IV – Representations and Instructions

Section L
Instructions, Conditions, and Notices to Offerors
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Contents

L.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998) ...................... L-1
L.2 FAR 52.216-1 Type of Contract (Apr 1984) ................................................................. L-1
L.3 DOE-L-2017 Expenses Related to Offeror Submissions (Oct 2015) ............................... L-2
L.4 DOE-L-2022 Alternate Bid/Proposal Information – None (Oct 2015) ............................. L-2
L.5 DOE-L-2024 Notice of Intent – Use of Non-Federal Evaluators and Advisors (Oct 2015) .... L-2
L.6 DOE-L-2025 Intention to Bid/Propose (Oct 2015) ........................................................... L-2
L.10 DEAR 952.204-73 Facility Clearance (Aug 2016) ....................................................... L-13
L.13 Proposal Preparation Instructions, Volume II – Key Personnel and Organization ........ L-17
L.16 Proposal Preparation Instructions, Volume III – Price Proposal .................................... L-24
L.17 DOE-L-2014 Date, Time, and Place Offers are Due (Oct 2015) ......................................... L-26
L.18 DOE-L-2016 Number of Awards (Oct 2015) ................................................................. L-26
L.19 DOE Contacts Regarding Future Employment ............................................................ L-27
L.20 DOE-L-2020 Small Business Set-Aside Information (Unrestricted) ............................. L-27
L.21 DOE-L-2026 Service of Protest (Oct 2015)(Revised) ................................................... L-27
L.22 DOE-L-2027 Notice of Protest File Availability (Oct 2015) ............................................. L-27
L.24 List of Section L Attachments ....................................................................................... L-28
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L.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

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


<table>
<thead>
<tr>
<th>FAR/DEAR Reference</th>
<th>Title</th>
<th>Fill-In Information See FAR 52.104(d)</th>
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<tbody>
<tr>
<td>FAR 52.204-7</td>
<td>System for Award Management (Oct 2016)</td>
<td></td>
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<tr>
<td>FAR 52.204-16</td>
<td>Commercial and Government Entity Code Reporting (Jul 2016)</td>
<td></td>
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<tr>
<td>FAR 52.214-34</td>
<td>Submission of Offers in the English Language (Apr 1991)</td>
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<tr>
<td>FAR 52.214-35</td>
<td>Submission of Offers in U.S. Currency (Apr 1991)</td>
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<tr>
<td>FAR 52.215-1</td>
<td>Instructions to Offerors – Competitive Acquisition (Jan 2017)</td>
<td></td>
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<tr>
<td>FAR 52.215-22</td>
<td>Limitations on Pass-Through Charges Identification of Subcontract Effort (Oct 2009)</td>
<td></td>
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<tr>
<td>FAR 52.222-24</td>
<td>Pre-Award On-Site Equal Opportunity Compliance Evaluation (Feb 1999)</td>
<td></td>
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<tr>
<td>FAR 52.237-1</td>
<td>Site Visit (Apr 1984)</td>
<td></td>
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<tr>
<td>DEAR 952.233-4</td>
<td>Notice of Protest File Availability (Aug 2009)</td>
<td></td>
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<tr>
<td>DEAR 952.233-5</td>
<td>Agency Protest Review (Sep 1996)</td>
<td></td>
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<tr>
<td>DEAR 970.5223-3</td>
<td>Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (Dec 2010)</td>
<td></td>
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</table>

L.2 FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a performance based contract that includes Firm-Fixed-Price (FFP) Contract Line Item Number (CLIN), Cost Reimbursement (CR) CLINs, and Indefinite Delivery/Indefinite Quantity (IDIQ) CLINs resulting from this solicitation.
L.3 DOE-L-2017 Expenses Related to Offeror Submissions (Oct 2015)
This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

L.4 DOE-L-2022 Alternate Bid/Proposal Information — None (Oct 2015)
Alternate bid/proposals are not solicited, are not desired, and will not be evaluated.

L.5 DOE-L-2024 Notice of Intent — Use of Non-Federal Evaluators and Advisors (Oct 2015)
The Government may utilize non-federal evaluators and/or advisors or other non-federal support personnel for evaluating proposals received in response to this solicitation. Such personnel shall be required to sign nondisclosure agreements and to comply with personal and organizational conflicts of interest requirements in accordance with the FAR and DEAR 915.207-70(f)(5) and (6). Under the statutes governing procurement integrity, these non-federal personnel may not disclose any information learned by participating in this acquisition. See the Procurement Integrity Act, 41 U.S.C. §§ 2101-2107.

L.6 DOE-L-2025 Intention to Bid/Propose (Oct 2015)
In order to facilitate the efficiency of the Government’s solicitation and award process through advance information on the anticipated number of Offers, potential Offerors are requested to submit the name, address and telephone number of its firm or organization and any subcontractors to OCCMED@emcbc.doe.gov no later than 28 calendar days prior to the proposal due date. If the bid/proposal is to be submitted by a teaming arrangement, the Offeror is requested to submit the above information for all members of the proposing team.

L.7 DOE-L-2015 Offer Acceptance Period (Oct 2015)
The Offeror’s proposal shall be valid for 365 calendar days after the required due date for proposals.


(a) Definitions.

(1) Offeror. The term “Offeror,” as used in this Section L, refers to the single entity submitting the proposal. The Offeror may be a single corporation or a "contractor team arrangement" as defined in FAR 9.601, for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. 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. (See Volume I instructions regarding any requirement for a performance guarantee agreement).

(2) Critical Subcontractor. A “critical subcontractor” is any subcontractor that will perform work that is incorporated into the Offeror’s technical approach and the prime Offeror considers critical to enhance its team’s technical approach, experience, or ability to meet delivery requirements. Subcontractors’ work count toward the fulfillment of the Offeror’s Section H clause entitled, Subcontracted Work, requirement and other small business goals in this solicitation.
(b) Availability of the solicitation, amendments, and other documents—electronic media.

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

(2) The solicitation, amendments, reference documents, and other communications are also available through a website. The website address is https://www.emcbe.doe.gov/SEB/OCCMED/. Sensitive information, such as Official Use Only information, will require the Offeror to complete and return a Non-Disclosure Agreement as instructed on the procurement website.

c) Submission of proposals.

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

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

(3) Electronic submission of a proposal via FedConnect shall be required, however, the original, signed hard copy submission of the proposal shall be considered the Offeror’s “Official” offer and will be considered binding.

(4) In addition to the electronic submission of the Offeror’s proposal, the Offeror shall submit the required number of paper copies, CD-ROMs/DVDs, and flash drives of each proposal volume as indicated below. The content in the paper copy shall be identical to the content of the electronic copies. The only exception is the financial statements and annual reports, which shall be included in the electronic submission and the signed original only, but are not required to be included in the additional paper copies. The “Official” offer and paper copies shall be submitted
and reach the Government Offices, designated below, no later than the proposal due date in Section L.17:

MAIL TO (see table below for number of hard and electronic copies):
U.S. Department of Energy
Attention: Bill Hensley, Contracting Officer
Address: 110 Boggs Lane, Suite 450
City/State/Zip: Springdale, OH 45246

Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY.
RFP NO. 89303318REM000011
E-mail: bill.hensley@emcbc.doe.gov
Phone: (513) 246-0061

MAIL TO (see table below for number of hard and electronic copies):
U.S. Department of Energy
Attention: Janette Gonzalez, Contract Specialist
Address: 2430 Stevens Center Place, Suite 274
City/State/Zip: Richland, WA 99354

Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY.
RFP NO. 89303318REM000011
E-mail: janette.gonzalez@rl.doe.gov
Phone: (509) 373-3480

Note: Offerors delivering proposals via hand-carry or Express Mail to the above address should arrange for delivery Monday through Thursday between the hours of 8:30am – 4:00pm and contact the Contracting Officer, Bill Hensley and Contract Specialist, Janette Gonzalez, via the email addresses listed above in advance to advise of the anticipated delivery date and time.

In addition, Offerors shall provide CD-ROMs or DVDs and USB flash drives that are clearly labeled with the Request for Proposal (RFP) volume number and provision reference. The proposals provided in electronic media are provided for Source Evaluation Board evaluation convenience only. In the event of a conflict, the hard copy material takes precedence over the electronic submission.

The original proposal shall contain signed originals of all documents requiring signatures by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal. The original, signed hard copy submission of the proposal shall be considered the Offeror’s official offer and will be considered binding.

### Table L-2. Copy Requirements

<table>
<thead>
<tr>
<th>Proposal Volume – Title</th>
<th>No. of Hard Copy Proposals Required (EMCBC)</th>
<th>No. of Hard Copy Proposals Required (Hanford)</th>
<th>No. of CD-ROMs/DVDs Required (EMCBC)</th>
<th>No. of USB Flash Drives Required (Hanford)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Volume I – Offer and Other Documents</td>
<td>1 signed “Official” original/1 copy</td>
<td>9 copies</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>Volume II – Technical and Management Proposal</td>
<td>1 signed “Official” original/1 copy</td>
<td>9 copies</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>Volume III – Price Proposal</td>
<td>1 signed “Official” original/1 copy</td>
<td>9 copies</td>
<td>1</td>
<td>5</td>
</tr>
</tbody>
</table>
(d) Solicitation instructions and proposal information.

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

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

(e) Proposal volumes and page limitations.

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

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

(ii) Volume II, Technical and Management Proposal. See page limitation identified in each factor.

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

(2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth above, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, blank pages, and the cross reference matrix. Those pages that exceed the limits set forth in Section L.12 will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.

(3) Except as may be provided elsewhere in the solicitation (including paragraph (f)(2) below), Offerors shall not cross reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All cost and pricing information shall be submitted and addressed only in Volume III, Cost 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 PWS, Section L instructions, and Section M
evaluation factors. The cross reference matrix shall be inserted immediately following the table of contents of the corresponding volume of the Offeror’s proposal.

(3) Page size. Page size shall be \(8\frac{1}{2} \times 11\) inches for text pages, excluding foldouts. When \(8\frac{1}{2} \times 11\) inch pages contain text on both front and back, this is considered two pages. Page size for foldouts shall not exceed \(11 \times 17\) 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 \(11 \times 17\) inch pages are used, this is considered two pages; if tables and graphics are on both front and back, this is considered four pages. Tables of contents, lists of figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page. Use of \(11 \times 17\) binders for the Cost Volume is permitted.

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

(5) Page margins. Page margins for text pages and foldouts shall be a minimum of one inch at the top, bottom, and each side. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the Offeror; and, as applicable, the legend in accordance with paragraph (e), Restriction on disclosure and use of data, of the provision at FAR 52.215-1 entitled, 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. All pages of each volume are to be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number.

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

- Electronic copies of financial statements and Annual Reports shall be submitted in portable document format (PDF files are required).

- Any proprietary software utilized in preparation of proposal information shall be provided along with licenses required to allow operation of the proprietary software. Any files provided in accordance with this section shall be in the native format.

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

(8) Binding and labeling of hard copies. Each volume shall be separately bound in three-ring loose-leaf binders. Cost proposals may be submitted in three-ring binders of any size up to \(11 \times 17\). Staples shall not be used. The outside front cover of each binder shall indicate the Contractor’s name, the RFP number, and the title of the RFP. The signed original shall be marked “original” and the copies marked “copy” and numbered sequentially 1 through 10. The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position.
(g) Classified information. The Offeror shall not provide any classified information in response to this solicitation.

(h) Questions.

(1) Questions regarding this solicitation must be submitted to OCCMED@emcbc.doe.gov no later than 3:00 p.m. EDT on July 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 (2) weeks before the proposal submission date. The Government will not identify prospective Offerors submitting questions. Offerors must check the procurement website periodically to ascertain the status of answers to questions.

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


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

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

(i) Table B-2, Estimated Contract Cost/Price by CLIN
(ii) Table B-3, CLIN 0001
(iii) Table B-4, CLIN 0002
(iv) Table B-6, CLIN 0004
(v) Table B-7, CLIN 1002
(vi) Table B-9, CLIN 1004
(vii) Table B-10, CLIN 2002
(viii) Table B-12, CLIN 2004

Section H Clauses:

(ix) DOE-H-2017 entitled, Responsible Corporate Official and Corporate Board of Directors (Oct 2014)
(x) DOE-H-2051 entitled, Representations, Certifications, and Other Statements of the Offeror – Alternate II (Oct 2014)
(xi) DOE-H-2070 entitled, Key Personnel – Alternate I (Oct 2014) Revised

Section I Clauses:

(xii) FAR 52.219-4 entitled, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)
(xiii) FAR 52.223-3 entitled, Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)
(xiv) FAR 52.227-23 entitled, Rights to Proposal Data (Technical) (Jun 1987)
(xv) DEAR 952.227-82 entitled, Rights to Proposal Data (Apr 1994)

(c) SF 33, Solicitation, Offer and Award – one (1) signed original of the SF 33 must be provided in addition to a copy for each set of the Volume I.

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

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

3) The Offeror shall insert 365 calendar days in block 12 of the SF 33 in accordance with Section L provision L.7.

(d) Administrative information. Offerors shall provide the following information:
(1) Solicitation number (reference paragraph (c)(2)(i) of the Section L provision at FAR 52.215-1 entitled, Instructions to Offerors - Competitive Acquisition).

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

(4) Negotiators. Name(s), title(s), telephone, facsimile numbers, and e-mail 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 entitled, 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 entitled, Contract Administration Office Functions, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.

(e) Subcontractors and other entities.

(1) Name, address, and DUNS number for all proposed, named subcontractors that will perform any portion of the contract work.

(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.

(f) Representations and certifications.

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

(2) If the Offeror, including each entity participating in a joint venture, limited liability company, or teaming agreement thereof as defined in FAR 9.601(1), as well as any subcontractors have not
completed the annual representations and certifications electronically via the System for Award Management, then each entity that has not, shall complete and provide all of the representations, certifications, and other statements of the Offeror as required in this solicitation’s Section K.

(g) Exceptions and deviations.

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

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

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

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

(i) Performance Guarantee Agreement. The Offeror shall provide the Performance Guarantee Agreement in accordance with the clause DOE-H-2016 entitled, Performance Guarantee Agreement. See Section L, Attachment J-1 entitled, Performance Guarantee Agreement, for form and text of the required Performance Guarantee Agreement.
(j) Responsible Corporate Official. The Offeror shall provide the name of the responsible corporate official and other information related to the corporate board of directors in accordance with the clause DOE-H-2017 entitled, Responsible Corporate Official and Corporate Board of Directors.

(k) Small Business Subcontracting Plan.

(1) A completed and acceptable Small Business Subcontracting Plan is required to be submitted in accordance with the Section I, FAR 52.219-9 entitled, Small Business Subcontracting Plan, Alternate II, and proposal instructions herein. This plan will become part of the contract as Section J Attachment entitled, Small Business Subcontracting Plan.

(2) To be considered acceptable, the Offeror’s plan shall address, in adequate detail, each of the 15 elements identified in FAR 52.219-9(d) with a separate part for the basic contract and separate parts for each option per FAR 52.219-9(c). Failure by a large business Offeror to submit and/or negotiate a subcontracting plan that addresses each of the 15 elements identified in FAR 52.219-9(d) in adequate detail may make the Offeror ineligible for award of a contract. See FAR 19.702 (a)(1) entitled, Statutory Requirements, regarding failure of the apparent successful Offeror to negotiate and submit a Plan acceptable to the Contracting Officer.

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

<table>
<thead>
<tr>
<th>Small Business Category</th>
<th>Small Business Goals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Small Businesses</td>
<td>20%</td>
</tr>
<tr>
<td>Small Disadvantaged Business</td>
<td>5%</td>
</tr>
<tr>
<td>Women-Owned Small Business</td>
<td>5%</td>
</tr>
<tr>
<td>HUBZONE (includes HUBZONE-certified Indian Tribal Government-Owned businesses)</td>
<td>3%</td>
</tr>
<tr>
<td>Veteran-Owned Small Business</td>
<td>3%</td>
</tr>
<tr>
<td>Service-Disabled Veteran-Owned Small Business</td>
<td>3%</td>
</tr>
</tbody>
</table>

SDB = Small Disadvantaged Business  
SDVOSB = Service-Disabled Veteran-Owned Small Business  
WOSB = Women-Owned Small Business

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

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

(l) Organizational Conflicts of Interest (OCI).

The Offeror, including each entity participating in a joint venture, limited liability company (LLC), or teaming agreement thereof as defined in FAR 9.601(1), as well as any named subcontractor(s), shall provide a fully executed Section K clause entitled, Organizational Conflicts of Interest Disclosure, and any necessary statements required by the provision. If the Offeror believes there is an existing or potential OCI, (not identified per the performance restrictions described in the Section H clause entitled, Organizational Conflict of Interest Between Hanford Site Contracts) the Offeror shall submit an appropriate Organizational Conflict of Interest Mitigation Plan with its proposal to include information consistent with the requirements of the Section H clause entitled, Organizational Conflict of Interest Management Plan. If the Department requires additional explanation or interpretation regarding the proposed Organizational Conflict of Interest Mitigation Plan for evaluation purposes, this would be handled as clarifications or communications with Offerors, in accordance with subsections (a) and (b) of FAR 15.306 entitled, Exchanges with Offerors After Receipt of Proposals.

Pursuant to FAR 9.504 entitled, Organizational and Consultant Conflicts of Interest, DOE has evaluated the Occupational Medical Services Contract (OccMed) for potential OCI and has determined that the OccMed scope of work will create an actual OCI between the contractor performing the current Mission Support Contract (MSC) work, or any future contract with the same scope. DOE has further determined that the OCI cannot be neutralized or mitigated.

To avoid the OCI, DOE has determined that the OccMed Contractor and its team members, as defined in FAR 9.6, Contractor Team Arrangements, may not be concurrently performing the work scope under the Mission Support Contract (MSC) awarded in 2009; and not concurrently:

1. A prime contractor for the Hanford Mission Essential Services Contract (HMESC), the MSC’s successor contractor; or

2. An HMESC (or successor contractor) teaming member or subcontractor performing work in any of the following conflicted areas: a) Safeguards and Security; b) Emergency and First Responders; c) Information Technology and Management; d) Portfolio Analysis, Project Support, and Independence Assessment; and e) Environmental Integration and Environmental Compliance Support.

This Contract limitation applies to any parent companies or affiliates of the prime contractors and subcontractors described above. In submitting its offer, the Offeror agrees to the above restriction. (See also Contract Clause H entitled, Organizational Conflict of Interest Between Hanford Site Contracts.) It will be the responsibility of the Offeror, including subcontractors, to adequately demonstrate compliance within the proposal submission to the OCI requirements and associated performance restrictions. If the Offeror, including subcontractors, are not in compliance at the time of proposal submission, the Offeror shall submit an Organizational Conflict of Interest Mitigation Plan per the instructions of this paragraph demonstrating how the Offeror, including subcontractors, will achieve compliance by the initial Contract NTP.

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

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

(n) Equal Opportunity Compliance.

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

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

Notices

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

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

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

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

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

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

(1) Foreign Interest means any of the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(5) A summary FOCI data sheet has been included.

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


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

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

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

(d) The Offeror’s proposal submission, including Volumes II and III, shall include critical subcontractors.

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


Factor 1: Technical Approach (The Technical Approach shall not exceed 35 pages.)

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

(a) The Offeror shall demonstrate its technical understanding of and describe its approach to accomplishing the PWS. Sufficient detail shall be included to enable the Government to ascertain the Offeror’s, completeness, technical understanding, and effectiveness of the Offeror’s proposed technical approach.

(b) The Offeror shall describe its understanding and approach to the management and administration of pension and benefit plans as described in Section H.5 entitled, Benefit Plans: Pension and Post Retirement Benefits. As part of its approach, the Offeror shall demonstrate its expertise (on staff or contracted personnel).

(c) The Offeror shall describe its approach to Contract Transition including the process, rationale and planned activities and milestones necessary for conducting a safe orderly contract transition and for minimizing impacts on continuity of operations. The Offeror shall identify key issues that may arise during transition and their associated resolutions and describe its planned interactions with DOE, the Incumbent Contractor, Incumbent Workers and other Site contractors. The Offeror shall provide a detailed transition schedule identifying the proposed transition milestones and associated activities necessary to assume full responsibility for the contract within the 90-day transition period.

(d) The Offeror shall describe its proposed approach to providing occupational medical services, as identified in Section C entitled, Firm-Fixed Price Occupational Medical Services, demonstrating how the proposed approach will provide safe, high quality, efficient, and timely delivery of the required services. The description shall include the methods, benefits, and rationale for the Offeror’s proposed approach and quality assurance practices to accomplish the required occupational medical services. The Offeror shall describe the procedures to be used to perform routine evaluations of worker health using medical surveillance data; the approach to present ongoing comprehensive epidemiological data and studies (to include health trending, population health analysis), and the approach to conduct ongoing quality assurance with particular emphasis on the self-assessment process to be used.

(e) The Offeror shall describe its approach to communication and interface with internal organizations, subcontractors, other performing entities, and outside entities including DOE, other DOE contractors and subcontractors, regulatory agencies, state and local governments, the public, and other entities.

(f) The Offeror shall describe its approach to performing Beryllium services (e.g., blood work/analysis, physical exams and tests, and consultations). The approach shall describe methods in sufficient detail for the Government to assess the effectiveness of the Offeror’s approach to address all of the Beryllium services stated in the PWS.
(g) Subcontracting Approach and Commitment to Small Business Utilization.

(1) The Offeror shall describe its approach to meet the requirement to subcontract at least 20 percent of the Total Contract Value at the time of Contract award (exclusive of the maximum value of the IDIQ CLINs) in an effective manner. The Offeror shall also describe its approach to meet the requirement to subcontract at least half of the 20 percent (10 percent of the Total Contract Value) (exclusive of the maximum value under the IDIQ CLINs) to small businesses in an effective manner. The Offeror shall identify what scope elements the small businesses are responsible for providing. If the subcontractor(s) is (are) known, Offerors must connect the work to the subcontractor. In addition, the Offeror shall describe its strategy and approach to subcontract meaningful work scope (as defined in Section H entitled, Subcontracted Work) that can be performance-based and performed by small business subcontractors. The Offeror shall describe its decision process regarding use of subcontractors instead of performing the work itself, and its approach for managing subcontractors.

(2) The Offeror shall provide information demonstrating the extent of its commitment to utilize small business concerns and to support their development. The Offeror shall describe its approach to Small Business outreach, assistance, participation in the Mentor Protégé Program, counseling, market research and Small Business identification, and a description of relevant purchasing procedures.

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

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

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

(a) Key personnel. The Offeror shall propose four required key personnel. The required Key Personnel positions include:

- Program Manager,
- Site Occupational Medical Director,
- Nursing Director,
- Business and Contracts Manager.

The key personnel should meet the minimum qualifications described in Section H clause entitled, Qualifications of Key Personnel. Key personnel will be evaluated on the degree to which they are qualified and suitable for the proposed position.

Failure of the Offeror to propose the four required key personnel positions or to confirm the availability of all key personnel as being assigned to the contract full time and physically located on the Hanford Site or within the local area will adversely affect the Government's evaluation.

(1) The Offeror shall identify the organization that will employ each of the key personnel during performance of the contract, e.g., Offeror, Offeror affiliates, teaming partners, or subcontractors; and the Key Personnel authority level and the extent to which each key personnel position will have access to corporate resources.
(2) The Offeror shall confirm the availability of the key personnel as being full-time assigned to the Contract and physically located on the Hanford Site or within the local area.

(b) Resume.

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

(i) Relevant experience on work of similar scope, size, and complexity to that required for the proposed position. Similar scope, size, and complexity are defined as follows: scope, type of work (e.g., work as identified in the PWS); size, dollar value (including total value and approximate annual value) and contract period of performance; and complexity, performance challenges/problems and risks (e.g., management and integration as a prime contractor at a large Government site with multiple Government contractors, volatile Government priorities and technical requirements, budget fluctuations, and integration and coordination with stakeholders and other Contractors).

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

(iii) Education, training, certifications, and licenses, that supports the suitability for the proposed position.

(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 assess each individual’s suitability for the proposed position. DOE may contact any or all of the references or past employers.

Failure to submit a resume for all four key personnel, in the required format, will adversely affect the Government’s evaluation of the proposal and may make the proposal ineligible for award.

(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 the Notice to Proceed of the contract for a period of two years. The Letter of Commitment shall state as follows:

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

Failure to submit a letter of commitment for each of the four required key personnel will adversely affect the Government’s evaluation of the proposal and may make the proposal ineligible for award.
(d) Organization. Offerors shall include the following information in the Volume II-Technical and Management Proposal related to the proposed organization:

1. **Organization chart.** The Offeror shall provide an organizational chart depicting the major functional areas of the Offeror’s proposed organization that the Offeror considers essential for the management and performance of the work, including contract transition. The Offeror shall show the names of proposed key personnel. The Offeror’s organization chart shall depict the linkage(s) between the Offeror and the parent organization(s). The Offeror’s organizational chart shall show the organization levels depicted on the Offeror’s organization chart (e.g., working and reporting lines, divisional relationships, management layers, chain of command) and how they align and correlate to the proposed rationale for the organizational structure and the proposed roles, responsibilities, and lines of authority.

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

3. **Roles, Responsibilities, and Lines of Authority.** The Offeror shall describe the roles, responsibilities, and lines of authority for the major functional areas identified on the organizational chart, including lines of authority between the Offeror’s organizational elements or specific individuals (including proposed key personnel) and its subcontractors and any other performing entities. The Offeror shall describe the roles, responsibilities, and line of authority to clearly and effectively address the PWS elements.

4. **Offeror entity.** If the Offeror is an LLC, joint venture or other similar entity, it shall describe how it will operate its multi-member and/or shared ownership. The Offeror shall further describe precisely who will employ the Offeror’s workforce, e.g., Offeror, parent, or team member companies, and how that workforce will be managed.

5. **Corporate Governance.** The Offeror shall describe its corporate governance approach to provide oversight of the Offeror’s performance of the contract and help ensure successful performance of the contract. The Offeror shall describe how performance will be monitored and issues resolved, including visibility and communication with DOE. The Offeror shall describe how governance and resolution of issues will be handled if multi-member, shared ownership entities are involved.


**Factor 3: Experience** *(The Experience section shall be limited to the Attachment L-3, Past Performance and Experience Reference Information Form, which is limited to seven pages per contract or project, and the completed Attachment L-7, Work Performance Matrix. Only one completed Attachment L-3, Past Performance and Experience Reference Information Form shall be submitted for each contract or project to support both the Experience and Past Performance factors. The completed Attachment L-3, Past Performance and Experience Reference Information Forms and Attachment L-7, Work Performance Matrix, shall be organized under the Past Performance Factor in Volume II for proposal submission purposes, with a reference to the documents in this section.)*

Offerors shall include the following information in the Volume II - Technical and Management Proposal, related to the Offeror’s experience:
(a) Offeror. The Offeror, to include all members of a teaming arrangement as defined in FAR 9.601(1), shall describe its recent and relevant experience in performing work similar in scope, size, and complexity to the requirements of the PWS. Similar scope, size, and complexity are defined as follows: scope, type of work (e.g., work as identified in the PWS); size, dollar value (including total value and approximate average annual value) and contract period of performance; and complexity, performance challenges/problems and risks (e.g., management and integration as a prime contractor at a large Government site with multiple Government contractors, volatile Government priorities and technical requirements, budget fluctuations, and integration and coordination with stakeholders and other Contractors) for contracts that are currently being performed and/or for contracts that were completed within the last three years from the solicitation issuance date. In describing relevant experience, Offerors shall describe the outcomes of specific work experiences (e.g., level to which contract requirements and objectives were met).

(b) Work to be performed. The experience provided for the Offeror or other entities shall describe its relevancy to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the PWS, the work to be performed by each entity, and the relevant experience of that entity. Each discrete example of experience must be attributed to a specific entity. The Offeror shall complete the Work Performance Matrix (Attachment L-7) for the prime Offeror and each entity with the percentage of work that each will perform in each PWS area, and shall ensure consistency to the information provided within the Attachment L-3, Past Performance and Experience Reference Information Form.

(c) Newly formed entity. If the Offeror is, a newly formed entity with no experience, the Offeror shall provide relevant experience for the parent organization(s) or the member organizations in a joint venture, Limited Liability Company, or other similar or affiliated companies provided the Offeror’s proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. If a common parent company is used to establish the nexus between the Offeror and affiliated company, the Offeror must demonstrate how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company. The Offeror may also provide relevant experience on predecessor companies resulting from mergers and acquisitions.

(d) Contracts information. The Offeror shall provide the relevant experience information as requested in this provision on three (3) contracts, either completed or currently being performed by the Offeror; and three (3) contracts, either completed or currently being performed for each proposed critical subcontractor. If the Offeror is a newly formed entity, the Offeror shall provide relevant experience information on three (3) contracts for each parent organization(s) or each member of a teaming arrangement, as defined in FAR 9.601(1), if the Offeror is a joint venture, limited liability company, or similar entity. The Offeror shall only provide contract relevant experience information for contracts that are currently being performed and/or for contracts that were completed within the last three (3) years from the final 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) Contracts contained in the Past Performance and Experience Reference Information Form shall be the same as those provided for the past performance factor, in accordance with provision DOE-L-2010 entitled, Proposal Preparation Instructions, Volume II – Past Performance. Only one form shall be provided for each reference contract to address both the Past Performance and Experience factors, and the forms shall be organized under the Past Performance Factor in Volume II for proposal submission purposes.
(3) Attachment L-3, *Past Performance and Experience Reference Information Form*, is limited to seven (7) pages. Information pertaining to the Experience evaluation factor shall only be provided within Attachment L-3. DOE does not want and will not evaluate a summary section highlighting relevant experience that is submitted in addition to Attachment L-3.

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

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


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

Offerors shall include the following information in the Volume II - *Technical and Management Proposal*, related to the Offeror’s past performance:

(a) Offeror. The Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), shall provide information on its record of recent relevant past performance on work similar in scope, size, and complexity to the requirements of the PWS. Similar scope, size, and complexity are defined as follows: scope, type of work (e.g., work as identified in the PWS); size, dollar value (including total value and approximate annual value) and contract period of performance; and complexity, performance challenges/problems and risks (e.g., management and integration as a prime contractor at a large Government site with multiple Government Contractors, volatile Government priorities and technical requirements, budget fluctuations, and integration and coordination with stakeholders and other Contractors). In describing past performance, Offerors shall describe the outcomes of specific work experiences, e.g., level to which contract requirements and objectives were met for contracts that are currently being performed and/or for contracts that were completed within the last three years from the final solicitation issuance date.

(b) Critical subcontractor. In addition to the Offeror’s information on relevant past performance, the Offeror shall provide information on the relevant past performance for any proposed critical subcontractors that are proposed to perform work under the contract. Critical subcontractors are defined in Section L.8 (a)(2). The Offeror’s other subcontractor(s), not meeting the critical subcontractor definition, shall not submit past performance information and any submitted information will not be evaluated. The Offeror shall provide information on contracts that are most similar in scope, size, and complexity, as defined above in paragraph (a), to that portion of the work that the subcontractor is proposed to perform under this solicitation. The contracts submitted shall be currently being performed and/or were completed within the last three years from the original solicitation issuance date.
(c) Work to be performed. The record of past performance provided for the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and critical subcontractors and/or other entities shall describe its relevancy that is similar to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the PWS, the work to be performed by each entity, and the relevant past performance of that entity. Each discrete record of past performance 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 (Offeror, to include members of a teaming arrangement, as defined in FAR 9.601(1), and/or teaming participants) under the Offeror’s proposed approach. The Offeror shall complete the Work Performance Matrix (Attachment L-7) for the prime Offeror and each entity with the percentage of work that each will perform in each PWS area, and shall ensure consistency to the information provided within the Attachment L-3, Past Performance and Experience Reference Information Form.

(d) Newly formed entity. The Offeror, and any critical subcontractors that are set up as separate corporate entities solely to perform this contract, may provide past performance information for its parent organization(s), member organizations in a joint venture, LLC, or other similar or affiliated companies provided the Offeror’s proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. If a common parent company is used to establish the nexus between the Offeror and an affiliated company, the Offeror must demonstrate how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company.

The Offeror or critical subcontractors may also provide past performance information on predecessor companies that existed prior to any mergers or acquisitions.

(e) Contracts information. The Offeror shall provide past performance information on three contracts, either completed or currently being performed by the Offeror; and three contracts for the Offeror, parent organization(s) or each member of a teaming arrangement, as defined in FAR 9.601(1) and critical subcontractors, if the Offeror is a joint venture, limited liability company, or similar entity. The Offeror shall only provide past performance information for contracts that are currently being performed and/or for contracts that were completed within the last three years from the final solicitation issuance date.

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

   (2) 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.

   (3) Contracts contained in the Past Performance and Experience Reference Information Form shall be the same as those provided for the Experience factor. Only one form shall be provided for each reference contract to address both Past Performance and Experience factors, and the forms shall be organized under the Past Performance Factor in Volume II for proposal submission purposes.

(f) Performance information. The Offeror shall identify risks, challenges and problems encountered in the performance of the reference contract and actions initiated to mitigate or 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.

1. Include information that describes for each contract the Offeror’s success in completing these contracts or activities, including factors that demonstrate the effective and empathic management of worker health; the treatment of illness and injury; the measures of effectiveness; and any improvements implemented in the performance of the work.

2. The Offeror shall provide a list, and brief description, of all lawsuits filed against Offeror of any employee during the past three (3) years that are related to the delivery of occupational medical services.

3. The Offeror shall provide a listing of any contracts of the Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), or other performing entities that were terminated, including the reasons therefore, within the past three (3) years from the final solicitation issuance date and complete Attachment L-5, List of Contracts Terminated for Default or Convenience. This listing of terminated contracts is not limited to only those contracts contained in the Past Performance and Experience Reference Information Form. If there are no terminated contracts or projects to report, Attachment L-5 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.

4. The Offeror shall provide the Past Performance Questionnaire contained in Attachment L-4 to Section L to each of the reference contract client point of contacts found in block #7 of Attachment L-3, Past Performance and Experience 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 two weeks prior to the date for receipt of proposals.

1. DOE address and contact information.

   U.S. Department of Energy
   Attention: Bill Hensley
   Contracting Officer
   U.S. Department of Energy
   110 Boggs Lane, Suite 450
   Springdale, OH 45246

   E-mail: bill.hensley@emcbc.doe.gov
   Phone: (513) 246-0061

   Envelopes shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY.
   RFP NO. 89303318REM000011

2. The Past Performance Questionnaire shall be completed and submitted by Contracting Officer (or equivalents) with input from a Project Director or Contracting Officer’s Representative, as needed.

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

4. Sources of past performance information/close at hand information. The Government may contact any or all of the references provided in the Past Performance and Experience Reference Information Form. The Government may also obtain past performance information from sources other than those
provided by the Offeror. This may include, but is not 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 on work similar in scope, size, and complexity, as defined above in paragraph (a), and within the last three (3) years from the final solicitation issuance date.

(j) List of DOE Contracts. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and each critical subcontractor shall provide a listing on Attachment L-6 of all DOE prime contracts (including National Nuclear Security Administration [NNSA]) currently being performed and/or for contracts that were completed within the last three years from the final solicitation issuance date. This includes contracts for which the Offeror was a member organization in a joint venture, limited liability company, 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 critical subcontractor that is being reviewed. If there is a problem with a proposed subcontractor’s or team member’s past performance, the prime can be notified of a problem, but no details will be discussed without the team member’s/subcontractor’s permission. Therefore, the Government is requesting the following consent statement be completed, as applicable, by all proposed members of a teaming arrangement as defined in FAR 9.601(1), and all critical subcontractors, by checking the appropriate “provide consent” or “do no provide consent” box, as well as providing all other requested information.

Dear (Contracting Officer),

We are currently participating as a [teaming member/subcontractor] with [name of Offeror providing proposal] in responding to the Department of Energy, RFP 89303318REM000011 for the Hanford Occupational Medical Services Contract.

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

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

Company Name:
Address:
Email:
Phone:

L.16 Proposal Preparation Instructions, Volume III – Price Proposal

Factor 5: Price

Instructions – Price Proposal

(a) All price information shall be included in Volume III of the proposal. None of the pricing information contained in Volume III should be included in any other proposal volumes unless specifically requested in the RFP.
(b) All pages in the Volume III entitled, Price Proposal, including forms, tables, and exhibits, shall be numbered and identified in a volume table of contents. The Price Proposal shall be sufficiently complete, so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on the Price Proposal.

(c) Offerors shall provide total FFP proposal amounts at the PWS levels identified in Price Proposal Sheet tab entitled, C.3.2 Price Proposal Worksheet, found within Attachment L-10 entitled, Price Proposal Worksheets, when preparing the Offeror’s Price Proposal.

(d) Historical Reference Data (HREF) consists of historical information and quantities posted to the EMCBC OccMed Acquisition website’s Documents Library for use by Offerors. HREF is included in the solicitation as reference material for Offerors; use of HREF is optional and at the Offeror’s discretion.

(e) Offerors shall utilize the binding assumptions within Attachment L-8 entitled, Assumptions, as well as the Direct Productive Labor Hours (DPLH) and Government Furnished Costs (GFC) included within L-10 entitled, Price Proposal Worksheets, when preparing the Offeror’s price proposal.

(f) The Offeror shall not propose use of any Government Furnished Property or Services/Information during the performance of this Contract that is in addition to the lists provided in the Electronic Library and Section J (Attachment J-10 entitled, Government Furnished Property Inventory, and Attachment J-9 entitled, Government Furnished Services/Information).

(g) Offerors shall propose price in fiscal year 2019 dollars for Year One. Proposed Price is to include any and all direct and/or indirect adders, such as annual escalation, use tax, business and occupation tax, etc. The Offeror shall propose price for each year and in total, including transition and option periods corresponding to the price proposed for performing the scope at the lowest level PWS applicable, as dictated by each tab within Attachment L-10 entitled, Price Proposal Worksheets. Offeror proposed prices shall be based on a 12 month fiscal year period, with the exception of a three month period of performance for CLIN 0001, and nine month periods of performance for CLINs 0002, and 0003, in Year One.

(h) Proposed Cost/Price - The Offeror shall provide the proposed cost/price amounts, if applicable, in Section B, Table B-2, Estimated Contract Cost, or Price by CLIN, and referenced in tab Table B-2 in Attachment L-10 entitled, Price Proposal Worksheets, consistent with the Volume III proposal and in accordance with the following notes:

1. Firm-Fixed-Price Contract Transition – CLIN 0001 - The Offeror shall propose a total FFP amount for the transition performance period associated with PWS Section C.3.1.

2. Firm-Fixed-Price Occupational Medical Services – CLINs 0002, 1002, and 2002 - Offeror will complete the table with proposed prices for each C.3.2 PWS listed. Offeror will provide calculated Price Subtotals per each PWS period of performance, Total Proposed Price by period of performance (FFP CLIN), and Total Proposed Price for the Total Contract Period (FFP CLINs 0002, 1002, and 2002) in Attachment L-10 tab PWS C.3.2 Price Proposal worksheet. Offerors shall provide price information for each fiscal year and present all price information in order to provide full traceability between Section B and a completed Attachment L-10 tab, Price Proposal Worksheet Summary. No Back-Up Information or Basis of Estimate is to be provided by the Offeror.

3. Cost Reimbursement Occupational Medical Support Services – CLINs 0003, 1003, and 2003 - For proposal preparation purposes, all PWS C.3.3 CR Scope costs are provided as Government Furnished Information (GFI) in Attachment L-10 entitled, Price Proposal Worksheets, in tab PWS C.3.3 Cost Detail. The GFI Estimated Costs have been populated into the appropriate
Section B Supplies or Services and Prices/Costs tables and in Attachment L-10 in tab PWS C.3.3 Cost Detail. No addition(s), deletion(s), or changes to the GFI Estimated Cost are to be made by the Offeror for CR PWS elements found in CLINs 0003, 1003, 2003.

(4) IDIQ – CLINs 0004, 1004, and 2004 - GFI in Attachment L-10 entitled, Price Proposal Worksheets, tab PWS C.3.4 Consolidated Rate Schedule is provided as an example of anticipated annual hours by resource. The Offeror shall utilize all of the labor resource categories and hours as provided and no addition(s) or deletion(s) of resources are to be made by the Offeror. The Offeror is to complete the provided annual rate schedule in the tables with fully-burdened (DPLH) rates and also in the corresponding Section B Tables B-6, B-9, and B-12. Offerors shall provide fully burdened DPLH rates for all labor positions for all periods as applicable. The fully burdened DPLH rates shall reflect all applicable Fringe/Overhead, G/A, and mark-ups including profit. The GFI annual hours by resource in the IDIQ CLINs represent the quantity of supplies or services the Government may acquire. Section H clauses entitled, Qualifications of Key Personnel, and Qualifications of Medical Personnel - Non-Key Personnel, includes reference to the paragraphs describing the requirements for each resource description corresponding to the resources listed in Attachment L-10 entitled, Price Proposal Worksheets, tab PWS C.3.4 Consolidated Rate Schedule and Section B Tables B-6, B-9, and B-12.

(i) Responsibility Determination and Financial Capability: FAR 9.104-1(a) entitled, 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 following:

(1) Financial statements (audited, if available) and financial statement notes for the last three (3) fiscal years;

(2) The information in subparagraph (1) above for each member of the Offeror team arrangement if a teaming arrangement is used;

(3) The last three (3) annual reports for the parent corporation(s) or the organization(s) providing the Performance Guarantee Agreement. In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective Offeror and assume all contractual obligations of the prospective contractor; and

(4) Any available lines of credit. Using the above information and other information, the government will make a FAR Part 9 entitled, Offeror Qualifications, responsibility determination of the prospective awardee. The government may request a financial capability review of each Offeror from the Defense Contract Audit Agency as part of the Government’s consideration in making the responsibility determination.

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

All Offers required by this solicitation are due no later than 4:00 p.m. August 14, 2018. Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

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

It is anticipated that there will be one award resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government’s best interest to do so.
L.19  **DOE Contacts Regarding Future Employment**  
Offerors may contact incumbent contractor employees about future employment, except where prohibited by law. These contacts must take place outside the normal working hours of the employees.

L.20  **DOE-L-2020 Small Business Set-Aside Information (Unrestricted)**  
This acquisition is unrestricted and contains no small business set-aside provisions.

L.21  **DOE-L-2026 Service of Protest (Oct 2015)(Revised)**  
(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

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

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

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

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

L.22  **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.)

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

L.24  List of Section L Attachments

Attachment L-1    Performance Guarantee Agreement
Attachment L-2    Key Personnel Standard Resume Format
Attachment L-3    Past Performance and Experience Reference Information Form
Attachment L-4    Past Performance Cover Letter and Questionnaire
Attachment L-5    List of Contracts Terminated for Default or Convenience
Attachment L-6    List of DOE Contracts
Attachment L-7    Work Performance Matrix
Attachment L-8    Assumptions
Attachment L-9    Price Proposal Worksheets
Attachment L-10   Small Business Subcontracting Tables
Attachment L-1

Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE-________________________ for the (Contract) dated______________, by and between the Government and __________________(contractor), the undersigned, __________________(Guarantor), a corporation incorporated in the State of _______________________with its principal place of business at____________________ hereby unconditionally guarantees to the Government:

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

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

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

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

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of:

(i) The reorganization, merger, or consolidation of contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of contractor to any other person or party;

(ii) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against contractor, or adjudication of contractor as a bankrupt; or

(iii) The assertion by the Government against the contractor of any of the Government’s rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by contractor, or existing in the Government’s favor in law, equity, or bankruptcy.

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

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

(i) The reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or

(ii) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

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

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

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

________________________________________

Date

Name of Corporation

________________________________________

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

________________________________________

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

Key Personnel Standard Resume Format

(Resume Must Not Exceed Four [4] Pages in Length for Each Key Personnel)

Note: The Offeror may amend the format for Attachment L-2, Key Personnel Standard Resume Format, as long as the exact information, font and size (as identified in Section L.8, DOE-L-2001, Proposal Preparation Instructions - General [Oct 2015] Alternate I and Alternate II [Oct 2015]), and page limitations are followed.

Name of Key Person:

Name of Offeror:

Proposed Position with Offeror:

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

Name of Company with whom Key Person will be Employed:

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

Country of Citizenship:

Duties and Responsibilities in Proposed Position:

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

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

Professional Affiliations, Registrations, Certifications, and Licenses

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

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

Three References

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

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

### Past Performance and Experience Reference Information Form

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<tbody>
<tr>
<td>1.</td>
<td><strong>Name and DUNS # of Offeror Submitting Proposal:</strong></td>
</tr>
<tr>
<td>2.</td>
<td><strong>Name and DUNS # of Company for which L-3 Form is being submitted:</strong></td>
</tr>
<tr>
<td>3.</td>
<td><strong>Name of Reference Contract Client (e.g., Government Agency or Prime Contractor):</strong></td>
</tr>
<tr>
<td>4.</td>
<td><strong>Name and DUNS # of Entity Reference Contract/Project Was Awarded To:</strong></td>
</tr>
</tbody>
</table>
| 5. | **Reference Contract Number:**  
|   | **Reference Contract Title:** |
| 6. | **Reference Contract Available in PPIRS (i.e., Yes/No):** |
| 7. | **Reference Contract Client Point of Contact:**  
|   | *The reference point of contact must include the Contracting Officer (or equivalent), and may also include the Project Director or Contracting Officer’s Representative (or equivalents).*  
|   | **Name:**  
|   | **Title:**  
|   | **Telephone:**  
|   | **Email:**  
|   | **Address:** |
| 8. | **Reference Contract Period of Performance:** |
| 9. | **Reference Contract Start Date:** |
| 10. | **Reference Contract Completion/Termination Date:** |
| 11. | **Reference Contract Type of Contract (e.g., FP, CPFF, CPAF, etc.):** |
| 12. | **Reference Contract Total Value and Approximate Average Annual Value:** |
| 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 the OccMed Contract:** |
| 15. | **Scope Company (identified in #2) is proposed to perform on the OccMed Contract. List applicable PWS elements:** |
# Past Performance and Experience Reference Information Form

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<tr>
<td>16.</td>
<td>Scope Company (identified in #4) performed on Reference Contract (list applicable PWS elements):</td>
</tr>
<tr>
<td>17.</td>
<td>Complexity of work Company (identified in #2) is proposed to perform on OccMed:</td>
</tr>
<tr>
<td>18.</td>
<td>Complexity of work Company (identified in #4) performed on Referenced Contract:</td>
</tr>
<tr>
<td>19.</td>
<td>Describe any recognized accomplishments the company identified in #4 has received on the Reference Contract:</td>
</tr>
<tr>
<td>20.</td>
<td>Provide information on challenges/problems encountered on the Reference Contract and actions taken by the company identified in #4 to resolve these matters:</td>
</tr>
<tr>
<td>21.</td>
<td>For the Referenced Contract, identify any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments (EA) website (<a href="https://energy.gov/ea/information-center/enforcement-infocenter">https://energy.gov/ea/information-center/enforcement-infocenter</a>) and corrective actions taken to resolve those problems:</td>
</tr>
</tbody>
</table>

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

Past Performance Cover Letter and Questionnaire

Past Performance Cover Letter for ________________

Dear “Client”:

We are currently responding to the Department of Energy (DOE) Request for Proposals No. 89303318REM000011 Hanford Occupational Medical Services Contract (OccMed) at the Hanford Site in Richland, WA.

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

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

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

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

    Email Address: OCCMED@emcbc.doe.gov

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

    U S. Department of Energy
    Attention: Bill Hensley, Contracting Officer
    Address: 110 Boggs Lane, Suite 450
    City/State/Zip: Springdale, OH 45246

If mailing, please mark the envelope:

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

### Referenced Contract and Client Information

<table>
<thead>
<tr>
<th><strong>Name of Company Being Evaluated:</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contract Number and Title Being Evaluated:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Assessment Period for which PPQ Covers Company's Performance:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Evaluator’s Name:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Evaluator’s Address:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Evaluator’s Phone and Email:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Evaluator’s Organization:</strong></td>
<td></td>
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<tr>
<td><strong>Evaluator’s Role in the Management of the Contract:</strong></td>
<td></td>
</tr>
</tbody>
</table>

* The reference point of contact completing and submitting the questionnaire must be the Contracting Officer (or equivalent), with input from the Project Director or Contracting Officer’s Representative, as needed. Only one questionnaire should be submitted per contract/project reflecting a coordinated response.
## Rating Scale and Definitions

<table>
<thead>
<tr>
<th>Rating</th>
<th>Definition</th>
<th>Note</th>
<th>Note:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exceptional</td>
<td>Performance meets contractual requirements and exceeds many to the Client’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</td>
<td>To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Client. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been no significant problems identified.</td>
<td></td>
</tr>
<tr>
<td>Very Good</td>
<td>Performance meets contractual requirements and exceeds some to the Client’s benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.</td>
<td>To justify a Very Good rating, identify a significant event and state how it was a benefit to the Client. There should have been no significant problems identified.</td>
<td></td>
</tr>
<tr>
<td>Satisfactory</td>
<td>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</td>
<td>To justify a Satisfactory rating, there should have been only minor problems, or significant problems the contractor recovered from without impact to the contract/order. There should have been NO significant problems identified that significantly impacted the contract/order. Note: The contractor should not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.</td>
<td></td>
</tr>
<tr>
<td>Marginal</td>
<td>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a significant problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented.</td>
<td>To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Client. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).</td>
<td></td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor’s corrective actions appear or were ineffective.</td>
<td>To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Client. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).</td>
<td></td>
</tr>
</tbody>
</table>

### Assessment Areas:
Please provide explanatory narratives to support your ratings.
1. **Quality of Product or Service**

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

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</tr>
</thead>
</table>
   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 its control?

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</thead>
</table>
   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?

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</thead>
</table>
   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?

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</tr>
</thead>
</table>
   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?

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

6. **Utilization of Small Business**

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

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

   Supporting Narrative:

7. **Regulatory Compliance**

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

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

   Supporting Narrative:

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

**Additional Comments:**

___________________________________________________________________________________
___________________________________________________________________________________
___________________________________________________________________________________
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L-39
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## Attachment L-5

### List of Contracts Terminated for Default or Convenience

<table>
<thead>
<tr>
<th>Client Name</th>
<th>Contract Number</th>
<th>Client Point of Contact</th>
<th>POC Information (Address, Phone Number, Email Address)</th>
<th>Performance Period</th>
<th>Terminated for Default or Convenience</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Note: Information shall only be provided for contracts terminated within the preceding three years from the issue date of the initial solicitation. Additionally, explanatory information may be provided below the table for each contract terminated for default or convenience, along with a brief description of the work. If the Offeror does not have any contracts to report, a blank form shall be submitted stating such.
This page intentionally left blank.
Instructions: The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall provide a listing on Attachment L-6 of all DOE prime contracts (including NNSA) currently being performed and/or for contracts that were completed within the last three years from the final solicitation issuance date. This includes contracts for which the Offeror or subcontractor was a member organization in a joint venture, limited liability company, or other similar entity as a prime Contractor to DOE.

<table>
<thead>
<tr>
<th>a. Contract Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>b. Contract Title:</td>
</tr>
<tr>
<td>c. Contractor Name:</td>
</tr>
<tr>
<td>d. Period of Performance:</td>
</tr>
</tbody>
</table>
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### Attachment L-7

**Work Performance Matrix**

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

**Instructions:** The Offeror shall list itself and each 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 PWS area (Offerors shall list the applicable PWS section in the far left column of the table above). Rows may be added or deleted to encompass all of the applicable PWS sections. Columns may be added or deleted if there are more or less than two 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%, Offerors shall include a note that explains why the total is less than 100%.
Attachment L-8

Assumptions
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Attachment L-9

Price Proposal Worksheets
In addition to submitting a Small Business Subcontracting Plan, Offerors shall complete Section L, Attachment L-11 entitled, *Small Business Subcontracting Tables*.

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

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

**Table 1. Proposed Goals as a Percent of Subcontract Dollars and as a Percent of Total Contract Dollars**

<table>
<thead>
<tr>
<th>Firm Size and/or Small Business Socioeconomic Category</th>
<th>Percentage of Subcontract $</th>
<th>Percentage of Total Contract $</th>
<th>Dollars</th>
</tr>
</thead>
<tbody>
<tr>
<td>a Total Subcontracting Planned to All Businesses</td>
<td>100%</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>b Large Businesses</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>c Small Businesses (all socioeconomic groups)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>d Veteran-Owned Small Business (subset of c)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>e Service-Disabled Veteran-Owned Small Business (subset of c and d)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>f HUBZONE (subset of c)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>g Small Disadvantaged Business (subset of c)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
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<tr>
<td>h Women-Owned Small Business (subset of c)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
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</tbody>
</table>

**Total Subcontracting for Option Period 1 of Performance – Years 4-5**

<table>
<thead>
<tr>
<th>Firm Size and/or Small Business Socioeconomic Category</th>
<th>Percentage of Subcontract $</th>
<th>Percentage of Total Contract $</th>
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</tr>
</tbody>
</table>
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</tbody>
</table>

### Table 2. List of Small Business Subcontractors

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

*Offeror to insert columns to reflect total dollars for each Government Fiscal Year and a total for the 7-year contract period.