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SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

Provision No.	FAR Reference	Title
1a.	52.204-7	System for Award Management (JUL 2013)
1b.	52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort (OCT 2009)
1c.	52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition with Adequate Price Competition (FEB 2007)
1d.	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
1e.	52.222-46	Evaluation of Compensation for Professional Employees (FEB 1993)
1f.	52.237-1	Site Visit (APR 1984)

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L.2 FAR 52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision—

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals.

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Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

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(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

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

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

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(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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

The Government contemplates award of a contract with Firm-Fixed-Price, Labor Hour, Cost Reimbursement, and Indefinite Delivery/Indefinite Quantity (IDIQ) contract line items resulting from this solicitation.

L.4 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)/DEAR 952.233-1 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:

U.S. Department of Energy

Environmental Management Consolidated Business Center (EMCBC)
Attention: Aaron Deckard, Contracting Officer
250 East Fifth Street, Suite 500
Cincinnati, OH 45202

Telephone: (513) 246-0512
Facsimile: (513) 246-0529
E-mail: aaron.deckard@emcbc.doe.gov

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

(c) Another copy of a protest filed with the Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

L.5 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (AUG 2009)

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

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

L.6 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

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

L.7 DEAR 970.5223-3 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)

(a) Any contract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR Part 707, Workplace Substance Abuse Programs at DOE Sites.

(b) By submission of its offer, the officer agrees to provide to the Contracting Officer, within 30 days after notification of selection for award, or award of a contract, whichever occurs first, pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR Part 707. DOE may grant an extension to the notification or implementation period if necessary as per 10 CFR 707.5(g).

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

L.8 DOE-L-1003 OFFER ACCEPTANCE PERIOD

The Offeror's proposal shall be valid for 360 calendar days after the required due date for proposals.

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L.9 DOE-L-1004 NUMBER OF AWARDS

It is anticipated that there will be a single 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.10 DOE-L-1005 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.

L.11 DOE-L-1006 EXPENSES RELATED TO PROPOSAL SUBMISSION

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

L.12 PRE-PROPOSAL CONFERENCE AND SITE TOUR

A pre-proposal conference and a site tour will be conducted at the DOE Paducah Site near Paducah, Kentucky. Prospective Offerors are urged to attend. In no event shall failure to participate in the pre-proposal conference and/or the site tour constitute grounds

for a claim against the Government.

Detailed registration information for the pre-proposal conference and site tour are available on the EMCBC procurement website, https://www.emcbc.doe.gov/SEB/PaducahInfrastructure/.

L.13 DOE-L-1012 GUIDANCE FOR PROSPECTIVE OFFERORS - IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS

(a) This procurement has been set aside for small business. In order to ensure that award is made to an eligible small business, prospective Offerors, in consultation with legal counsel, are encouraged to review the Small Business Administration's (SBA's) size eligibility standards found at Title 13 of the Code of Federal Regulations, Section 121 (13 C.F.R. § 121). In particular, Offerors proposing a joint venture, subcontracting, or another form of teaming arrangement should review 13 C.F.R. § 121.103, "How does SBA determine affiliation?" prior to submitting a proposal.

(b) The SBA is the sole authority for making determinations of small business status for small business programs. Such determinations are binding on the Offeror and the Contracting Officer. Accordingly, a finding by the SBA of affiliation between an Offeror and its proposed team member(s) or subcontractor(s) may result in the Offeror being found to be other than a small business and therefore ineligible for contract award.

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(c) Business concerns are considered to be affiliates of each other if either one directly or indirectly controls or has the power to control the other, or if another concern controls both. In determining whether affiliation exists, factors such as common ownership (stock ownership or options, convertible securities and agreements to merge), common management, and contractual relationships are considered. An Offeror will also be found to be affiliated with its subcontractor(s) if the Offeror is unusually reliant upon its subcontractors or if the subcontractor(s) will perform primary and vital requirements of a contract.

(d) The SBA has issued several decisions concerning its evaluation of affiliation of an Offeror and its proposed subcontractor(s). The following examples set forth characteristics that the SBA has reviewed in considering the question of affiliation and may assist prospective Offerors in developing any teaming arrangements and their proposals.

(1) The SBA considers whether proposed subcontracting, partnership, joint venture, or other teaming arrangements contain discrete descriptions of the tasks or work to be performed by each party. The SBA considers whether the Offeror or, if the Offeror is a joint venture or partnership, the joint venture participants or partners, perform the primary or vital portions of the Statement of Work. The SBA considers whether teaming arrangements clearly set forth the relationship between

the parties, as well as the individual roles and responsibilities assigned.

(2) The SBA considers whether there is a clear separation of facilities, employees, and management (decision-making authority) between the Offeror and any entities with which it has teaming arrangements.

(3) The SBA considers the extent to which the Offeror directly employs Key Personnel (Program Manager, Project Manager, etc.).

(4) If the Offeror is an eligible small business prime contractor, the SBA considers whether the majority of the technical expertise resides with the Offeror. If the Offeror is an eligible joint venture the SBA considers whether the majority of the technical expertise resides among the joint venture members.

(5) The SBA considers the Offeror's profit sharing arrangements with its proposed subcontractor or other entities.

(6) In reviewing affiliation between the Offeror and its proposed subcontractors or entities with which the Offeror has a teaming arrangement, SBA considers the previous contractual or business relationships between the Offeror and that entity.

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L.14 DOE-L-1013 ALTERNATE PROPOSALS

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

L.15 DOE-L-1016 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.16 DOE-L-1017 AVAILABILITY OF REFERENCED DOCUMENTS

a) An electronic reading room is available at https://www.emcbc.doe.gov/SEB/PaducahInfrastructure/.

b) Other documents are physically located at the Paducah Environmental Information Center during posted hours. The address and available hours can be found at: http://www.paducaheic.com/.

L.17 INTENTION TO PROPOSE

In order to enable us to anticipate the number of proposals to be evaluated, as an optional courtesy to DOE, Offerors are requested to submit via email a “Notice of Intent to Propose” to paducahinfrastructure@emcbc.doe.gov within 10 days of proposal due date.

The email shall contain known Offeror information such as the name of the Offeror, Company Division and information on all teaming members, and subcontractors, etc.; and appropriate contact information such as address and telephone number of the company. Failure to provide this advance notification does not preclude an Offeror from submitting an offer under this solicitation.

L.18 QUESTIONS CONCERNING THE RFP

Questions concerning this solicitation must be submitted via email to paducahinfrastructure@emcbc.doe.gov. All questions must be submitted not later than 21 calendar days prior to the proposal due date. Questions submitted after that date may not allow the Government sufficient time to respond.

Responses to submitted questions will be posted on the following procurement website:
https://www.emcbc.doe.gov/SEB/PaducahInfrastructure/.

Any information concerning this solicitation will be furnished promptly to all other prospective Offerors, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective Offerors. The identity of the prospective Offerors asking questions will be withheld.

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The Government shall not respond to questions submitted by telephone or in person at any time. Offerors are encouraged to periodically check the acquisition website at https://www.emcbc.doe.gov/SEB/PaducahInfrastructure/ to ascertain the status of any answers to questions, as hard copies will not be distributed.

L.19 AMENDMENT OF THE SOLICITATION

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

L.20 ELECTRONIC MEDIA – RFP AND AMENDMENT(S) DISTRIBUTION

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

The FedConnect electronic medium will constitute the official distribution method for this RFP.

The RFP, related reference documents, any amendments, and questions and answers will also be posted to the procurement website at: https://www.emcbc.doe.gov/SEB/PaducahInfrastructure/.

Offerors and all other interested parties shall maintain continual surveillance of the websites to remain abreast of the latest available information. No other communication, whether oral or in writing, will modify or supersede the terms of the RFP.

L.21 CONTENT OF RESULTING CONTRACT

Any Contract awarded as a result of this solicitation will contain Part I – The Schedule, Part II – Contract Clauses, and Part III, List of Documents, Exhibits and Other Attachments.

L.22 DISPOSITION OF OFFERS AND PROPOSAL INFORMATION

Proposals will not be returned. Proposals not required for official record retention will be destroyed. Drawings, specifications, and other documents supplied with the solicitation may be retained by the Offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

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L.23 EXCEPTIONS OR DEVIATIONS

The Offeror's exceptions to and deviations from the solicitation's terms and conditions, including but not limited to Federal Acquisition Regulation (FAR), Department of Energy Acquisition Regulation (DEAR), and DOE clauses are not sought and the Government is under no obligation to enter into discussions. Any exceptions, deviations, or conditional assumption to the terms of the solicitation may make an offer ineligible for award.

L.24 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION

This acquisition is set-aside for small business. The North American Industry Classification System (NAICS) Code is 561210, Facilities Support Services. The size standard for NAICS Code 561210 is $38.5M.

L.25 RESPONSIBLE PROSPECTIVE OFFEROR

(a) The general and additional minimum standards for responsible prospective Offeror set forth at 48 CFR 9.1 and 48 CFR 909.1 apply.

(b) DOE may conduct pre-award surveys in accordance with 48 CFR 9.106 and may solicit from available sources, relevant information concerning the Offeror's record of

past performance, and use such information in making determinations of an Offeror's responsibility.

L.26 ELECTRONIC SUBMISSION

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

L.27 COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement. Any other commitment, either explicit or implied, is invalid.

L.28 NOTICE OF LABOR PROVISIONS

The Offeror should note that this solicitation includes, in the proposed contract, clauses requiring the listing of employment openings with the local office of the Federal-State employment service system where a contract award is for $10,000 or more. (See clauses "Affirmative Action for Special Disabled and Vietnam Era Veterans" and "Affirmative Action for Handicapped Workers.")

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General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-333), and the Service Contract Act of 1965 (41 U.S.C. 351-358) may be obtained from the Department of Labor, Washington, D.C., 20310, or from any regional office of that agency. Requests for information should include the RFP number, the name and address of the issuing agency, and a description of the supplies or services.

L.29 TIME, DATE, AND PLACE OFFERS AND PROPOSAL INFORMATION ARE DUE

(a) All Offers and Proposal Information, regardless of method of delivery, must be received on or before TBD, by 4:00 p.m. Eastern Time.

(b) Written proposals delivered via standard, next day, or express mail, shall be marked as follows:

FROM: Offeror's Name

MAIL TO:

U.S. Department of Energy
Environmental Management Consolidated Business Center (EMCBC)

Attention: Aaron Deckard, Contracting Officer
110 Boggs Lane, Suite 450
Springdale, OH 45246

Request for Proposal (RFP) No. DE-SOL-0006383
Due Date: TBD, by 4:00 p.m. Eastern Time.

***NOTICE TO DOE MAIL ROOM: DO NOT OPEN. THIS IS A PROPOSAL UNDER THE ABOVE-IDENTIFIED SOLICITATION.**

(c) Offers may be hand delivered to the above address, but the Offeror must phone the Contracting Officer one business day in advance to arrange delivery:

Hand carried package(s) may only be delivered during the hours 8:00 a.m. to 4:00 p.m. Eastern Time on Federal workdays. Delivery to any other location than that specified herein is unacceptable.

(d) Notwithstanding which method of delivery the Offeror chooses to use, the **Offeror** assumes full responsibility for ensuring that the proposal is received at the place and by the date and time specified in the RFP. Such proposals must be closed and sealed as if mailing. Any offers received at the Government office designated in this provision after the exact time specified for receipt of offers is "late" and will **NOT** be considered.

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L.30 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL

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

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

(b) Reference Material: DOE has established a website that contains various reference documents and relatable organizational web links for the Offeror to utilize in preparing their offer. Such documents/information can be accessed at:

https://www.emcbc.doe.gov/SEB/PaducahInfrastructure/.

Offerors are cautioned that the reference documents and organizational web links contained in the above URL address are not, nor was it intended to be, all inclusive.

Offerors are strongly urged to perform additional research using other available sources.

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

The term “major subcontractor” as used in this Section L is defined as any proposed subcontractor that is anticipated to perform work with an estimated value of $10 million or more over the contract period (including option years) under the Firm-Fixed-Price, Labor Hour, and Cost Reimbursement contract line items.

The terms “size, scope, and complexity” as used in this Section L are defined as follows: Size is defined as dollar value and duration. Scope is defined as the type of work (e.g., Grounds Maintenance, Training, Computing and Telecommunications, Safeguards and Security, Cyber Security, and Radiological Site Services). Complexity is defined as performance challenges (e.g. performing under a firm-fixed-price environment, types of road repairs, types of facilities, industrial hazards and interfaces with DOE and other government contractors).

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(d) Electronic Submission: This solicitation requires the Offeror to submit the proposal electronically through www.fedconnect.net to DOE’s STRIPES Contract system. The electronic proposal, submitted through FedConnect to STRIPES, constitutes the official offer. In addition, the Offeror is to submit written proposals in three separate volumes. Written proposals shall be delivered by hand or mailed to the Contracting Officer. No proposal received through facsimile or telephone will be accepted.

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

Volume I, The Offer – 1 Original, 5 copies, and 5 CD-ROMs
Volume II, Technical Proposal – 1 Original, 10 copies, and 5 CD-ROMs
Volume III, Price Proposal – 1 Original, 10 copies, and 5 CD-ROMs

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

Note: In the event of a discrepancy between the electronic submission and the provided hard copies, the electronic submission shall take precedence.

(f) Page Limitation: Page limitations apply to the Offeror's Volume II technical proposal. Volume II page limitations are provided below. The Table of Contents, Title Pages, Glossary, Dividers/Tabs, Blank Pages, Cross Reference Matrix, Key Personnel Resumes, Letters of Commitment, and Past Performance and Relevant Experience Reference Information Forms do not count towards the Volume II page limitations. Pages exceeding the page count limit will not be read or evaluated and will be removed. No material may be incorporated by reference as a means to circumvent the page limitation. No page limitations apply to Volume I and Volume III.

(g) Binding and Labeling: Each volume shall be separately bound in three-ringed loose-leaf binders. Staples shall not be used. The outside front cover of each binder shall indicate the Offeror's name, the solicitation number, the title of the solicitation, and the copy number (i.e., sequentially number the required copies with the original being labeled "Original").

(h) CD-ROMS: The cover and outside of each CD-ROM must clearly identify the volume to which it relates. Electronic media versions of the proposal files are to be formatted in Adobe Acrobat 7.0 (PDF) or higher. The electronic media versions provided shall be searchable. The CD-ROMs are provided for evaluation convenience only. In the event of a conflict, the written material takes precedence over the CD-ROM text. The Offeror shall submit any supporting spreadsheets or mathematical computation using Microsoft Excel 2007 or 2010. The Offeror's Excel files shall be working versions including formulas and computations. A second electronic file shall be provided in Adobe Acrobat 7.0 (PDF) or higher. The electronic media versions provided shall be searchable.

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(i) Page Description: All pages of each volume shall be appropriately numbered, identify the name of the Offeror, the date of proposal submission, and the solicitation number. This identifying data may be included in a header or footer within the 1-inch margins. The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Any time a page limitation is specified, a page is defined as a single side. All pages of the proposal shall be submitted on 8 1/2" x 11" sheets. Printing is to be double-sided. Print type used in the text portions of the proposal shall be no smaller than size 12 and font type shall be Arial or Times New Roman. Page margins (distance between the edge of the page and the body of the proposal) shall be 1-inch on the top, bottom, left and right sides of the page. Those pages that exceed the limits set forth in this solicitation will not be considered in the evaluation.

Graphs, tables and spreadsheets where necessary must be 10 point or larger Arial or Times New Roman font type. Foldouts of charts, tables, diagrams or design drawings shall not exceed 11 x 17 inches and will be considered as one page. Foldout pages shall fold entirely within the volume. Page margins for the foldouts shall be a

minimum of one inch at the top, bottom and each side.

(j) Cover Letter: A cover letter shall be provided with each proposal volume as the first page. The cover letter does not count towards any page limitation and shall include the following:

1. The solicitation number;

2. The name, address, telephone numbers, facsimile numbers, and electronic addresses of the Offeror;

3. Names, titles, telephone numbers, facsimile numbers, and electronic addresses of persons authorized to negotiate (if required) and sign the proposal in connection with this solicitation;

4. The name, address, telephone number, facsimile number, and electronic address of the individual in the Offeror's organization to be contacted, if necessary, during evaluation of the proposal;

5. Dun and Bradstreet LTD DUNS number for the Offeror and each team member, if applicable.

6. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items requested in the solicitation.

7. A statement that the Offeror grants to the Evaluation Team or its authorized representatives, the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation; and this right may be exercised in connection with any such reviews deemed necessary by the Government.

8. A statement to the effect that the proposal is firm for a period of not less than 360 days.

9. Offeror's that include in their proposal data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes shall mark the cover letter with the following legend:

   "This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in connection with—the submission of this data, the

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Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets ***[insert numbers or identify all]***;"

(k) Restriction of Data: Mark each sheet of data that is to be restricted with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal." This legend may be included in a header or footer within the 1-inch margins.

(l) Table of Contents: The Offeror shall incorporate a table of contents into each proposal volume, which identifies the section, sub-section, paragraph titles (if applicable), and page numbers. Also include a list of all tables and figures.

(m) Glossary: The Offeror shall incorporate a glossary of all abbreviations and acronyms used for each volume.

(n) Cross Reference Matrix: The Offeror shall provide a completed Cross Reference Matrix which correlates the proposal by page and section or sub-section number to the Performance Work Statement (PWS), Section L, and Section M. This cross reference matrix shall be placed in Volume II immediately after the glossary section.

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(o) Classified Information: The Offeror shall not provide classified information in response to this solicitation.

(p) Point of Contact: The CO is the sole point of contact during the conduct of this procurement.

(q) Errors or Omissions: The RFP is considered complete and accurate in every detail and adequately describes the Government's requirements. If the Offeror feels any part of the RFP contains an error or omission, contact the CO to obtain clarification. To preclude unnecessary work and to assure submittal of a complete proposal, the Offeror is cautioned to resolve all questionable areas with the CO.

(r) Changes to the RFP: No changes to this RFP will be effective unless they are incorporated into the solicitation by a written and signed amendment.

(s) Information Provided: The Government will evaluate on the basis of information provided in the proposal and in accordance with the evaluation criteria specified in Section M. The Government will not assume that an Offeror possesses any capability unless such a capability is established in the quotation.

(t) Disposition of Proposals: Proposals will not be returned.

L.31 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I: OFFER AND OTHER DOCUMENTS

Volume I, Offer and Other Documents, consists of the items identified in the following paragraphs in the order listed. No price/cost information shall be included in the Volume I.

(a) Standard Form (SF) 33: The Standard Form 33 shall be fully executed by an authorized representative of the Offeror. The person signing the Proposal Form must have the authority to commit the Offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects. The acceptance period entered on the Proposal Form by the Offeror must not be less than that prescribed in the solicitation provision entitled "Offer Acceptance Period", which must apply if no other period is offered. This execution shall include acknowledgement of all amendments. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents. By signing and submitting the SF 33, the Offeror commits to accepting the resulting Contract (See provision entitled "Content of Resulting Contract") as written and to comply with the other provisions of the solicitation. Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation for inclusion in the resulting Contract may make the offer unacceptable for award.

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(b) Representations, Certifications, and Other Statements of Offerors: The Offeror, including any entity comprising the contractor team arrangement thereof, shall submit a fully completed and signed Section K, Representations, Certifications, and Other Statements of Offerors, as a part of Volume I of the proposal signed by an authorized representative of the Offeror.

(c) Foreign Ownership Control, or Influence (FOCI): As a part of completing Section K, the Offeror shall provide in Volume I, the original signed and completed FOCI packet, containing the original SF-328 "Use of Certificate Pertaining to Foreign Interests," "Summary of FOCI Data Sheet," and if applicable, "Representative of Foreign Interest Statement."

(d) Organizational Conflicts of Interest Disclosure: The Offeror, including any entity comprising the contractor team arrangement thereof as defined by FAR 9.601 as well as any major subcontractor(s), shall identify in a statement any existing or potential OCI as defined in FAR Part 9.5 "Organizational and Consultant Conflicts of Interest." If the Offeror believes there is an existing or potential OCI, the Offeror shall submit an appropriate mitigation plan. If the Department identifies an existing or potential OCI, the Offeror shall submit any information requested by the Department, including a mitigation plan.

(e) Joint Ventures and/or LLCs and/or Any Other Teaming Arrangements: Offerors who submit a proposal as one of the above shall provide full and complete information on

each of the participating members/companies, as well as the proposed organization itself. The Offeror shall provide copies or drafts of the applicable joint venture and/or LLC agreements, any applicable mentor/protégé agreements or arrangements, and any agreements and/or arrangements with major subcontractors regarding the nature and extent of the work to be performed under this solicitation. DOE reserves the right to require consent to subcontract or each of the proposed major subcontractors or participating members/companies in accordance with FAR 52.244-2, Subcontracts (Section I).

(f) Contractor Compliance with Limitations on Subcontracting: In order to determine the Offeror's compliance with the Limitations on Subcontracting (FAR 52.219-14), the Offeror shall provide a chart breaking out the work areas, labor categories, and any associated labor hours to be performed by each entity (prime and each subcontractor).

(g) Amendments to the RFP: Offeror shall provide a statement acknowledging receipt of all amendments to the solicitation.

(h) Rights to Proposal Data: A listing of proprietary data, if any, in the Offeror's proposal where FAR 52.227-23, Rights to Proposal Data (Technical), shall apply.

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(i) Performance Guarantee: If the Offeror is a joint venture, Limited Liability Company, other similar entity, or a newly formed entity, the Offeror shall submit a fully completed and executed Performance Guarantee Agreement provided in Section L, Attachment L-5 in accordance with the Section H clause entitled, *Performance Guarantee Agreement*.

(j) Recognition of Performing Entity: Offerors shall designate all entities that are proposed to perform work under the Contract that are a part of the proposal upon which any contract award would be based. This includes major subcontractors, joint venture members, parent(s), LLC members, etc.

(k) Corporate Governance: The Offeror shall identify by name the Responsible Corporate Official who has sole corporate (parent company(s)) authority and accountability for Contractor performance. The Offeror shall also name and provide affiliation of each member of the Corporate Board of Directors (or functionally equivalent entity) who will have corporate oversight of the management operations of the proposed Contractor organization and key personnel. If the Offeror's proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or similar entity where more than one company is involved in a business relationship created for the purpose of performing under the resultant contract, the Offeror shall provide the information required by this provision for that formal organizational element established to act in a manner that is functionally equivalent to a Corporate Board of Directors.

The Offeror shall describe the role of the Board of Directors (or functionally equivalent entity) in providing corporate oversight, assurances, and resource commitments to ensure that the proposed organizational structure and key personnel effectively manage and accomplish the work contemplated under the contract.

(l) Equal Employment Opportunity: 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, but not be limited to, the company name, address, phone number and the point of contact for equal employment opportunity matters. This information shall be provided for the Offeror, as well as, each joint venture member. Additionally, each major subcontractor with a subcontract of $10 million or more is required to provide the information described above.

(m) Additional Information: If the address shown on the SF 33 is different from the remittance address, it shall be provided along with any other information the Offeror needs to bring to the attention of the Government.

L.32 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II: TECHNICAL PROPOSAL

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The Technical Proposal consists of written information intended to present the Offeror's understanding, capabilities, and approach to satisfy the requirements of the PWS. The Technical Proposal shall not exceed 75 pages, excluding the items listed in L.30(f). The Offerors shall address each section of the PWS. No price/cost information shall be included in Volume II.

The format and content of Volume II, Technical Proposal, shall consist of the following three criteria:

Criterion 1 – Past Performance

The Offeror, including any entity comprising the contractor team arrangement thereof, as defined by FAR 9.601, and major subcontractor(s) shall submit past performance information for contracts or projects currently ongoing or completed within the last five (5) years that encompass work similar to the size, scope, and complexity [as defined in Section L.30(c)] to the functions of the PWS the entity is proposed to perform. Except in unusual circumstances, work performed for DOE's Office of Environmental Management will be considered to be at least Somewhat Relevant.

Provided past performance information shall be submitted as described below:

- The Offeror, including each entity comprising the contractor team arrangement, shall submit an Attachment L-3, Past Performance and Relevant Experience Reference

Information Form for three (3) contracts or projects.

- Each of the Offeror's major subcontractor(s) shall submit an Attachment L-3, Past Performance and Relevant Experience Reference Information Form for three (3) contracts or projects.

- The Offeror's non-major subcontractors that are not listed in a contractor team arrangement are not required to submit past performance information and any submitted information will not be evaluated.

On Attachment L-3 under item 14, the Offeror, each entity comprising the contractor team arrangement, and major subcontractors shall provide the past performance information for each referenced contract regarding any problems they encountered and the corrective actions that they took to resolve those problems. Instructions for each block are included on the second page of the form. The Attachment L-3, Past Performance and Relevant Experience Reference Information Form, shall be limited to a total of 5 pages per contract or project.

The Offeror, each entity comprising the contractor team arrangement, and major subcontractors shall forward the Attachment L-4, Past Performance Letter and Questionnaire, to the appropriate point of contact for each contract or project cited on an Attachment L-3 not performed as a prime contractor for the DOE Office of Environmental Management (EM) and for which no contractor performance data is available in the Past Performance Information Retrieval System (PPIRS) system. The point of contact for each contract or project shall complete and forward the questionnaire directly to the Contracting Officer, identified in the Sample Past Performance Letter [Attachment L-4 (Part - A)] prior to the closing date of the RFP. The information provided by the point of contact must be sufficient to enable cross-referencing of the questionnaire to the corresponding Attachment L-3, Past Performance and Relevant Experience Reference Information Form, for the contract or project. The Offeror shall be responsible for following up with the point of contact to ensure that the questionnaire has been completed and returned to the DOE Contracting Officer prior to the closing date of the RFP. The Offeror may contact the Contracting Officer at the e-mail provided in this solicitation to confirm the receipt of any questionnaires.

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The Offeror, each entity comprising the contractor team arrangement, and major subcontractors shall provide Attachment L-7, List of Contracts Terminated for Convenience or Default (partially or completely) within the last five (5) years, with an explanation for the termination provided for the Offeror or other teaming participant for which Attachment L-3, Past Performance and Relevant Experience Reference Information Forms are being provided. If the Offeror does not have any contracts/projects to report, a blank form shall be submitted stating such.

DOE may obtain Past Performance information through all available sources, including Federal Government electronic databases (e.g. PPIRS), readily available Government

records (including pertinent prime contracts), and sources other than those identified by the Offeror.

Criterion 2 – Technical and Management Approach

The Offeror shall describe it's approach to transition activities, including the process and planned activities for conducting a safe, orderly transition; minimizing impacts on continuity of operations; identifying key issues that may arise during transition and resolutions; and planned interactions with DOE, the incumbent Contractor, incumbent employees, and other site contractors.

The Offeror shall describe its proposed technical approach to performing the technical requirements of the firm-fixed-price elements of the PWS, to include management and administration functions, in a fixed price environment. Sufficient detail shall be provided to convey the Offeror's understanding of and approach to performing the firm-fixed-price elements of the PWS. The technical approach shall specifically describe in more detail the Offeror's proposed approach to provide services for safeguards and security; operations and maintenance of assets; computing, telecommunication, and cyber security; and environment, safety, health, and quality (to include quality assurance).

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

The Offeror shall describe its proposed management approach, including an organizational breakdown structure to accomplish the PWS and the benefits of its use of subcontracting or teaming arrangements (if any). The Offeror shall also describe its management approach to the variability in workload and work surges; and describe their understanding of and approach to interfacing with other site contractors, service providers, and site-wide programs providing integrated safety management and an effective safety culture.

The Offeror shall provide a detailed staffing plan that addresses the ability to obtain, retain, and maintain the breadth and depth of qualified staff to safely and effectively perform all elements of the PWS. The Offeror shall provide a completed summary Attachment L-6, Labor Categories and Full-Time Equivalents, for the total effort to include the prime Contractor and all subcontractors for the Base and Option Period. Detailed estimate worksheets are not required, but a narrative Basis of Estimate (BOE) shall be provided.

The Offeror shall describe its approach to providing and maintaining its proposed pension and welfare (including PRB and severance) benefit plans, as defined in ERISA, see Clause H.6, for which DOE reimburses costs, see Section C.4.1. The Offeror shall demonstrate that it has or how it will obtain the expertise to manage and administer

complicated benefit plans. The Offeror shall in particular demonstrate how it has or how it will obtain expertise regarding compliance with IRS qualification requirements for multi-employer defined benefit pension plans (such as the ETTP MEPP) and any other plans being proposed by the Offeror for which DOE reimburses costs.

The Offeror shall propose Key Personnel positions that it considers essential to the successful accomplishment of the work. The Key Personnel positions shall include at a minimum the Project Manager and the Security Manager. In addition, the Offeror may propose up to two additional Key Personnel that are critical to the overall performance of the Contract. The Offeror shall provide its rationale for the designation of the Key Personnel positions relative to the approach to the management and execution of the work proposed. Failure to propose, at a minimum, a Project Manager and a Security Manager will result in the Offeror's proposal being excluded from further consideration.

The Offeror shall submit written resumes for each proposed Key Personnel which describe the individual's suitability for the proposed position(s) based on leadership; demonstrated experience in performing work similar to that described in the PWS; and qualifications (e.g. education, certifications, licenses). The resumes shall describe the number of years of progressively responsible experience in a position, the number of people and size of programs managed, and capability to function effectively in his/her proposed position.

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The resumes shall be provided in the format shown in Attachment L-1. Letters of Commitment shall be provided in the format shown in Attachment L-2. Each resume shall not exceed four (4) pages. DOE will not evaluate any pages exceeding these page limitations. Offerors are advised that the Government may contact any or all references provided by the Offeror. The Offeror shall submit a signed letter of commitment from the proposed key personnel. Failure to submit Letters of Commitment from Key Personnel and to provide resumes in the specified format may result in a lower evaluation rating for this criterion or the Offeror's proposal being eliminated from further consideration for award.

Criterion 3 – Relevant Experience

The Offeror, including any entity comprising the contractor team arrangement thereof as defined by FAR 9.601 and the Offeror's major subcontractor(s), shall provide relevant experience information for the same contracts or projects referenced for past performance information. Relevant experience information shall be provided on Attachment L-3, Past Performance and Relevant Experience Reference Information Form under item 13 (instructions are included on the second page of the form) and shall describe the entity's relevant experience on that contract or project performing work similar in size, scope, and complexity [as defined in L.30(c)] to the functions of the PWS that the entity is being proposed to perform as identified in item 12 of the Attachment L-3. The Past Performance and Relevant Experience Information Form shall be limited to a total of 5 pages per contract or project. The nature and scope of the work performed and any

factors demonstrating relevancy to successfully completing the requirements of the PWS including any improvements implemented in the performance of the work shall be described. All information provided shall describe, in sufficient detail, the portion of the PWS that will be performed by the Offeror, or entity comprising the contractor team arrangement (item 12), and what portion of work the Offeror or entity performed on the referenced contract or project provided for relevant experience (item 13). Except in unusual circumstances, work performed for DOE's Office of Environmental Management will be considered to be at least Somewhat Relevant.

L.33 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III: PRICE PROPOSAL

The Offeror shall submit a completed Section B.3 and Section J, Attachment J-10; and provide supporting detail under this Volume III, Price Proposal, in accordance with the instructions in this section.

(a) All price information shall be included in Volume III of the proposal. None of the pricing information contained in Volume III should be included in any other proposal volumes unless specifically requested in the RFP.

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

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(c) The Offeror's proposal shall include a price for each Section B Contract Line Item Number (CLIN) and Section J Exhibit Line Item Number (ELIN) for performing the PWS. Section B.3 CLINs are supported by Section J ELINs (Attachment J-10). Before pricing Section B.3, the Offeror shall complete the Section J ELINs, Attachment J-10 Excel spreadsheet. The spreadsheet includes multiple worksheets, which must be completed. The completed spreadsheet shall be submitted as part of Volume III in hard copy and electronic format. The spreadsheet contains ELINs, each corresponding to a Section B.3 CLIN. ELINs with prefix "A" support the Base Period and ELINs with prefix "B" support the Option Period. The corresponding ELINs for each CLIN are identified in Section B.3.

Costs associated with the requirements under Section C.2.0, Management and Administration, shall be included in the proposed pricing for the Firm-Fixed-Price and Labor Hour CLINs and ELINs as applicable.

The total price of the Section J ELINs shall equal the Section B.3 CLIN prices for the Firm-Fixed-Price, Labor Hour, and Cost Reimbursement CLINs.

The total price of the Section J ELINs for the IDIQ CLINs shall not be entered into Section B.3, but will be included as component of the total evaluated price per

Section M. Additionally, Section J ELIN unit pricing for the IDIQ CLINs will be utilized for the pricing of IDIQ task orders.

(d) In the event there is a pricing discrepancy between the Section J ELIN pricing and the Section B.3 CLIN price, the Section B.3 CLIN will be held to be the intended price. If the Offeror provides a total amount for a CLIN or ELIN, but fails to enter the unit price, the total amount divided by the CLIN or ELIN quantity will be held to be the intended unit price.

(e) The estimated costs for the cost reimbursement Section B.3 CLINs are provided by DOE with the solicitation.

(f) The contract issued as a result of this solicitation will replace cost-plus-award-fee contract DE-AC30-10CC40021, which is due to expire on March 15, 2015. The following information applies to that contract. No assurances are made that future costs will replicate past experience. Overall workload and volume of future effort are anticipated to be greater than under contract DE-AC30-10CC40021. This information is provided merely for informational purposes.

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Period	Total Amount Paid (Approximate)
Year One	$13.9 M
Year Two	12.9 M
Year Three	13.0 M
Year Four	14.1 M
Year Five*	7.2 M

*Through June 2014

(g) For proposal preparation purposes, Offerors shall assume a funding profile as follows per Contract year for the Firm-Fixed-Price, Labor Hour, and Cost Reimbursement CLINs for the base and option period. Work associated with the IDIQ CLINs is not part of this estimated funding profile.

Period	Estimated Funding
Year One (Base Period)	$22M to $28M
Year Two (Base Period)	$22M to $28M
Year Three (Base Period)	$22M to $28M
Year Four (Option Period)	$22M to $28M
Year Five (Option Period)	$22M to $28M

The funding profile represents the Government's estimate as of the date of the RFP of future available funding. This funding is not a guarantee of available funds. Actual funding may be greater or less than these estimates. Therefore, the Contractor may

propose to perform the PWS activities at a price greater or less than the Government's anticipated funding profile. The provided funding profile is not DOE's independent government cost estimate of the work to be performed.

(h) For proposal preparation purposes, Offerors shall assume (1) a Contract transition period not to exceed 60 days; and (2) assumption of full responsibility for performance of the Contract requirements on March 16, 2015.

(i) For informational purposes, historical direct labor rates for non-union employees and the existing Collective Bargaining Agreement between the incumbent Contractor and the USW are available to interested Offerors upon request. This information applies to Contract DE-AC30-10CC40021, and this information is provided merely for information purposes.

(j) For proposal preparation purposes, nine (9) Grandfathered Employees, as defined in Section H.4, Definitions, are employed under the current contract (DE-AC30-10CC40021).

(k) Limitations on Subcontracting (FAR 52.219-14). In order to determine the Offeror's compliance with the Limitations on Subcontracting clause (FAR 52.219-14), the Offeror shall provide a chart breaking out the work areas, labor categories, and any associated full-time equivalent to be performed by each entity (prime and each subcontractor). As part of the price proposal, the Offeror shall also provide a written certification that it will comply with FAR 52.219-14 during the course of Contract performance.

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(l) The Offeror, and any proposed major subcontractor, shall provide documentation to demonstrate adequate financial capability to complete this Contract. 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. Information provided by the Offeror shall include, but not be limited to, the Offeror's financial statements (audited, if available) and notes to the financial statements for the last three fiscal years, as well as any available lines of credit. This information should be provided for all participants if the Offeror is a joint venture or other contractor team arrangement. Using the above information and other information, the Government will make a FAR Part 9 responsibility determination of the prospective awardee.

(m) The Offeror shall provide the following information related to its prospective accounting system:

(1) If applicable, the Offeror shall provide a copy of the government approval/determination that its proposed accounting system is adequate for the identification and recording of cost under government reimbursable type contracts if the approval/determination was issued within the last three years. 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.

(2) If applicable, the Offeror shall provide a copy of the most recent accounting system audit report on its proposed accounting system if the audit was performed within the past five years.

(3) If applicable, the Offeror shall fully describe and explain any material changes made to the proposed accounting system since it was approved and/or audited.

(4) 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 following items:

(i) Is the proposed accounting system in accordance with generally accepted accounting principles?

(ii) Does the accounting system include a timekeeping system that ensure proper accounting for and classification of employee labor by project/task?

(iii) Does the accounting system provide for identification and accumulation of material costs by project/task and by contract?

(iv) Does the accounting system provide for exclusion of costs charged to government contracts that are not allowable in terms of FAR 31 or other contract provisions?

(v) Does the accounting system provide for segregation of direct costs from indirect costs?

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L.34 EXCLUDED OFFERORS

Proposals received from an Offeror who is currently listed on the excluded Government debarred, suspended, and proposed debarment list (www.sam.gov) will not be accepted or evaluated.

L.35 LIST OF ATTACHMENTS

ATTACHMENT	TITLE
L-1	RESUME FORMAT
L-2	LETTER OF COMMITMENT
L-3	PAST PERFORMANCE & RELEVANT EXPERIENCE REFERENCE INFORMATION FORM
L-4	PAST PERFORMANCE LETTER AND QUESTIONNAIRE
L-5	PERFORMANCE GUARANTEE AGREEMENT
L-6	LABOR CATEGORIES AND FULL-TIME EQUIVALENTS
L-7	LIST OF CONTRACTS TERMINATED FOR CONVENIENCE OR DEFAULT

ATTACHMENT L-1 – RESUME FORMAT

- Name:
- Country of Citizenship:
- Proposed Title/Assignment on Contract:
- Availability Date and Period of Commitment:
- Experience Summary (a succinct summary of overall experience and capabilities including duration of performance and dollar level of projects):
- Current Assignment (include from/to dates):
- Current Client/Customer (include current address and telephone number):
- Description of Current Assignment:
- Description(s) of Experience Relevant to Proposed Contract Assignment:
- Technical Qualifications (include special skills, security clearance level, and relevant technical training):
- Education above High School (includes degree(s) earned and discipline(s), year degree attained and name of institution, also include from/to dates and current address and telephone number):
- Three Knowledgeable Client/Customer Business References (include from/to dates and current address, telephone number, and e-mail address):

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Note: The resume shall not exceed four (4) pages.

ATTACHMENT L-2 –
LETTER OF COMMITMENT

The Offeror shall submit a signed Letter of Commitment from each proposed Key Personnel, which states that the information contained in the resume submitted as part of the proposal is true and correct, and that the individual will accept the proposed position. Letters of Commitment shall also include a statement that the Key Personnel will work in the proposed position for a period of not less than two years**.** The Letter of Commitment shall state:

"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) if _____ (insert name of Contractor) receives the award and will perform in the proposed position for a period of not less than two years from the notice to proceed."

Name (Print): _____

Signature: _____ Date: _____"

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

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

1.	Name of Contractor Submitting Proposal:	
2.	Name of Reference Contact Client (e.g. Government Agency or Prime Contractor):	
3.	Name of Entity Reference Contract/Project Was Awarded To and Entity's Contractual Role (e.g. prime, subcontractor, etc.):	
4.	Reference Contract/Project Client Point of Contact:	Name: Title: Telephone: E-mail Address: Mailing Address: Reference Contract/Project Number:
5.	Reference Contract/Project Period of Performance:	
6.	Reference Contract/Project Start Date:	
7.	Reference Contract/Project Completion/Termination Date:	
8.	Reference Contract Type of Contract/Project:	
9.	Reference Contract/Project Total Value:	
10.	Reference Contract/Project Value Performed To Date:	
11.	Dollar Amount and duration of work entity performed on reference contract/project:	
12.	Scope entity is proposed to perform on this solicitation (DE-SOL-0006383): List the applicable PWS elements.	

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13.	Scope entity performed on reference contract/project:	
14.	Provide information on problems encountered on the contract/projects identified above and corrective actions taken to resolve those problems.	
15.	Safety statistics: Provide Days Away/Reduced Time (DART) and Total Recordable Case (TRC) rates and hours worked for the entity on the referenced contract.	

Instructions for Completing Attachment L-3, Past Performance and Relevant Experience Reference Information Form

Item 1. Insert the complete name of the Contractor who is submitting the proposal for this solicitation.
Item 2. Insert the complete name and address of the client/customer, including parent organization, if any. Do not use acronyms.
Item 3. Insert name of entity reference contract/task order/project used by the customer. Identify the entity's contractual role (e.g. prime, subcontractor, etc.)
Item 4. Insert the customer's complete name, title, telephone number, e-mail address, mailing address, and reference contract/task order number.
Item 5. Insert the period of performance of the contract or task order (including options).
Item 6. Insert the date on which you started to perform the work.
Item 7. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.
Item 8. Insert the contract type including fee (e.g., FP, CPFF, CPAF, etc.)
Item 9. Insert contract value (separately listing fee if cost-type).
Item 10. 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.
Item 11. If different than Item 5 and Item 10, insert sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.
Item 12. Describe the scope entity will be performing on this solicitation: list the applicable PWS elements (including part(s) if not a whole PWS element).
Item 13. **Relevant Experience**: Describe the size, scope, and complexity of the work the entity performed: clearly identify the part(s) the entity performed of the referenced contract above. Describe factors that demonstrate relevancy to successfully completing the requirements of the PWS the entity is proposed to perform including any improvements implemented in the performance of the work.
Item 14. **Past Performance:** Describe problems encountered on the contract/projects identified above and corrective actions taken to resolve those problems. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance.
Item 15. **Safety Statistics:** Provide DART and TRC rates and hours worked for the entity on the referenced contract for each calendar year over the last five years.

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ATTACHMENT L-4 –
PAST PERFORMANCE LETTER AND QUESTIONNAIRE

Sample Letter (Part – A)
Past Performance Letter

Date _____

Dear: _____

We are currently responding to the Department of Energy (DOE) Request for Proposal No. DE-SOL-0006383 for Paducah infrastructure services and 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 by the due date for receipt of proposals: TBD

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

Email Address: paducahinfrastructure@emcbc.doe.gov

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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
Attn: Aaron Deckard, Contracting Officer
110 Boggs Lane, Suite 450
Springdale, OH 45246

If mailing, please mark the envelope as follows:
"PROCUREMENT SENSITIVE SOURCE SELECTION INFORMATION - SEE FAR 3.104" "TO BE OPENED ONLY BY THE ADDRESSEE"

Respondents are strongly encouraged to provide an explanatory narrative under Additional Comments in the attached form. If more space is needed, please attach additional pages.

Past Performance Sample Letter and Questionnaire **Questionnaire Form (Part – B)** **Past Performance Information Questionnaire for**: [Insert Name of Offeror]
A. Respondent: Please fill in the following table:
1. Complete Name and Title of Responder :
2. Company or Agency Name, Address, Telephone Number, Facsimile Number (w/Area Code), and E-mail Address:
3. Contract Name or Title, Contract Number and Type of Contract 4. Signature

B. RATING SCALE AND DEFINITIONS:

Rating	Definition	Note
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed 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 Government. 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 some contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed 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 Government. There should have been no significant problems identified.
Satisfactory	Performance meets, but does not exceed, all contractual	To justify a satisfactory rating, there should have been only

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	requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which corrective actions taken by the contractor were satisfactory.	minor problems the contractor recovered from without impact to the contract. There should have been NO significant problems identified.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify Marginal performance, identify a significant event that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, to environmental deficiency report or letter).
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. This 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 report, or letters) and by describing the inability of the Contractor to implement effective corrective actions.

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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:

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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 available personnel and other 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:

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ATTACHMENT L-5 – PERFORMANCE GUARANTEE AGREEMENT

*****ONLY TO BE COMPLETED IF OFFEROR IS A JOINT VENTURE, LIMITED LIABILITY COMPANY, OTHER SIMILAR ENTITY OR A NEWLY FORMED ENTITY**

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract _____for the provision of infrastructure services at the Paducah Site (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 other 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 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 thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

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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 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 assure 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.

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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, by-laws, 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

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ATTACHMENT L-6 – LABOR CATEGORIES AND FULL-TIME EQUIVALENTS

This Attachment is provided separately.

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ATTACHMENT L-7 – LIST OF CONTRACTS TERMINATED FOR CONVENIENCE OR DEFAULT

Client Name	Contract #	Client Point Of Contact (POC)	POC Contact Info (address, phone, e-mail)	Period Of Performance

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