601(1), and all
critical subcontractors, by checking the appropriate “provide consent” or “do not provide consent”
box, as well as providing all other requested information.

Dear (Contracting Officer),

We are currently participating as a [teaming member/critical subcontractor] with [name of Offeror
providing proposal] in responding to the Department of Energy, RFP DE-SOL-0009072 for the
Hanford Mission Essential Services Contract.

In order to facilitate the performance confidence assessment process we hereby [ ] provide consent
[] do not provide consent to allow you to discuss our past and present performance information with
the [name of Offeror providing proposal] during the source selection process.
L.16 Proposal Preparation Instructions, Volume III—Cost and Fee Proposal

General – Offerors shall provide proposed cost and fee by providing a completed Section B. The Offeror shall submit a completed Section B in Volume I – Offer and Other Documents, by completing the fill-ins located in Section B, Supplies or Services and Prices/Costs, Tables B-2, Contract Cost and Fee; B-3, Total Contract Cost and Fee by Period of Performance; B-4a, Total Base Period of Performance Contract Cost and Fee by Fiscal Year; B-4b, Total Option 1 Contract Cost and Fee by Fiscal Year; and B-4c, Total Option 2 Contract Cost and Fee by Fiscal Year, in accordance with Attachment L-6 entitled, Cost Proposal Worksheets, and the instructions in this provision.

In accordance with FAR 15.403-1 entitled, Prohibition on Obtaining Certified Cost or Pricing Data, certified cost or pricing data are not required of Offerors responding to this solicitation; however, in accordance with FAR 15.403-3 entitled, Requiring Data Other Than Certified Cost or Pricing Data, Offerors shall provide data other than certified cost or pricing data, in support its proposed cost and fee in the format specified in the instructions in paragraphs L.16 (a) through (q) below.

It is the responsibility of the Offeror to submit documentation and explanations sufficient enough to allow the Source Evaluation Board (SEB) to perform cost realism/reasonableness, price reasonableness and to ensure the Offeror has a clear understanding of the solicitation requirements.

Instructions: Cost and Fee Proposal

The Offeror shall prepare its cost proposal in accordance with the following instructions in sub-paragraphs L.16 (a) through (q) below:

(a) All cost and fee 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 solicitation.

(b) All pages in the Volume III Cost and Fee Proposal including forms, tables, and exhibits shall be numbered and identified in a volume table of contents. The cost proposal shall be sufficiently complete so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on the cost proposal.

(c) Offeror shall utilize the binding assumptions (e.g., volume and scope assumptions along with collective bargaining agreements and Government Furnished Costs [GFC]) included within Attachment L-8, Cost Assumptions Table, when preparing its cost proposal.
For proposal preparation purposes, Offerors shall assume a 120 day Contract Transition Period, with a Transition start date of January 26, 2019. Offerors shall assume full responsibility for the performance of the contract requirements on May 26, 2019. Proposed costs shall be on a Government Fiscal Year (GFY) basis. The Transition Period shall include the proposed costs for fiscal year (FY) 2019 from January 30, 2019 through May 31, 2019. The period of performance including all options extends through May 31, 2029. The Offeror shall propose costs for each contract period of performance by GFY and, in total, corresponding to the costs for performing the PWS.

(e) Proposed Cost and Fee. The Offeror shall provide the proposed cost and fee amounts, if applicable, in Section B, Table B-2, Contract Cost and Fee, located in Attachment L-6, consistent with the Volume III proposal and in accordance with the following notes:

1. CLIN 0001 – Contract Transition: The Offeror shall propose its technical approach and related costs for the performance of the PWS. The transition period is a non-fee bearing activity.

2. CLINs 0002, 1002, 2002 – Hanford Site Benefit Plans: These CLINs cover the costs associated with the Sponsorship, Management and Administration of Contractor Employee Pension and Other Benefit Plans as defined in Section C.2. Direct labor costs related to performing the Management and Administration functions are to be charged to the Business Administration scope under the Infrastructure and Site Services CLINS (under Note 4 below). The Hanford Site Benefit Plan activity is a non-fee bearing activity. The solicitation provides the project cost for each GFY identified in the Attachment L-7, Government Furnished Cost tab.

3. CLINs 0003, 1003, 2003 – Legacy Benefit Plans: These CLINs cover the costs associated with the Sponsorship, Management and Administration of Legacy Benefit Plans: Pension and Post-Retirement Benefit Plans, and Workers’ Compensation, as defined in Section C.3. Direct labor costs related to performing the Management and Administration functions are to be charged to the Business Administration scope under the Infrastructure and Site Services CLINS (under Note 4 below). The Legacy Benefit Plan activity is a non-fee bearing activity. The solicitation provides the project cost for each GFY identified in the Attachment L-7, Government Furnished Cost tab.

4. CLINs 0004, 1004, and 2004 – Infrastructure and Site Services: These CLINs cover the costs and fee associated with the work scope defined in Section C.4. A portion of the C.4 work scope includes Usage Based Services (UBS). In order to facilitate and streamline proposal preparation, placing cost and fee within the applicable charging activities, the Offeror shall propose all costs for the entire scope of work contained within the PWS, Section C.4. Once the proposed costs are computed, the Offeror shall use the allocation percentages, as indicated in the allocation worksheet in Attachment L-6, Allocation Spreadsheet, tab as well as the additional information in i, ii, and iii below to compute the cost and fee for completion of Section B.

An electronic copy of Section B, Table B-2 is located in the Table B-2 tab for use in the Offerors proposal. Detailed instructions for filling out the allocation spreadsheet and electronic B-2 table are included in this provision in (h), Cost Worksheet Instructions.

i. Direct/RTS – The Offeror shall not propose an award fee exceeding 6.5 percent.
ii. Self-Consumed – The Offeror shall not propose an award fee exceeding 6.5 percent.

iii. OHC UBS – The costs and fee will be transferred to CLINs 0006, 1006, and 2006 and the Offeror shall not propose an award fee exceeding 5 percent (see item 6 below).

(5) CLINs 0005, 1005, 2005 – DOE Small Business Procurement Pre-Award Support: These CLINs cover the costs and fee associated with identifying meaningful work to be awarded to small businesses as prime contracts to DOE, including a Small Business prime Contract Acquisition Plan as defined in Section C.5. The Offeror shall not propose an award fee that exceeds 6.5 percent of the estimated CLIN cost.

(6) CLINs 0006, 1006, 2006 – UBS to Be Provided to OHCs: These CLINs cover the OHC requested UBS to be provided by the Contractor via a Service Level Agreement type of arrangement and may include mandatory and optional services in accordance with the Section J, Attachment J-3a or J-3b, and in accordance with Section C. The proposed cost for these services shall be estimated under CLINs 0004, 1004, and 2004 and must be deducted according to the allocation percentages provided in the Attachment L-6, Allocation Spreadsheet, tab, and added to CLINs 0006, 1006, 2006. The Offeror shall not propose an award fee that exceeds 5 percent of the estimated CLIN cost (Offerors shall follow the additional instructions found in (h) Cost Worksheet Instructions, below for proposing under these CLINs).

(7) CLINs 0007, 1007 and 2007 – Infrastructure Reliability Projects: Under the IDIQ CLINs, the Government may issue task orders under the contract type(s) the Government determines appropriate, including Fixed-Price (FP) or Time and Materials (T&M), depending on the nature of the requirement for the delivery of work. The amounts shown in Table B-2 for the IDIQ CLINs are collectively consistent with the IDIQ maximum value of $385 million. The solicitation provides the project cost for each GFY identified in the Attachment L-7, Government Furnished Cost, tab.

(8) CLINs 0008, 1008 and 2008 – DOE Small Business Procurement Post-Award Support and Additional Assignments in accordance with PWS: Under the IDIQ CLINs, the Government may issue task orders under the contract type(s) the Government determines appropriate, including FP or T&M, depending on the nature of the requirement for the delivery of work. The amounts shown in Table B-2 for the IDIQ CLINs are collectively consistent with the IDIQ maximum value of $15 million. The solicitation provides the project cost for each GFY identified in the Attachment L-7, Government Furnished Cost, tab.

(f) Basis of Estimate (BOE) – The Offeror, including each team member and Critical Subcontractors (as defined in Section L.8(a)(2)), shall provide Volume III narrative support sufficient to explain the development of costs/prices proposed; the rationale and basis for the data provided; and the basis for the reasonableness of the proposed costs/prices. The Offeror shall provide a BOE thoroughly documenting all estimates consistent with the Offeror’s Technical and Management Proposal. Attachment L-6 is provided at the same level for all PWS requirements for estimating consistencies. The Offeror shall complete the work requirements and provide its BOE at the lowest proposal WBS as indicated in Attachment L-6. The Proposal WBSs at lower levels than the PWS shall roll up at the higher level with the same proposed cost and fee due to no additional work scope. The detailed BOE narrative description shall provide the Offeror’s documentation of the following information at a minimum:
(1) Detailed description of proposed technical approach to allow a complete understanding of how the Offeror plans to complete the PWS in its entirety, as well as how the resources were estimated in order to implement the technical approach. If resources proposed significantly differ on a year over year basis, the Offeror shall explain why such a variance is occurring;

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

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

(4) Description of how the labor category and manual and non-manual labor hours, including any productivity factors, were determined;

(5) Names and work scope associated with all subcontractors and Critical Subcontractor costs (Offeror shall provide an explanation as to how the costs were developed); and

(6) Any other related information that provides clarity and understanding of the Offeror’s BOE.

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

The BOE shall be a standalone document within Volume III, separate from the estimate calculations. The applicable PWS title should be included at the top of every page of its respective BOE.

(g) Offeror Proposed Cost – Offerors shall complete Section L, Attachment L-6, Cost Proposal Worksheets, and Attachment L-7, Consolidated Direct Cost Schedules, to the level of detail indicated in the attachments as well as related instructions within this provision under paragraph (h), Cost Worksheet Instructions.

(1) Offeror (e.g., Joint Venture/Teaming Partners) and Critical Subcontractors: The Offeror’s cost proposal shall identify the scope and proposed costs for the Offeror and Critical Subcontractors over the total contract period of performance, including option periods. All entities as defined in this paragraph are required to provide fully supported cost proposal detail as required in Section L.16 (f) through (q). This detail shall be fully reconcilable to the Offeror’s proposed costs and shall be consistent with the Offeror’s technical proposal. It is acceptable for the entities, as defined in this paragraph, to submit sealed envelopes in addition to the password protected files that are uploaded by the prime Offeror in FedConnect with proprietary data containing a separate set of cost worksheets, Attachments L-6 and L-7, and other data as required in Section L.16 (f) through (q) with its proposal by the proposal due date.

(2) If the Offeror proposes quantities and assumptions other than the provided quantities and associated assumptions in Attachment L-8, the Offeror shall provide the rationale and BOE for its proposed quantities.

(3) The Cost and Fee Proposal must be mathematically correct with full traceability and consistency between Attachments L-6 and L-7, BOEs, and Technical Proposal.
(4) Government Furnished Costs – GFCs are provided for various PWS elements included in CLINs 0002, 1002, 2002, 0003, 1003, 2003, 0007, 1007, 2007, 0008, 1008, and 2008. The Offeror shall use the provided GFCs. The GFCs are located in the Attachment L-7, Government Furnished Cost, tab and have also been populated into the appropriate worksheets in Attachments L-6 and L-7.

(5) Cost Elements – The Offeror’s cost proposal shall be provided in Attachment L-6 by major cost elements in accordance with FAR Table 15-2: labor costs (including labor categories, labor hours, and labor rate for each labor category type), fringe benefits, materials/supplies, equipment, subcontract, critical subcontractors, use tax, other direct costs, escalation, and Business and Occupation (B&O) tax. For completion of Attachment L-6, the Offeror must use the DOE provided list of resource codes in Attachment L-8.

(6) Labor – The Offeror shall utilize the DOE Minimum Average Base Rates located in the Labor Rates Tables entitled, Exempt Labor Rates, Non-Exempt Labor Rates, HAMTC Labor Rates, and Guard Labor Rates, in Attachment L-7 for proposal preparation. The DOE provided labor rates in Attachment L-7 reflect actual labor rates for the identified labor categories, escalated to GFY 2019 dollars. The DOE provided labor rates do not include fringe benefits.

The Offeror has the ability to propose its own labor rates, consistent with the terms and conditions of the solicitation, applicable law, including the Wage Rate Requirements per the Hanford Atomic Metal Trades Council (HAMTC), Hanford Site Stabilization Agreement (HSSA), HGU, and Service Contract Labor Standards, as applicable. However, the proposed labor rates for labor categories not identified. All proposed labor rates shall be provided in FY 2019 dollars.

For proposal preparation purposes, a FTE is defined as 1,800 hours/year. The 1,800 hours/year is based on 2,080 annual hours less 280 hours for vacation, sick, and holiday. Additionally, the Offeror shall not assume any overtime is available.

(7) Fringe Benefits – The Offeror shall use a minimum fringe benefit percentage of 32.7 percent for all current labor positions currently employed by the site. The DOE provided fringe benefits include Paid Time Off (PTO) and payroll taxes. PTO consists of vacation, sick, holiday, and site specific paid absences, more specifically 80 hours of holiday site closure pay, site specific paid absences (jury duty, family death, weather closures/releases, etc.), and the annual raise effect on the inherited absence liability pool. The PTO rate is in accordance with the HSSA, HGU, and HAMTC agreements and the proposed non-represented paid sick and vacation compensation packages. Payroll taxes consist of employer’s portion of Federal Insurance Contribution Act (FICA), Medicare Payroll Tax, Federal Unemployment Tax Act (FUTA), and State Unemployment Tax Act (SUTA).

Other fringe benefits including the Hanford Site Pension Plan, Hanford Site Savings Plan, and Hanford Employee Welfare Trust medical benefits are GFCs. GFCs for these fringe benefits are provided in CLINs 0002, 1002, and 2002.

(8) Subcontracts – For all proposed subcontractors, the Offeror must submit the information to the level of detail indicated in Attachments L-6 and L-7, as well as related instructions within this provision.
(9) Other Direct Costs. Any item not covered elsewhere, and included in the cost/price proposal as a direct cost, must be documented and justified by providing a breakout of costs and the BOEs (e.g., the number of hours/quantities and the hourly/unit charge). The Offeror shall propose any relocation costs in the Transition PWS C.1 only.

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

i. Use Tax: 8.6 percent shall be applied only to materials/supplies and taxable purchase orders and contracts.

ii. B&O Tax: .471% shall be applied to the total burdened costs.

(11) Escalation – The Offeror shall utilize an annual escalation factor of 2.3 percent, compounded for each FY for all proposed costs.

(12) Other Support – The Offeror shall not propose costs for corporate home office support. Corporate home office is defined as office responsible for directing or managing two or more but not necessarily all segments of an organization. Offerors may submit request for fair and reasonable recovery of allowable and allocable costs related to any parent organization support approved by DOE in accordance with Section H clause entitled, Parent Organization Support.

(h) Cost Worksheet Instructions –

(1) L-6 Cost Proposal Worksheets –

i. The Offeror shall provide cost and fee by CLIN, PWS, and Proposal WBS for activities in Section L, Attachment L-6, Cost Proposal Worksheets.

ii. The Offeror shall fill out each Cost by Element tab within the L-6 Attachment.

iii. Each PWS shall roll cumulatively to the higher tiered PWS level.

iv. The Offeror shall not provide its own Proposal WBS/PWS structure (including adding to or aggregating Proposal WBS/PWS elements) for this solicitation unless otherwise instructed within the solicitation.

v. The Offeror shall complete the Allocation Spreadsheet under the following specifications:

- The Offeror shall fill in the Total Proposed Cost without Fee columns for each Proposal WBS by Base Period, Option 1 Period, and Option 2 Period and apply the Allocation Percentages, as shown in the worksheet, to calculate the Direct/RTS, Self-Consumed, and OHC UBS costs.

- The Total Cost for Direct/RTS and Self-Consumed costs shall be inserted in CLIN 0004, 1004, and 2004, Infrastructure and Site Services, in the Table B-2 tab for the respective periods.

- The Total Cost for OHC UBS shall be inserted in CLIN 0006, 1006, and 2006, UBS to Be Provided to OHCs, in the Table B-2 tab for the respective periods.
• The Total Cost for OHC UBS shall be inserted as a negative value in UBS Reimbursement from OHCs (offset CLIN 0006), in the Table B-2 tab for the respective periods (this is a negative number to offset the cost in CLINs 0006, 1006, and 2006 UBS to Be Provided to OHCs).

vi. The Offeror shall complete Table B-2, Contract Cost and Fee, under the following specifications:

• CLINs are split into respective periods of performance, marked in the table by the thick blue lines.

• Total Base Period, Total Option Period 1, and Total Option Period 2 are the total sums of the Estimated Cost and Fee for their respective periods of performance.

• Estimated Cost for CLINs (0004, 1004, 2004) are the total sums of the Allocation of Total Proposed Cost Without Fee, for Direct/RTS (CLIN 4) and Self-Consumed (CLIN 4), for their respective periods of performance within the Allocation Spreadsheet.

• Estimated Cost for CLINs (0006, 1006, 2006) is the total of the Allocation of Total Proposed Cost Without Fee for OHC/UBS (CLIN 6), for their respective periods of performance, within the Allocation Spreadsheet; UBS Reimbursement from OHCs is the total Estimated Cost for CLINs (0006, 1006, and 2006) UBS to Be Provided to OHCs, for the respective periods of performance, and shall be entered as a negative value.

(2) L-7 Consolidated Direct Cost Schedules

i. The Offeror shall provide total cost by PWS by Resource Code in Section L, Attachment L-7, Consolidated Direct Cost Schedules.

ii. The Offeror shall fill out Attachment L-7, Consolidated Direct Cost Schedules, by PWS in accordance with the following tabs: Labor, Materials/Supplies, Equipment, Subcontractors, Critical Subcontractors, Other Direct Cost, Use Tax, Government Furnished Cost.

iii. Labor resource codes, descriptions, and rates are provided in the following Labor Rates tabs: Exempt Labor Rates, Non-Exempt Lab Rates, HAMTC Labor Rates, and Guard Labor Rates.

iv. Each PWS shall roll cumulatively to the higher tiered PWS level.

v. The costs will be totaled by PWS, which will be used to supply the L-6 Attachment table.

The Offeror shall complete the Estimating Flat File under the following specifications and instructions:

• The Control Position column requires a unique identifier for data evaluation.
The Control Position shall start with 1 and continue in sequential order for all lines of data and must never repeat.
The CLIN Crosswalk section in the table contains numbers and descriptions that are Government provided, and the Offeror is not allowed to add or subtract in this section (see Attachment J-17 for complete listings).

- Period of Performance – Offeror must assign a Period of Performance (Transition, Base Period, Option Period 1, or Option Period 2) to each entry. Only one Period of Performance can be used for an entry.

The PWS Crosswalk section in the table contains numbers and descriptions that are Government provided, and the Offeror is not allowed to add or subtract in this section (see Attachment J-17 for complete listings).

The Proposal WBS section in the table contains numbers and descriptions that are Government provided, and the Offeror is not allowed to add or subtract in this section (see Attachment J-17 for complete listings).

- Offeror must assign a Proposal WBS Number and its associated Proposal WBS Description for each entry.

The Offeror's Estimating Data section contains the Offerors data and must be filled out according to each column title as follows:

- Activity ID and Activity ID Description columns – Offeror shall provide at task level.

- Subcontract Classification column – Offeror shall provide classification of contractor performing the work, (Critical Subcontractor or Subcontractor). Only one Classification can be used for each entry.

- Subcontract Category column – Offeror shall provide category of contractor performing work, in accordance with Attachment L-12, Table 1. Only one Category can be used for an entry.

- Company column – Offeror shall provide the Company Name of contractor performing the work.

- Resource Type column – Offeror shall provide the Resource Type (Labor, Materials/Supplies, Subcontracts, Other). Only one Category can be used for each entry.


- Item Description Column – Offeror must provide the Item Description (if applicable) for the resource type represented on that line.

- Cost Element column – Offeror must provide the cost elements according to the following legend:

  0 – Labor  
  1 – Materials/Supplies  
  2 – Equipment
1. 3 – Subcontracts
2. 4 – Other Direct Cost
3. 5 – Use Tax
4. 6 – Government Furnished Cost

   – Unit of Measure column – Offeror must provide the unit of measure for the respective resource.

   – Minimum Direct Labor Rate (Constant FY 19 $s) column – Offeror shall provide the unit rate for the respective labor resource.

• FY 19 Data, FY 20 Data, and so on through FY 29 Data sections contain the Offeror’s data and must be filled out according to each column title as follows:

   – FY Quantity

   – FY Labor Hours Unit Rate

   – FY Total Labor Hours

   – FY Labor Cost

   – FY Materials/Supplies Unit Rate

   – FY Materials/Supplies Cost

   – FY Equipment Unit Rate

   – FY Equipment Cost

   – FY Other Direct Cost Unit Rate

   – FY Other Direct Cost

   – FY Subcontract Unit Rate

   – FY Subcontract Cost

   – FY Use Tax Unit Rate

   – FY Use Tax Cost

   – FY Government Furnished Cost Unit Rate

   – FY Government Furnished Cost

   – Total FY Direct Cost

• Worksheet should contain no blank cells.

• Total Direct Cost values at the end of the file shall reconcile to the values in the associated cost element line item in the respective Attachment L-6 Cost Worksheets.

(i) Historical Reference (HREF) – HREF consists of representative historical data for FY 16. HREF includes a scope description for the historical costs. The historical costs reflect the Hanford Site
funding levels for FY16 and are not representative of future funding levels or the Tri-Party Agreement consent orders, consent decrees, and settlement agreements between the DOE and federal and state regulatory agencies for the Hanford Site.

With exception to PWS C.4.3, Safeguards and Security, HREF is included in this solicitation as reference material and is posted to the EMCBC HMESC Acquisition website’s Documents Library for use by the Offerors. PWS C.4.3, inclusive of lower levels, is OUO.

In order to access PWS C.4.3 Safeguards and Security HREF documents, the interested party must submit a completed Non-Disclosure for Access to Department of Energy HMESC Solicitation form and be authorized by the CO. The completed Non-Disclosure for Access to Department of Energy HMESC Solicitation form will be reviewed by DOE, and a determination will be made whether to release the data to the interested party. An explanation will be given to the interested party if the request is denied. The Non-Disclosure for Access to Department of Energy HMESC Solicitation form shall be completed in its entirety and signed by an appropriate officer of the organization with authority to legally commit and bind the organization. The form can be downloaded from the EMCBC HMESC Acquisition website’s Request Controlled Unclassified Information tab.

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

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

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

(m) The Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address and telephone number of the cognizant ACO and the cognizant Defense Contract Audit Agency office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost Proposal. If the Offeror is a joint venture, this data must be provided for each entity.

(n) Accounting System. If the Offeror decides to propose a new accounting system, the Offeror shall submit a narrative with an explanation of how both direct and indirect costs will be recorded and tracked in the proposed accounting system. If the Offeror’s proposed accounting system will allocate costs through the use of an indirect costing rate, the indirect rate and an explanation is required to describe costs to be included in each of the indirect cost pools, as well as a description of each allocation base. Additionally, the Offeror shall describe its accounting system and the adequacy of that system for reporting costs against government cost-type contracts. The Offeror shall identify the cognizant government audit agency or any other government agency that has formally approved the accounting system, if applicable. This data must also be provided for each member of the joint venture partners. The Government may use this information in making determinations of Offeror responsibility.
Offeror’s Proposed Accounting System Information – The Offeror (including joint ventures) shall provide one or more of the following:

(1) Copy of the government approval/determination stating the proposed accounting system is adequate for the identification, accumulation and recording of cost under Government reimbursable type contracts/subcontracts if the approval/determination was issued within the last three years. Also, provide a copy of the most recent accounting system audit report on the proposed accounting system if performed within the last five years and fully describe and explain any material changes made to the proposed accounting system since the time it was reviewed, audited or approved.

(2) 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.

(3) 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 “Offeror’s Proposed Accounting System Information”, incorporated into this solicitation as Attachment L-9.

(o) Responsibility Determination and Financial Capability. FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the contract or the ability to obtain them in order to be determined responsible. It is the Offeror’s responsibility to demonstrate its financial capability to complete this contract. Information provided by the Offeror shall include, but is not limited to, the following:

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

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

(3) Any available lines of credit.

(4) State what percentage of the Offeror’s estimated total business a contract awarded to the Offeror as a result of this solicitation will represent during the period of performance of such contract; and

(5) Describe the impact of this contract on the Offeror’s organization and any contingency, limitation, and conditions affecting the availability of financing for this contract.

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

(p) The Offeror and/or Joint Venture Partners are covered by Cost Accounting Standards; the entities shall provide the Disclosure Statement and a statement stating the current Disclosure Statement has been or has not been reviewed by the cognizant audit agency and if the Disclosure Statement has been approved. Additionally, the Offeror shall identify the cognizant government audit agency or any other
government agency that has formally approved the Disclosure Statement. The Offeror shall also identify whether the cognizant government audit agency has issued any audit reports on the compliance with the Cost Accounting Standards requirements and its disclosure statement, as well as, the results of the audit(s).

If any item contained within the solicitation requires the Offeror to modify its current disclosed Practices, the Offeror shall provide the areas in which a change will be required and the suggested document and word changes.

(q) The Offeror shall not propose any Government Furnished Property (GFP) for use during the performance of this Contract that is in addition to the list of GFP provided in Section J, Attachment J-11 entitled, Government Furnished Services, Information and Property.

L.17  DOE-L-2014 Date, Time, and Place Offers are Due (Oct. 2015)

All Offers required by this solicitation are due no later than [TBD]. Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

L.18  DOE-L-2016 Number of Awards (Oct. 2015)

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

L.19  DOE Contacts Regarding Future Employment

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

L.20  DOE-L-2020 Small Business Set-Aside Information (Unrestricted)

This acquisition is unrestricted and contains no small business set-aside provisions.

L.21  DOE-L-2026 Service of Protest (Oct. 2015)

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

Lori Sehlhorst, Contracting Officer
EMCBC
U.S. Department of Energy
250 E. 5th Street, Suite 500, Cincinnati, OH 45202

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

(c) Another copy of a protest filed with the GAO shall be furnished to the following address within the time periods described in paragraph (b) of this provision:
L.22 DOE-L-2027 Notice of Protest File Availability (Oct. 2015)

(a) If a protest of this procurement is filed with the GAO in accordance with 4 CFR part 21, any actual or prospective Offeror may request DOE to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1605 of Public Law 103-355. Such request must be in writing and addressed to the CO for this procurement.

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


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

L.24 FAR 52.225-10, Notice of Buy American Requirement — Construction Materials (May 2014)

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

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

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.
(2) If evaluation results in a tie between an Offeror that requested the substitution of foreign  
construction material based on unreasonable cost and an Offeror that did not request an  
exception, the CO will award to the Offeror that did not request an exception based on  
unreasonable cost.

(d) Alternate offers.

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

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

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

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

   (ii) May be accepted if revised during negotiations.

L.25 FAR 52.225-12, Notice of Buy American Requirement – Construction  
Materials Under Trade Agreements (May 2014)

(a) Definitions. “COTS item,” “construction material,” “designated country construction material,”  
“domestic construction material,” and “foreign construction material,” as used in this provision, are  
deefined in the clause of this solicitation entitled, Buy American Construction Materials Under  
Trade Agreements FAR clause 52.225-11).

(b) Requests for determination of inapplicability. An Offeror requesting a determination regarding the  
inapplicability of the Buy American statute should submit the request to the CO in time to allow a  
determination before submission of offers. The Offeror shall include the information and applicable  
supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 entitled, Buy American  
Construction Materials Under Trade Agreements in the request. If an Offeror has not requested a  
determination regarding the inapplicability of the Buy American statute before submitting its offer,  
or has not received a response to a previous request, the Offeror shall include the information and  
supporting data in the offer.

(c) Evaluation of offers.

   (1) The Government will evaluate an offer requesting exception to the requirements of the Buy  
American statute, based on claimed unreasonable cost of domestic construction materials, by  
adding to the offered price the appropriate percentage of the cost of such foreign construction  
material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11 entitled, Buy American  
Construction Materials Under Trade Agreements.
(2) If evaluation results in a tie between an Offeror that requested the substitution of foreign construction material based on unreasonable cost and an Offeror that did not request an exception, the CO will award to the Offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11 entitled, *Buy American Construction Materials Under Trade Agreements*, the Offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the Offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 entitled, *Buy American Construction Materials Under Trade Agreements*, for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 entitled, *Buy American Construction Materials Under Trade Agreements*, does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the Offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested:

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

(ii) May be accepted if revised during negotiations.

L.26 List of Section L Attachments

Attachment L-1   Performance Guarantee Agreement
Attachment L-2   Key Personnel Standard Resume Format
Attachment L-3   Past Performance and Experience Reference Information Form
Attachment L-4   Past Performance Cover Letter and Questionnaire
Attachment L-5   List of Contracts Terminated for Default or Convenience
Attachment L-6   Cost Proposal Worksheets
Attachment L-7   Consolidated Direct Cost Schedules
Attachment L-8   Cost Assumptions
Attachment L-9   Offeror’s Proposed Accounting System Information
Attachment L-10  List of DOE Contracts
Attachment L-11  Work Performance Matrix
Attachment L-12  Small Business Subcontracting Tables
Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE-__________________ for the (Contract) dated ________________, by and between the Government and ____________________(Contractor), the undersigned, ______________ (Guarantor), a corporation incorporated in the State of _________________ with its principal place of business _________________ hereby unconditionally guarantees to the Government:

(a) The full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the contract; and

(b) The full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and

(c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

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

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

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

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

(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, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor’s Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

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

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

____________________________________________________

Date

____________________________________________________

Name of Corporation

____________________________________________________

Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

____________________________________________________

Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal
Attachment L-2

Key Personnel Standard Resume Format

(Resume must not exceed four (4) pages in length for each key personnel)

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

Name of Key Person:
Name of Offeror:
Proposed Position with Offeror:
Availability Date and Period of Commitment: (Insert [month/date/year] for availability date; period of commitment shall be reflected from date of contract award forward).
Name of Company with whom key person will be Employed:
Level of Security Clearance (or ability to obtain necessary clearance):
Country of Citizenship:
Duties and Responsibilities in Proposed Position:
Relevant Experience: (Starting with current position and working backwards: Identify name and address of employer, contract title, dates of employment, position titles, specified duties and responsibilities, and name, title and phone number of supervisor. Address specific information on the qualifications, experience, and demonstrated performance relevant to the proposed position, including individual leadership and technical expertise qualities. Identify specific examples of demonstrated leadership as opposed to just leadership positions held. Describe how work experience relates to the HMESC issues and capability to function effectively in the proposed team position.)
Education: (Provide degree(s) earned, discipline(s), year(s) degree(s) attained, and institution(s); if degree is incomplete, identify the number of hours earned towards degree).

Professional Affiliations, Registrations, Certifications, and Licenses
Publications, Awards, Honors, and Professional Recognition: (Please list, but do not attach copies)
Professional Development: (Attach a list of all special/job related training. This is excluded from the page limitation specified in Section L.)

Three References
(Name, title, company/organization, address, phone number, and e-mail address [current and at least two (2) previous employers or positions.])
Letter of Commitment: (A signed letter of commitment should be attached to each resume - use the letter of commitment format specified in Section L.13(c). Page limits for resumes do not include letters of commitment.)
Attachment L-3

Past Performance and Experience Reference Information Form

(Completed Form limited to seven pages per reference contract for boxes #1-21, and up to two additional pages for Box #22. If the reference contract is/was a subcontract to a prime contract, the information contained within this L-3 form shall only pertain to the subcontract information.)

<table>
<thead>
<tr>
<th>Past Performance and Experience Reference Information Form</th>
</tr>
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<tbody>
<tr>
<td><strong>1. Name and DUNS # of Offeror Submitting Proposal:</strong></td>
</tr>
<tr>
<td><strong>2. Name and DUNS # of Company for which L-3 Form is being submitted:</strong></td>
</tr>
<tr>
<td><strong>3. Name of Reference Contract Client (e.g., Government Agency or Prime Contractor):</strong></td>
</tr>
<tr>
<td><strong>4. Name and DUNS # of Entity Reference Contract Was Awarded To:</strong></td>
</tr>
<tr>
<td><strong>5. Reference Contract Number:</strong> Reference Contract Title:</td>
</tr>
<tr>
<td><strong>6. Reference Contract Available in PPIRS (i.e., Yes/No):</strong></td>
</tr>
<tr>
<td><strong>7. Reference Contract Client Point of Contact:</strong> Name: Title: Telephone: Email: Address:</td>
</tr>
<tr>
<td><strong>8. Reference Contract Period of Performance:</strong></td>
</tr>
<tr>
<td><strong>9. Reference Contract Start Date:</strong></td>
</tr>
<tr>
<td><strong>10. Reference Contract Completion/Termination Date:</strong></td>
</tr>
<tr>
<td><strong>11. Reference Contract Type (e.g., FP, T&amp;M, CPFF, CPIF, CPAF, etc.):</strong></td>
</tr>
<tr>
<td><strong>12. Reference Contract Total Value and Approximate Average Annual Value (separately list fee if cost-type):</strong></td>
</tr>
<tr>
<td><strong>13. Reference Contract Value Performed To Date (Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment; Date = RFP release date):</strong></td>
</tr>
<tr>
<td><strong>14. Portion (%) of work Company (identified in #2) is proposed to perform on HMESC:</strong></td>
</tr>
<tr>
<td><strong>15. Scope Company (identified in #2) is proposed to perform on HMESC. List applicable PWS elements:</strong></td>
</tr>
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</table>
### Past Performance and Experience Reference Information Form

<p>| | |</p>
<table>
<thead>
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<tr>
<td>16.</td>
<td>Scope Company (identified in #4) performed on Reference Contract:</td>
</tr>
<tr>
<td>17.</td>
<td>Complexity Company (identified in #2) is proposed to perform on HMESC:</td>
</tr>
<tr>
<td>18.</td>
<td>Complexity of work Company (identified in #4) performed on Reference Contract:</td>
</tr>
<tr>
<td>19.</td>
<td>Describe any recognized accomplishments the company identified in #4 has received on the reference Contract:</td>
</tr>
<tr>
<td>20.</td>
<td>Provide information on challenges/problems encountered on the Reference Contract and actions taken by the company identified in #4 to resolve these matters:</td>
</tr>
<tr>
<td>21.</td>
<td>Safety statistics: provide Days Away, Restricted or Transferred and Total Recordable Case (TRC) rates and hours worked for the company (identified in #4) on the Reference Contract by Government Fiscal Year (GFY) for FY 2014-2017:</td>
</tr>
<tr>
<td>22.</td>
<td>For the Reference Contract, identify any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments (EA) website (<a href="https://energy.gov/ea/information-center/enforcement-infocenter">https://energy.gov/ea/information-center/enforcement-infocenter</a>) and corrective actions taken to resolve those problems:</td>
</tr>
</tbody>
</table>

Note: The Offeror may amend the format for Attachment L-3, *Past Performance and Experience Reference Information Form*, as long as the exact information, font and size, and page limitations are followed.
Attachment L-4

Past Performance Cover Letter and Questionnaire

Past Performance Cover Letter for ____________________

Dear “Client”:

We are currently responding to the Department of Energy (DOE) Request for Proposals No. 89303318REM000007 Hanford Mission Essential Services Contract (HMESC) at the Hanford Site in Richland, WA.

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

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

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

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

   Email Address: HMESC@emcbc.doe.gov

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

   U S. Department of Energy
   Attention: Lori Sehlhorst, Contracting Officer, EMCBC
   Address: 250 E. 5th Street, Suite 500
   City/State/Zip: Cincinnati, OH 45202

If mailing, please mark the envelope:

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

A. Referenced Contract and Client Information

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

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

B. Rating Scale and Definitions

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

<table>
<thead>
<tr>
<th>Rating</th>
<th>Definition</th>
<th>Note</th>
</tr>
</thead>
<tbody>
<tr>
<td>Satisfactory</td>
<td>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.</td>
<td>To justify a Satisfactory rating, there should have been only minor problems, or major problems the Contractor recovered from without impact to the contract/order. There should have been NO significant problems identified. Note: The Contractor should not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.</td>
</tr>
<tr>
<td>Marginal</td>
<td>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.</td>
<td>To justify Marginal performance, identify a significant event in each category that the Contractor had trouble overcoming and state how it impacted the Client. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).</td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>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.</td>
<td>To justify an Unsatisfactory rating, identify multiple significant events in each category that the Contractor had trouble overcoming and state how it impacted the Client. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the Contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).</td>
</tr>
</tbody>
</table>

### C. Assessment Areas

Please provide explanatory narratives to support your ratings.

#### 1. Quality of Product or Service

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

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

Supporting Narrative:
2. Schedule Compliance

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

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

Supporting Narrative:

3. Cost Control

Example: How well did the Contractor control its costs?

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

Supporting Narrative:

4. Business Relations

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

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

Supporting Narrative:

5. Management of Key Personnel/Staffing

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

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

Supporting Narrative:

6. Utilization of Small Business

Example: How well did the Contractor allocate subcontracting opportunities to small businesses?
(Exceptional | Very Good | Satisfactory | Marginal | Unsatisfactory | Not Applicable | Do Not Know)

Supporting Narrative:

7. Regulatory Compliance

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

(Exceptional | Very Good | Satisfactory | Marginal | Unsatisfactory | Not Applicable | Do Not Know)

Supporting Narrative:

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

Additional Comments:

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

L-52
Attachment L-5

List of Contracts Terminated for Default or Convenience

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Contract No.</th>
<th>Client Point of Contact</th>
<th>POC Information (address, phone no., email address)</th>
<th>Performance Period</th>
<th>Terminated for Default or Convenience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Information shall only be provided for contracts terminated within the preceding three years from the date of the initial solicitation. Additionally, explanatory information may be provided below the table for each contract terminated for default or convenience, along with a brief description of the work. If the Offeror does not have any contracts/projects to report, a blank form shall be submitted stating such.
Attachment L-6

Cost Proposal Worksheets
Attachment L-7

Consolidated Direct Cost Schedules
Attachment L-8

Cost Assumptions
Attachment L-9

Offeror's Proposed Accounting System Information

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

Does the proposed accounting system provide for:

a. Proper segregation of direct costs from indirect costs? Please explain.

b. Identification of and accumulation of direct costs by contract? Please explain.

c. A logical and consistent method for allocation of indirect costs to intermediate and final cost objectives? (A contract is a final cost objective.) Please explain.

d. Accumulation of costs under general ledger control? Please explain.

e. A timekeeping system that identifies employees’ labor by intermediate or final cost objectives? Please explain.

f. A labor distribution system that charges direct and indirect labor to the appropriate cost objectives? Please explain.

g. Interim (at least monthly) determination of cost charged to a contract through routine posting of book of accounts? Please explain.

h. Exclusion from costs charged to Government contracts of amounts which are not allowable in terms of FAR Part 3, Contract Cost Principles and Procedures or other contract provisions? Please explain.

i. Identification of costs by contract line item and by units (as if unit or line items were a separate contract) if required by the proposed contract? Please explain.

j. Segregation of preproduction costs from production costs (if applicable)? Please explain.

Does the proposed Accounting System provide financial information:

a. Required by clauses concerning limitation of costs (FAR 52.232-20, Limitation of Cost) and/or limitation on payments (FAR 52.216-16, Incentive Price Revision—Firm Target)? Please explain.

b. Required to support request for progress payments? Please explain.

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

Is the accounting system currently in full operation? If not, describe which portions are:

(1) in operation; (2) set-up, but not yet in operation; (3) anticipated; or (4) nonexistent.
### Attachment L-10

#### List of DOE Contracts

Instructions: The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall provide a listing on Attachment L-10 of all DOE prime contracts (including NNSA) currently being performed and/or for contracts that were completed within the last three years from the original solicitation issuance date. This includes contracts for which the Offeror or major/critical subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime Contractor to DOE.

<table>
<thead>
<tr>
<th>a. Contract Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Contract Title:</td>
</tr>
<tr>
<td>c. Contractor Name:</td>
</tr>
<tr>
<td>d. Period of Performance:</td>
</tr>
</tbody>
</table>
## Work Performance Matrix

<table>
<thead>
<tr>
<th>PWS Sections</th>
<th>Company Names</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Offeror</td>
<td>Critical Subcontractor 1</td>
<td>Critical Subcontractor 2</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>other PWS elements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Instructions:** The Offeror shall list itself (e.g., name of Offeror) and each critical subcontractor in the top row of the table above, and shall indicate the percentage of work to be performed by each company by PWS area (Offerors shall list the applicable PWS section in the far left column of the table above). Rows may be added or deleted to encompass all of the applicable PWS sections. There shall only be one column for the Offeror. Columns may be added or deleted if there are more or less than two critical subcontractors. Percentages shall be rounded to the nearest whole number. Typically each row should add up to 100%; however, in cases where the total is less than 100% because subcontractors other than those designated as critical are also performing work, Offerors shall include a note that explains why the total is less than 100%.
In addition to submitting a Small Business Subcontracting Plan, Offerors shall complete Section L, Attachment L-12, Small Business Subcontracting Tables.

Table 1: The Offeror shall provide a breakdown of the Offeror’s proposed goals and dollars, by small business category, expressed in terms of both a percent of TOTAL CONTRACT VALUE and a percent of TOTAL SUBCONTRACTED WORK. Offerors shall show the proposed subcontracting goals for the basic contract requirement and each option separately.

Table 2: The Offeror shall also list each proposed small business subcontractor, including DUNS number and CAGE code, the type of small business, and total costs being proposed/allocated to these small business concerns (by small business category) by PWS element, by Government fiscal year.

<table>
<thead>
<tr>
<th>Table 1. Proposed Goals as a Percent of Subcontract Dollars and as a Percent of Total Contract Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Subcontracting for Base Period of Performance – Years 1-5</td>
</tr>
<tr>
<td>Firm Size and/or Small Business Socioeconomic Category</td>
</tr>
<tr>
<td>a</td>
</tr>
<tr>
<td>b</td>
</tr>
<tr>
<td>c</td>
</tr>
<tr>
<td>d</td>
</tr>
<tr>
<td>e</td>
</tr>
<tr>
<td>f</td>
</tr>
<tr>
<td>g</td>
</tr>
<tr>
<td>h</td>
</tr>
</tbody>
</table>

Total Subcontracting for Option Period 1 of Performance – Years 6-7

<table>
<thead>
<tr>
<th>Firm Size and/or Small Business Socioeconomic Category</th>
<th>Percentage of Subcontract $</th>
<th>Percentage of Total Contract $</th>
<th>Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>a</td>
<td>Total Subcontracting Planned to All Businesses</td>
<td>100%</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>b</td>
<td>Large Businesses</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>c</td>
<td>Small Businesses (all socioeconomic groups)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
</tbody>
</table>
Table 2. List of Small Business Subcontractors

<table>
<thead>
<tr>
<th>Company Name</th>
<th>DUNS/CAGE Code</th>
<th>Type of Small Business</th>
<th>PWS Section(s)</th>
<th>Dollar Value*</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Offeror to insert columns to reflect total dollars for each Government Fiscal Year and a total for the 10-year contract period.
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