IV – Representations and Instructions

Section L
Instructions, Conditions, and Notices to Offerors

L.1 – FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998) **4**

L.2 – FAR 52.252-5 Authorized Deviations in Provisions (Apr 1984) **5**

L.3 – DEAR 952.219-70 DOE Mentor-Protégé Program (May 2000) (DEVIATION) **5**

L.4 – FAR 52.216-1 Type of Contract (Apr 1984) **5**

L.5 – DOE-L-2017 Expenses Related to Offeror Submissions (Oct 2015) **5**

L.6 – DOE-L-2022 Alternate Bid/Proposal Information – None (Oct 2015) **5**

L.7 – DOE-L-2024 Notice of Intent – Use of Non-Federal Evaluators and Advisors (Oct 2015) **5**

L.8 – DOE-L-2025 Intention to Bid/Propose (Oct 2015) **5**

L.9 – Offer Acceptance Period **6**

L.10 – DOE-L-2001 Proposal Preparation Instructions – General (Oct 2015) Alternate I and Alternate II (Oct 2015) (Revised) **6**

L.11 – DOE-L-2002 Proposal Preparation Instructions, Volume I – Offer and Other Documents – Alternate II, Alternate III, Alternate IV, Alternate V, and Alternate VI (Oct. 2015) **12**

L.12 – DEAR 952.204-73 Facility Clearance (Aug 2016) **17**

L.13 – DOE-L-2003 Proposal Preparation Instructions, Volume II – Technical and Management Proposal – General (Oct 2015) (Revised) **19**

L.14 – Proposal Preparation Instructions, Volume II – Key Personnel **20**

L.15 – DOE-L-2010 Proposal Preparation Instructions, Volume II – Past Performance (Oct 2015) (Revised) **24**

L.16 – Proposal Preparation Instructions, Volume II –Management Approach **27**

L.17 – Proposal Preparation Instructions, Volume III – Cost and Fee Proposal **28**

L.18 – DOE-L-2014 Date, Time, and Place Offers are Due (Oct 2015) **32**

L.19 – DOE-L-2016 Number of Awards (Oct 2015) **32**

L.20 – DOE Contacts Regarding Future Employment **32**

L.21 – DOE-L-2020 Small Business Set-Aside Information (Unrestricted) **32**

L.22 – DOE-L-2026 Service of Protest (Oct 2015) **32**

L.23 – DOE-L-2027 Notice of Protest File Availability (Oct 2015) **33**

L.24 – DOE-L-2028 Agency Protest Review (Oct 2015) **33**

L.25 – FAR 52.225-10 Notice of Buy American Requirement – Construction Materials (May 2014) **33**

L.26 – FAR 52.225-12 Notice of Buy American Requirement – Construction Materials Under Trade Agreements (DOE DEVIATION) (Feb 2008) **34**

L.27 – List of Section L Attachments **35**

Attachment L-1, Performance Guarantee Agreement **36**

Attachment L-2, Key Personnel Standard Resume Format **38**

Attachment L-3, Past Performance Reference Information Form **39**

Attachment L-4, Past Performance Cover Letter and Questionnaire **42**

Attachment L-5, List of Contracts Terminated for Default **47**

Attachment L-6, Cost and Fee/Profit Elements Workbook **48**

Attachment L-7, Contract Transition Task Order **49**

Attachment L-8, Offeror's Proposed Accounting System Information **50**

Attachment L-9, List of DOE Contracts **51**

L.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one (1) 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 (CO) 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

FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
FAR 52.204-7	System for Award Management (Oct 2018)	
FAR 52.204-16	Commercial and Government Entity Code Reporting (Jul 2016)	
FAR 52.214-34	Submission of Offers in the English Language (Apr 1991)	
FAR 52.214-35	Submission of Offers in U.S. Currency (Apr 1991)	
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 of Pricing Data (Oct 2010) – Alt III (Oct 1997) and Alt IV (Oct 2010)	Alt III, (c) As specified in Section L Alt IV, (b) As specified in Section L
FAR 52.215-22	Limitations on Pass-Through Charges Identification of Subcontract Effort (Oct 2009)	
FAR 52.222-5	Construction Wage Rate Requirements – Secondary Site of the Work (May 2014)	
FAR 52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)	(b) Minority Goal: TBD; Female Goal: TBD (e) TBD
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) (Note: The requirement for a Total Compensation Plan is considered to be otherwise satisfied based on compliance with the proposal preparation instructions in this Section.)	
FAR 52.237-1	Site Visit (Apr. 1984)	
FAR 52.250-2	SAFETY Act Coverage Not Applicable (Feb 2009)	
DEAR 952.227-84	Notice of Right to Request Patent Waiver (Feb 1988)	
DEAR 952.233-4	Notice of Protest File Availability (Aug 2009)	
DEAR 952.233-5	Agency Protest Review (Sep 1996)	

L.2 FAR 52.252-5 Authorized Deviations in Provisions (Apr 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.3 DEAR 952.219-70 DOE Mentor-Protégé Program (May 2000) (DEVIATION)

The Department of Energy has established a Mentor-Protege Program to encourage its prime contractors to assist small business concerns, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning in enhancing their capabilities to perform contracts and subcontracts for DOE and other Federal agencies. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the Contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protege firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the agreement. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

L.4 FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of an Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract, under which Fixed-Price (FP) and/or Cost Reimbursement (CR) Task Orders may be issued, resulting from this solicitation.

L.5 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.6 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.7 DOE-L-2024 Notice of Intent – Use of Non-Federal Evaluators and Advisors (Oct 2015)

The Government may utilize non-federal evaluators 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.8 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 Offerors, potential Offerors are requested to submit the name, address, and telephone number of its firm or organization and any subcontractors to **ICP@emcbc.doe.gov** not later than 20 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.9 Offer Acceptance Period

The Offeror's proposal shall be valid for 270 calendar days after the required due date for proposals.

L.10 DOE-L-2001 Proposal Preparation Instructions – General (Oct 2015) 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 (LLC), Limited Liability Partnership (LLP), Joint Venture (JV), or similar entity or arrangement. The Offeror may be an existing or newly formed business entity. The term "newly formed entity" refers to any business entity (e.g JV, LLP, LLC, or similar entity or arrangement) formed solely for the purpose of submitting a proposal for this procurement. Such an entity may not have a record of its own past performance due to the fact that it may have been formed recently by affiliated entities for the purpose of submitting a proposal for this procurement. 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) Teaming Subcontractor. A "Teaming Subcontractor" is any subcontractor that will perform work that is incorporated into the Offeror's Technical and Management Proposal and that the prime Offeror considers necessary to enhance its team's Technical and Management Proposal or ability to meet delivery requirements within the Master IDIQ PWS. Teaming Subcontractors count toward fulfillment of the Section H Clause entitled, *Subcontracted Work*, requirement and other small business goals in this Contract.

(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 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 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 Environmental Management Consolidated Business Center (EMCBC) procurement website at **https://www.emcbc.doe.gov/SEB/icp/**. Sensitive information, such as Official Use Only (OUO) information, will require the Offeror to complete and return a nondisclosure agreement as instructed on the procurement website.

(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 at https://www.sam.gov.

(2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, *Solicitation, Offer and Award*, in Section A of this solicitation and other provisions of Section L. It is imperative that the Offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded 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 a proposal via FedConnect shall be required; however, the original, signed, hard copy submission of the proposal to the EMCBC 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 via FedConnect, the Offeror shall submit the required number of paper and USB flash drive copies of each proposal volume as indicated below. The content in the paper and electronic copies shall be identical. The only exceptions are:

(i) Financial statements and annual reports, which shall be included in the electronic submission, USB flash drive copies, and the signed original only, but are not required to be included in the additional paper copies.

(ii) The Offeror's'Estimating Flat File' shall only be included in the electronic submission and USB flash drive copies. No paper (original or copy) submittal is required. The electronic version of the 'Estimating Flat File'submitted through FedConnect, will constitute part of the binding offer.

The paper copies shall be delivered and received no later than the proposal due date, as follows:

MAIL TO (see table below for number of hard and electronic copies):

U S. Department of Energy
Attention: Lori Sehlhorst, Contracting Officer
EM Consolidated Business Center
550 Main Street, Room 7-010
Cincinnati, OH 45202

E-mail: lori.sehlhorst@emcbc.doe.gov
Phone: (513) 744-0989

U S. Department of Energy
Attention: Maria Mitchell-Williams, Contracting Officer

Office of Environmental Management, Idaho Operations Office
1955 Fremont Avenue
Idaho Falls, ID 83415-1240

E-mail: mitchemm@id.doe.gov
Phone: (208) 526-8600

Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY.
RFP No. 89303319REM000034

Note: Offerors delivering proposals via hand-carry or Express Mail to the above address should arrange for delivery between the hours of **9:00am – 3:00pm (Eastern Time)** and contact the Contracting Officer in advance to advise of the anticipated delivery date and time.

In addition, Offerors shall provide USB flash drives that are clearly labeled with the Offeror's name, Request for Proposal (RFP) number, volume number, and copy number. The proposals provided via USB flash drive copies are provided for Source Evaluation Board evaluation convenience only. In the event of a conflict, the hard copy material takes precedence over the electronic submission.

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. The original, signed, hard copy submission of the proposal shall be considered the Offeror's official offer and will be considered binding.

Proposal Volume – Title	Number of Hard Copy Proposals Required (EMCBC)	Number of Hard Copy Proposals Required (Idaho)	Number of USB Flash Drives Required (EMCBC)	Number of USB Flash Drives Required (Idaho)
Volume I – Offer and Other Documents	1 signed original and 2 copies	2 copies	2 copies	1 copy
Volume II – Technical and Management Proposal	1 signed original and 2 copies	5 copies	2 copies	1 copy
Volume III – Cost and Fee Proposal	1 signed original and 2 copies	5 copies	2 copies	1 copy

(d) Solicitation instructions and proposal information.

(1) Proposals are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless set forth in the proposal. This applies even if the Offeror has existing contracts with the Federal Government, including DOE.

(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.

(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 in 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 below, 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 in each factor below will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.

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

(f) Proposal specifications.

(1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.

(2) Page size. Page size shall be 8½ × 11 inches for text pages, excluding foldouts. When 8½ × 11 inch pages contain text on both front and back, this is considered two pages. Page size for foldouts shall not exceed 11 × 17 inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages shall fold entirely within the volume in which it appears. 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 × 17 binders for the Volume III, *Cost and Fee Proposal*, is permitted.

(3) Print type. Paragraph text shall be 12 point or larger, single spaced, using Times New Roman font. Paragraph headings and section titles may use Arial or Times New Roman font 12 point or larger. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 9 point or larger using Times New Roman or Arial font. Bold and italics are acceptable, and narrow is not acceptable. Print type used in completing forms attached to this RFP as Microsoft® Word®, Access®, or Excel® documents should not be changed from the styles used in the attachments.

(4) Page margins. Page margins for text pages and 11 × 17 shall be a minimum of one inch at the top, bottom, and each side. Tabloid pages (11 × 17's) may only be used for graphics, spreadsheets, and large tables. Paragraphs of text and section heading are not allowed on 11 ×

17's. Each 11 × 17 page shall count as one page. 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*. The page margins may also include page numbers. This is the only information that can be displayed within the margins. Two columns of text per page on portrait pages and 3 columns of text per page on landscape pages are acceptable.

(5) Page numbering. All pages shall be sequentially numbered by volume and by individual sections within each 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:

(a) Electronic copies of financial statements and Annual Reports shall be submitted in PDF (portable document format files are required).

(b) 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.

(c) Cost and Fee Proposal tables shall be organized and submitted in native file format.

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

(7) 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 × 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.

(8) Excel printed paper formatting. As part of the Offeror's proposal submission, the Offeror shall provide Section L Excel® Attachments in accordance with the solicitation requirements (paper copies and electronic versions), including the font size requirements. To address the potential width and height of the documents in the printed paper copies, Offerors are allowed to logically break these Excel worksheets into multiple pages in order to meet the solicitation requirements. Also, it is acceptable for Offerors to scale the printed paper copies of the Excel® worksheets to a smaller print size, so long as the documents are legible. Additionally, if the Excel® worksheets span multiple pages, then each page of the worksheets shall include the applicable column and row headers.

(g) Classified information. The Offeror shall not provide any classified information in response to this solicitation.

(h) Questions.

(1) Questions regarding this solicitation must be submitted to **ICP@emcbc.doe.gov** no later than 14 calendar days after the original solicitation issuance date. If DOE has not acknowledged receipt of submitted questions within three business days, the Offeror may contact the CO 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 **ICP@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 CO, or an authorized representative of the CO, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) that will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the CO prior to award.

(k) Commitment of public funds. The CO 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, 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.

(m) Allowable Salary for Key Personnel. Award of the Contract, as proposed, does not constitute a determination of allowability of key personnel salaries contained in the successful offer. As provided in Section H.6, entitled, *Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits*, within 20 days after effective date of the Transition Task Order, or as identified by the CO, the Contractor shall submit Form EM 3220.5, *Application for Contractor Compensation Approval*, to the CO for each key personnel position listed in the Contract for a determination of cost allowability for reimbursement under the Contract. To support a reasonableness determination, the Contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the CO. The Form EM 3220.5, *Application for Contractor Compensation Approval*, information shall not exceed the proposed key personnel compensation contained in the successful offer.

Executive incentive programs are allocable and, therefore, may be determined to be allowable, if approved by the CO. Additionally, an executive incentive program will only be considered allowable to the extent the cost of the incentive is allocable as defined in FAR 31.201-4. To support a reasonableness determination for allowability, the Contractor will be required to provide a justification and may be required to provide additional information such as a copy of the annual incentive letter provided to the individual executive for the services to be rendered.

L.11 DOE-L-2002 Proposal Preparation Instructions, Volume I – Offer and Other Documents – Alternate II, Alternate III, Alternate IV, Alternate V, and Alternate VI (Oct. 2015)

(a) Cover letter. The Offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.

(b) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(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. Those specific areas are:

(1) Section B:

(i) DOE-B-2015, Task Order Fee/Profit Ceiling (Oct 2014) (Revised)

(2) Section H:

(i) DOE-H-2017, Responsible Corporate Official and Corporate Board of Directors (Oct 2014)

(ii) DOE-H-2052, Representations, Certifications, and Other Statements of the Offeror (Oct 2014)

(iii) DOE-H-2058, Designation and Consent of Teaming Subcontracts – Alternate I (Oct 2014) (Revised)

(iv) DOE-H-2070, Key Personnel – Alternate I (Oct 2014)

(v) Organizational Conflict of Interest – Affiliate(s)

(3) Section I:

(i) FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)

(ii) FAR 52.223-3, Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)

(iii) FAR 52.227-23, Rights to Proposal Data (Technical) (Jun 1987)

(4) Section J:

(i) Attachment J-11 IDIQ Labor Rate Schedule (Attachment L-6, Cost and Fee/Profit Elements workbook)

(5) Task Order 1 – Transition Task Fill-Ins (Attachment L-7)

(i) B.2 Type of Contract

(d) DOE-B-2004 Cost-No-Fee Task Order: Total Estimated Cost (OCT 2014) (Revised)

(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 270 calendar days in block 12 of the SF 33 in accordance with Section L provision DOE-L-2015, Offer Acceptance Period.

(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 entitled, *Instructions to Offerors - Competitive Acquisition*).

(2) Offeror name. Name, address, telephone and facsimile numbers, 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 number, and email address 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. Offerors shall provide the following information:

(1) Name, address, and DUNS number for all proposed Teaming Subcontractors as defined in DOE-L-2001, Proposal Preparation Instructions – General, Section (a)(2).

(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 parent or member company(ies) of the Offeror, including the identity of the one member/partner who has the majority interest in the Offeror.

(f) Representations and certifications.

(1) If the Offeror 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 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) The Offeror 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*.

(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. The Offeror shall specifically identify and fully explain any proposed exception to or deviation from the terms and conditions of the solicitation. Any proposed exceptions or deviations must 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 will 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 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; (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 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 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 all Key Management Personnel (KMP) (specific to FOCI only; this is not the same as Key Personnel as defined in Section H) in e-FOCI

and the security clearance held by each, as applicable. 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) or Tier Parents of the Offeror are 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 consititute "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.

Offerors, JV/LLC member(s), and Teaming Subcontractors (if applicable) are encouraged to transmit FOCI information 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 "**DOE Idaho Operations Office**" 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. If the Department identifies missing information, the Offeror shall submit any information requested by the Department (FOCI Manager or CO) as soon as possible.

(i) 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-1 entitled, *Performance Guarantee Agreement*, for form and text of the required Performance Guarantee Agreement.

(j) 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*.

(k) Small business subcontracting plan.

(1) A completed and acceptable Master Small Business Subcontracting Plan is required to be submitted in accordance with the Section I, FAR Clause 52.219-9 entitled, *Small Business Subcontracting Plan*, Alternate II, and proposal instructions herein. The Master Subcontracting Plan is not a requirement for evaluation in source selection, but rather, a Volume I responsibility determination of the prospective large business awardee and it will be incorporated into the resultant contract as Section J, Attachment entitled, *Master Small Business Subcontracting Plan*.

(2) To be considered acceptable, the Offeror's plan shall address, in adequate detail, and shall contain all elements required in FAR 52.219-9, except goals. Failure by a large business Offeror to submit and/or negotiate a subcontracting plan that addresses each element identified in FAR 52.219-9, except goals, in adequate detail may make the Offeror ineligible for award of a contract. See FAR 19.702, *Statutory Requirements* (a)(1), regarding failure of the apparent successful Offeror to negotiate and submit a Plan acceptable to the CO.

(3) The Offeror shall establish separate small business subcontracting goals at the Task Order level (with the exception of the Transition Task Order) that afford small businesses with the maximum

practicable opportunity to participate in Contract performance consistent with efficient performance. In developing its proposed separate small business subcontracting goals, the Offeror shall establish minimum goals for each small business category as follows (Table L-3):

Table L-3. Small Business Category.

Small Business Category	Small Business Goals
Small Businesses (categories below are subsets within this category)	45%*
Veteran-Owned Small Business (VOSB)	3%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	3%
Historically Underutilized Business Zone (HUBZone)	3%
Small Disadvantaged Business	5%
Women-Owned Small Business	5%
*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 each Task Order in compliance with the Offeror's Master Small Business Subcontracting Plan.

(l) Community Commitment Plan.

The Offeror shall provide a *Community Commitment Plan* that demonstrates meaningful partnership with the community and support of sustainable economic use of the site. See the Section H clause DOE-H-2045, entitled *Contractor Community Commitment*. The Plan will become part of the resulting Contract as an attachment to Section J.

(m) Organizational Conflicts of Interest (OCI).

The Offeror, including each entity participating in a joint venture, limited liability company (LLC), or teaming agreement thereof as defined in FAR 9.601(1), as well as any Teaming Subcontractor(s), shall provide a fully executed Section K.10, *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 OCI mitigation plan with its proposal. If the Department identifies an existing or potential OCI, the Offeror shall submit any information requested by the Department, including a draft OCI mitigation plan. If the Department requires additional explanation or interpretation regarding the proposed mitigation plan for evaluation purposes, 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*. Note: This proposal requirement is separate and distinct from the Contract requirement stated at *DOE-H-2035, Organizational Conflict of Interest Management Plan*, which applies throughout the full period of performance.

(n) Equal opportunity compliance.

The Offeror shall provide all of the information required to perform a pre-award onsite equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number, and point of contact for the Equal Employment Opportunity Commission. 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 known subcontractors with anticipated subcontracts of $10 million.

(o) Earned Value Management System (EVMS) Documentation.

The Offeror shall provide the EVMS documentation required under Section K provision entitled, *Notice of Earned Value Management System*.

L.12 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 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 DoD or a DOE 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 CAGE code. If uncertain, consult the office which issued this solicitation.

(a) Use of Certificate Pertaining to Foreign Interests, SF 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 SF 328, *Certificate Pertaining to Foreign Interests*, and all required supporting documents to form a complete FOCI Package. The Contractor will submit the 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 CO.

(2) Information submitted by the Offeror in response to the SF 328 will be used solely for the purposes of evaluating FOCI 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 SF 328 and prior to contract award, the Contractor shall immediately submit to the CO written notification of any changes in the extent and nature of FOCI which could affect the Offeror's answers to the questions in SF 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 SF 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 US 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) 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 FOCI determination based upon the Contractor's response to the 10 questions in SF 328 and any required, supporting data provided by the Contractor;

(2) A contract or proposed contract containing the appropriate security clauses;

(3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;

(4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;

(5) A survey conducted no more than six 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 proce ss of obtaining access authorizations equivalent to the level of the Facility Clearance.

(d) A Facility Clearance is required for performance 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 CO 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 CO, 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 SF 328, *Certificate Pertaining to Foreign Interests*, directly to the prime Contractor or the CO for the prime contract.

Notice to Offerors - Contents Review (Please Review Before Submitting)

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

(1) The SF 328 has been signed and dated by an authorized official of the company;

(2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;

(3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;

(4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the Government agency(ies) that granted or will be granting those clearances; and

(5) A summary FOCI data sheet.

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

L.13 DOE-L-2003 Proposal Preparation Instructions, Volume II – Technical and Management Proposal – General (Oct 2015) (Revised)

(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 entitled, *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 entitled, *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) The Offeror's proposal submission, including Volumes II and III, shall include "Teaming Subcontractors" as defined in DOE-L-2001, Proposal Preparation Instructions – General, Section (a)(2).

(e) No cost or price information shall be included in the Volume II, Technical and Management Proposal.

L.14 Proposal Preparation Instructions, Volume II – Key Personnel

Factor 1: Key Personnel *(The Key Personnel section shall not exceed 5 pages, exclusive of resumes and letters of commitment. The key personnel resumes are limited to four pages for each resume.)*

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

(a) Key personnel. The Offeror shall propose the required Program Manager, ESH&Q Manager, and Business Manager; and the Offeror may additionally propose other key personnel which will be incorporated into the Master IDIQ Contract through the clause at DOE-H-2070, *Key Personnel*. Only one individual may be proposed for each key personnel position.

It is recognized that the number and functions of key personnel will be dependent on the organizational structure of the individual Offeror and the manner in which the Offeror proposes to perform the work. The Offeror shall not provide the names or qualifications of any non-key personnel.

(1) The Offeror shall provide the rationale for the selection of the proposed non-required key personnel positions regarding why they are essential to the successful performance of the entire Master IDIQ PWS and the optimal team for execution of the Master IDIQ PWS.

(2) The Offeror shall describe the key personnel team make-up that demonstrates the elements in paragraph (d) below.

(3) 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.

(4) 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.

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.

(b) Resume.

(1) The Offeror shall provide written resumes for all proposed key personnel in the format shown in Attachment L-2. 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 in relation to the work for which they are proposed to perform and areas of responsibility. The resume shall address the following:

(i) Relevant DOE, commercial, and/or other Government experience in performing work similar to the work to be performed in their proposed position, including leadership and other accomplishments, with emphasis on project and completion type work;

(ii) Education, specialized training, certifications, and licenses that support the suitability for the proposed position; and

(iii) At least three references having direct knowledge of the qualifications of the proposed key person.

(2) By submission of each resume, the key person and Offeror authorize DOE to contact any references, previous employers, or clients to verify the accuracy of information provided in the resume and to further assess each individual's qualifications and 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.

(c) Letter of commitment. A letter of commitment shall be submitted for each individual proposed as a key person. Each key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the date the Notice to Proceed (NTP) of the Transition Task Order is issued for a minimum period of three years consistent with 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 a minimum of three years (consistent with DOE-H-2070) beginning on the date the Notice to Proceed (NTP) is issued for the Transition Period of the contract. 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."*

Failure to submit a signed letter of commitment for each proposed key person will adversely affect the Government's evaluation of the proposal.

(d) Key Personnel Team. The Offeror shall provide information for the Key Personnel team that demonstrates the depth and breadth of experience in the following elements: (i) Recent and relevant management experience in direct project execution in the field; (ii) Experience at partnering and good-faith negotiations with client(s) that achieved measurable performance improvements; (iii) Experience performing under an incentive-based contractual arrangement resulting in a significant performance improvement or an end-state completion; and (iv) Experience in successful regulatory interactions and compliance with demonstrated positive benefit to the client(s). More recent experience in these elements may be given greater consideration. While it is not expected that each key person will possess experience in each of these elements, the Key Personnel team collectively should demonstrate experience in each of them.

(e) Oral problem scenarios – key personnel, and oral interview – Program Manager.

(1) Oral problem scenarios – key personnel.

DOE will conduct oral problem scenarios with each Offeror's proposed key personnel team. DOE may utilize virtual procedures to conduct the oral problem scenarios with each Offeror's proposed key personnel team. All of the Offeror's proposed key personnel shall actively participate in the oral problem scenarios and be physically present. No substitutions will be allowed to participate in lieu of the named, proposed key personnel. No other personnel representing the Offeror will be allowed to attend. However, persons and/or service animals required to assist any of the key personnel with disabilities may attend when accompanying that attendee.

The problem-solving scenarios will include a technical and/or managerial problem or challenge, representative of the activities to be performed under the contract. The scenarios will allow the Offeror to demonstrate its key personnel's leadership, teamwork, communications, knowledge of the Master IDIQ PWS, quality of the technical and managerial solution(s) to the problems, and

problem-solving capabilities both individually and as a team. The key personnel team will be allowed time to analyze the problem, prepare a response, and present its response; however, the team will not be allowed to ask DOE questions. The scenarios will not be provided to Offerors in advance of the oral problem scenarios. Offerors may not present any formal presentation prepared in advance.

(2) Oral interview – Program Manager

DOE will conduct an oral interview with each Offeror's proposed Program Manager for the purpose of determining this individual's qualifications and suitability, including leadership capability for the proposed position. DOE may utilize virtual procedures to conduct the oral interview with each Offeror's proposed Program Manager.

A question and answer, oral interview format will be used. A set of questions will be asked of each Offeror's Program Manager. Questions will not be provided to Offerors in advance. Offerors may not present any formal presentation prepared in advance. The interview will be conducted during a period of up to 60 minutes.

(3) Logistics.

(i) The Offeror shall not bring into the presentation room any presentation or reference material including the written proposal or electronic equipment, e.g., computers/laptops, cell phones, cameras, and video or audio recording equipment. The key personnel shall not reach back, by phone/conference bridge, e-mail or any other means, to any other personnel or persons for assistance during the oral problem scenarios and oral interview.

(ii) DOE may make a recording of the oral problem scenarios and oral interview, including the Offeror's preparations for the oral problem scenarios. After award, a copy of the video recording may be provided to the Offeror upon request. Video or audio recording of the oral problem scenarios and oral interview by Offerors is strictly prohibited.

(iii) By participating in the oral problem scenarios and oral interview, the Offeror acknowledges that it is in full compliance with all solicitation terms and conditions, in accordance with applicable laws and statutes.

(iv) Unless conducted virtually, DOE will provide flip-charts and markers for the Offeror's key personnel to use during the oral problem scenarios and oral interview. All presentation materials used will be retained by DOE.

(v) If conducted virtually, Offerors may utilize any virtual drawing features or functions during the oral problem scenarios and oral interview provided in the web-based conference platform, as applicable. Offerors may elect to utilize white boards or flip charts during the oral problem scenarios as well and can upload such items to the web-based conference platform, as appropriate. The Offeror may utilize 8 ½ x 11 sketch pad or legal pad during the oral problem scenarios and oral interview.

(vi) If conducted virtually, the Offeror shall not utilize any computers (other than the ones required to host the web-based conference platform being utilized for the oral problem scenarios and oral interview), tablets, smart phones,or separate conference lines/phones, while conducting the oral presentation, and shall not bring or distribute any written or electronic materials during the oral presentation. The Offeror participant may need a separate phone/conference bridge to connect to the oral problem scenarios and oral interview, however that phone shall only be used for that purpose and no other.

(4) Schedule.

Each Offeror will be notified within 5 working days after the proposal submission deadline of the date, time, location, agenda, and other instructions related to its oral problem scenarios and oral interview. The oral problem scenarios and oral interview will commence within approximately 15 working days after the proposal submission deadline. DOE reserves the right to conduct the oral problem scenarios and oral interview outside of this approximate timeline or to reschedule an Offeror's oral problem scenarios and oral interview. DOE will not consider a request from an Offeror to reschedule its oral problem scenarios and oral interview, except under extenuating circumstances (e.g., personal illness or emergency). DOE will randomly select the order of the oral presentations.

(5) Oral problem scenarios and oral interview agenda.

The following tentative agenda is anticipated to be used for the oral problem scenarios and oral interview. The agenda shows the various segments of the oral problem scenarios and oral interview, a brief description for each segment, and the time that will be allowed for each segment. DOE will strictly enforce the time limits. DOE will provide to each Offeror the final agenda when DOE notifies the Offeror of the scheduled date, time, and location for its oral problem scenarios and oral interview.

Tentative Agenda

Segment	Time Duration	Description
Government Introductions and Instructions	Approximately 5 minutes	Introduction of DOE personnel; the CO will provide logistical information and instructions.
Offeror Introductions	Approximately 5 minutes	Opening remarks by Offeror's proposed Program Manager and introduction of key personnel.
Scenario #1	Up to 105 minutes	Preparation and response to scenario #1. The Offeror shall read the problem statement and prepare a response to the problem statement; and DOE will observe the Offeror during preparation of its response (duration of up to 60 minutes). The Offeror shall then present its problem response to DOE (duration of up to 45 minutes).
Break	15 minutes	
Scenario #2	Up to 105 minutes	Preparation and response to scenario #2. The Offeror shall read the problem statement and prepare a response to the problem statement; and DOE will observe the Offeror during preparation of its response (duration of up to 60 minutes). The Offeror shall then present its problem response to DOE (duration of up to 45 minutes).
Lunch Break	60 minutes	Following the break, only the Offeror's Program Manager shall return.
Oral Interview: DOE Interview of the Offeror's Program Manager	60 minutes	DOE will conduct an interview with the proposed Program Manager. A set of questions will be asked of each Offeror's Program Manager interviewed. The interview will be conducted using a question and answer format. Questions to be used in the interview will not be provided to the Offeror in advance.

(6) Limitations of oral problem scenarios and oral interview. The oral problem scenarios and oral interview will not-

(i) Constitute a part of the offer (Volume I of the proposal) or be incorporated into any contract resulting from this solicitation;

(ii) Constitute "negotiations" (or "discussions") as defined in paragraph (d) of FAR 15.306, *Exchanges with Offerors After Receipt of Proposals* or obligate the Government to conduct discussions; nor

(iii) Constitute a "proposal revision" as defined in FAR 15.001 or allow an Offeror to cure deficiencies or weaknesses in, or otherwise revise, the written proposal.

L.15 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-3, Past Performance Reference Information Forms, which are limited to up to seven pages per contract; the Attachment L-5, List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions; the Attachment L-10, List of DOE Contracts; and the Past Performance Consent Statement(s), which have no page limits.)*

Offerors shall include the following information in the Volume II - Technical and Management Proposal, (Attachment L-3, Past Performance Reference Information Form, Attachment L-5, List of Contracts Terminated for Default, Attachment L-9, List of DOE Contracts, and Past Performance Consent Statement(s), identified above) related to the Offeror's past performance:

(a) 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 (3) contracts per member, either currently being performed or completed by the Offeror/members, and up to two (2) contracts, either currently being performed or completed for each proposed Teaming Subcontractor. The Offeror shall only provide past performance information for contracts that are currently being performed or have a period of performance end date within the last four (4) years from the original solicitation issuance date. 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.

(b) 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 portion of the Master IDIQ PWS that each entity is proposed to perform. Similar scope, size, and complexity are defined as follows based on the portion of work that each entity is proposed to perform: scope – type of work (e.g., work as identified in the Master IDIQ PWS and associated contract requirements, including similar work of a non-nuclear nature and/or similar non-DOE work); size – dollar value (approximate average annual value in relation to proposed work); and complexity – performance challenges [e.g., management of complex CHRM requirements set forth in Section H; relevant types of waste and associated processing through final disposition; handling, storage and transfer of spent nuclear fuel; maintaining, operating and performing D&D as a CERCLA Non-Time Critical Removal Action of aging nuclear facilities; maintaining compliance in a complex regulatory environment; establishment and implementation of environmental, safety and health requirements (e.g., 29 CFR 1910 OSHA Laws and Regulations, 10 CFR 830 and 10 CFR 835 related to Nuclear Safety, Quality, and Occupational Radiological Protection; and 10 CFR 851 Worker Safety and Health); relevant RCRA and CERCLA performance; and successful partnerships with the Government, Client, and Regulators].

(c) Teaming Subcontractor past performance. In addition to the Offeror's information on relevant past performance, the Offeror shall provide information on the relevant past performance for any proposed

Teaming Subcontractors that are proposed to perform work under the contract. Teaming Subcontractors are defined in section L.10(a)(2). The Offeror's other subcontractor(s), not meeting the Teaming Subcontractor definition, shall not submit past performance information and any submitted information will not be evaluated. The Offeror shall provide information on contracts that are most similar in scope, size, and complexity, as defined above in paragraph (b), to that portion of the work that the Teaming Subcontractor is proposed to perform under this solicitation.

(d) Newly formed entity and predecessor companies. If the Offeror is a newly formed entity with no record of past performance, 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) 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), and/or Teaming Subcontractors, shall describe its relevancy to the Master IDIQ PWS 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 Master IDIQ PWS, the work to be performed by each entity, and the past performance of that entity. Each discrete reference contract provided must be attributed to a specific entity, or members of a teaming arrangement as defined in FAR 9.601(1) and/or Teaming Subcontractors. All information provided by the Offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each entity (Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and Teaming Subcontractors) under the Offeror's proposed approach.

(f) Performance information. For the reference contract, the Offeror shall identify Occupational Safety and Health Administration (OSHA) safety statistics (e.g., Days Away, Restricted, or Transferred (DART) cases and Total Recordable Cases (TRC)), 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) and any corrective actions taken to resolve those problems. The Offeror shall include this information within the Past Performance Reference Information Form.

(g) Terminated Contracts, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions. The Offeror shall provide a listing in Attachment L-5, *List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions*, of any contracts of the Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), and/or Teaming Subcontractors that: (1) were terminated for default; (2) included a cure notice(s), in accordance with FAR 49 Termination of Contracts; and/or (3) included a Conditional Payment of

Fee/Profit/Other Incentive action(s) as described in the DEAR, within the past four (4) years from the original solicitation issuance date. This listing of terminated contracts, cure notices, and Conditional Payment of Fee/Profit/Other Incentive actions shall include the reasoning for the aforementioned actions, and is not limited to only those contracts contained in the Attachment L-3, *Past Performance Reference Information Forms*. If there are no terminated contracts for default, cure notices, or Conditional Payment of Fee/Profit/Other Incentive actionsto report, Attachment L-5, *List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions* shall be submitted with a blank table(s) as applicable, along with a note indicating that there are no terminated contracts, cure notices, or Conditional Payment of Fee/Profit/Other Incentive actions within the time period specified in the solicitation.

(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 described in paragraph (a) for which no contractor performance data is available in the Contractor Performance Assessment Reporting System (CPARS). 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 (2) weeks prior to the date for receipt of proposals.

(1) DOE address and contact information.

U S. Department of Energy
EM Consolidated Business Center
Attention: Lori Sehlhorst, Contracting Officer
550 Main Street, Room 7-010
Cincinnati, OH 45202

E-mail: lori.sehlhorst@emcbc.doe.gov
Phone: (513) 744-0989

(2) Envelopes shall be marked as follows:

TO BE OPENED BY ADDRESSEE ONLY
RFP No. 89303319REM000034

(3) The Offeror shall be responsible for following up with the client point of contact to ensure that the questionnaire has been completed and returned to the DOE Contracting Officer on time. However, receipt of the questionnaires is not subject to the Section L Provision, "52.215-1, Instructions to Offerors – Competitive Acquisition" related to late proposals. Questionnaires not received by the proposal due date may not be considered if consideration will unduly delay evaluations. The Offeror may contact the Contracting Officer at the e-mail provided in this solicitation to confirm the receipt of any questionnaires.

(i) List of DOE contracts. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and Teaming Subcontractor(s) shall provide a listing on Attachment L-9, *List of DOE Contracts*, of all DOE prime contracts (including National Nuclear Security Administration) currently being performed and/or for contracts that have a period of performance end date within the last four (4) years from the original solicitation issuance date. This includes contracts for which the Offeror or Teaming Subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime contractor to DOE. This list shall only include DOE prime contracts performed by the proposing entity and any affiliate companies for which an L-3 form is submitted (including within LLC arrangements), and shall not include any contracts performed by other affiliates not otherwise

performing any of the submitted L-3 reference contracts (if applicable). If the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or Teaming Subcontractor(s) provided past performance information on predecessor companies that existed prior to any mergers or acquisitions, the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or Teaming Subcontractor(s) shall also provide a list of DOE contracts for the predecessor companies.

(j) 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 Teaming Subcontractor that is being reviewed. If there is a problem with a proposed Teaming Subcontractor's or team member's past performance, the prospective prime contractor can be notified of a problem, but no details will be discussed without the team member's/Teaming 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 Teaming 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/Teaming Subcontractor] with [name of Offeror providing proposal] in responding to the Department of Energy, RFP No. 89303319REM000034 for the Idaho Cleanup Project (ICP).

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.16 Proposal Preparation Instructions, Volume II –Management Approach

Factor 3: Management Approach *(The Management Approach shall not exceed 15 pages total.)*

Offerors shall include the following information in the Volume II - Technical and Management Proposal, related to the Offeror's proposed management approach:

(a) Contract Transition Approach: The Offeror shall fully describe its approach to achieve the Contract Transition Task Order requirements, including Contractor Human Resource Management (CHRM) requirements in Section H, for the safe, effective, and efficient transfer of responsibility for execution of the Master IDIQ Contract with little or no disruption to ongoing operations.

(b) Management Approach: The Offeror shall fully describe its management approach, to effectively manage, implement (including good faith negotiations with DOE), and execute multiple Task Orders for the Master IDIQ PWS; to interface and collaborate with other site contractors; and to partner with DOE and the Regulators to achieve desired End States.

(c) Small Business Participation: The Offeror shall describe its approach to meet or exceed the small business subcontracting requirement of **15%** of the cumulative value of Task Orders, including subcontracting of meaningful work scope. Note: Evaluation of this factor is separate and distinct from the Small Business Subcontracting Plan. This information shall not contradict the Offeror's Small Business Subcontracting Plan included in Volume I.

L.17 Proposal Preparation Instructions, Volume III – Cost and Fee/Profit Proposal

The Offeror shall prepare its cost and fee proposal in accordance with the following instructions:

(a) Cost and Fee Information. All cost and fee information shall be included in Volume III of the proposal, including a completed Attachment L-7 for the Contract Transition Task Order. None of the cost or price information contained in Volume III shall be included in the Volume II, Technical and Management Proposal.

(b) The Offeror will not be required to provide, an overall estimated total contract value for evaluation. The Offeror shall provide a cost and fee/profit proposal consisting of the elements identified within this provision:

(1) As part of the proposal submittal, the Offeror shall provide its cost worksheet and estimating flat file supporting its proposed costs in Attachment L-6. The Offeror shall use the format prescribed in Attachments L-6. The submission of the Estimating Flat File will allow expedited cost information reviews and informational cross cutting.

(2) Cost-Plus-Award-Fee (CPAF) Task Orders: The Offeror shall propose an award fee ceiling percentage that shall not exceed eight percent (8%) of the estimated cost for CPAF Task Orders.

Cost-Plus-Incentive -Fee. (CPIF) Task Orders. The Offeror shall propose a target fee ceiling percentage that shall not exceed ten percent (10%) of the estimated cost for CPIF Task Orders.

Cost-Plus-Fixed-Fee (CPFF) Task Orders: The Offeror shall propose a fixed fee ceiling percentage that shall not exceed five percent (5%) of the estimated cost for CPFF Task Orders.

Firm-Fixed-Price (FFP) Task Orders: The Offeror shall propose a profit ceiling percentage for FFP Task Orders.

The estimated cost represents one year of operational budget for the ICP scope of work. The Offeror shall use the following tabular format to represent the proposed fee/profit as part of the Volume III submission within the Attachment L-6d worksheet:

Government Fiscal Year	Task Order Type	Estimated Costs	Proposed Fee/Profit Percentage	Proposed Fee/Profit

FY 2022	CPAF	$200,000,000	[Offeror Fill-In]	$[Offeror Fill-In]
FY 2022	CPIF	$ 80,000,000	[Offeror Fill-In]	$[Offeror Fill-In]
FY 2022	CPFF	$ 40,000,000	[Offeror Fill-In]	$[Offeror Fill-In]
FY 2022	FFP	$ 80,000,000	[Offeror Fill-In]	$[Offeror Fill-In]
Total		$400,000,000	[Offeror Fill-In]	$[Offeror Fill-In]

The fee/profit percentages proposed for each Task Order type will be incorporated into the master Section B of the contract at B.5 DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised) and will be considered ceiling fee/profit percentages for the duration of the 10-year contract ordering period.

(3) Transition. The Transition period is estimated to be 90 days in duration from the effective date of transition task order. The Offeror shall assume the transition starts on March 1, 2021. Transition shall be proposed with no fee applied utilizing Attachment L-6a.

(4) Key Personnel Cost. The Offeror shall propose the total annual compensation, exclusive of bonuses paid from fee, and associated fringe benefits for proposed Key Personnel for a period of one year (October 1, 2021 through September 30, 2022) utilizing Attachment L-6c. For the purpose of this requirement, the term "compensation" is defined by Section 39 of the Office of Federal Procurement Policy (OFPP) Act (41 U.S.C 435), as amended. The proposed cost shall include only costs which will be requested to be reimbursable under the Contract.

(i.) Key Personnel Information. For each proposed Key Personnel position, provide the following information: (a) Position Title; (b) Base salary on an annual basis; (c) Fringe benefit rate and costs on an annual basis; and (d) bonuses and other compensation offered to each named key personnel. Supporting documentation and computations shall be provided, including compensation market survey data to support and justify the proposed salary. This may include, but is not limited to, mean and median salary data by industry, geographic area, company size, and management level comparator.

(5) Fully Burdened Labor Rates and Estimated Prime Direct Productive Labor Hours (DPLH) for the first year (October 1, 2021 through September 30, 2022). The Offeror shall compute the fully burdened labor rates (computed by taking the proposed base labor rate and applying the proposed fringe benefit rate, and applying any applicable indirect rate such as overhead and G&A), excluding fee/profit, for the provided labor categories. For proposal preparation purposes, the Offeror shall assume all labor hours provided by labor category, will be self-performed by the Prime; therefore, shall be priced using the Prime's indirect rates only. The Offeror shall use its computed fully burdened labor rates multiplied by the DOE-provided estimated Prime Contractor's DPLH to compute a total labor cost. The Offeror shall use the format provided in Attachment L-6b for its computations.

For informational purposes, FY 2022 direct labor rates have been provided in Attachment L-6f. The Offeror has the ability to propose its own direct labor rates, consistent with the terms and conditions of the solicitation, applicable law, includes 4(c) of the Service Contract Labor Standards statue 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 Resources Management (CHRM) Clause in Section H of the 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)). The Offeror shall not add additional labor categories to the provided list.

(c) Basis of Estimate. Provide a Basis of Estimate (BOE) thoroughly documenting its estimate consistent with the Offeror's Technical and Management Proposal.

The detailed narrative description shall include how the proposed costs by cost element were derived, including summary of work scope, source of estimate information, summary statement of site condition, supporting 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 the Contract Transition, fully burdened labor rates (excluding fee/profit), and Key Personnel estimates 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 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 for the proposed Contract Transition, Fully Burdened Labor Rates, and Key Personnel costs.

(d) Cost Elements. The cost proposal shall be provided by major cost elements in accordance with FAR 15.408, 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, material handling overhead (if applicable), equipment, teaming/joint venture, travel, relocation, other direct costs, and General and Administrative (G&A) costs (if applicable).

(e) Fringe Benefits. The proposed fringe benefit rate shall include projected labor related indirect costs such as medical, dental, severance, Employee Assistance Program, life insurance, accident/sickness coverage, benefit administration, vision, pension, workers compensation, FICA, FUTA, SUTA, and time-off (vacation, sick, and holiday). For informational purposes, historical FY 2020 site fringe benefits rate is 56.97% applied to all labor cost (excluding Paid time off which is included as part of the fringe rate). The Offeror has the ability to propose its own fringe benefit rate(s), consistent with the terms and conditions of the solicitation, applicable law, includes 4(c) of the Service Contract Labor Standards statue codified at 41 USC Chapter 67 (formerly Service Contract Act), as applicable. Offerors shall not propose a rate below the historical FY 2020 site fringe benefit rate stated above. Offerors are to consider the Contractor Human Resources Management (CHRM) Clause in Section H of the 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)).

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

(g) Audit Information. The Offeror shall provide the location (address and telephone number and point of contact) of where documentation supporting Volume III is located. The Offeror shall provide the name, address and telephone number of the cognizant ACO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the Offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost and Fee Proposal. If the Offeror is a joint venture, this data must be provided for each entity.

(h) Offeror's Proposed Accounting System Information. The Offeror shall submit an explanation of how both direct and each proposed indirect cost (fringe benefit, material handling, overhead and G&A, as applicable) 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. 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; and
(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 solicitation as Attachment L-8.

(i) 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 (i) 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 entity, as part of the Government's consideration in making the responsibility determination.

(j) Cost Accounting Standards. 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 solicitation requires the Offeror to modify its current disclosed Practices, the Offeror shall provide the areas in which a change will be required and the suggested document and word changes.

(k) Government Furnished Property. The Offeror shall not propose any GFP for use during the performance of this Contract that is in addition to the GFP provided.

(l) Facilities Capital Cost of Money (FCCOM). FCCOM is permitted if proposed as a separate cost element in accordance with FAR 31.205-10. The Offeror must provide calculations for the cost of money for facilities capital employed by fiscal year and disclosed the Treasury rate used. The Offeror shall show the application base. 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 calculations of FCCOM. If the Offeror elects not to claim FCCOM, as statement shall be made to that effect.

L.18 DOE-L-2014 Date, Time, and Place Offers are Due (Oct 2015)

All Offers required by this solicitation are due no later than at the date and time identified on the Standard Form (SF 33), Solicitation, Offer and Award (See Section A, Block 9). Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

L.19 DOE-L-2016 Number of Awards (Oct 2015)

It is anticipated that there will be one award resulting from this solicitation. However, the Government reserves the right to make no award, if it is considered to be in the Government's best interest to do so.

L.20 Contacts Regarding Future Employment

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

L.21 DOE-L-2020 Small Business Set-Aside Information (Unrestricted)

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

L.22 DOE-L-2026 Service of Protest (Oct 2015)

(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 CO (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Lori Sehlhorst, Contracting Officer
U.S. Department of Energy
EM Consolidated Business Center
550 Main Street, Room 7-010
Cincinnati, OH 45202

E-mail: lori.sehlhorst@emcbc.doe.gov
Phone: (513) 744-0989

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

(c) Another copy of a protest filed with the GAO shall be furnished to the following address within the time periods described in paragraph (b) of this provision:

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

Fax: (202) 586-4546

L.23 DOE-L-2027 Notice of Protest File Availability (Oct 2015)

(a) If a protest of this procurement is filed with the GAO in accordance with 4 CFR part 21, any actual or prospective Offeror may request DOE 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 CO for this procurement.

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

L.24 DOE-L-2028 Agency Protest Review (Oct 2015)

Protests to the agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. DOE'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 CO prior to filing a protest.

L.25 FAR 52.225-10 Notice of Buy American Requirement – Construction Materials (May 2014)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American—Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An Offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the CO in time to allow a determination before submission of offers. The Offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an Offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the Offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

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

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the Offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the Offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the Offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested:

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

L.26 FAR 52.225-12 Notice of Buy American Requirement – Construction Materials Under Trade Agreements (DOE DEVIATION) (Feb 2008)

(a) Definitions. “Construction material,” “designated country construction material,” “domestic construction material,” and “foreign construction material,” as used in this provision, are defined in clause 52.225-11 of this solicitation entitled “Buy American -- Construction Materials Under Trade Agreements (DOE DEVIATION) (FEB 2008)”.

(b) Requests for determination of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers.

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

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

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

(d) Alternate offers.

(1) When an offer includes foreign construction material, other than designated country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic or designated country construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic or designated country construction material, and the offeror shall be required to furnish such domestic or designated country construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

L.27 List of Section L Attachments

Attachment L-1	Performance Guarantee Agreement
Attachment L-2	Key Personnel Standard Resume Format
Attachment L-3	Past Performance Reference Information Form
Attachment L-4	Past Performance Cover Letter and Questionnaire
Attachment L-5	List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions
Attachment L-6	Cost and Fee/Profit Elements Workbook
Attachment L-7	Contract Transition Task Order
Attachment L-8	Offeror’s Proposed Accounting System Information
Attachment L-9	List of DOE Contracts

Attachment L-1

Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract _____ 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

Attachment L-2

Key Personnel Standard Resume Format

(Resume must not exceed four (4) pages in length for each key personnel)

Note: The Offeror may amend the format for Attachment L-2, *Key Personnel Standard Resume Format*, as long as the exact information, font and size (per DOE-L-2001), and page limitations are followed.

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 the Notice to Proceed (NTP) is issued for the Transition Period of the contract 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, contract title, dates of employment, position titles, specified duties and responsibilities, and name, title and phone number of supervisor. Address specific information on the relevant experience in performing work similar to the work to be performed in their proposed position, including leadership and other accomplishments, with emphasis on project and completion type work. Describe how work experience relates to the solicitation and capability to function effectively in the proposed position. Describe record of past success and accomplishments in performing work of similar scope to that required for the proposed position, with emphasis on project and completion type work. Additionally, the following elements may be described: (i) Recent and relevant management experience in direct project execution in the field; (ii) Experience at partnering and good-faith negotiations with client(s) that achieved measurable performance improvements; (iii) Experience performing under an incentive-based contractual arrangement resulting in a significant performance improvement or an end-state completion; and (iv) Experience in successful regulatory interactions and compliance with demonstrated positive benefit to the client(s).

Education, specialized training, certifications, and licenses 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).

Three References

(Name, title/position, company/organization, address, phone number, and e-mail address [current and at least two (2) previous employers.])

Letter of Commitment: (A signed letter of commitment should be attached to each resume - use the letter of commitment format specified in Section L.14(c). Page limits for resumes do not include letters of commitment.)

Attachment L-3

Past Performance Reference Information Form

(Completed Form limited to seven pages per reference contract. If the reference contract is/was a subcontract to a prime contract, the information contained within this L-3 form shall only pertain to the subcontract information.)

Past Performance Reference Information Form

1. Name and DUNS # of Offeror Submitting Proposal:	
2. Name and DUNS # of Company for which L-3 Form is being submitted:	
3. Name of Reference Contract Client (e.g., Government Agency or Prime Contractor):	
4. Name and DUNS # of Entity Reference Contract Was Awarded To: (if the Entity was made up of member companies, provide the applicable member company's name and DUNS # as well)	
5. Reference Contract Number: Reference Contract Title:	
6. Reference Contract Available in CPARS *(i.e., Yes/No)*:	
7. Reference Contract Client Point of Contact: *The reference point of contact must include the Contracting Officer (or equivalent), and may also include the Project Director or Contracting Officer's Representative (or equivalents).	Name: Title: Telephone: Email: Address:
8. Reference Contract Period of Performance:	
9. Reference Contract Period of Performance Start Date:	
10. Reference Contract Period of Performance End Date:	
11. Reference Contract Type (e.g., FP, T&M, CPFF, CPIF, CPAF, IDIQ, etc.):	
12. Reference Contract Total Value and Approximate Average Annual Value *(separately list fee if cost-type)*:	
13. Reference Contract 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 ICP:	

Past Performance Reference Information Form

15. Scope Company (identified in #2) is proposed to perform on ICP. List applicable PWS elements:	
16. Scope Company (identified in #4) performed on Reference Contract:	
17. Complexity Company (identified in #2) is proposed to perform on ICP:	
18. Complexity of work Company (identified in #4) performed on Reference Contract:	
19. Safety statistics: provide Days Away, Restricted or Transferred and Total Recordable Case (TRC) rates and hours worked for the company (identified in #4) on the Reference Contract by Government Fiscal Year (GFY) completed within the last 4 years from the original solicitation issuance date:	
20. 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://energy.gov/ea/information-center/enforcement-infocenter) within the last 4 years from the original solicitation issuance date and corrective actions taken to resolve those problems:	
21. Was the reference contract awarded to an affiliated company (see definition of "affiliates" at FAR 2.101) of the entity for which the L-3 form is being submitted (identified in #2)? (Yes/No) If the name and/or DUNS are different than the entity identified in #2, explain the relationship (e.g., self, subsidiary, parent, etc). 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	

Past Performance Reference Information Form

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 (per DOE-L-2001), 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.	

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. 89303319REM000034 for the Idaho Cleanup Project.

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 (10) calendar days.

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

Email Address: **ICP@emcbc.doe.gov**

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

U S. Department of Energy
EM Consolidated Business Center
Attention: Lori Sehlhorst, Contracting Officer
550 Main Street, Room 7-010
Cincinnati, OH 45202

If mailing, please mark the envelope:

"SOURCE SELECTION INFORMATION - SEE FAR 3.104" "TO BE OPENED ONLY BY THE CONTRACTING OFFICER"

Past Performance Questionnaire

A. Referenced Contract and Client Information

Referenced Contract and Client Information

Name of Company Being Evaluated:	
Contract Number and Title Being Evaluated:	
Assessment Period for which PPQ covers Company's performance:	
Evaluator's Name:	
Evaluator's Address:	
Evaluator's Phone & Email:	
Evaluator's Organization:	
Evaluator's role in the management of the contract*:	
** The reference point of contact completing and submitting the questionnaire must be the appropriate contract client reference within the Program Office/Project Office and/or the Contracting Office. Only one questionnaire should be submitted per contract reflecting a coordinated response.*	

B. Rating Scale and Definitions

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 Scale and Definitions

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

Please provide explanatory narratives to support your ratings.

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 its 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:

7. Regulatory Compliance

Example: How well did the Contractor comply with all terms and conditions in the contract relating to applicable regulations and codes considering compliance with financial, environmental, safety, and labor regulations as well as any other reporting requirements.

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

Supporting Narrative:

We greatly appreciate your time and assistance in completing this questionnaire.

Additional Comments:

_____
_____
_____
_____
_____
_____
_____
_____
_____
_____
_____

Attachment L-5

List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions

Table L-5.1 ***List of Contracts - Terminated for Default***

Client Name	Contract No.	Client Point of Contact	POC Information (address, phone no., email address)	Performance Period	Reason for Termination

Note: Information shall only be provided for contracts terminated within the preceding 4 years from the date of the original solicitation issuance date. Additionally, explanatory information may be provided below the table for each contract terminated for default, along with a brief description of the work. If the Offeror does not have any contracts/projects to report, a blank form shall be submitted stating such.

Table L-5.2 ***List of Contracts – Cure Notice(s)***

Client Name	Contract No.	Client Point of Contact	POC Information (address, phone no., email address)	Performance Period	Reason for Cure Notice

Note: Information shall only be provided for contracts that are currently being performed or have a period of performance end date within the preceding 4 years from the date of the original solicitation issuance date. Additionally, explanatory information may be provided below the table for each contract cure notice, along with a brief description of the work. If the Offeror does not have any contracts/projects to report, a blank form shall be submitted stating such.

Table L-5.3 ***List of Contracts - Conditional Payment of Fee/Profit/Other Incentive Actions***

Client Name	Contract No.	Client Point of Contact	POC Information (address, phone no., email address)	Performance Period	Reason for Action

Note: Information shall only be provided for contracts that are currently being performed or have a period of performance end date within the preceding 4 years from the date of the original solicitation issuance date. Additionally, explanatory information may be provided below the table for each contract Conditional Payment of Fee/Profit/Other Incentive action (as described in the DEAR), along with a brief description of the work. If the Offeror does not have any contracts/projects to report, a blank form shall be submitted stating such.

Attachment L-6

Cost and Fee/Profit Elements Workbook

See separate file.

Attachment L-7

Contract Transition Task Order

See separate file

Attachment L-8

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, *Limitation of Cost*) and/or limitation on payments (FAR 52.216-16, *Incentive Price Revision—Firm Target*)? Please explain.
- (b) Required to support requests 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-9

List of DOE Contracts

Instructions: The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), and Teaming Subcontractors, shall provide a listing of all DOE prime contracts (including NNSA) currently being performed and/or for contracts that have a period of performance end date within the last 4 years from the original solicitation issuance date. If the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or Teaming Subcontractors provided past performance information on predecessor companies that existed prior to any mergers or acquisitions, the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), or Teaming Subcontractor(s) shall also provide a list of DOE contracts for the predecessor companies. This includes contracts for which the Offeror and/or Teaming Subcontractor was a member organization in a joint venture, LLC, or other similar entity as a prime Contractor to DOE. The below information should be provided for the entity to which the DOE prime contract was awarded, rather than a proposing entity under this solicitation. Also, this list shall only include DOE prime contracts performed by the proposing entity and any affiliate companies for which an L-3 form is submitted (including within LLC arrangements), and shall not include any contracts performed by other affiliates not otherwise performing any of the submitted L-3 reference contracts (if applicable).

a. Prime Contract Number:
b. Contract Title:
c. Prime Contractor Name:
d. Prime Contractor DUNS #:
e. LLC Member Name:
f. LLC Member DUNS #:
g. Period of Performance:
h. Contract Value:
i. Contract Description (brief; 1-2 sentences):
j. Contract NAICS:

This page intentionally left blank