

**SECTION L**

**INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

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### **L.1 PRE-PROPOSAL CONFERENCE AND SITE TOUR**

- (a) A pre-proposal site tour will be offered **TBD**, after the final RFP is released. The site tour will be structured and escorted by DOE representatives. The location of the site tour will be the Idaho National Laboratory (INL) at the U.S. Department of Energy (DOE) Idaho Site. There is a limit of five (5) representatives per Contractor. Registration and additional information regarding the site tour will be posted to:

<https://www.emcbc.doe.gov/SEB/ICPCORE/>

All companies shall submit their requests, including company name, company DUNS code, name of individual, title of individual, citizenship (U.S. citizenship required) and phone number, by the established deadline of **TBD**. A valid form of picture ID and social security number must be provided to security personnel in order to obtain entrance to the site.

- (b) Contractors are urged and expected to inspect the site where the work will be performed and satisfy themselves regarding all general and local conditions that may affect the cost of performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after Contract award.
- (c) Attendance at the site visit is not mandatory. The Government will not reimburse any offeror for expenses related to attendance of this pre-proposal conference and site visit.

### **L.2 ELECTRONIC MEDIA – SOLICITATION, AMENDMENTS AND DISTRIBUTION**

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

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

### **L.3 QUESTIONS ON SOLICITATION**

Questions concerning this solicitation must be submitted via email [jodi.gordon@emcbc.doe.gov](mailto:jodi.gordon@emcbc.doe.gov) and [ori.sehlhorst@emcbc.doe.gov](mailto:ori.sehlhorst@emcbc.doe.gov) by **TBD** to allow a reply to reach all Contractors before the submission of proposals. Any questions received after such time may not be answered and may not be a basis for amending this RFP prior to the date that proposals are due. Each question should clearly specify the RFP area to which it refers. Answers will be made available to the Contractors as soon as practicable via the procurement website:

<https://www.emcbc.doe.gov/SEB/ICPCORE/>

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

**L.4 AVAILABILITY OF REFERENCED DOCUMENTS, DVD, MAPS AND NUCLEAR MATERIALS DATA**

Referenced documents are available for offerors for information and use in connection with preparing an offer and other written proposal information under this RFP will be made available. A current listing of the referenced documents available can be found via the EMCBC ICP Core Acquisition Website at:

<https://www.emcbc.doe.gov/SEB/ICPCORE/>.

**L.5 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL INFORMATION**

- (a) General: Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section, and specific instructions in Sections L.6, L.7, and L.8. To aid in evaluation, the proposal must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. Extraneous, repetitious, or wordy submissions are not desired. All pages of each part must be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number.

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

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

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

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

The term "major or critical subcontractor" as used in this Section L is defined as any proposed subcontractor that is anticipated to perform work with a value of \$100 million or more over the contract period.

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

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

Volume I, The Offer – 1 Original, 5 copies and 5 CD-ROMs

Volume II, Technical Proposal – 1 Original, 10 copies and 5 CD-ROMs

Volume III, Price Proposal - 1 Original, 7copies and 5 CD-ROMs

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

The content in the electronic copy shall be identical to the content of the paper copies. **The written material constitutes the official offer and proposal.** In the event of a conflict, content of the hardcopy of a proposal will take precedence over the CD-ROM or any other electronic submission

- (f) **Page Limitation:** Page limitations apply to the Offeror's Volume II technical proposal. Volume II page limitations are provided below for each factor. The Table of Contents, Title Pages, Glossary, Dividers/Tabs, Blank Pages, Cross Reference Matrix, Schedule, Key Personnel Resumes, and Letters of Commitment do not count towards the Volume II page limitations. Pages exceeding the page count limit will not be read or evaluated and will be removed. No material may be incorporated by reference as a means to circumvent the page limitation. No page limitations apply to Volume I and Volume III.
- (g) **Binding and Labeling:** Each volume shall be separately bound in three-ringed loose-leaf binders. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror's name, the solicitation number, the title of the solicitation, and the copy number (i.e., sequentially number the required copies with the original being labeled "Original").
- (h) **CD-ROMS:** The cover and outside of each CD-ROM must clearly identify the volume to which it relates. Electronic media versions of the proposal files are to be formatted in Adobe Acrobat 7.0 (PDF) or higher. The electronic media versions provided shall be searchable. The CD-ROMs are provided for evaluation convenience only. In the event of a conflict, the written material takes precedence over the CD-ROM text. The Offeror shall submit any supporting spreadsheets or mathematical computation using Microsoft Excel 2007 or 2010. The Offeror's Excel files shall be working versions including formulas and computations. A second electronic file shall be provided in Adobe Acrobat 7.0 (PDF) or higher. The electronic media versions provided shall be searchable.

- (i) Page Description: All pages of each volume shall be appropriately numbered, identify the name of the Offeror, the date of proposal submission, and the solicitation number. The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Any time a page limitation is specified, a page is defined as a single side. All pages of the proposal shall be submitted on 8 1/2" x 11" sheets except for graphs, tables, and spreadsheets. Printing is to be double-sided. Print type used in the text portions of the proposal shall be size 12 and font type shall be Times New Roman. Graphs, tables, diagrams and spreadsheets where necessary must be font size 10 or larger. Foldouts of charts, tables, diagrams, etc. shall not exceed 11 x 17 inches and will be considered as two pages. Foldout pages shall fold entirely within the volume. Foldouts may be used in the Technical Volume for schedules and may be used in the Cost Volume for schedules, large tables, charts, graphs, diagrams and other schematics. Page margins (distance between the edge of the page and the body of the proposal) shall be 1-inch on the top, bottom, left and right sides of the page. Those pages that exceed the limits set forth in this solicitation will not be considered in the evaluation.
- (j) Cover letter: A cover letter shall be provided with each proposal volume as the first page. The cover letter does not count towards any page limitation and shall include the following:
1. The solicitation number;
  2. The name, address, telephone numbers, facsimile numbers, and electronic addresses of the Offeror. The term "Offeror" as used in this Section L refers to the single legal entity submitting the offer which may be a "contractor team arrangement" as that term is defined in FAR 9.601. The Offeror shall be a separate corporate entity established solely to perform the Contract activities consistent with the Section H clause, "Separate Corporate Entity."
  3. Names, titles, telephone numbers, facsimile numbers, and electronic addresses of persons authorized to negotiate (if required) and sign the proposal in connection with this solicitation;
  4. The name, address, telephone number, facsimile number, and electronic address of the individual in the Offeror's organization to be contacted, if necessary, during evaluation of the proposal;
  5. The complete legal name and address of the Offeror and other participants to be used in any resulting contract. Provide Dun and Bradstreet, Inc. (D&B) Data Universal Numbering System (DUNS) number for the Offeror, each team member, and any proposed subcontractor regardless of the dollar amount of work they are proposed to perform since a FOCI determination will be required;
  6. The name, address, telephone numbers, facsimile numbers, and electronic addresses of representatives of the Government agency having administrative cognizance over the Offeror or parent company, as applicable (such as contract administration within the meaning of FAR Subpart 42.3, Contract Administration Office Functions, financial auditing, and equal employment opportunity oversight);

7. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items requested in the solicitation upon which prices are offered at the price set opposite each item;
8. A statement to the effect that the proposal is firm for a period of not less than 360 days; and
9. If Offerors include data in their proposal that they do not want disclosed to the public, or used by the Government except for evaluation purposes shall mark the cover letter with the following legend:

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

- (k) Restriction of Data: Mark each sheet of data that is to be restricted with the following legend: “Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”
- (l) Table of Contents: The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles, and page numbers. Also include a list of all tables and figures.
- (m) Glossary: The Offeror shall incorporate a glossary of all abbreviations and acronyms used for each volume.
- (n) Cross Reference Matrix: The Offeror shall provide a completed Cross Reference Matrix which correlates the proposal by page and section or sub-section number to the Performance Work Statement, (PWS), Section L, and Section M. This cross reference matrix shall be placed in Volume II immediately after the glossary section.
- (o) Classified Information: The Offeror shall not provide classified information in response to this solicitation.
- (p) Point of Contact: The CO is the sole point of contact during the conduct of this procurement.

- (q) Errors or Omissions. The RFP is considered complete and accurate in every detail and adequately describes the Government's requirements. If the Offeror feels any part of the RFP contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and to assure submittal of a complete proposal, the Offeror is cautioned to resolve all questionable areas with the CO.
- (r) Changes to the RFP. No changes to this RFP will be effective unless they are incorporated into the solicitation by a written and signed amendment.
- (s) Information Provided. Any proposals received in response to this solicitation will be reviewed strictly as submitted and in accordance with the evaluation criteria specified in Section M. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the proposal. An Offeror should not assume that because it has had similar contracts with the Federal Government, including the Department of Energy that the evaluators have knowledge of its performance under such contracts and will make assumptions regarding your proposal based on that knowledge.
- (t) Disposition of Proposals. Proposals will not be returned.
- (u) Intention to Propose. Offerors are requested to submit an e-mail Notice of Intent to Propose to the contact stated in Block 10 of the Standard Form (SF) 33, within 15 days of the date of this solicitation. The Notice of Intent to Propose shall contain known Offeror information (e.g., teaming members and subcontractors) and appropriate contact information. Failure to provide this advance notification does not preclude an Offeror from submitting an offer under this solicitation.

**L.6 PROPOSAL PREPARATION INSTRUCTIONS – COVER LETTER AND VOLUME I, OFFER AND OTHER DOCUMENTS**

Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the required work. It also includes required representations and certifications, other statements of the Offeror, and any other administrative information. The signed original(s) of all documents requiring signature by the Offerors shall be contained in the original volume(s).

Volume I, Offer and Other Documents, shall include the following (in the order listed):

- (a) Standard Form (SF) 33. Signed Contract – Solicitation, Offer, and Award (SF 33, page 1 of the solicitation) shall be fully executed and used as the first page of each copy of Volume I, Offer and Other Documents. The SF 33 shall be fully executed by an authorized representative of the Offeror, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects. By signing SF 33, the Offeror agrees to accept the contract (Sections A through J of this solicitation, as amended) as written. Section K will be incorporated by reference in Section H of the resultant contract. Offerors shall also acknowledge all amendments to the solicitation in Block 14 of the SF 33. Sections B through J of the model contract shall not be submitted, except for any required fill-in information. Offerors do not need to submit the complete language from all of the contract clauses in its proposal. Rather, Offerors need only submit those pages in which the Offeror is to complete certain information as a part of its offer. Those specific areas are described in subsequent paragraphs.

- (b) Exceptions and Deviations. Exceptions and/or deviations are not sought and the Government is under no obligation to enter into discussions. However, any exceptions and/or proposed deviations taken to the terms and conditions of the proposed contract shall be identified. The exceptions and proposed deviations should be listed in a logical sequence such as by individual sections of the solicitation. The Offeror shall provide summary and specific cross-references to the full discussion of exceptions or deviations taken in the other proposal volumes. The benefit to the government, if any, shall be explained for each deviation/exception taken.

IF AN OFFEROR PROPOSES EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS OF THE SOLICITATION, THE PROPOSAL MAY BE UNACCEPTABLE FOR AWARD WITHOUT DISCUSSIONS. FURTHER, THE GOVERNMENT MAY MAKE AN AWARD WITHOUT DISCUSSIONS TO ANOTHER OFFEROR THAT DID NOT TAKE EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS;

- (c) Section B. The Offeror shall submit the necessary completed Section B provisions, providing the Section B Contractor Fill-In information for:
- B.2 *CONTRACT COST AND FEE SCHEDULE*,
  - B.3 *CLIN 00001 – FEE TOTALS*,
  - B.4 *CLIN 00001 – COST INCENTIVE, SCHEDULE MILESTONES, ANNUAL MILESTONES AND PERFORMANCE INCENTIVES FEE ALLOCATIONS AND CALCULATIONS*
  - B.6 *CONTRACT PERFORMANCE CEILING*
- (d) List of Key Personnel. A completed Section H clause titled, *Key Personnel*;
- (e) Major or Critical Subcontracts Identification. In accordance with the requirements of Section H Clause entitled, *Major or Critical Subcontracts – Designation and Consent*, the Offeror shall identify any major or critical subcontractor(s) in their proposal in accordance with the definition at Section L.5(c).
- (f) Joint Ventures and/or LLCs and/or Any Other Teaming Arrangements. Offerors that submit a proposal as a Joint Venture and/or LLC and/or any Other Teaming Arrangement shall provide full and complete information on each of the participating members/companies, as well as the proposed organization itself. If the Offeror is a joint venture or an LLC, the Offeror shall describe whether or not the Joint Venture or LLC will be populated or unpopulated.

If the Offeror's proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of performing under a resultant contract, the Offeror shall provide a complete copy of the teaming agreement(s) and operating agreement (if applicable) that describes the business arrangement between the entities. Proposals received from a joint venture, team or LLC must identify the one member/partner that will have a majority interest and be responsible for the Offeror's actions.

The Offeror shall also provide copies or drafts of any applicable mentor/protégé agreements or arrangements, and/or arrangements with major or critical subcontractors. After award, DOE reserves the right to require consent to subcontract(s) for each of the

proposed major or critical subcontractors or participating members/companies in accordance with FAR 52.244-2, Subcontracts (Section I).

- (g) Community Commitment Plan. The Contractor 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, “*Contractor’s Community Commitment Plan*.” The Plan will become part of the resulting contract as Section J, Attachment J-9.
- (h) Small Business Subcontracting Plan.
  1. A completed and acceptable Small Business Subcontracting Plan is required to be submitted in accordance with the Section I, FAR Clause 52.219-9, Small Business Subcontracting Plan, Alternate II, and proposal instructions herein. This plan will become part of the contract as Section J, Attachment J-10 entitled, *Contractor’s Small Business Subcontracting Plan*.
  2. To be considered acceptable, the Offeror’s plan shall address, in adequate detail, each of the eleven elements identified in FAR 52.219-9(d). Failure by a large business Offeror to submit and/or negotiate a subcontracting plan that addresses each of the eleven elements identified in FAR 52.219-9(d) in adequate detail may make the Offeror ineligible for award of a contract.
  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 specific subcontracting goals for various small business categories.
  4. Proposed small business goals shall be the percent of total subcontracted work specified in the Contractor’s Small Business Subcontracting Plan.
- (i) Representations, Certifications, and Other Statements of Offerors. Representations, Certifications, and Other Statements of Offerors (Section K), shall be fully executed by an authorized representative of the Contractor and included as part of Volume I. The most recent copy of the FAR report associated with Contractor’s “Reps & Certs” SAM record shall be submitted within Volume I. DOE will also review and verify the Contractor’s most recent FAR 52.204-8 Annual Representations and Certifications via the System for Award Management (SAM) at <https://www.sam.gov> by downloading a copy of the FAR report associated with Contractor’s “Reps & Certs” SAM record.
- (j) FOCI As a part of completing Section K, the Offeror shall provide in Volume I, the original signed and completed FOCI packet, containing the original SF-328 “Use of Certificate Pertaining to Foreign Interests,” “Summary of FOCI Data Sheet,” and if applicable, “Representative of Foreign Interest Statement.”
- (k) The Offeror’s EVMS documentation required under Section K Provision entitled, *Notice of Earned Value Management System*;

- (l) The Offeror shall submit a current and valid EVMS certification with the proposal. If the Offeror is a newly formed joint venture, LLC, or other similar entity, and does not have a certified EVMS, the certified EVMS system of a parent entity can be substituted if it is proposed to be migrated to the newly formed entity and employed under the contract. In the absence of a certified EVMS, the contractor shall submit an EVMS Certification Plan to DOE with the proposal;
- (m) Organizational Conflicts of Interests. Offeror, teaming or joint venture partners and major or critical subcontractors shall provide a fully executed Section K.5, Organizational Conflicts of Interest Disclosure and any necessary statements required by the provision. The Offeror, including any entity comprising the contractor team arrangement thereof as defined by FAR 9.601 as well as any major subcontractor(s), shall identify in a statement any existing or potential OCI as defined in FAR Part 9.5 “Organizational and Consultant Conflicts of Interest.” If the Offeror believes there is an existing or potential OCI, the Offeror shall submit an appropriate mitigation plan. If the Department identifies an existing or potential OCI, the Offeror shall submit any information requested by the Department, including a mitigation plan.
- (n) Automated Clearing House (ACH) Form. The Offeror shall complete the ACH Form, see Attachment L-1.
- (o) Equal Opportunity Compliance. The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number and the point of contact for EEOC. This information shall be provided for the Offeror, as well as, each joint venture member; members of a newly formed entity, including LLCs, formed for the purpose of performing this Contract, or members of similar entities. Additionally, each first tier subcontractor with a subcontract of \$10 million or more is required to provide the information described above; and
- (p) Section I, Contract Clauses. The Offeror shall complete the following clauses in Section I, if applicable:
  - 5. FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011)
  - 6. FAR 52.223-3, Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (JUL 1995)
  - 7. FAR 52.227-23, Rights to Proposal Data (Technical) (JUN 1987)
  - 8. DEAR 952.227-82, Rights to Proposal Data (APR 1994)

**L.7 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II, TECHNICAL AND MANAGEMENT PROPOSAL**

(a) **General**

Volume II, Technical and Management Proposal shall consist of written information intended to present the Offeror's understanding, capabilities and approach to satisfy the requirements of the RFP. The Contractor shall address those portions of the PWS pertinent to the evaluation criteria specified in Section M. The proposal shall provide straight-forward, concise delineation, and sufficient detail to demonstrate the Contractor's approach to successfully perform the PWS. The proposal shall not merely offer to perform work in accordance with the PWS.

In order that the Technical Proposal may be evaluated strictly on the technical merit of the material submitted, no price/cost information shall be included in the Technical Proposal except for the size descriptions of the work the Offeror, its teaming members, and/or major or critical subcontractors are proposed to perform that are to be provided in the Attachment L-3 Past Performance and Relevant Experience Reference Information Forms.

(b) **Specific Areas to be Addressed**

Volume II, Technical and Management Proposal, shall consist of the following specific components:

- Factor 1: Relevant Past Performance
- Factor 2: Technical and Management Approach
- Factor 3: Key Personnel and Organizational Structure
- Factor 4: Relevant Experience

**(1) Factor 1: Relevant Past Performance** *(The past performance write-up section shall be limited to the Attachment L-3, Past Performance and Relevant Experience Reference Information Form, which is limited to five pages per contract or project; and the Attachment L-5, List of Contracts Terminated for Default or Convenience, no page limit.)*

- (i) The Offeror, including any entity participating in the teaming arrangement thereof, as defined by FAR 9.601, and major or critical subcontractor(s) shall submit past performance information for contracts or projects currently ongoing or completed within the last five (5) years from the date of the solicitation that encompass work similar to the size, scope and complexity of the requirements of the PWS. Size is defined as contract dollar value and duration; Scope is defined as the type of work (e.g. work as identified in the PWS); and Complexity is defined as performance challenges (e.g., types of waste and associated processing through final disposition; handling, storage and transfer of spent nuclear fuel; maintaining and operating aging nuclear facilities; complex regulatory environment; quality assurance requirements such as 10 CFR Part 50 Appendix B, 10 CFR Part 830.120, or their equivalents; relevant RCRA and CERCLA experience; interfaces with multiple site contractors; and management of a multi-disciplined workforce that includes integrated unions performing various and differing aspects of a project; etc.). Work performed for DOE's Office of Environmental Management generally will be considered at least Somewhat Relevant.

Provided past performance information shall be submitted as described below:

- The Offeror, including each entity participating in the teaming arrangement thereof as defined by FAR 9.601, shall submit an Attachment L-3, Past Performance and Relevant

Experience Reference Information Form for three (3) contracts or projects.

- Each of the Offeror's major or critical subcontractor(s), proposed to perform work with a value of \$100 million or more over the contract period (including options), shall submit an Attachment L-3, Past Performance and Relevant Experience Reference Information Form for two (2) contracts or projects.
- The Offeror's subcontractor(s), not performing work with a value of \$100 million or more over the contract period (including options) and not listed in a teaming arrangement, are not required to submit past performance information and any submitted information will not be evaluated.

On Attachment L-3 under item 20, the Offeror, each entity participating in the teaming arrangement, and major or critical subcontractor(s) shall provide the past performance information for each referenced contract regarding any problems they encountered and the corrective actions that they took to resolve those problems. The Attachment L-3, Past Performance and Relevant Experience Reference Information Form, shall be limited to a total of 5 pages per contract or project. The contracts/projects referenced for each entity shall be the same contracts/projects provided for Factor 4 - Relevant Experience below.

- (ii) The Offeror, including any entity participating in the teaming arrangement thereof, as defined by FAR 9.601, and major or critical subcontractor(s) shall forward the Attachment L-4, Past Performance Cover Letter and Questionnaire, to the appropriate point of contact for each contract or project cited on an Attachment L-3 not performed for the DOE Office of Environmental Management (EM) and for which no contractor performance data is available in the Past Performance Information Retrieval System (PPIRS). The point of contact for each contract or project shall complete and forward the questionnaire directly to the Contract Specialist, identified in the Sample Past Performance Letter (Attachment L-4 (Part - A)). The information provided by the point of contact must be sufficient to enable cross-referencing of the questionnaire to the corresponding Attachment L-3, Past Performance and Relevant Experience Reference Information Form, for the contract or project. The Offeror shall be responsible for following up with the point of contact to ensure that the questionnaire has been completed and returned to the DOE Contract Specialist on time. However, DOE receipt of the questionnaires is not subject to the Section L Provision, "52.215-1, Instructions to Offerors – Competitive Acquisition" related to late proposals. Forms not received by the proposal due date may not be considered if consideration will unduly delay evaluations. The Offeror may contact the Contract Specialist at the e-mail provided in this solicitation to confirm the receipt of any questionnaires.
- (iii) The Offeror, including any entity participating in the teaming arrangement thereof, as defined by FAR 9.601, and major or critical subcontractor(s) shall provide Attachment L-5, List of Contracts Terminated for Default or Convenience (partially or completely) within the past 5 years from the date of the solicitation with an explanation for the termination provided for the Offeror or other teaming participant and/or major or critical subcontractor for which Past Performance and Relevant Experience Reference Information Forms are being provided.
- (iv) DOE may obtain Past Performance information through all available sources, including Federal Government electronic databases (e.g. PPIRS), readily available Government records (including pertinent prime contracts), and sources other than those identified by the Contractor.

- (v) As past performance information is source selection information, the Government will only discuss past performance information directly with the prospective prime contractor, team member, or subcontractor that is being reviewed. If there is adverse past performance associated with a proposed contractor's, subcontractor's or team member's past performance, the Offeror can be notified of the existence of the adverse past performance, but no details will be discussed without the subcontractor's or team member's permission.

**(2) Factor 2: Technical and Management Approach** *(The technical and management approach section shall not exceed 40 pages. The Staffing Plan and the Integrated Schedule are not counted as a part of the page limitation.)*

The Contractor shall fully describe its technical approach to achieve the PWS objectives and activities in the following areas:

- CERCLA Remediation;
- Waste Management;
- Liquid Waste Facility Closure; and
- Spent Nuclear Fuel Surveillance, Maintenance and Stabilization

The Contractor shall provide its general technical understanding of the following PWS elements. Sufficient detail shall be included to enable the Government to ascertain the Contractor's comprehension of the scope of work to be performed and how such work will be integrated into the overall effort. However, a detailed technical approach is not required. Therefore, restating the PWS requirements will not adequately demonstrate such understanding.

- EM Facility Infrastructure; and
- Program Management and Support Functions

The Offeror shall describe any technical assumptions used to determine its technical approach and/or support its technical understanding. The Offeror shall describe the facilities and equipment to be used, and any key interfaces with DOE, stakeholders or other external organizations necessary to perform the PWS used to determine its technical approach and/or support its technical understanding. The Offeror's technical approach and technical understanding shall be discussed using the organization of the work set forth in the PWS. The Offeror shall not propose its own WBS structure for this solicitation.

The Offeror shall describe its approach for the consolidation of two prior incumbent contractors' scopes of work and potential future contractor interfaces to ensure efficient, effective performance and safe execution of the PWS throughout the contract period of performance.

The Offeror's approach shall also describe how the various waste types and quantities identified in the PWS (Section C.5.0 and corresponding Section C exhibits) will be processed and stored including transport and final disposition. In addition, the Offeror shall identify specific waste types and quantities anticipated to be generated during the contract period, and describe how it will be processed and stored including transport and final disposition. In addition to a technical description, the Offeror shall also provide a process flow diagram(s) identifying its technical

approach to address each waste stream, including waste anticipated to be generated during the contract period, describing by quantity (cubic meter) each step from retrieval/exhumation through disposal. The Offeror shall provide a flow diagram for the following waste types: CH-TRU (C.5.1 and C.5.2), RH-TRU (C.5.3 and C.5.4), and CH M/LLW (C.5.5) wastes, which includes waste newly generated during processing.

The Offeror shall provide a detailed Staffing Plan that addresses the ability to obtain, retain, and maintain the depth and breadth of qualified staff necessary to accomplish the work in a safe and efficient manner. The Staffing Plan shall describe the Offeror's approach for ensuring that an adequate workforce is available with the appropriate skills and qualifications necessary to safely and effectively accomplish the work over the term of the contract (for the full scope of contract performance, including the transition period and all priced options). The Offeror shall particularly address any ramp-up or ramp-down of employment and the associated impacts to productivity during transition and throughout the contract period. The Offeror shall provide a Staffing Plan for all personnel that reflect the Offeror's proposed skill mix by FTE per each contract year to the level established in the PWS necessary to perform the required services described in the PWS. The Staffing Plan shall be incorporated into any resulting contract in Section J, Attachment J-11.

The Offeror's management approach to contract transition shall describe the process, rationale and planned activities for conducting a safe, orderly transition; minimizing impacts on continuity of operations; identifying key issues that may arise during transition and resolutions; the approach to overcoming barriers; and planned interactions with DOE, the incumbent Contractors, incumbent employees, and other site Contractors. The Offeror shall provide an implementation schedule identifying transition milestones and associated activities. This implementation schedule shall be incorporated into the integrated schedule described in the paragraph below. The Offeror should assume for proposal preparation purposes that the transition period will be three (3) months from written Notice to Proceed before assuming full authority and responsibility for the activities defined in the PWS.

The Offeror shall provide an Integrated Schedule (for the full scope of contract performance, including the transition period and all priced options) consistent with its proposed technical approach that provides specific schedule elements. Within the schedule, the Offeror shall clearly identify key milestones, deliverables, logic ties, predecessor and successor relationships, activity durations, float, and the critical activities to complete the PWS work scope.

**(3) Factor 3: Key Personnel and Organizational Structure** *(The key personnel and organizational structure section shall not exceed ten (10) pages, exclusive of resumes and Letters of Commitment. The Key Personnel Resumes are limited to four pages for each resume)*

A. Key Personnel:

The Offeror shall propose Key Personnel positions and the individuals who will serve in those Key Personnel positions it considers essential to the successful management and execution of the work proposed to be performed under the contract. The Key Personnel positions shall include, at a minimum:

- Program Manager
- ESH&QA Manager
- Business Manager

In addition, the Offeror may propose up to five other key personnel that are critical to the overall performance of the contract. The Offeror shall provide its explanation for the designation of Key Personnel positions relative to how the proposed positions will contribute to the effectiveness of the Offeror's organizational structure and the Offeror's capability to successfully perform the PWS. The explanation for the designation of Key Personnel positions shall include a rationale for the selection of the Key Personnel named by the Offeror. The Offeror shall discuss the proposed Key Personnel authority level and access to corporate resources. The Offeror shall also discuss its approach for retention of Key Personnel.

Upon award, the names of Key Personnel will become part of the Section H Clause entitled, *Key Personnel*.

The Offeror shall provide written resumes using the format in Attachment L-2 for each proposed Key Person in order to describe each Key Person's suitability for the proposed position. Each resume shall include three (3) (and only 3) references. Offerors are advised that the Government may contact any or all references. The DOE reserves the right to use any information received as part of its evaluation of the Key Personnel. Do not provide resumes of non-key personnel. Only one resume may be submitted per key person, and each key person may fill only one Key Personnel position. Each resume shall not exceed four (4) pages in length. Additional pages will not be evaluated. The Key Personnel identified by the Offeror will be subject to the clause in Section I entitled, *DEAR 952.215-70 Key Personnel*.

The Offeror shall provide a signed Letter of Commitment from the proposed key personnel. A signed Letter of Commitment shall be attached to each resume and will be excluded from the page limitation for the resumes. The letter of commitment shall state, as follows:

*"I hereby certify that the resume submitted as part of the proposal is true and correct, and \_\_\_\_\_ (insert name of individual proposed) will accept the proposed position of \_\_\_\_\_ (insert name of proposed position) if \_\_\_\_\_ (insert name of Contractor) receives the award and will perform in the proposed position for a minimum of two years following the contract award date".*

**Failure to propose the three required Key Personnel positions will result in the Offeror's proposal being eliminated from further consideration for award. Additionally, failure to submit a Letter of Commitment and/or to provide resumes in the specified format may result in a lowered rating or the Offeror's proposal being eliminated from further consideration for award.**

**B. Organizational Structure:**

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

- (i) Organizational Chart. The Offeror shall provide an organizational chart graphically depicting the Offeror's proposed internal organization of its personnel positions and employer, including the locations of all proposed key personnel. All major functional areas, which the

Offeror considers essential for the management of the PWS, should be reflected in the organizational chart.

- (ii) Rationale for Organizational Structure. The Offeror shall describe the rationale for the chosen organizational structure including the Offeror's use of subcontracting or teaming arrangements (if any), as defined by FAR 9.601, to accomplish the PWS in accordance with the proposed Technical and Management Approach. The Offeror shall identify the specific business relationship (subcontract, teaming agreement, etc.) between the Offeror and each entity proposed to perform work.
- (iii) Roles and Responsibilities and Lines of Authority.
  - a. The Offeror shall describe the roles and responsibilities for the major functional areas of the organization and the lines of authority between organizational elements. The Offeror shall describe the roles and responsibilities and lines of authority between the Offeror and any teaming partners and subcontractors, including access to key personnel and the approach for monitoring and ensuring teaming partner and/or subcontractor performance.
  - b. Describe how these roles and responsibilities align to the PWS.
- (iv) Interfaces. The Offeror shall describe organizational responsibilities and its approach to interfacing with any outside entities that relate to, or affect, the performance of the work, including the DOE, other DOE prime contractors, regulatory agencies, state and local government, the public and other entities.
- (v) Business Systems: The Offeror shall describe how its organization and business systems support implementation of the Technical and Management Approach proposed and provide control and accountability for contract performance.
- (vi) Subcontractors.
  - a. The Offeror shall describe the rationale for the proposed performance of work by subcontractors as opposed to the Offeror's own employees, including its process to identify distinct subcontracts that can be performance-based and/or performed on a fixed-price subcontracting basis and how these subcontracts will be competed after contract award in a timely and effective manner.
  - b. The Offeror shall describe how the subcontractor's work will be integrated and controlled within the overall work to be performed.
  - c. The Offeror shall describe its approach to achieving its Small Business Subcontracting Plan in performance of the work. The Offeror shall describe how it will establish small business work scopes and how they will be competed after contract award in a timely and effective manner.

**(4) Factor 4 - Relevant Experience** (*The relevant experience write-up shall be limited to the Attachment L-3, Past Performance and Relevant Experience Reference Information Form, which is limited to five pages per contract or project*)

The Offeror, including any entity participating in the teaming arrangement thereof, as defined by FAR 9.601, and the Offeror's major or critical subcontractor(s) shall provide a completed Attachment L-3, Past Performance and Relevant Experience Reference Information Form, for three (3) contracts/projects similar in size, scope and complexity to the functions of the PWS. If the Offeror is a newly formed entity, the Offeror shall provide experience information on three (3) contracts/projects for each parent organization(s) or each member organization. These contracts/projects shall have been completed within the last five (5) years from the date of the solicitation or be currently ongoing. Relevant experience information shall describe the entity's relevant experience on that contract or project performing work similar in size, scope and complexity to the functions of the PWS that the entity is being proposed to perform as identified in Item 16 of the Attachment L-3 form. Size, scope and complexity are defined as follows: size - dollar value and contract duration; scope - type of work (e.g., work as identified in the PWS); and complexity - performance challenges (e.g., types of waste and associated processing through final disposition; handling, storage and transfer of spent nuclear fuel; maintaining and operating aging nuclear facilities; complex regulatory environment; quality assurance requirements such as 10 CFR Part 50 Appendix B, 10 CFR Part 830.120, or their equivalents; relevant RCRA and CERCLA experience; interfaces with multiple site contractors; and management of a multi-disciplined workforce that includes integrated unions performing various and differing aspects of a project; etc.). The nature and scope of the work performed and any factors demonstrating relevancy to successfully completing the requirements of the PWS including any improvements implemented in the performance of the work shall be described. All information provided shall describe, in sufficient detail, the portion of the PWS that will be performed by the Offeror, or entity participating in the teaming arrangement, or major or critical subcontractor (s); and what portion of work the Offeror, or entity, or major or critical subcontractor (s) performed on the referenced contract or project provided for relevant experience.

Information pertaining to Factor 4 – Relevant Experience shall only be provided within Attachment L-3. The Past Performance and Relevant Experience Reference Information Form shall be limited to a total of 5 pages per contract or project. DOE does not want and will not evaluate a summary section highlighting relevant experience that is submitted in addition to Attachment L-3. All information provided under this Factor 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, major or critical subcontractors, and/or teaming participants) under the Offeror's proposed approach. The contracts/projects referenced for each entity shall be the same contracts/projects for which Past Performance information is provided for Factor 1 - Relevant Past Performance above.

## **L.8 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III, COST AND FEE PROPOSAL**

Offerors shall provide proposed cost and fee by providing a completed Section B. The Offeror shall submit a completed Section B by completing the fill-ins located in Section B.2 – Contract Cost and Fee Schedule, Section B.3 – CLIN 00001 – Cost Incentive, Schedule Milestones, Annual Milestones and Performance Incentives Fee Allocations and Calculations, Section B.4 – CLIN 00002 Cost Incentive and Schedule Milestone Fee Allocations and Calculation and Section B.6 Contract Performance Ceiling, in accordance with the instructions in this provision. Offerors shall provide proposed cost and fee by CLIN for all PWS activities included in Section L, Attachment L-6 entitled “Cost Proposal Worksheets.”

Instructions – Cost and Fee Proposal – The Offeror shall prepare its cost proposal in accordance with the following instructions:

- (a) All cost and fee information shall be included in Volume III of the proposal. None of the information contained in Volume III shall be included in any other proposal volumes unless specifically requested in the solicitation.
- (b) All pages in the Volume III Cost Proposal including forms, tables, and exhibits shall be numbered and identified in a volume table of contents. The cost proposal shall be sufficiently complete so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on the cost proposal. Offerors shall complete Section L, Attachment L-6 Cost Proposal Worksheets and L-7 Consolidated Direct Cost Schedules provided in the cost proposal exhibits. Offerors shall fully prepare Attachments L-6 and L-7, at the level of detail indicated in the Attachments and related instructions.  
The Offeror shall use the organization of work set forth in the PWS as the WBS for its cost proposal. The Offeror shall not propose its own WBS structure for this solicitation unless otherwise instructed within these proposal preparation instructions.
- (c) Cost Assumptions – Cost assumptions are being provided to the Offerors which are contained in Attachment L-8 of the solicitation entitled “Cost Assumptions.” The Offerors shall consider and use all of the cost assumptions when preparing the cost proposal.
- (d) For proposal preparation purpose, Offerors shall assume a 90 day Contract Transition Period, with a Transition start date of January 1, 2016. Offerors shall assume full responsibility for the performance of the contract requirements, or contract effective date, of April 1, 2016. Proposed cost shall be on a 12 month Contract Period (CP) from October 1 through September 31 with the exception of the first year. The first contract year shall include the proposed costs from January 1, 2016 through September 30, 2016. The period of performance extends through March 31, 2021. The Offeror shall propose cost for each year and in total corresponding to the costs for performing the PWS.
- (e) The applicable site seniority lists, redacted of Personally Identifiable Information (PII), will be provided to interested Offerors, and will be updated after contract award to the successful Offeror to reflect any changes. For informational purposes, historical direct labor rates for non-union employees and the existing Collective Bargaining Agreements for the incumbent Contractors are available to interested Offerors upon request. This information applies to the Idaho Treatment Group L.L.C. Contract DE- EM-0001467 (ITG DOE Contract), and the CH2M/WG Idaho L.L.C. Contract DOE-AC07-05ID14516 (CWI DOE Contract).
- (f) For proposal preparation purposes, Offerors shall assume a planned funding profile per the Government Fiscal Year (FY) as follows:

CLIN	Contract Period 1 (January 1, 2016 through September 30, 2016)	Contract Period 2 (October 1 2016 through September 30, 2017)	Contract Period 3 (October 1, 2017 through September 30, 2018)	Contract Period 4 (October 1, 2018 through September 30, 2019)	Contract Period 5 (October 1, 2019 through September 30, 2020)	Contract Period 6 (October 1, 2020 through March 31, 2021)	Total
CLIN 00001 – Target ICP- Core DOE Mission Work (including options)	\$154M	\$312M	\$327M	\$288M	\$242M	\$50M	\$1,373M
CLIN 00002 – NNPP-PPF		\$15M	\$15M	\$30M	\$30M		\$90M
CLIN 00003 – NNPP-SNF	\$21M	\$21M	\$17M				\$59M
CLIN 00004 - Transition	\$6M						\$6M
CLIN 00006 – IWTU	\$36M	\$20M					\$56M

The provided funding profile represents the government’s estimate as of the date of the solicitation of future funding. This assumed funding is not a guarantee of available funds; additional funding made available could be used for in-scope work activities. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this assumed funding. Available funds depend on Congressional appropriations and priorities within the DOE. The provided funding profile covers the total estimated cost and fee described in Section B.

(g) Proposed Fee:

CLIN 00001 – The Offeror shall propose up to a ten percent (10%) target fee applied to the proposed costs for all work activities identified as CLIN 00001 work. Additionally, the Offeror shall propose up to a fifteen percent (15%) maximum fee applied to the proposed costs for all work activities identified as CLIN 00001 work. Target and Maximum fee is divided into two areas: (1) cost incentives and (2) schedule and annual milestones, including performance incentives. The computation of the cost incentive is 35% of the target and maximum fee. Schedule and Annual Milestones, including performance incentives is 65% of the target and maximum fee. Schedule and Annual Milestones, including performance incentives fee is subdivided into schedule milestones, annual milestones and performance incentives. Offerors may earn the maximum schedule incentive fee by performing all work by the early date. Offerors may earn the target schedule incentive fee by performing all work by the target date. The Offeror shall provide a separate computation of the proposed fee dollar amounts allocating the dollar amounts between Cost Incentive, Schedule Milestones (SM-1 through SM-6), Annual Milestones (AM-1 through AM-4) and Performance Incentives (PI-1 through PI-4) as described in Section B. The current Schedule Milestones (SM-1 through SM-6), Annual Milestones (AM-1 through AM-4) and Performance Incentives (PI-1 through PI-4) are comprised of the CLIN 00001 Base Work. The fee values for each of these Schedule Milestones, Annual Milestones and Performance Incentives do not include any of the CLIN 00001 options. If the contract is modified and/or

options are exercised under CLIN 00001, the allocation of fee dollar values per B.3 (c) will be determined at that time.

CLIN 00002 - The Offeror shall propose a target fee NTE 10% and a maximum fee NTE 15% of estimated cost. Target and Maximum fee is divided into two areas: (1) cost incentives and (2) schedule milestones. The computation of the cost incentive is 35% of the target and maximum fee. Schedule milestones incentives is 65% of the target and maximum fee. Offerors may earn the maximum schedule incentive fee by performing all work by the early date. Offerors may earn the target schedule incentive fee by performing all work by the target date.

In order to facilitate computation of Section B.2 “Contract Cost and Fee Schedule” table, Section B.3(d) “CLIN 00001 – Cost Incentive, Schedule Milestones, Annual Milestones and Performance Incentives Fee Allocations and Calculations”, and B.4(d) “CLIN 00002 – Cost Incentive and Schedule Milestone Fee Allocations and Calculations”, the Offeror shall use the provided L-9 “Computation of Section B Cost and Fee” worksheet. The spreadsheet requires Offerors to ONLY input the total estimated cost and proposed target and maximum fee percentages (up to the Not to Exceed Percentages). The spreadsheet will compute all of the required fill-ins for the stated Sections above.

CLIN 00003– The Offeror shall propose a fixed fee (NTE 7%) for all work activities associated with PWS C.7.5.3 (NNPP).

CLIN 00004 – The Offeror shall propose no fee for the Contract Transition Period.

CLIN 00005 - The Offeror shall propose no fee for the Defined Pension Benefits.

CLIN 00006 – The Offeror shall propose a fixed fee per unit (NTE \$8.00 per unit or 12% of proposed cost), whereby the unit equates to a gallon of sodium bearing waste treated, for the work activities associated with PWS C.6.1.01 (IWTU Operations an Turnover).

- (h) Proposed Schedule – The Offeror shall provide a resource loaded schedule (utilizing the Oracle’s Primavera P6 Enterprise Project Portfolio Management© software) including key milestones, deliverables, logic ties, predecessor and successor relationships, activity durations, float, and the critical activities to complete the PWS work scope. The electronic version shall be working files and include logic ties. The schedule shall be fully traceable to Volume II, Technical and Management Proposal. For those PWS elements for which DOE provided cost, the schedule shall reflect the provided cost as a resource, consistent with the FY period allocation in Attachment L-8 Cost Assumptions.
- (i) Offeror Proposed Cost:
  - (i.) Joint Venture Partners and Subcontractor over \$100 million – The Offeror’s cost proposal shall identify the scope and proposed costs for all joint venture partners and subcontractors over \$100 million and require the Joint Venture Partners and Subcontractors over \$100 million to provide the detail required in L.8(h)(ii) through (x). For Joint Venture Partners and/or Subcontractors over \$100 million, a cost proposal shall be provided and shall be reconciled to the Offeror’s proposed costs and shall be consistent with the Offeror’s technical proposal. Cost data shall be fully supported. It is acceptable for each Joint Venture Partner and/or subcontractor over \$100 million to submit sealed envelopes containing a separate set

of cost worksheets, Attachment L-6 and L-7, with its proposal for the proposed Joint Venture Partner and/or Subcontractor costs over \$100 million work by the proposal due date.

- (ii.) Basis of Estimate – Provide a Basis of Estimate (BOE) thoroughly documenting all estimates consistent with the Offeror’s Technical and Management Proposal. A BOE description shall be provided corresponding to the PWS’ outlined in Attachment L-6. The detailed narrative description shall include how the proposed cost by cost element were derived, including summary of work scope, source of estimate information, summary statement of site condition (including all major assumptions used in establish the site condition by PWS), supporting rationale, summary of estimating rationale, process and assumptions (including major assumptions used to establish the Offeror’s cost to perform the solicitation requirements), and other related information to provide clarity and understanding of the Offeror’s BOE. Offerors shall clearly indicate for each PWS by cost element (direct labor, indirect rates, direct materials, etc.): (1) what data is existing and verifiable, (2) judgmental factors applied in projection from known source data to the estimate, (3) key assumptions (not in conflict with the PWS), and (4) the basis of each cost element. Offerors shall provide sufficient detail to demonstrate reasonableness and realism. Offerors shall not propose allowances or factors as part of its proposal with the exception of small tools and Fuel, Oil Gas and Maintenance (FOGM), if consistent with the Offeror’s estimating practices and are supportable.

The BOE shall be a standalone document within Volume III, separate from the estimate calculations. Back-up documentation supporting the pricing from the Offeror’s estimating software shall be provided detailing the proposed costs including showing all labor hours by labor category cumulative for the project and by each contract period and quantities and unit pricing for other than direct labor costs cumulative for the project and each contract period (for example, number of units multiplied by unit costs of material).

- (iii.) Cost Element - The cost proposal shall be provided by major cost elements in accordance with FAR Table 15-2: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits, direct labor overhead (if applicable), material, material handling overhead (if applicable), equipment (including capital investments and FOGM), Joint Venture/LLC Member/Other Teaming Arrangement/Major Subcontractor over \$100 million (shall be individually estimated and provided for by major cost elements as described in this paragraph), other subcontract cost, personal protective equipment (PPE), waste characterization (e.g. sampling, analytical costs), waste treatment, waste packaging (including waste container costs), waste transportation, waste disposal, supplies, state and use tax, travel, relocation, other direct costs, and General and Administrative (G&A) costs (if applicable).
- (iv.) Project Support Costs – The cost for Project Support associated with field work activities shall be costed to the PWS/WBS line items where the field work is actually being performed.
- (v.) Additional Details for Other than Direct Labor Costs – The Offeror shall provide a consolidated schedule(s) of non-labor costs (including materials, equipment other direct costs, travel, waste disposal, etc.) which contains descriptions, quantities, unit pricing and total pricing using the templates provided in Section L, Attachment L-7 reconciling to the total proposed amounts for each cost element, as included Section L, Attachment L-6.
- (vi.) Labor Rates - The Offeror shall complete the labor worksheet in the Section L, Attachment L-7, to provide the yearly proposed direct labor rates by labor category for the entire period

of performance reflecting the FY as detailed in Attachment L-6. The Offeror has the ability to propose its own direct labor rates, consistent with the terms and conditions of the solicitation, applicable law, including the Wage Rate Requirements (Construction) (formerly known as the Davis-Bacon Act) and 4(c) of the Service Contract Labor Standards (formerly known as the Service Contract Act), as applicable. However, the proposed labor rates shall not be less than the DOE provided direct labor rates included within this solicitation. The provided direct labor rates reflect paid rates at similar sites with similar work scope, as well as, the Wage Rate Requirements (Construction) (formerly known as the Davis-Bacon Act) and Service Contract Labor Standards (formerly known as the Service Contract Act) rates escalated to April 1, 2016. The DOE provided labor categories are not all inclusive. If the Offeror requires labor categories in addition to the labor categories provided or utilizes other than the provided direct labor rates, the Offeror shall provide the basis of the proposed labor rate(s) and supporting documentation.

For proposal preparation purposes, a full time equivalent (FTE) is defined as 1,800 hours/year. The 1,800 hours/year is based on 2,080 annual hours less 280 hours for vacation, sick, holiday and site specific training.

The Offeror shall specifically identify total compensation including salary/hourly rates for the five most highly compensated individuals proposed for management positions and provide documentation to support the reasonableness of the proposed contractor executive compensation costs for these five most highly compensated individuals in accordance with FAR 31.205-6(b) (2) and (p). In addition, the Offeror shall provide documentation of the current salary of the proposed top Offeror management official under the contract [Program Manager]. For purposes of this cost instruction, 'current salary' is defined as the actual paid salary immediately prior to the Offeror's submission of the proposal. The proposed salary reimbursement of the top offeror employee associated with this contract is limited to the lesser of 10% above the employee's previous salary or 6% above the prior incumbent's reimbursed salary as per DOE Acquisition Letter 2013-04, see: <http://energy.gov/sites/prod/files/AL%20Executive%20Compensation%202013-04%20final.pdf>

The Contracting Officer must receive approval from the Senior Procurement Executive (SPE) of the DOE for that salary reimbursement amount in excess of the percentages mentioned above in accordance with DOE Order 350.1. If the SPE does not approve the proposed salary reimbursement, the amount of reimbursement may be reduced after award.

- (vii.) Direct Labor Hours - The Offeror shall complete Attachment L-7 and shall detail the labor categories and labor hours by PWS. Direct labor hours shall be provided in total for the entire period and by contract period by labor category. For proposal preparation purposes, the Offeror shall not assume any overtime is available.
- (viii.) Waste Processing Cost –In the L-7 Worksheets, Consolidated Direct Cost Schedule (i.e. Waste Retrieval, Waste Exhumation, Waste Characterization/Certification (e.g. sampling, analytical costs), Waste Treatment, Waste Storage and Movement, Waste Packaging (including waste container costs) and Transportation, Waste Disposal Spreadsheets), the Offeror shall provide a cost associated with each major area for each process flow diagram(s) identified in the Offeror's technical approach to waste processing (as requested per Volume II, Factor 2), as well as, a detailed explanation on how waste processing will be handled from start to finish for each waste type.

For CH-TRU (C.5.1 and C.5.2), these costs shall include: Waste Retrieval (C.5.1), Waste Exhumation (C.5.2), Waste Characterization/Certification (e.g. sampling, analytical costs), Waste Treatment, Waste Storage and Movement, Waste Packaging (including waste container costs) and Transportation (e.g. payload assemblies). Transport of TRU waste to WIPP is a Government Furnished Service that is provided by CBFO, therefore there are no Waste Disposal costs. All other costs, including consumables (e.g., removable lid canisters), associated with TRU waste shipments to WIPP shall be included in the Contractor's Target Cost. Each of these costs shall be provided for each contract period and in total.

For RH-TRU (C.5.3 and C.5.4), these costs shall include: Waste Retrieval, Waste Characterization/Certification (e.g. sampling, analytical costs), Waste Treatment, Waste Storage and Movement, Waste Packaging (including waste container costs) and Transportation (e.g. payload assemblies). Transport of TRU waste to WIPP is a Government Furnished Service that is provided by CBFO, therefore there are no Waste Disposal costs. All other costs, including consumables (e.g., removable lid canisters), associated with TRU waste shipments to WIPP shall be included in the Contractor's Target Cost. Each of these costs shall be provided for each contract period and in total.

For CH M/LLW (C.5.5), these costs shall include: Waste Retrieval, Waste Characterization/Certification (e.g. sampling, analytical costs), Waste Treatment, Waste Storage and Movement, Waste Packaging (including waste container costs) and Transportation, and Waste Disposal. All wastes, other than TRU waste (including newly generated waste from the CH and RH processes), shall be addressed under this CH M/LLW element. Each of these costs shall be provided for each contract period and in total.

The BOE associated with the above information shall be fully explained in supporting documentation and shall provide the necessary documentation reconciling the Offeror's technical approach to the waste quantities being dispositioned for each waste type (i.e., the input and output waste quantities [based on the Offeror's technical approach] shall be described).

(ix.) Indirect Rates:

Fringe Benefits – For the workforce eligible for employment under the Work Force Transition and Employee Hiring Preferences (Clause H.3) the Offeror's proposed fringe benefit rates shall be at least fifty-six percent (56%). The fringe benefit rates (whether using the DOE provided fringe rates or those specifically proposed by the Contractor) shall be applied to all labor costs not covered below. The provided fringe benefit rates cover projected labor related indirect costs such as medical, dental, severance, Employee Assistance Program, life insurance, accident/sickness coverage, benefit administration, vision, pension, workers compensation, FICA, FUTA, SUTA and time-off (vacation, sick and holiday). Pension costs and health benefit costs for the Offerors proposed workforce are accounted for using the provided fringe benefit rate. The 56% provided fringe benefit rate does not include the costs paid to the benefits administrator for the defined benefit pension plan and healthcare benefits as specified in Attachment L-8 Cost Assumptions.

The fringe benefit rates for management employees and employees not covered under the Work Force Transition and Employee Hiring Preferences (Clause H.3) shall be separately estimated by the Contractor. The Contractor shall provide sufficient documentation to support

the proposed fringe benefit rates along with an explanation as to how the fringe benefit rate(s) are computed and an explanation of how the pool and base was computed/estimated.

**Indirect Rates Other Than Fringe Benefits** – The Offeror shall provide a detailed estimate for each proposed indirect rate (material handling, labor overhead and G&A, as applicable) for each fiscal year covering the period of performance. The detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base and how each cost element within the allocation pool and allocation base was derived. The Offeror shall provide all related information to provide a clear understanding of the basis of estimate. The Offeror shall compute all of the indirect rates in accordance to their CFY basis and time phase the indirect costs accordingly to each contract period. If the Offeror is proposing a blended indirect rate that is derived from the weighting of other indirect rates, the Offeror shall provide the detailed computations for each of the individual indirect rates is used in the computation of the blended rate by contract period and the methodology of how the blended rate was derived. This data shall be provided for each joint venture partner, if applicable. The Offeror shall provide an explanation as to how the indirect rate(s) are computed and an explanation of how the pool and allocation base was computed/estimated.

The Offeror shall provide a contractually binding statement, as part of the Offer in Volume I, stating the proposed labor overhead and G&A rates (including any and all joint venture partners and Corporate Home Office Allocations) for each contract period are ceiling rates and will extend for the life of this Contract (even if the Offeror does not have the two identified indirect rates).

The Offeror shall provide a detailed explanation of the proposed corporate organizational structure and whether corporate home office allocation is or is not applicable. If a corporate home office allocation is not proposed, the Offeror shall provide a contractually binding statement (including proposed contract language) as part of the offer in Volume I stating the Offeror will not attempt to recover corporate home office costs during the course of the contract.

- (x.) Escalation - The Offeror shall utilize an annual escalation factor of 2.8 percent for both direct labor and other than direct labor costs.
- (xi.) As part of this solicitation (CLIN 00005), the Offeror will be responsible for the payment and administration of the Defined Benefit Pension Plan. The current funding projections for CLIN 00005 are not included in the above funding profile at Section L.8 (f) and are as follows:

<b>CLIN</b>	<b>FY16</b>	<b>FY 17</b>	<b>FY 18</b>	<b>FY 19</b>	<b>FY 20</b>	<b>Total</b>
00005	\$27.4M	\$21.6M	\$20.6M	\$1.3M	\$0	\$70.9M

- (j) Contract Transition Period Cost - For proposal preparation purposes, the Offeror shall assume no facilities or equipment will be provided by the Government during the Contract Transition Period.
- (k) For proposal preparation purposes, Option 00001f cannot start any earlier than Government Fiscal year 2017 and must be completed no later than then end of Government Fiscal Year 2018.
- (l) DOE or its cognizant audit entity may request additional supporting information for purposes of clarification in evaluating cost.
- (m) The Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address and telephone number of the cognizant ACO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost Proposal. If the Offeror is a joint venture, this data must be provided for each entity.
- (n) The Offeror shall submit an explanation of how costs will be recorded and tracked in the proposed accounting system. If the Offeror's proposed accounting system will allocate costs through the use of an indirect costing rate, the indirect rate and an explanation is required to describe costs to be included in each of the indirect cost pools, as well as a description of each allocation base. Additionally, the Offeror shall describe its accounting system and the adequacy of that system for reporting costs against government cost-type contracts. The Offeror shall identify the cognizant government audit agency or any other government agency that has formally approved the accounting system, if applicable. This data must also be provided for each member of the joint venture partners. The government may use this information in making determinations of Offeror responsibility. Offeror's Proposed Accounting System Information – The Offeror (including joint ventures) shall provide one or more of the following:
  - (i.) Provide a copy of the Government approval/determination stating the proposed accounting system is adequate for the identification, accumulation and recording of cost under Government reimbursable type contracts/subcontracts if the approval/determination was issued within the last three years. Also, provide a copy of the most recent accounting system audit report on the proposed accounting system if performed within the last five years and fully describe and explain any material changes made to the proposed accounting system since the time it was reviewed, audited or approved;
  - (ii.) If the accounting system was deemed inadequate, provide the corrective actions that have or will be taken to correct the cited issues, including the implementation time for each action;
  - (iii.) If the proposed accounting system has not been formally approved by the Government within the last three years and/or audited within the last five years, or an audit determined the accounting system to be inadequate, then the Offeror shall state this and provide responses to the "Offeror's Proposed Accounting System Information", incorporated into this RFP as Attachment L-11.

- (o) Responsibility Determination and Financial Capability: FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the Contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this Contract. Information provided by the Offeror shall include, but is not limited to, the following:
- (i.) Financial Statements (audited, if available) and notes to the financial statements for the last three fiscal years);
  - (ii.) The information in subparagraph (i) above for each member of the Offeror team arrangement if a teaming arrangement is used;
  - (iii.) The last annual report for the parent corporation(s). In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective Offeror and assume all contractual obligations of the prospective Offeror; and
  - (iv.) Any available lines of credit.

Using the above information and other information, the government will make a FAR Part 9, Contractor Qualifications responsibility determination of the prospective awardee. The government may request a financial capability review of each Offeror from the DCAA or another audit agency, as part of the government's consideration in making the responsibility determination.

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

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

- (q) The Offeror shall not propose any Government Furnished Property (GFP) for use during the performance of this Contract that is in addition to the list of GFP provided in Section C Exhibit titled "Government Furnished Equipment".
- (r) Waiver of Facilities Capital Cost of Money (FCCOM). The solicitation includes Section I clause titled, FAR 52.215-17, Waiver of Facilities Capital Cost of Money; thus, as a condition of award, the Offeror shall not propose facilities capital cost of money.

## **L.9 AMENDMENT OF THE RFP**

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

terms of this RFP. Receipt of an amendment to the RFP by a Contractor must be acknowledged in accordance with the RFP provision FAR 52.215-1 "Instructions to Contractors - Competitive Acquisition." Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

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

**L.10 PROPOSAL DUE DATE, DELIVERY AND PACKAGE MARKINGS**

All envelopes or packages shall be marked with this notice:

TO BE OPENED BY THE CONTRACTING OFFICER FOR  
RFP NO. DE-SOL-0007097

NOTICE TO RECIPIENT:  
THIS IS A PROPOSAL UNDER RFP DE-SOL-0007097  
THE DATE AND TIME OF RECEIPT IS TO BE  
LOGGED AND MARKED ON THIS PACKAGE

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

FROM:

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

SEND TO:

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

RFP No. DE-SOL-0007097  
Due Date: TBD  
(Attention: Jodi Gordon)

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

Erin Kroger – [erin.kroger@emcbc.doe.gov](mailto:erin.kroger@emcbc.doe.gov) or (513) 246-1368

- (c) If the Contractor transmits its offer by means other than the U.S. Mail, the Contractor assumes the full responsibility of ensuring that the offer is received at the place and by the date and time specified in this RFP. Facsimile offers will not be accepted.

- (d) Hand carried package(s) may only be delivered during the hours of 8:00 a.m. to 4:00 p.m. local time on federal workdays and no later than 3:00 p.m. local time on TBD. Delivery to any location other than that specified herein is unacceptable.

#### **L.11 ELECTRONIC SUBMISSION**

The Offeror's proposal shall be submitted through FedConnect to the DOE STRIPES system. The Offeror shall access FedConnect at: <http://www.compusearch.com/products/fedconnect/vendors>.

#### **L. 12 OFFER ACCEPTANCE PERIOD**

The minimum offer acceptance period is 360 days after the required date for receipt of initial proposals or final proposal revisions, whichever is later.

#### **L. 13 AWARD WITHOUT DISCUSSIONS WITH OFFERORS**

The Government intends to make selection and award based on the initial offer as set forth in FAR 52.215-1. It is particularly important that each Offeror be fully responsive in providing their best offer initially, since there may be no opportunity to expand, clarify or revise proposals at a later date

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

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

#### **L.14 FAR 52.216-1, TYPE OF CONTRACT (APR 1984)**

The Government contemplates an award of a Cost-Plus-Incentive-Fee (CPIF) contract that includes a hybrid fee structure for both CPIF and milestone fee along with a Cost-Plus-Fixed-Fee (CPFF) CLIN resulting from this solicitation.

#### **L.15 PRE-AWARD SURVEY**

DOE may conduct pre-award surveys in accordance with FAR Subpart 9.106, Preaward Surveys, and may solicit from available sources any relevant information including the Offeror's record of past performance. The Government may use this information in making determinations of contractor responsibility.

#### **L.16 EXPENSES RELATED TO OFFEROR SUBMISSION AND COMMITMENT OF PUBLIC FUNDS**

The Contracting Officer (CO) is the only individual who can legally commit the Government to the expenditure of public funds. Any other commitment, either explicit or implied, is invalid. This solicitation does not commit the Government to pay any costs incurred in the preparation or submission of any proposal or offer or to procure or contract for services.

**L.17 ALTERNATIVE PROPOSAL INFORMATION**

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

**L.18 FALSE STATEMENTS**

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements therein is prescribed in 18 United States Code (USC) 1001, Fraud and False Statements.

**L.19 NOTICE OF INTENT - USE OF NON-FEDERAL EVALUATORS AND ADVISORS**

The Government intends to utilize non-federal advisors for evaluating proposals received in response to this solicitation. Such evaluators and/or advisors shall be required to sign Nondisclosure Agreements in accordance with DEAR 915.207-7-(f) (6).

Under the statutes governing Procurement Integrity, non-federal advisors may not disclose any information learned by participating in this acquisition. Any company that employs such an individual, after his or her service as an advisor, cannot lawfully seek procurement-sensitive information, any attempt to do so constitutes a violation of the Procurement Integrity Act, 41 U.S.C. § 423.

**L.20 CONTENT OF RESULTING CONTRACT**

Any contract awarded as a result of this solicitation will contain 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 by reference.

**L.21 CONTACTS REGARDING FUTURE EMPLOYMENT**

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

**L.22 FAR 52.233-2, SERVICE OF PROTEST (SEP 2006)/DEAR 952.233-2 SERVICE OF PROTEST (MAY 2010)**

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

If using U. S. Mail:

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

If using Express Delivery:

Lori Sehlhorst  
Contracting Officer  
U.S. Department of Energy  
250 E. 5<sup>th</sup> 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 Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GS-61), 1000 Independence Avenue, S.W., Washington, DC 20585, FAX: (202) 586-4546.

**L.23 RESERVED**

**L.24 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (AUG 2009)**

(a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to 48 CFR [33.104\(a\)\(3\)\(ii\)](#), implementing section 1065 of Public Law 103- 355. Such request must be in writing and addressed to the Contracting Officer for this procurement.

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

**L.25 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)**

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 48 CFR [933.103](#), elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the Contracting Officer prior to filing a protest.

**L.26 DEAR 970.5223-3 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)**

- (a) Any contract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites.
- (b) By submission of its offer, the officer agrees to provide to the Contracting Officer, within 30 days after notification of selection for award, or award of a contract,

whichever occurs first, pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR part 707. DOE may grant an extension to the notification or implementation period if necessary as per 10 CFR 707.5(g).

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

## **L. 27 NOTICE OF LABOR PROVISIONS**

The offeror should note that this solicitation includes FAR clause 52.222-35, Equal Opportunity for Veterans that requires the listing of employment openings with the state workforce agency job bank or with the local employment service delivery system where the openings occur.

General information regarding the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701, et. seq.) or the Service Contract Act of 1965 (41 U.S.C. 351-358) may be obtained from the Department of Labor, Washington, D.C., 20310, or from any regional office of that agency. Requests for information should include the RFP number, the name and address of the issuing agency, and a description of the supplies or services.

## **L.28 FAR 52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its 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/>  
<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

The following solicitation provisions are incorporated by reference:

### **Table L-28**

<b>Provision No.</b>	<b>FAR/DEAR Reference</b>	<b>Title</b>
L.28a.	FAR 52.211-6	Brand Name or Equal (AUG 1999)
L.28b.	FAR 52.215-1	Instructions to Offerors – Competitive Acquisition (JAN 2004)
L.28c.	FAR 52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort (OCT 2009)
L.28d.	FAR 52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
L.28e.	FAR 52.222-46	Evaluation of Compensation for Professional Employees (FEB 1993)
L.28f.	FAR 52.225-12	Notice of Buy American Requirement – Construction Materials under Trade Agreements (MAY 2014)
L.28g.	FAR 52.237-1	Site Visit (APR 1984)
L.28h.	DEAR 952.219-70	DOE Mentor-Protégé Program (MAY 2000)

**L.29 LIST OF SECTION L ATTACHMENTS**

- Attachment L-1 Automated Clearing House (ACH) Form
- Attachment L-2 Key Personnel Resume Format
- Attachment L-3 Past Performance and Relevant Experience Reference Information Form
- Attachment L-4 Past Performance Cover Letter and Questionnaire
- Attachment L-5 List of Contracts Terminated for Default or Convenience
- Attachment L-6 Cost Proposal Worksheets [PLACEHOLDER]
- Attachment L-7 Consolidated Direct Cost Schedules [PLACEHOLDER]
- Attachment L-8 Cost Assumptions [PLACEHOLDER]
- Attachment L-9 Computation of Section B Cost and Fee [PLACEHOLDER]
- Attachment L-10 Offeror’s Proposed Accounting System Information

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

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

*This Attachment is a PDF file provided separately.*

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

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

**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 availability date forward)

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

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

**Country of Citizenship:**

**Duties and Responsibilities in Proposed Position:**

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

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

**Professional Affiliations, Registrations, Certifications and Licenses:**

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

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

**Three References:**

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

**Letter of Commitment:** (A signed letter of commitment should be attached to each resume - use the letter of commitment format specified for Factor 3 in Section L.7(b). Page limits for resumes do not include letters of commitment.)

**RESUME MUST NOT EXCEED FOUR (4) PAGES IN LENGTH FOR ALL KEY PERSONNEL.**

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**ATTACHMENT L-3 – PAST PERFORMANCE AND RELEVANT EXPERIENCE REFERENCE INFORMATION FORM**

(Completed Form limited to 5 pages per reference contract/project)

1. Name of Offeror Submitting Proposal:	
2. Name of Company for which L-3 Form is being submitted:	
3. Name of Reference Contact Client (e.g. Government Agency or Prime Contractor):	
4. Name of Entity Reference Contract/Project Was Awarded To:	
5. Reference Contract/Project Number:	
6. Reference Contract/Project Client Point of Contact:	Name: Title: Telephone: Address:
7. Indicate if the Company (identified in #2) was a <u>Prime Contractor</u> , <u>Teaming Partner</u> , or <u>Subcontractor</u> for the Reference Contract/Project:	
8. Reference Contract/Project Period of Performance:	
9. Reference Contract/Project Start Date:	
10. Reference Contract/Project Completion/Termination Date:	
11. Reference Contract Type of Contract/Project:	
12. Reference Contract/Project Total Value:	
13. Reference Contract/Project Value Performed To Date (if Contract/Project is still ongoing):	
14. Portion (%) of work, including dollar amount and duration, Company (identified in #2) is proposed to perform on ICP Core Contract:	
15. Portion (%) of work, including dollar amount and duration, Company (identified in #2) performed on reference contract/project:	
16. Scope Company (identified in #2) is proposed to perform on ICP Core Contract. List applicable PWS elements:	
17. Scope Company (identified in #2) performed on reference contract/project:	

18. Complexity Company (identified in #2) is proposed to perform on ICP Core Contract:	
19. Complexity of work Company (identified in #2) performed on referenced contract/project:	
20. Provide information on problems encountered on the contract/projects identified above and corrective actions taken to resolve those problems:	
21. Safety statistics: provide Days Away/Reduced Time (DART) and Total Recordable Case (TRC) rates and hours worked for the Entity (identified in #4) on the referenced contract. Also, provide DART and TRC rates and hours worked for the Entity (identified in #4) on a corporate basis by government fiscal year (FY) for FY 2009-2014.	

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

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

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

**Past Performance Cover Letter for \_\_\_\_\_**

Dear “Client”:

We are currently responding to the Department of Energy (DOE) Request for Proposals No. DE-SOL-0007097 Idaho Cleanup Project (ICP) Core contract at the Idaho National Laboratory at the Idaho Site in Idaho Falls, ID.

The solicitation places significant 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 calendar days.

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

Email Address: [erin.kroger@emcbc.doe.gov](mailto:erin.kroger@emcbc.doe.gov)

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

United States Department of Energy  
Environmental Management Consolidated Business Center  
Office of Contracting, Attn: Ms. Erin Kroger  
250 E 5<sup>th</sup> Street  
Suite 500  
Cincinnati, OH 45202

If mailing, please mark the envelope:

“PROCUREMENT SENSITIVE SOURCE SELECTION INFORMATION - SEE FAR 3.104”

“TO BE OPENED ONLY BY THE CONTRACTING OFFICER”

**PAST PERFORMANCE QUESTIONNAIRE:**

**A. REFERENCED CONTRACT AND CLIENT INFORMATION**

Name of Company Being Evaluated:

Contract Number and Title Being Evaluated:

Evaluator's Name:

Evaluator's Address:

Evaluator's Phone:

Evaluator's Organization:

Evaluator's role in the management of the contract:

**B. RATING SCALE AND DEFINITIONS:**

Rating	Definition	Note
Exceptional	Performance meets contractual requirements and exceeds many to the 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.	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.
Very Good	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.	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.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant problems identified.  Note: The contractor should not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the	To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state

	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.	how it impacted the Client. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Client. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).

**C. ASSESSMENT AREAS:**

**1. Quality of Product or Service**

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

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

Supporting Narrative:

**2. Schedule Compliance**

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

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Not Applicable     Do Not Know

Supporting Narrative:

**3. Cost Control**

Example: How well did the Contractor control its costs?

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Not Applicable     Do Not Know

Supporting Narrative:

**4. Business Relations**

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

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Not Applicable     Do Not Know

Supporting Narrative:

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

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

Exceptional     Very Good     Satisfactory     Marginal     Unsatisfactory     Not Applicable     Do Not Know

Supporting Narrative:

**6. Utilization of Small Business**

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

Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know
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Supporting Narrative:

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

**Additional Comments:**

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

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

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

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**ATTACHMENT L-10 OFFEROR'S PROPOSED ACCOUNTING SYSTEM INFORMATION**

1. Is the accounting system in accordance with generally accepted accounting principles? Please explain.
2. Does the proposed accounting system provide for:
  - a. Proper segregation of direct costs from indirect costs? Please explain.
  - b. Identification of and accumulation of direct costs by contract? Please explain.
  - c. A logical and consistent method for allocation of indirect costs to intermediate and final cost objectives? (a contract is a final cost objective.)? Please explain.
  - d. Accumulation of costs under general ledger control? Please explain.
  - e. A timekeeping system that identifies employees' labor by intermediate or final cost objectives? Please explain.
  - f. A labor distribution system that charges direct and indirect labor to the appropriate cost objectives? Please explain.
  - g. Interim (at least monthly) determination of cost charged to a contract through routine posting of book of accounts? Please explain.
  - h. Exclusion from costs charged to government contracts of amounts which are not allowable in terms of FAR Part 3, Contract Cost Principles and Procedures or other contract provisions? Please explain.
  - i. Identification of costs by contract line item and by units (as if unit or line items were a separate contract) if required by the proposed contract? Please explain.
  - j. Segregation of preproduction costs from production costs (if applicable)? Please explain.
3. Does the proposed Accounting System provide financial information:
  - a. Required by clauses concerning limitation of costs (FAR 52.232-20 and 21) and/or limitation on payments (FAR 52.216-16)? Please explain.
  - b. Required to support request for progress payments? Please explain.
4. Is the proposed accounting system designed, and are the records maintained in such a manner, that adequate, reliable data are developed for use in pricing follow-on acquisitions? Please explain.
5. Is the accounting system currently in full operation? If not, describe which portions are: (1) in operation; (2) set-up, but not yet in operation; (3) anticipated; or (4) nonexistent.