IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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L.3 FAR 52.216-1, TYPE OF CONTRACT (APR 1984)

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

L.4 DOE-L-2017 EXPENSES RELATED TO OFFEROR SUBMISSIONS (OCT 2015)

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

L.5 DOE-L-2022 ALTERNATE BID/PROPOSAL INFORMATION – NONE (OCT 2015)

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

L.6 DOE-L-2024, NOTICE OF INTENT – USE OF NON-FEDERAL EVALUATORS AND ADVISORS (OCT 2015)

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

L.7 DOE-L-2025 INTENTION TO BID/PROPOSE (OCT 2015)

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

L.8 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:

FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
FAR 52.204-7	System for Award Management (Jul 2013)	
FAR 52.204-16	Commercial and Government Entity Code Reporting (Jul 2015)	
FAR 52.215-1	Instructions to Offerors – Competitive Acquisition (Jan 2004)	
FAR 52.215-16	Facilities Capital Cost of Money (Jun 2003)	
FAR 52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort (Oct 2009)	
FAR 52.222-5	Construction Wage Rate Requirements – Secondary Site of the Work (May 2014)	
FAR 52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)	(b) Minority Goal: 45.9%; Female Goal: 6.9% (e) Los Alamos, Los Alamos County, NM
FAR 52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation (Feb 1999)	
FAR 52.222-46	Evaluation of Compensation for Professional Employees (Feb 1993) (*Note*:*The requirement for a Total Compensation Plan is considered to be otherwise satisfied based on compliance with the proposal preparation instructions in this Section.)*	
FAR 52.237-1	Site Visit (Apr 1984)	
DEAR 952.219-70	DOE Mentor-Protégé Program (May 2000)	
DEAR 952.227-84	Notice of Right to Request Patent Waiver (Feb 1998)	
DEAR 952.233-4	Notice of Protest File Availability (Aug 2009)	
DEAR 952.233-5	Agency Protest Review (Sep 1996)	

L.9 OFFER ACCEPTANCE PERIOD

The Offeror's proposal shall be valid for 365 calendar days after the required due date for proposals.

L.10 DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL (OCT 2015) ALTERNATE I AND ALTERNATE II (OCT 2015)

(a) Definitions

(1) Offeror. The term "Offeror," as used in this Section L, refers to the single entity submitting the proposal. The Offeror may be a single corporation or a "contractor team arrangement" as defined in FAR 9.601(1), for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. The Offeror may be an existing or newly formed business entity. If the Offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. For purposes of submitting Past Performance and Experience information, "Offeror" includes, in the case of a contractor "teaming arrangement" (joint venture, LLC, or any other type of teaming arrangement), the members of the Offeror's team, and the parent organization(s) that has(ve) signed the "Performance Guarantee Agreement" required in Section L, Attachment L-1, " (See Volume I instructions regarding any requirement for a performance guarantee agreement.)

(2) Critical subcontractor. A "Critical Subcontractor" is any subcontractor that will perform work that is incorporated into the Offeror's Technical Approach and that the prime Offeror considers critical to enhance its team's technical approach, experience, or ability to meet delivery requirements.

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

(1) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at: https://www.fedconnect.net and through the Federal Business Opportunities website at www.fbo.gov. These electronic mediums will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties are responsible to maintain continual surveillance of the website to remain abreast of the latest available information (Offerors and other interested parties are encouraged to utilize the website's "Notifications" feature). No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

(2) The solicitation, amendments, reference documents, and other communications are also available through the procurement website at https://www.emcbc.doe.gov/SEB/LLCC/ and a reading room for general

documents on DOE programs is available at the following website: http://www.lanl.gov/community-environment/environmental-stewardship/public-reading-room.php. Sensitive information such as Official Use Only (OUO) information will require the Offeror to complete and return a Non-Disclosure Agreement as instructed on the procurement website.

A physical reading room is located at Northern New Mexico Citizens' Advisory Board, 94 Cities of Gold Road, Pojoaque, NM 87506 and is open 8:00am to 4:30pm Mon – Fri. The phone numbers are (800) 218-5942 or (505) 989-1662 and fax is (505) 989-1752.

(c) Submission of proposals.

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

(2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, Solicitation, Offer and Award, in Section A of this solicitation and other provisions of Section L. It is imperative that the Offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded, submitted, and received in their entirety in the FedConnect Responses web portal no later than Tuesday, December 6, 2016, 4pm (Eastern Standard Time). Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the Offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its web site. Subcontractor submissions of proprietary information may include a password protected file to the prime and share the password with the Contracting Officer. The subcontractor proposal must adhere to the proposal due date/time in the solicitation and be submitted by the prime Offeror via FedConnect.

(3) Electronic submission of a proposal via FedConnect shall be considered the Offeror's official offer and will be considered binding.

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

U.S. Department of Energy
Attention: Kimberly Tate, Contracting Officer
Address: 110 Boggs Lane, Suite 450

City/State/Zip: Springdale, OH 45246
Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY. RFP NO. DE-SOL-0008109
E-mail: kimberly.tate@emcbc.doe.gov
Phone: 513-246-0102

Note: Offerors delivering proposals via hand-carry or Express Mail to the above address should arrange for delivery Monday through Thursday between the hours of 7:30am – 5:00pm (EST) and contact the Contracting Officer, Kimberly Tate, via telephone at (513) 246-0102 or email at kimberly.tate@emcbc.doe.gov in advance to advise of the anticipated delivery date and time.

In addition, Offerors shall provide CD-ROMs or DVDs that are clearly labeled with the RFP volume number and provision reference. The CD-ROMs are provided for SEB evaluation convenience only. In the event of a conflict, the hard copy material takes precedence over the CD-ROM text and electronic submission.

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

Proposal Volume – Title	Number of Hard Copy Proposals Required	Number of CD-ROM's/DVD's Required
Volume I – Offer and Other Documents	1 signed original and 1 copy	1
Volume II – Technical and Management Proposal	1 signed original and 8 copies	5
Volume III – Cost and Fee Proposal	1 signed original and 8 copies	5

(d) Solicitation instructions and proposal information.

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

(2) These instructions are not evaluation factors. Evaluation factors are set out in Section M, Evaluation Factors for Award, of this solicitation. However, failure to provide the requested information may make an Offeror ineligible for award or adversely affect the Government's evaluation of an Offeror's proposal. In addition, a proposal may be eliminated from further consideration before the initial rating if the proposal is deficient as to be totally unacceptable on its face or if it does not substantially and materially comply with the proposal preparation instructions of this solicitation. For example, a proposal may be deemed unacceptable if it does not represent a reasonable initial effort to address the

essential requirements of the solicitation, or if it clearly demonstrates that the Offeror does not understand the requirements of the solicitation.

(e) Proposal volumes and page limitations.

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

(i) Volume I, Offer and Other Documents – No page limit.
(ii) Volume II, Technical and Management Proposal. See page limitations identified below for each factor.
(iii) Volume III, Cost and Fee Proposal – No page limit.

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

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

(f) Proposal specifications.

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

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

(3) Page size. Page size shall be 8½ x 11 inches for text pages, excluding foldouts. When 8½ x 11 inch pages contain text on both front and back, this is considered two pages. Any page larger than 8 ½ x 11 will count as two pages except for the schedules provided under Criterion 1, Technical Approach, which shall not exceed 11 x 17 and will be counted as 1 page. Page size for foldouts shall not exceed 11 x 17 inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages shall fold entirely within the volume in which it appears. When 11 x 17 inch pages are used, this is considered two pages; if tables and graphics are on both front and back, this is considered four pages. Tables of Contents, Lists of Figures, dividers, tabs, or

similar inserts that do not provide any substantive information are not counted as a page. Use of 11 x 17 binders for the Cost Volume is permitted.

4) Print type. Text shall be 12 point or larger, single-spaced, using Times New Roman font type. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 10 point or larger using Times New Roman font type. If using Primavera for the Integrated Schedule, Arial 8 font may be used for the Integrated Schedule/Gantt Chart ONLY. Two columns of text per page and use of bold face type are acceptable. Print type used in completing forms attached to this Request for Proposal (RFP) as Microsoft® (MS) Word®, Access®, or Excel® documents should not be changed from the styles used in the attachments.

(5) Page margins. Page margins for text pages and foldouts shall be a minimum of one inch at the top, bottom, and each side. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the Offeror; page number (Volume II shall be sequentially numbered by volume and by individual sections); and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition. This is the only information that can be displayed within the margins.

(6) Reserved.

(7) File format. Files submitted shall be in readable and searchable using Microsoft® (MS) Word®, Excel® (Version 2010 or higher) including working formulas and computations , and/or Adobe portable document format (PDF) (must be in a searchable format, not scanned) except the following specific Volume III files:

- The proposal schedule shall be submitted as a Primavera P6., “XER” file type.
- The L-6 and L-7 Worksheets shall be submitted in both Excel and PDF.
- Electronic copies of financial statements and Annual Reports shall be submitted in Adobe portable document format (PDF files are required).
- Any proprietary software provided shall be in the native format.

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

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

(g) Classified Information. The Offeror shall not provide any classified information in response to this solicitation unless specifically required to do so in other parts of this solicitation.

(h) Questions.

(1) Questions regarding this solicitation must be submitted to LLCC@emcbc.doe.gov no later than 28 calendar days prior to the proposal due date. If DOE has not acknowledged receipt of submitted questions within three (3) business days, the Offeror may contact the Contracting Officer to confirm receipt of questions. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on the procurement website as soon as practicable. DOE will make every effort to have all questions answered at least two weeks before the proposal submission date. The Government will not identify prospective Offerors submitting questions. Offerors must check the procurement website periodically to ascertain the status of answers to questions.

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

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

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

(k) Commitment of Public Funds. The Contracting Officer is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.

(l) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: Part I – The Schedule; Part II – Contract Clauses; Part III, Section J – List of Documents, Exhibits and Other Attachments; and Part IV, Section K – Representations, Certifications, and Other Statements of Offerors. Section K will be incorporated into the Contract by reference.

L.11 DOE-L-2002 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME I – OFFER AND OTHER DOCUMENTS – ALTERNATE II, ALTERNATE III, ALTERNATE IV, ALTERNATE V, AND ALTERNATIVE VI (OCT 2015)

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

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

1) Section B:
   (i) B.2-2, Contract Cost and Fee

2) Section H:
   (i) H.24, DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (OCT 2014)
   (ii) H.43, DOE-H-2052 Representations, Certifications, and Other Statements of the Offeror– Alternate I (OCT 2014)
   (iii) H.47, DOE-H-2058 Designation And Consent Of Critical Subcontracts (OCT 2014)
   (iv) H.57, DOE-H-2070 Key Personnel – Alternate I (OCT 2014)

3) Section I:
   (i) I.44, FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014)
   (ii) I.80, FAR 52.223-3, Hazardous Material Identification and Material Safety Data (JAN 1997) – Alternate I (JUL 1995)
   (iii) I.106, FAR 52.227-23, Rights to Proposal Data (Technical) (JUN 1987)
   (iv) I.187, DEAR 952.227-82, Rights to Proposal Data (APR 1994)

(c) Standard Form 33, Solicitation, Offer And Award – One signed originals of the Standard Form (SF) 33 must be provided in addition to a copy for each set of the Volume I.

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

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

(3) The Offeror shall insert 365 calendar days in block 12 of the SF 33 in accordance with the L.9 provision above.

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

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

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

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

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

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

(e) Subcontractors and Other Entities.

(1) Name, address, and DUNS number for all proposed critical subcontractors.

(2) If the Offeror is a joint venture, limited liability company, limited liability partnership or other similar entity (multi-member, shared ownership) provide –

(i) Name, address, and DUNS of the parent or member company(ies) of the Offeror - joint venture members, limited liability company members, limited liability partnership members, etc.; and

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

(f) Representations and certifications.

(1) If the Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any critical subcontractor(s), has completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8, Annual Representations and Certifications and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the Offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the Offeror shall submit those changes in accordance with FAR 52.204-8. The Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any critical subcontractor(s), shall also complete any additional representations, certifications or other statements

required in this solicitation's Section K, Representations, certifications, and other statements of the Offeror.

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

(g) Exceptions and deviations.

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

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

(h) Facility clearance verification (Revised).

The Offeror shall submit the following for the Offeror, subcontractors (if applicable), and team members who will perform work under a contract resulting from this solicitation and require access authorizations (see L.12, DEAR 952.204-73): 1) your DOE Facility Clearance code or your Department of Defense (DOD) assigned Commercial and Government Entity (CAGE) code; (2) the date the Offeror's, subcontractor's (if applicable) and/or teaming partner's completed Standard Form 328 was submitted, and (3) the date of the Contracting Officer's affirmative FOCI determination. If the Offeror, or any of its subcontractors (if applicable) or team members, do not possess such a CAGE code or DOE/NRC facility clearance number, the Offeror, subcontractor (if applicable), and /or team member shall submit FOCI information in accordance with the provision entitled, DEAR 952.204-73, Facility Clearance found elsewhere in this Section L. Further information is available at https://foci.anl.gov/.

All Offerors, their subcontractors (if applicable) or team members, that do not possess a CAGE code or DOE/NRC facility clearance number, shall complete the required entries into the DOE FOCI Electronic Submission System (ESS) located at https://foci.anl.gov/. Use of the DOE FOCI ESS is mandatory for all Offerors,

subcontractors (if applicable), and/or team members that do not possess a facility clearance.

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

(i) Performance guarantee agreement. The Offeror shall provide the Performance Guarantee Agreement in accordance with the clause DOE-H-2016, Performance Guarantee Agreement. See Section J, Attachment J-21, Performance Guarantee Agreement, for form and text of the required Performance Guarantee Agreement.

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

(k) Small business subcontracting plan.

(1) The Offeror shall provide its Small Business Subcontracting Plan in accordance with the clause at FAR 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-19, 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 minimum goals for each small business category as follows:

- Small businesses: 65%, including the following distinct subsets within the 65% goal:
  - Service-disabled veteran-owned small businesses: 3%
  - HUBZone small businesses: 3%
  - Small disadvantaged businesses: 5%
  - Women-owned small businesses: 5%

(4) Proposed small business goals shall be the percent of total subcontracted work specified in the Offeror's Small Business Subcontracting Plan. Amounts

proposed for subcontracting base and small business participation shall comply with the limitations of the Section H Clause entitled, Subcontracted Work.

(l) Community commitment plan. The Offeror shall provide a Community Commitment Plan that demonstrates meaningful partnership with the community and support of sustainable economic use of the site. See the Section H Clause entitled, DOE-H-2045 Contractor Community Commitment. The Plan will become part of the resulting Contract as Section J, Attachment J-15.

(m) Organizational conflicts of interest. The Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any critical subcontractor(s), shall provide a fully executed Section K.8, Organizational Conflicts of Interest Disclosure and any necessary statements required by the provision. If the Offeror believes there is an existing or potential OCI, the Offeror shall submit an appropriate draft mitigation plan. If the Department identifies an existing or potential OCI, the Offeror shall submit any information requested by the Department, including a draft mitigation plan.

(n) 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, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any named subcontractor(s).

(o) The Offeror's EVMS documentation required under Section K Provision entitled, Notice of Earned Value Management System.

L.12 DEAR 952.204-73 FACILITY CLEARANCE (MAR 2011) (Revised)

NOTICES

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

Offerors who have either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership information unless specifically requested to do so. Instead, provide your DOE Facility Clearance code or your DOD assigned commercial and Government entity (CAGE) code. If uncertain, consult the office which issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, Standard Form 328

(1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the Offeror must submit a Certificate Pertaining to Foreign Interests, Standard Form 328, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package. Contractors are encouraged to submit this information through the use of the online tool at https://foci.anl.gov. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

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

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

(b) Definitions

(1) Foreign Interest means any of the following—

(i) A foreign government, foreign government agency, or representative of a foreign government;

(ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and

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

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

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

(1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;

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

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

(4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;

(5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;

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

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

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

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

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

NOTICE TO OFFERORS—CONTENTS REVIEW
(PLEASE REVIEW BEFORE SUBMITTING)

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

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

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

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

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

(5) A summary FOCI data sheet.

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

L.13 DOE-L-2003 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL AND MANAGEMENT PROPOSAL – GENERAL (OCT 2015)

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

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

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

(d) The Offeror shall only identify critical subcontractors in Volume II.

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

L.14 DOE-L-2004 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL APPROACH (OCT 2015)

(*Volume II, Technical Approach shall not exceed 65 pages, excluding the Waste Process Flow Diagram(s) and the Integrated Schedule.)*

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

The Offeror shall fully describe its capability, understanding, and technical approach to achieve the PWS objectives and activities (for the full scope of contract performance, including the option periods) in the areas of Contract Transition; Contact-Handled Transuranic Waste Disposition; and Surface Water, Groundwater, and RCRA Remediation.

The Offeror shall describe its approach to Contract Transition including the process, rationale and planned activities and milestones necessary for conducting a safe, orderly transition; minimizing impacts on continuity of operations; identifying key issues that may arise during transition and their associated resolutions; and planned

interactions with DOE, the incumbent contractor, incumbent employees and other site contractors.

The Offeror shall describe any technical assumptions including the facilities and equipment to be used and any key interfaces with DOE, stakeholders, or other external organizations to demonstrate the viability of its technical approach and/or to support its technical understanding.

The Offeror shall provide its general technical understanding of the activities that fall under Program Management and General Requirements (PWS C.3) in sufficient detail to enable the Government to ascertain the Offeror's comprehension of these activities and how they will be integrated into the overall effort. A detailed technical approach is not required; however, restating the PWS requirements will not adequately demonstrate such understanding.

The Offeror shall describe its technical approach for compliantly characterizing, processing, storing, transporting, and disposition of each waste type (e.g., M/LLW, LLW, CH-TRU, hazardous and universal wastes).

The Offeror's technical approach for the CH-TRU (C.4) and its associated M/LLW waste programs shall include an accompanying waste process flow diagram(s) identifying each step from retrieval/exhumation through processing and disposal for the waste inventory in Section J, Attachment J-17, Waste Stream Quantities and Details. For the CH-TRU, the flow diagram shall detail the specific steps necessary for meeting the Waste Acceptance Criteria (WAC) for the disposition of each waste type including retrieval (both intact and breached boxes/drums), characterization, repackaging, processing, sorting and/or reduction (due to void space). The Offeror shall identify opportunities to optimize (e.g., re-characterize to a different waste class) the disposition of waste quantities by waste type to illustrate an understanding of the technical requirements.

The Offeror shall provide an Integrated Schedule for the full scope of contract performance, including the Contract Transition Period, the Base Period, Option Period 1, and Option Period 2 except for the IDIQ CLINs, 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 between activities, activity durations, float, and the critical activities to complete the PWS.

The Offeror shall describe its campaign approaches in terms of integrated schedules and coordination of work scope to demonstrate compliance with Appendices B and C of the State of New Mexico Environment Department Compliance Order on Consent U.S. Department of Energy, Los Alamos National Laboratory, dated June 24, 2016.

The Offeror shall identify the three most significant technical risks to successful performance of the PWS; the Offeror shall describe its rationale for the identified risks and their potential impacts; and the Offeror shall describe its approach to eliminating, avoiding, or mitigating the three most significant risks.

The Offeror shall describe its approach to meet the requirement to subcontract at least 35% of the Total Estimated Cost of the contract (exclusive of contract fee and

the maximum value of the IDIQ CLINs) in a timely and effective manner. In addition, the Offeror shall describe its process to identify meaningful work scope (as defined in H.63, Subcontracted Work) that can be performance-based and performed by small business subcontractors selected competitively post-award. The Offeror shall describe its approach to maximizing the use of fixed price subcontracts and for determining their suitability. The use of cost-type, time-and-materials, and labor-hour subcontracts shall be minimized. The Offeror shall describe its subcontracting approach, including its decision process regarding use of subcontractors, and approach for managing subcontractors.

The Offeror shall describe its proposed plan for applying project management and strategic planning systems and/or processes to define, plan, integrate, and administer the activities required under the contract. In addition, the Offeror shall describe how these systems and/or processes will be used effectively to assess performance and address performance issues including those associated with technical, cost, and schedule. The Offeror shall address how its systems and/or processes will be applied in the following areas: PWS elements; Critical path schedule and resource-loaded schedule; performance measurement baseline; baseline change control and integration with contract change control; configuration management; earned value management; variance analysis; use and control of management reserve; resource leveling; and indirect cost management.

L.15 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – KEY PERSONNEL AND ORGANIZATION

(The Key Personnel and Organization section shall not exceed 20 pages, exclusive of resumes and letters of commitment. The key personnel resumes are limited to four pages for each resume.)

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

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

The required key personnel positions include Program Manager (same individual as per the requirements of Section G.3), Environmental Remediation Program Manager, CH-TRU Program Manager, and ES&H Program 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 confirm the availability of all key personnel as being assigned to the contract full-time and physically located on-site

It is recognized that the functions of key personnel will be dependent on the organizational structure of the individual Offeror and the manner in which the Offeror proposes to perform the work. The Offeror shall provide resumes only for the key personnel designated.

(1) The Offeror shall provide why the additional proposed key personnel positions are essential to the successful performance of the contract relative to the Offeror's approach to the management and execution of the work.

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

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

(b) Resume.

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

(i) Education. Education, training, certifications, and licenses.

(ii) Experience. Relevant experience on work of similar scope, size, and complexity to that required under the contract: similar scope, size, and complexity are defined as follows: scope – type of work; size – dollar value and contract duration; and complexity – performance challenges, leadership roles, and risk.

(iii) Demonstrated Performance. Record of past success and accomplishments, to include leadership in performing work of similar scope, size, and complexity to that required for his/her proposed position.

(2) By submission of each resume, the key person and Offeror authorize DOE to contact any references and previous employers to verify the accuracy of information provided in the resume and to assess each individual's suitability for the proposed position.

(c) Letter of commitment.

A letter of commitment shall be submitted for each individual proposed as a key person. Each key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the effective date of the contract for a period of time commensurate with the functional position as defined in H.57, DOE-H-2070, Key Personnel – Alternate I.

The letter of commitment shall state, as follows:

"I hereby certify that the resume submitted as part of the proposal is true and correct, and _____ (insert name of individual proposed) will accept the proposed position of _____ (insert name of proposed position) if _____ (insert name of Offeror) receives the award and will perform in the proposed position for minimum of two years beginning on the effective date of the contract."

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

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

(1) Oral presentation – key personnel.

DOE will conduct an oral presentation session with each Offeror's proposed key personnel. The purpose of the oral presentation is for the Offeror's proposed key personnel team to demonstrate the effective completion of a problem-solving exercise. The oral presentation will be evaluated in accordance with Section M.

All of the Offeror's proposed key personnel shall participate in the oral presentation. Each key person shall be physically present and actively participate during the oral presentation. No substitutions will be allowed to participate in lieu of the named, proposed key personnel. No other personnel representing the Offeror will be allowed to attend.

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

(2) Oral interview – Program Manager. DOE will conduct an oral interview with each Offeror's proposed Program Manager for the purpose of determining the qualifications and suitability, including leadership capability for the proposed position. The interview will be evaluated in accordance with Section M.

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

(3) Logistics.

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

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

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

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

(5) Oral presentation and interview agenda.

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

Tentative Interview and Oral Presentation Agenda:

Segment	Time Duration	Description
Government introductions and instructions	10 minutes	The Contracting Officer will provide logistical information and instructions.
Offeror Introductions	15 minutes	Opening remarks by Offeror's proposed Contractor Program Manager and introduction of Key Personnel
Break	5 minutes	
Oral Presentation: DOE provides problem statement to Offeror	5 minutes	CO will read instructions and then provide written scenario to the Offeror. An identical problem statement will be provided to each Offeror.
Oral Presentation: Offeror preparation of response to problem statement	90 minutes	The Offeror shall read the problem scenario and prepare a response to the problem statement. DOE will observe the Offeror during preparation of its response but will not

		respond to any Offeror questions or statements.
Break	10 minutes	The Offeror may not continue to work on the response during this time.
Oral Presentation: Offeror presentation of response to DOE	45 minutes	The Offeror shall present its problem response to DOE. DOE will not respond to any Offeror questions or statements during the Offeror's oral presentation.
Break	10 minutes	All Key Personnel except the Contractor Program Manger need to exit for the interview.
Oral Interview: DOE interview of the Offeror's Program Manager	60 minutes	DOE will conduct an interview with the proposed Program Manager. An identical set of questions will be asked of each Offeror's Program Manager interviewed. The interview will be conducted using a question and answer format. Questions to be used in the interview will not be provided to the Offeror in advance.

(6) Limitations of oral interviews and oral presentation. The oral interviews and oral presentation will not –

(i) Constitute a part of the offer (Volume I of the proposal) or be incorporated into any contract resulting from this solicitation;

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

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

(e) Organization.

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

(2) Rationale for organizational structure. The Offeror shall describe the rationale for the proposed organizational structure in relation to the work to be performed and how the organizational structure will contribute to the successful accomplishment of the work in accordance with the proposed

technical approach. The Offeror shall describe how the organizational structure correlates to the Performance Work Statement, any applicable work breakdown structure, and the Offeror's approach to execute the work. If critical subcontractors or other performing entities are proposed, address how their performance will be integrated with the Offeror's organizational structure.

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

(4) Communication and interface. The Offeror shall describe its approach to communication and interface with internal organizations, critical subcontractors and other performing entities, and outside entities, including DOE, other DOE contractors and subcontractors, regulatory agencies, state and local governments, the public, and other entities. See Section J Attachment J-6, Interfaces with NNSA Managing and Operating Contractor Systems and Services and Section J, Attachment J-7, Interfaces with Other Contractors.

(5) Offeror entity. If the Offeror is a limited liability company (LLC), joint venture or other similar entity, it shall describe how it will operate its multi-member and/or shared ownership. The Offeror shall describe who will employ the Offeror's general workforce, e.g., Offeror, parent, or team member companies, and how that workforce will be managed.

(6) Subcontractors and other performing entities. Identify any proposed critical subcontractor(s) or other performing entities, including members in an LLC, joint venture, or other members of a teaming arrangement , and the specific work proposed to be performed by each. The Offeror shall identify the specific business relationship (subcontract, teaming agreement, etc.) for each entity proposed to perform work. The Offeror shall describe the rationale for the proposed performance of work by the identified subcontractors, as opposed to the Offeror's own employees. The Offeror shall describe how each performing entities' work will be integrated and controlled within the overall work to be performed.

(7) Corporate governance. The Offeror shall provide a clear and effective approach of its corporate governance approach to provide oversight of the Offeror's performance of the contract and help ensure successful performance of the contract. The Offeror shall describe how performance will be monitored and issues resolved. The Offeror shall describe how governance and resolution of issues will be handled when multi-member, shared ownership entities are involved. The Offeror shall provide an organizational chart depicting the linkage(s) between the Offeror and the parent organization(s).

(f) Workforce recruitment and retention. The Offeror shall describe its approach for ensuring that an adequate workforce is available with the appropriate skills and qualifications necessary to safely and effectively accomplish the work over the term of the contract. The proposal shall address the following:

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

(2) The source of personnel – Offeror's existing employees, subcontractors' existing employees, new hires, other sources, etc.

(g) Full-time equivalent employees. The Offeror shall identify the number of proposed full-time equivalent (FTE) employees, by organizational elements, separated by (1) management and supervision and (2) labor disciplines by skill mix consistent with the proposed technical approach provide in *Factor 1, Technical Approach*, for each contract year (including option periods) necessary to perform the required services described in the PWS. The Offeror shall provide the rationale for the FTEs for each organizational element and ensure consistency between FTE data provided in this Volume II of the proposal and the Volume III proposal related to cost or price.

L.16 DOE-L-2009 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – EXPERIENCE (OCT 2015)

(The Experience section shall be limited to the Attachment L-3, Past Performance and Experience Reference Information Form, which is limited to 5 pages per contract or project. Only one completed Attachment L-3, Past Performance and Experience Reference Information Form shall be submitted for each contract or project to support both the Experience and Past Performance factors.)

Offerors shall include the following information in the Volume II - Technical and Management Proposal related to the Offeror's experience:

(a) Offeror experience. The Offeror, to include all members of a teaming arrangement, shall describe its recent, relevant experience in performing work similar in scope, size, and complexity to that described in the Performance Work Statement. Recent experience is defined as currently being performed for at least twelve months prior to the proposal due date and/or for contracts that were completed within the last ten years from the date proposals are due. Similar scope, size, and complexity are defined as follows: scope – type of work (e.g., work as identified in the PWS); size – dollar value and contract duration; and complexity – performance challenges and risk (e.g. managing hazard categorization level 2 and 3 nuclear facilities or commercial equivalent; managing a multi-disciplined work force; management of complex change control processes; various waste types (e.g., M/LLW, LLW, CH-TRU, hazardous and universal wastes) and retrievals, processing, and disposition; complex regulatory interfaces; complex intergovernmental and stakeholder

interfaces; and Federal nuclear safety requirements or commercial equivalent). In describing relevant experience, Offerors shall describe the outcomes of specific work experiences (e.g., level to which contract requirements and objectives were met).

(b) Subcontractor and other entity experience. In addition to the Offeror's recent, relevant experience, the Offeror shall describe the recent, relevant experience of any proposed critical subcontractors as defined in Section L.10(a)(2). The proposal shall only include experience information for critical subcontractors. The Offeror shall describe the relevant experience - similar in scope size, and complexity - in relation to that portion of the work proposed to be performed by the critical subcontractor. Other entities may include, for example, members of a limited liability company (LLC) or joint venture, an affiliate of the Offeror, or other teaming partner. In describing relevant experience, critical subcontractors shall describe the outcomes of specific work experiences, e.g., level to which contract requirements and objectives were met.

(c) Work to be performed. The experience provided for the Offeror, critical subcontractors, or other entities shall describe its relevancy to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the performance work statement, the work to be performed by each entity, and the relevant experience of that entity. Each discrete example of experience must be attributed to a specific entity.

(d) Newly formed entity and predecessor companies. If the Offeror, critical subcontractors, or other performing entities are a newly formed entity with no experience, the Offeror shall provide relevant experience for the parent organization(s) or the member organizations in a joint venture, LLC, or other similar entity. The Offeror may also provide relevant experience on predecessor companies resulting from mergers and acquisitions.

(e) Contracts information. The Offeror shall provide the relevant experience information as requested in this provision on three contracts, either completed or currently being performed by the Offeror, and not more than three contracts, either completed or currently being performed, for each proposed critical subcontractor. If the Offeror is a newly formed entity, the Offeror shall provide relevant experience information on three contracts for each parent organization(s) or each member organization if the Offeror is a joint venture, LLC, or similar entity. The Offeror shall only provide contract relevant experience information for contracts that are currently being performed or have been performed or completed within the last ten years from the date proposals are due.

(1) Contracts may be, but are not limited to, contracts with federal, state, local and foreign governments and/or with commercial customers.

(2) Include information on challenges and problems encountered in performance of the work, actions initiated to address these matters, and the effect the actions taken had on the performance of the contract.

(3) Contracts used as a representation of the Offeror's experience must be the same contracts submitted in accordance with the provision at DOE-L-2010, Proposal Preparation Instructions, Volume II - Past Performance, and as listed in the Past

Performance and Experience Reference Information Form contained in Attachment L-3 to Section L. Contract information provided for experience shall correspond to, and cross reference, information furnished under the past performance section of the proposal.

(f) Verification of experience. The Government may verify an Offeror's or critical subcontractor's experience, including represented outcomes of specific work experiences, from third-party sources, including reference checks from customers, clients, and business partners.

L.17 DOE-L-2010 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – PAST PERFORMANCE (OCT 2015)

(The Past Performance section shall be limited to the Attachment L-3, Past Performance and 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, which has no page limit. Only one completed Attachment L-3, Past Performance and Experience Reference Information Form shall be submitted for each contract or project to support both the Experience and Past Performance factors.)

Offerors shall include the following information in the Volume II - Technical and Management Proposal related to the Offeror's recent and relevant past performance:

(a) Offeror past performance. The Offeror shall provide information on its record of recent and relevant past performance on work similar in scope, size, and complexity to that described in the Performance Work Statement. Recent past performance is defined as currently being performed or have been performed or completed within the last ten years from the date proposals are due. Similar scope, size, and complexity are defined as follows: scope – type of work (e.g., work as identified in the PWS); size – dollar value and contract duration; and complexity – performance challenges and risk (e.g. managing hazard categorization level 2 and 3 nuclear facilities or commercial equivalent; managing a multi-disciplined work force; management of complex change control processes; various waste types (e.g., M/LLW, LLW, CH-TRU, hazardous and universal wastes) and retrievals, processing, and disposition; complex regulatory interfaces; complex intergovernmental and stakeholder interfaces; and Federal nuclear safety requirements or commercial equivalent).

(b) Subcontractors and Other Entities past performance. In addition to the Offeror's record of recent and relevant past performance, the Offeror shall provide information on the record of recent and relevant past performance for any critical subcontractors. The Offeror shall provide such information on work similar in scope, size, and complexity to that portion of the work proposed to be performed by the critical subcontractor or other entity. Other entities may include – members of a limited liability company (LLC), joint venture, or other similar entity or an affiliate of the Offeror.

(c) Work to be performed. The record of past performance provided for the Offeror and/or critical subcontractors shall relate to work performed that is similar to the work that is proposed to be performed by that individual entity. Specific cross references

shall be made between the applicable sections of the work statement, the work to be performed by each entity, and the recent and relevant past performance of that entity. Each discrete record of past performance must be attributed to a specific entity.

(d) Newly formed entity and predecessor companies. If the Offeror and/or critical subcontractors are a newly formed entity with no record of past performance, the Offeror shall provide past performance information for the parent organization(s) or the member organizations in a joint venture, LLC, or other similar entity. The Offeror may also provide past performance information on predecessor companies resulting from mergers or acquisitions.

(e) Contracts information. The Offeror shall provide past performance information on three contracts, either completed or currently being performed by the Offeror, and not more than three contracts, either completed or currently being performed, for each critical subcontractor. If the Offeror is a newly formed entity, the Offeror shall provide past performance information on three contracts for each parent organization(s) or each member organization if the Offeror is a joint venture, LLC, or similar entity. The Offeror shall only provide relevant past performance information for contracts that are currently being performed or have been performed or completed within the last ten years from the date proposals are due.

(1) Past performance information form. The Offeror shall submit its past performance information on the Past Performance and Experience Reference Information Form contained in Attachment L-3 to Section L. One form shall be provided for each past performance reference (contract).

(2) Contracts may be, but are not limited to, contracts with federal, state, local and foreign governments and/or with commercial customers.

(3) Contracts contained in the Past Performance and Experience Reference Information Form shall be the same as those identified under the experience section of the proposal.

(f) Performance information. The Offeror shall identify problems encountered in performance of these contracts and corrective actions taken by the Offeror to resolve those problems. Examples of problems that may be addressed, as appropriate, include, but are not limited to, serious injuries or fatalities, regulatory violations resulting from environmental non-compliance, late deliveries, cost overruns. In addition, the Offeror may describe any recognized accomplishments the Offeror has received on the identified contracts.

(g) Terminated contracts. The Offeror shall provide a listing of any contracts of the Offeror and critical subcontractors that were terminated, including the reasons therefore, over the preceding five years from the due date for proposals. This listing of terminated contracts (Attachment L-5, List of Contracts Terminated for Default or Convenience) is not limited to only those contracts contained in the Past Performance and Experience Reference Information Form.

(h) Past Performance Questionnaire. The Offeror shall provide the Past Performance Cover Letter and Questionnaire contained in Attachment L-4 to Section L to each of

the contract references. The Offeror shall request that clients return the Past Performance Questionnaire directly to DOE by mail or electronic means to the address identified below no later than two weeks prior to the date for receipt of proposals.

(1) DOE address and contact information.
U.S. Department of Energy
Attention: Kimberly Tate, Contracting Officer
Address: 110 Boggs Lane, Suite 450
City/State/Zip: Springdale, OH 45246
Envelopes shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY. RFP NO. DE-SOL-0008109
E-mail: Kimberly.tate@emcbc.doe.gov
Phone: 513-246-0102

(2) Receipt of the questionnaires by the Government is not subject to the provisions at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition related to late proposals.

(i) Sources of past performance information. The Government may contact any or all of the references provided in the Past Performance and Experience Reference Information Form. The Government may also obtain past performance information from sources other than those provided by the Offeror. This may include, but not be limited to, commercial and government clients, government records, regulatory agencies, and government databases such as the Government's Contractor Performance Assessment Reporting System.

L.18 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME III – COST AND FEE PROPOSAL

General - Offerors shall provide proposed cost and fee by providing a completed Section B. The Offeror shall submit a completed Section B by completing the fill-ins located in Section B.2.

In accordance with FAR 15.403-1, Prohibition on Obtaining Certified Cost or Pricing Data, certified cost or pricing data are not required of Offerors responding to this solicitation; however, in accordance with FAR 15.403-3, Requiring Data Other Than Certified Cost or Pricing Data, Offerors shall provide Data Other Than Certified Cost or Pricing Data in support of its proposed cost and fee in the format specified in the instructions specified in paragraphs L.18(a) through (q) below.

Offerors are required to submit data and information that is adequate for the Contracting Officer to evaluate the reasonableness of the price, or determining cost realism, and to determine whether the Offeror has a clear understanding of the solicitation requirements. The burden of proof for substantiating the reasonableness and credibility of proposed costs/prices rests with the Offeror. FAR Part 31 Contract Cost Principles and Procedures, is the basis for determining allowability and allocability of costs. Submission by the Offeror of unrealistically low or high proposed costs or prices, initially or subsequent to proposal submission, may adversely affect the evaluation of the proposal.

If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine whether the cost or price is reasonable and realistic, and none of the exceptions set forth in FAR 15.403-1, Prohibition on Obtaining Certified Cost or Pricing Data, apply, the Contracting Officer may require the Offeror to submit certified cost or pricing data.

Instructions – Cost and Fee Proposal – The Offeror shall prepare its cost proposal in accordance with the following instructions in sub-paragraphs L.18 (a) through (q) below:

(a) All cost and fee information shall be included in Volume III of the proposal. None of the information contained in Volume III shall be included in any other proposal volumes unless specifically requested in the solicitation.

(b) Offerors shall provide cost and fee by CLIN and proposed cost for all PWS activities included in Section L, Attachment L-6 entitled "Cost Proposal Worksheets". The Offeror shall use the organization of work set forth in the PWS as the Work Breakdown Structure (WBS) for its cost proposal. The Offeror shall not propose its own WBS structure (including adding to or aggregating PWS elements) for this solicitation unless otherwise instructed within the solicitation. The Offeror shall propose cost for each contract period and in total (including option periods) corresponding to the costs for performing the PWS.

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

(d) The Cost and Fee Proposal must be mathematically correct with full traceability and consistency between the Attachments L-6, L-7, Basis of Estimates (BOE's) (e.g., labor rate data in the BOE's should reflect the same labor category descriptions and base rate information in the L-6 and shall not be burdened or fully loaded with indirect rates and fee) and as applicable, the Technical and Management proposal.

(e) Assumptions are being provided to the Offerors which are contained in Attachment L-8 of the solicitation entitled "Assumptions." The Offerors shall consider and use all of the assumptions when preparing the cost proposal.

(f) For proposal preparation purposes, Offerors shall assume a 90-day Contract Transition Period, with a Transition start date of July 3, 2017. Offerors shall assume full responsibility for the performance of the contract requirements on October 1, 2017. Proposed costs shall be on a Government Fiscal Year basis.

The Transition Period shall include the proposed costs for FY17 from July 3, 2017, through September 30, 2017. The period of performance includes options and extends through September 30, 2027. The Offeror shall propose costs for each contract period by Government Fiscal Year and in total corresponding to the costs for performing the PWS.

(g) For proposal preparation purposes, Offerors shall assume a planned funding profile per the Government Fiscal Year (GFY) as follows:

FY 17*	FY 18	FY 19	FY 20	FY 21	FY22	FY23	FY24	FY25	FY26	FY27	Total
4.0	174.8	174.4	175.1	175.1	175.0	175.9	175.2	176.0	174.6	174.1	1,754.2

*The dollar amounts are represented in ($M). 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.

(h) Proposed Fee:

- CLIN 00001 – The Offeror shall propose no fee for the Contract Transition Period.

- CLINs 00002, 00003, 00005, 00006, 00008, and 00009 – The Offeror shall propose an Award Fee for all work activities. The Contractor shall not propose an award fee that exceeds 10%.

- CLINs 00004, 00007 and 00010 – Under the IDIQ CLINs, the Government may issue task orders.

(i) 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, including the priced options 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, Assumptions.

(j) Narrative support - The Offeror including each team member and critical subcontractors shall provide Volume III narrative support sufficient to explain the development of costs/prices proposed; the rationale and basis for the data provided; and the basis for the reasonableness of the proposed costs/prices. The narrative shall describe the Offeror's standard estimating system, the estimating methodologies used, and any conditional assumptions. Conditional assumptions must be sufficiently explained to permit evaluation of the costs/prices proposed. Offerors shall consult FAR 15.404-1, Proposal Analysis Techniques, for guidance as to the type of information and supporting data that shall be submitted by the Offeror to support the reasonableness of the proposed costs/prices.

(k) Basis of Estimate – Provide a BOE thoroughly documenting all estimates consistent with the Offeror's Technical and Management Proposal. A BOE description shall be provided corresponding to the PWS.

The detailed BOE narrative description shall include how the proposed cost by cost elements were derived, including summary of work scope, source of estimate information, summary statement of site condition (including all major assumptions used to assess 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. The Offeror's proposal shall be in sufficient detail to demonstrate reasonableness and realism.

Determination of reasonableness of prices paid for goods and services may be made using a number of techniques, including adequate price competition (i.e., quotes from multiple suppliers), comparison of contemplated purchase prices to: published catalog or market prices; historical prices paid for the same or similar items in the past (assuming those prices were determined to be fair and reasonable); prices of similar items; independent estimates developed to determine what the items should cost; parametric estimates involving cost estimating relationships and rules of thumb; and/or pricing information provided by the supplier for the same or similar items sold to other customers.

Offerors may propose the following allowances or factors as part of its proposal if consistent with the Offeror's estimating practices and supportable: small tools; Fuel, Oil Gas and Maintenance (FOGM); personal protective equipment (PPE); office supplies; and consumables. For any proposed allowances or factors, Offerors shall submit information and support for the use of any estimating allowances or factors in order to thoroughly provide the basis and a clear understanding for the proposed pricing. Unit cost (labor rates, material prices, etc.) data presented in the BOE's

should reflect the same descriptions and base rate information in the Attachment L-6 Detailed Cost Worksheets and shall not be burdened or fully loaded with indirect rates and fee.

The Offeror must set out the kinds, quantities, and mix of labor; explain how the total quantity and mix of labor was estimated; and provide the basis of estimate to support the proposed hours. Direct labor hours shall be proposed by labor category (which shall be defined by education, experience, responsibilities, skills, etc.) and on the basis of productive labor hours (i.e., estimated number of hours on the job). If a staffing summary by Full Time Equivalent (FTE) is required by the Volume II, Technical and Management Proposal, the FTE labor and labor categories proposed in Volume II must reconcile with the FTE labor and labor categories in the Volume III cost/price proposal.

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

(l) Offeror Proposed Cost:

(i) Offeror (e.g., Joint Venture/Teaming Partners) and Critical Subcontractors – The Offeror's cost proposal shall identify the scope and proposed costs for the Offeror and critical subcontractors over the contract total period of performance including options. Critical subcontractors is defined in the Section L.10(a)(2) instructions. All entities as defined in this paragraph are required to provide fully supported cost proposal detail as required in L.18 (k) through (s). This detail shall be fully reconcilable to the Offeror's proposed costs and shall be consistent with the Offeror's technical proposal. It is acceptable for the entities as defined in this paragraph to submit sealed envelopes in addition to the password protected files that are uploaded by the prime Offeror in FedConnect with proprietary data containing a separate set of cost worksheets, Attachments L-6 and L-7, and other data as required in L.18(k) through (q) with its proposal by the proposal due date.

(ii) Cost Elements - The Offeror's 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), critical subcontractors (shall be individually estimated and provided for by major cost elements as described in this paragraph), other subcontract cost, personal

protective equipment (PPE), off-site sampling and analytical, off-site waste treatment, waste container costs, waste transportation, waste disposal, supplies, sales and use tax, New Mexico Gross Receipts Tax, travel, relocation, other direct costs, and General and Administrative (G&A) costs (if applicable). The data provided by the offeror shall be sufficient for the Contracting Officer to complete a thorough analysis of the proposal as required by FAR 15.404.

(iii) Program Management and Support Functions (PWS C.3) – The cost for Program Management and Support Functions associated with field work activities covered under PWS C.4 (CH-TRU Waste Disposition), shall be costed under the appropriate CLIN for CH-TRU Waste Disposition. All other Program Management and Support Functions shall be costed under the appropriate CLINs for Environmental Remediation.

(iv) Aggregate Areas (PWS C.11) – The cost worksheet titled C.11.2.01 through C.11.2.28 shall include all the cost associated with those PWSs except for the PWS sections below which shall be costed separately in the L-6 and L-7 worksheets:

- C.11.2.04 DP Sites Aggregate Areas
- C.11.2.21 Potrillo/Fence Canyons Aggregate Area
- C.11.2.24 Chaquehui Canyon Aggregate Area

(v) Direct Labor - The Offeror shall complete the labor worksheet in the Section L, Attachment L-7, to provide the yearly proposed direct labor rates and labor hours by labor category for the entire period of performance reflecting the Government Fiscal Year (GFY) as detailed in Attachment L-7. The DOE provided direct labor rates in Attachment L-7 reflect paid rates at the current site 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 mid GFY 2017. The DOE provided labor categories are not all inclusive. If the Offeror requires labor categories in addition to the labor categories provided, the Offeror shall provide the basis of the proposed labor rate(s) and supporting documentation as detailed below.

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 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 Attachment L-7 of this solicitation.

If the Offeror proposes its own labor rates or needs additional labor categories, the Offeror shall provide copies of such documentation in support of its labor rates (e.g., forward pricing rate agreement; bidding rates; average labor categories; published estimating guides; Department of Labor wage

determinations; rates paid on previous or current Government or commercial contracts, including Federal Supply Schedule contracts). The proposed rates shall reflect those identified in the Offeror's accounting system; but, if necessitated by the Offeror's accounting system, composite rates are acceptable if the Offeror provides an explanation of how the composite rates were calculated.

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.

For proposal preparation purposes, the Offeror shall not assume any overtime is available.

(vi) 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.

(vii) Offerors, joint venture/teaming partners and subcontractors, are responsible for performing the appropriate cost and price analysis on any proposed subcontract(s)/Inter-Organizational Transfers' (IOT), and the Offeror must include the results of such analysis (i.e., how the price was determined to be reasonable) for each proposed subcontract/IOT as part of the Offeror's cost/price proposal. The Offeror's analysis shall include the prices actually proposed by each subcontractor/IOT and the Offeror's evaluated prices proposed for each subcontract/IOT. The Offeror shall explain any differences between the amount proposed by the subcontractor/IOT and the amount proposed by the Offeror. If the subcontract/IOT is to be awarded based on competition or is a commercial item, the Offeror shall provide in its price/cost analysis any evidence or discussion of bids received and the justification for selection; or if a commercial item, provide the basis of the price (e.g., catalogues, pricing sheets, etc.). The Offeror shall consult FAR 15.404-1, Proposal Analysis Techniques, for guidance as to the supporting information required to support the fairness and reasonableness of subcontract costs or prices.

(viii) Subcontract Pricing Considerations. For all proposed subcontracts (including those that do not meet the definition of critical subcontractor in L.10(a)(2)), the Offeror must submit the information required by FAR 15.404-3.

(ix) Waste Processing Cost and Waste Quantities Retrieved, Processed and Dispositioned by Government Fiscal Year (GFY) – In order to fully understand the Offerors cost for waste processing, the Offeror shall provide, for each of the PWS sections stated below, (1) the total quantities by GFY identified in cubic

meters and (2) a separate computation showing the unit rate(s) for each GFY composed of the costs per cubic meter:

- C.4.1.3 NNSA Owned Newly-Generated CH-TRU, and
- C.4.1.7 Mixed Low-Level Waste and Low-Level Disposal.

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 (i.e., the input and output waste quantities [based on the Offeror's technical approach] shall be described).

The total estimated cost shall exclude costs associated with the disposal at Nevada National Security Site (NNSS) since these costs are handled as an interagency transfer of funds between DOE locations. However, the Offeror shall provide as part of its Basis of Estimate statement, the waste quantities and associated disposal fees/cost by Government FY associated with disposing waste at NNSS based on its technical approach even though it will be excluded from its total estimated costs in Section B.

The base cost for disposal operations at NNSS is paid by DOE Programs and not by specific projects; the only costs directly paid to NNSS by the project are for overtime or special handling, if necessary. The disposal rate to be applied for NNSS disposal is $20.48/ ft3. In addition to NNSS, DOE has two low-level radioactive and mixed low-level radioactive waste disposal ID/IQ Contracts with Waste Control Specialists, LLC, and Energy Solutions, LLC. Either of these sites may also be used for disposal of low-level radioactive and mixed low-level radioactive waste. Copies of these two ID/IQ contracts are located at: https://www.emcbc.doe.gov/About/PrimeContracts and are available for Contractor use.

(x) Indirect Rates:

General - The Offeror shall provide a table in its narrative showing the proposed indirect rates by Contractor Fiscal Year (CFY) for all applicable burden rates and identify the application base for each burden. Unless, using DOE provided rates (see Fringe Benefits section below), the Offeror shall provide documentation regarding the basis for the proposed rates/factors (e.g., forward pricing rate agreement, bidding rates approved by a Cognizant Federal Agency, DCAA audits, other Federal contracts). The Offeror shall submit any current Government-approved, written indirect rate agreement.

If the Offeror or any critical subcontractor includes the use of an indirect expense rate (fringe, overhead and/or G&A) that is not DOE provided in this solicitation or has not been audited or approved by its Cognizant Federal Agency, the Offeror or critical subcontractor must submit an indirect cost exhibit with the cost proposal. The indirect

cost exhibit must disclose the major pool expenses and composition of the pool base by line item name and dollar amount, and explain the basis of estimate and allocation methodology for each indirect rate proposed, including the prior year's actual expenses/allocation bases and budgetary forecasts covering each year of contract performance. This exhibit must be prepared for the Offeror's most recently completed fiscal year, the current fiscal year, and the next two fiscal years. A separate exhibit is required for each proposed indirect rate and cost center. In addition, the Offeror shall state at the bottom of each exhibit the inclusive dates of the fiscal year. The Offeror shall provide all related information to provide a clear understanding of the basis of estimate, including how the proposed indirect rate was computed. If the Offeror is proposing a blended indirect rate that is derived from the weighting of multiple indirect rates, the Offeror shall provide the detailed computations for each of the individual indirect rates used in the computation of the blended rate by contract period and the methodology of how the blended rate was derived.

Fringe Benefits – For the workforce eligible for employment under the Work Force Transition and Employee Hiring Preferences Including Through Period of Performance (Clause H.4) the Offeror's proposed fringe benefit rates shall be at least 41.5%. 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, and site specific training). Pension costs and health benefit costs for the Offerors proposed workforce are accounted for using the provided fringe benefit rate.

The fringe benefit rates for management employees and employees not covered under the Work Force Transition and Employee Hiring Preferences Including Through Period of Performance (Clause H.4) shall be separately estimated by the Contractor. The Contractor shall provide sufficient documentation of such fringe rates in accordance with the General provisions of this section.

Indirect Rates Other Than Fringe Benefits – The Contractor shall provide sufficient documentation of its other than fringe benefit indirect rates (labor overhead, material handling, and G&A, etc.) in accordance with the General provisions of this section.

The Offeror shall provide a detailed explanation of the proposed corporate organizational structure and whether corporate home office allocation is or is not applicable. (Corporate Home Office is defined as office responsible for directing or managing two or more but not necessarily all segments of an organization. Some home office expenses incurred for specific segments can be assigned directly. Other expenses not incurred for specific segments have a clear relationship to two or more segments.) 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 any

corporate home office costs during the course of the contract. Offerors are entitled to fair and reasonable recovery of allowable and allocable costs related to any parent organization support approved by DOE in accordance with Section H clause entitled, Parent Organization Support. Additionally, contained within the contractually binding statement in Volume I, the Offeror must state the type of cost contained in the pool expenses and the methodology for allocation of the pool cost cannot change unless approved by the Contracting Officer prior to any changes.

Facilities Capital Cost of Money (FCCOM) – FCCOM is permitted if proposed as a separate cost element in accordance with FAR 31.205-10. The Offeror must provide calculations for cost of money for facilities capital employed by fiscal year and disclose the Treasury rate used. The Offeror shall show the application base for each FCCOM rate and show calculations to support the proposed costs, including for any CLIN. Pursuant to FAR 15.408, Table 15-2, Form CASB-CMF, which can be found at 48 CFR 9904.414-60, must be used to delineate the calculation of FCCOM. If the Offeror elects not to claim FCCOM, a statement shall be made to that effect.

(xi) Escalation - The Offeror shall utilize an annual escalation factor of 2.8 percent for both direct labor and other than direct labor costs.

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

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

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;

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.

If the proposed accounting system has not been formally approved by the Government within the last three years and/or audited within the last five years, or an audit determined the accounting system to be inadequate, then the Offeror shall state this and provide responses to the "Offeror's Proposed Accounting System Information", incorporated into this solicitation as Attachment L-9.

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

- Financial Statements (audited, if available) and notes to the financial statements for the last three fiscal years (required for each member of the Offeror team arrangement if a teaming arrangement is used);
- 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
- Any available lines of credit.
- State what percentage of the Offeror's estimated total business a contract awarded to the Offeror as a result of this solicitation will represent during the period of performance of such contract; and
- Describe the impact of this contract on the Offeror's organization and any contingency, limitation, and conditions affecting the availability of financing for this contract.

Using the above information and other information, the Government will make a FAR Part 9, Contractor Qualifications responsibility determination of the prospective awardee. The government may request a financial capability review of each Offeror

from an audit entity, as part of the government's consideration in making the responsibility determination.

(p) The Offeror and/or Joint Venture Partners are covered by Cost Accounting Standards (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 solicitation requires the Offeror to modify its current disclosed Practices, the Offeror shall provide the areas in which a change will be required and the suggested document and word changes.

(q) The Offeror shall not propose any Government Furnished Property (GFP) for use during the performance of this Contract that is in addition to the list of GFP provided in Section J, Attachment J-12, Government Furnished Property List".

L.19 DOE-L-2014 DATE, TIME AND PLACE OFFERS ARE DUE (OCT 2015)

All Offers required by this solicitation are due no later than December 6, 2016, at 4:00pm Eastern Standard Time. Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

L.20 DOE-L-2016 NUMBER OF AWARDS (OCT 2015)

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

L.21 DOE CONTACTS REGARDING FUTURE EMPLOYMENT

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

L.22 DOE-L-2020 SMALL BUSINESS SET-ASIDE INFORMATION (UNRESTRICTED)

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

L.23 DOE-L-2026 SERVICE OF PROTEST (OCT 2015)

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

Kimberly Tate
Contracting Officer
U.S. Department of Energy
110 Boggs Lane, Suite 450
Springdale, OH 45246

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

(c) Another copy of a protest filed with the GAO shall be furnished to the following address within the time periods described in paragraph (b) of this provision:

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

L.24 DOE-L-2027 NOTICE OF PROTEST FILE AVAILABILITY (OCT 2015)

(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 1605 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 shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.)

L.25 DOE-L-2028 AGENCY PROTEST REVIEW (OCT 2015)

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 at 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the Department. The Department encourages potential protestors to discuss their concerns with the Contracting Officer prior to filing a protest.

L.26 FAR 52.225-12, NOTICE OF BUY AMERICAN REQUIREMENT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)

(a) *Definitions*. "Commercially available off-the-shelf (COTS) item," "construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American--Construction Materials Under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

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

(c) *Evaluation of offers*.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

(2) If evaluation results in a tie between an Offeror that requested the substitution of foreign construction material based on unreasonable cost and an Offeror that did not request an exception, the Contracting Officer will award to the Offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

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

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

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

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
(ii) May be accepted if revised during negotiations.

ATTACHMENT L-1
PERFORMANCE GUARANTEE AGREEMENT

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

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

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

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

upon demand, perform all other obligations of contractor, the performance of which by contractor is guaranteed hereunder.

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

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

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

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

_____.
Date

_____
Name of Corporation

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

_____
Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal

ATTACHMENT L-2
KEY PERSONNEL STANDARD RESUME FORMAT

(RESUME MUST NOT EXCEED FOUR (4) PAGES IN LENGTH FOR EACH KEY PERSONNEL)

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

Name of Key Person:

Name of Offeror:

Proposed Position with Offeror:

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

Name of Company with whom Key Person will be Employed:

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

Country of Citizenship:

Duties and Responsibilities in Proposed Position:

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

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

Professional Affiliations, Registrations, Certifications and Licenses:

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

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

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

Letter of Commitment: (A signed letter of commitment should be attached to each resume - use the letter of commitment format specified in Section L.15(c). Page limits for resumes do not include letters of commitment.)

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

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

1. Name and DUNS # of Offeror Submitting Proposal:	
2. Name and DUNS # 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 and DUNS # of Entity Reference (for parent or affiliate company) Contract/Project Was Awarded To:	
5. Reference Contract/Project Number: Reference Contract/Project Available in PPIRS *(i.e. Yes/No)*:	
6. Reference Contract/Project Client Point of Contact:	Name: Title: Telephone: Address:
7. Indicate if the Company (identified in #2) was a Prime Contractor, Teaming Partner, or Subcontractor 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/Project Type of Contract (e.g., FP, CPFF, CPAF, etc.):	
12. Reference Contract/Project Total Value *(separately list fee if cost-type)*:	
13. Reference Contract/Project Value Performed To Date *(Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment; Date = RFP release date*):	
14. Portion (%) of work Company (identified in #2) is proposed to perform on the Los Alamos Legacy Cleanup Contract:	

15. Portion (%) of work, including dollar amount and duration, Company (identified in #2) performed on reference contract/project *(if different than #12 and #13, insert sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.*):	
16. Scope Company (identified in #2) is proposed to perform on Los Alamos Legacy Cleanup 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 Los Alamos Legacy Cleanup 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. Provide information on penalties paid as a result of replacement of key personnel on the referenced contract/project and discuss the nature of the situation, including how much penalty was paid.	
22. Safety statistics: provide Days Away, Restricted or Transferred (DART) and Total Recordable Case (TRC) rates and hours worked for the Entity (identified in #4) on the referenced contract by Government Fiscal Year (GFY) for last five years.	

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

ATTACHMENT L-4
PAST PERFORMANCE COVER LETTER AND QUESTIONNAIRE

(For each referenced contract for which the work was not performed for DOE's Office of Environmental Management (EM) or 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-0008109 Los Alamos Legacy Cleanup Contract at the Los Alamos site in Los Alamos, NM.

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

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

Please return the completed questionnaire within ten calendar days.

YOU ARE HIGHLY ENCOURAGED TO SCAN AND EMAIL THE QUESTIONNAIRE TO THE EMAIL ADDRESS PROVIDED BELOW:
Email Address: LLCC@emcbc.doe.gov

If you are unable to scan and email a copy, it can be mailed to the following address:
United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting, Attn: Mr. Lenny Flagg
110 Boggs Lane, Suite 450
Springdale, OH 45246

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:
Period of Performance Being Assessed:

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	To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and

	the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	state how it impacted the Client. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).
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 Applic able	Do Not Know

Supporting Narrative:

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

Additional Comments:

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

Client Name	Contract No.	Client Point of Contact	POC Information (address, phone no., email address)	Performance Period

Note: Information shall only be provided for contracts terminated within the preceding five years from the due date for proposals. Additionally, explanatory information may be provided below the table for each contract terminated for default or convenience.

ATTACHMENT L-6
COST PROPOSAL WORKSHEETS

See procurement website

ATTACHMENT L-7
CONSOLIDATED DIRECT COST SCHEDULES

See procurement website

ATTACHMENT L-8
ASSUMPTIONS

As part of the procurement, the NNSA M&O Contractor will be providing the Contractor "Mandatory Services" as identified in Section J, Attachment J-6, Interfaces with NNSA M&O Contractor Systems and Services. Costs related to Mandatory and Optional Services are stated in FY 2017 dollars and are not escalated for out-year services; therefore, Offerors shall escalate the costs as appropriate. For any proposed "Mandatory" or Optional" services provided by the M&O Contractor, these shall be handled as pass-through costs; therefore, no indirect costs or fee/profit shall be applied. Offeror's administrative costs incurred by the Offeror to administer and support the M&O's "Mandatory" and Optional" activities shall be estimated in accordance with its estimating practices.

	Entire PWS	For the entire PWS scope, assume that there is no available inventory of consumable materials (e.g. various packaging, containers, PPE, etc.) to be carried over from the incumbent contractor.
C.3.3.5	Radiation Protection Program	The Offeror shall assume annual costs of $1.5M for the M&O Contractor to provide radiation protection program costs. The Offeror shall assume annual costs of $150,000 for the M&O Contractor to provide shared RP IT systems. The remaining systems shall be established and maintained by the Contractor.
C.3.3.5	Radiation Protection Program	The Offerors shall assume annual costs of $1,250,000 for Radiological Control Technician (RCT) and instrumentation support to the remediation activities.
C.3.8.3	EM Owned Facilities	The Offerors shall assume annual costs of $100,000 for the fire break maintenance within TA-54 for Area–G for both inside the fence area and a buffer zone outside the fence. The Offerors shall assume annual costs of $15,000,000 f in TA-54 Area G for safe storage/operational warm stand-by and maintenance.
C.3.8.5	Core Facility	The Offeror shall assume that the Core Facility requires less than 0.5 FTE to manage the facility, the cores, and the database per year. The Offeror shall assume at time of transition that approximately 450 cores are stored at the facility.

		The Offeror shall assume that an electrical core handling device is necessary to safely retrieve and store the cores. The Offeror shall assume that use of the current Core Facility is continued. The Offeror shall assume that only minor housekeeping and maintenance is necessary to maintain the current Core Facility to prevent freezing and overheating the cores.
C.4	Contact-Handled Transuranic Waste Disposition	Assume the WIPP Waste Acceptance Criteria has changed significantly from current criteria for LANL waste, with additional Acceptable Knowledge (AK) documentation and review will be required for verification of compatibility prior to all WIPP certifications. Assume that CCP will be examining all loading and packaging of containers.
C.4.1	Contact Handled-Transuranic Waste Operations	Assume retrieved waste containers will be in poor condition: 50% of boxes and 30% of drums will be considered breached and in poor condition at time of retrieval and require over-packing at excavation site. Depending on the Offeror's technical approach, modifications and upgrades to the CH-TRU Waste Processing facilities may be required.
C.4.1.1	Above-Grade Drum Remediation	Assume that 100% of the waste will remain TRU waste and there will be a 400% volume increase post processing due to daughter drums. Assume 50% of the secondary wastes (e.g. empty drums) will be characterized as M/LLW.
C.4.1.2	Oversized Container Remediation	Assume that there will be a 50% of the waste volume reduction and it will remain TRU waste. Assume 50% secondary wastes (e.g. gloveboxes and equipment) will be characterized as M/LLW.
C.4.1.3	National Nuclear Security Administration-Owned Newly Generated Contact Handled Transuranic Waste	Assume that 100% of the waste will remain TRU waste and there will be a 400% volume increase post processing due to daughter drums. Assume 50% secondary wastes (e.g. empty drums) will be characterized as M/LLW.

C.4.1.4	Trenches A-D Retrieval and Remediation	Assume that 100% of the waste will remain TRU waste and there will be a 400% volume increase post processing due to daughter drums. Assume 50% of the secondary wastes (e.g. empty drums) will be characterized as M/LLW not TRU.
C.4.1.5	PIT 9 Retrieval and Remediation	Assume 10% beryllium waste may be encountered during retrieval of drums and oversized containers. Assume that 75% of the waste will remain TRU waste and 25% will be characterized as primary M/LLW.
C.4.1.6	Corrugated Metal Pipes Retrieval and Remediation	Assume that 100% of the waste will remain TRU waste and there will be a 100% volume increase post processing due to void space.
C.4.1.7	Other Retrievals and Remediation	Assume that 100% of the waste will remain TRU waste and there will be a 100% volume increase post processing due to void space.
C.4.2	Safety Basis Development and Implementation	EM-LA is funding the development of a new documented Safety Analysis (DSA) consistent with DOE Standard-3009-2014 for Area G that would be implemented under this contract. The new DSA will not be available until after the proposal period has closed, but it's scheduled to be complete prior to the new LLCC Contract being awarded. Therefore, the Offeror should prepare its proposal based on the current BIO and TSR's. The current safety basis documents will be posted on the CBC RFP webpage. Implementation of the new safety basis and TSR's will be managed as a negotiated contract change post award. The LLCC Contractor will be given the new DSA and TSRs to implement sometime after contract award and completion of transition. DOE anticipates the LLCC Contractor will operate under the current BIO and TSR's until EM-LA approves a transition to the new DSA and TSRs at some future time. The LLCC Contractor will then execute a transition to the new DSA, while continuing to meet existing BIO and TSRs, and develop and implement the necessary new surveillances etc.in order to ensure implementation of the new DSA and TSRs without

		compromising the existing safety basis. The Offerors shall NOT propose anything based on trying to anticipate the new DSA or TSRs. DOE anticipates questions about the details of the DSA and changes to project procedures will only unfold during the contract period. All safety basis evaluations, reviews, and/or approvals shall be through the EM-LA Office. The EM-LA Manager supported by the EM-LA Director of Safety and Facility Operations will have signature authority and NNSA will not play a direct role in new Area G safety basis and TSRs. The Contractor with EM-LA approvals is responsible for nuclear safety and downgrading/stepping out of nuclear safety requirements as the risk/hazard changes. EM-LA is responsible for ensuring the authorization basis is being implemented and complied with for facilities undergoing cleanup, hazard reduction and decommissioning (i.e., those in the EM scope area). The DOE EM Contractor through new DSA and in harmony with their technical approach will have responsibility for preparing updates/modifications to the safety basis in Area G. The new safety basis documentation will include the entire Area G TRU inventory including below grade retrievals. DOE does not believe the new controls in the new safety basis documents would significantly impact a proposed approach for retrievals operations and surface operations. However upon adopting the new DSA, the Contractor may seek the changes necessary to ensure the new DSA meets their operational needs.
C.4.3.2	Above Ground Container Retrieval, Handling and Storage Operations	The first years of RANT operation will be principally dedicated to NNSA M&O TRU waste shipments to achieve NNSA mission goals, with minimal comingling of EM TRU waste. Thus, there will be nominal cost sharing during the first years of operation. The Offerors shall assume $500K per year cost share impact for the first two years of the Contract for RANT reimbursement and 50% of the operational cost sharing in the remaining years at $ 1.5M per year for the Contractor's share.

C.4.3.3	Waste Isolation Pilot Plant Central Characterization Project Support	Shipments of EM-Los Alamos Legacy CH-TRU waste to WIPP, after it is operational, will be placed in the queue of waste to be shipped to WIPP. For proposal preparation purposes, the Offeror shall assume Legacy CH-TRU waste will receive a total shipping volume of 10 shipments per year from EM-Los Alamos contract scope to WIPP between December 2017 and the end of FY21. For proposal preparation purposes, the Offeror shall assume Legacy CH-TRU waste will receive a total shipping volume of 30 to 40 shipments per year from EM- Los Alamos contract scope to WIPP from FY22 and beyond/finish.
C.4.4	Disposal of LLW in Pit 38 for NNSA	The Offerors shall assume for disposal of LLW in Pit 38 that the estimated disposal capacity for both higher activity LLW and lower activity LLW is based on a disposal efficiency of 50%. The Offerors shall assume that the bulk disposal of soils and debris in the headspace can sometimes be conducted with a disposal efficiency as high as 75%. The Offerors shall assume that the LLW disposal operations require daily inspections by trained and qualified OSHA Competent Personnel. The Offerors shall assume that both open pits will require monthly inspections until the pits are operationally closed. The Offerors shall assume that the operational cover of Pits 37 and 38 require a three-acre cap with a volume of cover material of 35,000 yd^3.
C.5	Groundwater Monitoring Program	The Offeror shall assume that the variability in regulator-directed changes to the IFGMP from one year to the next will remain consistent throughout the contract.
C.6	Drilling	The Offeror shall assume that the complex hydrogeology across LANL will contribute to difficulties in drilling at least one-quarter of the wells to be installed.

C.7	Surface Water Monitoring	The Offeror shall assume that the seasonal rain season (monsoons) shall stretch from May through August, with at least 12 significant (i.e., greater than ¼ inch of rain in 24 hours) rain events, and with rains in at least six back-to-back day periods. The Offeror shall assume that the peak 24 hour rain event is approximately 1.5 inches and that the seasonal rain (May through August) total in any particular yearly season is approximately 4 inches.
C.8	Individual Permit Surface Water Corrective Action	The Offeror shall assume that volcanic rock making up the surrounding geology has at least arsenic and manganese that, as part of background, cause exceedances of the IP Target Action Levels and that these sites must be closed through alternative analyses instead of stormwater controls. The Offeror shall assume that atmospheric deposition of gross alpha particles from nuclear fallout is the predominant source of gross alpha at IP sites exceeding Target Action Levels and that these sites must be closed through alternative analyses instead of stormwater controls.
C.9	RDX Groundwater Remediation	The Offeror shall understand that, as a discharge permit, DP-1835 included under the chromium remediation only pertains to the chromium injection wells and cannot be applied to RDX. The Offeror shall assume that: • contamination can be addressed in the intermediate zone, • concentrations are increasing in the regional aquifer, • a large portion of the remedy can rely on monitored natural attenuation (MNA), • additional wells may be required to monitor effectiveness of MNA, • there will be some type of pump and treatment (P&T) in a limited capacity, • injection is not an option and that there will need to be a treatment system; perhaps use of the existing water treatment system at TA-16, • there may be working hour restrictions due to the nature of the explosives work in the TA, • there are still some data gaps associated

		with the groundwater source and direction of contaminant flow so the contractor will need to address if there are data gaps that need to be addressed or if they can move forward with the CME for groundwater. The Offeror shall assume that the GAC systems are easy to operate, don't require remote power and would remove RDX which would reduce the concentrations of RDX contamination going back into the intermediate groundwater. There are no other constituents in the springs that are impacting the intermediate or regional aquifer.
C.10	Chromium Groundwater Remediation	The Offeror shall assume that the chromium interim measure is successful at cutting off the tail of the regional aquifer plume such that continued water migration across the LANL boundary is approximately at background concentrations. The Offeror shall assume that any chromium remedy will not require a facility within which to conduct any treatment or contain any specific equipment.
C.11.1	Consent Order Process	The Offeror shall assume that all documents submitted to NMED shall draw comments that require resolution by the Contractor before NMED will grant approval of the document.
C.11.2	Scope by Aggregate Area	The Offeror shall assume that IRs are submitted after (a) work identified in the IWP is concluded AND nature and extent of the sites is defined or (b) remediation of the sites is completed. Unless an agreement has been reached with NMED to address individual sites then a report can be submitted for those individual site/s while the larger IR will be provided at a later date upon completion of the remaining sites. In areas where a SWMU/AOC is located both on non-DOE and DOE land, there is the possibility of "splitting" the SWMU/AOC so that each portion can be addressed separately; for example, where SWMUs/AOCs are located on non-DOE land, the typical cleanup risk scenario is based on residential risk; however, the planned land use for DOE land may always remain as industrial or recreational, therefore, not requiring the same level of cleanup. This is definitely an approach that can be considered from sites within Upper LA Canyon AA, Pueblo Canyon AA, and Middle LA

		Canyon AA. Offeror shall assume that SIRs prepared by the LCBC Contractor present the risk based analysis of all SWMUs/AOCs in an aggregate area where sampling has occurred. Another phase of IWP may be required. The outcome of the SIR is hopefully to reduce the number of sites still requiring investigation so the Contractor will then need to meet with DOE/NMED to determine what is required for the remaining sites (cleanup, additional sampling, etc.).
C.11.2.4	Delta Prime Site Aggregate Area	The Offeror should assume that materials generated will be disposed of off-site based on their waste classification including industrial waste, universal waste, RCRA waste, Low Level Waste (LLW), and Mixed Low Level Waste (MLLW). The Offeror should assume that all removed Industrial waste lines materials and TA-21-257 Building ancillary equipment as MLLW. The Offeror should assume that all materials resulting from the demolition of TA-21-257 Building including walls, ceiling and floor materials will require disposal as LLW. The Offeror should assume that site restoration will utilize clean soils from an offsite source.
C.11.2.5	Middle Los Alamos Canyon AA	The Offeror shall assume that it will review the existing IR and identify the correct requirements for the correct areas. Lead contamination under the Omega Bridge is under the Upper LACAA not the Middle Canyon AA. Cleanup for Middle LA includes a PCB cleanup in the canyon bottom, as well as a possible mercury contamination cleanup.
C.11.2.6	Upper Sandia Canyon Aggregate Area	The Offeror shall assume that the Sandia Wetland doesn't have anything specific to do with the Upper Sandia Canyon AA but is rather part of the surface water impacts being evaluated under the chromium projects.

C.11.2.18	Canon de Valle Aggregate Area	The Offeror shall understand that there is one IWP for TA-15 and TA-16 (combined) and is included as a reference in TA-16 information under the Documents Library. The IWP also includes TA-14; however, that portion of the IWP was already implemented. The Offeror shall assume that the requirements to the 2012 Framework Agreement will require revisions to the Field Implementation Plans for TA-15 and TA-16.
C.12.1	Work Process Including Consent Order	The Offeror shall assume that all documents submitted to NMED shall draw comments that require resolution before approval of the document.
C.12.2.1	Material Disposal Area - A	The Offeror shall assume that all General's Tanks removal activities will be conducted in compliance with Hazard Category 2 Nuclear Facility operations requirements. Following removal of the General's Tanks, MDA-A will be assumed to be conducted as if it is a Hazard Category 3 Nuclear Facility. The Offer shall assume that General's Tank liquids and sludge will be removed and disposed of off-site. The Offeror shall assume the soil and other materials required for the central pit and trenches will be hauled from an offsite borrow source.
C.12.2.2	Material Disposal Area - C	The Offerors shall assume that a preliminary Dose Assessment (Appendix G of the CME) is acceptable to continue working with. The Offerors shall assume that the following Condition of Approval from the July 2010 LASO approved to downgrade the Final Hazard Categorization of MDA-C to below HC-3 (a radiological facility) can be easily met: “If the MDA-C is scheduled for remediation or intrusive characterization into the radioactive waste inventory, the Hazard Analysis would need to be expanded to include hazards of waste pits and shafts and its contents for consideration of consequences to the public, worker and the environment. Any activity that will challenge the assumptions of the hazard analysis would constitute a Potential Inadequate Safety Analysis. If such an event were to occur, the final hazard categorization is required to be re-analyzed and to be approved by LASO.” Can provide the following:

		• July 2010 Memorandum from LASO approving the request for the Final Hazard Categorization (FHC) of MDA C from a HC-2, nuclear facility to a radiological facility. • January 2010 MDA C Final Hazard Categorization (NES-ABD-0700, R.0). • June 2007, DSA for Surveillance and Maintenance of NES at Los Alamos National Laboratory, NES-ABD-0101, R 1.0. • June 2007, TSR for Surveillance and Maintenance of NESs at LANL, R 1.0; NES-ABD-0102, R.1.0. The Offerors shall assume that the CME identified proposed remedy meets the requirements of the Dose Assessment that the contractor will perform to finalize the design. The Offerors shall assume that NMED will choose the ET cover proposed in the CME. Should NMED have modifications to the proposed remedy or select a different remedy than the contractor is expected to implement, that and the contract would need to be modified accordingly.
C.12.2.3	Material Disposal Area G	The Offeror shall assume the construction of the 54-acre ET cover will not be radiological work. The Offerors shall assume starting the CME in Year 7 of the contract and finishing and submitting the CME for approval in Year 8 of the contract. Statement of Basis support would be provided early in Option Period 2.
C.12.2.4	Material Disposal Area H	The Offeror shall assume the construction of the 1/3-acre ET cover will not be radiological work. The Offerors shall assume starting the CME at the beginning of Option Period 1 and finishing and submitting the CME for approval in Year 7 of the contract. Statement of Basis support would be provided late in Option Period 1.
C.12.2.5	Material Disposal Area - L	The Offeror shall assume the construction of the 1-acre ET cover will not be radiological work. The Offerors shall assume starting the CME in Year 7 of the contract and finishing and submitting the CME for approval in Year 8 of the contract. Statement of Basis support would be provided early in Option Period 2.

C.12.2.7	Material Disposal Area - AB	The Offeror shall assume an estimated 100 cubic yards of contaminated soils (i.e., heavy metals) outside the nuclear site boundary will be removed and disposed off-site as RCRA waste The Offeror shall assume shafts are 100 ft deep and diameter of 9 ft. The Offeror shall assume that half of the stockpile material needed for the MDA AB proposed remedy cover will be procured, transported and stockpiled at TA-49 or other nearby area at least 2 years ahead of the start of the construction activities.
	Waste Processing Cost and Waste Quantities Retrieved, Processed, and Dispositioned over the Life of the Contract	The Offeror shall assume that the environmental remediation and demolition wastes will be representative of the radiological waste streams that will require disposition. These quantities of wastes do NOT include any additional waste quantities resulting from the processing of transuranic wastes (C.4). The Offeror shall assume that the following total waste volumes by waste classification have to be disposed: * LLW: 7000 Cubic Meters * MLLW: 9000 Cubic Meters * TSCA: 1000 Cubic Meters (predominantly PCB wastes) * RCRA: 5000 Cubic Meters (non-radiologically contaminated) * UNIVERSAL WASTES: 500 Cubic Meters * INDUSTRIAL WASTES: 1500 Cubic Meters
Section J, Attachment J-6	Interfaces with the NNSA M&O Contractor	1. For the GIS, the Offeror shall assume that the Contractor shall conduct all data entry into the GIS and produce all maps necessary for reports and work control necessary for the EM work scope under the contract. GIS software shall be maintained by the NNSA M&O Contractor and there are no shared program costs for the software maintenance group. EM requested software changes are minimal and Offerors shall assume $50,000 per year for the M&O Contractor to provide this service. 2.a. For the IRT and PRID System, the Offeror shall assume it will provide 15 subject matter experts to be trained on various regulatory and permitting subjects to provide review and comment on each project activity entered into the PRID system (e.g., Clean Air Act/Title V Permitting expert, Construction General Permit

		expert, 404/401 Dredge and Fill Permitting expert, TSCA expert, endangered species expert, etc.). The Offeror shall assume that the NNSA M&O shall provide two subject matter experts on operating permits that cannot be provided by the Contractor. The NNSA SMEs shall be assumed to include Site Program and Infrastructure Projects experts. These NNSA M&O technical SMEs shall provide two hours of project review and two hours for resolution of identified issues for each project activity and 100 individual project activities per year. The Offeror shall assume annual cost of $200,000 for the M&O Contractor to maintain the PRID software, and EM will NOT share O&M costs of the system – only EM requested software changes. 2.b. For the IRT and ExID system, the Offeror shall assume that it has to pay the NNSA M&O Contractor for 2 technical resource hours for in-office technical review of GIS and other DB sources prior to field site clearance and for 3 hours of field resources to mark subsurface buried lines for each project activity for 100 individual project activities per year. The Offeror shall assume an annual cost of $140,000 for the M&O Contractor to maintain the ExID software, and EM will NOT share O&M costs of the system – only EM requested software changes. 3. For the EIMS/Intellus interface, the Offeror shall assume three contract modifications are necessary to establish contract charge codes to perform EM scope in those first three months until separate contracts can be established. This is estimated at 10 contracting officer level hours for each modification. In FY 2017 (only) the Offeror shall assume $25,000 related to the M&O's administration of the EIMS/InTellusNM contract. The Offeror shall assume annual cost of $1,400,000for the M&O Contractor to maintain the LOCUS technologies contract, develop and implement software enhancements to improve functionality and correct issues, and staff to run the contract. 4. For the EMS, the Offeror shall assume that it has to provide 12 technical resource hours per month providing data and supporting information and documents to the NNSA M&O. The Offeror shall assume annual cost of $110,000 for the M&O Contractor to provide EMS support.

		5. For the WCATS, the Offeror shall assume annual cost of $1.5 Million to maintain information in WCATS, for software changes, and information sharing from the NNSA M&O Contractor to the Contractor. Since the system will be split, there are no costs owed to the NNSA M&O Contractor. The Offerors shall assume annual cost of $2.2M for the M&O to provide the splitting off the databaseand maintenance and modification of the software 6. For the LAMCAS, the Offerors shall assume annual costs of $200,000 for the M&O Contractor to maintain software . 7. For the Site Treatment Plan (STP), the Offerors shall assume annual costs of $150,000for the M&O Contractor's coordination of the STP as required. 8. For the CCATS, the Offeror shall assume all responsibility. 9. None. 10. None. 11. For the EPRR, the Offeror shall assume annual cots of $50,000 for the M&O Contractor to provide 0.25 FTE for preparing and maintaining documents posted on the EPRR. 12. FIMS – the Offeror shall assume that all data entry for facilities transferred from the NNSA M&O Contractor to the LLCC Contractor shall be entered by the LLCC Contractor. Any information for these transferred facilities that may be entered into FIMS by the NNSA M&O Contractor shall NOT be reimbursed by the LLCC Contractor. 13. RP IT systems – the Offeror shall assume annual costs of $150,000 for the M&O Contractor to provide LANL reporting and to support the Offerors RP IT systems. 14. ESCCB – The Offeror shall assume annual costs of $150,000 for the M&O Contractor to provide software maintenance through the ESCCB

		15. CHEM Database. None. 16. Water, sewage, and electricity is not currently metered to EM facilities. The Offeror shall assume metering will be installed following contract award. The Offeror shall assume the M&O Contractor will provide potable water, sewage, and electric power at a cost of $25,000 per month for TA-54 Area-G and $10,000 per month for Mortandad Canyon Chromium activities. Temporary or portable sanitary solid waste facilities shall be the responsibility of the Offeror. The Offeror shall provide for all road maintenance, snow removal, sanitary solid waste disposal, recycling, etc. for EM Operational Control Areas. 17. For training programs, the Offeror shall assume that each employee will have to take six hours per year of NNSA M&O On-Line and classroom training to obtain and maintain access to the facility. The Offeror shall also assume that it will have to reimburse the NNSA M&O Contractor for 900 hours a year for a training program specialist for EM's share of the training program costs. The Offeror shall assume annual costs of $150,000 for the M&O Contractor to provide training required for work scope such as Hazwoper and other regulatory support and qualification is to be proposed by the Offeror. 18a. For S&S programs, the Offeror shall assume each employee will have to take 3 hours of initial or annual refresher security training on-line. The Offeror shall also assume that it will have to reimburse the NNSA M&O Contractor for 900 hours a year for a security program specialist for EM's share of the program costs. The Offeror shall assume annual costs of $80,000 for the M&O Contractor to provide a training program 18b. For a portion of the S&S program, the Offerors shall assume annual costs of $450,000 to implement the Site Security Plan (for maintenance of documents, inspections, reports, security incident reporting) where necessary on LANL property and the separate security plan for non-LANL facilities. 18c. For a portion of the S&S program, the Offerors shall assume annual costs of $450,000 to implement any necessary Material Control and Accountability programs including waste material

		tracking and release for disposal of radiological constituents for a program. 18d. For a portion of the S&S program, the Offerors shall assume annual costs of $250,000 for classification reviews of documents prepared by the Offeror. 19. IT Cyber Security programs. For those systems that the Offeror has to obtain access for the NNSA M&O Contractor-owned systems, the Contractor shall estimate paying the NNSA M&O Contractor $250,000 per year to provide access through the M&O firewalls for the LLCC Contractor personnel. 20. For personnel badging, the Offeror shall assume costs of $200 each for the M&O Contractor to providefor initial and replacement badges. 21. For foreign national visits, the Offeror shall assume costs of $4,000 per year for the NNSA M&O Contractor to complete credential checking, identity verification, and temporary badging. The Offeror shall assume it has to provide escorts as necessary, with each escort individual costing $2,000 (Escorts are provided by the M&O Contractor) to be trained through on-line training to the site requirements. 22a. The Offeror shall assume annual costs of $750,000 for the M&O Contractor to keep the Occupational Medical facilities open for first diagnosis, radiological exposure evaluations and nasal smears, radiological cleaning of personnel, periodic monitoring programs, annual dose reporting, etc. 22b. The Offerors shall assume annual costs of $475,000 for the M&O Contractor to provide specific medical surveillance programs for approximately 60 employees including beryllium exposure monitoring program and radiological bioassay programs.. 23. The Offeror shall assume annual costs of $450,000 for the M&O Contractor to provide Emergency Management Response including program readiness and drill management, false alarms and actual emergency events .

		The Offeror shall assume annual costs of $500,000 for the M&O Contractor to provide HazMat response for more than incidental dripping (which shall be cleaned up by the LLCC Contractor). The Offeror shall assume $0 for emergency event communications for Doppler radar and fire hazard days made by the NNSA M&O Contractor to the EM Operational Controlled areas. 24. For the EOC, the Offeror shall assume annual costs of $5,000 for the M&O Contractor to provide a senior manager to respond to the EOC four times a year during fire season for a half day each event. Also, the Offeror shall assume technical staff is necessary to support the senior manager with 20 hours (total) of material preparation on EM work and controlled areas. 25. For communications, the Offeror shall assume that any configuring of replacement telecommunications system (radio equipment) will need to be configured by the NNSA M&O Contractor to match the radio tower system without substantial expense. 26. For analytical laboratories, the Offeror shall assume three contract modifications are necessary to establish contract charge codes to perform EM analytics in those first three months until separate contracts can be established. This is estimated at 20 contracting officer level hours for each modification for an estimated cost of $9,000. The Offeror shall also assume that it will reimburse the NNSA M&O Contractor for 20 contracting specialist level hours per month to accrue costs and make and receive payments for an estimated $6,000. 27. For Airnet monitoring, the Offeror shall assume it will reimburse the NNSA M&O Contractor for 0.5 FTE for a Title V permitting resource,0.5 FTE for one field sample collection resource per year, 11 Airnet monitoring stations and battery or solar panel maintenance per year for a total of $175,000. The Offerors shall assume annual cost of $35,000 for the M&O Contractor to provide specific sampling analytical costs for EM locations

		28. Human Health and Ecological Risk Assessment Program (HHERAP). The Offeror shall assume annual costs of $100,000 for the M&O Contractor to provide HHERAP. 29. Facility Operations Directorate (FOD). The Offeror shall assume that each FOD will pay for its own support. There will be no reimbursable charges for its performance. 30. Internet Access. The Offerors shall assume that there are no costs associated with the NNSA M&O Contractor allowing the access to ESNet for those personnel located at TA-54, Area G to access the internet through ESNet without having to go through the LANL security firewalls. The Contractor shall propose the ESNet access fees within their proposals for those personnel within the TA-54 EM operational controlled area. 31. LANL Taxi. The assumption is there is no charge for taxi service between EM facilities and LANL facilities for the use of this service. 32. Explosive ordnance disposal. The Offerors shall assume annual costs of $100,000 for the M&O Contractor to provide disposal of EM-identified ordnance 33. Core Facility – The Offerors shall assume annual costs of $50,000 for the M&O Contractor to provide maintenance of core facility. 34. Roads and Grounds. The Offerors shall assume annual costs of $250,000 for the M&O Contractor to bring in road equipment to maintain those EM operationally controlled roads (see map). The Offerors shall assume it does NOT contribute to NNSA M&O maintained roads or general LANL grounds. 35. SWEIS Yearbook – The Offerors shall assume annual costs of $50,000 for the M&O Contractor to provide ¼ of an FTE annually to provide status of EM progress and to provide a technical review of the draft yearbook. 36. The Offerors shall assume that fire response and law enforcement for all of the Contractor's EM related activities will be covered by EM-LA (or NA-LA) payments into the combined Los Alamos County Department of Public Safety and will not

		be paid for by the Contractor.
Section J, Attachment J-16	MOUs	The Offeror shall assume that the conditions and interfaces included in the CCP/LANL Interface Document are to be replicated in a new interface document specifically for EM Contractor interfaces within TA-54, Area G. This interface document shall also address changes required from the recent revision of the new WIPP WAC. This interface document will NOT address any NNSA M&O Operational Facilities outside of Area G.
	Employee services	The NNSA M&O Contractor has established systems of email and pager notifications for communicating emergency conditions and notifications, cautions such as for wild animal sightings, weather closures of the Laboratory. The Offerors shall assume that the NNSA M&O Contractor shall continue to provide these services at no specific cost to the Contractor. The Contractor shall enroll its personnel in the email notification systems and allow their employees to self-enroll in the weather notification systems as appropriate at no charge.

Assumptions - Campaign and PWS Section Cross Walk to Contract Periods

Priority CO-#; EM-LA-A-Z	Base Program or Campaign Scope	PWS Elements	Transition Period CLIN	Base Period CLINs	Option Period 1 CLINs	Option Period 2 CLINs	Assumptions on Starts & Completion
LA-A	Incoming Contract Transition - Non-Campaign	C.2	00001				
LA-B	Program Management and General Requirements - Non-Campaign	C.3		00002 & 00003	00005 & 00006	00008 & 00009	
LA-C	Contact-Handled Transuranic Waste Disposition - Non-Campaign	C.4		00002 - 55%	00005 - 35%	00008 - 10%	Percentages of CH-TRU per period are from draft PEMP. See Section J, Attachment J-17
LA-D	Groundwater Monitoring Program - Non-Campaign	C.5		00003	00006	00009	Consistent effort over the course of the contract (Base plus Options).
LA-E	Drilling - Non-Campaign	C.6		00003	00006	00009	Drilling needs are defined in the PWS for the first two years of the Base Period. Drilling needs for the balance of the contract period will be consistent with the first two years.
LA-F	Surface Water Monitoring - Non-Campaign	C.7		00003	00006	00009	Consistent from year to year.
LA-G	Individual Permit Surface Water Corrective Actions - Non-Campaign	C.8		00003	00006	00009	Anticipated consistent effort required in each contract year of the Base Period. Anticipated 50% reduction (from a year in the Base Period) in effort in each year of Option Period 1 and a 50% reduction (from a year in Option Period 1) in effort in each year of Option Period 2 because previous work will come off permit.
CO-1	Chromium Interim Measures and Characterization Campaign	C.10.1-6		00003			Anticipated that the Interim Measure will continue to run until final remedy selected. Corrective Measures Evaluation and remedy selection overlap in Base Period, construction starts in base and completes early in Option Period 1. Operation begins in Option Period 1 and continues throughout Option Period 2.
CO-9	Chromium Final Remedy Campaign	C.10.7-9		00003	00006		
	Chromium Final Remedy Campaign-Operations	C.10.			00006	00009	
CO-2	Historical Properties Campaign	C.11.2.1-3, C.11.2.5		00003			Anticipated to be completed early in the third contract year.
CO-3	RDX Characterization	C.9.1		00003			Anticipated continuation of characterization activities on assumption of contract, any

							construction of infrastructure for characterization activities within first two contract years.
Priority CO-#; EM-LA-A-Z	**Base or Campaign Scope**	**PWS Elements**	**Transition Period CLIN**	**Base Period CLINs**	**Option Period 1 CLINs**	**Option Period 2 CLINs**	**Assumptions on Starts & Completion**
CO-4	Supplemental Investigation Reports (SIR) Campaign	C.11.2.7-11, C.11.2.16, C.11.2.18, C.11.2.21, C.11.2.22, C.11.2.25-27		00003			Anticipated continuation of activities on assumption of contract with first documents having been submitted. Assumed to be completed in the first contract year.
CO-5	TA-21 D&D and Cleanup Campaign	C.11.2.4		00003			Anticipated to be completed by the end of the third contract year.
CO-6	RDX Final Remedy Campaign	C.9.2-5		00003	00006	00009	Anticipated continuation of remedy development activities within the first two years of the contract, any construction, and initial operation of any remedy infrastructure completion before the end of the Base Period, and operation and performance monitoring of any remedy infrastructure through Options Periods 1 and 2 of the Contract.
CO-7	Known Sites Cleanup (Above SSLs) Campaign	Several		00003			Anticipated to be completed by the end of the third contract year.
LA-H	General's Tanks Removal – Non-Campaign	C.12.2.1.1		00003			Anticipated not to be started until after buried waste piping has been excavated and the road restored for use from building TA-21-257 past the DP West Slab location (part of the TA-21 D&D and Cleanup Campaign-CO-5). Anticipated to be completed by the end of the third contract year.
CO-8	Material Disposal Areas (MDA) – A & - T Remedy Campaign	C.12.2.2-3 & C.12.2.7		00003	00006		Anticipated that the additional characterization and corrective measures evaluation will be

								conducted concurrently with the end of the TA-21 D&D and Cleanup Campaign activities (above). Anticipated that the construction of the remedy project activities will be started and completed within Option Period 1.
CO-8	Individual Permit Surface Water Corrective Actions – Non-Campaign	C.8			00003	00006	00009	Anticipated consistent effort required in each contract year of the base period. Anticipated 50% reduction (from a year in the Base Period) in effort in each year of Option Period 1 and a 50% reduction (from a year in Option Period 1) in effort in each year of Option Period 2, because previous work will come off permit.
Priority CO-#; EM-LA-A-Z	**Base or Campaign Scope**	**PWS Elements**	**Transition Period CLIN**	**Base Period CLINs**		**Option Period 1 CLINs**	**Option Period 2 CLINs**	**Assumptions on Starts & Completion**
CO-10	Southern Boundary Protection Campaign	C.11.2.20, C.11.2.23, C.11.2.24			00003	00006		Anticipated that this campaign will start in the last contract year or two of the Base Period and will be completed within Option Period 1. Sequence of aggregate area parts up to contractor.
CO-11	MDA-C Remedy Campaign	C.12.2.2			00003	00006		Anticipated engineering conducted in mid-Base Period, construction starting in base but completion in Option Period 1. Post-construction monitoring in Option Period 1. Sequence up to contractor.
CO-12	Sandia Canyon Watershed Campaign	C.11.2.6 C.11.2.7, C.11.2.8, C.11.2.9, C.11.2.10, C.11.2.11, C.11.2.12, C.11.2.13			00003	00006		Anticipated start late in Base Period but completing in Option Period 1. Sequence of aggregate area parts up to contractor.
CO-13	Pajarito Watershed Campaign (172 SWMUs)	C.11.2.14, C.11.2.15,				00006		Anticipated to start and complete in Option Period 1 but after significant progress on Sandia

		C.11.2.16, C.11.2.17					Canyon Watershed Campaign (above). Sequence of aggregate area parts up to contractor.
CO-14	Upper Water Watershed Campaign (279 SWMUs)	C.11.2.18, C.11.2.19, C.11.2.25				00006	00009	Anticipated to start in Option Period 1 but after significant progress on Pajarito Watershed Campaign (above). Sequence of aggregate area parts up to contractor.
CO-15	MDA-AB Remedy Campaign	C.12.2.7, C.11.2.26, C.11.2.27				00006	00009	Anticipated to start in Option Period 1 but to be logically sequenced after the MDA-C Remedy Campaign (above).
Priority CO-#; EM-LA-A-Z	**Base or Campaign Scope**	**PWS Elements**	**Transition Period CLIN**	**Base Period CLINs**	**Option Period 1 CLINs**	**Option Period 2 CLINs**	**Assumptions on Starts & Completion**
CO-16	MDA-H Remedy Campaign	C.12.2.4				00006	00009	Anticipated to start with CME development at the beginning of Option Period 1 and statement of basis support late in Option Period 1 and complete in Option Period 2.
CO-17	MDAs –G and –L Remedy Campaigns	C.12.2.3, C.12.2.5 C.11.2.6				00006	00009	Anticipated to start preparing a CME for remedy projects through CME in Option Period 1 years 7 and 8 of the contract and statement of basis late in Option Period 1 and through Option Period 2. This campaign will not proceed to construction during this contract. The SVE will be conducted starting after the NTP – in advance of the CME development.

ATTACHMENT L-9
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/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.