

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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L.1 RESERVED

L.2 DOE-L-2019 SITE VISIT (OCT 2015)

(a) A site visit will be held as indicated below:

TIME: 8:00 AM
DATE: June 29, 2016
PLACE: Savannah River Site

(b) Attendance at the site visit is not mandatory. The Government will not reimburse any offeror for expenses related to attendance of this site visit. Registration information can be found at <https://www.emcbc.doe.gov/SEB/SRSLiquidWaste/>.

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

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

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

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

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

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

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

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

The Government may utilize non-federal 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 to SRSLiquidWaste@emcbc.doe.gov not later than 28 calendar days prior to the proposal due date. If the bid/proposal is to be submitted by a teaming arrangement, the offeror is requested to submit the above information for all members of the proposing team.

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

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

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

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

The following solicitation provisions are incorporated by reference:

FAR/DEAR Reference	Title	Fill-In Information See FAR 52.104(d)
FAR 52.204-7	System for Award Management (Jul 2013)	
FAR 52.204-16	Commercial and Government Entity Code Reporting (Jul 2015)	
FAR 52.215-1	Instructions to Offerors – Competitive Acquisition (Jan 2004)	
FAR 52.215-16	Facilities Capital Cost of Money (Jun 2003)	
FAR 52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort (Oct 2009)	
FAR 52.222-5	Construction Wage Rate Requirements – Secondary Site of the Work (May 2014)	
FAR 52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)	(b) Minority Goal: 27.2%; Female Goal: 6.9% (e) Aiken, Aiken County, South Carolina
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 952.227-84	Notice of Right to Request Patent Waiver (Feb 1998)	
DEAR 952.233-4	Notice of Protest File Availability (Aug 2009)	
DEAR 952.233-5	Agency Protest Review (Sep 1996)	

L.9 OFFER ACCEPTANCE PERIOD

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

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

(a) Definitions.

- (1) Offeror. The term “offeror,” as used in this Section L, refers to the single entity submitting the proposal. The offeror may be a single corporation or a “contractor team arrangement” as defined in FAR 9.601(1), for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. The offeror may be an existing or newly formed business entity. If the offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)
- (2) Critical subcontractor. 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. Any proposed subcontract with an estimated value more than \$250M over the contract period (including option years) is considered to be a critical subcontractor.

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

- (1) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at <https://www.fedconnect.net> and through the Federal Business Opportunities website at www.fbo.gov. These electronic mediums will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties are responsible to maintain continual surveillance of the website to remain abreast of the latest available information (offerors and other interested parties are encouraged to utilize the website’s “Notifications” feature). No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.
- (2) The solicitation, amendments, reference documents, and other communications are also available through the procurement website at <https://www.emcbc.doe.gov/SEB/SRSLiquidWaste/> and a reading room for general documents on DOE programs are available at the following website: <http://researchguides.usca.edu/govdocsusca>. Sensitive information such as Official Use Only (OUO) information will require the offeror to complete and return a Non-Disclosure Agreement as instructed on the procurement website.

A physical reading room is located in the Gregg-Graniteville Library on the University of South Carolina, Aiken Campus, at 471 University Parkway, Aiken, SC 29801. The reading room is open 8:00 am to 5:00 pm, and the phone number is 803-641-3320.

(c) Submission of proposals.

- (1) The offeror must be registered in FedConnect at <https://www.fedconnect.net>. The offeror must also be registered in the System for Award Management (SAM) at <https://www.sam.gov>.
- (2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, Solicitation, Offer and Award, in Section A of this solicitation and other provisions of Section L. It is imperative that the offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded, submitted, and received in their entirety in the FedConnect Responses web portal no later than August 29, 2016 at 1500 Eastern Daylight Time. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its web site. Subcontractor submissions of proprietary information may 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 proposal, the offeror shall submit the required number of paper copies of each proposal volume as indicated below. The content in the paper copy shall be identical to the content of the electronic copies. The paper copies shall be submitted no later than the proposal due date to:

U.S. Department of Energy
Attention: Aaron Deckard, Contracting Officer
Address: 250 E. 5th Street, Suite 500
City/State/Zip: Cincinnati, OH 45202
Shipping materials shall be marked as follows: TO BE OPENED BY
ADDRESSEE ONLY. RFP NO. DE-SOL-0008913
E-mail: aaron.deckard@emcbc.doe.gov
Phone: 513-246-0512

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 5 copies
Volume II – Technical and Management Proposal	1 signed original and 10 copies

Volume III – Cost and Fee Proposal	1 signed original and 10 copies
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(d) Solicitation instructions and proposal information.

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

(e) Proposal volumes and page limitations.

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

(f) Proposal specifications.

- (1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.
- (2) Cross reference matrix. The offeror shall provide a cross reference matrix which correlates the proposal by page and paragraph number to the Performance Work Statement, Section L instructions, and Section M evaluation factors. The cross reference matrix shall be inserted immediately following the table of contents of the corresponding volume of the offeror's proposal.
- (3) Page size. Page size shall be 8½ x 11 inches for text pages, excluding foldouts. When 8½ x 11 inch pages contain text on both front and back, this is considered two pages. 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 Request for Proposal (RFP) as Microsoft® (MS) Word®, Access®, or Excel® documents should not be changed from the styles used in the attachments.
- (5) Page margins. Page margins for text pages and foldouts shall be a minimum of one inch at the top, bottom, and each side. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the offeror; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition. This is the only information that can be displayed within the margins. Two columns of text per page and use of boldface type for paragraph headings are acceptable.
- (6) Page numbering. All pages shall be sequentially numbered by volume.
- (7) File format. Files submitted shall be readable and searchable using Microsoft® (MS) Word®, Excel®, or Adobe portable document format (PDF) (must be in a searchable format, not scanned) except the following specific Volume III files:
 - The proposal schedule shall be submitted as a Primavera P6, "XER" file type.
 - Electronic copies of financial statements and Annual Reports shall be submitted in portable document format (PDF files are required).

- Any proprietary software provided in accordance with this section shall be in the native format.

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

- (8) Binding and Labeling of Hard Copies. Each volume shall be separately bound in three-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 SRSLiquidWaste@emcbc.doe.gov no later than 28 calendar days prior to the proposal due date. If DOE has not acknowledged receipt of submitted questions within three (3) business days, the offeror may contact the Contracting Officer to confirm receipt of questions. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on the procurement website as soon as practicable. DOE will make every effort to have all questions answered at least two weeks before the proposal submission date. The Government will not identify prospective offerors submitting questions. Offerors must check the procurement website periodically to ascertain the status of answers to questions.
- (2) This solicitation is considered complete and adequately describes the Government's requirements. If an offeror believes that there is an error in the solicitation, or an omission, the offeror shall submit a question to SRSLiquidWaste@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 I, ALTERNATE II, ALTERNATE III, ALTERNATE IV, ALTERNATE V, AND ALTERNATE VI (OCT 2015)

- (a) Cover letter. The offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.
- (b) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original of all documents requiring signature by offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the offeror is required to fill-in information in a contract clause, the offeror shall submit only those pages that require input of information or a signature. Those specific areas are:
 - (1) Section B:
 - (i) B.2, CONTRACT COST AND FEE
 - (2) Section H:
 - (i) H.27, DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014)
 - (ii) H.42, DOE-H-2052 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR – ALTERNATE I (OCT 2014)
 - (iii) H.46, DOE-H-2058 DESIGNATION AND CONSENT OF CRITICAL SUBCONTRACTS (OCT 2014) (DEVIATION)
 - (iv) H.56, DOE-H-2070 KEY PERSONNEL – ALTERNATE I (OCT 2014)
 - (3) Section I:
 - (i) FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014)
 - (ii) FAR 52.223-3, Hazardous Material Identification and Material Safety Data (JAN 1997) – Alternate I (JUL 1995)
 - (iii) FAR 52.227-23, Rights to Proposal Data (Technical) (JUN 1987) (DEVIATION)
 - (iv) DEAR 952.227-82, Rights to Proposal Data (APR 1994)

- (c) Standard Form 33, Solicitation, Offer And Award – One 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, at any level, or other entities that will perform any portion of the contract work.
 - (2) If the offeror is a joint venture, limited liability company, limited liability partnership or other similar entity (multi-member, shared ownership) provide –

- (i) Name, address, and DUNS of the parent or member company(ies) of the offeror - joint venture members, limited liability company members, limited liability partnership members, etc.; and
 - (ii) Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after any contract award, that describe the business arrangement between the members, including the identity of the one member/partner who has the majority interest in the offeror.
- (f) Representations and certifications.
 - (1) If the offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any critical subcontractor(s), has completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8, Annual Representations and Certifications and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the offeror shall submit those changes in accordance with FAR 52.204-8. The offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any critical subcontractor(s), shall also complete any additional representations, certifications or other statements required in this solicitation's Section K, Representations, certifications, and other statements of the offeror.
 - (2) If the offeror has not completed the annual representations and certifications electronically via the System for Award Management, the offeror shall complete and provide all of the representations, certifications, and other statements of the offeror as required in this solicitation's Section K.
- (g) Exceptions and deviations.
 - (1) Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. If an offeror takes exception to or deviates from the terms and conditions of the proposed contract (Sections A-J) or other provisions of the solicitation, each exception and deviation shall be specifically identified and fully explained. Any exceptions or deviations must also identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall be repeated in the other volumes to which the deviation or exception applies – Volumes II and III. Only exceptions or deviations specifically identified in this section, if accepted by the government, will take precedence over the terms and conditions of the solicitation.
 - (2) Any exceptions or deviations by the offeror to the terms and conditions stated in the solicitation for the resulting contract may make the offer unacceptable for award without discussions. If an offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award

without discussions to another offeror that did not take exception to the terms and conditions of the contract.

- (h) Facility clearance verification. 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 "Savannah River Site – EMCBC" as the FOCI Office that will review your submission for this solicitation when it is completed. Include the solicitation name and number in the "Reason for Request" field.

- (i) Performance guarantee agreement. The offeror shall provide the Performance Guarantee Agreement in accordance with the clause DOE-H-2016, Performance Guarantee Agreement. See Section J, Attachment J-6, Performance Guarantee Agreement, for form and text of the required Performance Guarantee Agreement.
- (j) Responsible corporate official. The offeror shall provide the name of the responsible corporate official and other information related to the corporate board of directors in accordance with the clause DOE-H-2017, Responsible Corporate Official and Corporate Board of Directors.
- (k) Small business subcontracting plan.
- (1) 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. 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:
- Small businesses: 50%, including the following distinct subsets within the 50% goal:
 - Service-disabled veteran-owned small businesses: 3%
 - HUBZone small businesses: 3%
 - Small disadvantaged businesses: 10%
 - 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 Clause entitled, Subcontracted Work.
- (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), 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.
- (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 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL APPROACH

(The Technical Approach section shall not exceed 100 pages.)

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

- (a) The offeror shall fully describe its technical approach to achieve the PWS objectives and activities (for the full scope of contract performance, including the option period) in the following areas:
 - Contract Transition;
 - Liquid Waste Operations;
 - Liquid Waste Operations Support; and
 - Liquid Waste Program Support.

The offeror shall describe its approach for transitioning the work and workforce from the incumbent contractor, in accordance with the contract requirements contained in C.0.4, Transition. The approach shall address those activities, and associated

schedule, necessary to be performed to maintain continuity of services from the beginning of the transition period through assumption of full responsibility for the work in accordance with the schedule for transition specified in Section F – Deliveries or performance. The offeror shall identify key challenges and issues that have the potential to pose significant risks to the orderly and timely transition of the work and its approach that will be used to eliminate or mitigate those risks.

The offeror's proposal shall describe in detail its technical approach to implement the PWS operational activities (C.1). The technical approach shall include detailed information regarding the approach to liquid waste system operations and optimization, specifically including the following: 1) salt waste batching and processing; 2) sludge batching, canister production, and canister storage; 3) waste removal from tanks; and 4) salt waste disposal.

The offeror's proposal shall describe in detail its technical approach to SWPF integration into the liquid waste system (C.2.2), transition SWPF to the Liquid Waste Contract (C.2.3), and its operation and optimization within the liquid waste system in order to optimize system throughput (C.1.4).

The offeror shall describe its approach to SDU construction (C.2.1) to ensure available storage capacity exists for receiving saltstone grout as necessary to align with the proposed technical approach to liquid waste system operations and to match proposed production rates of SWPF. The offeror shall describe the proposed technical approach to balance of plant design and construction activities.

The offeror shall describe its approach to planning and integrating the following C.2 requirements, as applicable, as part of its proposed technical approach: waste tank closures (C.2.4) and system optimization (C.2.6). The offeror shall describe and justify the technical and programmatic viability of proposed approaches to tank closure and system optimization designed to meet or exceed the Contract Performance Requirements identified in Section C, Table 1. If the offeror's proposed approach exceeds the Contract Performance Requirements in Section C, Table 1, the proposal shall clearly state the proposed performance metrics (Section C, Table 1) that align with the proposed approach and the proposed performance metrics shall be incorporated into the Contract by the Government at the time of Contract award.

The offeror shall describe its approach to implement the safety basis upgrade program (C.2.5), including timing, staffing requirements, and managing or mitigating any potential impacts to facility operations.

The offeror shall provide its technical understanding of the Liquid Waste Program Support functions in C.3 within the PWS in sufficient detail to enable the Government to assess the offeror's comprehension of how the support functions are integrated into the overall effort. The offeror shall describe the process engineering capabilities required to operate the liquid waste system consistent with its proposed technical approach.

The offeror shall identify the three most significant risks to successful performance of the PWS; the offeror shall describe its rationale for the identified risks and their

potential impacts; and the offeror shall describe its approach to eliminating, avoiding, or mitigating the three most significant risks.

The offeror shall describe all key technical inputs, assumptions, and justifications used to demonstrate the viability of its technical approach and/or support its technical understanding.

The offeror shall provide an Integrated Schedule to the levels of the WBS defined in Section J, Attachment J-3 for the full scope of contract performance, including the transition period, the base period, and the option period (except for the IDIQ CLINs), consistent with its proposed technical approach that provides specific schedule elements. Within the schedule, the offeror shall clearly identify key milestones, deliverables, and the critical activities to complete the PWS work scope.

The offeror shall describe its process to identify distinct and meaningful work scope that can be performance-based and performed by subcontractors selected competitively post-award, and meet the subcontracting requirements in Section H in a timely and effective manner. An emphasis should be placed on fixed pricing, where appropriate for the subcontracted work scope. The offeror shall describe its subcontracting approach, including its decision process regarding use of subcontractors, and approach for managing subcontractors. The offeror shall only identify critical subcontractors in Volume II.

The offeror shall describe its proposed plan for applying project management and strategic planning 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. The offeror shall address how its systems will be applied in the following areas: Work breakdown structure (See Section J, Attachment J-3); Critical path schedule and resource-loaded schedule; Performance measurement baseline; Baseline change control and integration with contract change control; Configuration management; Earned value management; Variance analysis; Use and control of management reserve; Resource leveling; and Indirect cost management and Liquid Waste Program Support allocations.

L.14 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – KEY PERSONNEL AND ORGANIZATION

(The Key Personnel and Organization section shall not exceed 25 pages, exclusive of resumes and letters of commitment. The key personnel resumes are limited to four pages for each resume.)

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

- (a) Key personnel. The offeror shall propose five designated key personnel essential to the successful performance of the contract and which will be incorporated into the contract through the clause at DOE-H-2070, Key Personnel. Only one individual

shall be proposed for each key personnel position and the key personnel shall all be employed by the prime contractor.

The key personnel designated shall include the following five functional positions: Program Manager, Operations Manager, Engineering and Technology Manager, Business Manager, and Environment, Safety, Health, and Quality Manager.

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

The offeror shall confirm the availability of the key personnel as being full-time assigned to the contract.

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

(b) Resume.

(1) The offeror shall provide written resumes for all proposed key personnel in the format shown in 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 under the contract: similar scope, size, and complexity are defined as follows: scope – type of work; size – dollar value and contract duration; and complexity – performance challenges, leadership roles, and risk.

(ii) Record of past success and accomplishments in performing work of similar scope, size, and complexity to that required under the contract.

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

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

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

(c) Letter of commitment. A letter of commitment shall be submitted for each individual proposed as a key person. Each key person shall sign the letter stating that the

information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the effective date of the contract for a period of time commensurate with the functional position as defined in H.56, DOE-H-2070, Key Personnel – Alternate I. The letter of commitment shall state, as follows:

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

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

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

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

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

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

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

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

(3) Logistics.

- (i) DOE will provide flip-charts and markers for the offeror's key personnel to use during the interview and oral presentation. All presentation materials used will be retained by DOE.
- (ii) The offeror's key personnel 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 other than the key personnel or DOE personnel who are present.
- (iii) DOE will make a recording of the interview and the oral presentation, including the offeror's preparations for the oral presentation. After award, a copy of the video recording may be provided to the offeror upon request.

(4) Schedule. Each offeror will be notified within 10 working days after the proposal submission deadline of the date, time, location, agenda, and other instructions related to its oral interview and oral 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>Brief introduction between DOE and the offeror team</i>	Approximately 15 minutes	DOE and the offeror team will jointly conduct an introduction of all people in attendance at the Oral Presentation.
<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.

Segment	Time Duration	Description
<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 chart. The offeror shall provide an organizational chart graphically depicting the major functional areas of the offeror’s proposed organization that the offeror considers essential for the management and performance of the work. The offeror shall show the names of proposed key personnel. The number of organization levels (e.g., working and reporting lines, divisional relationships, management layers, chain of command) depicted on the offeror’s organization chart must align with, and correlate to, the information provided by the offeror in response to paragraphs (f) and (g) below.
- (f) Rationale for organizational structure. Describe the rationale for the proposed organizational structure in relation to the work to be performed and how the organizational structure will contribute to the successful accomplishment of the work in accordance with the proposed technical approach. Describe how the organizational structure correlates to the Performance Work Statement, the work breakdown structure (See Section J, Attachment J-3), and the offeror’s proposed approach to execute the work. If critical subcontractors or other performing entities are proposed (including small business subcontractors), address how they will be integrated with the offeror’s organizational structure.
- (g) Roles, responsibilities, and lines of authority. Describe the roles, responsibilities, and lines of authority for the major functional areas identified on the organizational chart, including lines of authority between the offeror’s organizational elements or

- specific individuals, as applicable, and its subcontractors and any other performing entities. Describe the processes for key decision-making and for resolving problems within the offeror's organization and between the offeror's organization and subcontractors and other performing entities.
- (h) Communication and interface. Describe the offeror's approach to communication and interface with internal organizations, subcontractors and other performing entities, and outside entities, including DOE, other DOE contractors and subcontractors, regulatory agencies, state and local governments, the public, and other entities.
- (i) Offeror entity. If the offeror is a limited liability company (LLC), joint venture or other similar entity, describe how the offeror will operate with its multi-member and/or shared ownership. Describe who will employ the offeror's general workforce, e.g., offeror, parent, or team member companies, and how that workforce will be managed.
- (j) Subcontractors and other performing entities. Identify any proposed critical subcontractor(s) or other entities that will perform a portion of the work, including members in an LLC, joint venture, or other similar entity, and the specific work proposed to be performed by each. Identify the specific business relationship (subcontract, teaming agreement, etc.) between the offeror and each entity proposed to perform work. Describe the rationale for the proposed performance of work by the identified subcontractors or other entities, as opposed to performance by the offeror's own employees. Describe how the identified subcontractor's or other entities' work will be integrated and controlled within the overall work to be performed.
- (k) Corporate governance. Describe how corporate organizations, to which the offeror has reporting relationships (e.g., LLC members, board of directors), will provide oversight of the offeror's performance of the contract work and help ensure successful performance of the contract. Describe how performance will be monitored and issues resolved. Describe how governance and resolution of issues will be handled when multi-member, shared ownership entities are involved. Provide an organizational chart depicting the linkage(s) between the offeror and the parent organization(s).
- (l) Workforce recruitment and retention. Describe the offeror's approach for ensuring that an adequate workforce is available with the appropriate skills and qualifications necessary to safely and effectively accomplish the work over the term of the contract. The proposal shall address the following:
- (1) The offeror's approaches to recruit, train, and maintain its workforce, including interim fluctuations in workload, ramp-up and ramp-down.
 - (2) The source of personnel – offeror's existing employees, subcontractors' existing employees, new hires, other sources, etc.
- (m) Full-time equivalent employees. Identify the number of proposed full-time equivalent (FTE) employees, by organizational elements, separated by (1) management and supervision and (2) labor disciplines by skill mix. Provide the rationale for the FTEs

for each organizational element. Ensure consistency between FTE data provided in this Volume II of the proposal and the Volume III proposal related to cost or price.

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

(The Experience section shall be limited to the Attachment L-3, Past Performance and Experience Reference Information Form, which is limited to seven pages per contract or project. Only one completed Attachment L-3, Past Performance and Experience Reference Information Form shall be submitted for each contract or project to support both the Experience and Past Performance factors. The completed Attachment L-3s shall be included in Volume II – Technical and Management Proposal.)

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

- (a) Offeror experience. The offeror 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., work as identified in the PWS); size – dollar value and contract duration; and complexity – performance challenges and risk (e.g., maintaining and operating aging nuclear facilities, managing a multi-disciplined work force, incorporating a new facility and staff into an existing system, management of complex change control processes, liquid radioactive waste processing, constructing large federal projects, complex regulatory interfaces, Federal nuclear safety requirements or commercial equivalent, management of a closely coupled processing system). 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.10(a)(2). 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 teaming partner. In describing relevant experience, 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, subcontractors, or other entities shall describe its relevancy to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the performance work statement, the work to be performed by each entity, and the relevant experience of that entity. Each discrete example of experience must be attributed to a specific entity.
- (d) Newly formed entity and predecessor companies. If the offeror, subcontractors, or other performing entities are a newly formed entity with no experience, the offeror

shall provide relevant experience for the parent organization(s) or the member organizations in a joint venture, LLC, or other similar entity. The offeror may also provide relevant experience on predecessor companies resulting from mergers and acquisitions.

- (e) Contracts information. The offeror shall provide the relevant experience information as requested in this provision on three contracts, either completed or currently being performed by the offeror, and three contracts, either completed or currently being performed, for each proposed subcontractor or other performing entity. If the offeror is a newly formed entity, the offeror shall provide relevant experience information on three contracts for each parent organization(s) or each member organization if the offeror is a joint venture, LLC, or similar entity. The offeror shall only provide contract relevant experience information for contracts that are currently being performed and/or for contracts that were completed within the last five years from the date proposals are due.
- (1) Contracts may be, but are not limited to, contracts with federal, state, local and foreign governments and/or with commercial customers.
 - (2) Include information on challenges and problems encountered in performance of the work, actions initiated to address these matters, and the effect the actions taken had on the performance of the contract.
 - (3) Contracts used as a representation of the offeror's experience must be the same contracts submitted in accordance with the provision at DOE-L-2010, Proposal Preparation Instructions, Volume II - Past Performance, and as listed in the Past Performance and Experience Reference Information Form contained in Attachment L-3 to Section L. Contract information provided for experience shall correspond to, and cross reference, information furnished under the past performance section of the proposal.
- (f) Verification of experience. The Government may verify an offeror's or 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)

(The Past Performance section shall be limited to the Attachment L-3, Past Performance and Experience Reference Information Form, which is limited to seven pages per contract or project; and the Attachment L-5, List of Contracts Terminated for Default or Convenience, which has no page limit. Only one completed Attachment L-3, Past Performance and Experience Reference Information Form shall be submitted for each contract or project to support both the Experience and Past Performance factors. The completed Attachment L-3s and L-5 shall be included in Volume II – Technical and Management Proposal.)

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., work as identified in the PWS); size – dollar value and contract duration; and complexity – performance challenges and risk (e.g., maintaining and operating aging nuclear facilities, managing a multi-disciplined work force, incorporating a new facility and staff into an existing system, management of complex change control processes, liquid radioactive waste processing, constructing large federal projects, complex regulatory interfaces, Federal nuclear safety requirements or commercial equivalent, management of a closely coupled processing system).
 - (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 subcontractor(s) as defined in Section L.10(a)(2). 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, 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.
 - (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 contracts, either completed or currently being performed by the offeror, and three contracts, either completed or currently being performed, for each proposed subcontractor or other performing entity. If the offeror is a newly formed entity, the offeror shall provide past performance information on three contracts for each parent organization(s) or each member organization if the offeror is a joint venture, LLC, or similar entity. The offeror shall only provide past performance information for contracts that are currently being performed and/or for contracts that were completed within the last five years from the date proposals are due.
- (1) Past performance information form. The offeror shall submit its past performance information on the Past Performance and Experience Reference

Information Form contained in Attachment L-3 to Section L. One form shall be provided for each past performance reference (contract).

- (2) Contracts may be, but are not limited to, contracts with federal, state, local and foreign governments and/or with commercial customers.
 - (3) Contracts contained in the Past Performance and Experience Reference Information Form shall be the same as those identified under the experience section of the proposal.
- (f) Performance information. The offeror shall identify problems encountered in performance of these contracts and corrective actions taken by the offeror to resolve those problems. Examples of problems that may be addressed, as appropriate, include serious injuries or fatalities, regulatory violations resulting from environmental non-compliance, late deliveries, cost overruns. In addition, the offeror may describe any recognized accomplishments the offeror has received on the identified contracts.
- (g) Terminated contracts. The offeror shall provide a listing on Attachment L-5 of any contracts of the offeror, subcontractors, or other performing entities that were terminated, including the reasons therefore, over the preceding five years from the due date for proposals. This listing of terminated contracts is not limited to only those contracts contained in the Past Performance and Experience Reference Information Form.
- (h) Past Performance Questionnaire. The offeror shall provide the Past Performance Questionnaire contained in Attachment L-4 to Section L and the completed Past Performance and Experience Reference Information Form in Attachment L-3 to Section L to each of the contract references. (The Past Performance and Experience Reference Information Form is provided to the reference to ensure the reference is completing the Past Performance Questionnaire based on the offeror's performance on the associated contract shown in the Past Performance and Experience Reference Information Form). The offeror shall request that clients return the Past Performance Questionnaire directly to DOE by mail or electronic means to the address identified below no later than the date for receipt of proposals.
- (1) DOE address and contact information.
U.S. Department of Energy
Attention: Aaron Deckard, Contracting Officer
Address: 250 E. 5th Street, Suite 500
City/State/Zip: Cincinnati, OH 45202
Envelopes shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY. RFP NO. DE-SOL-0008913
E-mail: aaron.deckard@emcbc.doe.gov
Phone: 513-246-0512
 - (2) Receipt of the questionnaires by the Government is not subject to the provisions at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition related to late proposals.

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

L.17 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME III – COST AND FEE PROPOSAL

The offeror shall provide proposed cost and fee by providing a completed Section B. The offeror shall submit a completed Section B by completing the fill-ins located in Section B.2, Contract Cost and Fee, Table B.2-2 Contract Cost and Fee, in accordance with the instructions in this provision. The offeror shall provide a proposed cost and fee by CLIN for all PWS activities included in Section L, Attachment L-6 entitled, "Cost Proposal Worksheets."

The offeror shall prepare its cost proposal in accordance with the following instructions:

- (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) All pages in the Volume III Cost and Fee Proposal including forms, tables, and exhibits shall be numbered and identified in a volume table of contents. The cost proposal shall be sufficiently complete so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on the cost proposal. The offeror shall complete Section L, Attachment L-6 Cost Proposal Worksheets and Section L, Attachment 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.

The offeror shall use the organization of work set forth in Section J, Attachment J-3 Work Breakdown Structure (WBS), for its cost proposal. The offeror's proposed WBS may include WBS levels, as necessary, below the WBS provided in Section J, Attachment J-3, to organize and estimate the work, subject to the limitations within this section. The use of lower WBS levels is to demonstrate a reasonable and realistic understanding within the Volume III cost proposal commensurate with the level of work and the offeror's proposed technical approach. The offeror's proposed WBS shall not include any levels below the WBS provided in Section J, Attachment J-3 for which proposed costs are less than \$10M for the total contract period (including the base and option period), nor shall the offeror's proposed WBS include any WBS levels more than two levels below the WBS provided in Section J, Attachment J-3.

As necessary, the offeror shall add worksheets and/or rows to Attachments L-6 and L-7 to align with the offeror's proposed WBS.

- (c) Cost Assumptions. Cost assumptions are being provided to the offeror which are contained in Attachment L-8 of the solicitation entitled "Assumptions." The offeror shall consider and use all of the cost assumptions when preparing the cost proposal.
- (d) For proposal preparation purpose, the offeror shall assume a 90 day Contract Transition Period, with a Transition start date of April 2, 2017. The offeror shall assume full responsibility for the performance of all other contract requirements on July 1, 2017. Proposed costs shall be on a Government Fiscal Year basis from October 1 to September 30. The period of performance extends through March 31, 2027, including the option period. The offeror shall propose cost for each year and in total corresponding to the costs for performing the PWS.
- (e) For proposal preparation purposes, the offeror shall assume a planned funding profile per the Government Fiscal Year (FY) as follows, excluding the IDIQ maximum value of \$112,000,000:

Contract Funding Profile (in \$M)	
Gov't Fiscal Year	Funding Profile
FY17 (Transition)	\$5.0M
FY17	\$124.7M
FY18	\$499.0M
FY19	\$542.6M
FY20	\$608.7M
FY21	\$637.5M
FY22	\$631.3M
FY23	\$637.8M
FY24	\$326.0M
Base Period Total	\$4,012.6M
FY24	\$326.0M
FY25	\$682.2M
FY26	\$725.8M
FY27	\$381.7M
Option Period Total	\$2,115.7M
Contract Total	\$6,128.3M

The provided funding profile represents the government's estimate as of the date of the solicitation of future funding. This assumed funding is not a guarantee of available funds; additional funding made available could be used for in-scope work activities. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this assumed funding. Available funds depend on Congressional appropriations and priorities within the DOE. The provided funding profile covers the total estimated cost and fee described in Section B.

- (f) Proposed Cost and Fee. The offeror shall provide the proposed cost and fee amounts in Section B.2 Contract Cost and Fee, Table B.2-2 Contract Cost and Fee, consistent with the Volume III proposal and in accordance with the following footnotes. In addition, if the offeror proposes performance metrics exceeding the Contract Performance Requirements in Section C, Table 1; then the total Target Activity PBI Fee proposed in Table B.2-2 shall be calculated and provided by the

offeror in accordance with B.8, Target Activity PBI Fee to reflect the additional Target Activity PBI Fee associated with the additional proposed performance metrics.

Table B.2-2 Contract Cost and Fee					
[Table to be completed by offeror and inserted by DOE at time of contract award]					
CLIN	CLIN Title	Estimated Cost	Available Award Fee*	Target Activity PBI Fee	Estimated Cost and Fee
0001	Contract Transition ¹		N/A	N/A	
0101	Liquid Waste Operations ²				
0102	SWPF Integration & Transition ³			N/A	
0103	SWPF Operations (option) ²				
0104	SDU Construction ³			N/A	
0105	Tank Closures ⁴				
0106	Safety Basis Upgrade ³			N/A	
0107	System Optimization ³			N/A	
0108	Liquid Waste Program Support ³			N/A	
	Base Period – Total				
Option Period					
0201	Liquid Waste Operations ²				
0202	SDU Construction ³			N/A	
0203	Tank Closures ⁴				
0204	Safety Basis Upgrade ³			N/A	
0205	System Optimization ³			N/A	
0206	Liquid Waste Program Support ³			N/A	
	Option Period – Total				
Total Contract Value					
0002	IDIQ – Base ⁵	TBD	TBD	TBD	\$56,000,000
0003	IDIQ – Option ⁵	TBD	TBD	TBD	56,000,000
	Total Contract Value ⁶				

¹ No fee shall be proposed for the contract transition CLIN.

² Available Award Fee proposed shall not exceed 2.5% of the estimated CLIN cost and Target Activity PBI Fee shall not exceed 6.5% of the estimated CLIN cost. If the proposed fee is below the not to exceed percentages, then the ratio between the proposed Available Award Fee and Target Activity PBI Fee shall remain proportionally consistent in relation to the not to exceed percentages. For example, a proposed Target Activity PBI Fee of 3.25% and a proposed Available Award Fee of 1.25% would be consistent.

³ Available Award Fee proposed shall not exceed 8% of the estimated CLIN cost, and no Target Activity PBI Fee is payable.

⁴ Available Award Fee proposed shall not exceed 2% of the estimated CLIN cost and Target Activity PBI Fee shall not exceed 8% of the estimated CLIN cost. If the proposed fee is below the not to exceed percentages, then the ratio between the proposed Available Award Fee and Target Activity PBI Fee shall remain proportionally consistent in relation to the not to exceed

percentages. For example, a proposed Target Activity PBI Fee of 4% and a proposed Available Award Fee of 1% would be consistent.

⁵ The amounts shown in Table B.2-2 for the IDIQ CLINs are collectively consistent with the IDIQ maximum value of \$112,000,000, and include estimated costs and fee. No separate fee shall be proposed for the IDIQ CLINs in Table B.2-2, as fee will be established in each individual Task Order in accordance with DOE-B-2015.

⁶ The total proposed contract value equals the sum of the base period total amount, the option period total amount, and the IDIQ CLIN amounts.

(g) Proposed Schedule. The offeror shall provide a resource loaded schedule (utilizing the Oracle's Primavera P6 Enterprise Project Portfolio Management© software) including key milestones, deliverables, logic ties, predecessor and successor relationships, activity durations, float, and the critical activities to complete the PWS work scope consistent with the anticipated funding profile. The schedule of activities shall be presented in no less detail than prescribed in Section J, Attachment J-3, Work Breakdown Structure, and the electronic version shall be working files and include logic ties. The schedule shall be fully traceable to Volume II, Technical and Management Proposal. For those PWS elements for which DOE provided cost, the schedule shall reflect the provided cost as a resource, consistent with the FY period allocation in Attachment L-8, Assumptions.

(h) Offeror Proposed Cost.

(1) Offeror (e.g., Joint Venture Partners) and Subcontractors. The offeror's cost proposal shall identify the scope and proposed costs for the offeror and critical subcontractors and require the offeror and critical subcontractors to provide the detail required in (h)(2) through (10) of this section. For critical subcontractors, a cost proposal shall be provided within the Volume III submission and shall be reconciled to the offeror's proposed costs and shall be consistent with the offeror's Technical and Management Proposal. Cost data shall be fully supported. It is acceptable for critical subcontractors to submit sealed envelopes with proprietary data containing a separate set of cost worksheets, Attachment L-6 and L-7, with its proposal for the proposed critical subcontractor costs by the proposal due date.

(2) 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 at the lowest level described in the offeror's WBS.

The detailed 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 in establish 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. The offeror shall clearly indicate for each PWS by cost element (direct labor, indirect rates, direct materials, etc.): (1) what data is

existing and verifiable, (2) judgmental factors applied in projection from known source data to the estimate, (3) key assumptions (not in conflict with the PWS), and (4) the basis of each cost element. The offeror's proposal shall be in sufficient detail to demonstrate reasonableness and realism. The offeror shall not propose allowances or factors as part of its proposal with the exception of small tools and fuel, oil, gas, and maintenance (FOGM), if consistent with the offeror's estimating practices and are supportable.

The BOE shall be a standalone document within Volume III, separate from the estimate calculations. 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 FY and quantities and unit pricing for other than direct labor costs cumulative for the project and FY period (for example, number of units multiplied by unit costs of material).

- (3) Cost Element. The offeror's cost proposal shall be provided by major cost elements in accordance with FAR Table 15-2: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits, direct labor overhead (if applicable), material, equipment (including capital investments and FOGM), Critical Subcontractor (shall be individually estimated and provided for by major cost elements as described in this paragraph), other subcontract cost, personal protective equipment (PPE), supplies, state and use tax, travel, relocation, other direct costs, and general and administrative (G&A) costs (if applicable). The data provided by the offeror shall be sufficient for the Contracting Officer to complete a thorough analysis of the proposal as required by FAR 15.404.
- (4) Liquid Waste Program Support Costs. Costs for Liquid Waste Program Support (C.3) that are directly allocable to a C.1 or C.2 work activity shall be proposed under the respective C.1 or C.2 work activity. All other costs for Liquid Waste Program Support (C.3) shall be included under the applicable C.3 PWS element in the Volume III submission as direct costs as shown in the PWS/WBS. The offeror's cost proposal shall not include costs (direct labor and/or direct non-labor costs) in any proposed indirect rate allocation pool(s) which could otherwise be accounted for under the PWS provided in Section C.
- (5) 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, 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.
- (6) Labor Rates. The offeror shall complete the labor worksheet in the Section L, Attachment L-7, to provide the yearly proposed direct labor rates by labor category for the entire period of performance reflecting the FY as detailed in Attachment L-6. 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 Davis-Bacon Act and 4(c) of the Service Contract Act, as

applicable. However, the proposed labor rates shall not be less than the DOE provided direct labor rates included as part of Attachment L-7. The provided direct labor rates reflect paid rates at similar sites with similar work scope, as well as, the Wage Rate Requirements (Construction) and Service Contract Labor Standards rates escalated to GFY 2017. The DOE provided labor categories are not all inclusive. If the offeror requires labor categories in addition to the labor categories provided or utilizes other than the provided direct labor rates, the offeror shall provide the basis of the proposed labor rate(s) and supporting documentation.

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.

- (7) Direct Labor Hours. The offeror shall complete Attachment L-7 and shall detail the labor categories and labor hours by PWS and WBS. Direct labor hours shall be provided in total for the entire period and by fiscal year by labor category. For proposal preparation purposes, the offeror shall not assume any overtime is available.
- (8) Indirect Rates.

Fringe Benefits. For the workforce eligible for employment under the Workforce Transition and Employee Hiring Preferences clause (Clause H.4), the offeror's proposed fringe benefit rates shall be at least forty-seven percent (47%). The fringe benefit rates (whether using the DOE provided fringe rates or those specifically proposed by the offeror) 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, life insurance, accident/sickness coverage, workers compensation, FICA, FUTA, SUTA, and time-off (vacation, sick, and holiday).

The fringe benefit rates for management employees and employees not covered under the Workforce Transition and Employee Hiring Preferences clause (Clause H.4) shall be separately estimated by the offeror. The offeror shall provide sufficient documentation to support the proposed fringe benefit rates.

Indirect Rates Other Than Fringe Benefits. The offeror shall provide a detailed estimate for each proposed indirect rate (labor overhead and G&A, as applicable) for each fiscal year covering the period of performance. The detailed estimate shall include cost, by cost element, for the allocation pool and the allocation base and how each cost element within the allocation pool and allocation base was derived. The offeror shall provide all related information to provide a clear understanding of the basis of estimate. For purposes of this proposal, the offeror shall compute all of the indirect rates on a government FY basis and time phase the indirect costs accordingly to the government FY basis. If the offeror is proposing a blended indirect rate that is derived from the weighting of other indirect rates, the offeror shall provide the detailed computations for each of the individual indirect rates that are used in the computation of the blended rate by

12 month FY period and the methodology of how the blended rate was derived. This data shall be provided for each joint venture partner, if applicable.

The offeror shall provide a detailed explanation of the proposed corporate organizational structure and whether corporate home office allocation is or is not applicable. If a corporate home office allocation is not proposed, the offeror shall provide a contractually binding statement as part of the offer in Volume I stating the offeror will not attempt to recover any corporate home office costs during the course of the contract. Offerors are entitled to fair and reasonable recovery of allowable and allocable costs related to any parent organization support approved by DOE in accordance with Section H clause entitled, Parent Organization Support.

- (9) Escalation. The offeror shall utilize an annual escalation factor of 2.2 percent for both direct labor and other than direct labor costs.
- (10) Subcontract Pricing Considerations. For all subcontracts, the offeror must submit the information required by FAR 15.404-3.
- (i) Contract Transition Period Cost. For proposal preparation purposes, the offeror shall assume no government furnished equipment will be available during transition or that the Government will provide specific equipment for use during transition, including an appropriate listing of such.
- (j) DOE or its cognizant audit entity may request additional supporting information for purposes of clarification in evaluating cost.
- (k) 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.
- (l) The offeror shall submit an explanation of how 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:

- (1) 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;
 - (2) 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;
 - (3) 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 RFP as Attachment L-9.
- (m) 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:
- (1) Financial Statements (audited, if available) and notes to the financial statements for the last three fiscal years);
 - (2) The information in subparagraph (1) above for each member of the offeror team arrangement if a teaming arrangement is used;
 - (3) The last 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
 - (4) Any available lines of credit.

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

- (n) If 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 RFP 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.

- (o) The offeror shall not propose any Government Furnished Property (GFP) for use during the performance of this Contract that is in addition to the list of GFP provided in Section J, Attachment J-12.
- (p) Waiver of Facilities Capital Cost of Money (FCCOM). The solicitation includes Section I clause titled, FAR 52.215-17, Waiver of Facilities Capital Cost of Money; thus, as a condition of award, the offeror shall not propose facilities capital cost of money.

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:

Aaron Deckard
Contracting Officer
U.S. Department of Energy
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 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (OCT 2015)

- (a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1605 of Public Law 103-355. Such request must be in writing and addressed to the Contracting Officer for this procurement.
- (b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of 48 CFR 33.2014(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

L.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.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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:

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

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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

(Completed Form limited to 7 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 Contract 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 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 (<i>separately list fee if cost-type</i>):	
13. Reference Contract/Project Value Performed To Date (<i>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</i>):	
14. Portion (%) of work Company (identified in #2) is proposed to perform on the Liquid Waste Contract:	

15. Portion (%) of work, including dollar amount and duration, Company (identified in #2) performed on reference contract/project <i>(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.)</i> :	
16. Scope Company (identified in #2) is proposed to perform on Liquid Waste 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 Liquid Waste Contract:	
19. Complexity of work Company (identified in #2) performed on referenced contract/project:	
20. Provide information on problems encountered on the contract/projects identified above and corrective actions taken to resolve those problems:	
21. Provide information on penalties paid as a result of replacement of key personnel on the referenced contract/project and discuss the nature of the situation, including how much penalty was paid.	
22. Safety statistics: provide Days Away, Restricted or Transferred (DART) and Total Recordable Case (TRC) rates and hours worked for the Entity (identified in #4) on the referenced contract by Government Fiscal Year (GFY) for FY 2011-2015.	

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.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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-0008913 Liquid Waste Services contract at the Savannah River Site near Aiken, SC.

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: SRSLiquidWaste@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. Aaron Deckard
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"

PAST PERFORMANCE QUESTIONNAIRE:

A. REFERENCED CONTRACT AND CLIENT INFORMATION

Name of Company Being Evaluated:

Contract Number and Title Being Evaluated:

Evaluator's Name:

Evaluator's Address:

Evaluator's Phone:

Evaluator's Organization:

Evaluator's role in the management of the contract:

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.

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:

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

**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.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-6: COST PROPOSAL WORKSHEETS

See procurement website

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-7: CONSOLIDATED DIRECT COST SCHEDULES

See procurement website

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-8: ASSUMPTIONS

PWS	Description	Assumptions
C.1.1.2.1	Tank Space Management	1. A replacement evaporator pot for the 3H evaporator will be procured by the incumbent contractor.
C.2.1	SDU Construction	1. Subcontract performance for SDU#7 site preparation and design will be in progress at the time of contract award. A separate construction subcontract for SDU#7 will be in the procurement phase at the time of contract transition. 2. The DOE-provided cost for completion of SDU#7 site preparation, construction, and balance of plant activities is \$115M (\$5M during FY17, \$40M during FY18, \$40M during FY19, and \$30M during FY20).
C.2.5	Safety Basis Upgrade Implementation	1. The DOE-provided cost for completion of the safety basis upgrade is \$20M (\$3M during FY18, \$3M during FY19, \$3M during FY20, \$3M during FY21, \$3M during FY22, \$3M during FY23, and \$2M during FY24 (base period)). This DOE-provided cost reflects the totality of the work scope under C.2.5.
C.2.6.2	At Tank Cesium Removal	1. The DOE-provided cost for testing and operating the TCCR system unit on waste tank 10H is \$20M (\$5M during FY17 and \$15M during FY18).
C.2.6.6	Tank 48 Recovery	1. Proposals shall not include costs associated with execution of any Tank 48 recovery effort, as execution would fall under the IDIQ scope, if approved by DOE through an IDIQ task order.
General	General	1. Proposals (including Volume II and Volume III) shall meet or exceed the requirements in Section C, Table 1. The offeror's overall proposal approach and assumptions shall meet or exceed the quantities included in Section C, Table 1, for the base period and option period.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-9: OFFEROR'S PROPOSED ACCOUNTING SYSTEM INFORMATION

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