PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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L.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one 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 this/these address(es):

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

http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation

L.2 52.252-5 Authorized Deviations in Provisions (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR 9) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.3 52.204-7 System for Award Management (OCT 2016)

L.4 52.204-22 Alternative Line Item Proposal (JAN 2017)

L.5 52.215-1 Instructions to Offerors - Competitive Acquisition (JAN 2017)

L.6 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Firm-Fixed Price Construction contract resulting from this solicitation.

L.7 52.222-5 Construction Wage Rate Requirements – Secondary Site of the Work (MAY 2014)

(a)

(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)

(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

L.8 52.232-13 Notice of Progress Payments (APR 1984)

L.9 DOE-I-2006 52.225-12 Notice of Buy American Act Requirement - Construction Materials under Trade Agreements (DOE Deviation) (FEB 2008)

(a) Definitions. "Construction material," "designated country construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in clause 52.225-11 of this solicitation entitled "Buy American Act--Construction Materials Under Trade Agreements (DOE Deviation) (FEB 2008)".

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act 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 clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act 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 Act, 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 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 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 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 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.

L.10 952.219-70 DOE Mentor-Protege Program (MAY 2000)

L.11 952.233-5 Agency Protest Review (SEP 1996)

L.12 Offer Acceptance Period

The offeror's proposal shall be valid for 270 calendar days after the required due date for proposals.

L.13 DOE-L-2001 Proposal Preparation Instructions – General (OCT 2015)

(a) Definitions

(1) Offeror. The term "offeror," as used in this Section L and Section M, refers to the single entity submitting the proposal. The offeror may propose as a single business entity or it may propose under a "Contractor Team Arrangement". The offeror may be an existing or newly-formed business entity for the purposes of competing for any contract resulting from this solicitation. If the offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals.

(2) Contractor Team Arrangement. This term as used in this Section L and M means an arrangement in which two or more companies form a partnership or joint venture to act as a prime contractor.

(3) Major subcontractor. A major subcontractor is a subcontractor, at any tier, who is anticipated to perform 10% or more of the total contract value over the contract period.

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

In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used and will be the sole method for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the ~~FedConnect~~"RFP" tab of the OF200 MTF procurement website at: ~~https://www.fedconnect.net.~~https://www.emcbc.doe.gov/SEB/OF200MTF/. This electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties will need to maintain continual surveillance of this 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.

The ~~solicitation, amendments,~~ reference documents~~,~~ and other communications are also available through the procurement website at https://www.emcbc.doe.gov/SEB/OF200MTF/.

(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 hard copy proposals ~~electronically through FedConnect~~ by ~~the date and time specified in Standard Form 1442, Solicitation, Offer, and Award (Construction, Alteration, or Repair), in Section A of this solicitation and other provisions of Section L.~~May 21, 2018 at 1500 Eastern Daylight Time. Proposals shall only be accepted ~~through FedConnect. It is imperative that the offeror read and understand how to submit its proposal using the FedConnect web portal.~~at the address provided below. All proposal documents required by this solicitation must be ~~uploaded and~~ received in their entirety ~~in the FedConnect Responses web portal~~ no later than the date and time specified ~~in Standard Form 1442.~~above. Failure to submit a response that is received ~~through the FedConnect Responses web portal~~at the designated location 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 provide a password protected document file to the prime and share the password with the Contracting Officer.~~It is acceptable for major subcontractors to submit sealed envelopes with proprietary data within the prime offeror proposal. The subcontractor proposal must

adhere to the proposal due date/time in the solicitation and be submitted by the prime contractor ~~via FedConnect~~.

~~Electronic~~The hard copy submission of a proposal ~~via FedConnect~~marked "Original Copy" shall be considered the offeror's official offer and will be considered binding.

In addition to the ~~electronic~~original hard copy submission of the offeror's proposal, the offeror shall submit the required number of paper and CD-ROM/DVD copies of each proposal volume as indicated below. The content in the paper ~~copy~~and CD-ROM/DVD copies shall be identical to the content of the ~~electronic copies~~Original Copy. The only exception is the financial statements and annual reports in the Volume III proposal, which shall be included in the ~~electronic~~CD-ROM/DVD submission and the signed original only, but are not required to be included in the additional paper copies. The ~~paper copies~~proposals shall be ~~submitted no later than the proposal due date~~sent to:

U.S. Department of Energy

Attention: Travis Marshall, Contracting Officer

Address: 250 E. 5th Street, Suite 500

City/State/Zip: Cincinnati, OH 45202

Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY. RFP NO. 89303318REM000002

E-mail: travis.marshall@emcbc.doe.gov

Phone: 513-246-0103

Note: Offerors delivering proposals via mail courier or hand-delivered to the above address should contact Travis Marshall via telephone at 513-246-0103 or email at travis.marshall@emcbc.doe.gov in advance to advise of the anticipated delivery date and time.

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	**Copies Required**
Volume I – Offer and Other Documents	1 signed original and 2 copies and 2 CD-ROM/DVD

Volume II – Technical and Management Proposal	1 signed original and 5 copies and 5 CD-ROM/DVD
Volume III – Price Proposal	1 signed original and 5 copies and 5 CD-ROM/DVD

The cover and outside of each CD-ROM/DVD must clearly identify the volume to which it relates. The ~~electronic media~~CD-ROM/DVD versions provided shall be searchable. The CD-ROMs/DVDs are provided for SEB evaluation convenience only. In the event of a conflict, the offeror's ~~electronic~~original hard copy submission of a proposal ~~via FedConnect~~ takes precedence over ~~the paper~~all other copies~~ and CD-ROM/DVD text.~~.

(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 so grossly and obviously deficient as to be totally unacceptable on its face. 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. The page limits are as follows:

SECTION	**PAGE LIMITATIONS**
Technical Approach	60 pages*

Key Personnel Resumes	4 pages each
Key Personnel Letters of Commitment	1 page each
Offeror Past Performance Reference Information Form	5 pages each
List of Contracts Terminated for Default or Convenience	No Page Limit
List of DOE Contracts	No Page Limit
Work Performance Matrix	No Page Limit
Past Performance Consent Statement(s)	No Page Limit

* *Note that the Primavera P6 Project Schedule, Attachment L-8 Full-Time Equivalents by Month, and Attachment L-9 Heavy Construction Equipment List do not count towards the 60 page limitation of the Technical Approach factor.*

(iii) Volume III, Price Proposal – No page limit.

(2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth above, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, blank pages, and the cross reference matrix. Those pages that exceed the limits set forth 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 pricing information shall be submitted and addressed only in Volume III, Price Proposal, unless otherwise specified.

(f) Proposal specifications.

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

(2) Cross reference matrix. The offeror shall provide a cross reference matrix which correlates the proposal by page and paragraph number to the SOW, 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. 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.

(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. Print type used in completing forms attached to this RFP as Microsoft® (MS) Word®, Access®, or Excel® documents shall 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; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition. This is the only information that can be displayed within the margins. Two columns of text per page and use of boldface type for paragraph headings are acceptable.

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

(7) File format. Files shall be submitted in readable and searchable (not scanned) Microsoft Word, Adobe Acrobat PDF, or Microsoft Excel, as appropriate, in formats compatible with the current version of the software, except the following specific files:

- The Level 3 project schedule shall be submitted as a Primavera P6, version 16.1, "XER" file type.
- Electronic copies of financial statements and Annual Reports shall be submitted in portable document format (PDF files are required).

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. Price 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.

(9) Excel printed paper formatting. As part of the offeror's proposal submission, the offeror shall provide Section L Attachments L-5 *Price Proposal Worksheet and Percentage of Total Contract Value*, L-8 *Full-Time Equivalents by Month*, and L-9 *Heavy Construction Equipment List*, in accordance with the solicitation requirements (paper copies and electronic versions), including the font size requirements. To address the potential width and height of the documents in the printed paper copies, offerors are allowed to logically break these Excel worksheets into multiple pages in order to meet the solicitation requirements. Also, it is acceptable for offerors to scale the printed paper copies of the L-5, L-8, and L-9 worksheets to a smaller print size, so long as the documents are legible. Additionally, if the L-5, L-8, and L-9 worksheets span multiple pages, then each page of the worksheets shall include the applicable column and row headers.

(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 via OF200MTF@emcbc.doe.gov no later than ~~25 calendar days prior to the proposal due date.~~April 12, 2018. 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 OF200MTF@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. These sections will be incorporated into the contract by reference.

L.14 DOE-L-2002 Proposal Preparation Instructions, Volume I – Offer and Other Documents (NOV 2016) – Alternate I (OCT 2015), Alternate IV (OCT 2015), Alternate VI (OCT 2015)

(a) 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. Fill-ins are generally marked "***[offeror fill-in]***"; however, offerors are responsible for ensuring all required fill-ins are completed with proposal submission (even if not overtly identified as "***[offeror fill-in]***"). If any fill-ins are not applicable, the offeror shall state such. A listing of areas requiring fill-in include, but are not limited to:

Section B:

- B.1, DOE-B-2006 Firm-Fixed-Price Contract (OCT 2014) *(note - offeror is to fill in the "Total Contract Price" line, as well as all empty cells in the table's "Price" column.)*

Section H:

- H.24, DOE-H-2070 Key Personnel (OCT 2014)

Section I:

- FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) – Alternate I (JAN 2011)
- FAR 52.219-28 Post-Award Small Business Program Rerepresentation (JUL 2013)

- FAR 52.223-3, Hazardous Material Identification and Material Safety Data (JAN 1997) – Alternate I (JUL 1995)
- DOE-I-2011 52.225-11, Buy American Act – Construction Materials Under Trade Agreements (PMA Deviation) (FEB 2008)
- DEAR 952.227-82 Rights to Proposal Data (APR 1994)

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

(c) Standard Form 1442, Solicitation, Offer, And Award (Construction, Alteration, or Repair) – One (1) signed original of the Standard Form (SF) 1442 must be provided in addition to a copy for each set of the Volume I.

(1) The person signing the SF 1442 must have the authority to commit the offeror to the terms and conditions of the resulting contract. By signing and submitting the SF 1442, 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 19 of the SF 1442.

(3) The offeror shall insert 270 calendar days in block 17 of the SF 1442 in accordance with Section L provision Offer Acceptance Period.

(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 (DUNS) number 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 major subcontractors. The offeror's proposal submission, including Volume II, shall only include major subcontractors. ~~For all subcontracts, the offeror must submit the information required by FAR 15.404-3.~~

(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 management responsibility of 51% or greater for the offeror.

(f) Representations and certifications.

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

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

(g) Exceptions and deviations.

(1) Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. 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) Small business subcontracting plan. The offeror shall provide its Small Business Subcontracting Plan in accordance with the clause at FAR 52.219-9, Small Business Subcontracting Plan, unless, pursuant to FAR 19.702, a small business subcontracting plan is not required. The requirements of a Small Business Subcontracting Plan are found at FAR 19.704. This plan will be incorporated into the contract in Section J, Attachment J-5, per clause DOE-H-2050, Incorporation of Small Business Subcontracting Plan.

(1) To be considered acceptable, the offeror's plan shall address, in adequate detail, each of the 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 elements identified in FAR 52.219-9(d) in adequate detail may make the offeror ineligible for award of a contract.

(2) 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:
- Veteran-owned small business: 3%
- Service-disabled veteran-owned small businesses: 3%
- HUBZone small businesses: 3%
- Small disadvantaged businesses: 5%
- Women-owned small businesses: 5%

(3) 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 both the Section H Clause entitled, Subcontracted Work, and the Section I Clause entitled, FAR 52.236-1 Performance of Work by the Contractor.

(i) Organizational Conflicts of Interest.

(1) The offeror shall comply with the organizational conflict of interest requirements of Section K.

(2) If the Contracting Officer identifies an existing or potential OCI, the offeror shall submit any information requested by the Contracting Officer, which may include an OCI mitigation plan.

(3) At this point in time, it is anticipated that the future ORR Cleanup contractor(s) (see the procurement website at https://www.emcbc.doe.gov/seb/orrcc/ for the latest information) will continue to provide support to DOE during construction of the Outfall 200 Mercury Treatment Facility and perform as the operations contractor. While DOE cannot make a definitive assessment at this time, there is the potential for a conflict of interest that cannot be mitigated between performing as the prime contractor under both the OF200 MTF and ORR Cleanup contract(s). In submitting its offer, the offeror understands the potential for a conflict of interest that cannot be mitigated exists between the OF200 MTF successful offeror and the future ORR Cleanup prime contractor(s).

(j) Bonding Letter. The offeror shall submit proof of bonding capabilities (letter from bonding agent) in accordance FAR 52.228-15, Performance and Payment Bonds - Construction. The letter shall state offeror's bonding levels. Offerors unable to provide proof of bonding capabilities or bond for the original contract price amount may be eliminated from competition.

L.15 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 work statement; rather, offerors shall provide their specific approach and capabilities to perform the required work. Moreover, offerors shall not merely restate the work scope and/or other solicitation requirements in its technical and management proposal.

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

L.16 DOE-L-2004 Proposal Preparation Instructions, Volume II – Technical Approach (OCT 2015)

(The Technical Approach section shall not exceed 60 pages, excluding the Primavera P6 Project Schedule, Attachment L-8, Full-Time Equivalents by Month, and Attachment L-9, Heavy Construction Equipment List.)

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

(a) General Work Execution Approach

The offeror shall describe its technical approach and assumptions for successfully completing the construction of the OF200 MTF in the following areas:

- Project management/mobilization
- Procurement
- Excavation and site work, with particular emphasis on
  - Excavation/shoring approach
  - Water control approach
  - Waste management planning and disposition
  - Radiological protection approach
- Facility construction, with particular emphasis on
  - Hoisting and rigging approach
  - Construction of the intake diversion and effluent discharge structures
- System Acceptance Testing
- Finishing and demobilization

(b) Safety

The offeror's proposal shall describe its approach for establishing and maintaining a Worker Safety and Health Program (WSHP) and an Integrated Safety Management System (ISMS).

(c) Quality Assurance and Control

The offeror's proposal shall describe its approach to successfully implement and execute a quality assurance program.

The offeror shall provide an overview of their approach to quality control.

(d) Project Schedule

The offeror shall submit a project schedule organized by CLIN/SubCLIN. The schedule shall be provided in Primavera P6, version 16.1 (as indicated in DOE-L-2001 Proposal Preparation Instructions – General, this does not count towards the Technical Approach

page limitation). The schedule shall be a detailed, resource loaded critical path schedule including predecessor/successor relationship logic, start/finish dates, and clearly identified subtask durations in calendar days.

The offeror shall provide a narrative that describes key interface points and risks associated with the schedule and describe its approach to overcome or mitigate these risks. Note that this narrative portion does count toward the Technical Approach page limitation.

Offerors shall consider and use all of the assumptions contained in Attachment L-10 *Assumptions* when preparing the schedule. For proposal purposes, utilize an initial Notice to Proceed (NTP) date of 9/17/2018. Offerors shall complete the entire work ready for use not later than 1,461 calendar days after the initial NTP.

(e) 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. 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 identify the positions of the proposed key personnel and other heads of organizational elements. The offeror shall identify major subcontractors and/or corporate resources from parent organizations, affiliate organizations, or other entities, and describe how their respective work will be integrated and controlled.

(f) Subcontracting Approach

The offeror shall describe its approach to meet the requirement to subcontract at least 40%, but no more than 70% of the Total Contract Value in a timely and effective manner, in accordance with the limitations of both the Section H Clause entitled, Subcontracted Work, and the Section I Clause entitled, FAR 52.236-1 Performance of Work by the Contractor. In addition, the offeror shall describe its process to identify meaningful work scope (as defined in Section H clause, Subcontracted Work) that can be performed by small business subcontractors. The offeror shall describe its subcontracting approach, including its decision process regarding use of subcontractors, and approach for managing subcontractors.

(g) Labor and Equipment Information

Utilizing the template found in Attachment L-8, Full-Time Equivalents by Month (as indicated in DOE-L-2001 Proposal Preparation Instructions – General, this does not count towards the Technical Approach page limitation), the offeror shall provide a table and graph depicting the total full-time equivalents (FTEs) by month, for the entire contract performance period. The full-time equivalent information shall include the prime contractor and all subcontractors. An FTE is defined as 160 labor hours per month.

Additionally, utilizing the template found in Attachment L-9, Heavy Construction Equipment List (as indicated in DOE-L-2001 Proposal Preparation Instructions – General, this does not count towards the Technical Approach page limitation), the offeror shall provide a list and quantity of the types of heavy construction equipment to be utilized in the performance of the contract. Additionally, the offeror shall provide the associated total on-site duration in months for the given equipment type in support of each CLIN. The equipment information shall include the prime contractor and all subcontractors. Heavy construction equipment includes all equipment whose weight is greater than 2 tons and needed to execute the offeror's proposed technical approach. Construction trailers and other workforce support equipment items (e.g. vehicles) are excluded from this count.

The offeror shall provide a narrative to explain the rationale and basis for the data provided and the estimated quantities. The narrative shall describe the offeror's estimating methodologies used, all key technical assumptions, and all assumptions regarding Government-furnished services and information. All assumptions must be sufficiently explained. Note that this narrative portion does count toward the Technical Approach page limitation.

L.17 DOE-L-2005 Proposal Preparation Instructions, Volume II – Key Personnel (OCT 2015)

(The Key Personnel section shall be limited to the key personnel resumes, which are limited to four (4) pages each, and the letters of commitment, which are limited to one (1) page each.)

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

(a) Key Personnel

The offeror shall propose the following key personnel: Project Manager and Construction Manager. Only one individual may be proposed for each key personnel position.

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

The offeror shall not provide the names or qualifications of any non-key personnel, except as otherwise specified in other solicitation provisions.

(b) Resume

(1) The offeror shall provide written resumes for all proposed key personnel in the format shown in Attachment L-1, *Key Personnel Standard Resume Format*. 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) Demonstrated experience in performing work similar to that described in the SOW and commensurate with the proposed position.

(ii) Record of past success, demonstrated leadership, and accomplishments in performing work similar to the position for which each of the Key Personnel are proposed.

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

(iv) Each resume shall include at least three references having direct knowledge of the qualifications of the proposed key person.

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

(c) Letter of Commitment

A letter of commitment shall be submitted for each individual proposed as a key person. Each key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the date of contract award for a period of two (2) years. The letter of commitment shall state, as follows:

"I hereby certify that the resume submitted as part of the proposal is true and correct, and _____ (insert name of individual proposed) will accept the proposed position of _____ (insert name of proposed position) if _____ (insert name of offeror) receives the award and will perform in the proposed position for minimum of two (2) years beginning on the award date of the contract."

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

(d) Oral Interview – Project Manager

(1) DOE will conduct an oral interview with each offeror's proposed Project Manager for the purpose of determining this individual's qualifications and suitability, including leadership capability for the proposed position.

(2) A question and answer oral interview format will be used. Questions will not be provided to offerors in advance. Offerors may not present any formal presentation

prepared in advance. The interview will be conducted during a period of up to 60 minutes.

(3) Logistics.

(i) The offeror shall not bring into the interview room any presentation or reference material including the written proposal, resume, or electronic equipment, e.g., computers/laptops, cell phones, cameras, and video or audio recording equipment. The Project Manager is prohibited from contacting anyone during the oral interview.

(ii) DOE will make a recording of the interview. After award, a copy of the video recording may be provided to the offeror upon request.

(4) Schedule.

(i) Each offeror will be notified within 15 working days after the proposal submission deadline of the date, time, location, and other instructions related to its oral interview. The oral interviews will commence within approximately 30 to 40 business days after the proposal submission deadline. DOE reserves the right to conduct the oral interviews outside of this approximate timeline or to reschedule an offeror's interview. DOE will not consider a request from an offeror to reschedule its oral interview except under extenuating circumstances (e.g., personal illness or emergency).

(5) Limitations of oral interviews. The oral interviews 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.

L.18 RESERVED

L.19 DOE-L-2010 Proposal Preparation Instructions, Volume II – Past Performance (OCT 2015)

(The Past Performance section shall be limited to the Attachment L-2, Past Performance Reference Information Form, the Attachment L-4, List of Contracts Terminated for Default

or Convenience, Attachment L-6, List of DOE Contracts, the completed Attachment L-7, Work Performance Matrix, and Past Performance Consent Statement(s).)

Offerors shall include the following information in the Volume II - Technical and Management Proposal (on the Attachment L-2, *Past Performance Reference Information Form*, Attachment L-4, *List of Contracts Terminated for Default or Convenience*, Attachment L-6, *List of DOE Contracts*, Attachment L-7, *Work Performance Matrix*, and Past Performance Consent Statement(s), identified above) related to the offeror's past performance:

(a) Offeror past performance. The offeror shall provide information on contracts that are most similar in terms of scope, size, and complexity to the requirements of the Statement of Work. Similar scope, size, and complexity are defined as follows: scope – type of work (e.g., work as identified in the SOW); size – dollar value (including total value and approximate average annual value) and contract period of performance; and complexity – performance challenges (e.g., working with Federal, State, and other regulatory bodies and stakeholder groups, rigorous safety and quality requirements, deep excavations in karst geology, installation of drilled concrete piers in karst geology, field erection of water storage tanks in congested footprints).

(b) Major Subcontractor past performance. In addition to the offeror's information on relevant past performance, the offeror shall provide information on the relevant past performance for any proposed major subcontractors that are proposed to perform work under the contract. Major subcontractors are defined in L.13(a). The offeror's other subcontractor(s), not meeting the major subcontractor definition, shall not submit past performance information and any submitted information will not be evaluated. The offeror shall provide information on contracts that are most similar in scope, size, and complexity, as defined above in paragraph (a), to that portion of the work that the major subcontractor is proposed to perform under this solicitation.

(c) Newly formed entity and predecessor companies. If the offeror is a newly formed entity with no record of past performance, the offeror shall provide past performance information for its parent organization(s) or, if applicable, the member organizations composing the Contractor Team Arrangement.

The offeror, whether or not they are a newly formed entity, may also provide past performance information resulting from mergers or acquisitions and may also provide past performance information on predecessor companies. Additionally, the offeror may provide past performance information of a parent or affiliated company provided the offeror's proposal demonstrates that the resources of the parent or affiliated company will be provided or relied upon in order to affect the performance of the offeror.

(d) Work to be performed. The past performance information provided for the offeror and its major subcontractors, if any, shall describe its relevancy to the proposed acquisition and to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the SOW, the work to be performed by each entity, and the past performance of that entity. Each discrete contract provided must be attributed to a specific entity. All information provided by the offeror shall be described in sufficient detail to enable the Government to clearly identify and

define the portion of work to be performed by each entity under the offeror's proposed approach.

(e) Work Performance Matrix. The offeror shall complete the *Work Performance Matrix* (Attachment L-7) for it (including all members of a Contractor Team Arrangement) and each major subcontractor with the percentage of work that each will perform in each SOW area. The offeror shall also ensure the information provided is consistent with the Attachment L-2, *Past Performance Reference Information Form*.

(f) Contracts information. The offeror shall provide past performance information on three contracts. If the offeror is a newly formed entity and no contracts have been awarded to it, the offeror shall provide past performance information on three contracts for each of its parent organization(s) or for each of its member organizations if the offeror is proposing under a Contractor Team Arrangement. Additionally, the offeror shall provide past performance information on three contracts for each proposed major subcontractor. The offeror shall only provide past performance information for contracts that are currently being performed and/or for contracts that were completed within the last five years from the original solicitation issuance date.

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

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

(g) Terminated contracts. The offeror shall provide a listing in Attachment L-4, *List of Contracts Terminated for Default or Convenience,* of any contracts of the offeror, including all members of any Contractor Team Arrangement, and major subcontractors, that were terminated within the past five years from the original solicitation issuance date. The reasons for the termination for each of the identified contracts shall be provided as well. This listing of terminated contracts is not limited to only those contracts contained in the Attachment L-2 *Past Performance Reference Information Form*. If there are no terminated contracts to report, Attachment L-4, *List of Contracts Terminated for Default or Convenience,* shall be submitted with a blank table, along with

a note indicating that there are no terminated contracts within the time period specified in the solicitation.

(h) Past Performance Questionnaire

The offeror shall provide the *Past Performance Cover Letter and Questionnaire* contained in Attachment L-3 to the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office for completion, for those contracts provided within the Attachment L-2, *Past Performance Reference Information Form*. 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 one week prior to the due date for receipt of proposals.

(1) DOE address and contact information:

U.S. Department of Energy

Attention: Travis Marshall, Contracting Officer

Address: 250 E. 5th Street, Suite 500

City/State/Zip: Cincinnati, OH 45202

E-mail: travis.marshall@emcbc.doe.gov

Phone: 513-246-0103

(2) Envelopes shall be marked as follows:

TO BE OPENED BY ADDRESSEE ONLY.
RFP NO. 89303318REM000002

(3) The offeror shall be responsible for following up with the client point of contact to ensure that the questionnaire has been completed and returned to the DOE Contracting Officer identified above on time. 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. Questionnaires not received by the due date identified above may not be considered if consideration will unduly delay evaluations. The offeror may contact the Contracting Officer at the e-mail provided in this solicitation to confirm the receipt of any questionnaires.

(i) Sources of past performance information. The Government may contact any or all of the references provided in the *Past Performance Reference Information Form*. The Government may also obtain past performance information from sources other than those provided by the offeror. This may include, but not be limited to, commercial and Government clients, Government records, regulatory agencies, and Government databases such as the Government's Past Performance Information Retrieval System (PPIRS). The Government may also consider "close at hand information" (i.e., information relating to the same or similar services with the same procuring activity, or information personally known to the evaluators). The Government will only consider

information for work determined to be at least somewhat relevant to the acquisition in terms of similar scope, size, and complexity, as defined above in paragraph (a) that is currently being performed or has been completed within the last five years from the original solicitation issuance date.

(j) List of DOE Contracts. The offeror, to include all members of a Contractor Team Arrangement, if any, shall provide a listing on Attachment L-6, *List of DOE Contracts*, of all DOE prime contracts (including National Nuclear Security Administration) currently being performed and/or for contracts that were completed within the last five years from the original solicitation issuance date. This includes contracts for which the offeror or major subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime contractor to DOE.

(k) Past Performance Consent Statement. As past performance information is proprietary source selection information, by default, the Government can only discuss past performance information directly with the prospective prime contractor, team member or subcontractor that is being reviewed. If there is a problem with a proposed subcontractor's or team member's past performance, the prime can be notified of a problem, but no details will be discussed without the team member's/subcontractor's permission. Therefore, the Government is requesting the following consent statement be completed, as applicable, by all proposed members of a Contractor Team Arrangement, and all major subcontractors, by checking the appropriate "provide consent" or "do not provide consent" box, as well as providing all other requested information.

Dear (Contracting Officer),

We are currently participating as a [teaming member/major subcontractor] with [name of offeror providing proposal] in responding to the Department of Energy, request for Proposal 89303318REM000002 for the Outfall 200 Mercury Treatment Facility construction contract.

In order to facilitate the performance confidence assessment process we hereby [ ] provide consent OR [ ] do not provide consent to allow you to discuss our past and present performance information with the [name of offeror providing proposal] during the source selection process.

_____

_____

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

Company Name:

Address:

L.20 DOE-L-2011 Proposal Preparation Instructions, Volume III – Price Proposal (OCT 2015)

(a) General. The offeror shall prepare its price proposal in accordance with the instructions contained in this provision. The offeror's proposal contains the offeror's price to perform the work set forth in the Statement of Work; therefore, it must be current, accurate, complete and well documented. Price information is not to be included in other proposal volumes, unless specifically requested in the solicitation. The offeror shall provide a completed Section B.1 with proposed firm fixed prices to perform the requirements set forth in the SOW. The offeror shall provide a proposed price for this effort by completing Attachment L-5, Exhibit A, *Price Proposal Worksheet* (MS Excel workbook). If there is a discrepancy between the prices specified by the offeror in Section L, Attachment L-5 and the corresponding prices specified by the offeror in Section B.1, the prices specified by the offeror in Section B.1 will be used to determine the total evaluated price. All pages, including forms, must be page numbered and all forms, tables, or exhibits must be identified in the table of contents or index.

(b) CLIN Structure. The offeror shall propose prices at the CLIN and SubCLIN levels (as applicable) needed to accomplish the SOW, by completing both Section B.1 and Attachment L-5, Exhibit A, *Price Proposal Worksheet*. All professional, non-craft labor associated with other CLINs, with the exception of SubCLIN 0001A *Mobilization and Pre-Mobilization Submittals Project Management*, are to be proposed under SubCLIN 0001B *Construction, Testing & Demobilization Project Management*, to include allocation of subcontractor non-craft labor costs to the extent practicable.

(c) Anticipated Funding. To assist offerors in preparation of proposals, the anticipated funding profile during the period of performance by Government Fiscal Year (FY) is as follows:

Funding Profile

Contract Funding Profile (in $M)	
Gov't Fiscal Year	**Funding Profile**
FY18	**$1.0M**
FY19	**$11.0M**
FY20	**$23.0M**
FY21	**$46.0M**
FY22	**$11.0M**
Contract Total	**$92.0M**

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.

(d) Offerors shall consider and use all of the assumptions contained in Attachment L-10 *Assumptions* when preparing the price proposal.

(e) If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine whether the price is fair and reasonable (and if applicable, realistic; see M.6 *Evaluation Factor – Price*, paragraph (d)), 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.

(f) Narrative support. The offeror, each team member, and subcontractors shall provide narrative support sufficient to explain the development of prices proposed; the rationale and basis for the data provided; and the basis for the reasonableness and realism of the proposed 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 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 and realism of the proposed prices. If available, offerors shall provide any relevant correspondence or reports available from its cognizant Defense Contract Audit Agency (DCAA) office, such as DCAA accounting and estimating system reviews, prior year incurred cost audit reports, etc., in order to provide an aid in evaluation.

(g) Proposal modifications and revisions. Any modification or revision to the price proposal, as defined and allowed in accordance with the provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisitions, shall clearly indicate the price impact of the modification to the same level of detail shown in the original proposal. Once the prospective contractor has been selected, the prices submitted with its proposal shall not be subject to change.

(h) Contract period of performance. For pricing purposes, the offeror shall utilize an initial NTP date of 9/17/2018. The period of performance is set forth in Section F, Deliveries or Performance.

(i) File format. The offeror shall submit Attachment L-5 using Microsoft Excel format, ensuring that formulas can be viewed. The offeror shall provide supporting narrative consistent with the file format requirements as set forth in the provision DOE-L-2001, Proposal Preparation Instructions – General.

(j) Cognizant federal agency. (1) FAR 42.703-1(a) requires that a single agency shall be responsible for establishing indirect rates. This single agency, referred to as the Cognizant Federal Agency (CFA), is normally the federal agency with which the offeror, by fiscal year, has the largest unliquidated contract dollar amounts.

(1) The offeror shall identify its CFA, if known, by providing the following information for the offeror and proposed subcontractor(s):

(i) Cognizant federal agency.

(ii) Contracting Officer's name, address, telephone number and email address.

(2) Offerors shall provide any relevant correspondence or reports available from its cognizant Defense Contract Management Agency (DCMA) office, such as DCMA accounting and estimating system approvals, in order to provide an aid in evaluation.

(3) If the offeror does not know its CFA, the offeror must provide this same information for each federal agency with which it has active contracts or subcontracts. The offeror shall list the information starting with the oldest contract. This will help DOE to identify the offeror's CFA.

(k) The offeror shall complete Attachment L-5, Exhibit B, *Percentage of Total Contract Value* by filling in the percentage of total contract value to be performed by the offeror and its subcontractors. When combined, the offeror and subcontractor totals must equal 100%. Exhibit B will be utilized to ensure the offeror proposes to perform at least 30%, but no more than 60%, of the total contract value in compliance with the requirements of Section H clause *Subcontracted Work* and Section I clause FAR 52.236-1 *Performance of Work by the Contractor*.

(l) The offeror shall provide documentation for Responsibility Determination and Financial Capability as outlined below:

(1) 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 not be limited to, the offeror's financial statements (audited, if available), notes to the financial statements for the last three fiscal years, and any available lines of credit. This information should be provided for all participants if the offeror is a joint venture or other teaming arrangement, and for major subcontractors.

(2) Using the above information and other information, the Government will make a FAR Part 9 responsibility determination of the prospective awardee.

L.21 DOE-L-2014 Date, Time, and Place Offers are Due (OCT 2015)

All Offers required by this solicitation are due ~~at the date, time, and place identified on the Standard Form (SF 1442), Solicitation, Offer, and Award (Construction, Alteration, or Repair) (See Section A, Block 13).~~no later than May 21, 2018 at 1500 Eastern Daylight Time. Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

L.22 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 it is in the Government's best interest to do so.

L.23 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.24 DOE-L-2019 Site Visit (OCT 2015)

(a) A pre-proposal site visit will be held for this procurement. This site visit is anticipated to essentially travel the same route and go to the same locations as the January 3, 2018 site tour that occurred during the Outfall 200 Mercury Treatment Facility Pre-Solicitation Conference Activities, but the site tour script will be updated to reflect the accomplishments of the Early Site Preparation work that has been performed by others. Note that there will not be a pre-proposal conference, and after completion of the pre-proposal site tour, the script will be posted to the procurement website.

(b) Specific information regarding the time, date, and location of the pre-proposal site visit, as well as registration information, will be posted to the EMCBC procurement website:

https://www.emcbc.doe.gov/SEB/OF200MTF/index.php

(c) Attendance at the site visit is not mandatory. The Government will not reimburse any offeror for expenses related to attendance of this site visit.

(d) Offerors are urged and expected to inspect the site where services are to be performed and satisfy themselves regarding all general and local conditions that may affect the cost of performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L.25 DOE-L-2020 Small Business Set-Aside Information (Unrestricted)

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

L.26 DOE-L-2022 Alternate Bid/Proposal Information – None (OCT 2015)

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

L.27 DOE-L-2024 Notice of Intent – Use of Non-Federal Evaluators and/or 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.28 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 via email to OF200MTF@emcbc.doe.gov not later than 14 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.29 DOE-L-2026 Service of Protest (48 CFR 52.233-2 as modified by DEAR 933.106) (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 acknowledgement of receipt from:

Travis Marshall

Contracting Officer

U.S. Department of Energy

250 E. 5th Street, Suite 500

Cincinnati, OH 45202

(b) The copy of any protest must 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 must be furnished to the following address within the time periods described in paragraph (b) of this clause:

U.S. Department of Energy

Assistant General Counsel for Procurement and Financial Assistance (GC-61)

1000 Independence Avenue, S.W.

Washington, DC 20585

Fax: (202) 586-4546

L.30 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 33.2014(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.31 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.

Section L - Instructions, Conditions and Notices to Offerors

Attachment L-1: Key Personnel Standard Resume Format

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

Name of Key Person:

Name of Offeror:

Proposed Position with Offeror:

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

Name of Company with whom Key Person will be Employed:

Country of Citizenship:

Duties and Responsibilities in Proposed Position:

Relevant Experience: (Starting with current position and working backwards: Identify name and address of employer, 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 Outfall 200 Mercury Treatment Facility construction project issues and capability to function effectively in the proposed position.)

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

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)]

Section L - Instructions, Conditions and Notices to Offerors

Attachment L-2: Past Performance Reference Information Form

(Completed Form limited to five (5) pages per reference contract for boxes #1-21, and up to two additional pages for Box #22. If the reference contract is/was a subcontract to a prime contract, the information contained within this L-2 form shall only pertain to the subcontract information.)

Past Performance Reference Information Form

1. Name and DUNS # of Offeror Submitting Proposal:	
2. Name and DUNS # of Company for which L-2 Form is being submitted:	
3. Name of Reference Contract Client (e.g., Government Agency or Prime Contractor):	
4. Name and DUNS # of Entity Reference Contract Was Awarded To:	
5. Reference Contract Number: Reference Contract Title:	
6. Reference Contract Available in PPIRS *(i.e., Yes/No)*:	
7. Reference Contract Client Point of Contact: *The reference point of contact must include the Contracting Officer (or equivalent), and may also include the Project Director or Contracting Officer's Representative (or equivalents).	Name: Title: Telephone: Email: Address:
8. Reference Contract Period of Performance:	
9. Reference Contract Start Date:	
10. Reference Contract Completion/Termination Date:	
11. Reference Contract Type (e.g., FP, T&M, CPFF, CPIF, CPAF, etc.):	
12. Reference Contract Total Value and Approximate Average Annual Value *(separately list fee if cost-type)*:	
13. Reference Contract Value Performed To Date *(Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment; Date = RFP release date)*:	
14. Portion (%) of work Company (identified in #2) is proposed to perform on OF200 MTF:	
15. Scope Company (identified in #2) is proposed to perform on OF200 MTF. List applicable SOW elements:	

Past Performance Reference Information Form

16. Scope Company (identified in #4) performed on Reference Contract:	
17. Complexity Company (identified in #2) is proposed to perform on OF200 MTF:	
18. Complexity of work Company (identified in #4) performed on Reference Contract:	
19. Describe any recognized accomplishments the company identified in #4 has received on the reference Contract:	
20. Provide information on challenges/problems encountered on the Reference Contract and actions taken by the company identified in #4 to resolve these matters:	
21. Safety statistics: provide Days Away, Restricted or Transferred and Total Recordable Case (TRC) rates and hours worked for the company (identified in #4) on the Reference Contract by Government Fiscal Year (GFY) for FY 2014-2017:	
22. For the Reference Contract, identify any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments (EA) website (https://energy.gov/ea/information-center/enforcement-infocenter) and corrective actions taken to resolve those problems:	
Note: The offeror may amend the format for Attachment L-2, *Past Performance Reference Information Form*, as long as the exact information, font and size, and page limitations are followed.	

Section L - Instructions, Conditions and Notices to Offerors

Attachment L-3: Past Performance Cover Letter and Questionnaire

Past Performance Cover Letter for _____

Dear "Client":

We are currently responding to the Department of Energy (DOE) Request for Proposals No. 89303318REM000002, Outfall 200 Mercury Treatment Facility contract.

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

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

Please return the completed questionnaire within ten calendar days.

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

Email Address: OF200MTF@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
Attn: Mr. Travis Marshall
250 E. 5th Street, Suite 500
Cincinnati, OH 45202

If mailing, please mark the envelope:

"PROCUREMENT SENSITIVE SOURCE SELECTION INFORMATION - SEE FAR 3.104"
"TO BE OPENED ONLY BY THE CONTRACTING OFFICER"

A. REFERENCE CONTRACT AND CLIENT INFORMATION

Reference Contract and Client Information

Name of Company Being Evaluated:	
Contract Number and Title Being Evaluated:	
Assessment Period for which PPQ covers Company's performance:	
Evaluator's Name:	
Evaluator's Address:	
Evaluator's Phone & Email:	
Evaluator's Organization:	
Evaluator's role in the management of the contract*:	
** The reference point of contact completing and submitting the questionnaire must be the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office. Only one questionnaire should be submitted per contract reflecting a coordinated response.*	

B. RATING SCALE AND DEFINITIONS:

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

Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the Contractor recovered from without impact to the contract/order. There should have been NO significant problems identified. Note: The Contractor should not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event in each category that the Contractor had trouble overcoming and state how it impacted the 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? How well did the Contractor manage and retain key personnel?

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

Supporting Narrative:

6. Subcontract Management

Example: How well did the Contractor manage subcontracting relationships?

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

Supporting Narrative:

7. Utilization of Small Business

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

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

Supporting Narrative:

8. Regulatory Compliance

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

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

Supporting Narrative:

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

Additional Comments:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Section L - Instructions, Conditions and Notices to Offerors

Attachment L-4: 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	Terminated for Default or Convenience

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

Section L - Instructions, Conditions and Notices to Offerors

Attachment L-5: Price Proposal Worksheet and Percentage of Total Contract Value

See Attached Microsoft Excel Spreadsheet

Section L - Instructions, Conditions and Notices to Offerors

Attachment L-6: List of DOE Contracts

Instructions: The offeror, including all members of a Contractor Team Arrangement, and major subcontractors, shall provide a list of all DOE prime contracts (including NNSA) currently being performed and/or for contracts that were completed within the last five years from the original solicitation issuance date. This includes contracts for which the offeror or major subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime Contractor to DOE.

a. Contract Number:
b. Contract Title:
c. Contractor Name:
d. Period of Performance:

Section L - Instructions, Conditions and Notices to Offerors

Attachment L-7: Work Performance Matrix

SOW Sections	Company Names		
	Offeror	***Major Subcontractor 1***	***Major Subcontractor 2***
All other SOW elements			
Total			

Instructions: The offeror shall list itself and each major subcontractors (if any) shall be listed by company in the top row of the table above, and shall indicate the percentage of work to be performed by each company by SOW area (offerors shall list the applicable SOW section in the far left column of the table above). Rows may be added or deleted to encompass all of the applicable SOW sections. There shall only be one column for the offeror. Columns may be added or deleted if there are more or less than two major subcontractors. Percentages shall be rounded to the nearest whole number. Typically each row should add up to 100%; however, in cases where the total is less than 100% because subcontractors other than those designated as major are also performing work, offerors shall include a note that explains why the total is less than 100%.

Section L - Instructions, Conditions and Notices to Offerors

Attachment L-8: Full-Time Equivalents by Month

See Attached Microsoft Excel Spreadsheet

Section L - Instructions, Conditions and Notices to Offerors

Attachment L-9: Heavy Construction Equipment List

See Attached Microsoft Excel Spreadsheet

Section L - Instructions, Conditions and Notices to Offerors

Attachment L-10: Assumptions

1. Early site preparation activities, with the exception of the secant pile walls (which are located at the Headworks area) will be complete prior to issuance of the initial Notice to Proceed for this scope of work. The secant pile wall contractor will de-mobilize from the site by early December 2018.
2. No new or revised federal or state environmental permits will be required to perform the construction. Additionally, no City of Oak Ridge building permits are required for this project scope.
3. Based on available data, no remediation of water or soils is required as part of the construction work scope.
4. Debris, soils and clearing/grubbing materials are assumed to meet the waste acceptance criteria of the ORR Landfills as described in Waste Profile No. S-010, Construction/Demolition Waste.
5. No dumping fees are assessed to the Contractor at ORR Landfills.
6. The average round trip from the work site to the ORR Landfills, regardless of which Portal is used, is one hour.
7. No on-site borrow pit is available for use.
8. Reuse of excavated material as backfill is acceptable given it is in accordance with Section J Attachment J-1 *Specifications*.
9. No on-site source of concrete is available.
10. Dewatering volumes are determined from the average annual precipitation in Oak Ridge, TN (approximately 51 – 54 inches per year).
11. Characterization data indicates groundwater in the area can be discharged in the area, so extracted water from de-watering efforts is assumed to be dischargeable to the surrounding soils. Sediment controls are required.
12. The total depth for all storm water storage tank bearing piers (25 in total) is assumed to be 750 lineal ft.
13. The total depth for all equalization tank bearing piers (25 in total) is assumed to be 625 lineal ft.
14. Acceptance Test Procedures (ATP) will be developed by others.
15. Test Directors for ATPs will be provided by others.
16. No blasting will be allowed.
17. Final ATP Test Reports will be issued by others.
18. The Contractor will provide all materials necessary for the utility tie-ins. The Contractor will perform tie-ins to storm drains and sewers. The remaining tie-ins will be performed by the Y-12 Operating Contractor.
19. The average weekly Construction Progress Meeting duration is one (1) hour, and the average bi-weekly Integrated Project Team Meeting duration is one (1) hour.
20. The average amount of time spent supporting OREM with regulatory interfaces is two (2) hours, every other month for the Project Manager.
21. There will be 5% downtime (2 hours/week) due to site drills and work stoppage as mandated by Y-12.

22. The craft labor to perform System Acceptance Test Procedures are found in the below table:

	Assumed Craft Labor to Perform System Acceptance Test Procedures				
Test #	**Event**	**Construction Labor Agreement - Knoxville Building and Construction Trades Council Labor Category**	**Full-Time Equivalents**	**Hours**	**Total Hours**
1	Electrical Test Training	Journeyman Wireman	2	4	8
	Electrical Test Conduct	Journeyman Wireman	2	80	160
2	Instrumentation Test Training	Journeyman Wireman	4	4	16
	Instrumentation Test Conduct	Journeyman Wireman	4	80	320
3	Intake and Base Flow Test Training	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	4	24
	Intake and Base Flow Test Conduct	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	80	480
4	Storm Flow Test Training	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	4	24
	Storm Flow Test Conduct	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	80	480
5	Grit Handling Test Training	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	4	24
	Grit Handling Test Conduct	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	80	480
6	Stormwater Storage Test Training	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	4	24
	Stormwater Storage Test Conduct	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	80	480
7	Equalization Tank Test Training	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	4	24
	Equalization Tank Test Conduct	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	80	480
8	Dechlorination Test Training	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	4	24
	Dechlorination Test Conduct	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	80	480
9	Polymer Reaction Test Training	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	4	24
	Polymer Reaction Test Conduct	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	80	480
10	Flocculation Test Training	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	4	24
	Flocculation Test Conduct	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	80	480
11	Clarifier Test Training	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	4	24
	Clarifier Test Conduct	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	80	480
12	Multimedia Filtration Test Training	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	4	24
	Multimedia Filtration Test Conduct	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	80	480
13	Solids Dewatering Test Training	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	4	24
	Solids Dewatering Test Conduct	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	80	480
14	Backwash Waste Test Training	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	4	24
	Backwash Waste Test Conduct	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	80	480
15	Effluent Test Training	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	4	24
	Effluent Test Conduct	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	80	480
16	Building Services Test Training	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	4	24
	Building Services Test Conduct	Crew: 1 Laborer Foreman, 5 Laborer Group I	6	80	480
17	Integrated System Test Training	Journeyman Pipefitter	2	8	16
	Integrated System Test Training	Journeyman Wireman	4	8	32
	Integrated System Test	Journeyman Pipefitter	2	80	160

	Integrated System Test	Journeyman Wireman	4	80	320
TOTALS					
Journeyman Lineman					856
Journeyman Pipefitter					176
Crew: 1 Laborer Foreman, 5 Laborer Group I					7,056
Totals Labor Hours					8,088

23. The offeror shall assume Attachment J-1 *Specifications* Section 13 34 19, page 8, is intended to reference Section 08 11 00, Metal Doors and Frames.
24. The offeror shall assume that for Attachment J-1 *Specifications* Section 23 31 13 Insulated Fan Stack, the stack is not required to be listed under UL 2221, the inner liner is 10 ga. stainless steel, and the outer shell is 304 stainless steel.
25. The offeror shall assume that all wiring is to be installed in conduit, and Attachment J-1 *Specifications* Section 26 05 05 paragraph 3.01.J is intended to state that open cable trays will not be used.
26. The offeror shall assume that Attachment J-1 *Specifications* Section 31 23 23 paragraph 3.05.B is intended to state that the Owner's Testing Agency will perform the in-place density testing for Fill and Backfill consistent with the Special Inspection Plans.
27. The offeror shall consider the wording pertaining to the "opinion of the engineer" within Attachment J-1 *Specifications* Sections 43 22 56.01; 40 96 01; and 31 23 23.15 is not applicable.
28. The offeror shall assume that it is not required to provide the Overflow Neutralization Tank (CHEM-T-432) identified in Attachment J-2 *Drawings* number I941002-F-0016 as this has been eliminated and is not a requirement of this scope of work.
29. The offeror shall assume that the portable sump pumps identified in Attachment J-2 *Drawings* numbers I941002-F-0016 and I941002-F-0017 are not a requirement of this scope of work.
30. The offeror shall assume that for Attachment J-2 *Drawings* number E941002-F-0011 the reference to standard detail 2656-218 should be 2656-210, and the reference to standard detail 2656-248 should be 2656-211.
31. The offeror shall assume Attachment J-2 *Drawings* number A941002-F-0015 Interior Finish Schedule, note no. 7, is intended to reference Section 03 35 00, Concrete Finishing, for concrete sealer.
32. The offeror shall assume that for Attachment J-2 *Drawings* number E941002-F-0016, the reference to MCC-A should be MCC-C, and the reference to MCC-C should be MCC-A.