Part IV – Representations and Instructions

Section L

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

This solicitation incorporates one (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/](https://www.acquisition.gov/far/)

<table>
<thead>
<tr>
<th>FAR/DEAR Reference</th>
<th>Title</th>
<th>Fill-In Information; See FAR 52.104(d)</th>
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<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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<tr>
<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% (e) Richland, Benton County, WA</td>
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<td>FAR 52.222-24</td>
<td>Pre-Award On-Site Equal Opportunity Compliance Evaluation (Feb 1999)</td>
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<tr>
<td>FAR 52.237-1</td>
<td>Site Visit (Apr 1984)</td>
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<td>FAR 52.250-2</td>
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<td>DEAR 952.219-70</td>
<td>DOE Mentor-Protégé Program (May 2000)</td>
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<tr>
<td>DEAR 952.233-5</td>
<td>Agency Protest Review (Sep 1996)</td>
<td></td>
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</table>
L.2 FAR 52.216-1, Type of Contract (Apr 1984)

The Government contemplates award of a performance based Contract that includes Cost-Plus-Award-Fee (CPAF), Cost Reimbursement (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 no later than 28 calendar days prior to the proposal due date. If the bid/proposal is to be submitted by a teaming arrangement, the Offeror is requested to submit the above information for all members of the proposing team.

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

The Offeror’s proposal shall be valid for 365 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, Separate Corporate Entity. The Offeror may be a single corporation or a “Contractor team arrangement” as defined in FAR 9.601(1), 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 legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)
(2) Critical subcontractor. A critical subcontractor is a subcontractor performing work within at least one of the following Performance Work Statement (PWS) sections:

- Section C entitled, Safeguards and Security, who is anticipated to perform 30 percent or more of the total estimated cost of the PWS element over the Contract period.
- Section C entitled, Emergencies and First Responders, who is anticipated to perform 30 percent or more of the total estimated cost of the PWS element over the Contract period.
- Section C entitled, Information Technology and Management, who is anticipated to perform 30 percent or more of the total estimated cost of the PWS element 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 0004, 1004, 2004 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 the prime Offeror designates as critical to enhance its team’s technical approach or ability to meet delivery requirements.

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

(1) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost-effective, electronic media will be used for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted through the FedConnect website at https://www.fedconnect.net. This electronic medium will constitute the official distribution method for this solicitation. Amendments and other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and 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 (SF) 33, Solicitation, Offer and Award, in Section A of this solicitation and other provisions of Section L. It is imperative the Offeror read and understand how to submit its proposal using the FedConnect web portal. Proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than the date and time specified in SF 33, Solicitation, Offer and Award, in Section A of this solicitation. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting
a proposal, the Offeror agrees to comply with the terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its website. Subcontractor submissions of proprietary information may provide a password protected document file to the prime and share the password with the CO. The subcontractor proposal must adhere to the proposal due date/time in the solicitation and be submitted by the prime Offeror via FedConnect.

(3) Electronic submission of a proposal via FedConnect is required; however, the original, signed, hard copy submission of the proposal shall be considered the Offeror's official offer and will be considered binding except as noted below in paragraph (c)(4)(ii).

(4) In addition to the electronic submission of the Offeror’s proposal via FedConnect, the Offeror shall submit the required number of paper and CD-ROM/DVD and USB flash drive copies of each proposal volume as indicated below, by the date and time specified in SF 33, Solicitation, Offer and Award, in Section A of this solicitation and other provisions of Section L. The content in the paper and CD-ROM/DVD and USB flash drive copies shall be identical to the content of the FedConnect submission and the original signed, hard copy submission. The only exceptions are as follows:

(i) Financial statements, annual report(s), and financial capability information, required by Section L.14 (q), which shall be included in the electronic submission via FedConnect and the CD-ROM/DVD and USB flash drive copies and the signed original only, but are not required to be included in the additional paper copies.

(ii) Attachment L-6, Cost Detail Worksheets, and Attachment L-6a, Critical Subcontractor Cost Detail Worksheets, tab entitled, ‘Estimating Flat File’, shall only be included in the electronic submission via FedConnect and the CD-ROM/DVD and USB flash drive copies. No paper (original or copy) submittal is required. The electronic Attachment L-6, Cost Detail Worksheets, and Attachment L-6a, Critical Subcontractor Cost Detail Worksheets, tab entitled, ‘Estimating Flat File’, through FedConnect will constitute part of the binding offer.

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

MAIL TO (see table below for number of hard and CD-ROMs/DVDs and USB flash drives copies):

U S. Department of Energy, EMCBC
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.

Request for Proposal (RFP) No. 89303318REM000007

E-mail: lori.sehlhorst@emcbc.doe.gov
Phone: (513) 744-0989
MAIL TO (see table below for number of hard and CD-ROMs/DVDs and USB flash drives copies):

U.S. Department of Energy, Richland Operations Office  
Attention: Sue Harp  
Address: 2430 Stevens Center  
City/State/Zip: Richland, WA 99354  
Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY.  
RFP No. 89303318REM000007  
E-mail: sue.harp@rl.doe.gov  
Phone: (509) 376-7119

Offerors delivering proposals by hand-carry or Express Mail to the above addresses shall contact the CO, Lori Sehlhorst, by 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/DVDs and USB flash drives that are clearly labeled with Offeror’s name, the RFP number, the volume number, and the copy number. The proposals provided in electronic media are provided for Source Evaluation Board evaluation convenience only. In the event of a conflict, the hard copy material takes precedence over the electronic submissions.

The original proposal shall contain signed originals of the documents requiring signatures by the Offeror. Use of reproductions of signed originals is authorized in the 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>
<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>
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<tr>
<td>Volume I – Offer and Other Documents</td>
<td>2 copies</td>
<td>1 signed original and 1 copy</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Volume II – Technical and Management Proposal</td>
<td>13 copies</td>
<td>1 signed original and 1 copy</td>
<td>1</td>
<td>13</td>
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<tr>
<td>Volume III – Cost and Fee Proposal</td>
<td>6 copies</td>
<td>1 signed original and 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 the 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 a 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 described in Section M entitled, 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 completing the Government’s evaluation if the proposal is deficient.
as to be 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 that merely repeat or reformulate the PWS 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) 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 limitations identified in each factor.

(iii) Volume III, Cost and Fee Proposal - No page limit.

(2) Attachments, annexes, and appendices shall be counted toward the page limitations set forth below for Volume II, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, blank pages, and 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. Cost and pricing information shall be submitted and addressed only in Volume III, Cost and Fee Proposal, unless otherwise specified.

(f) Proposal specifications.

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

(2) Cross reference matrix. The Offeror shall provide a cross reference matrix within Volumes II and III, which correlates the proposal by page and paragraph number to the PWS, the Section L instructions, and the 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 (2) 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 that it appears. When 11 × 17 inch pages are used, this is considered two (2) 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 Volume III, Cost and Fee Proposal, is permitted.

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(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 (2) 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 (1) inch at the top, bottom, and each side. Each page shall, within the one (1) 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 (2) columns of text per page and use of boldface type for paragraph headings are acceptable.

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

(7) File format. Files submitted shall be readable and searchable (not scanned) using Microsoft® Word®, Excel®, or Adobe® portable document format (PDF) except the following specific Volume III files:

- Cost and Fee Proposal tables shall be organized and submitted in native file format.
- Electronic copies of financial statements and annual reports shall be submitted as PDFs.
- Proprietary software utilized in preparation of proposal information shall be provided along with licenses required to allow operation of the proprietary software. 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 in sizes 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 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 11:59 p.m. Eastern Time, October 11, 2018. If DOE has not acknowledged receipt of submitted questions within three (3) 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 (2) 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@emcbe.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) that 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. A 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. Part IV, Section K – Representations, Certifications, and Other Statements of Offerors will be incorporated into the contract by reference.

(m) Allowable Salary for Key Personnel. Award of the Contract, as proposed, does not constitute a determination of allowability of key personnel salaries contained in the successful offer. As provided in Section H clause entitled, Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits, within 20 days after Notice to Proceed (NTP), the Contractor shall 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 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 the 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) Section B entitled, *Estimated Annual Contract Value*, Table B-2, *Total Estimated Contract Cost and Fee by Period of Performance*. Note: Tables B-3a, B-3b, B-3c to be completed subsequent to Contract Award.

Section H:

(i) Section H clause entitled, *DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (Oct 2014)*;

(ii) Section H clause entitled, *DOE-H-2052 Representations, Certifications, and Other Statements of the Offeror*;

(iii) Section H clause entitled, *DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)*; and

(iv) Section H clause entitled, *Organizational Conflict of Interest – Affiliate(s)*

Section I:

(i) Section I clause entitled, *FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)*;

(ii) Section I clause entitled, *FAR 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)*; and

(iii) Section I clause entitled, *DEAR 952.227-82 Rights to Proposal Data (Apr 1994)*.

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

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

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

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

(4) The Offeror shall provide its Data Universal Numbering System Number (DUNS) Number in block 15A of the SF 33.

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

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

e) Subcontractors and other entities.

(1) Name, address, and DUNS number for all proposed 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, and others; and

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

(f) Representations and certifications.

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

(2) If the Offeror has not completed the annual representations and certifications electronically through the System for Award Management, the Offeror shall complete and provide 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.
(2) Exceptions or deviations by the Offeror to the terms and conditions stated in the solicitation for the resulting contract shall 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 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.

Offerors, their subcontractors (if applicable), or team members that do not possess a CAGE code or DOE/NRC Facility Clearance number, shall complete the required entries into the DOE Foreign Ownership, Control, or Influence (FOCI) Electronic Submission System (ESS) located at https://foci.anl.gov/. Use of the DOE FOCI ESS is mandatory for 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 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 L, Attachment L-1 entitled, Performance Guarantee Agreement, for form and text of the required Performance Guarantee Agreement.

(j) Responsible Corporate Official and Corporate Board of Directors.

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 clause entitled, FAR 52.219-9 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 15 elements identified in FAR 52.219-9(d), with a separate part for the basic contract and separate parts for each option per FAR 52.219-9(c). Failure by a large business Offeror to submit and/or negotiate a subcontracting plan that addresses each of the 15 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>
<thead>
<tr>
<th>Small Business Category</th>
<th>Small Business Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Businesses</td>
<td>50%*</td>
</tr>
<tr>
<td>Veteran-Owned Small Business</td>
<td>3%</td>
</tr>
<tr>
<td>Service-Disabled Veteran-Owned Small Business</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 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.

(l) 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 entitled, DOE-H-2045 Contractor Community Commitment. The Plan will become part of the resulting Contract as an attachment to Section J.

(m) Organizational Conflicts of Interest.

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 subcontractor(s), shall provide a fully executed Section K.10, Organizational Conflicts of Interest Disclosure, and any necessary statements required by the provision. If the Offeror believes there is an existing or potential Organizational Conflict of Interest (OCI) (not identified per the performance restrictions described in the Section H clause entitled, Organizational Conflict of Interest Between Hanford Site Contracts), the Offeror shall submit an appropriate OCI Management Plan with its proposal in accordance with the requirements of the Section H clause entitled, Organizational Conflict of Interest Between Hanford Site Contracts.
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(e), the Contracting Officer shall award the contract to the apparent successful Offeror unless a conflict of interest is determined to exist that cannot be avoided, neutralized, or mitigated. The resolution of potential or actual conflicts of interest that exist or may arise during contract performance shall be documented as part of the Plan and must be approved by DOE.

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 the HMESC PWS will create an actual organizational conflict of interest between the contractors performing the HMESC PWS and other current and future Hanford contractors. DOE has further determined the OCIs cannot be avoided, neutralized, or mitigated. In submitting its offer, the Offeror agrees to the performance restrictions described in the Section H clause entitled, Organizational Conflict of Interest Between Hanford Site Contracts. It will be the responsibility of the Offeror, including subcontractors, to adequately demonstrate compliance within the proposal submission to the OCI requirements and associated performance restrictions. If the Offeror, including subcontractors, are not in compliance at the time of proposal submission, the Offeror shall submit an Organizational Conflict of Interest Management Plan per the instructions of this paragraph (m) demonstrating how the Offeror, including subcontractors, will achieve compliance by the initial Contract NTP.

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

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

(o) Equal Opportunity Compliance.

The Offeror shall provide 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 named subcontractor(s).

(p) Earned Value Management System Documentation.

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

(a) Volume II entitled, Technical and Management Proposal, 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) In Volume II entitled, Technical and Management Proposal, Offerors shall address 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 the required format and page limitations. Offerors shall be specific and complete in addressing the information required to be included in the Technical and Management Proposal. Offerors shall not simply offer to perform work in accordance with the PWS; rather, Offerors shall provide their specific approach and capabilities to perform the required work. Moreover, Offerors shall not merely restate the work scope and/or other solicitation requirements in its technical and management proposal.

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

(e) No cost or price information shall be included in Volume II entitled, 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 Volume II entitled, Technical and Management Proposal, for the entire PWS for the entire performance period of the contract (base and option periods):

(a) The Offeror shall provide a detailed technical approach on the PWS elements specified in Table L-4 below. Sufficient detail shall be included to demonstrate the completeness, feasibility, and effectiveness of the Offeror’s technical approach for the specified PWS elements.

<table>
<thead>
<tr>
<th>PWS</th>
<th>Detailed Technical Approach</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.4.1.1.4  Electrical Planning</td>
<td></td>
</tr>
<tr>
<td>C.4.1.2.2  Water System Planning</td>
<td></td>
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<tr>
<td>C.4.1.3.2  Sewer System Planning</td>
<td></td>
</tr>
<tr>
<td>C.4.4.1   Fire and Emergency Response Services</td>
<td></td>
</tr>
<tr>
<td>C.4.6.1.1  Strategic Planning, Governance, Enterprise Architecture, and Program Management</td>
<td></td>
</tr>
<tr>
<td>C.4.6.3.5  Industrial Control Systems/Supervisory Control and Data Acquisition</td>
<td></td>
</tr>
<tr>
<td>C.4.8.2   Conduct of Maintenance</td>
<td></td>
</tr>
<tr>
<td>C.4.12.1  Engineering</td>
<td></td>
</tr>
</tbody>
</table>
Table L-4. Factor 1, Technical Approach – PWS Elements

<table>
<thead>
<tr>
<th>PWS</th>
<th>Detailed Technical Approach</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.4.12.6.1</td>
<td>Program Management and Integration</td>
</tr>
<tr>
<td>C.4.12.6.7</td>
<td>Project Management</td>
</tr>
<tr>
<td>C.4.12.7</td>
<td>Hanford Portfolio Analysis, Project Support and Independent Assessment</td>
</tr>
</tbody>
</table>

(b) For the PWS elements not specified in Table L-4, the Offeror shall describe its proposed technical understanding in sufficient detail to demonstrate the Offeror’s comprehension of the full PWS.

(c) If the Offeror chooses not to apply the out-year cost profile factors for a static scope PWS element, as defined in Section L entitled, Proposal Preparation Instructions, Volume III – Cost and Fee Proposal, subsection (i)(1) and identified in Attachment L-8, Assumptions, the Offeror shall identify that static scope PWS element and provide the rationale and basis, as well as a detailed technical approach for that static scope PWS element. Sufficient detail shall be included to demonstrate the completeness, feasibility, and effectiveness of the Offeror’s technical approach for the specified static scope PWS element.

(d) 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 clause entitled, DOE-2001 Employee Compensation: Pay and Benefits (Oct 2014); 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 provide information that demonstrates its expertise (on staff or contracted personnel); and with regard to (2) above, its understanding of the Service Contract Labor Standards (formerly entitled Service Contract Act), in particular Section 4(c), currently codified at 41 USC Chapter 67, and how it affects a Union represented workforce.

(e) Commitment to Small Business Utilization.

(1) The Offeror shall describe its approach to meet the requirement to subcontract at least 50 percent of the Total Subcontracted Work to small businesses, including subcontracting of meaningful work scope (as defined in Section H clause entitled, Subcontracted Work).

(2) Exclusive of the requirements of PWS Section C entitled, DOE Small Business Procurement Pre-Award Support, the Offeror shall also describe its approach to supporting the development of small business through outreach, participation in the Mentor Protégé Program, counseling, and market research.

L.12 Proposal Preparation Instructions, Volume II – Key Personnel and Organization

Factor 2: Key Personnel and Organization *(The Key Personnel and Organization section shall not exceed 10 pages, exclusive of resumes and letters of commitment. The key personnel resumes are limited to four [4] pages for each resume and one [1] page for each letter of commitment).*

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

(a) Key personnel. The Offeror shall propose two (2) required key personnel and in addition, the Offeror may propose up to five (5) other key personnel essential to the successful performance of the contract. Failure to propose the two (2) required key personnel positions will adversely affect the
Government’s evaluation of the proposal and may be considered a deficiency. Key personnel will be incorporated into the contract through the clause at DOE-H-2070, *Key Personnel – Alternate I (Oct 2014) (Revised)*. Only one (1) individual may be proposed for each key personnel position.

For proposal preparation purposes, the required key personnel positions include:

1. Program Manager; and


3. The Chief of Hanford Fire and Chief of Hanford Patrol are also required key personnel positions per the clause at DOE-H-2070, *Key Personnel – Alternate I (Oct 2014) (Revised)*; however, these positions shall not be proposed by the Offeror. These positions are required to be designated by the selected Offeror during the Transition period as part of the Transition Plan, and upon DOE approval of the Transition Plan, these individuals will be designated as Key Personnel.

The Offeror shall not provide the names or qualifications of non-key personnel.

4. 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.

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

6. 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 Tri-Cities and local surrounding areas. Failure of the Offeror to 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 Tri-Cities and local surrounding areas will adversely affect the Government’s evaluation of the proposal and may be considered a deficiency.

(b) Resume.

1. The Offeror shall provide written resumes for the 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 in relation to the work for which they are proposed to perform and areas of responsibility. The resume shall address the following:

   (i) Relevant experience, including leadership and other accomplishments, in performing work scope similar to the work to be performed in their proposed position;

   (ii) Education, specialized training, and certifications that support the individual’s qualifications and suitability for the proposed position; and

   (iii) At least three (3) 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 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 available information or sources as a part of its evaluation of the key personnel.
(c) Letter of commitment. A letter of commitment shall be submitted for each individual proposed as a key person. Each key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the date the NTP is issued for the 120 day Transition Period of the contract for a period of two (2) 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.

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

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. 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 each Offeror; the exercise will not be provided to Offerors in advance of the oral presentation. Offerors may not present a 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. An identical set of questions will be asked of each Offeror’s Program Manager. Questions will not be provided to Offerors in advance. Offerors may not present a 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. Presentation materials used will be retained by DOE.
(ii) The Offeror shall not bring into the presentation room presentations 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 interview and the oral presentation other than the key personnel who are present.

(iii) DOE will not respond to any Offeror questions or statements.

(iv) 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><strong>Segment</strong></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>
</tbody>
</table>
Tentative Interview and Oral Presentation Agenda

<table>
<thead>
<tr>
<th>Segment</th>
<th>Time Duration</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oral Interview: DOE Interview of the Offeror’s Program Manager</td>
<td>60 minutes</td>
<td>DOE will conduct an interview with the proposed Program Manager. An identical set of questions will be asked of each Offeror’s Program Manager interviewed. The interview will be conducted using a question and answer format. Questions to be used in the interview will not be provided to the Offeror in advance.</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 the 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 Volume II entitled, Technical and Management Proposal, related to the proposed organization:

(1) Organization chart. The Offeror shall provide an organizational chart graphically depicting the 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 Offeror’s organizational chart shall depict the linkage(s) between the Offeror, including its teaming partners, the parent organization(s), and critical subcontractor(s). The Offeror shall describe the roles, responsibilities, and lines of authority, including lines of authority between the Offeror’s organizational elements or specific individuals (including proposed key personnel), its critical subcontractors and any other performing entities, as applicable.

(2) Rationale for organizational structure. The Offeror shall describe the rationale for the proposed organizational structure in relation to the PWS in accordance with the proposed technical approach and understanding. The Offeror shall describe the rationale for the proposed performance of work by subcontractors, as opposed to the Offeror’s own employees.


Factor 3: Past Performance (The Past Performance section shall be limited to the Attachment L-3, Past Performance Reference Information Forms, which are limited up to seven [7] pages per contract; the Attachment L-5, List of Contracts Terminated for Default or Convenience, the Attachment L-9, List of DOE Contracts, and Past Performance Consent Statement(s), which have no page limits).

Offerors shall include the following information in Volume II entitled, Technical and Management Proposal (on Attachment L-3, Past Performance Reference Information Form; Attachment L-5, List of Contracts Terminated for Default or Convenience; Attachment L-9, List of DOE Contracts; and Past Performance Consent Statement(s), identified above) related to the Offeror’s past performance:
(a) Offeror past performance. The Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), shall provide information on contracts that are most similar in terms of scope, size, and complexity to the requirements of the PWS that are currently being performed and/or for contracts that were completed within the last five (5) 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 (approximate average annual value) and contract period of performance; and
- Complexity – performance challenges (e.g., rigorous safety and quality assurance requirements, providing support in a complex nuclear and regulatory environment, management and integration as a prime contractor at a large Government site with multiple Government Contractors, management of a multi-disciplined workforce that includes unions performing various aspects of a contract, volatile Government priorities and technical requirements, budget fluctuations, and integration and coordination with stakeholders).

(b) Critical subcontractor past performance. In addition to the Offeror’s information on recent and relevant past performance, the Offeror shall provide information on the recent and relevant past performance for all 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 perform under this solicitation. Information shall be provided for contracts that are currently being performed and/or were completed within the last five (5) years from the original solicitation issuance date.

(c) Newly formed entity and predecessor companies. Pursuant to the requirements of Section H clause entitled, DOE-H-2015 Separate Corporate Entity (Oct 2014), the Offeror shall be a separate corporate entity established solely to perform this Contract. The Offeror, and any critical subcontractors that are established as separate corporate entities solely to perform this Contract, may provide past performance information for its parent organization(s), member organizations in a joint venture, LLC, or other similar or affiliated companies provided the Offeror’s proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. Meaningful involvement means the parent, member or affiliate will provide material, supplies, equipment, personnel or other tangible assets to contract performance; or how the common parent will utilize the expertise, best practices, lessons-learned or similar resources from the affiliate to affect the performance of the offeror. If a common parent company is used to establish the nexus between the Offeror and an affiliated company, the Offeror must demonstrate how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company.

The Offeror or critical subcontractors may also provide past performance information on predecessor companies that existed prior to any mergers or acquisitions, where the Offeror’s proposal demonstrates such performance reasonably can be predictive of the Offeror’s performance.

(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 all 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 member of a teaming arrangement 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.

(c) 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 (3) contracts per member, either currently being performed or completed by the Offeror/members, and up to two (2) 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 five (5) years from the original solicitation issuance date.

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

(2) Performance information. The Offeror shall identify performance challenges and provide information on problems encountered in the performance of the reference contract and actions initiated to address these matters, and the effect the actions 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 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), DOE enforcement actions, worker safety and health, nuclear safety, and classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website (https://energy.gov/ea/information-center/enforcement-infocenter), and corrective actions taken to resolve those problems. The Offeror shall include this information within the Past Performance Reference Information Form.

(f) Terminated contracts. The Offeror shall provide a listing in Attachment L-5, List of Contracts Terminated for Default or Convenience, of any contracts of the Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), and/or critical subcontractors that were terminated, including the reasons therefore, within the past five (5) 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 Reference Information Forms. If there are no terminated contracts to report, Attachment L-5, List of Contracts Terminated for Default or Convenience, shall be submitted with a blank table, along with a note indicating that there are no terminated contracts within the time period specified in the solicitation.

(g) Past Performance Questionnaire. The Offeror shall provide Attachment L-4, Past Performance Questionnaire, to the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office for completion for those contracts described in paragraph (e) that have no contractor performance data available in the Past Performance Information Retrieval System (PPIRS). The Offeror shall request that clients return the Past Performance Questionnaire directly to DOE by mail or electronic means to the address identified below no later than two (2) 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
E-mail: lori.sehlhorst@emcbc.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 the questionnaire has been completed and returned to the DOE CO 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 CO at the e-mail provided in this solicitation to confirm the receipt of 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 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 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-9, 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 five (5) years from the original solicitation issuance date. This includes contracts for which the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or critical subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime contractor to DOE. If the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or critical subcontractors provide past performance information on predecessor companies that existed prior to any mergers or acquisitions, the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or critical subcontractor shall also provide a list of DOE contracts for the predecessor companies.

(j) Past Performance Consent Statement. As past performance information is proprietary source selection information, by default, the Government can only discuss past performance information directly with the prospective prime contractor, team member or critical subcontractor that is being reviewed. If there is a problem with a proposed critical subcontractor’s or team member’s past performance, the prospective prime contractor can be notified of a problem, but no details will be discussed without the team member’s/critical 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
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, Solicitation No. 89303318REM000007 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.

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

Company Name:

Address:

Email:

Phone:

L.14 Proposal Preparation Instructions, Volume III – Cost and Fee Proposal

General – Offeror shall propose cost and fee by providing a completed Section B. The Offeror shall submit a completed Section B in Volume I, Offer and Other Documents, by completing the fill-ins located in Section B, Supplies or Services and Prices/Costs, Table B-2, Total Estimated Contract Cost and Fee by Period of Performance. The Offeror shall ensure the completed Section B, Volume I, Offer and Other Documents, submission is consistent with Section L Attachment entitled, Cost Summary Worksheets, in accordance with the instructions in this provision. (Critical subcontractors are not required to complete Section B or the corresponding B Table).

In accordance with FAR 15.403-1 entitled, Prohibition on Obtaining Certified Cost or Pricing Data, certified cost or pricing data are not required of Offerors responding to this solicitation; however, in accordance with FAR 15.403-3 entitled, Requiring Data Other Than Certified Cost or Pricing Data, Offerors shall provide data other than certified cost or pricing data, in support of its proposed cost and fee in the format specified in the instructions in paragraphs L.14 (a) through (s) below.

Offerors are required to submit data and information adequate for the CO to evaluate the reasonableness of the price and/or determine cost realism in determining whether the Offeror has a clear understanding of the solicitation requirements. The burden of proof for substantiating the reasonableness/realism and credibility of proposed costs/prices rest with the Offeror. FAR Part 31, Contract Cost Principles and Procedures, is the basis for determining allowability and allocability of costs. Submission by the Offeror of unrealistically low or high proposed costs or price, initially or subsequent to proposal submission, may adversely affect the evaluation of the proposal.
If, after receipt of proposals, the CO determines that there is insufficient information available to determine whether the cost or price is reasonable and realistic, and none of the exceptions set forth in FAR 15.403-1, *Prohibition of Obtaining Certified Cost or Pricing Data*, apply, the CO may require the Offeror to submit certified cost or pricing data.

**Instructions: Cost and Fee Proposal**

The Offeror shall prepare its cost proposal in accordance with the following instructions in sub-paragraphs L.14 (a) through (s) below:

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

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

(c) Proposed costs shall be summarized at the level identified in Section J, Attachment J-17, ‘Att. J-17e HMESC PWS X-Walk’ tab, in column C titled “Proposal WBS” and column D titled “Proposal WBS Description”.

(d) The Offeror shall utilize the binding assumptions (e.g., volume and scope assumptions included within the Section L, Attachment L-8, ‘Assumptions’ tab, Government Furnished Costs (GFC) included within Section L, Attachment L-6, ‘Government Furnished Cost’ tab, and the assumptions contained within the cost instructions when preparing their cost proposal.

(e) For proposal preparation purposes, the Offeror shall use a 120 day Contract Transition period, with a Transition start date of February 1, 2019. Offeror shall assume full responsibility for the performance of the contract requirements on June 1, 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 February 1, 2019 through May 31, 2019. The period of performance including the options extends through January 31, 2029. The Offeror shall propose costs for each contract period of performance by FY and in total, corresponding to the costs for performing the PWS.

(f) Proposed Cost and Fee – The Offeror shall provide the proposed cost and fee amounts, if applicable, for the Section B, *Supplies or Services and Prices/Costs*, Table B-2, *Total Estimated Contract Cost and Fee by Period of Performance*, consistent with Volume III, *Cost and Fee Proposal*, in Section L, Attachment L-7 entitled, *Cost Summary Worksheets*, and in accordance with the following notes:

- CLIN 0001 – Contract Transition: This CLIN covers the costs associated with the work scope defined in Section C.1. The transition period is a non-fee bearing activity.

- CLINs 0002, 1002, 2002 – Hanford Site Benefit Plans: These CLINs cover the costs associated with the Responsibilities for 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 within the Infrastructure and Site Services CLINs (see CLINs 0004, 1004, 2004 below). The Hanford Site Benefit Plan non-labor activity is non-fee bearing. The solicitation provides the cost for each GFY identified in Section L, Attachment L-6, ‘Government Furnished Cost’ tab.
• CLINs 0003, 1003, 2003 – Legacy Benefit Plans and Legacy Workers’ Compensation: These CLINs cover the non-labor related costs associated with the Responsibilities for Legacy Post-Retirement Benefit Plans and Legacy 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 within the Infrastructure and Site Services CLINs. The Legacy Benefit Plan non-labor activity is non-fee bearing. The solicitation provides the cost for each GFY identified in Section L, Attachment L-6, ‘Government Furnished Cost’ tab.

• CLINs 0004, 1004, 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). UBS are services provided in accordance with the Section H clause entitled Hanford Site Services and Interface Requirements Matrix, Section J Attachment entitled, Hanford Site Services and Interface Requirements Matrix, and PWS, Section C entitled, Usage-Based Services to Be Provided to Other Hanford Contractors.

The unique nature of this solicitation accumulates work in three (3) different charging activities (direct, self-consumed UBS, and Other Hanford Contractors [OHC] UBS). In order to facilitate and streamline proposal preparation placing cost and fee within the applicable charging activities, the Offeror shall propose the costs for the entire PWS contained within Section C.4. Once the proposed costs are computed, the Offeror shall use the allocation percentages, as indicated in the allocation worksheet in Section L, Attachment L-7, ‘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.

i. Direct – The Offeror shall not propose an award fee exceeding 8 percent.

ii. Self-Consumed UBS – The Offeror shall not propose an award fee exceeding 8 percent.

iii. OHC UBS – The costs and fee shall be transferred to CLINs 0006, 1006, and 2006 and the Offeror shall not propose an award fee exceeding 8 percent.

Detailed instructions for completing the allocation spreadsheet and applicable Section B tables for proposing under these CLINs are included in this provision in paragraph (j), Cost Worksheet Instructions.

• 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 8 percent of the estimated CLIN cost.

• CLINs 0006, 1006, 2006 – UBS to Be Provided to OHCs: These CLINs cover the OHC requested UBS to be provided by the Contractor through service level agreements and may include mandatory and optional services in accordance with the Section H clause entitled, Hanford Site Services and Interface Requirements Matrix, Section J, Attachment J-3 and in accordance with Section C. The proposed cost for these services shall be estimated under CLINs 0004, 1004, and 2004. However, for the purpose of completing Section B, Table B-2, the Offeror shall deduct this cost from CLINs 0004, 1004, and 2004 and include it instead in CLINs 0006, 1006, and 2006 according to the allocation percentages provided in the Section L, Attachment L-7, ‘Allocation Spreadsheet’ tab. The Offeror shall not propose an award fee that exceeds 8 percent of the
estimated CLIN cost (Offerors shall follow the additional instructions found in (j) Cost Worksheet Instructions, below for proposing under these CLINs).

- CLINs 0007, 1007, 2007 – Infrastructure Reliability Projects: Under these IDIQ CLINs, the Government may issue task orders under the contract type(s) the Government determines appropriate, depending on the nature of the requirement for the delivery of work. Price, costs, and/or fee are to be determined as task orders are issued. The estimated maximum value for these CLINs ($385,000,000) has been prepopulated and is to be included in the Total Contract Value.

- CLINs 0008, 1008, 2008 – DOE Small Business Procurement Post-Award Support and Other Directed Work Scope in accordance with PWS: Under these IDIQ CLINs, the Government may issue task orders under the contract type(s) the Government determines appropriate, depending on the nature of the requirement for the delivery of work. Price, costs, and/or fee are to be determined as task orders are issued. The estimated maximum value for these CLINs ($225,000,000) has been prepopulated and is to be included in the Total Contract Value.

(g) Offeror and Critical Subcontractor(s) – The Offeror’s cost proposal shall identify the scope and proposed costs for the Offeror and for each critical subcontractor over the total contract period of performance, including option periods. The Offeror and, if applicable, critical subcontractor(s) are required to provide fully supported cost proposal detail as required in L.14 (h) through (s). This detail shall reconcile in all respects to the Offeror’s proposed costs and shall align with the Offeror’s Volume II, Technical and Management Proposal. Critical subcontractor(s) may submit sealed envelopes, to the CO, in addition to the password protected files that are uploaded by the prime Offeror in FedConnect with proprietary data containing a separate set of cost worksheets (Section L, Attachments L-6a, Critical Subcontractor Cost Detail Worksheets, and L-7a, Critical Subcontractor Cost Summary Worksheets) and other data as required in L.14 (h) through (s) with its proposal by the proposal due date.

(h) Basis of Estimate (BOE) – The Offeror and critical subcontractors (as defined in Section L.8[a][2]), shall provide narrative support sufficient to explain the development of costs/prices proposed; the rationale and basis for the data provided; and the basis for the reasonableness of the proposed costs/prices. The Offeror and critical subcontractors shall provide BOEs which thoroughly document respective estimates and align with the Offeror’s Volume II, Technical and Management Proposal. The Offeror and, if applicable, critical subcontractors shall provide BOEs at the lowest Proposal Work Breakdown Structure, as indicated in Section J, Attachment J-17, ‘Att. J-17h Basis of Estimate’ tab.

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

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

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

3. Source(s) of estimate information such as parameters, values, model approach, and model calibration (where parametric estimates were used);
(4) Description of how the labor resource code, manual and non-manual labor hours, including any productivity factors were determined;

(5) The names and work scope associated with subcontractors and critical subcontractor costs. The Offeror and critical subcontractor shall provide an explanation as to how the costs were developed; and

(6) Other related information that provides clarity and facilitates understanding of the Offeror’s and critical subcontractor’s proposed cost/price.

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

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

(i) Proposed Cost – The Offeror shall complete the cost proposal worksheets within Section L, Attachment L-6, Cost Detail Worksheets, and Section L, Attachment L-7, Cost Summary Worksheets to the level of detail indicated in the attachments as well as related instructions within this provision under paragraph (j) Cost Worksheet Instructions. The same applies to critical subcontractors; however, critical subcontractors shall complete cost proposal worksheets Section L, Attachment L-6a, Critical Subcontractor Cost Detail Worksheets, and Section L, Attachment L-7a, Critical Subcontractor Cost Summary Worksheets.

(1) DOE has provided Offerors a list of static scope PWS elements (these are typically non-variable) as well as Government provided out-year cost profiles for the static scope by PWS and Proposal WBS within the Section L, Attachment L-8, ‘Static Scope Profiles’ tab. The Offeror shall develop a base year cost (See “Direct Cost Base Year” instructions under the Estimating Flat File within Section (j)(1)(iii) of these instructions) and may apply the Government provided out-year cost profile contained in the HMESC Static Scope Profiles by PWS table for development of their cost proposal for each static scope PWS element. If the Offeror applies the Government provided out-year cost profile, no additional supporting documentation within Volume III entitled, Cost and Fee Proposal, will be required to support out-year costs. If the Offeror chooses not to apply the Government provided out-year cost profile(s), then the Offeror shall provide an activity based estimate for each static scope PWS element by Government FY, including the rationale, BOE, and other required supporting documentation in accordance with this L.14 provision.

(2) For the other PWS elements (non-static work), the Offeror and critical subcontractors shall provide an activity based estimate and the required supporting documentation in accordance with the L.14 (h) through (s) provisions.

(3) The Cost and Fee Proposal shall be mathematically correct with full traceability and consistency between Section L, Attachments L-6 and L-6a, L-7 and L-7a, L-8, the BOEs, and Volume II, Technical and Management Proposal.
(4) Government Furnished Costs – GFCs are provided for CLINs 0002, 1002, 0003, 1003, and 2003. The Offeror shall use the provided GFCs. The GFCs are located in Section L, Attachment L-6 in the ‘Government Furnished Cost’ tab and are pre-populated into the appropriate worksheets in Section L, Attachments L-6 and L-7.

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

Critical Subcontractors: Critical subcontractors have the flexibility to edit cost elements based on their documented cost structure when completing Section L, Attachments L-6a, Critical Subcontractor Cost Detail Worksheets, and L-7a, Critical Subcontractor Cost Summary Worksheets.

a. Labor – The Offeror shall utilize, as a minimum, the DOE Minimum Average Base Rates located in the Labor Rate Tables entitled, Exempt Labor Base Rates, Non-Exempt Labor Base Rates, HAMTC Labor Base Rates, and Guard Labor Base Rates, in Section L, Attachment L-6 for proposal preparation. The DOE provided labor rates in Section L, Attachment L-6 reflect historical labor rates for the identified labor resource codes, escalated to FY 2019 dollars. The DOE provided labor rates do not include fringe costs.

The DOE provided labor rates are not all encompassing. The Offeror may propose labor rates for labor resource codes not identified in Attachment L-8, Assumptions, provided labor resource codes are consistent with the DOE Environmental Restoration/Waste Management Activities Common Occupational Classification System (COCS), Revision 3, which is posted to the EMCBC HMESC Acquisition website’s Documents Library. Proposed labor rates shall be identified in the ‘Offeror Proposed Labor Rates’ tab and provided in FY 2019 dollars. Offeror proposed labor rates shall be consistent with the terms and conditions of the solicitation, applicable law, including the Wage Rate Requirements in accordance with the HAMTC Bargaining Agreement, Hanford Site Stabilization Agreement (HSSA), Hanford Guards Union (HGU) Bargaining Agreement, and the Service Contract Labor Standards, as applicable.

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

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

Columns within the L-6a, ‘Labor Rate Buildup’ tab may be added or deleted based on the critical subcontractor’s labor rate buildup methodology, as applicable. Critical subcontractor’s market-based benefits or other markups shall be represented by individual columns in the labor rate buildup (e.g., medical benefits and dental benefits shall be represented by separate columns).
b. Fringe – The Offeror shall use a fringe percentage of 42% for all estimated labor. The DOE provided fringe includes Paid Time Off (PTO), payroll taxes, L&I, and Workers’ Compensation. PTO consists of vacation, sick, holiday, site specific paid absences (80 hours of holiday site closure pay, jury duty, family death, and weather closures/releases), and the annual raise effect on the inherited absence liability pool. The PTO rate is in accordance with the HGU and HAMTC agreements and proposed non-represented paid sick and vacation compensation packages. Payroll taxes consist of the employer’s portion of Federal Insurance Contributions Act (FICA), Medicare, Federal Unemployment Tax Act (FUTA), and State Unemployment Tax Act (SUTA) payroll taxes.

c. Other Benefits – Other benefits, which include the Hanford Site Pension Plan, Hanford Site Savings Plan, and Hanford Employee Welfare Trust Medical Benefits are GFCs. The GFCs for these benefits are provided in CLINs 0002, 1002, and 2002. The Offeror’s market-based savings, medical, and other benefits are to be proposed in PWS C.4.12.2 Business Administration within the Infrastructure and Site Services CLINs.

d. Subcontracts – For the proposed subcontractors, the Offeror shall submit the information to the level of detail indicated in Section L, Attachments L-6/L-6a and L-7/L-7a, as well as related instructions within this provision.

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

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

   i. Use Tax – 8.6 percent shall be applied to materials/supplies, taxable subcontracts and taxable equipment only.

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

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

<table>
<thead>
<tr>
<th>FY</th>
<th>FY 20</th>
<th>FY 21</th>
<th>FY 22</th>
<th>FY 23</th>
<th>FY 24</th>
<th>FY 25</th>
<th>FY 26</th>
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<td>0.1995</td>
<td>0.2271</td>
<td>0.2553</td>
</tr>
</tbody>
</table>

   FY = fiscal year

h. General and Administrative (G&A) Costs – The Offeror shall estimate all G&A costs directly within the PWS element where the work is being performed.
Critical Subcontractors: Critical subcontractors are not required to propose G&A costs directly. Proposed G&A rate(s) shall be accompanied by corresponding basis and calculation documentation.

i. 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 every segment of an organization. Offeror 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.

(j) Cost Worksheet Instructions – These instructions apply to Attachments L-6, Cost Detail Worksheets; L-6a, Critical Subcontractor Cost Detail Worksheets; L-7, Cost Summary Worksheets; and L-7a, Critical Subcontractor Cost Summary Worksheets, unless otherwise stipulated in the critical subcontractor specific instructions below.

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

i. Labor Resources – Labor resource codes, descriptions, and rates are provided in the Labor Rates tabs ‘Exempt Labor Base Rates’, ‘Non-Exempt Labor Base Rates’, ‘HAMTC Labor Base Rates’, and ‘Guard Labor Base Rates’. If the Offeror proposes rates other than those provided, the rate proposal must be in accordance with paragraph (i)(5)(a) of these instructions.

Critical Subcontractors: Critical subcontractors shall propose their labor rate buildup. The fully burdened labor rate must be supplied within the ‘Labor Rate Buildup’ tab of Section L, Attachment L-6a, Critical Subcontractor Cost Detail Worksheets, and must be accompanied by the rate basis and supporting documentation.

Columns within the ‘Labor Rate Buildup’ tab may be added or deleted, as applicable, based on the critical subcontractor’s labor rate buildup methodology. Base Rate, fringe (PTO, FICA, Medicare, FUTA, SUTA, and Workers’ Compensation), and critical subcontractor’s market-based benefits (medical and dental) and/or other markups shall be represented by individual columns in the labor rate buildup. All proposed rates shall be accompanied by supporting documentation.

ii. ‘Government Furnished Cost’ tab – The Offeror shall use the GFCs provided in this list. Escalation and B&O tax are provided for each GFC, as applicable.

iii. ‘Estimating Flat File’ tab – Data within the Estimating Flat File shall not include entries for roll-up WBS elements. Offeror and critical subcontractors shall roll up costs as required within the Cost Detail and Cost Summary Worksheets using the raw data from the Estimating Flat File. The Estimating Flat File shall be completed under the following specifications and instructions:

- The ‘Control Position’ column requires a unique identifier for data evaluation. The ‘Control Position’ shall start with one (1) and continue in sequential order for each of the lines of data and shall never repeat.

- Section ‘CLIN Crosswalk’ in the table shall contain Government provided numbers and descriptions in accordance with Attachment J-17. See Attachment J-17, ‘Att. J-17f
Proposal WBS X-walk’ tab in column A titled “HMESC CLINs” and column B titled “HMESC CLIN Description” for complete listings. The Offeror shall not add or subtract in this section.

- CLIN Number and CLIN Description – Offeror shall assign one CLIN Number and CLIN Description for each line of data.

- Period of Performance – Offeror shall assign a ‘Period of Performance’ (Base Period, Option Period 1, or Option Period 2) to each line of data. Only one (1) Period of Performance shall be assigned for each line of data.

- Section ‘PWS Crosswalk’ in the table shall contain Government provided numbers and descriptions in accordance with Attachment J-17, ‘Att. J-17e HMESC PWS X-walk’ tab in column E titled “HMESC PWS” and column F titled “HMESC PWS Description”. See Attachment J-17, ‘Att. J-17b HMESC PWS’ tab for complete listings. The Offeror shall not add or subtract in this section. Offeror shall complete all applicable PWS numbers and descriptions for each line of data.


- Offeror shall assign a ‘Proposal WBS Number’ and its associated ‘Proposal WBS Description’ for each line of data.

- Section ‘Offeror's Estimating Data’ contains the Offeror’s data and shall be filled out according to each column title as follows:

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

  - Column ‘Subcontract Classification’ – Offeror shall provide Classification of contractor performing the work (critical subcontractor or subcontractor), as applicable. Only one (1) Classification may be used for each entry.

  - Column ‘Company’ – Offeror shall provide the Company Name of contractor performing the work for each line of data.

  - Column ‘Resource Type’ – Offeror shall provide the Resource Type (Labor, Material, Subcontractor, Other) for each line of data. See Section L, Attachment L-8, ‘Resource Codes’ tab for a complete listing of Resource Type designations. Only one (1) Resource Type may be used for each entry.

  - Column ‘Resource Class’ – Offeror shall provide the Resource Class associated with the Resource Code represented on each line of data. See Section L, Attachment L-8, ‘Resource Codes’ tab for Resource Class designations. Only one (1) Resource Class may be used for each entry.
- For each line of data with a Resource Class of ‘Labor’, Offeror shall also apply fringe, escalation (as applicable), and B&O tax in accordance with sub-paragraphs L.14 (i)(5)(b), (i)(5)(g), and (i)(5)(f)(ii) of these instructions.

- For each line of data with a Resource Class of ‘Materials’, ‘Taxable Subcontracts’, or ‘Taxable Equipment’, Offeror shall also apply use tax, escalation (as applicable), and B&O tax in accordance with sub-paragraphs L.14 (i)(5)(f)(i), (i)(5)(g), and (i)(5)(f)(ii) of these instructions.

- For each line of data with a Resource Class of ‘Subcontracts’, ‘Equipment’, ‘Government Furnished Cost’, or ‘Other Direct Cost’, Offeror shall also apply escalation (as applicable) and B&O tax in accordance with sub-paragraphs L.14 (i)(5)(g) and (i)(5)(f)(ii) of these instructions.

Critical Subcontractors: Critical subcontractors shall leave this ‘Resource Class’ field blank for each line of data.


- Column ‘Item Description’ – Offeror shall provide an Item Description for the Resource Code represented on each line of data.

- Column ‘Unit of Measure’ – Offeror shall provide the unit of measure for the respective resource.

- Column ‘Labor Base Rate’ – Offeror shall provide the base unit rate, in accordance with the DOE Minimum Average Base Rates, for each respective labor resource.

Critical Subcontractors: Critical subcontractors shall utilize the ‘Critical Subcontractor’s Burdened Labor Rate’, consistent with the critical subcontractor’s labor rates identified in the ‘Labor Rate Buildup’ tab of Section L, Attachment L-6a, Critical Subcontractor Cost Detail Worksheets, in place of the ‘Labor Base Rate’ for each respective labor resource.

- Section ‘Direct Cost Base Year’ – If Offeror’s and/or critical subcontractor’s estimate the static scope utilizing an out-year profile, this section shall contain the base year cost data associated with the static scope. Offeror’s data shall be filled out according to each column title as follows:
  - Base Year Quantity
  - Base Year Labor Hrs Unit Rate
  - Base Year Total Labor Hours
  - Base Year Labor Cost
  - Base Year Fringe Unit Rate
  - Base Year Fringe Cost (Base Year Labor Cost x Base Year Fringe Unit Rate)
- Base Year Total Labor Cost (Base Year Labor Cost + Base Year Fringe Cost)
- Base Year Materials/Supplies Unit Rate
- Base Year Materials/Supplies Cost
- Base Year Equipment Unit Rate
- Base Year Equipment Cost
- Base Year Subcontract Unit Rate
- Base Year Subcontract Cost
- Base Year Other Direct Cost Unit Rate
- Base Year Other Direct Cost
- Base Year Use Tax Unit Rate
- Base Year Use Tax Cost (Base Year Taxable Resource Cost x Base Year Use Tax Unit Rate)
- Base Year Government Furnished Cost
- Total Base Year Direct Cost (Base Year Total Labor Cost + Base Year Material/Supplies Cost + Base Year Equipment Cost + Base Year Subcontract Cost + Base Year Other Direct Cost + Base Year Use Tax Cost + Base Year Government Furnished Costs).

Critical Subcontractors: Critical subcontractors shall provide the pricing basis and calculation used for each critical subcontractor’s markup. For each markup, a column shall be added within each FY in the sequence of how the critical subcontractor’s cost is priced.

- Sections ‘FY 19 Data’ …through ‘FY 29 Data’ shall contain the Offeror’s data and shall contain no blank cells. Offeror shall include a value of “0” for those cells that have no data. Offeror shall not add or delete columns. Offeror’s data shall be completed according to each column title as follows:
  - FY Quantity
  - FY Labor Hrs. Unit Rate
  - FY Total Labor Hours
  - FY Labor Cost
  - FY Fringe Unit Rate
  - FY Fringe Cost (FY Labor Cost x FY Fringe Unit Rate)
  - FY Total Labor Cost (FY Labor Cost + FY Fringe Cost)
  - FY Materials/Supplies Unit Rate
- FY Materials/Supplies Cost
- FY Equipment Unit Rate
- FY Equipment Cost
- FY Subcontract Unit Rate
- FY Subcontract Cost
- FY Other Direct Cost Unit Rate
- FY Other Direct Cost
- FY Use Tax Unit Rate
- FY Use Tax Cost (FY Taxable Resource Cost x FY Use Tax Unit Rate)
- FY Government Furnished Cost
- Total FY Direct Cost (FY Year Total Labor Cost + FY Year Material/Supplies Cost + FY Year Equipment Cost + FY Year Subcontract Cost + FY Year Other Direct Cost + FY Year Use Tax Cost + FY Year Government Furnished Costs)
- FY Escalation Unit Rate
- FY Escalation Cost (Total FY Direct Cost x FY Escalation Unit Rate)
- FY B&O Tax Unit Rate
- FY B&O Tax Cost ((Total FY Direct Cost + FY Escalation Cost) x B&O Tax Unit Rate)
- Total Cost Without Fee (Total FY Direct Cost + FY Escalation Cost + FY B&O Tax Cost)

**Critical Subcontractors:** Critical subcontractors shall provide the pricing basis and calculation used for each critical subcontractor’s markup. For each markup, a column shall be added within each FY in the sequence of how the critical subcontractor’s cost is priced.

- Column ‘Notes’ – The Offeror shall provide the cost basis for each proposed non-labor Resource Code represented on each line of data, excluding GFCs.

iv. ‘Direct Cost Summary’ tab – The Offeror shall provide total direct cost by PWS by Cost Element. Each PWS shall roll cumulatively to the higher tiered PWS level. Proposed costs in the ‘Cost Summary’ worksheet shall reconcile to the values in the ‘Estimating Flat File’ tab in Attachment L-6.

**Critical Subcontractors:** Critical subcontractors may add lines for each markup, as applicable. Supporting documentation shall be provided for each markup included in the proposal pricing.

(2) L-7/L-7a Cost Summary Worksheets.
i. The Offeror shall not provide its own PWS or Proposal WBS structure (including adding to or aggregating PWS or Proposal WBS elements) for this solicitation.


iii. ‘Cost Summary by CLIN’ tab – The Offeror shall provide Total Proposed Cost Without Fee by CLIN by FY, Base Period, and Option Periods.

   *Critical Subcontractors*: Critical subcontractors may add lines for each markup, as applicable. Supporting documentation shall be provided for each markup included in the proposal pricing.

iv. ‘Cost Summary by PWS’ tab – The Offeror shall provide direct costs by PWS and Proposal WBS by FY for the Base Period and Option Periods. The Offeror shall apply escalation and B&O tax to the total direct costs.

v. ‘Cost Summary by Element’ tab – The Offeror shall provide direct costs by cost element for the Base Period and each Option Period. The Offeror shall apply escalation and B&O tax to the total direct costs.

   *Critical Subcontractors*: Critical subcontractors may add lines for each markup, as applicable. Supporting documentation shall be provided for each markup included in the proposal pricing.

vi. ‘Allocation Spreadsheet’ tab – The Offeror shall complete the Allocation Spreadsheet under the following specifications:

   - The Offeror shall fill in the ‘Total Cost Without Fee’ columns for each Proposal WBS by ‘Base Period’, ‘Option 1 Period’, and ‘Option 2 Period’.

vii. ‘Table B-2’ tab – The Offeror shall complete Table B-2, *Total Estimated Contract Cost and Fee by Period of Performance*, under the following specifications (critical subcontractors do not submit a B-2 Table):

   - Cost and Fee amounts shall be provided and split for each CLIN and respective periods of performance as identified in the table.
   - ‘Estimated Cost’ for CLINs (0004, 1004, 2004) are the total sums of the ‘Total Proposed Cost Without Fee’ for ‘Direct (CLINs 0004, 1004, 2004)’ and ‘Self-Consumed UBS (CLINs 0004, 1004, 2004)’ within the ‘Allocation Spreadsheet’ tab for their respective periods of performance.
   - ‘Estimated Cost’ for CLINs (0006, 1006, 2006) is the total of the ‘Total Proposed Cost Without Fee’ for ‘OHC UBS (CLINs 0006, 1006, 2006)’ within the ‘Allocation Spreadsheet’ tab for their respective periods of performance.
• ‘UBS Reimbursement from OHCs’ (offset CLINs 0006, 1006, 2006) shall be the ‘Estimated Cost’ for the respective CLINs entered as a negative value.

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

• ‘Estimated Cost and Fee’ for CLINs (0007, 1007, 2007 and 0008, 1008, 2008) for ‘Years 1-10’ have been prepopulated to reflect the IDIQ maximum ceiling values for inclusion into the ‘Total Estimated Contract Value’.

(k) Historical Cost Reference Data (HCRD) – The HCRD consists of representative historical data relating to selected PWS elements. The document includes a scope description of the work represented by the historical costs. The historical costs reflect activity levels for FY17 on the Hanford Site but may not be representative of future activity (or the Tri-Party Agreement [TPA] 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, the HCRD 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 Safeguards and Security, inclusive of lower levels, is OUO, and is posted to the CUI portion of the document library.

In order to access PWS C.4.3 Safeguards and Security HCRD documents, the interested party shall submit a completed Non-Disclosure for Access to Department of Energy HMESC Solicitation form and be authorized by the PCO. 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 form can be downloaded from the EMCBC HMESC Acquisition website's Request Controlled Unclassified Information tab.

(l) 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.

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

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

(o) The Offeror shall provide the location (address, telephone number, and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address, and telephone number of the cognizant Administrative Contracting Officer and the cognizant federal office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding Volume III, Cost and Fee Proposal. If the Offeror is a joint venture, this data shall be provided for each entity.

(p) Accounting System – The accounting system the Offeror shall utilize is part of the Business Management System (BMS). Refer to Section C regarding the BMS.
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 shall be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective Offeror and assume the contractual obligations of the prospective Offeror;

3. Available lines of credit;

4. State what percentage of the Offeror’s estimated total business a Contract award 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 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.

If the Offeror, to include the members of a teaming arrangement, as defined by FAR 9.601(1), 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 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 an item contained within the solicitation requires the Offeror to modify its current disclosed practices, the Offeror shall provide the areas a change will be required and the suggested document and word changes.

The Offeror and critical subcontractors shall not propose Government Furnished Property for use during the performance of this Contract that is in addition to the Government Furnished Property List provided in the EMCBC HMESC Acquisition website’s Documents Library.

**L.15 DOE-L-2014 Date, Time, and Place Offers are Due (Oct 2015)**

All Offers required by this solicitation are due no later than 4:00 p.m. Eastern Time November 19, 2018. Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.
L.16   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.17   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.18   DOE-L-2020 Small Business Set-Aside Information (Unrestricted)

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

L.19   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:

U.S. Department of Energy
Assistant General Counsel for Procurement and Financial Assistance (GC-61)
1000 Independence Avenue, S.W. Washington, DC 20585
Fax: (202) 586-4546

L.20   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.22 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 SF 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.23 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 defined 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,* 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,* 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,* 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 SF 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,* 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,* 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.24 List of Section L Attachments

Attachment L-1 Performance Guarantee Agreement
Attachment L-2 Key Personnel Standard Resume Format
Attachment L-3 Past Performance Reference Information Form
Attachment L-4 Past Performance Cover Letter and Questionnaire
Attachment L-5 List of Contracts Terminated for Default or Convenience
Attachment L-6 Cost Detail Worksheets
Attachment L-6a Critical Subcontractor Cost Detail Worksheets
Attachment L-7 Cost Summary Worksheets
Attachment L-7a Critical Subcontractor Cost Summary Worksheets
Attachment L-8 Assumptions
Attachment L-9 List of DOE Contracts
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Attachment L-1

Performance Guarantee Agreement

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

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

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

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

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

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

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

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

(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 shall 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:

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 regarding the relevant experience, including leadership and other accomplishments, in performing work scope similar to the work to be performed in their proposed position. 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, specialized training, and certifications that support the individual’s qualifications and suitability for the proposed position: (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).

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.12(c). Page limits for resumes do not include letters of commitment).
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Attachment L-3

Past Performance Reference Information Form

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

<table>
<thead>
<tr>
<th></th>
<th>Past Performance Reference Information Form</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Name and DUNS # of Offeror Submitting Proposal:</strong></td>
</tr>
<tr>
<td>2</td>
<td><strong>Name and DUNS # of Company for which L-3 Form is being submitted:</strong></td>
</tr>
<tr>
<td>3</td>
<td><strong>Name of Reference Contract Client (e.g., Government Agency or Prime Contractor):</strong></td>
</tr>
<tr>
<td>4</td>
<td><strong>Name and DUNS # of Entity Reference Contract Was Awarded To:</strong></td>
</tr>
</tbody>
</table>
| 5 | **Reference Contract Number:**
|   | Reference Contract Title: |
| 6 | **Reference Contract Available in PPIRS (i.e., Yes/No):**
| 7 | **Reference Contract Client Point of Contact:**
|   | *The reference point of contact must include the Contracting Officer (or equivalent), and may also include the Project Director or Contracting Officer’s Representative (or equivalents).*
|   | Name: |
|   | Title: |
|   | Telephone: |
|   | Email: |
|   | Address: |
| 8 | **Reference Contract Period of Performance:** |
| 9 | **Reference Contract Start Date:** |
| 10 | **Reference Contract Completion/Termination Date:** |
| 11 | **Reference Contract Type (e.g., FP, T&M, CPFF, CPIF, CPAF, etc.):** |
| 12 | **Reference Contract Approximate Average Annual Value (separately list fee if cost-type):** |
| 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):** |
| 14 | **Portion (%) of work Company (identified in #2) is proposed to perform on HMESC. Identify the specific PWS WBS sections, at the lowest level of the PWS WBS, and indicate the percentage for each PWS WBS section:** |
### Past Performance Reference Information Form

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>15.</td>
<td>Scope Company (identified in #2) is proposed to perform on HMESC. Identify the specific PWS WBS sections, at the lowest level of the PWS WBS, and discuss the specific areas of scope to be performed:</td>
</tr>
<tr>
<td>16.</td>
<td>Scope Company (identified in #4) performed on Reference Contract (demonstrate relevancy in scope to work company identified in #2 is proposed to perform):</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 (demonstrate relevancy in complexity to work company identified in #2 is proposed to perform):</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) completed within the last five years from the original solicitation issuance date:</td>
</tr>
<tr>
<td>22.</td>
<td>For the Reference Contract, identify any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments (EA) website (<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 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 2.101 and 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></td>
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</table>

<table>
<thead>
<tr>
<th>Contract Number and Title Being Evaluated:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Assessment Period for which Past Performance Questionnaire covers Company’s performance:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Evaluator’s Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Evaluator’s Address:</th>
</tr>
</thead>
<tbody>
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</table>

<table>
<thead>
<tr>
<th>Evaluator’s Phone &amp; Email:</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Evaluator’s Organization:</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Evaluator’s role in the management of the contract*:</th>
</tr>
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<tbody>
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</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**

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

Supporting Narrative:
2. **Schedule Compliance**

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?

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<tbody>
<tr>
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<td>Satisfactory</td>
<td>Marginal</td>
<td>Unsatisfactory</td>
<td>Not Applicable</td>
<td>Do Not Know</td>
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Supporting Narrative:

3. **Cost Control**

How well did the Contractor control its costs?

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<tbody>
<tr>
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<td>Marginal</td>
<td>Unsatisfactory</td>
<td>Not Applicable</td>
<td>Do Not Know</td>
<td></td>
</tr>
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</table>

Supporting Narrative:

4. **Business Relations**

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?

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<td>Satisfactory</td>
<td>Marginal</td>
<td>Unsatisfactory</td>
<td>Not Applicable</td>
<td>Do Not Know</td>
<td></td>
</tr>
</tbody>
</table>

Supporting Narrative:

5. **Management of Key Personnel/Staffing**

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?

<p>| | | | | | | | |</p>
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<td>Satisfactory</td>
<td>Marginal</td>
<td>Unsatisfactory</td>
<td>Not Applicable</td>
<td>Do Not Know</td>
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</table>

Supporting Narrative:
6. **Utilization of Small Business**

How well did the Contractor allocate subcontracting opportunities to small businesses?

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

Supporting Narrative:

7. **Regulatory Compliance**

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.

<table>
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<tr>
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<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>
<td></td>
</tr>
</tbody>
</table>

Supporting Narrative:

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

**Additional Comments:**

_____________________________________________________________________________________
_____________________________________________________________________________________
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Attachment L-5

List of Contracts Terminated for Default or Convenience

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

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

(see separate file)
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Attachment L-6a

Critical Subcontractor Cost Detail Worksheets

*(see separate file)*
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Attachment L-7

Cost Summary Worksheets

*(see separate file)*
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Attachment L-7a

Critical Subcontractor Cost Summary Worksheets

(see separate file)
Attachment L-8

Assumptions

(see separate file)
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Attachment L-9

List of DOE Contracts

Instructions: The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and critical subcontractors shall provide a listing of all DOE prime contracts (including NNSA) currently being performed and/or for contracts that were completed within the last five years from the original solicitation issuance date. If the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or critical subcontractors provide past performance information on predecessor companies that existed prior to any mergers or acquisitions, the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or critical subcontractor shall also provide a list of DOE contracts for the predecessor companies. 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.

<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>