

PART IV — REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

TABLE OF CONTENTS

L.1	FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	1
L.2	FAR 52.216-1 TYPE OF CONTRACT (APR 1984)	1
L.3	DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL (OCT 2015) Alternate I and Alternate II (OCT 2015)	2
L.4	DOE-L-2002 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME I – OFFER AND OTHER DOCUMENTS (OCT 2015) ALTERNATES II AND VI (OCT 2015)	6
L.5	DEAR 952.204-73 Facility Clearance (Aug 2016) (DEVIATION)	10
L.6	DOE-L-2003 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL AND MANAGEMENT PROPOSAL – GENERAL (OCT 2015)	10
L.7	DOE-L-2006 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – ORGANIZATION AND STAFFING APPROACH (OCT 2015)	11
L.8	DOE-L-2010 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – PAST PERFORMANCE (OCT 2015)	14
L.9	PROPOSAL PREPARATION INSTRUCTIONS, VOLUME III –PRICE PROPOSAL	16
L.10	DOE-L-2014 DATE, TIME, AND PLACE OFFERS ARE DUE (OCT 2015)	20
L.11	DOE-L-2016 NUMBER OF AWARDS (OCT 2015)	20
L.12	DOE-L-2017 EXPENSES RELATED TO OFFEROR SUBMISSIONS (OCT 2015)	20
L.13	INSTRUCTIONS REGARDING NON-PUBLIC GOVERNMENT INFORMATION/SOURCE SELECTION INFORMATION	20
L.14	DOE-L-2021 GUIDANCE FOR PROSPECTIVE OFFERORS - IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS (OCT 2015)	20
L.15	DOE-L-2022 ALTERNATE BID/PROPOSAL INFORMATION – NONE (OCT 2015)	21
L.16	DOE-L-2025 INTENTION TO BID/PROPOSE (OCT 2015)	21
L.17	DOE-L-2026 SERVICE OF PROTEST (OCT 2015) / 52.233-2 SERVICE OF PROTEST (SEP 2006) (AS MODIFIED BY DEAR 952.233-2 SERVICE OF PROTEST)	21

L.18 DOE-L-2027 NOTICE OF PROTEST FILE AVAILABILITY (OCT 2015)22
L.19 DOE-L-2028 AGENCY PROTEST REVIEW (OCT 2015).....22
L.20 CONTACTS REGARDING FUTURE EMPLOYMENT22
L.21 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION22
SECTION L ATTACHMENTS23

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

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

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

PROVISION NUMBER	FAR/DEAR REFERENCE	PROVISION TITLE (DATE)
L.1.1	FAR 52.204-7	System For Award Management (OCT 2016)
L.1.2	FAR 52.204-16	Commercial and Government Entity Code Reporting (AUG 2020)
L.1.3	FAR 52.214-34	Submission of Offers in the English Language (APR 1991)
L.1.4	FAR 52.214-35	Submission of Offers in U.S. Currency (APR 1991)
L.1.5	FAR 52.215-1	Instructions To Offerors - Competitive Acquisition (JAN 2017)
L.1.6	FAR 52.215-16	Facilities Capital Cost of Money (JUN 2003)
L.1.7	FAR 52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (OCT 2010); Alternate 1V (OCT 2010)
L.1.8	FAR 52.215-22	Limitations on Pass-Through Charges - Identification Of Subcontract Effort (OCT 2009)
L.1.9	FAR 52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements--Non-Commercial Item Acquisition With Adequate Price Competition (FEB 2007)
L.1.10	FAR 52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
L.1.11	FAR 52.237-1	Site Visit (APR 1984)
L.1.12	DEAR 952.233-4	Notice of Protest File Availability (AUG 2009)
L.1.13	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 an Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract resulting from this solicitation, under which Firm-Fixed-Price (FFP) or Time-and-Materials task orders may be issued resulting from this solicitation.

L.3 DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL (OCT 2015) Alternate I and Alternate II (OCT 2015) (Revised)

- (a) Offeror. The term “Offeror,” as used in this Section L, refers to the single entity submitting the proposal. The Offeror may be a single corporation or a “contractor team arrangement” as defined in FAR 9.601(1), for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. The Offeror may be an existing or newly-formed business entity for the purposes of competing for any contract resulting from this solicitation. If the Offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals.
- (b) Availability of the solicitation, amendments, and other documents – electronic media.
 - (1) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used and will be the sole method for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at: <https://www.fedconnect.net>. This electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties will need to maintain continual surveillance of this 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.
- (c) The solicitation, amendments, reference documents, drawings, specifications, other documents and other communications are also available through the procurement website at: <http://www.emcbc.doe.gov/SEB/cbfo-tac/>.
- (d) 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. It is imperative that the Offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than the date and time specified in Standard Form 33, *Solicitation, Offer and Award*, in Section A of this solicitation.

Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the Offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its website. Subcontractor submissions of proprietary information may provide a password protected document file to the prime and share the password with the CO. The subcontractor proposal must adhere to the proposal due date/time in the solicitation and be submitted by the prime Offeror via FedConnect.

- (3) Electronic submission of the proposal via FedConnect shall be considered the Offeror's official offer and will be considered binding.
 - (4) Physical copies of the proposal (paper or USB drive) are not desired and will not be accepted.
- (e) Solicitation instructions and proposal information.
- (1) Proposals are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless set forth in the proposal. This applies even if the Offeror has existing contracts with the Federal Government, including the Department of Energy.
 - (2) These instructions are not evaluation factors. Evaluation factors are set out in Section M, *Evaluation Factors for Award*, of this solicitation. However, failure to provide the requested information may make an Offeror ineligible for award or adversely affect the Government's evaluation of an Offeror's proposal. In addition, a proposal will be eliminated from further consideration before the initial rating if the proposal is deficient as to be totally unacceptable on its face. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the material requirements of the solicitation, or if it does not substantially and materially comply with the proposal preparation instructions of this solicitation. Cursory responses or responses which merely repeat or reformulate the solicitation will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.
- (f) Proposal volumes and page limitations.
- (1) The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:
 - (i) Volume I, Offer and Other Documents – No page limit.

- (ii) Volume II, Technical and Management Proposal – See page limitations identified below for each factor.
 - (iii) Volume III, Cost/Price Proposal – No page limit.
- (2) All attachments, annexes, and appendices shall be counted toward the page limits set forth below for Volume II, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, and blank pages. Those pages that exceed the limits set forth below for Volume II 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) Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All cost and pricing information shall be submitted and addressed only in Volume III, Cost/Price Proposal, unless otherwise specified.
- (g) Proposal specifications.
- (1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.
 - (2) Page size. Page size shall be 8½ x 11 inches for text pages. When 8½ x 11 inch pages contain text on both front and back, this is considered two pages. Page size for large tables, charts, graphs, diagrams, design drawings, or other schematics shall not exceed 11 x 17 inches. In addition, tables of contents, lists of figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page.
 - (3) Print type. Text shall be 12 point or larger, single-spaced, using Times New Roman font type, including paragraph text in the Section L attachments. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 10 point or larger using Times New Roman font type. Bold and italics are acceptable, and narrow is not acceptable.
 - (4) Page margins. Page margins for text pages shall be a minimum of one inch at the top, bottom, and each side. Tabloid pages may only be used for graphics, spreadsheets, and large tables. Paragraphs of text and section heading are not allowed on 11 x 17's. Each 11 x 17 page shall count as two pages. 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.

- (5) Page numbering. All pages shall be sequentially numbered by volume.
- (6) File format. Files submitted shall be readable and searchable using Microsoft® Word®, Excel®, or Adobe® portable document format file (PDF) (must be in a searchable format, not scanned) except the following specific Volume III files:
 - (i) Financial statements and Annual Reports shall be submitted in PDF (portable document format files are required).
 - (ii) Any proprietary software utilized in preparation of proposal information shall be provided along with licenses required to allow operation of the proprietary software. Any files provided in accordance with this section shall be in the native format.
 - (iii) Cost and Fee Proposal tables shall be organized and submitted in native file format.
 - (iv) The proposed schedule shall be submitted as a Primavera P6, “XER” file type.
 - (v) The files shall not be password protected or contain other security restraints unless access information is also provided.
- (h) Classified Information. The Offeror shall not provide any classified information in response to this solicitation.
- (i) Questions.
 - (1) Questions regarding this solicitation must be submitted to cbfo-tac@emcbc.doe.gov no later than 7 (seven) calendar days after issuance of the requests for proposals. 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 the questions. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted to the procurement website as soon as practicable. 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 via email to cbfo-tac@emcbc.doe.gov.
- (j) 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.
- (k) 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.

- (l) 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.
- (m) 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, List of Documents, Exhibits and Other Attachments; and Part IV, Section K - Representations, Certifications, and Other Statements of Offerors. Section K will be incorporated into the contract by reference.
- (n) 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. Part IV, Section K will be incorporated into the contract by reference.

L.4 DOE-L-2002 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME I – OFFER AND OTHER DOCUMENTS (OCT 2015) ALTERNATES II AND VI (OCT 2015)

- (a) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill-in information in a contract clause, the Offeror shall submit only those pages that require input of information or a signature.

Fill-ins are generally marked “To Be Proposed (TBP)” or “Offeror fill-in;” however, Offerors are responsible for ensuring all required fill-ins are completed with proposal submission (even if not overtly identified as TBP or offeror fill-in). Those specific areas include, but are not limited to:

- (1) Section B.2, Contact Line Item Structure [Tables B.2(2), Total Contract Value and B.2(3), IDIQ Schedule of Fully Burdened Labor Rates (Labor categories, DPLH, fixed labor rates and Extended Price applicable for ordering)];
- (2) Section B.4, Non-Labor Cost – Indirect Ceiling Rate
- (3) Section G.9, Defective or Improper Invoice
- (4) DOE-H-2058, Designation and Consent of Major Subcontracts – Alt I (OCT 2014)

- (5) DOE-H-2070, Key Personnel - Alternate I (OCT 2014)
 - (6) FAR 52.227-23, Rights to Proposal Data (Technical) (JUN 1987)
 - (7) DEAR 952.227-82, Rights to Proposal Data (APR 1994)
 - (8) FAR 52.219-28, Post-Award Small Business Program Rerepresentation
 - (9) Attachment J-7, IDIQ Labor Rate Schedule
 - (10) Attachment L-6 Labor Category Crosswalk (if applicable)
- (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 – Signed (pdf or scanned format) Standard Form (SF) 33.
- (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 270 calendar days in block 12 of the SF 33.
- (d) Administrative information. Offerors shall provide the following information:
- (1) Solicitation number (reference paragraph (c)(2)(i) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).
 - (2) Offeror name. Name, address, telephone and facsimile number, e-mail, and Data Universal Numbering System Number (DUNS) of the Offeror (reference paragraph (c)(2)(ii) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).
 - (3) Authorized signatory. Name and title of person authorized to sign the proposal (reference paragraph (c)(2)(v) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).
 - (4) Negotiators. Name(s), title(s), telephone and facsimile numbers of persons authorized to negotiate on the Offeror’s behalf (reference paragraph (c)(2)(iv) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).

- (5) Government agency administration. Government agency(ies) and name of its representative(s) having administrative cognizance over the Offeror or parent company within the meaning of FAR subpart 42.3, Contract Administration Office Functions, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.
- (e) Subcontractors and other entities.
 - (1) Name, address, and DUNS number for all proposed, named subcontractors 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.
 - (2) 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), have not completed the annual representations and certifications electronically via the System for Award Management, each entity will be required to complete the individual representations and certifications contained in FAR 52.204- 8.
- (g) Exceptions and deviations.

Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. 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) Organizational Conflicts of Interest (OCI).

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.4, *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 mitigation plan. If the Department identifies an existing or potential OCI, the Offeror shall submit any information requested by the Department; including a mitigation plan.

Further, if the Department requires additional explanation or interpretation regarding the proposed Organizational Conflict of Interest Mitigation Plan, this would be handled as clarifications or communications with Offerors, in accordance with subsections (a) and (b) of FAR 15.306, Exchanges with Offerors after receipt of proposals. As such, the Government may communicate with any Offeror at any time during the evaluation process regarding its OCI Mitigation Plan

(i) 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, as well as, each joint venture member, members of a newly formed entity, including LLCs, formed for the purpose of performing this Contract, or members of similar entities. Additionally, each first-tier subcontractor with an anticipated subcontract value of \$10 million or more over the entire contract period or more is required to provide the information described above.

(j) Facility Clearance verification. (Revised)

The Offeror shall submit the following for the Offeror, JV/LLC member(s), and Teaming Subcontractors (if applicable) who will perform work under a contract resulting from this solicitation and require access authorizations (see Section L provision entitled, DEAR 952.204-73, Facility Clearance): (1) DOE Facility Clearance code or your Department of Defense (DOD) assigned Commercial and Government Entity (CAGE) code; (2) the date the Offeror's, JV/LLC member(s)', and Teaming Subcontractor's (if applicable) completed Standard Form 328 was submitted, and (3) the date of the Contracting Officer's affirmative FOCI determination. If the Offeror, JV/LLC member(s), or any of its Teaming Subcontractors (if applicable) do not possess such a CAGE code or DOE/NRC facility clearance number, the Offeror, JV/LLC member(s), and Teaming Subcontractor (if applicable) shall submit FOCI information in accordance with the Section L provision entitled, DEAR 952.204-73, Facility Clearance. Further information is available at <https://foci.anl.gov/>. All Offerors, JV/LLC member(s), and Teaming Subcontractors (if applicable) that do not possess a CAGE code or DOE/NRC Facility Clearance number, shall

complete the required entries into the DOE Foreign Ownership, Control, or Influence (FOCI) Electronic Submission System (ESS) located at <https://foci.anl.gov/>. Use of the DOE FOCI ESS is mandatory for all Offerors, JV/LLC member(s), and Teaming Subcontractors (if applicable) that do not possess a Facility Clearance. Be sure to designate Key Management Personnel (KMP) (specific to FOCI only; this is not the same as Key Personnel as defined in Section H) in e-FOCI that hold the appropriate security clearance level as required by the scope of work and for the facility clearance. At a minimum, KMP must include the positions of the President and Facility Security Officer (FSO). If any member of the Offeror (including Teaming Subcontractors) is under FOCI, the Offeror shall submit a draft FOCI Mitigation Plan for review by the appropriate Cognizant Security Office (CSO). If the CSO has questions regarding any of the FOCI Verification, Facility Clearance Information, and/or the draft FOCI Mitigation Plan, it may reach out to the Offeror during the evaluation process for clarifications. Note: This will not constitute “negotiations” (or “discussions”) as defined in paragraph (d) of FAR 15.306, Exchanges with Offerors After Receipt of Proposals or obligate the Government to conduct discussions; nor constitute a “proposal revision” as defined in FAR 15.001.

- (k) Performance guarantee agreement.

If the Offeror is a joint venture, limited liability company, or other similar entity, the Offeror shall provide the Performance Guarantee Agreement in accordance with the clause DOE-H-2016, *Performance Guarantee Agreement*. See Section L, Attachment L-10 entitled, *Performance Guarantee Agreement*, for form and text of the required Performance Guarantee Agreement.

- (l) Responsible Corporate Official and Corporate Board of Directors.

The Offeror shall provide the name of the responsible corporate official and other information related to the corporate board of directors in accordance with the clause DOE-H-2017 entitled, *Responsible Corporate Official and Corporate Board of Directors*.

L.5 DEAR 952.204-73 Facility Clearance (Aug 2016)

[This clause will be included, with deviations, via amendment to the RFP.]

L.6 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. Moreover, the Offeror 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.7 DOE-L-2006 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – ORGANIZATION AND STAFFING APPROACH (OCT 2015)

FACTOR 1: ORGANIZATION AND STAFFING APPROACH

(The Organization and Staffing Approach section shall not exceed fifteen (15) pages, exclusive of resumes and letters of commitment)

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

- (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 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. The Offeror shall describe how the organizational structure correlates to the Scope of Work.
- (b) **Staffing.** Describe the Offeror's approach for ensuring that an adequate workforce is available with the appropriate skills and qualifications necessary to effectively accomplish the work simultaneously on multiple task orders over the term of the contract. The Offeror shall describe its approach to recruit, train, and maintain the workforce required for the work. The Offeror shall describe its source(s) of personnel (e.g. current incumbent contractor employees, Offeror's existing employees, named subcontractors' existing employees, new hires, other sources, etc.).
- (c) **Key Personnel** *(not to exceed three (3) pages per Key Person, exclusive of resume and letter of commitment)*. The Offeror shall propose key personnel for those technical and management positions it considers essential to the successful performance of the contract and which will be incorporated into the contract through the clause at DOE-H-2070, *Key Personnel*. Only one individual may be proposed for

each key personnel position. The Offeror shall propose the following required positions as key personnel:

- Program Manager
 - Quality Assurance (QA) Manager.
- (1) The Offeror shall describe the key personnel team (i.e., the collective of all key personnel positions that the offeror proposes to use in contract performance) make-up that demonstrates the elements below.
 - (2) The Offeror shall identify the organization that will employ each of the key personnel during performance of the contract, e.g., Offeror, Offeror affiliates, teaming partners, or Teaming Subcontractors; and the key personnel authority level.
 - (3) The Offeror shall confirm the availability of the key personnel as being full-time assigned to the contract and that their permanent duty station is located in the local surrounding area.
 - (4) Failure of the Offeror to propose the required key personnel positions, or to confirm the availability of the key personnel as being full-time assigned to the contract and that their permanent duty station is located in the local surrounding area will adversely affect the Government's evaluation of the proposal and may make the proposal ineligible for award.
 - (5) Resume
 - (i) The Offeror shall provide written resumes for all proposed key personnel in the format shown in Attachment L-11. 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:
 - (A) Meeting the minimum qualifications for the position (*See* Attachment J-3);
 - (B) Relevant experience in performing work similar to the work to be performed in their proposed position, including leadership and other accomplishments;
 - (C) Education, specialized training, certifications, and licenses that support the suitability for the proposed position; and
 - (D) Three references having direct knowledge of the qualifications of the proposed key person.
 - (ii) By submission of each resume, the key person and Offeror authorize DOE to contact any references, previous employers, or clients to verify the accuracy of information provided in the resume and to further assess each individual's

suitability for the proposed position. DOE may contact any or all of the references, previous employers, or clients 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. 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 first task order is awarded for a period of time commensurate with the functional position as defined in DOE-H-2070, Key Personnel – Alternate I. The Letter of Commitment shall state as follows:

“I hereby certify that the resume submitted as part of the proposal is true and correct, and _____(insert name of individual proposed) will accept the proposed position of _____ (insert name of proposed position) if _____(insert name of Offeror) receives the award and will perform in the proposed position for minimum of three years (consistent with DOE-H-2070) beginning on the date the first task order is awarded. I also hereby certify that I will be assigned full-time to the contract and my permanent duty station will be located within the local surrounding area of Carlsbad, New Mexico.”

Failure to submit a signed letter of commitment will adversely affect the Government's evaluation of the proposal.

- (7) Key Personnel Team. The Offeror shall provide information for the Key Personnel team that demonstrates the depth and breadth of the following elements:
- (i) Demonstrated professional career growth or progression within the last (5) years;
 - (ii) Experience managing and motivating successful team performance;
 - (iii) Experience at partnering with client(s) that achieved measurable performance improvements;
 - (iv) Experience in developing innovative approaches and their implementation;
 - (v) Mixture of experience in commercial and public projects; and
 - (vi) Experience in successful regulatory interactions and reform with demonstrated positive benefit to the Government.

More recent experience in these elements within the last three (3) years may be given greater consideration. While it is not expected that each key person will possess each of these elements, the Key Personnel team collectively should demonstrate each of them.

**L.8 DOE-L-2010 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II –
PAST PERFORMANCE (OCT 2015) (Revised)**

FACTOR 2: PAST PERFORMANCE

(The Past Performance section shall be limited to the Attachment L-1, Past Performance Reference Information Form, (which is limited to four (4) pages per reference contract/project); Attachment L-3, List of Contracts Terminated for Default or Convenience; and Attachment L-8, List of DOE Contracts. L-3, and L-8 have no page limitations. The completed Attachments L-1, L-3, and L-8 shall be included in the offerors' Volume II, Factor 2: Past Performance.)

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

- (a) Offeror past performance. The Offeror shall provide information on its record of relevant past performance on work similar in scope, size, and complexity to that described in the Scope of Work. Similar scope, size, and complexity are defined as follows: scope – type of work (all work included in Section C Scope of Work, size – dollar value and contract duration; and complexity – performance challenges and risk.
- (b) Major subcontractors. In addition to the Offeror's record of relevant past performance, the Offeror shall provide information on the record of relevant past performance for any proposed major subcontractors. A "major subcontractor" is a subcontractor, at any tier, with an estimated value more of \$2 million or more over the life of the contract. The Offeror shall provide such information on work similar in scope, size, and complexity to that portion of the work proposed to be performed by the major subcontractor or other entity. Note, the Offeror shall not submit past performance information for other subcontractors that do not meet the definition of major subcontractor.
- (c) Work to be performed. The record of past performance provided for the Offeror and its major subcontractors shall relate to work performed that is similar to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the Scope of Work, the work to be performed by the Offeror and each major subcontractor, and the relevant past performance of each (as detailed in Attachment L-1, Past Performance Reference Information Form).
- (d) Newly formed entity and predecessor companies. If the Offeror is a newly formed entity with no record of past performance for its team members as defined in FAR 9.601(1), the Offeror shall provide past performance information for its member organization(s). The Offeror, whether or not they are a newly formed entity, may provide past performance information for its parent organization(s), member organizations in a joint venture, LLC, or other similar or affiliated companies, provided the Offeror's proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. Meaningful involvement means the parent,

- member, or affiliate will provide material supplies, equipment, personnel, or other tangible assets to contract performance; or how the common parent will utilize the expertise, best practices, lessons learned, or similar resources from the affiliate to affect the performance of the Offeror. If a common parent company is used to establish the nexus between the Offeror and an affiliated company, the Offeror must demonstrate how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company. The Offeror or Teaming Subcontractors 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.
- (e) Contracts information: The Offeror shall provide past performance information on three (3) contracts, either completed or currently being performed by the Offeror, and one contract, either completed or currently being performed, for each proposed major subcontractor. If the Offeror is a newly formed entity, joint venture, LLC, or similar entity the Offeror shall provide past performance information for a TOTAL of three (3) contracts for its member organizations (e.g., if the Offeror is a Joint Venture comprised of two companies, the Offeror may submit a maximum of three references (L-1 Past Performance Reference Information Form) total; not three for each comprising entity). The Offeror shall only provide contract past performance information for contracts that are currently being performed and/or for contracts that were completed within the last five (5) years from the date proposals are due.
- (1) Past performance information form. The Offeror shall submit its past performance information on the Past Performance Reference Information Form contained in Attachment L-1 to Section L. One form shall be provided for each past performance reference (contract).
 - (2) Contracts may be, but are not limited to, contracts with federal, state, local and foreign governments and/or with commercial customers.
 - (3) Attachment L-1, Past Performance Reference Information Form, is limited to four (4) pages. Information pertaining to Factor 2– Past Performance shall only be provided within Attachment L-1. DOE does not want and will not evaluate a summary section highlighting past performance that is submitted in addition to Attachment L-1.
- (f) Terminated contracts. The Offeror shall provide a listing of any contracts of the Offeror, or its proposed major subcontractors, that were terminated, including the reasons therefore, within the past five (5) years from the due date for proposals and complete Attachment L-3, List of Contracts Terminated for Default or Convenience. This listing of terminated contracts should be exhaustive and not limited to only those contracts contained in the Past Performance Information Reference Form.
- (g) Past Performance Questionnaire. The Offeror shall provide the Past Performance Cover Letter and Questionnaire contained in Attachment L-2 to each of the contract

references. The Offeror shall request that clients return the Past Performance Questionnaire directly to DOE by electronic means to the address identified below by the due date for receipt of proposals. The same requirement applies to major subcontractors.

- (1) DOE address and contact information.

E-mail: ian.rexroad@emcbc.doe.gov and cbfo-tac@emcbc.doe.gov

Use Subject: *RFP 89303320REM000073 - CBFO TAC – Past Performance Questionnaire*

Phone: 513-262-3285

- (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.
- (h) Sources of past performance information. The Government may contact any or all of the references provided in the Past Performance Reference Information Form. The Government may also obtain past performance information from sources other than those provided by the Offeror including databases such as the Government’s Past Performance Information Retrieval System (PPIRS).
- (i) List of DOE Contracts. The offeror and any major subcontractors shall provide a listing on Attachment L-8 of all DOE prime contracts currently being performed and/or for contracts that were completed within the last five (5) years from the original 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.

L.9 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME III –PRICE PROPOSAL

The Offeror shall submit a completed Section J, Attachment J-7, *Pricing Schedules*, and Section L, Attachment L-4; and provide supporting detail under this Volume III, Price Proposal, in accordance with the instructions in this section.

- (a) All price information shall be included in Volume III of the proposal. None of the pricing information contained in Volume III should be included in any other proposal volumes unless specifically requested in the solicitation.
- (b) Information in Volume III shall, where applicable, be submitted in *both* PDF and Microsoft Excel-compatible formats.
- (c) All pages in the Volume III Price Proposal, including forms, tables, and exhibits shall be numbered and identified in a volume table of contents. The price proposal shall be

sufficiently complete so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on the price proposal.

- (d) The Offeror's proposal shall include a price for each Section B Contract Line Item Number (CLIN) by applying their proposed rates to the estimated hours and direct costs supplied by DOE.
- (e) The Offeror, and any proposed subcontractor(s), shall provide the basis and explanation regarding the development of each fully burdened labor rate (historical averages, provisional billing rate, etc.). In addition, the Offeror, and any proposed subcontractor(s), shall provide a build-up of each fully burdened rate (base rate, applied indirect rates, escalation rates, and profit) in the same format by completing the Labor Rate Details table(s) included in the Section L Attachment L-4 Price Proposal Worksheets. Any proposed subcontractors may submit their labor hour pricing directly to the Contracting Officer. If the Offeror is proposing subcontractors, the fully burdened labor rates related to the proposed subcontractor work effort shall include any add-ons from the prime contractor (i.e., G&A and profit).

The Offeror must provide a listing of anticipated subcontractors, a copy of the proposed subcontract, and describe any affiliation between the subcontractor and the Offeror.

- (f) The Offeror shall provide its own fully burdened rates and fully-burdened labor rates of its subcontractors by completing Section J, Attachment 7 *Pricing Schedules*, which shall be submitted as part of the Volume III, Price Proposal. In addition, the Offeror shall complete and submit the Labor Rate Details table(s) included in Section L, Attachment L-4 aligning with Attachment J-7. The Offeror shall not adjust the format of the worksheets; however, additional columns may be incorporated to reflect utilization of the prime contractor and multiple subcontractors for any given labor category or categories included within the sections identified in the table above. If additional columns are incorporated, the total of the estimated DPLH for all columns pertaining to a given labor category shall equal the estimated DPLH for that labor originally identified in the Labor Rate Details.
- (g) For proposal preparation purposes, the Offeror shall complete the crosswalk in Attachment L-6 *Labor Category Crosswalk*, to reconcile the DOE labor categories, described in paragraph (e) above, with the labor categories proposed by the Offeror and its subcontractors. Additionally, the Offeror shall provide written confirmation that the proposed labor categories will meet or exceed the minimum qualifications contained in Section J, Attachment J-3 *Position Qualifications and Job Descriptions*.

Alternatively, the Offeror should state that no reconciliation is necessary because it does not propose any deviations from the DOE-provided labor categories.

- (h) The Offeror shall propose the DOE-provided dollar amounts for travel and other direct cost located in the Section L, Attachment L-4 worksheets. The DOE-provided amounts are base amounts and do not include associated indirect costs (escalation

shall not be proposed in the Offeror's proposal for out-year provided dollar amounts). The Offeror shall propose any indirect rates that will be applied to the DOE-provided materials, travel, and other direct costs. Offerors shall provide a detailed explanation as to what costs the indirect rate(s) are applicable. The proposed indirect rate(s) will be placed in Section J, Attachment 7 *Pricing Schedules*. The Offeror shall include proposed indirect rates in the Attachment J-7 *Pricing Schedules*, including the computation of the application of the proposed indirect rate(s) to the base costs.

- (i) To assist Offerors in the preparation of fully-burdened labor rates, and for consideration under the Time and Material Task Orders, DOE is providing the current base labor rates being paid at the site for individuals which meet or exceed the minimum qualification specified, located in Section L, Attachment L-4 Price Proposal Worksheets).

DOE has provided the base direct labor rates for informational purposes only. The Offeror has the ability to utilize its own base labor rates, consistent with the terms and conditions of the solicitation and applicable law.

- (j) In accordance with the Section H Contractor Human Resource Management (CHRM) Clauses within the RFP (specifically H.4 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES THROUGH PERIOD OF PERFORMANCE and H.5 DOE-H-2001 EMPLOYEE COMPENSATION: PAY AND BENEFITS (OCTOBER, 2017) (REVISED)), DOE has computed the current fringe benefit rate received by the current workforce at approximately 36 percent. The fringe rate is provided for informational purposes only. The Offeror has the ability to utilize its own fringe benefit rate, consistent with the terms and conditions of the solicitation and applicable law.
- (k) For those employees designated as working on-site, the Government will provide all necessary office space, furniture, and office equipment to perform the work requirement. For employees designated as working Off-site, the Offeror will be required to provide all necessary office space, furniture and office equipment to perform the work requirements.
- (l) Limitations on Subcontracting (FAR 52.219-14): As part of the price proposal, the Offeror shall also provide written certification that it will comply with the Limitations on Subcontracting clause (FAR 52.219-14) during the course of the contract.
- (m) Responsibility Determination and Financial Capability: FAR 9-104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the Contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this Contract. Information provided by the Offeror shall include, but is not limited to, the following:
 - (1) Financial Statements (audited, if available) and notes to the financial statements for the last 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.
- (n) The Offeror shall provide the following information related to its prospective accounting system:
- (1) If applicable, the Offeror shall provide a copy of the government approval/determination that its proposed accounting system is adequate for the identification and recording of cost under government reimbursable type contracts if the approval/determination was issued within the last three years. If the accounting system was deemed inadequate, provide the corrective actions that have or will be taken to correct the cited issues, including the implementation time for each action.
 - (2) If applicable, the Offeror shall provide a copy of the most recent accounting system audit report on its proposed accounting system if the audit was performed within the past five years.
 - (3) If applicable, the Offeror shall fully describe and explain any material changes made to the proposed accounting system since it was approved and/or audited.
 - (4) If the proposed accounting system has not been formally approved by the government within the last three years and/or audited within the last five years, or an audit determined the accounting system to be inadequate, then the Offeror shall state this and provide responses to the following items:
 - (i) Is the proposed accounting system in accordance with generally accepted accounting principles?
 - (ii) Does the accounting system include a timekeeping system that ensure proper accounting for and classification of employee labor by project/task?
 - (iii) Does the accounting system provide for identification and accumulation of material costs by project/task and by contract?
 - (iv) Does the accounting system provide for exclusion of costs charged to government contracts that are not allowable in terms of FAR 31 or other contract provisions?
 - (v) Does the accounting system provide for segregation of direct costs from indirect costs?

L.10 DOE-L-2014 DATE, TIME, AND PLACE OFFERS ARE DUE (OCT 2015)

All Offers required by this solicitation are due at the date, time, and place identified on the Standard Form (SF 33), Solicitation, Offer and Award (See Section A, Block 9).

Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

L.11 DOE-L-2016 NUMBER OF AWARDS (OCT 2015)

It is anticipated that there will be one (1) contract award resulting from this solicitation.

However, the Government reserves the right to make any number of awards, or no award, if it is in the Government's best interest to do so.

L.12 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.13 INSTRUCTIONS REGARDING NON-PUBLIC GOVERNMENT INFORMATION/SOURCE SELECTION INFORMATION

The Offeror shall not utilize non-public government information (as defined by the United States Office of Government Ethics) or source selection information (as defined in FAR 2.101) in the preparation of the Offeror's proposal submission that results in an unfair competitive advantage in the procurement. An Offeror's utilization of any individual(s) who may possess non-public government information or source selection information (obtained through their employment or by other means) may result in a perceived or actual unfair competitive advantage. Utilization of non-public government information or source selection information to prepare its proposal in response to the subject solicitation may disqualify the Offeror's proposal from award. Utilization of information obtained by a Contractor over the normal course of business is not subject to the Organizational Conflict of Interest provisions of this solicitation.

L.14 DOE-L-2021 GUIDANCE FOR PROSPECTIVE OFFERORS - IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS (OCT 2015)

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

Contracting Officer. Accordingly, a finding by the SBA of affiliation between an Offeror and its proposed team member(s) or subcontractor(s) may result in the Offeror being found to be other than a small business and therefore ineligible for contract award.

L.15 DOE-L-2022 ALTERNATE BID/PROPOSAL INFORMATION – NONE (OCT 2015)

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

L.16 DOE-L-2025 INTENTION TO BID/PROPOSE (OCT 2015)

In order to facilitate the efficiency of the Government's solicitation and award process through advance information on the anticipated number of offers, potential Offerors are requested to submit the name, address and telephone number of its firm or organization and any subcontractors via email to cbfo-tac@emcbc.doe.gov not later than 14 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.17 DOE-L-2026 SERVICE OF PROTEST (OCT 2015) / 52.233-2 SERVICE OF PROTEST (SEP 2006) (AS MODIFIED BY DEAR 952.233-2 SERVICE OF PROTEST)

- (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:

*Attn: United States Department of Energy Environmental Consolidated
Business Center Ian R. Rexroad, Contracting Officer
550 Main Street, Room 7-010
Cincinnati, OH 45202*

Email: ian.rexroad@emcbc.doe.gov

- (b) The copy of any protest must 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 must be furnished to the following address within the time periods described in paragraph (b) of this clause:

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

L.18 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 33.2014104(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.19 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.20 CONTACTS REGARDING FUTURE EMPLOYMENT

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

L.21 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION

This acquisition is set-aside for small businesses concerns. The size standard for this solicitation is 750 employees under North American Industry Classification System (NAICS) code 562910, *Environmental Remediation Services*.

ATTACHMENT L-1
Past Performance Reference Information Form
(Completed Form limited to 4 pages per reference contract/project)

Reference Contract/Project Title

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-1 Form is being submitted:	
3. Name of Reference Contact Client (e.g. Government Agency or Prime Contractor):	
4. <u>Name</u> and <u>DUNS #</u> of Entity Reference Contract/Project Was Awarded To:	
5. Reference Contract/Project <u>Number</u> : Reference Contract/Project Available in CPARS (<i>i.e. Yes/No</i>):	
6. Reference Contract/Project Title and Contract/Client Point of Contact:	Name: Project 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 and T&M):	
12. Reference Contract/Project Total Value (separately list fee if cost-type):	
13. Reference Contract/Project Value Performed To Date (Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment; Date = RFP release date):	

14. Portion (%) of work Company (identified in #2) is proposed to perform on the Carlsbad Technical Assistance Contract:	
15. Portion (%) of work, including dollar amount and duration, Company (identified in #2) performed on reference contract/project (if different than #12 and #13, insert sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.):	
16. Scope Company (identified in #2) is proposed to perform on the Carlsbad Technical Assistance Contract. List applicable SOW elements:	
17. Scope Company (identified in #2) performed on reference contract/project:	
18. Complexity Company (identified in #2) is proposed to perform on the Carlsbad Technical Assistance Contract:	
19. Complexity of work Company (identified in #2) performed on referenced contract/project:	
20. Provide information on problems encountered on the contract/projects identified above and corrective actions taken to resolve those problems (e.g., accident reports, notice of violations, settlement agreements, etc.):	
21. Identify previous contracts (for the company identified in #2) where penalties were paid as a result of replacement of key personnel and discuss the nature of the situation, including how much penalty was paid.	

Note: The Offeror may amend the format for Attachment L-1, Past Performance Reference Information Form, as long as the exact information, font and size, and page limitations are followed.

ATTACHMENT L-2
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. 89303320REM000073, Carlsbad Technical Assistance Contract (CTAC).

The solicitation places significant 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.

PLEASE EMAIL THE QUESTIONNAIRE TO THE ADDRESSES PROVIDED BELOW:

Email Address: ian.rexroad@emcbc.doe.gov and cbfo-tac@emcbc.doe.gov

(Do not mail a physical copy to DOE)

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:

A. RATING SCALE AND DEFINITIONS:

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

<input type="checkbox"/>						
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?

<input type="checkbox"/>						
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?

<input type="checkbox"/>						
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?

<input type="checkbox"/>						
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

5. Management of 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?

<input type="checkbox"/>						
Exceptional	Very Good	Satisfactory	Marginal	Unsatisfactory	Not Applicable	Do Not Know

Supporting Narrative:

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

Additional Comments:

ATTACHMENT L-3
List of Contracts Terminated For Default or Convenience

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

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

Attachment L-4, PRICE PROPOSAL WORKSHEETS

(See Procurement Website for Separate Document – <https://www.emcbc.doe.gov/SEB/cbfo-tac/>)

ATTACHMENT L-5

[RESERVED]

ATTACHMENT L-6

LABOR CATEGORY CROSSWALK
[IF APPLICABLE]

If the Offeror chooses to propose different labor categories than the ones provided by the Government, the Offeror shall submit Attachment L-6 as part of its proposal. This attachment shall be a table demonstrating the relationships between the Offeror's proposed labor category, the government-provided category/ies it replaces, the PWS section(s) it will perform, and briefly explain why alternative labor category/ies are proposed.

**ATTACHMENT L-7, OFFEROR'S PROPOSED ACCOUNTING SYSTEM
INFORMATION**

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

ATTACHMENT L-8

LIST OF DOE CONTRACTS

Instructions: The offeror and any major subcontractors shall provide a list of all DOE contracts for which they are either currently performing or have performed in the timeframe referenced within the RFP instructions. 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:
<i>Provide brief contract description, including scope of work and dollar value:</i>
<i>Indicate whether prime contractor, JV member, or LLC member:</i>

ATTACHMENT L-9
Labor Rate Details Example

(See Procurement Website for Separate Document)

ATTACHMENT L-10
Performance Guarantee Agreement

[Note: The Performance Guarantee Agreement is only required from an Offeror that is formed by two or more companies as a separate business entity (e.g., Joint Venture, Limited Liability Company or similar). All other Offerors may omit Attachment L-10.]

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract _____ for the (Contract) dated _____, by and between the Government and _____ (Contractor), the undersigned, _____ (Guarantor), a corporation incorporated in the State of _____ with its principal place of business _____ hereby unconditionally guarantees to the Government:

- (a) The full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the contract; and
- (b) The full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and
- (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

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

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

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

any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

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

- (i) The reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or
- (ii) The institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

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

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

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

Date _____

Name of Corporation _____

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

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