
PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at 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 52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)	
FAR 52.215-1	Instructions to Offerors – Competitive Acquisition (Jan 2017)	
FAR 52.215-16	Facilities Capital Cost of Money (Jun 2003)	
FAR 52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Oct 2010) Alt IV	
FAR 52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort (Oct 2009)	
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)	
FAR 52.237-1	Site Visit (Apr 1984)	
DEAR 952.219-70	DOE Mentor-Protégé Program (May 2000)	
DEAR 952.233-4	Notice of Protest File Availability (Aug 2009)	
DEAR 952.233-5	Agency Protest Review (Sep 1996)	

L.2 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.3 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 SF 33, Solicitation, Offer and Award (See Section A, Block 9).

L.4 DOE-L-2015 OFFER ACCEPTANCE PERIOD (OCT 2015)

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

L.5 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.6 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.7 DOE-L-2019 SITE VISIT (OCT 2015)

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

TIME: 8:30 AM

DATE: March 26th, 2019

PLACE: Savannah River Site, Aiken, South Carolina

(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/SRSSecurity/>.

(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.8 DOE-L-2020 SMALL BUSINESS SET-ASIDE INFORMATION (UNRESTRICTED)

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

L.9 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.10 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.11 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 SRSSecurity@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.12 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:

Matthew Carpenter
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.13 DOE-L-2027 NOTICE OF PROTEST FILE AVAILABILITY (OCT 2015)

- (a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to 48 CFR 33.104(a)(3)(ii), implementing section 1605 of Public Law 103-355. Such request must be in writing and addressed to the Contracting Officer for this procurement.

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

L.14 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.15 CONTACTS REGARDING FUTURE EMPLOYMENT

Offerors may contact incumbent contractor employees about future employment except where prohibited by law. These contacts must take place outside the normal working hours of the employees.

L.16 DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL – ALTERNATE I AND ALTERNATE II (OCT 2015) (REVISED)

(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) Major subcontractor. Any proposed subcontract with an estimated value more than \$50M over the contract period (including option years).

(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/SRSSecurity/> and a reading room for general documents on DOE programs are available at the following website: <http://researchguides.usca.edu/govdocsusca>.

(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. Proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than the date and time specified in SF 33, Solicitation, Offer and Award, in Section A of this solicitation. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its web site. Subcontractor submissions of proprietary information may provide a password protected document file to the prime and share the password with the Contracting Officer. The subcontractor proposal must adhere to the proposal due date/time in the solicitation and be submitted by the prime contractor via FedConnect.
- (3) Electronic submission of a proposal via FedConnect is required; however, the original, signed, hard copy submission of the proposal shall be considered the Offeror's official offer and will be considered binding.
- (4) In addition to the electronic submission of the offeror's proposal, the offeror shall submit the required number of paper copies of each proposal volume as indicated below. The content in the paper copy shall be identical to the content of the electronic copies. The only exception is the financial statements and annual reports in the Volume III proposal, which shall be included in the

electronic submission and the signed original only, but are not required to be included in the additional paper copies. The paper copies shall be submitted no later than the proposal due date to:

U.S. Department of Energy
Attention: Jordan Rhoades
FedEx® Address: Road 2 Building 730-B
City/State/Zip: Aiken, SC 29808
Shipping materials shall be marked as follows: TO BE OPENED BY
ADDRESSEE ONLY. RFP NO. 89303318REM000015
E-mail: jordan.rhoades@srs.gov
Phone: 803-952-6419

Offerors shall arrange for delivery, i.e. Monday through Friday between the hours of 8:00 a.m. to 2:00 p.m. Please call the phone number and notify the Contracting Officer via the email address listed above at least 24 hours in advance before arriving with the proposal (including CD-ROMs or DVDs that are clearly labeled) with the RFP volume number. The CD-ROMs or DVDs are provided for SEB evaluation convenience only. In the event of a conflict, the hard copy material takes precedence over the CD-ROM or DVDs text and electronic submission.

For hand delivery of proposals, the offeror shall contact the Contracting Officer via the phone number listed above at least 24 hours in advance to arrange a time for delivery. The offeror will hand deliver the proposals to the SRNL Badge Office, Building 703-46A, SRS Road #1, Aiken, SC. From Augusta, take Highway 278 East (Sand Bar Ferry Road) through Beech Island, SC. Go past the traffic light. Turn RIGHT onto Highway 125 South. Go through Jackson, SC. At the caution light, turn LEFT onto SRS Road #1. DO NOT GO TO THE BARRICADE. Travel approximately 2.3 miles (go past Road 1A) to the large parking lot on the RIGHT. Blue Sign on Right – Savannah River Operations Office, Green sign on left – Department of Energy, Washington Savannah River Visitor Office). Turn RIGHT and park in the parking lot on the RIGHT. The Contracting Officer will meet the offeror outside of the building at the arranged time to receive the proposals.

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	Number of CD-ROMs/DVDs Required
Volume I – Offer and Other Documents	1 signed original and 1 copy	1
Volume II – Technical and Management Proposal	1 signed original and 5 copies	5
Volume III – Cost and Fee Proposal	1 signed original and 5 copies	5

(d) Solicitation instructions and proposal information.

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- (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 or failure to comply with the instructions may make an offeror ineligible for award or adversely affect the Government's evaluation of an offeror's proposal. In addition, a proposal will be eliminated from further consideration before completing the Government's evaluation if the proposal is so deficient as to be 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, 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, and graphs. 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, 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:
 - 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.

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- (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.
- (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 SRSSecurity@emcbc.doe.gov no later than 21 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 SRSSecurity@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.17 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) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the offeror is required to fill-in information in a contract clause, the offeror shall submit only those pages that require input of information or a signature. Fill-ins are generally marked Offeror Fill-In; however, offerors are responsible for ensuring all required fill-ins are completed with proposal submission (even if not overtly identified).
- (b) Cover letter. The offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.
- (c) Standard Form 33, Solicitation, Offer And Award – One 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.4.
- (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).

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- (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 major 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 major 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.

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- (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.
- (3) If this solicitation is for advisory and assistance services, the offeror shall comply with the organizational conflict of interest requirements of 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 also be identified 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 (if applicable), and/or team members who will perform work under a contract resulting from this solicitation and require access authorizations (see Section L.26, DEAR 952.204-73); (2) the date the offeror's, subcontractor's (if applicable) 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 (if applicable) or team members, do not possess such a CAGE code or DOE/NRC facility clearance number, the offeror, subcontractor (if applicable), 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 (if applicable) or team members, that do not possess a CAGE code or DOE/NRC facility clearance number, shall complete the required entries into the DOE FOCI Electronic Submission System (ESS) located at <https://foci.anl.gov/>. Use of the DOE FOCI ESS is mandatory for all offerors,

subcontractors (if applicable), and/or team members that do not possess a facility clearance.

Offerors are encouraged to transmit FOCI information well before the deadline for proposal submission. Under the DOE FOCI ESS, electronic signatures cannot be accepted; thus, the signed original SF-328 executed in accordance with the form's instructions, and any other forms requiring a signature or seal shall be printed, signed, and submitted to the federal FOCI Operations Manager at the mailing address provided in the system. When filling out the New User Registration information in the DOE FOCI ESS, select "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-10, 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-7 entitled, Small Business Subcontracting Plan.
 - (2) To be considered acceptable, the offeror's plan shall address, in adequate detail, each of the elements identified in FAR 52.219-9(d). Failure by a large business offeror to submit and/or negotiate a subcontracting plan that addresses each of the elements identified in FAR 52.219-9(d) in adequate detail may make the offeror ineligible for award of a contract.
 - (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 Business Category	Small Business Goals
Small	60%*
Women-Owned Small Business	5%
Small Disadvantaged Business	5%
HUBZone	3%
Veteran-Owned Small Business	3%
Service-Disabled Veteran-Owned Small Business	3%

* The small business subcategories may not necessarily add up to the overall percentage in the "Small Business" category, since some small businesses may not fall into any of the subcategories, while others may fall into more than one subcategory

- (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.7, 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. The Department is under no obligation to obtain clarifications or enter into discussions regarding the offeror's draft mitigation plan.
- (m) 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 first-tier subcontractors with anticipated subcontracts of \$10 million or more.

L.18 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 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.19 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL APPROACH

(The Technical Approach section shall not exceed 50 pages.)

Offerors shall include the following information in Volume II entitled, Technical and Management Proposal, for the entire PWS for the entire performance period of the contract (base and option periods):

- (a) The offeror shall provide a detailed technical approach on the PWS elements specified below. Sufficient detail shall be included to demonstrate the completeness, feasibility, and effectiveness of the Offeror's technical approach for the specified PWS elements. For the PWS elements not specified, the Offeror shall describe its proposed technical understanding in sufficient detail to demonstrate the Offeror's comprehension of the full PWS.
- (b) Protective Force (PF) Operations. The offeror's proposal shall describe its technical approach to Protective Force Operations in accordance with the contract requirements in the PWS section C.1 – Protective Force in each of the areas listed below:
- Perimeter Protection
 - Communications, Command and Alarm Centers
 - Law Enforcement, Canine Operations and Criminal Investigations
 - Facilities Protection - Protection up to Category I Special Nuclear Material (SNM)
 - Special Operations
 - Material Transportation Security and Coordination

The offeror shall also describe their proposed approach to:

- (1) Any technical risks associated with performing these requirements and the proposed approach to mitigate or minimize those technical risks
- (2) The scheduling methodology and shift configurations, including Line Supervision, for meeting all duty requirements/assignments
- (3) How management of on-duty PF Personnel will be accomplished to ensure effective performance.

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- (4) How workforce integration between the various PF tactical elements will be achieved.
- (c) Training. The offeror's proposal shall describe its technical approach to training in accordance with the contract requirements in the PWS section C.1.7 – Training in each of the areas listed below:
- (1) Ensure PF personnel and supervision are trained to a level of competency that ensures they are qualified to perform assigned tasks and/or responsibilities. The offeror shall describe how perishable skills, tactical, technical and professional competencies will be addressed to maintain job proficiencies.
- (d) Personnel Security. The offeror's proposal shall describe in detail its technical approach to Personnel Security in accordance with the contract requirements in the PWS section C.2 – Personnel Security in each of the areas listed below:
- Security Clearances/Site Access Authorization
 - HSPD-12 Program Support
 - Human Reliability Program (HRP) Program Support
 - Foreign Ownership, Control and Influence (FOCI)/Facility Clearance Level (FCL)
 - Operations Security & Safeguard Security and Awareness Program Support
 - Foreign Visits and Assignments Program Support

The offeror shall describe in detail any technical risks associated with performing these requirements and the proposed approach to mitigate or minimize those technical risks.

- (e) Program Management. The offeror's proposal shall describe in detail its technical approach to Program Management in accordance with the contract requirements in the PWS section C.4 – Program Management in each of the areas listed below:
- Environmental, Safety, Health & Quality Assurance
 - Performance Assurance
 - Equipment Maintenance
 - Logistical Support
 - Planning and Analysis Program Support

The offeror shall also describe their proposed approach to:

- (1) The management self-assessment process and corrective actions.
- (2) How performance tests, and data analysis are conducted and related to various DOE threat levels associated with protection of DOE Category I and II facilities.

L.20 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II –ORGANIZATION AND KEY PERSONNEL

(The Organization and Key Personnel section shall not exceed 20 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 – Organization and Key Personnel:

- (a) Organization. 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 and 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 this section and show linkage(s) between the offeror and the parent organization(s). Charts are not included in the page count.

- (1) The PF services at the SRS must be performed in accordance with existing approved plans and procedures. The plans and procedures mandate that certain PF activities be performed in areas of the site by a number of "prescribed" personnel. An Offeror has no flexibility in determining how these services are to be performed or the number of personnel performing these activities. The PF activities performed by "prescribed" personnel are directly associated with the following areas and facilities, and/or have a related pursuit, recapture, recovery mission:

- 100 K Material Storage
- 100 L Storage Area
- 200 H Chemical Separations Area
- Consolidated Tritium Facilities

All other personnel positions described in the PWS that are not associated with the areas and facilities identified above and are not listed in Table L.1 as prescribed, are considered to be "non-prescribed" personnel positions for proposal preparation purposes. An Offeror will have flexibility in describing its technical approach to performing any activities associated with non-prescribed personnel. An Offeror shall not describe its approach to providing PF services for the prescribed positions in its technical proposal. Further information on prescribed personnel staffing levels can be found in Section L.22 *Proposal Preparation Instructions, Volume III – Cost and Fee Proposal*, Table L.1, entitled "*Prescribed PF, Non-Prescribed PF and Support Personnel FTEs Information*".

- (2) 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-4), and the offeror's proposed approach to execute the work.

- (3) 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 (including proposed key personnel), 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.
- (4) 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.
- (5) 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.
- (6) Subcontractors and other performing entities. Identify any proposed major 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.
- (7) 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.
- (8) 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:
 - (i) The offeror's approaches to recruit, train, and maintain its workforce, including interim fluctuations in workload (eg. Overtime).

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- (ii) The source of personnel – offeror’s existing employees, subcontractors’ existing employees, new hires, other sources, etc.
- (9) 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.
- (b) Key Personnel. The offeror shall propose individuals for the following four key personnel functional positions. These positions will be for Program Manager, Operations Manager, Training Manager, Environmental Safety, Health & Quality Assurance Manager. These positions are deemed essential to the successful performance of the contract and 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.
- (1) 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 functional positions designated in the previous paragraph.
- (2) The offeror shall confirm the availability of the key personnel as being full-time assigned to the contract. Key Personnel shall be physically located in the SRS local commuting area.
- (3) Failure to propose individuals for the four designated key personnel positions and confirm the availability of all key personnel as being assigned full-time and physically located within the SRS local commuting area may make the proposal ineligible for award.
- (4) 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, including leadership and other accomplishments, in performing work scope similar to the work to be performed in their proposed position;
 - (ii) Education, specialized training, and certifications that support the individual’s qualifications and suitability for the proposed position, and security clearance (level and status); and,
 - (iii) At least three (3) references having direct knowledge of the qualifications of the proposed key person

- (5) 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.
- (6) Letter of commitment. A letter of commitment shall be submitted for each individual proposed as a key person. Failure to submit a letter of commitment may adversely affect the Government's evaluation of the proposal. Each key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the date the Notice to Proceed is issued for the 60-day Transition Period for a period of two years. The letter of commitment shall state, as follows:

"I hereby certify that the resume submitted as part of the proposal is true and correct, and _____ (insert name of individual proposed) will accept the proposed position of _____ (insert name of proposed position) if _____ (insert name of offeror) receives the award and will perform in the proposed position for minimum of 2 years beginning on the date the Notice to Proceed is issued for the 60-day Transition Period. I also hereby certify that I will be assigned full-time to the contract and will be physically located in the local SRS area."

L.21 DOE-L-2010 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – PAST PERFORMANCE (OCT 2015)

(The Past Performance section shall include the Attachment L-3, Past Performance Reference Information Form, which is limited to seven pages per contract or project; Attachment L-5, List of Contracts Terminated for Default or Convenience, which has no page limit, Attachment L-12, Work Performance Matrix, which has no page limit, Attachment L-13, List of DOE Contracts, which has no page limit, and the Past Performance Consent Statement, which has no page limit. Only one completed Attachment L-3, Past Performance Reference Information Form shall be submitted for each contract or project to support the Past Performance factors.

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, to include all members of a teaming arrangement, as defined by FAR 9.601(1), shall provide information on contracts that are most similar in terms of scope, size, and complexity to the solicited work that are currently being performed and/or for contracts that were completed within the last three years from the final solicitation issuance date. Similar scope, size, and complexity are defined as follows: scope – type of work (e.g., work as identified in the PWS); size – dollar value (approximate average annual value) and contract duration; and complexity – performance challenges and risk (e.g., managing a multi-

disciplined work force, labor disputes and actions; changes in the technology available for contract performance; scarcity of qualified labor; changes in the security threat profile).

- (b) Major subcontractor past performance. In addition to the offeror's information on relevant past performance, the offeror shall provide information on the record of relevant past performance for any proposed major subcontractor(s) as defined in Section L.16(a)(2). The contracts submitted shall be current and/or were completed within the last three years from the final solicitation issuance date.
- (c) Newly formed entity and predecessor companies. If the offeror or major subcontractor(s) is a newly formed entity with no record of past performance, the offeror or major subcontractor(s) may provide past performance information for its parent organization(s) or the member organizations in a joint venture, LLC, or other similar or affiliated companies, provided the offeror's proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent or affiliate will have meaningful involvement in contract performance. Meaningful involvement means the parent, member or affiliate will provide material, supplies, equipment, personnel or other tangible assets to contract performance. If a common parent company is used to establish the nexus between the Offeror and an affiliated company, the Offeror must demonstrate how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company. The offeror and major subcontractors, whether or not they are newly formed entities, may also provide past performance information on predecessor companies that existed prior to any mergers or acquisitions, where the Offeror's proposal demonstrates such performance reasonably can be predictive of the Offeror's performance. The offeror shall include this information within the Attachment L-3, Past Performance Reference Information Form.
- (d) Work to be performed. The past performance information provided for the offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall describe its relevancy to the proposed acquisition and to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the PWS, the work to be performed by each entity, and the past performance of that entity. Each discrete contract provided must be attributed to a specific entity or member of a teaming arrangement as defined in FAR 9.601(1). The offeror shall complete Attachment L-12, *Work Performance Matrix* for the prime offeror (to include all members of a teaming arrangement, as defined in FAR 9.601(1)) and each major subcontractor with the percentage of work that each will perform in each PWS area.) The Offeror shall also ensure the completed Attachment L-7 information provided is consistent with the Attachment L-3, *Past Performance Reference Information Form*.
- (e) Contracts information. The offeror, to include all members of a teaming arrangement as defined in FAR 9.601(1), shall provide past performance information on up to three contracts per member, and up to three contracts, for each proposed major subcontractor(s). The offeror shall only provide past performance information for

contracts that are currently being performed and/or for contracts that were completed within the last three years from the final solicitation issuance date. The past performance information shall be provided on the Attachment L-3, Past Performance Reference Information Form.

- (1) Contracts. Contracts may be, but are not limited to, contracts, task orders, delivery orders or other legal agreements with federal, state, local and foreign Governments and/or with commercial customers.
 - (2) Performance information. The offeror shall identify performance challenges and provide information on problems encountered in the performance of the reference contract and actions initiated to address these matters, and the effect the actions taken had on the performance of the contract. Examples of problems that may be addressed, as appropriate, include, but are not limited to, serious injuries or fatalities, regulatory violations resulting from environmental non-compliance, late deliveries, and cost overruns. In addition, the offeror may describe any recognized accomplishments the offeror has received on the reference contract. For the reference contract, the offeror shall also identify the Occupational Safety and Health Administration (OSHA) safety statistics (e.g., Days Away, Restricted or Transferred (DART) and Total Recordable Case (TRC) rates), as well as any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website (<https://energy.gov/ea/information-center/enforcement-infocenter>) along with any corrective actions taken to resolve those problems and the effect the actions taken had on the performance of the contract. The offeror shall include this information within the Attachment L-3, *Past Performance Reference Information Form*. The offeror shall provide information on cited safety and health violations and on accidents with injuries and/or fatalities that have occurred within the last five (5) years while the offeror, its predecessor companies, parent or holding companies (if relevant), all teaming participants, and/or any of its major subcontractors were responsible for providing security services. The offeror shall report injuries for both armed and unarmed employees. This information should explain the circumstances, including the work being performed, determination of fault, corrective action, if any, and any other information pertinent to the matter. Examples of problems that may be addressed, as appropriate, include serious injuries or fatalities, regulatory violations resulting from environmental non-compliance. Information provided on accidents shall not count towards the page limit.
- (f) Terminated contracts. The Offeror shall provide a listing in Attachment L-5, *List of Contracts Terminated for Default or Convenience* of any contracts of the Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), that were terminated, including the reasons therefore, within the past three years from the final solicitation issuance date. This listing of terminated contracts is not limited to only those contracts contained in the Attachment L-3 *Past Performance Reference*

Information Form. If there are no terminated contracts to report, Attachment L-5, *List of Contracts Terminated for Default or Convenience*, shall be submitted with a blank table, along with a note indicating that there are no terminated contracts within the time period specified in the solicitation.

- (g) Reserved
- (h) Past Performance Questionnaire. The Offeror shall provide the Past Performance Questionnaire contained in Attachment L-4, *Past Performance Cover Letter* and Questionnaire to the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office for completion for those contracts for which the Attachment L-3, *Offeror Past Performance Reference Information Form*, is provided. The Offeror shall request that clients return the Past Performance Questionnaire directly to DOE by mail or electronic means to the address identified below no later than two weeks prior to the date for receipt of proposals.
- (1) U.S. Department of Energy
Attention: Jordan Rhoades
FedEx® Address: Road 2 Building 730-B
City/State/Zip: Aiken, SC 29808
Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY. RFP NO. 89303318REM000015
E-mail: jordan.rhoades@srs.gov
Phone: 803-952-6419
- (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/close at hand information. The Government may contact any or all of the references provided in the Past Performance Reference Information Forms. The Government may also obtain past performance information from sources other than those provided by the offeror. This may include, but is not limited to, commercial and Government clients, Government records, regulatory agencies, and Government databases. The Government may also consider “close at hand information” (i.e., information relating to the same or similar services with the same procuring activity, or information personally known to the evaluators). The Government will only consider information for work determined to be at least somewhat relevant to the acquisition in terms of its similarity in scope, size, and complexity, as defined above in paragraph (a), and within the timeframe specified, as defined above in paragraph (e). All members of a Contractor’s Teaming Arrangement, as defined in FAR 9.601(1) on a past performance contract, will be evaluated the same as its partner(s) (therefore the Government will not apportion past performance differently amongst the partners), as each entity is considered to be responsible for overall performance of the ongoing or prior contract.
- (j) List of DOE Contracts. The offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall provide a listing on Attachment L-13, *List of DOE Contracts*, of all DOE prime contracts (including National Nuclear

Security Administration) currently being performed and/or for contracts that were completed within the last three years from the final solicitation issuance date. This includes contracts for which the offeror or major subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime contractor to DOE.

- (k) Past Performance Consent Statement. As past performance information is proprietary source selection information, by default, the Government can only discuss past performance information directly with the prospective prime contractor, team member or subcontractor that is being reviewed. If there is a problem with a proposed subcontractor's or team member's past performance, the prime can be notified of a problem, but no details will be discussed without the team member's/subcontractor's permission. Therefore, the Government is requesting the following consent statement be completed, as applicable, by all proposed members of a teaming arrangement as defined in FAR 9.601(1), and all major subcontractors, by checking the appropriate "provide consent" or "do not provide consent" box, as well as providing all other requested information.

Dear (Contracting Officer),

We are currently participating as a [teaming member/major subcontractor] with [name of Offeror providing proposal] in responding to the Department of Energy, RFP 89303318REM000015 for the Savannah River Site Operations (Post FY 2018) Contract

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

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

Company Name:

Address:

Email:

Phone:

L.22 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.3, Contract Cost and Fee, Table B.3-2 Contract Cost and Fee, and Section B.2, DOE-B-2002 Cost Plus Award Fee Contract: Total Estimated Cost and Award Fee (OCT 2014).

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, Attachments L-7 Consolidated Direct Cost Schedules - Excluding Prescribed Personnel Labor and L-7a Consolidated Direct Cost Schedules – Prescribed Personnel provided in the cost proposal exhibits. Offerors shall fully prepare Attachments L-6, L-7 and L-7a, at the level of detail indicated in the Attachments and related instructions.

As part of the proposal submittal, the Offeror shall provide its estimating flat file supporting its proposed costs submitted in Attachments L-6, L-7, and L-7a. The Offeror shall use the format prescribed in Attachment L-14 Estimating Flat File. The submission of the Estimating Flat File will allow expedited cost information reviews and informational cross cutting of data between CLINS, cost elements, contract periods etc.

- (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 use all of the cost assumptions when preparing the cost proposal.
- (d) For proposal preparation purpose, the offeror shall assume a Transition Period of August 1, 2019 through September 30, 2019. The offeror shall assume full responsibility for the performance of all other contract requirements on October 1, 2019. Proposed costs shall be on a Government Fiscal Year basis from October 1 to September 30. The period of performance extends through July 31, 2029, including the option periods. The offeror shall propose cost for each year and in total corresponding to the costs for performing the PWS.
- (e) For proposal preparation purposes, offers shall use the anticipated funding provided in the ‘Contract Funding Profile (in \$M) Table. The \$1,286M Estimated Funding Total excludes the IDIQ maximum value:

Contract Funding Profile (in \$M)	
Gov’t Fiscal Year	Funding Profile
FY19 (Transition)	\$0.2M
FY20	\$111.5M

FY21	\$115.7M
FY22	\$119.8M
FY23	\$123.9M
FY24 (10 months)	\$106.9M
Base Period Total	\$577.8M
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FY24 (2 months)	\$21.4M
FY25	\$132.7M
FY26	\$137.4M
FY27 (10 months)	\$118.5M
Option Period 1 Total	\$410.0M
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FY27 (2 months)	\$23.7M
FY28	\$147.2M
FY29 (10 months)	\$126.9M
Option Period 2 Total	\$297.8M
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Contract Total	\$1,285.8M

The provided anticipated funding profile represents the government's estimate of the future funding as of the date of the solicitation. This anticipated 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 funding profile. Available funds depend on Congressional appropriations and priorities within the DOE. The provided anticipated funding profile covers the total estimated cost and fee described in Section B (excluding the maximum value of the IDIQ CLINs).

- (f) Proposed Schedule. The offeror shall provide the hard copy and working file of a resource loaded schedule 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 Attachments L-6, L-7 and L-7a. The schedule shall be fully traceable to Volume II, Technical and Management Proposal.

- (g) Offeror and Major Subcontractors (including Joint Venture Partners). The offeror's cost proposal shall identify the scope and proposed costs for the offeror and each major subcontractor/joint venture and require the offeror and major subcontractors/joint venture partners to provide the detail required in (h) through (o) of this section. For major subcontractors/joint venture partners, a cost proposal shall be provided within the Volume III submission and be reconciled to the offeror's proposed costs and be consistent with the offeror's Technical and Management Proposal, and fully supported. It is acceptable for major subcontractors/joint venture partners to submit sealed envelopes with proprietary data within the prime offeror paper copies containing a separate set of cost worksheets, Section L, Attachment L-6, L-7, and L-7a.

- (h) Offeror Proposed Cost.

The Offeror Proposed Cost instructions contain specific instructions related to “Prescribed” and “Non-Prescribed” personnel. The services at the SRS must be performed in accordance with existing approved plans and procedures. The plans and procedures mandate specific resource levels to perform certain PF activities in particular areas of the site. These specified resources are referred to throughout the instructions as “Prescribed”, while the remaining resources are referred to as “Non-Prescribed”.

(1) “Prescribed” and “Non-Prescribed”

“Prescribed”: The PF activities performed by “prescribed” personnel are directly associated with the following areas and facilities, and/or have a related pursuit, recapture, recovery mission:

- 100 K Material Storage
- 100 L Storage Area
- 200 H Chemical Separations Area
- Consolidated Tritium Facilities
- SRNL

The Offeror does not have flexibility to add or remove “prescribed” personnel, or reassign the “prescribed” positions to other sections of the PWS from those shown in Table L.1.

“Non-Prescribed”: All other activities and requirements that are not associated with the areas and facilities identified above are considered to be performed by “non-prescribed” personnel. The “non-prescribed” personnel positions are currently performing the following required activities as described in the Statement of Work:

- Maintenance of ground vehicles, helicopters, weapons, target systems, radios, range towers and loudspeakers
- Maintenance of Central Alarm Stations
- Control, distribution (movement) and storage of ammunition and explosives
- Explosive Ordnance Disposal team
- Environmental, Safety, Health and Quality Assurance functions
- Performance Testing and Quality Control.
- Public Affairs and information release to the media
- Project Management Control of Construction
- Locksmith services
- Protective Force (PF) training both weapons and tactical
- Administrative functions such as Accounting, Contracting, Purchasing, Human Resources, Secretarial Support

The Offeror has flexibility to allocate the “non-prescribed” positions to other sections of the PWS from those shown in Table L.1 as they deem appropriate, or increase or decrease the number of “non-prescribed” FTEs as necessary to implement the proposed technical approach. Proposed “non-prescribed” workforce shall reconcile to the offeror’s technical approach.

The required “prescribed” personnel FTE amounts and the current actual “non-prescribed” personnel FTE amounts, as of December 31, 2018, are listed in Table L.1 below.

Table L.1 - “Prescribed” & “Non-Prescribed” FTEs

PWS/WBS Section	“Prescribed” FTEs	Description of “Prescribed” FTEs	“Non-Prescribed” FTEs	Total by PWS/WBS Section
C.1.1 Perimeter Protection	88	5 Security Officer 31 SPO I FP 31 SPO I 3 SPO I FP Sgt. 11 SPO I Lieutenant 1 SPO I Captain 1 Major 5 Operations Security Specialist	31	119
C.1.2 Communications, Command and Alarm Centers	47	27 SPO-I FP CAS Specialist 5 LE Dispatcher 5 Plantwide Alternative Alarm Center (PACC) Specialist 5 PACC Supervisors 5 Savannah River Site Operations Center (SRSOC) Specialist	4	51
C.1.3.1 Law Enforcement and Criminal Investigations	35	19 SPO-I (LE Constable) 5 SPO I LE LT 1 SPO I LE Training LT 1 LE Captain 1 Lead Investigator 2 Criminal Investigator 5 Operations Security Specialist 1 LE Manager/Chief	2	37
C.1.3.2 Canine Operations	14	12 SPO-I K9 Handler 1 K-9 Sergeant 1 K-9 Supervi/Capt	0	14
C.1.4 Facilities Protection	201	77 SPO-I 12 SPO I Lieutenant 83 SPO-II 10 SPO II Lieutenant 2 Captain 5 Site Commander Captains 2 Major 10 Operations Security Specialist	13	214
C.1.5.1 Special Response Team	68	37 SPO-III 18 SPO-III Sergeant	1	69

PWS/WBS Section	"Prescribed" FTEs	Description of "Prescribed" FTEs		"Non-Prescribed" FTEs	Total by PWS/WBS Section
		6 1 1 5	SPO-III Lieutenant SPO-III Captain Major Operations Security Specialist		
C.1.5.2 RCB Response Capabilities	0	0		1	1
C.1.5.3 Explosive Response	0	0		1	1
C.1.5.4 Aviation Operations	14	7 1 1 1 1 1 2	Pilot Safety Pilot Asst. Chief Pilot Chief Pilot Manager Chief Mechanic Mechanic	1	15
C.1.6 Material Transportation Security and Coordination	2	1 1	Shipment Coordinator Special Nuclear Material (SNM) Shipment Coordinator	0	2
C.1.7.1 Force Requirements	0	0		2	2
C.1.7.2 Planning and Development	0	0		4	4
C.1.7.3 Weapons Instruction and Qualification	0	0		23	23
C.1.7.4 Physical Fitness Readiness	0	0		3	3
C.1.7.5 Training Program Accreditation and Certification	0	0		3	3
C.1.7.6 Site-Wide Active Shooter Training	0	0		0	0
C.2.1.1 DOE SR Security Clearances/Site Access Authorization Support	0	0		21	21
C.2.1.2 DOE-SR HSPD-12 Program Support	0	0		1	1
C.2.1.3 DOE-SR HRP Program Support	0	0		2	2
C.2.1.4 DOE-SR FOC/FCL Program Support	0	0		1	1
C.2.1.5 DOE-SR OPSEC & Safeguard Security and Awareness Program Support	0	0		1	1
C.2.1.6 DOE-SR Foreign Visits and Assignments Program Support	0	0		1	1

PWS/WBS Section	"Prescribed" FTEs	Description of "Prescribed" FTEs	"Non-Prescribed" FTEs	Total by PWS/WBS Section
C.3 Information Resource Management & Cyber Security Services	0	0	9	9
C.4.1 Contract Administration	0	0	24	24
C.4.2 Environmental, Safety, Health & Quality Assurance	0	0	16	16
C.4.3 Performance Assurance	0	0	8	8
C.4.4 Equipment Maintenance	0	0	5	5
C.4.5 Logistical Support	0	0	5	5
C.4.6 Planning, Analysis and Program Support	0	0	16	16
C.4.7 Design/Engineering Services	0	0	5	5
C.4.8 Emergency Management	0	0	2	2
C.4.9 Public Information and External Affairs	0	0	2	2
C.4.10 Reports and Records	0	0	3	3
C.4.11 Interfaces with Site Users	0	0	1	1
TOTAL FTEs	469		212	681

- (2) 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 Fuel, Oil, Gas and Maintenance (FOGM)), major subcontractor including joint venture partners (shall be individually estimated and provided for by major cost elements as described in this paragraph), other subcontract cost, personal protective equipment (PPE), supplies, sales 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.

Attachment L-7a includes proposed labor for Prescribed Personnel only. Attachment L-7 includes labor for Non-Prescribed personnel only and non-labor costs for Prescribed and Non-Prescribed Personnel. Attachment L-6 includes total costs (labor and non-labor) for both Prescribed and Non-Prescribed Personnel.

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- (3) Labor Rates. The offeror shall complete the labor worksheets in the Section L, Attachments L-7 and L-7a, to provide the proposed direct labor rates by labor category for the entire period of performance by FY reconciling to the proposed amounts included in Attachment L-6. For informational purposes, historical FY 2019 labor rates (regular and overtime) have been provided in Attachment L-11, Labor Rates, FTEs, and Other Cost Info. The offeror has the ability to propose its own direct labor rates, consistent with the terms and conditions of the solicitation, applicable law, including 4(c) of the Service Contract Labor Standards statute codified at 41 USC Chapter 67 (formerly Service Contract Act), as applicable. Offerors are not required to use the provided historical labor rate information. Offerors are to consider the Contractor Human Resource Management (CHRM) Clauses in Section H of this RFP (specifically H.4 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES INCLUDING THROUGH PERIOD OF PERFORMANCE and H.5 DOE-H-2001 EMPLOYEE COMPENSATION: PAY AND BENEFITS (OCT 2017) (REVISED)). If the offeror requires “non-prescribed” labor categories in addition to the “non-prescribed” 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.
- (4) Direct Labor Hours. For the “prescribed” personnel, Section L, Attachment L-7a includes the labor categories and labor hours (regular and overtime) by PWS and WBS in total for the entire period and by fiscal year based on the FTE amounts provided in Attachment L-11 and Table L.1. For the “non-prescribed” labor, the offeror shall complete Section L, 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 informational purposes, Attachment L-11 provides the current breakdown of the 204 “non-prescribed” personnel by labor category. For proposal preparation purposes, a full time equivalent (FTE) is defined as 1,880 hours/year. The 1,880 hours/year is based on 2,080 annual hours less 200 hours for vacation, sick, and holiday.
- (5) Fringe Benefits. The historical fringe benefit rate for site personnel is provided in Attachment L-11 (Fringe Benefit tab). The provided fringe benefit rate is a combined rate as it covers 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) for the “prescribed” and “non-prescribed” personnel including collective bargaining agreement and non-collective bargaining agreement personnel. Offerors are not required to use the provided historical fringe benefit rate. However, for the workforce eligible for employment under the Workforce Transition and Employee Hiring Preferences clause (Clause H.4), the offeror’s should consider the requirements of Clauses H.4 and H.5 when developing the proposed fringe benefit rates. The offeror shall provide sufficient documentation to support the proposed fringe benefit rates

when not using the DOE's historical provided fringe rate. In addition, the offeror shall provide a separate overtime fringe rate, to account for the incremental fringe benefit expense associated with overtime labor costs. The offeror shall provide sufficient documentation to support the proposed overtime fringe benefit rate.

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.

- (6) 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. For informational purposes, historical FY 2019 Other than Direct Labor Costs have been provided in Attachment L-11, Labor Rates, FTEs, and Other Cost Info, on the "Other Costs" tab.
- (7) Indirect Rates Other Than Fringe Benefits. The offeror shall provide a contractually binding statement (to be incorporated into the contract), as part of the Offer in Volume I, stating the proposed overhead and G&A rates (including any and all joint venture partners and Corporate Home Office Allocations) for each contract period are ceiling rates and will extend for the life of this Contract (even if the Offeror does not have the two identified indirect rates). The offeror shall provide a detailed estimate for each proposed indirect rate 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.
- (8) 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 (to be incorporated into the contract) 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) 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 may propose the following allowances or factors as part of its proposal if consistent with the offeror's estimating practices and supportable: small tools; fuel, oil, gas, and maintenance (FOGM); laundry services; personal protective equipment (PPE); office supplies; and consumables. For any proposed allowances or factors, the offeror shall submit information to explain the use of any judgmental factors and mathematical or other methods used in the proposal, including those used in projecting from known or basis data, in order to thoroughly provide the bases for the proposed pricing.

The 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).

- (10) Escalation. The offeror shall provide a table of proposed escalation rates, identifying the proposed escalation rates by cost category for each year of the contract.

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- (i) DOE or its cognizant audit entity may request additional supporting information for purposes of clarification in evaluating cost.
 - (j) 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) prescribed 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.
 - (k) 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 Section L, Attachment L-9.

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- (l) 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 two 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.

- (m) 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.

- (n) The offeror shall not propose any Government Furnished Services/Items (GFS&I) that are listed in Section J, Attachment J-5, or any GFS&I in addition to that listed on J-5.

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

L.23 DEAR 952.204-73 FACILITY CLEARANCE (AUG 2016)

Notices

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and 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's organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the Contractor must submit the Standard Form 328, Certificate Pertaining to Foreign Interests, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package. The Contractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format directed by DOE. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.
- (2) Information submitted by the offeror in response to the 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;

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- (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: RESERVED

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 regarding the relevant experience, including leadership and other accomplishments, in performing work scope similar to the work to be performed in their proposed position. Identify specific examples of demonstrated leadership as opposed to just leadership positions held. Describe how work experience relates to Savannah River Site Paramilitary Security Services project issues and capability to function effectively in the proposed Savannah River Site Paramilitary Security Services team position.)

Education: Specialized training, and certifications that support the individual's qualifications and suitability for the proposed position: (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: PAST PERFORMANCE 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 Approximate Average Annual 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 Security Services Contract:	

<p>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>:</p>	
<p>16. Scope Company (identified in #2) is proposed to perform on the Security Services Contract. List applicable PWS elements:</p>	
<p>17. Scope Company (identified in #2) performed on reference contract/project (demonstrate relevancy in scope to work company identified in #2 is proposed to perform):</p>	
<p>18. Complexity Company (identified in #2) is proposed to perform on the Security Services Contract:</p>	
<p>19. Complexity of work Company (identified in #2) performed on referenced contract/project:</p>	
<p>20. Provide information on problems encountered on the contract/projects identified above and corrective actions taken to resolve those problems:</p>	
<p>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.</p>	
<p>22. Describe any recognized accomplishments the company identified in #4 has received on the reference Contract:</p>	
<p>23. 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 Calendar Year (CY) for CY 2016-2018.</p>	
<p>24. For the Reference Contract, Identify any DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments (EA) website (https://www.energy.gov/ea/information-center/enforcement-infocenter) within the last three (3) years from the original solicitation issuance date and corrective actions taken to resolve those problems:</p>	

25. Was the reference contract awarded to an affiliated company of the entity for which the L-3 form is being submitted (identified in #2)? (Yes/No)

If “Yes”, the Offeror shall describe the resources of the parent, member, or affiliated company that will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance.

If a common parent company is being used to establish the nexus between the Offeror and an affiliated company, then the Offeror must describe how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company.

If the Offeror identifies past performance information for predecessor companies that existed prior to any mergers or acquisitions, the Offeror shall demonstrate such performance reasonably can be predictive of the Offeror’s performance.

Note: The offeror may amend the format for Attachment L-3, *Past Performance Reference Information Form*, as long as the exact information, font and size, and page limitations are followed. Also, the information contained in the Offeror’s submitted L-3 forms shall be consistent with the information contained in other sections of the Volume II proposal.

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. 89303318REM000015 Paramilitary Security 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: SRSSecurity@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. Matthew Carpenter
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.

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

C. ASSESSMENT AREAS:

1. Quality of Product or Service

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

Exceptional Very Good Satisfactory Marginal Unsatisfactory Not Applicable Do Not Know

Supporting Narrative:

2. Schedule Compliance

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

Exceptional Very Good Satisfactory Marginal Unsatisfactory Not Applicable Do Not Know

Supporting Narrative:

3. Cost Control

Example: How well did the Contractor control its costs?

Exceptional Very Good Satisfactory Marginal Unsatisfactory Not Applicable Do Not Know

Supporting Narrative:

4. Business Relations

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

Exceptional Very Good Satisfactory Marginal Unsatisfactory Not Applicable Do Not Know

Supporting Narrative:

5. Management of Key Personnel/Staffing

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

Exceptional Very Good Satisfactory Marginal Unsatisfactory Not Applicable Do Not Know

Supporting Narrative:

6. Utilization of Small Business

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

Exceptional Very Good Satisfactory Marginal Unsatisfactory Not Applicable Do Not Know

Supporting Narrative:

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

Additional Comments:

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**ATTACHMENT L-5: 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 last three years from the final solicitation issuance date. Additionally, explanatory information may be provided below the table for each contract terminated for default or convenience.

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ATTACHMENT L-6: COST PROPOSAL WORKSHEETS

See procurement website

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

**ATTACHMENT L-7: CONSOLIDATED DIRECT COST SCHEDULE (EXCLUDING
PRESCRIBED PERSONNEL LABOR)**

See procurement website

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

**ATTACHMENT L-7a: CONSOLIDATED DIRECT COST SCHEDULE (PRESCRIBED
PERSONNEL)**

See procurement website

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-8: ASSUMPTIONS

PWS	Description	Assumptions
C.0.4	Contract Transition Period Cost	For proposal preparation purposes, the offeror shall assume that DOE will provide sufficient office space on site for the Contractor's staff for the transition period, as well as access to the site telephone infrastructure and up to 12 computers with accessibility to the site network.
C.1.2	Communication, Command and Alarm Centers	Installation of the Argus Security System will continue until all relevant security areas have been upgraded.
C.1.5.4	Aviation Operations	It is not anticipated that the security helicopters will be replaced during the contract period of performance.
C.2.1.3	DOE-SR HRP Program Support	For proposal preparation purposes, the offeror shall assume that all PF personnel are HRP qualified.
General	General	It is anticipated that the security posture (Property Protection Area) for the Mixed Fuel Fabrication Facility will remain unchanged during the contract period.
General	General	It is anticipated that SRS will maintain its current physical boundary of 310 square miles.
General	General	It is anticipated that the security clearance process will take up to 18 months to receive Q clearances.

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 31, 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.
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? 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.

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-10: RESERVED

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-11: LABOR RATE, FTE AND OTHER COST INFORMATION

See procurement website

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-13: LIST OF DOE CONTRACTS

Instructions: The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall provide a listing on Attachment L-6 of all DOE prime contracts (including NNSA) currently being performed and/or for contracts that were completed within the last three years from the final solicitation issuance date. This includes contracts for which the Offeror or major subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime Contractor to DOE.

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

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

ATTACHMENT L-14: ESTIMATING FLAT FILE

See procurement website