

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

TABLE OF CONTENTS

L.1	RESERVED	3
L.2	RESERVED	3
L.3	FAR 52.216-1, TYPE OF CONTRACT (APR 1984).....	3
L.4	DOE-L-2017 EXPENSES RELATED TO OFFEROR SUBMISSIONS (OCT 2015).....	3
L.5	DOE-L-2022 ALTERNATE BID/PROPOSAL INFORMATION – NONE (OCT 2015)	3
L.6	DOE-L-2024, NOTICE OF INTENT –USE OF NON-FEDERAL EVALUATORS AND ADVISORS (OCT 2015).....	3
L.7	DOE-L-2025 INTENTION TO BID/PROPOSE (OCT 2015)	3
L.8	FAR 52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	4
L.9	OFFER ACCEPTANCE PERIOD	5
L.10	DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL- ALTERNATE II (OCT 2015)	5
L.11	DOE-L-2002 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME I – OFFER AND OTHER DOCUMENTS ALTERNATE II, ALTERNATE III, ALTERNATE IV, ALTERNATE V, AND ALTERNATE VI (OCT 2015).....	10
L.12	DOE-L-2003 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL AND MANAGEMENT PROPOSAL – GENERAL (OCT 2015).....	14
L.13	DOE-L-2004 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL APPROACH (OCT 2015).....	15
L.14	PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – KEY PERSONNEL AND ORGANIZATION (OCT 2015).....	17
L.15	DOE-L-2009 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – EXPERIENCE (OCT 2015)	21
L.16	DOE-L-2010 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – PAST PERFORMANCE (OCT 2015)	23
L.17	PROPOSAL PREPARATION INSTRUCTIONS, VOLUME III – COST/PRICE PROPOSAL.....	25
L.18	DOE-L-2014 DATE, TIME AND PLACE OFFERS ARE DUE (OCT 2015).....	35

L.19	DOE-L-2016 NUMBER OF AWARDS (OCT 2015)	36
L.20	CONTACTS REGARDING FUTURE EMPLOYMENT	36
L.21	DOE-L-2020 SMALL BUSINESS SET-ASIDE INFORMATION (UNRESTRICTED)	36
L.22	DOE-L-2026 SERVICE OF PROTEST (OCT 2015)/ FAR 52.233-2, SERVICE OF PROTEST (SEP 2006)/ AS MODIFIED BY DEAR 952.233-2 SERVICE OF PROTEST (MAY 2010)	36
L.23	DOE-L-2027 NOTICE OF PROTEST FILE AVAILABILITY (OCT 2015)	37
L.24	DOE-L-2028 AGENCY PROTEST REVIEW (OCT 2015)	37
L.25	FAR 52.225-12, NOTICE OF BUY AMERICAN REQUIREMENT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)	37
L.26	DEAR 952.204-73 FACILITY CLEARANCE (MAR 2011)	38
L.27	FAR 52.222-5, CONSTRUCTION WAGE RATE REQUIREMENTS—SECONDARY SITE OF THE WORK (May 2014)	42
	ATTACHMENT L-1 Performance Guarantee Agreement	43
	ATTACHMENT L-2 Key Personnel Standard Resume Format	45
	ATTACHMENT L-3 Past Performance and Experience Information Form	46
	ATTACHMENT L-4 Past Performance Cover Letter and Questionnaire	48
	ATTACHMENT L-5 List of Contracts Terminated For Default or Convenience	52
	ATTACHMENT L-6 Cost Proposal Worksheets	53
	ATTACHMENT L-7 Consolidated Direct Cost Schedules	54
	ATTACHMENT L-8 Pricing Level Detail	55
	ATTACHMENT L-9 Assumptions	56
	ATTACHMENT L-10 Offeror’s Proposed Accounting System Information	60
	ATTACHMENT L-11 Work Performance Matrix	61

L.1 RESERVED

L.2 RESERVED

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

The Government contemplates award of a cost-plus-award-fee (CPAF) contract with a non-fee bearing cost CLIN for transition, and an Indefinite-Delivery, Indefinite-Quantity (IDIQ) CLIN [whereby CPAF and Firm-Fixed-Price (FFP) task orders can be issued] resulting from this solicitation.

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

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

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

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

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

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

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

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

L.8 FAR 52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/?q=browsefar> or
<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

The following solicitation provisions are incorporated by reference:

FAR/DEAR Reference	Title
FAR 52.204-7	System for Award Management (Jul 2013)
FAR 52.204-16	Commercial and Government Entity Code Reporting (Jul 2015)
FAR 52.215-1	Instructions to Offerors – Competitive Acquisition (Jan 2004)
FAR 52.215-16	Facilities Capital Cost of Money (Jun 2003)
FAR 52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort (Oct 2009)
FAR 52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb1999) Note: The requirements of this provision will be identified post-award as construction is initiated.
FAR 52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation (Feb 1999)
FAR 52.222-46	Evaluation of Compensation for Professional Employees (FEB 1993) <i>The requirement for a Total Compensation Plan is considered to be otherwise satisfied based on compliance with the proposal preparation instructions in this Section.</i>
FAR 52.237-1	Site Visit (Apr 1984)
DEAR 952.219-70	DOE Mentor-Protégé Program (May 2000)
DEAR 952.233-4	Notice of Protest File Availability (Aug 2009)
DEAR 952.233-5	Agency Protest Review (Sep 1996)

L.9 OFFER ACCEPTANCE PERIOD

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

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

(a) Offeror. The term "Offeror," as used in this Section L, refers to the single entity submitting the proposal. The Offeror may be a single corporation or a "contractor team arrangement" as defined in FAR 9.601(1), for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. The Offeror may be an existing or newly formed business entity. If the Offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)

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

(1) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used for distributing the solicitation, amendments thereto, and other documents to the public.

These documents will be posted via the FedConnect website at:

<https://www.fedconnect.net> and through the Federal Business Opportunities website at www.fbo.gov.

These electronic mediums will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through these mediums. Offerors and all other interested parties are responsible to maintain continual surveillance of the websites 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, drawings, specifications, other documents and other communications are also available through the procurement website at <https://www.emcbc.doe.gov/SEB/PaducahDandR/>. Sensitive information such as Official Use Only (OUO) information will require the Offeror to complete and return a NON-DISCLOSURE AGREEMENT as instructed on the procurement website. General documents on DOE and Paducah site programs are available at:

<http://energy.gov/pppo/paducah-site>

<http://www.paducaheic.com/> or

Paducah Environmental Information Center
115 Memorial Drive
Paducah, KY 42001
(270) 554-3004

(c) Submission of proposals.

- (1) The Offeror must be registered in FedConnect at <https://www.fedconnect.net>. The Offeror must also be registered in the System for Award Management (SAM) at <https://www.sam.gov> in accordance with FAR 52.204-7, System for Award Management.
- (2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, Solicitation, Offer and Award, in Section A of this solicitation and other provisions of Section L. The official proposal 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, submitted, and received in their entirety in the FedConnect Responses web portal no later than the date and time specified in Standard Form 33, Solicitation, Offer and Award, in Section A of this solicitation. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the Offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its web site. Subcontractor submissions of proprietary information may provide a password protected document file to the prime and share the password with the Contracting Officer. The subcontractor proposal must adhere to the proposal due date/time in the solicitation
- (3) Electronic submission of a proposal via FedConnect shall be considered the Offeror's official offer and will be considered binding.
- (4) In addition to the electronic submission of the Offeror's official proposal via FedConnect, the Offeror shall submit the required number of paper copies of each proposal volume as indicated below. The content in the paper copy shall be identical to the content of the electronic copies. The paper copies shall be submitted no later than the proposal due date to:

U.S. Department of Energy
Attention: Bridget Purdy, Contract Specialist
Address: 250 E. 5th Street, Suite 500
City/State/Zip: Cincinnati, OH 45202

Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY. RFP NO. DE-SOL-0008746

E-mail: bridget.purdy@emcbc.doe.gov
Phone: 513-246-0567

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

Proposal Volume – Title	Copies Required
Volume I – Offer and Other Documents	1 signed original and 1 copy
Volume II – Technical and Management Proposal Factor 1: Technical Approach Factor 2: Key Personnel & Organization Factor 3: Experience Factor 4: Past Performance	1 signed original and 3 copies
Volume III – Cost/Price Proposal	1 signed original and 5 copies

(d) Solicitation instructions and proposal information.

- (1) Proposals shall conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless set forth in the proposal. This applies even if the Offeror has existing contracts with the Federal government, including the Department of Energy.
- (2) These instructions are not evaluation factors. Evaluation factors are set out in Section M, Evaluation Factors for Award, of this solicitation. However, failure to provide the requested information may make an Offeror ineligible for award or adversely affect the Government's evaluation of an Offeror's proposal. The Government will compare the Offeror's proposal with the terms noted in Section L in order to perform a compliance review. Any Offerors proposal determined non-compliant per the terms noted in Section L may not be evaluated and may not be further considered for award. In addition, a proposal may be eliminated from further consideration before the initial rating if the proposal is deficient as to be totally unacceptable on its face. For example, a proposal may be deemed unacceptable if it does not represent a reasonable initial effort to address the essential requirements of the solicitation, or if it clearly demonstrates that the Offeror does not understand the requirements of the solicitation.

(e) Proposal volumes and page limitations.

- (1) The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:
 - (i) Volume I, Offer and Other Documents – No page limit.
 - (ii) Volume II, Technical and Management Proposal. See page limitations identified below for each factor.
 - (iii) Volume III, Cost/Price Proposal – No page limit.
- (2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth above, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, blank pages, and the cross reference matrix. Those pages that exceed the limits set forth above will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.

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

(f) Proposal specifications.

- (1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.
- (2) Cross reference matrix. The Offeror shall provide a cross reference matrix which correlates the proposal by page and paragraph number to the Performance Work Statement, Section L instructions, and Section M evaluation factors. The cross reference matrix shall be inserted immediately following the table of contents of the corresponding volume of the Offeror's proposal and shall identify which entity Prime or Subcontractor will be performing each function.
- (3) Page size. Page size shall be 8½ x 11 inches for text pages, excluding foldouts. When 8½ x 11 inch pages contain text on both front and back, this is considered two pages. Page size for foldouts shall not exceed 11 x 17 inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages shall fold entirely within the volume in which it appears. When 11 x 17 inch pages are used, this is considered two pages; if tables and graphics are on both front and back, this is considered four pages. Tables of Contents, Lists of Figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page. Use of 11 x 17 binders for the Cost Volume is permitted.
- (4) Print type. Text shall be 12 point or larger, single-spaced, using Times New Roman font type. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 10 point or larger using Times New Roman font type. 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® (MS) Word®, Access®, or Excel® documents shall not be changed from the styles used in the attachments.
- (5) Page margins. Page margins for text pages and foldouts shall be a minimum of one inch at the top, bottom, and each side. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the Offeror; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition. This is the only information that can be displayed within the margins. Two columns of text per page and use of boldface type for paragraph headings are acceptable.
- (6) Page numbering. All pages shall be sequentially numbered by volume (except for Volumes I and III) and may be printed in the one inch margins.

- (7) File format. Files submitted shall be in readable and searchable using Microsoft® (MS) Word®, Excel® (Version 2010 or higher) including working formulas and computations, or Adobe portable document format (PDF) (must be in a searchable format, not scanned). The Adobe PDF shall not be password protected or contain other security restraints unless access information is provided. The proposal schedule shall be submitted as Primavera P6, “XER” file type.
- (8) Binding and Labeling of Hard Copies. Each volume shall be separately bound in three-ringed loose-leaf binders. Cost proposals may be submitted in three-ringed binders of any size up to 11 x 17. Staples shall not be used. The outside front cover of each binder shall indicate the Contractor’s name, the RFP number, the title of the RFP, and the copy number (i.e., sequentially number the required copies with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Pages shall be numbered sequentially by volume and by individual sections within each volume.
- (g) Classified Information. The Offeror shall not provide any classified information in response to this solicitation unless specifically required to do so in other parts of this solicitation.
- (h) Questions.
- (1) Questions regarding this solicitation must be submitted to PaducahDR@emcbc.doe.gov no later than 28 calendar days prior to the proposal due date. If DOE has not acknowledged receipt of submitted questions within three (3) business days, the Offeror may contact the Contracting Officer to confirm receipt of questions. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on the procurement website as soon as practicable. DOE will make every effort to have all questions answered at least two weeks before the proposal submission date. The Government will not identify prospective Offerors submitting questions. Offerors must check the procurement website periodically to ascertain the status of answers to questions.
- (2) This solicitation is considered complete and adequately describes the Government’s requirements. If an Offeror believes that there is an error in the solicitation, or an omission, the Offeror shall submit a question through PaducahDR@emcbc.doe.gov.
- (i) False Statements. Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.
- (j) Examination of data. By submission of a proposal, the Offeror grants to the Contracting Officer, or an authorized representative of the Contracting Officer, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the Contracting Officer prior to award.
- (k) Commitment of Public Funds. The Contracting Officer is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in

connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.

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

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

- (a) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by Offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill-in information in a contract clause, the Offeror shall submit only those pages that require input of information or a signature. Fill-ins are generally marked To Be Proposed (TBP); however, Offerors are responsible for ensuring all required fill-ins are completed with proposal submission (even if not overtly identified as TBP).
- (b) Cover letter. The Offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.
- (c) Standard Form 33, Solicitation, Offer And Award – One (1) signed original of the Standard Form (SF) 33 must be provided in addition to a copy for each set of the Volume I.
 - (1) The person signing the SF 33 must have the authority to commit the Offeror to the terms and conditions of the resulting contract – Sections A – J. By signing and submitting the SF 33, the Offeror commits to accept the resulting contract as contained in the solicitation, unless an exception or deviation to the terms and conditions as stated in the solicitation is explicitly stated by the Offeror in accordance with the below subsection (g) Exceptions and deviations.
 - (2) The Offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF 33.
 - (3) The Offeror shall insert 365 calendar days in block 12 of the SF 33 in accordance with Section L provision L. 9.
- (d) Administrative information. Offerors shall provide the following information:
 - (1) Solicitation number (reference paragraph (c)(2)(i) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).
 - (2) Offeror name. Name, address, telephone and facsimile number, e-mail, and Data Universal Numbering System Number (DUNS) of the offeror (reference paragraph

(c)(2)(ii) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).

- (3) Authorized signatory. Name and title of person authorized to sign the proposal (reference paragraph (c)(2)(v) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).
- (4) Negotiators. Name(s), title(s), telephone and facsimile numbers of persons authorized to negotiate on the Offeror's behalf (reference paragraph (c)(2)(iv) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).
- (5) Government agency administration. Government agency(ies) and name of its representative(s) having administrative cognizance over the Offeror or parent company within the meaning of FAR subpart 42.3, Contract Administration Office Functions, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.

(e) Subcontractors and other entities.

- (1) Name, address, and DUNS number for all proposed, named subcontractors or other entities that will perform any portion of the contract work. The Offeror's proposal submission, including Volumes II and III, shall include "critical subcontractors". A "critical subcontractor" is a subcontractor, at any tier, with specialized capabilities performing technical work scope necessary to execute the offeror's proposed approach to completion of contract performance requirements in the Performance Work Statement, regardless of the subcontract value. Additionally, any proposed subcontract with an estimated value more than \$125M over the contract period (including option years) is considered to be a critical subcontractor. Critical subcontractors count toward fulfillment of the Section H.62, Subcontracted Work requirement and other small business goals in this Contract. For all other subcontracts (i.e., that are not a "critical subcontractor") the prime Offeror shall submit all documentation required by FAR 15.404-3, Subcontract Pricing Considerations.
- (2) If the Offeror is a joint venture, limited liability company, limited liability partnership or other similar entity (multi-member, shared ownership) provide –
 - (i) Name, address, and DUNS of the parent or member company(ies) of the Offeror - joint venture members, limited liability company members, limited liability partnership members, etc.; and
 - (ii) Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after any contract award, that describe the business arrangement between the members, including the identity of the one member/partner who has the majority interest in the Offeror.

(f) Representations and certifications.

- (1) If the Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any critical subcontractor(s), has completed the annual representations and certifications electronically via the System

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

(g) Exceptions and deviations.

- (1) Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. If an Offeror takes exception to or deviates from the terms and conditions of the proposed contract (Sections A-J) or other provisions of the solicitation, each exception and deviation shall be specifically identified and fully explained. Any exceptions or deviations must also identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall be repeated in the other volumes to which the deviation or exception applies – Volumes II and III. Only exceptions or deviations specifically identified in this section, if accepted by the government, will take precedence over the terms and conditions of the solicitation.
- (2) Any exceptions or deviations by the Offeror to the terms and conditions stated in the solicitation for the resulting contract may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.

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

All offerors, their subcontractors or team members, that do not possess a CAGE code or DOE/NRC facility clearance number, shall complete the required entries into the DOE FOCI Electronic Submission System (ESS) located at <https://foci.anl.gov/>. Use of the DOE FOCI ESS is mandatory for all offerors, subcontractors, 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 "[Environmental Management Consolidated Business Center Savannah River Site—EMCBC](#)" as the FOCI Office that will review your submission for this solicitation when it is completed. Include the solicitation name and number in the "Reason for Request" field.

- (i) Performance Guarantee Agreement. The Offeror shall provide the Performance Guarantee Agreement in accordance with the clause DOE-H-2016, Performance Guarantee Agreement. See Section L, Attachment L-1, Performance Guarantee Agreement, for form and text of the required Performance Guarantee Agreement.
- (j) Responsible corporate official. The Offeror shall provide the name of the responsible corporate official and other information related to the corporate board of directors in accordance with the clause DOE-H-2017, Responsible Corporate Official and Corporate Board of Directors.
- (k) Small business subcontracting plan (required for all Offerors unless Offeror is a small business under the NAICS code and size standard for this solicitation).
 - 1. A completed and acceptable Small Business Subcontracting Plan is required to be submitted in accordance with the Section I, FAR Clause 52.219-9, Small Business Subcontracting Plan, Alternate II, and proposal instructions herein by all large business Offerors. This plan will become part of the contract as Section J, Attachment J-1 entitled, Small Business Subcontracting Plan.
 - 2. To be considered acceptable, the Offeror's plan shall address, in adequate detail, each of the eleven elements identified in FAR 52.219-9(d). Failure by a large business Offeror to submit and/or negotiate a subcontracting plan that addresses each of the eleven elements identified in FAR 52.219-9(d) in adequate detail may make the Offeror ineligible for award of a contract.
 - 3. The Offeror shall establish goals that afford small businesses with the maximum practicable opportunity to participate in contract performance consistent with efficient performance. In developing its proposed plan, the Offeror shall establish minimum goals for each small business category as follows:
 - a. Small businesses: 50%, including the following distinct subsets within the 50% goal:
 - i. Service-disabled veteran-owned small businesses: 3%
 - ii. HUBZone small businesses: 3%
 - iii. Small disadvantaged businesses: 10%
 - iv. Women-owned small businesses: 10%

4. Proposed small business goals shall be the percent of total subcontracted work specified in the Contractor's Small Business Subcontracting Plan. Amounts proposed for subcontracting base and small business participation shall comply with the limitations of the Section H.62, Clause entitled, Subcontracted Work. If it is anticipated that the proposed small business goals will not be met by the submission of the first Individual Subcontracting Report (ISR) for this effort required by 52.219-9, Small Business Subcontracting Plan, the Offeror shall discuss its approach to include a timeline for meeting these goals and the rationale for it.
- (l) Organizational conflicts of interest. The Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any named subcontractor(s) as defined in section L.11(e)(1) shall provide a fully executed Section K.8, Organizational Conflicts of Interest Disclosure and any necessary statements required by the provision. If the offeror believes there is an existing or potential OCI, the Offeror shall submit an appropriate draft mitigation plan in accordance with the requirements of Section H clause entitled, DOE-H-2035 Organizational Conflict of Interest Management Plan. If the Department identifies an existing or potential OCI, the Offeror shall submit any information requested by the Department, including a draft mitigation plan (see FAR 9.5 for requirements).
- (m) Community commitment plan. The Offeror shall provide a Community Commitment Plan that demonstrates meaningful partnership with the community and support of sustainable economic use of the site. See the Section H Clause entitled, DOE-H-2045 Contractor Community Commitment. The Plan will become part of the resulting contract as Section J, Attachment J-11.
- (n) Equal opportunity compliance. The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number and the point of contact for EEOC. This information shall be provided for the offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any named subcontractor(s).
- (o) The Offeror's EVMS documentation required under Section K Provision entitled, Notice of Earned Value Management System.

L.12 DOE-L-2003 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL AND MANAGEMENT PROPOSAL – GENERAL (OCT 2015)

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

- (b) Offerors shall address, in the Technical and Management Proposal, those areas contained in the respective Section L provisions below. Each of these areas corresponds to the evaluation factors contained in Section M of the solicitation.
- (c) The Technical and Management Proposal shall comply with the requirements contained in the provision at DOE-L-2001, Proposal Preparation Instructions – General and other applicable provisions of the solicitation, including any required format and page limitations. Offerors shall be specific and complete in addressing the information required to be included in the Technical and Management Proposal. Offerors shall not simply offer to perform work in accordance with the work statement; rather, Offerors shall provide their specific approach and capabilities to perform the required work. Moreover, Offerors shall not merely restate the work scope and/or other solicitation requirements in its technical and management proposal.
- (d) No cost or price information shall be included in the Technical and Management Proposal, unless specifically requested in the solicitation.

L.13 DOE-L-2004 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL APPROACH (OCT 2015)

FACTOR 1: TECHNICAL APPROACH (*The Technical Approach section shall not exceed 60 pages.*)

- (a) Detailed Technical Approach - The Offeror shall provide an in-depth, complete and effective strategy and technical approach to achieve the PWS objectives, including technical assumptions, for the PWS elements listed in the table below.

PWS	Detailed Technical Approach
EM.PA.0040.A001.06	Paducah Contractor Transition
EM.PA.0020.A001.03.DR.03	Security Infrastructure, including New Firing Range, Institute Limited Area Islands & Protective Force Training Facility
EM.PA.0040.A005.10	C-400 Subsurface Groundwater Source Remediation
EM.PA.0040.A008.42	Utilities Operations, including sequence and technical assumptions for utility optimizations
EM.PA.0040.A008.48.DR.01 ¹	Stabilization and Deactivation, NDA Characterization for Deposit/Hold-up Removal for ALL Process Facilities (C-315/C-620, C-310/C-310A, C-331, C-333/C-333A, C-335, & C-337/C-337A, C-360, and Loose Convertors/Compressors) including facility sequence and technical assumptions
EM.PA.0040.A008.48.DR.02 ¹	Stabilization and Deactivation, Deposit/Hold-up Removal for ALL Process Facilities (C-315/C-620, C-310/C-310A, C-331, C-333/C-333A, C-335, & C-337/C-337A, and Loose Convertors/Compressors) including facility sequence and technical assumptions
EM.PA.0040.A008.48.DR.03 EM.PA.0040.A008.48.DR.04 EM.PA.0040.A008.48.DR.05 EM.PA.0040.A008.48.DR.07	Stabilization and Deactivation: C-400 Deactivation; C-746-Q1 Cold Trap Disposition; Nickel and 99Tc Microwave Thermal Treatment Technology Study and Evaluation; and Deactivation of Fire Systems for the Process Facilities

¹ Although they are not shown in the table above, the lower level WBSs for process building characterization and stabilization/deactivation are included (e.g., DR.01.01, DR.01.02, etc.). The Contractor is expected to

propose the technical approach and schedule necessary for execution of the process building characterization and stabilization/deactivation in accordance with the milestones as presented in the PWS.

- (b) **General Technical Understanding** - The Offeror shall provide its general technical understanding of the PWS elements listed in the table below. Sufficient detail shall be included to enable the Government to ascertain the Offeror’s comprehension of the scope of work to be performed and how such work will be integrated into the overall effort. However, a detailed technical approach is not required. Therefore, restating the PWS requirements will not adequately demonstrate such understanding.

PWS	General Technical Understanding
EM.PA.0011.A001.01	Polychlorinated Biphenyls (PCBs)
EM.PA.0020.A001.03.DR.01 and EM.PA.0020.A001.03.DR.02	Security Program and Protective Force Services
EM.PA.0040.A001.01	Environmental Monitoring Program
EM.PA.0040.A001.02	Pump And Treat Operations
EM.PA.0040.A001.07	Project Management Support
EM.PA.0040.A002.04	Waste Operations
EM.PA.0040.A002.05	Landfill Operations
EM.PA.0040.A005.02	Southwest Plume Sources Remediation
EM.PA.0040.A008.41	Surveillance and Maintenance
EM.PA.0040.A008.43	Analytical Laboratory
EM.PA.0040.A008.48.DR.06	Stabilization and Deactivation, R-114 Freon Disposition

- (c) **Subcontracting and Small Business.** The Offeror shall describe its process to identify distinct work scope that can be performance-based and performed by competitively selected small business subcontractors to meet the subcontracting requirements in Section H.62, *Subcontracted Work*, and the small business goals established in the RFP. An emphasis should be placed on fixed pricing, where appropriate for the subcontracted work scope.
- (d) **Project Management.** Offerors shall include the following information in the Volume II Technical and Management Proposal related to the Offeror’s approach to project management:
- (1) The Offeror shall describe its proposed plan for applying project management processes to define, plan, integrate, and administer the activities required under the contract. In addition, the Offeror shall describe how these systems and/or processes will be used to assess performance and address performance issues – including technical, cost, and schedule.
 - (2) The Offeror shall submit its critical path schedule and ensure consistency between the schedule data provided in this Volume II of the proposal and Volume III.
 - (3) The Offeror shall describe its approach to planning, sequencing, integrating, and optimizing all Section C requirements to optimize site operations as quickly as possible, including effective utilization of the available funds each fiscal year.
 - (4) The Offeror shall identify the three most significant project risks, rationale for the identified risks, potential impacts to the proposed approach, and its approach to eliminate, avoid, or mitigate these risks.

L.14 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – KEY PERSONNEL AND ORGANIZATION (OCT 2015)

FACTOR 2: KEY PERSONNEL AND ORGANIZATION *(The Key Personnel and Organization section shall not exceed 15 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 key personnel for those technical and management positions it considers essential to the successful performance of the contract and which will be incorporated into the contract through the clause at DOE-H-2070, Key Personnel. Only one individual may be proposed for each key personnel position and the Key Personnel shall all be employed by the prime contractor. The Offeror shall demonstrate in its proposal that the Key Personnel proposed by the Offeror will have an “L” clearance level (or equivalent) at Contract Award and be able to obtain a “Q” clearance level by the end of the Transition period. Upon award, the List of Key Personnel will become part of the Section H clause titled, Key Personnel.

It is recognized that the number and functions of key personnel will be dependent on the organizational structure of the individual Offeror and the manner in which the Offeror proposes to perform the work.

- (1) The Offeror shall provide the rationale for the selection of those key personnel positions as being essential to the successful performance of the contract, relative to the Offeror’s approach to the management and execution of the work.
 - (2) The Offeror shall confirm the availability of the Key Personnel as being full-time assigned to the contract and physically located on site.
 - (3) The Offeror shall confirm that each of the proposed Key Personnel will be employed by the prime contractor.
- (b) Resume.
- (1) The Offeror shall provide written resumes for all proposed key personnel in the format shown in Attachment L-2 to Section L. 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 position each of the Key Personnel is proposed for: similar scope, size, and complexity are defined as follows: scope – type of work; size – dollar value and contract duration; and complexity – performance challenges and risk.

- (ii) Record of past success and accomplishments, including leadership, in performing work of similar scope, size, and complexity to that required under the contract.
 - (iii) Education, training, certifications, and licenses, including any experience in lieu of education 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 to assess each individual's suitability for the proposed position. DOE may contact any or all of the references or past employers and may use any information or sources available to DOE as a part of its evaluation of the Key Personnel.
- (c) Letter of commitment. A letter of commitment shall be submitted for each individual proposed as a key person. Each key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the effective date of the contract for a period of time commensurate with the functional position as defined in H.57, DOE-H-2070, Key Personnel – Alternate I. Failure to submit a letter of commitment may adversely affect the Government's evaluation of the proposal. A format for the letter of commitment shall state, as follows:

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

- (d) Oral Presentation – Key Personnel and Oral Interview- Program Manager.

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

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

The key personnel, as a group, will be required to complete a problem-solving exercise. The problem-solving exercise will include a technical and/or managerial problem or challenge, representative of the activities to be performed under the contract. These exercises will allow the Offeror to demonstrate its key personnel's leadership, teamwork, communications, and problem-solving capabilities and the Program

Manager's effective utilization of the key personnel team. The key personnel team will be allowed time to analyze the problem, prepare a response, and present its response. The same exercise will be given to all Offerors; the exercise will not be provided to Offerors in advance of the oral presentation. Offerors may not present any formal presentation prepared in advance.

- (2) Oral interview – Program Manager. DOE will conduct an oral interview with the Offeror's proposed Program Manager for the purpose of determining qualifications and suitability, including leadership capability. No other proposed Key Personnel representing the Offeror will be allowed to attend. The interview will be evaluated in accordance with Section M.

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

- (3) Logistics.
 - (i) DOE will provide flip-charts and markers for the Offeror's key personnel to use during the interview and oral presentation. All presentation materials used will be retained by DOE.
 - (ii) The Offeror shall not bring into the presentation room any presentation or reference material including the written proposal or electronic equipment, e.g., computers/laptops, cell phones, cameras, video or audio recording equipment. The key personnel are prohibited from contacting anyone during the interview and the oral presentation.
 - (iii) DOE will make a recording of the oral presentation and the Program Manager interview, including the Offeror's preparation of its response to the problem statement for the oral presentation. All recordings shall remain the sole property of DOE.
- (4) Schedule. Each Offeror will be notified within 10 working days after the proposal submission deadline of the date, time, location, agenda, and other instructions related to its oral interview and oral presentations. The oral interview and oral presentation will commence within approximately 30 to 40 working days after the proposal submission deadline. DOE reserves the right to conduct the oral interview and oral presentation outside of this approximate timeline or to reschedule an Offeror's interview and oral presentation. DOE will not consider a request from an Offeror to reschedule its oral interview and oral presentation, except under extenuating circumstances, e.g., personal illness or emergency.
- (5) Oral presentation and interview agenda. The following tentative agenda is anticipated to be used for the interview and oral presentation. The agenda shows the various segments of the interview and oral presentation, a brief description for each segment, and the time that will be allowed for each segment. DOE will strictly enforce the time limits. DOE will provide to Offerors the final agenda when DOE notifies the Offerors of the scheduled date for the interview and oral presentation.

Segment	Time Duration	Description
<i>Oral presentation and interview ground rules and Key Personnel introductions</i>	Approximately 15 minutes	DOE will review the ground rules for the oral presentation and interview and the Offeror's Key Personnel will introduce themselves.
<i>Oral Presentation: DOE provides problem statement to Offeror</i>	Approximately 5 minutes	DOE will provide a problem statement to the Offeror. An identical problem statement will be provided to each offeror.
<i>Oral Presentation: Offeror preparation of response to problem statement</i>	120 minutes	The Offeror shall prepare a response to the problem statement. DOE will observe the offeror during preparation of its response but will not respond to any Offeror questions or statements.
<i>Oral Presentation: Offeror presentation of response to DOE</i>	60 minutes	The Offeror shall present its problem response to DOE.
<i>Lunch</i>	60 minutes	DOE and the Offeror will break in separate locations for lunch.
<i>Oral Interview: DOE interview of the Offeror's Program Manager.</i>	60 minutes	DOE will conduct an interview with the proposed Program Manager. An identical set of questions will be asked of each Offeror Program Manager interviewed. The interview will be conducted using a question and answer format. Questions to be used in the interview will not be provided to the Offeror in advance.

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

- (i) Constitute a part of the offer (Volume I of the proposal) or be incorporated into any contract resulting from this solicitation;
- (ii) Constitute “negotiations” (or “discussions”) as defined in paragraph (d) of FAR 15.306, Exchanges with offerors after receipt of proposals or obligate the Government to conduct discussions; nor
- (iii) Constitute a “proposal revision” as defined in FAR 15.001 or allow an Offeror to cure deficiencies or weaknesses in, or otherwise revise, the written portion of the proposal.

(e) Organization

(1) Organization Chart. The Offeror shall provide its proposed Organization, including organizational chart, lines of authority, and communication approach, and corporate organizational structure.

- (i) The Offeror's organizational chart shall graphically depict the major functional areas, describe the extent to which the organization is aligned with the Offeror's technical approach and/or the PWS, names of proposed key personnel, and identify the critical subcontractors.

- (ii) The Offeror shall describe lines of authority for the organization including those between organizational elements and those between Key Personnel, and the lines of authority between the Offeror's organization and its subcontractors and other performing entities.
 - (iii) The Offeror shall describe its approach to communication and interface with outside entities, including DOE, other DOE contractors and subcontractors, regulatory agencies, state and local governments, the public, and other entities.
 - (iv) Full-time equivalent employees. The Offeror shall identify the number of all proposed site full-time equivalent (FTE) employees, by organizational elements, separated by (1) management and supervision and (2) labor disciplines by skill mix. The Offeror shall ensure consistency between FTE data provided in this Volume II of the proposal and the Volume III proposal related to cost or price.
- (2) Corporate governance. The Offeror shall provide a clear and effective plan detailing its corporate governance approach to provide oversight of the Offeror's performance of the contract work and help ensure successful performance of the contract. The Offeror shall describe how performance will be monitored and issues resolved. The Offeror shall describe how governance and resolution of issues will be handled when multi-member, shared ownership entities are involved. The Offeror shall provide an organizational chart depicting the linkage(s) between the Offeror and the parent organization(s).

L.15 DOE-L-2009 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – EXPERIENCE (OCT 2015)

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 5 pages per reference contract/project, and the completed Attachment L-11, 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 forms and Attachment L-11, Work Performance Matrix, 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 experience [Note that all of the below information shall be contained within the Attachment L-3 forms only, with the exception of the Work Performance Matrix required in paragraph (c).]:

- (a) Offeror experience. The Offeror shall describe its relevant experience in performing work similar in scope, size, and complexity to that described in the Performance Work Statement. Similar scope, size, and complexity are defined as follows: scope – type of work (e.g.,

facility characterization and stabilization [deposit/hold-up removal, removal of all fire loading, isolating systems and facility from utilities], groundwater remediation, waste operations, utility operations and S&M); size –contract dollar value and contract duration; and complexity – DOE nuclear safety requirements or commercial equivalent, performance challenges and risk (e.g., rigorous safety and quality assurance requirements, complex nuclear and regulatory environments, changing government priorities, budget fluctuations, DOE Order 413.3B requirements, integration and coordination with stakeholders). In describing relevant experience, Offerors shall describe the outcomes of specific work experiences, e.g., level to which contract requirements and objectives were met.

- (b) Subcontractor and other entity experience. In addition to the offeror's relevant experience, the Offeror shall describe the relevant experience of any proposed critical subcontractor(s) as defined in section L.11(e)(1). The Offeror's other subcontractor(s), not defined as a critical subcontractor shall not submit experience information and any submitted information will not be evaluated. The Offeror shall describe the relevant experience - similar in scope, size, and complexity - in relation to that portion of the work proposed to be performed by the subcontractor or other entity. Other entities may include, for example, members of a limited liability company (LLC) or joint venture, an affiliate of the Offeror, or other major teaming partner. In describing relevant experience, critical subcontractors or other entities shall describe the outcomes of specific work experiences, e.g., level to which contract requirements and objectives were met.
- (c) Work to be performed. The experience provided for the Offeror, critical subcontractors, or other entities shall describe its relevancy to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the Performance Work Statement, the work to be performed by each entity, and the relevant experience of that entity. Each discrete example of experience must be attributed to a specific entity. The Offeror shall complete the Work Performance Matrix (Attachment L-11) for the prime Contractor and each critical subcontractor with the percentage of work that each will perform in each PWS area.
- (d) Newly formed entity and predecessor companies. If the Offeror, subcontractors, or other performing entities are a newly formed entity with no experience, the Offeror shall provide relevant experience for the parent organization(s) or the member organizations in a joint venture, LLC, or other similar entity. The Offeror may also provide relevant experience on predecessor companies resulting from mergers and acquisitions.
- (e) Contracts information. The Offeror shall provide the relevant experience information as requested in this provision on 3 contracts, either completed or currently being performed by the ~~prime~~ Offeror, and not more than 4 total contracts, either completed or currently being performed, for all proposed critical subcontractor(s) combined. 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 five (5) years from the date proposals are due.
 - (1) Contracts may be, but are not limited to, contracts with federal, state, local and foreign governments and/or with commercial customers.

- (2) Include information on challenges and problems encountered in performance of the work, actions initiated to address these matters, and the effect the actions taken had on the performance of the contract.
- (3) Contracts used as a representation of the Offeror's experience must be the same contracts submitted in accordance with the provision at DOE-L-2010, Proposal Preparation Instructions, Volume II - Past Performance, and as listed in the Past Performance and Relevant Experience Information Form contained in Attachment L-3 to Section L. Contract information provided for experience shall correspond to, ~~and cross reference,~~ information furnished under the past performance section of the proposal.
- (f) Verification of experience. The Government will consider contracts that may be, but are not limited to, contracts with federal, state, local and foreign governments and/or with commercial customers. 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.

L.16 DOE-L-2010 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – PAST PERFORMANCE (OCT 2015)

FACTOR 4: PAST PERFORMANCE *(The Past Performance section shall be limited to the Attachment L-3, Past Performance and Experience Reference Information Form, limited to 5 pages per reference contract/project, ~~the Attachment L-4, Past Performance Cover Letter and Questionnaire,~~ Attachment L-5, List of Contracts Terminated for Default or Convenience, which has no page limit, and Attachment L-11, 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, ~~L-4,~~L-5 and L-11 shall be included in this Volume II, Factor 4: Past Performance.*

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

- (a) Offeror past performance. The Offeror shall provide information on its record of relevant past performance on work similar in scope, size, and complexity to that described in the Performance Work Statement. Similar scope, size, and complexity are defined as follows: scope – type of work (e.g., facility characterization and stabilization [deposit/hold-up removal, removal of all fire loading, isolating systems and facility from utilities], groundwater remediation, waste operations, utility operations and S&M); size – contract dollar value and contract duration; and complexity – performance challenges and risk (e.g., rigorous safety and quality assurance requirements, complex nuclear and regulatory environments, changing government priorities, budget fluctuations, DOE Order 413.3B requirements, integration and coordination with stakeholders).
- (b) Subcontractor and other entity past performance. In addition to the Offeror's record of relevant past performance, the Offeror shall provide information on the record of relevant past performance for any proposed critical subcontractors as defined in L.11(e)(1). The Offeror's other subcontractor(s), not defined as a critical subcontractor, shall not submit past

performance information and any submitted information will not be evaluated. The Offeror shall provide such information on work similar in scope, size, and complexity to that portion of the work proposed to be performed by the subcontractor or other entity. Other entities may include - members of a limited liability company (LLC), joint venture, or other similar entity or an affiliate of the Offeror.

- (c) Work to be performed. The record of past performance provided for the Offeror, critical subcontractors, or other entities shall relate to work performed that is similar to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the work statement, the work to be performed by each entity, and the relevant past performance of that entity. Each discrete record of past performance must be attributed to a specific entity. The Offeror shall complete the Work Performance Matrix (Attachment L-11) for the prime Contractor and each critical subcontractor with the percentage of work that each will perform in each PWS area.
- (d) Newly formed entity and predecessor companies. If the Offeror, subcontractors, or other performing entities are a newly formed entity with no record of past performance, the Offeror shall provide past performance information for the parent organization(s) or the member organizations in a joint venture, LLC, or other similar entity. The Offeror may also provide past performance information on predecessor companies resulting from mergers or acquisitions.
- (e) Contracts information. The Offeror shall provide past performance information on three (3) contracts, either completed or currently being performed by the ~~prime~~ Offeror, and not more than 4 total contracts, either completed or currently being performed, for all proposed critical subcontractor(s) combined. The Offeror shall only provide past performance information for contracts that are currently being performed and/or for contracts that were completed within the last five (5) years from the date proposals are due.
 - (1) Past performance information form. The Offeror shall submit its past performance information on the Past Performance and Experience Information Form contained in Attachment L-3 to Section L. One form shall be provided for each past performance reference (contract).
 - (2) Contracts may be, but are not limited to, contracts with federal, state, local and foreign governments and/or with commercial customers.
 - (3) Contracts contained in the Past Performance Information Form shall be the same as those identified under the experience section of the proposal.
- (f) Performance information. The Offeror shall identify problems encountered in performance of these contracts and corrective actions taken by the Offeror to resolve those problems. Examples of problems that may be addressed, as appropriate, include, but are not limited to, serious injuries or fatalities, regulatory violations resulting from environmental non-compliance, late deliveries, and cost overruns. In addition, the Offeror may describe any recognized accomplishments the Offeror has received on the identified contracts.
- (g) Terminated contracts. The Offeror shall provide a listing of any contracts of the Offeror, subcontractors, or other performing entities that were terminated, including the reasons

therefore, within the past five (5) years from the due date for proposals 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 Information Form.

- (h) Past Performance Questionnaire. The Offeror shall provide the Past Performance Cover Letter and Questionnaire contained in Attachment L-4 to Section L to each of the contract references. The Offeror shall request that clients return the Past Performance Questionnaire directly to DOE by mail or electronic means to the address identified below no later than two weeks prior to the date for receipt of proposals.

- (1) DOE address and contact information:

U.S. Department of Energy
Attention: Dustin Dalton, Contract Specialist
Address: 250 E. 5th Street, Suite 500
City/State/Zip Cincinnati, OH 45202
E-mail: dustin.dalton@emcbc.doe.gov
Phone: 513-246-0548

- (2) Envelopes shall be marked as follows:

TO BE OPENED BY ADDRESSEE ONLY.
RFP NO. DOE-SOL-0008746

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

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

L.17 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME III – COST/PRICE PROPOSAL

The Offeror shall provide proposed cost and fee by providing a completed Section B. In the event of any discrepancies between Section B and the Cost/Price Proposal, Section B shall take precedence over any information in the submitted cost forms. In accordance with FAR 15.403-1, Prohibition on Obtaining Certified Cost or Pricing Data, certified cost or pricing data are not required of Offerors responding to this solicitation; however, in accordance with FAR 15.403-3, Requiring Data Other Than Certified Cost or Pricing Data, Offerors shall provide Data Other Than Certified Cost or Pricing Data in support of its proposed cost and fee in the format specified in the instructions specified in paragraphs L.17 below.

Offerors are required to submit data and information that is adequate for the Contracting Officer to evaluate the reasonableness of the price, or determining cost realism, and to determine whether the Offeror has a clear understanding of the solicitation requirements. The burden of proof for substantiating the reasonableness, realism and credibility of proposed costs/prices rests

with the offeror. Submission by the Offeror of unrealistically low or high proposed costs or prices, initially or subsequent to proposal submission, may adversely affect the evaluation of the proposal.

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

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

- (a) All cost and fee information shall be included in Volume III of the proposal. None of the information contained in Volume III shall be included in any other proposal volumes unless specifically requested in the solicitation.
- (b) Offerors shall provide a Basis of Estimate (BOE) and Cost Worksheet for the PWSs as shown in Section L, Attachment L-8, Pricing Level Detail. Cost Worksheets and BOE's not identified on the Pricing Level Detail are not required and any submitted information will not be evaluated. Cost and fee by CLIN and proposed cost worksheets shall be provided in Section L, Attachment L-6 entitled "Cost Proposal Worksheets". The Offeror shall use the organization of work set forth in the PWS as the WBS for its cost proposal. The Offeror shall not propose its own WBS structure (including adding to or aggregating PWS elements) for this solicitation unless otherwise instructed within the solicitation. The Offeror shall propose cost for each contract period and in total (including option periods) corresponding to the costs for performing the PWS.
- (c) All pages in the Volume III Cost Proposal including forms, tables, and exhibits shall be numbered and identified in a volume table of contents. The cost proposal shall be sufficiently complete so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on the cost proposal. Offerors shall complete Section L, Attachment L-6, Cost Proposal Worksheets, and L-7, Consolidated Direct Cost Schedules, provided in the cost proposal exhibits. Offerors shall fully prepare Attachments L-6 and L-7, at the level of detail indicated in the Attachments and related instructions.
- (d) The cost/price proposal must be mathematically correct with full traceability and consistency between the L-6, L-7, BOE's (e.g., labor rate data in the BOE's should reflect the same labor category descriptions and base rate information in the L-6 and shall not be burdened or fully loaded with indirect rates and fee) and as applicable the Technical and Management proposal.
- (e) Cost Assumptions – Cost assumptions are being provided to the Offerors which are contained in Attachment L-9 of the solicitation entitled "Cost Assumptions." The Offerors shall consider and use all of the cost assumptions when preparing the cost proposal.

(f) Offerors shall assume a 120 calendar day Contractor Transition Period, with a Transition start date of March 23, 2017. The Offeror shall assume full responsibility for the performance of all other contract requirements on July 21, 2017. Proposed cost shall be on a 12 month Contract Period (CP) utilizing the Government Fiscal Year (GFY) of October 1 through September 30 with the exception of the first and last years. The first contract period shall include the proposed costs from March 23, 2017 through March 22, 2022. The period of performance extends through March 22, 2027.

(g) The existing Collective Bargaining Agreement(s) for the incumbent Contractors are available to interested Offerors upon request.

(h) Offerors shall assume a planned funding profile per the GFY as follows:

	Government Fiscal Year (GFY)											TOTAL
	17 ²	18	19	20	21	22	23	24	25	26	27 ²	
BASE + POP (INCLUDING TRANSITION)¹	29	159	160	159	155	146	151	148	145	137	68	1,457
TECHNICAL OPTION CLINS¹	0	0	2	3	4	7	11	11	7	2	1	48

¹The dollar amounts are represented in (\$M).

²Funding is consistent with the POPs for GFY17 & GFY27.

(i) The Offeror shall provide the proposed fee amounts in Section B.2 for all CLINs except as noted below:

- When PBIs fee is available in Section B.2(c), Table B.2-2, Footnote 3: Award Fee shall not exceed 2% of the estimated CLIN cost; PBI Fee shall not exceed 8% of the estimated CLIN cost; and the Offeror may propose fee percentages less than the ceilings; however, the ratio between PBIs and Award Fee shall remain 80/20.
- When no PBI Fee is available in Section B.2(c), the Award Fee shall not exceed 3% of the estimated CLIN cost (Section B, Table B.2-2, Footnote 2).
- CLIN 0001 – The Offeror shall not propose fee for the Contractor Transition Period.
- CLIN 0104, 0204, and 0304 – The Offeror shall not propose fee for the Worker Pensions & Retirement Health Benefits in accordance with Section EM.PA.0040.A001.07.DR.19 of the PWS MEPP/MEWA; however, the Offeror may propose fee for the administration of the Worker Pensions & Retirement Health Benefits.

(j) Proposed Schedule – The Offeror shall provide a detailed resource loaded schedule (utilizing Oracle’s Primavera P6 Enterprise Project Portfolio Management© software) including key milestones, deliverables, logic ties, predecessor and successor relationships, activity durations, float, and the critical activities to complete the PWS work scope, including the priced

options work scope. The electronic version shall be working files and include logic ties. The schedule shall be fully traceable to Volume II, Technical and Management Proposal. For those PWS elements for which DOE provided cost, the schedule shall reflect the provided cost as a resource, consistent with the FY period allocation in Attachment L-9, Cost Assumptions.

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

(l) Basis of Estimate – Provide a Basis of Estimate (BOE) thoroughly documenting all estimates consistent with the Offeror's Technical and Management Proposal. A BOE description shall be provided corresponding to the PWS'. The detailed BOE narrative description shall include how the proposed cost by cost element were derived, including summary of work scope, source of estimate information, summary statement of site condition (including all major assumptions used to assess the site condition by PWS), supporting rationale, summary of estimating rationale, process and assumptions (including major assumptions used to establish the Offeror's cost to perform the solicitation requirements), and other related information to provide clarity and understanding of the Offeror's BOE. Offerors shall clearly indicate for each PWS by cost element (direct labor, indirect rates, direct materials, etc.): (1) what data is existing and verifiable, (2) judgmental factors applied in projection from known source data to the estimate, (3) key assumptions (not in conflict with the PWS), and (4) the basis of each cost element. Offerors shall provide sufficient detail to demonstrate reasonableness and realism. Unit cost (labor rates, material prices, etc.) data presented in the BOE's should reflect the same descriptions and base rate information in the L-6 Detailed Cost Worksheets and shall not be burdened or fully loaded with indirect rates and fee.

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

The Offeror may propose the following allowances or factors as part of its proposal if consistent with the Offeror's estimating practices and supportable: small tools; fuel, oil, gas, and maintenance (FOGM); laundry services; personal protective equipment (PPE); office supplies;

and consumables. For any proposed allowances or factors, the Offeror shall submit information to explain the use of any judgmental factors and mathematical or other methods used in the proposal, including those used in projecting from known or basis data, in order to thoroughly provide the bases for the proposed pricing.

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

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

(m) Offeror Proposed Cost:

- (i) Joint Venture/Teaming Partners and Critical Subcontractors as defined in L.11(e)(1) are required to provide fully supported cost proposal detail as required in L.17(k) through (r). This detail shall be fully reconcilable to the Offeror's proposed costs and shall be consistent with the Offeror's technical proposal. It is acceptable for the entities as defined in this paragraph to submit sealed envelopes containing a separate set of cost worksheets, Attachment L-6 and L-7, and other data as required in L.17(k) through (r) with its proposal by the proposal due date.
- (ii) Cost Elements - The cost proposal shall be provided by major cost elements in accordance with FAR Table 15-2 and as directed in Attachments L-6 and L-7: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits, direct labor overhead (if applicable), material (e.g., ion exchange resins, piping, treatment gas, etc.), material handling overhead (if applicable), equipment (including capital investments and FOGM), Joint Venture/LLC Member/Other Teaming Arrangement/ Critical Subcontractor (shall be individually estimated and provided for by major cost elements as described L.17(m)(i)), other subcontract cost, personal protective equipment (PPE) including laundry services, analytical testing, waste treatment, waste container costs, waste transportation, waste disposal, supplies (e.g., consumable items, small tools, office supplies, etc.), travel, relocation, other direct costs (ODC), and General and Administrative (G&A) costs (if applicable).

(iii) Costs for all sampling and analysis shall be priced in the PWS element requiring the testing.

The Contractor's projects/PWS activities and other site tenants/contractors are expected to pay the fully burdened costs for performance of the analytical analysis/services. No costs for analytical (sampling and analysis) shall be included in the PWS element EM.PA.0040.A008.43.DR – Analytical Laboratory. Only a prorated amount of the programmatic laboratory management costs or laboratory disposition activities shall be included within PWS element EM.PA.0040.A008.43.DR – Analytical Laboratory. The costs for containers, waste load out, container management, packaging, shipping, and disposal of waste shall be included in the PWS element that generates the waste; no costs for containers, waste load out, container management, packaging, shipping, and disposal of waste shall be included in PWS element EM.PA.0040.A002.04.DR – Waste Operations. Costs for natural gas and/or fuel for boilers shall be included in EM.PA.0040.A008.42.DR.02, Steam, chilled Water, Compressed Air, & Waste Heat Systems. Costs for all field support staff (e.g., radiological technicians, safety techs, IH techs, etc.) shall be priced in the PWS element requiring the field support; no costs for field support labor shall be included in the PWS element EM.PA.0040.A001.07.DR. – Project Management Support. Costs for laundry (e.g., pick-up, distribution, on/off-site laundering, etc.) shall be priced in the PWS element requiring the laundry service and not to PWS element EM.PA.0040.A001.07.DR.22 Laundry. These PWS elements (Analytical Laboratory, Waste Operations, Project Management Support and Laundry) are intended to capture only programmatic costs for these programs that cannot specifically attributed to a particular project. It is the goal that the PWS element (WBS) contains all the costs associated with performance of that work and that programmatic PWS elements (WBS) are clearly program activities not specific to one project.

(iv) Direct Labor - The Offeror shall complete the labor worksheet in the Section L, Attachment L-7, to provide the yearly proposed direct labor rates and labor hours by labor category for the entire period of performance reflecting the GFY as detailed in Attachment L-7. The DOE provided direct labor rates in the Documents Library reflect current site labor rates, as well as, the Wage Rate Requirements (Construction) (formerly known as the Davis-Bacon Act) and Service Contract Labor Standards (formerly known as the Service Contract Act) rates escalated to mid GFY 2017. The DOE provided labor categories are not all inclusive. If the Offeror requires labor categories in addition to the labor categories provided, the Offeror shall provide the basis of the proposed labor rate(s) and supporting documentation as detailed below.

The Offeror has the ability to propose its own direct labor rates, consistent with the terms and conditions of the solicitation, applicable law, including the Wage Rate Requirements (Construction) (formerly known as the Davis-Bacon Act) and 4(c) of the Service Contract Labor Standards (formerly known as the Service Contract Act), as applicable. However, the proposed labor rates shall not be less than the DOE provided direct labor rates included within Attachment L-7 of this solicitation.

If the Offeror proposes its own labor rates or needs additional labor categories, the Offeror sources of the rates (e.g., forward pricing rate agreement; bidding rates; average labor categories; published estimating guides; Department of Labor wage determinations; rates

paid on previous or current Government or commercial contracts, including Federal Supply Schedule contracts). The offeror must provide copies of such documentation in support of its labor rates. The proposed rates shall reflect those identified in the offeror's accounting system; but, if necessitated by the offeror's accounting system, composite rates are acceptable if the offeror provides an explanation of how the composite rates were calculated

For proposal preparation purposes, a full time equivalent (FTE) is defined as 1,800 hours/year. The 1,800 hours/year is based on 2,080 annual hours less 280 hours for vacation, sick, holiday and site specific training. For proposal preparation purposes, the Offeror shall assume overtime is not available.

- (v) Additional Details for Other than Direct Labor Costs – The Offeror shall provide a consolidated schedule(s) of non-labor costs (including materials, equipment other direct costs, travel, waste disposal, etc.) which contains descriptions, quantities, unit pricing and total pricing using the templates provided in Section L, Attachment L-7 reconciling to the total proposed amounts for each cost element, as included Section L, Attachment L-6.
- (vi) Waste Processing Cost and Waste Quantities Retrieved, Processed and Dispositioned by Government Fiscal Year (GFY) (*Refer to Attachment L-7, Consolidated Direct Cost Worksheets*) –In order to fully understand the Offerors cost for waste processing, the Offeror shall provide the following information broken down between waste programs (e.g., LLW, MLLW, etc.) by project (e.g., C-400 Source Remediation, C-337 Stabilization, C-337 Deposit Removal, etc.) and as necessary each waste program may need to need to be further broken down between waste types (e.g., debris, sludge and soils):

- The quantity of waste being generated, retrieved/exhumed or retrieved from RCRA storage by waste program, including waste types, by GFY;
- For each waste type and quantity of waste being dispositioned, the Offeror shall provide the total costs by GFY;
- If the waste is being retained on site, the Offeror shall indicate where the waste is being stored, including quantity of waste being stored on-site by GFY;
- For each waste type by GFY, the Offeror shall provide the total cost, including quantity of waste being treated, and type of treatment. The Offeror shall provide its definition of treatment;
- For each waste type by GFY, the Offeror shall provide the total cost, and disposition quantities of waste, related to the packaging, transportation and disposal (identified separately).

The quantities and types should be specifically linked to PWS elements (by the WBS numbers). It should be clear where the source of the waste is by project. The BOE(s) associated with the above information shall be fully explained in supporting documentation and shall provide the necessary documentation reconciling the Offeror's technical approach to the waste quantities being dispositioned for each waste type (i.e., the input and output waste quantities [based on the Offeror's technical approach] shall be described).

The Offeror shall provide the same information as stated above, if its technical approach results in secondary waste being generated. Secondary waste shall be segregated, and identified within the waste quantity table by the Offeror and referenced under the PWS element (by the WBS number). The Offeror is responsible for the treatment and disposal of all secondary waste generated and the cost shall be included as part of the Offeror's total estimate cost.

The Offeror shall provide a separate computation showing the unit rate for each GFY (composed of treatment, transportation and disposal costs) for each waste stream shipped to each off-site facility and to the on-site landfill.

Offerors shall provide a table detailing by GFY and in total where generated waste is being dispositioned by location. The total estimated cost shall exclude costs associated with the disposal at NNSS since these costs are handled as an interagency transfer of funds between DOE locations. However, the Offeror shall provide as part of its Basis of Estimate statement, the waste quantities and associated disposal fees/cost by GFY associated with disposing waste at NNSS based on its technical approach even though it will be excluded from its total estimated costs in Section B.

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

(vii) Indirect Rates:

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

If the Offeror or any proposed critical subcontractor as defined in Section L.11 (e)(1) includes the use of an indirect expense rate (fringe, overhead and/or G&A) that is not DOE provided in this solicitation or has not been audited or approved by its Cognizant Federal Agency, the Offeror or subcontractor must submit an indirect cost exhibit with the cost proposal. The indirect cost exhibit must disclose the major pool expenses and composition of the pool base by line item name and dollar amount, and explain the basis of estimate and allocation methodology for each indirect rate proposed, including the prior year's actual expenses/allocation bases and budgetary forecasts covering each year of contract

performance. This exhibit must be prepared for the Offeror's most recently completed fiscal year, the current fiscal year, and the next two fiscal years. A separate exhibit is required for each proposed indirect rate and cost center. In addition, the Offeror must state at the bottom of each exhibit the inclusive dates of the fiscal year. The Offeror shall provide all related information to provide a clear understanding of the basis of estimate, including how the proposed indirect rate was computed. If the Offeror is proposing a blended indirect rate that is derived from the weighting of multiple indirect rates, the Offeror shall provide the detailed computations for each of the individual indirect rates used in the computation of the blended rate by contract period and the methodology of how the blended rate was derived. The Offeror shall provide a detailed explanation of the proposed corporate organizational structure and whether corporate home office allocation is or is not applicable.

Fringe Benefits – For the workforce eligible for employment under the Work Force Transition and Employee Hiring Preferences (Clause H.4) the Offeror's proposed fringe benefit rates shall be at least fifty-five percent (55%). The fringe benefit rates (whether using the DOE provided fringe rates or those specifically proposed by the Contractor) shall be applied to all labor costs not covered below. The provided fringe benefit rates cover projected labor related indirect costs such as medical, dental, severance, Employee Assistance Program, life insurance, accident/sickness coverage, benefit administration, vision, pension, workers compensation, FICA, FUTA, SUTA and time-off (vacation, sick and holiday). Pension costs and health benefit costs for the Offerors proposed workforce are accounted for using the provided fringe benefit rate.

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

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

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

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

The Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address and telephone number of the cognizant ACO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the

Volume III Cost Proposal. If the Offeror is a joint venture, this data must be provided for each entity.

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

Provide a copy of the Government approval/determination stating the proposed accounting system is adequate for the identification, accumulation and recording of cost under Government reimbursable type contracts/subcontracts if the approval/determination was issued within the last three years. Also, provide a copy of the most recent accounting system audit report on the proposed accounting system if performed within the last five years and fully describe and explain any material changes made to the proposed accounting system since the time it was reviewed, audited or approved;

If the accounting system was deemed inadequate, provide the corrective actions that have or will be taken to correct the cited issues, including the implementation time for each action.

If the proposed accounting system has not been formally approved by the Government within the last three years and/or audited within the last five years, or an audit determined the accounting system to be inadequate, then the Offeror shall state this and provide responses to the "Offeror's Proposed Accounting System Information", incorporated into this solicitation as Attachment L-10.

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

- Financial Statements (audited, if available) and notes to the financial statements for the last three fiscal years;
- The information in subparagraph (i) above for each member of the Offeror team arrangement if a teaming arrangement is used;

- The last annual report for the parent corporation(s). In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective Offeror and assume all contractual obligations of the prospective Offeror; and
- Any available lines of credit.
- State what percentage of the Offeror's estimated total business a contract awarded to the Offeror as a result of this solicitation will represent during the period of performance of such contract; and
- Describe the impact of this contract on the Offeror's organization and any contingency, limitation, and conditions affecting the availability of financing for this contract.

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

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

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

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

L.18 DOE-L-2014 DATE, TIME AND PLACE OFFERS ARE DUE (OCT 2015)

All Offers required by this solicitation are due at the date, time, and place identified on the Standard Form (SF 33), Solicitation, Offer and Award (See Section A, Block 9). Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

L.19 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.20 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.21 DOE-L-2020 SMALL BUSINESS SET-ASIDE INFORMATION (UNRESTRICTED)

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

L.22 DOE-L-2026 SERVICE OF PROTEST (OCT 2015)/ FAR 52.233-2, SERVICE OF PROTEST (SEP 2006)/ AS MODIFIED BY DEAR 952.233-2 SERVICE OF PROTEST (MAY 2010)

- (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:

Mr. Michael Kaszyca Jr.
Contracting Officer
U.S. Department of Energy
Environmental Management Consolidated Business Center
250 E. 5th Street, Suite 500
Cincinnati, OH 45202

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the GAO shall be furnished to the following address within the time periods described in paragraph (b) of this provision:

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

L.23 DOE-L-2027 NOTICE OF PROTEST FILE AVAILABILITY (OCT 2015)

- (a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR part 21, any actual or prospective Offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1605 of Public Law 103-355. Such request must be in writing and addressed to the Contracting Officer for this procurement.
- (b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of 48 CFR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.)

L.24 DOE-L-2028 AGENCY PROTEST REVIEW (OCT 2015)

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

**L.25 FAR 52.225-12, NOTICE OF BUY AMERICAN REQUIREMENT –
CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)**

- (a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in the clause of this solicitation entitled “Buy American--Construction Materials Under Trade Agreements” (Federal Acquisition Regulation (FAR) clause 52.225-11).
- (b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

- (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic

construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.

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

(d) *Alternate offers.*

- (1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.
- (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
- (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested--
 - (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
 - (ii) May be accepted if revised during negotiations.

L.26 DEAR 952.204-73 FACILITY CLEARANCE (MAR 2011)

NOTICES

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

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

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

- (1) The contract work anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the offeror must submit a Certificate Pertaining to Foreign Interests, Standard Form 328, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package. Contractors are encouraged to submit this information through the use of the online tool at <https://foci.anl.gov>. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.
- (2) Information submitted by the offeror in response to the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.
- (3) Following submission of a Standard Form 328 and prior to contract award, the Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI which could affect the offeror's answers to the questions in Standard Form 328. Notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be furnished concurrently to the cognizant security office.

(b) Definitions

- (1) Foreign Interest means any of the following—
 - (i) A foreign government, foreign government agency, or representative of a foreign government;
 - (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
 - (iii) Any person who is not a citizen or national of the United States.

- (2) Foreign Ownership, Control, or Influence (FOCI) means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.
- (c) Facility Clearance means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon:
- (1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;
 - (2) A contract or proposed contract containing the appropriate security clauses;
 - (3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;
 - (4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;
 - (5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;
 - (6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and
 - (7) Access authorizations for key management personnel who will be determined on a case-by-case basis, and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.
- (d) A Facility Clearance is required prior to the award of a contract requiring access to classified information and the granting of any access authorizations under a contract. Prior to award of a contract, the DOE must determine that award of the contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.

- (e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type facility is identified as a non-possessing facility.
- (f) Except as otherwise authorized in writing by the Contracting Officer, the provisions of any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime Contractor or the Contracting Officer for the prime contract.

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

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

- (1) The Standard Form 328 has been signed and dated by an authorized official of the company;
- (2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;
- (3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;
- (4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and,
- (5) A summary FOCI data sheet.

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

**L.27 FAR 52.222-5, CONSTRUCTION WAGE RATE REQUIREMENTS—
SECONDARY SITE OF THE WORK (May 2014)**

(a)

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

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

(b)

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

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

ATTACHMENT L-1
Performance Guarantee Agreement

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

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

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

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

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

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

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

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

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

Date

Name of Corporation

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

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

ATTACHMENT L-2
Key Personnel Standard Resume Format
(Resume Must Not Exceed Four (4) Pages in Length for Each Key Personnel)

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:

Experience: (Starting with current position and working backwards: Identify Contract/Project Title, name and address of employer, dates of employment, position titles, specified duties and responsibilities, and name, title and phone number of supervisor. Address specific information on the qualifications, experience, and demonstrated performance relevant to the proposed position, including individual leadership and technical expertise qualities. Identify specific examples of demonstrated leadership as opposed to just leadership positions held. Describe how work experience relates to Paducah GDP D&R project 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)]

ATTACHMENT L-3
Past Performance and Experience Information Form
(Completed Form limited to 5 pages per reference contract/project)

1. <u>Name</u> and <u>DUNS #</u> of Offeror Submitting Proposal:	
2. <u>Name</u> and <u>DUNS #</u> of Company for which L-3 Form is being submitted:	
3. Name of Reference Contact Client (e.g. Government Agency or Prime Contractor):	
4. <u>Name</u> and <u>DUNS #</u> of Entity Reference Contract/Project Was Awarded To:	
5. Reference Contract/Project <u>Number</u> : Reference Contract/Project Available in PPIRS (i.e. <u>Yes/No</u>):	
6. Reference Contract/Project Title and Contract/Client Point of Contact:	Name: Title: Telephone: Email: Address:
7. Indicate if the Company (identified in #2) was a <u>Prime Contractor</u> , <u>Teaming Partner</u> , or <u>Subcontractor</u> for the Reference Contract/Project:	
8. Reference Contract/Project Period of Performance:	
9. Reference Contract/Project Start Date:	
10. Reference Contract/Project Completion/Termination Date:	
11. Reference Contract/Project Type of Contract (e.g., FP, CPFF, CPAF, etc.):	
12. Reference Contract/Project Total Value (separately list fee if cost-type):	
13. Reference Contract/Project Value Performed To Date (Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment; Date = RFP release date):	
14. Portion (%) of work Company (identified in #2) is proposed to perform on the Paducah GDP D&R Contract:	
15. Portion (%) of work, including dollar amount and duration, Company (identified in #2) performed on reference contract/project (if different than #12 and #13, insert sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.):	
16. Scope Company (identified in #2) is proposed to perform on Paducah GDP D&R Contract. List applicable PWS elements:	
17. Scope Company (identified in #2) performed on reference contract/project:	

18. Complexity Company (identified in #2) is proposed to perform on Paducah GDP D&R Contract:	
19. Complexity of work Company (identified in #2) performed on referenced contract/project:	
20. Provide information on problems encountered on the contract/projects identified above and corrective actions taken to resolve those problems (e.g., accident reports, notice of violations, settlement agreements, etc.):	
21. Provide information on penalties paid as a result of replacement of key personnel on the referenced contract/project and discuss the nature of the situation, including how much penalty was paid.	
22. Safety statistics: provide Days Away, Restricted or Transferred (DART) and Total Recordable Case (TRC) rates and hours worked for the Entity (identified in #4) on the referenced contract by Government Fiscal Year (GFY) for FY 2012-2016. Provide information from the DOE Office of Environment, Health, Safety and Security (EHSS) (http://energy.gov/ehss/environment-health-safety-security) and the DOE Office of Enforcement (http://energy.gov/ea/services/enforcement) public websites for the Entity (identified in #4) on the referenced contract by Government Fiscal Year (GFY) for FY 2012-2016.	

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. DE-SOL-0008746 Paducah Gaseous Diffusion Plant (GDP) Deactivation & Remediation contract at the Paducah site in Paducah, KY.

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

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

Please return the completed questionnaire within ten calendar days.

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

Email Address: PaducahDR@emcbc.doe.gov

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

United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting, Attn: Mr. Dustin Dalton
250 E 5th Street, Suite 500
Cincinnati, OH 45202

If mailing, please mark the envelope:

“PROCUREMENT SENSITIVE SOURCE SELECTION INFORMATION - SEE FAR 3.104”

“TO BE OPENED ONLY BY THE CONTRACTING OFFICER”

**REFERENCED CONTRACT AND CLIENT INFORMATION
PAST PERFORMANCE QUESTIONNAIRE:**

A. REFERENCED CONTRACT AND CLIENT INFORMATION

B.A.

Name of Company Being Evaluated:

Contract Number and Title Being Evaluated:

Evaluator's Name:

Evaluator's Address:

Evaluator's Phone:

Evaluator's Organization:

Evaluator's role in the management of the contract:

C.B. RATING SCALE AND DEFINITIONS:

Rating	Definition	Note
Exceptional	Performance meets contractual requirements and exceeds many to the Client's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Client. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant problems identified.
Very Good	Performance meets contractual requirements and exceeds some to the Client's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Client. There should have been no significant problems identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant problems identified. Note: The contractor should not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear	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).

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

C. ASSESSMENT AREAS:

1. Quality of Product or Service

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

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

Supporting Narrative:

2. Schedule Compliance

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

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

Supporting Narrative:

3. Cost Control

Example: How well did the Contractor control its costs?

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

Supporting Narrative:

4. Business Relations

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

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

Supporting Narrative:

5. Management of Key Personnel/Staffing

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

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

Supporting Narrative:

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

Additional Comments:

ATTACHMENT L-5
List of Contracts Terminated For Default or Convenience

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

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

ATTACHMENT L-6
Cost Proposal Worksheets

See Procurement website

ATTACHMENT L-7
Consolidated Direct Cost Schedules

See Procurement website

ATTACHMENT L-8
Pricing Level Detail

See Procurement website

**ATTACHMENT L-9
Assumptions**

For proposal preparation purposes only, the Offeror shall incorporate the following assumptions into its cost proposal.

1. Field implementation for freeze protection, winterization, and heat supply shall begin in October of each contract year.
2. The exact number and quantity of UO₂F₂ deposits is unknown. It has been estimated for planning purposes approximately 100 pounds of UF₆ would be generated on the average from each cell of the 200 process cells during deposit removal treatments using ClF₃. The total amount of UF₆ generated would be 20,000 pounds. There are also known deposits external to the cells in bypass piping and auxiliary piping, but no known deposits with Greater than Safe Mass, which will need to be removed either through chemical treatments or mechanically. In addition to this there is approximately 4,000 kg (8,800 pounds) of U either physically or chemically adsorbed to inner metal surfaces of the process cascade.
3. For planning purposes, the Offeror should assume that no deposit/hold-up removal activities have been completed by the incumbent contractor.
4. PCB spills are estimated to be 40 small spills per year.
5. Costs associated with Security Clearances shall be paid directly by DOE and shall not be included in the cost proposal. The Security Clearances shown in the table below are for planning purposes.

Description	L Clearances	Q Clearances
Program Manager, Operations Manager (or equivalent, if proposed) and Environmental Manager (or equivalent, if proposed)	N/A	100%
Deactivation Staff	95% of staff	5% of staff
Guard Forces	N/A	100%
Remediation Staff	95% of staff	5% of staff

6. The Offeror shall not be provided any office space, office furniture, and computer hardware and/or business and technical software, during the Transition Period of this contract; however, office space will be available on-site after transition is completed.
7. The Offeror shall be responsible for maintaining any IT computing and telecommunication networks for off-site facilities used during the contract Transition Period.
8. The funding profile identified in Section L.17 does not include revenue from recycling or other material barter/transfer efforts. The Offeror shall not propose additional income/funds as a result of recycling or other material barter/transfer efforts.

9. The Offeror shall assume there is not sufficient on-site existing borrow material on-site for field work.
10. The Offeror shall assume that all lube oil is not contaminated with PCBs.
11. The Offeror shall assume the following estimated site utility current usage.

Sanitary Water

Overall Plant Usage	3 to 4 Million gallons per Day
DOE Usage	10,000 Gallons per Day
BWCS Usage	20,000 Gallons per Day

Sanitary Sewer

Overall Plant Generation	Less than 200,000 Gallons per Day*
DOE Generation	7,500 Gallons per Day
BWCS Generation	4,000 Gallons per Day

*During Rain Fall event (2 inches in 24 hours) Sanitary Sewer rate increases to maximum plant capacity of 500K gallons per Day.

Electrical Power

Overall Plant Requirements	15 to 25 MWH*
DOE Usage	1.0 MWH
BCWS Usage	3.5 MWH

*Based on a standard month of 720 hours overall plant usage would be 10,000 – 18,000 MW hours per month.

Natural Gas

Projected Overall Plant Annual Requirements	250,000 million cubic feet
---	----------------------------

Steam Heat

Projected Overall Plant Annual Requirements	20,000 to 40,000 pounds per hour at 100 psig*
---	---

*Range includes demand associated with uranium deposit removal activities.

12. The Offeror shall assume individual facilities are not metered.
13. The Offeror shall not price long-lead or critical spares PWS for PWS Section EM.PA.0040.A008.41.DR.01.
14. The Offeror shall assume three of the nine cranes inside the C-400, Cleaning Building, are currently in service and the outside crane on the south side of the building is not in service.
15. The Offeror shall assume the C-612, Treatment Facility, is currently operating at approximately 200 gallons per minute (gpm) which is near its capacity of approximately 210 -215 gpm.
16. The Offeror shall assume the cranes in C-360 have not been operational since the facility was shut down in 2014.

17. The Offeror shall assume the entire C-764 Trailer complex is assigned to the D&R Contractor and the C-755 Trailer complex shall be divided between the D&R Contractor and the Infrastructure Contractor.

18. The Offeror shall assume there are a total of approximately 327 “orphaned” or loose convertors and compressors in the process buildings and at the C-745-X and Y storage yards. The approximate breakout by size is as follows:
 - 000 convertors - 64;
 - 000 compressors - 115;
 - 00 convertors - 44;
 - 00 compressors - 87; and
 - C-310 convertors - 17.

19. For work associated with Section C, EM.PA.0040.A008.48.DR, Stabilization and Deactivation, the Offeror shall propose the sequence of operations and identify the appropriate lower level WBS elements to allow the Government to understand what work is being proposed and what the proposed cost is for each of the four (4) process facilities (C-331, C-333/C-333A, C-335, and C-337/C-337A) (*NOTE: C-337A and C-333A are considered part of C-337 and C-333 respectively*). The Offeror shall assume the lower level WBSs for the process buildings are:

WBS Number	WBS Title
EM.PA.0040.A008.48.DR.01	Characterization for Deposit/Hold-up Removal for the Process Facilities
EM.PA.0040.A008.48.DR.01.01	NDA Characterization for C-331 Process Building
EM.PA.0040.A008.48.DR.01.02	NDA Characterization for C-333/C-333-A Process Building
EM.PA.0040.A008.48.DR.01.03	NDA Characterization for C-335 Process Building
EM.PA.0040.A008.48.DR.01.04	NDA Characterization for C-337/C-337-A Process Building
EM.PA.0040.A008.48.DR.02	Deposit/Hold-up Removal for the Process Facilities
EM.PA.0040.A008.48.DR.02.01	Deposit/Hold-up Removal for the C-331 Process Building
EM.PA.0040.A008.48.DR.02.02	Deposit/Hold-up Removal for the C-333/C-333-A Process Building
EM.PA.0040.A008.48.DR.02.03	Deposit/Hold-up Removal for the C-335 Process Building
EM.PA.0040.A008.48.DR.02.04	Deposit/Hold-up Removal for the C-337/C-337-A Process Building

20. The following assumptions are applicable to the Portable Cell Treatment Cart (PCTC).
 - The consumption rate of ClF₃ is based on the nature of the deposit material in the system being treated; however, the Offeror can assume that each treatment of a "000" cell uses or consumes approximately 250 pounds of ClF₃ and 46 pounds of F₂.
 - Assume each treatment takes 35 days on average.
 - The gas will cycle thru the cell about 10 times for a continuous 35 day treatment.
 - Assume it takes 3-4 days to recycle the total volume of a "000" cell using the pumps on the test buggy.
 - The Offeror can assume that the NaF traps will require regeneration after every cell treatment; therefore, on average the NaF trap cart will run for 35 days prior to needing regeneration. The Offeror can assume it will take about 5 days to regenerate the cell treatment NaF traps.

DOE Provided Costs. For proposal preparation purposes, the Offeror shall use the amounts provided by DOE for proposed costs for all activities directly associated with the following PWS areas. The DOE provided costs do not include G&A.

1. The Offeror shall assume \$40M total contributions to the Worker Pensions & Retirement Health Benefits in accordance with Section EM.PA.0040.A001.07.DR.19 of the PWS as shown in the Section L-6, Cost Worksheets.
2. The Offeror shall assume the annual subcontract cost for Freon disposition is \$3,200,000 with a nine year project duration.

ATTACHMENT L-10
Offeror's Proposed Accounting System Information

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

**ATTACHMENT L-11
 Work Performance Matrix**

	Company Names				
PWS Sections	<i>Prime Contractor</i>	<i>Subcontractor 1</i>	<i>Subcontractor 2</i>	<i>Subcontractor 3</i>	<i>Subcontractor 4</i>
Total					

Instructions: The Offeror shall list itself and all of its critical subcontractors (if any) 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 four significant subcontractors. Percentages shall be rounded to the nearest whole number. Typically each row should add up to 100%; however, in cases where the total is less than 100% because subcontractors below the ~~critical significant~~ subcontractor dollar threshold are also performing work, Offerors shall include a note that explains why the total is less than 100%.