PART IV — REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

TABLE OF CONTENTS

L.1 RESERVED 1

L.2 RESERVED 1

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

L.4 DOE-L-2017 EXPENSES RELATED TO OFFEROR SUBMISSIONS (OCT 2015) . 1

L.5 DOE-L-2022 ALTERNATE BID/PROPOSAL INFORMATION – NONE (OCT 2015) 1

L.6 DOE-L-2024, NOTICE OF INTENT – USE OF NON-FEDERAL EVALUATORS AND ADVISORS (OCT 2015) 1

L.7 DOE-L-2025 INTENTION TO BID/PROPOSE (OCT 2015) 1

L.8 FAR 52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) 2

L.9 OFFER ACCEPTANCE PERIOD 2

L.10 DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL (OCT 2015) 2

L.11 DOE-L-2002 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME I – OFFER AND OTHER DOCUMENTS – ALTERNATE III AND ALTERNATE IV (OCT 2015) 8

L.12 DOE-L-2003 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL AND MANAGEMENT PROPOSAL – GENERAL (OCT 2015) 11

L.13 DOE-L-2004 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL AND MANAGEMENT APPROACH (OCT 2015) 12

L.14 DOE-L-2005 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II - KEY PERSONNEL (OCT 2015) 13

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

L.16 DOE-L-2010 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – PAST PERFORMANCE (OCT 2015) 17

L.17 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME III – COST OR PRICE PROPOSAL 20

L.18 DOE-L-2014 DATE, TIME, AND PLACE OFFERS ARE DUE (OCT 2015) 22

L.19 DOE-L-2016 NUMBER OF AWARDS (OCT 2015) 22

L.20 CONTACTS REGARDING FUTURE EMPLOYMENT 23

L.21 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION 23

L.22 DOE-L-2021 GUIDANCE FOR PROSPECTIVE OFFERORS - IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS (OCT 2015)..... 23

L.23 DOE-L-2026 SERVICE OF PROTEST (OCT 2015)/ FAR 52.233-2, SERVICE OF PROTEST (SEP 2006)/ AS MODIFIED BY DEAR 952.233-2 SERVICE OF PROTEST (MAY 2010) 23

L.24 DOE-L-2027 NOTICE OF PROTEST FILE AVAILABILITY (OCT 2015) 24

L.25 DOE-L-2028 AGENCY PROTEST REVIEW (OCT 2015)..... 24

L.26 LIST OF SECTION L ATTACHMENTS 24

ATTACHMENT L-1 PERFORMANCE GUARANTEE AGREEMENT 26

ATTACHMENT L-2 KEY PERSONNEL STANDARD RESUME FORMAT 28

ATTACHMENT L-3 PAST PERFORMANCE AND EXPERIENCE REFERENCE INFORMATION FORM 29

ATTACHMENT L-4 PAST PERFORMANCE COVER LETTER AND QUESTIONNAIRE 31

ATTACHMENT L-5 LIST OF CONTRACTS TERMINATED FOR DEFAULT OR CONVENIENCE 35

ATTACHMENT L-6 COST/PRICE PROPOSAL WORKSHEETS (ATTACHED) 36

ATTACHMENT L-7 OFFEROR'S PROPOSED ACCOUNTING SYSTEM INFORMATION 37

ATTACHMENT L-8 MCEP INITIAL EVALUATION FORMS 38

Appendix 1 – Carrier Profile Form 39

Appendix 2 – DOE Initial Evaluation Criteria 58

Appendix 3 – Document Request List 68

ATTACHMENT L-9 PAST PERFORMANCE INFORMATION FORM – TRANSPORTATION ACCIDENTS 69

ATTACHMENT L-10 LIMITATIONS ON SUBCONTRACTING VERIFICATION 70

L.1 RESERVED

L.2 RESERVED

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

The Government contemplates award of a single award, Indefinite-Delivery Indefinite-Quantity contract, utilizing Firm Fixed Price (FFP) Task Orders, that may include a separate Contract Line Item Number (CLIN) (within Task Orders) for specified cost reimbursable (no fee) items, resulting from this solicitation.

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

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

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

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

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

The Government may utilize non-federal 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.7 DOE-L-2025 INTENTION TO BID/PROPOSE (OCT 2015)

In order to facilitate the efficiency of the Government's solicitation and award process through advance information on the anticipated number of offers, potential Offerors are requested to submit the name, address and telephone number of its firm or organization and any subcontractors via email to WIPPTransportation@emcbc.doe.gov not later than 14 calendar days prior to the proposal due date. If the bid/proposal is to be submitted by a teaming arrangement, the Offeror is requested to submit the above information for all members of the proposing team.

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

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

http://acquisition.gov/comp/far/index.html

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

The following solicitation provisions are incorporated by reference:

Table L-1

Provision No.	FAR/DEAR Reference	Title
L.8.A	FAR 52.204-7	System for Award Management (JUL 2013)
L.8.B	FAR 52.204-16	Commercial and Government Entity Code Reporting (JUL 2015)
L.8.C	FAR 52.215-1	Instructions to Offerors - Competitive Acquisition (JAN 2004)
L.8.D	FAR 52.215-16	Facilities Capital Cost of Money (JUN 2003)
L.8.E	FAR 52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort (OCT 2009)
L.8.F	FAR 52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
L.8.G	FAR 52.237-1	Site Visit (APR 1984)
L.8.H	**FAR 52.247-6**	**Financial Statement (APR 1984)**
L.8.I	**FAR 52.247-45**	**F.O.B. Origin and/or F.O.B. Destination Evaluation (APR 1984)**
L.8.J	DEAR 952.219-70	DOE Mentor-Protégé Program (MAY 2000)
L.8.K	DEAR 952.233-4	Notice of Protest File Availability (AUG 2009)
L.8.L	DEAR 952.233-5	Agency Protest Review (SEP 1996)

L.9 OFFER ACCEPTANCE PERIOD

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

L.10 DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL (OCT 2015)

(a) Offeror. The term "Offeror," as used in this Section L, refers to the single entity submitting the proposal. The Offeror may be a single corporation or a "contractor team arrangement" as defined in FAR 9.601(1), for example, a limited liability

company, limited liability partnership, joint venture, or similar entity or arrangement. The Offeror may be an existing or newly-formed business entity for the purposes of competing for any contract resulting from this solicitation. If the Offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)

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

(1) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used and will be the sole method for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at: https://www.fedconnect.net and through the Federal Business Opportunities website at www.fbo.gov. These electronic mediums will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through these mediums. Offerors and all other interested parties will need to maintain continual surveillance of the websites 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, drawings, specifications, other documents and other communications are also available through the procurement website at https://www.emcbc.doe.gov/SEB/wipp_transportation_services/.

(c) Submission of proposals.

(1) The Offeror must be registered in FedConnect at https://www.fedconnect.net. The Offeror must also be registered in the System for Award Management (SAM) at https://www.sam.gov, in accordance with FAR 52.204-7, System for Award Management.

(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. The official proposal shall only be accepted through FedConnect. It is imperative that the Offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded, submitted and received in their entirety in the FedConnect Responses web portal no later than 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 web site. Subcontractor submissions of proprietary information may provide a password protected document file to the prime and share the password with the Contracting Officer. The subcontractor proposal must adhere to the proposal due date/time in the solicitation.

(3) The offeror shall insert 365 calendar days in block 12 of the SF 33 in accordance with Section L provision L.9.

(4) Electronic submission of a proposal via FedConnect shall be considered the Offeror's official offer and will be considered binding.

(5) In addition to the electronic submission of the Offeror's official proposal via FedConnect, the Offeror shall submit the required number of paper (and electronic) copies of each proposal volume as indicated below. The content in the paper copy shall be identical to the content of the electronic copies. The paper copies shall be submitted no later than the proposal due date to:

U.S. Department of Energy
Attention: Lori Sehlhorst, Contracting Officer
Address: 250 E. 5th Street, Suite 500
City/State/Zip: Cincinnati, OH 45202

Shipping materials shall be marked as follows:
TO BE OPENED BY ADDRESSEE ONLY. RFP NO. DE-SOL-0009438

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

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

Proposal Volume – Title	Copies Required
Volume I – Offer and Other Documents	Hardcopy: 1 signed original and 1 copy CDs: 2
Volume II – Technical and Management Proposal Factor 1: Technical and Management Approach Factor 2: Key Personnel Factor 3: Relevant Experience Factor 4: Past Performance	Hardcopy: 1 signed original and 5 copies CDs: 6
Volume III – Cost or Price Proposal	Hardcopy: 1 signed original and 5 copies CDs: 6

(d) Solicitation instructions and proposal information.

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

(2) These instructions are not evaluation factors. Evaluation factors are set out in Section M, Evaluation Factors for Award, of this solicitation. However, failure to provide the requested information may make an Offeror ineligible for award or adversely affect the Government's evaluation of an Offeror's proposal. The Government will compare the Offeror's proposal with the terms noted in Section L in order to perform a compliance review. Any Offerors proposal determined non-compliant per the terms noted in Section L may not be evaluated and may not be further considered for award. In addition, a proposal may be eliminated from further consideration before the initial rating if the proposal is deficient as to be totally unacceptable on its face. For example, a proposal may be deemed unacceptable if it does not represent a reasonable initial effort to address the essential requirements of the solicitation, or if it clearly demonstrates that the Offeror does not understand the requirements of 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 below for each factor.
(iii) Volume III, Cost or Price Proposal – No page limit.

(2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth above, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, blank pages, and the cross reference matrix. Those pages that exceed the limits set forth above will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.

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

(f) Proposal specifications.

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

(2) Cross reference matrix. The Offeror shall provide a cross reference matrix which correlates the proposal by page and paragraph number to the Performance Work Statement, Section L instructions, and Section M evaluation factors. The cross reference matrix shall be inserted immediately following the table of contents of the corresponding volume of the Offeror's proposal.

(3) Page size. Page size shall be 8½ x 11 inches for text pages, excluding foldouts. When 8½ x 11 inch pages contain text on both front and back, this is considered two pages. Page size for foldouts shall not exceed 11 x 17 inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages shall fold entirely within the volume in which it appears. When 11 x 17 inch pages are used, this is considered two pages; if tables and graphics are on both front and back, this is considered four pages. Tables of Contents, Lists of Figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page. Use of 11½ x 17 binders for the Cost Volume is permitted.

(4) Print type. Text shall be 12 point or larger, single-spaced, using Times New Roman font type. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 10 point or larger using Times New Roman font type. Print type used in completing forms attached to this RFP as Microsoft® (MS) Word®, Access®, or Excel® documents shall not be changed from the styles used in the attachments.

(5) Page margins. Page margins for text pages and foldouts shall be a minimum of one inch at the top, bottom, and each side. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the Offeror; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition. This is the only information that can be displayed within the margins. Two columns of text per page and use of boldface type for paragraph headings are acceptable.

(6) Page numbering. All pages shall be sequentially numbered by volume.

(7) File format. Files submitted shall be readable and searchable using Microsoft® (MS) Word®, Excel® (Version 2010 or higher) including working formulas and computations, or Adobe portable document format (PDF) (must be in a searchable format, not scanned). The Adobe PDF shall not be password protected or contain other security restraints unless access information is provided.

(8) Binding and Labeling of Hard Copies. Each volume shall be separately bound in three-ringed loose-leaf binders. Cost proposals may be submitted in three-

ringed binders of any size up to 11½ x 17. Staples shall not be used. The outside front cover of each binder shall indicate the Contractor's name, the RFP number, the title of the RFP, and the copy number (i.e., sequentially number the required copies with the original being Copy No. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position. Pages shall be numbered sequentially by volume and by individual sections within each volume.

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

(h) Questions.

(1) Questions regarding this solicitation must be submitted to WippTransportation@emcbc.doe.gov no later than 3:00 PM Eastern Daylight Time on August 1, 2016. If DOE has not acknowledged receipt of submitted questions within three (3) business days, the Offeror may contact the Contracting Officer to confirm receipt of questions. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on the procurement website as soon as practicable. DOE will make every effort to have all questions answered at least two weeks before the proposal submission date. The Government will not identify prospective Offerors submitting questions. Offerors must check the procurement website periodically to ascertain the status of answers to questions.

(2) This solicitation is considered complete and adequately describes the Government's requirements. If an Offeror believes that there is an error in the solicitation, or an omission, the Offeror shall submit a question to WippTransportation@emcbc.doe.gov.

(i) False Statements. Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

(j) Examination of data. By submission of a proposal, the Offeror grants to the Contracting Officer, or an authorized representative of the Contracting Officer, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the Contracting Officer prior to award.

(k) Commitment of Public Funds. The Contracting Officer is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.

(l) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: Part I – The Schedule; Part II – Contract Clauses; Part III, Section J – List of Documents, Exhibits and Other

Attachments; and Part IV, Section K – Representations, Certifications, and Other Statements of Offerors. Part IV, Section K will be incorporated into the contract by reference.

L.11 DOE-L-2002 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME I – OFFER AND OTHER DOCUMENTS – ALTERNATE III AND ALTERNATE IV (OCT 2015)

(a) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by Offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill-in information in a contract clause, the Offeror shall submit only those pages that require input of information or a signature. Those specific areas include, but are not limited to:

(1) Section B:
- (i) B.1, DOE-B-2010 Indefinite-Delivery Indefinite-Quantity Contract (Oct 2014)
- (ii) B.3, Pricing Schedule
- (iii) B.4, Non-Labor Cost – Indirect Ceiling Rate

(2) Section H:
- (i) H.11, DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (Oct 2014)
- (ii) H.27, Key Personnel

(3) Section I:
- (i) I.54, FAR 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997) Alternate I (Jul 1995)
- (ii) I.65, FAR 52.227-23 Rights to Proposal Data (Technical) (Jun 1987)
- (iii) I.126, DEAR 952.227-82 Rights to Proposal Data (Apr 1994)

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

(c) Standard Form 33, Solicitation, Offer And Award – One (1) 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.

(d) Administrative information. Offerors shall provide the following information:

(1) Solicitation number (reference paragraph (c)(2)(i) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).

(2) Offeror name. Name, address, telephone and facsimile number, e-mail, and Data Universal Numbering System Number (DUNS) of the Offeror (reference paragraph (c)(2)(ii) of the Section L provision at FAR 52.215-1, Instructions to Offerors –Competitive Acquisition).

(3) Negotiators. Name(s), title(s), telephone and facsimile numbers of persons authorized to negotiate on the Offeror's behalf (reference paragraph (c)(2)(iv) of the Section L provision at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition).

(4) 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).

(5) Government agency administration. Government agency(ies) and name of its representative(s) having administrative cognizance over the Offeror or parent company within the meaning of FAR subpart 42.3, Contract Administration Office Functions, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.

(e) Subcontractors and other entities.

(1) Name, address, and DUNS number for all proposed, critical subcontractors. The Offeror's proposal submission, including Volume II, shall only include critical subcontractors (defined as any subcontractor proposed to perform driver services, tractor services, and/or tractor and trailer maintenance services during the life of the contract regardless of subcontract value). For all subcontracts, the Prime contractor must submit the information required by FAR 15.404-3.

(2) If the Offeror is a joint venture, limited liability company, limited liability partnership or other similar entity (multi-member, shared ownership) provide –

(i) Name, address, and DUNS of the parent or member company(ies) of the Offeror - joint venture members, limited liability company members, limited liability partnership members, etc.; and

(ii) Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after any contract award, that describe the business arrangement between the members, including the identity of the one member/partner who has the majority interest in the Offeror.

(f) Representations and certifications.

(1) If the Offeror has completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8, Annual Representations and Certifications and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the Offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the Offeror shall submit those changes in accordance with FAR 52.204-8. The Offeror 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. If an Offeror takes exception to or deviates from the terms and conditions of the proposed contract (Sections A-J) or other provisions of the solicitation, each exception and deviation shall be specifically identified and fully explained. Any exceptions or deviations must also identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall be repeated in the other volumes to which the deviation or exception applies – Volumes II and III. Only exceptions or deviations specifically identified in this section, if accepted by the government, will take precedence over the terms and conditions of the solicitation.

(2) Any exceptions or deviations by the Offeror to the terms and conditions stated in the solicitation for the resulting contract may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.

(h) Organizational Conflicts of Interest (OCI). The Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined in FAR 9.601(1), as well as any critical subcontractor(s) as defined in section L.11(e)(1) shall provide a fully executed Section K.4, Organizational Conflicts of Interest Disclosure and any necessary statements required by the provision. If the Offeror believes there is an existing or potential OCI, the Offeror shall submit an appropriate draft mitigation plan in accordance with the requirements of Section H clause entitled, DOE-H-2035 Organizational Conflict of Interest Management Plan. If the Department identifies an existing or potential OCI, the Offeror shall submit any information requested by the Department; including a draft mitigation plan (see FAR 9.5 for requirements).

(i) Equal opportunity compliance. The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation in

accordance with FAR 52.222-24. This information shall include the company name, address, phone number and the point of contact for EEOC. This information shall be provided for the Offeror, as well as, each joint venture member, members of a newly formed entity, including LLCs, formed for the purpose of performing this Contract, or members of similar entities. Additionally, each proposed subcontractor is required to provide the information described above.

(j) Performance guarantee agreement. The Offeror shall provide the Performance Guarantee Agreement in accordance with the clause DOE-H-2016, Performance Guarantee Agreement. See Attachment L-1, Performance Guarantee Agreement, for form and text of the required Performance Guarantee Agreement.

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

(l) The Offeror shall provide documentation to be utilized in determining Offeror responsibility as outlined below:

(1) Clause H.13 “Motor Carrier Evaluation Program (MCEP) Audit” requires that the Contractor pass the MCEP or the contract may be terminated for default. It is the Offeror's responsibility to demonstrate its capability to pass the MCEP Audit, through completing and submitting the MCEP Initial Evaluation Forms provided in Attachment L-8 “MCEP Initial Evaluation Forms” or by providing proof of current MCEP audit certification. In addition it is the Offeror's responsibility to demonstrate the capability of its teaming partners and/or members, and critical subcontractors responsible for transporting TRU waste, to pass the MCEP Audit. Forms shall be submitted for the Offeror, its teaming partners and/or members, and critical subcontractors responsible for transporting TRU waste, and shall be submitted with the Offeror's proposal.

(2) The Offeror shall submit a copy of the most recent audit report(s), regardless of year conducted, that describes the results of the most recent United States Department of Transportation Compliance Review. The Offeror shall also submit a copy of the audit report that describes the results of its latest United States Department of Transportation Security Review, if any, that has been conducted within five (5) years of the effective date of the solicitation. The Offeror shall address any violations, deficiencies, issues identified, if any, in both of the reports and include corrective actions, if any. If the Offeror has not had a Department of Transportation Security Review within the last five (5) years it should state accordingly in its proposal.

L.12 DOE-L-2003 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL AND MANAGEMENT PROPOSAL – GENERAL (OCT 2015)

(a) The Technical and Management Proposal (Volume II), consists of written information to allow Offerors to demonstrate their approach and capabilities to perform the prospective contract. The instructions contained in this and other

provisions of the solicitation are provided to assist Offerors in preparing their proposals and are not evaluation factors; however, failure to comply with these instructions may result in a deficient proposal. The Technical and Management Proposal will be evaluated in accordance with the evaluation factors stated in Section M, Evaluation Factors for Award.

(b) Offerors shall address, in the Technical and Management Proposal, those areas contained in the respective Section L provisions below. Each of these areas corresponds to the evaluation factors contained in Section M of the solicitation.

(c) The Technical and Management Proposal shall comply with the requirements contained in the provision at DOE-L-2001, Proposal Preparation Instructions – General and other applicable provisions of the solicitation, including any required format and page limitations. Offerors shall be specific and complete in addressing the information required to be included in the Technical and Management Proposal. Offerors shall not simply offer to perform work in accordance with the work statement; rather, Offerors shall provide their specific approach and capabilities to perform the required work. Moreover, Offerors shall not merely restate the work scope and/or other solicitation requirements in its technical and management proposal.

(d) No cost or price information shall be included in the Technical and Management Proposal, unless specifically requested in the solicitation.

L.13 DOE-L-2004 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – TECHNICAL AND MANAGEMENT APPROACH (OCT 2015)

FACTOR 1: TECHNICAL AND MANAGEMENT APPROACH (*The Technical and Management Approach section shall not exceed 30 pages*.)

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

(a) The Offeror shall fully describe its understanding, capability, and technical approach for performing and achieving the PWS objectives and activities, including, but not limited to, the below-listed requirements of the PWS.

(1) Contract Transition:
The Offeror's proposal shall describe its technical approach for transitioning the work (and workforce) from the incumbent contractor, in accordance with the contract requirements contained in C.3.1.16.1, Contract Transition and C.4.3, Transition Plan. The approach shall address those activities, and associated schedule, necessary to be performed to maintain continuity of services from the beginning of the transition period through assumption of full responsibility for the work within 60 days.

(2) Transportation Management:

The Offeror's proposal shall describe its technical approach to successfully implement and execute the technical and management requirements of the PWS to include the methods and processes for providing CVSA level VI qualified tractor and driver services to meet task order requirements, including dispatch process and monitoring of trucks in accordance with the DOE Transportation Schedule (C.3).

(3) Tractors, Trailers, and Support Equipment – Acquisition and Maintenance:
The Offeror's proposal shall describe its technical approach for acquiring and maintaining tractors and support equipment to CVSA level VI criteria, as identified in the PWS, in order to provide qualified tractor-trailer services that will achieve a one percent (1%) or less monthly tractor-trailer set downtime rate (C.3.3 and C.3.4).

(4) Quality Assurance:
The Offeror's proposal shall describe its technical approach to successfully implement and execute a quality assurance program for hazardous waste transport operations as specified in the PWS (C.4.5).

(5) Safety Program:
The Offeror's proposal shall describe its technical approach for establishing and maintaining a safety/ISMS program (C.4.6) that meets the PWS requirements for providing qualified driver services (C.3.1.13).

(b) Risks:
The Offeror's proposal shall identify the three most significant risks to successful performance of the PWS; the offeror shall describe its rationale for the identified risks and their potential impacts; and its technical approach to eliminate, avoid, or mitigate each of these risks. If more than three risks are identified by the Offeror, DOE will evaluate only the first three risks.

(c) Assumptions:
The Offeror's proposal shall describe all key technical inputs, assumptions, and justifications used to determine its technical approach and/or support its technical understanding.

L.14 DOE-L-2005 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II - KEY PERSONNEL (OCT 2015)

FACTOR 2: KEY PERSONNEL *(The key personnel section is limited to resumes and Letters of Commitment. The Project/Terminal Manager resume is limited to three (3) pages exclusive of the letter of commitment, which is limited to one (1) page.)*

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 a key person for the Project/Terminal Manager position, which will be incorporated into the contract through the clause at H.27, Key Personnel. Only one individual may be proposed for the key personnel position and the key person shall be employed by the prime contractor. The Offeror must provide confirmation that the proposed Project/Terminal Manager is employed by the prime contractor. The Project/Terminal Manager position is a position that is required to be located at and performed on-site, at the terminal. No other Key Personnel besides the Project/Terminal Manager shall be proposed. The Offeror shall not provide the names or qualifications of any non-key personnel.

(b) Resume:

(1) The Offeror shall provide a written resume for the proposed key person in the format shown in Attachment L-2 to Section L. The resume shall describe the key person's education, relevant experience, accomplishments, and other information supporting the individual's qualifications and suitability for the proposed position. The resume shall address the following:

(i) Relevant experience on work of similar scope, size, and complexity to that required under the contract: similar scope, size, and complexity are defined as follows: scope – type of work; size – dollar value and contract duration; and complexity – performance challenges and risk.

(ii) Relevant knowledge and experience with training and operations; safety; dispatching; and hazardous and/or radioactive material transporting, as it pertains to 49 CFR 170-178 and 350-399.

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

(iv) Education, training, certifications, and licenses, including any experience in lieu of education that supports the suitability for the position.

(v) The Offeror shall ensure that the key person proposed for this effort will be assigned to this effort full-time. Failure to propose the key person as full-time for this effort may adversely affect the Government's evaluation of the proposal.

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

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

(c) Letter of commitment: A letter of commitment shall be submitted for the individual proposed as a key person. The key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal beginning on the effective date of the contract for a period of two (2) years. Failure to submit a letter of commitment may adversely affect the Government's evaluation of the proposal. A format for 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 Contractor) receives the award and will perform in the proposed position for a minimum of two (2) years following the contract award date. I also hereby certify that _____ (insert name of individual proposed) will be physically located on site, at the terminal."

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

FACTOR 3: RELEVANT EXPERIENCE *(The Experience section shall be limited to the Attachment L-3, Past Performance and Experience Reference Information Form which is limited to three (3) pages per reference contract/project. Only one completed Attachment L-3, Past Performance and Experience Reference Information Form shall be submitted for each contract or project to support both the Relevant Experience and Past Performance factors. The completed Attachment L-3 forms shall be organized under the Past Performance Factor in Volume II for proposal submission purposes.)*

Offerors shall include the following information in the Volume II - Technical and Management Proposal related to the Offeror's experience [Note that all of the below information shall be contained within the Attachment L-3 forms only.]:

(a) Offeror experience: The Offeror shall describe its relevant experience in performing work similar in scope, size, and complexity to that described in the Performance Work Statement. Similar scope, size, and complexity are defined as follows: scope – type of work (e.g., work as identified in the PWS, including cross-country shipment of hazardous and/or radioactive waste, other hazardous or radioactive shipments, and/or other types of cross-country or long-haul shipments); size – dollar value and contract duration; and complexity – performance challenges and risk (e.g., types of waste, nuclear environment, CVSA Level VI inspection criteria, working with Federal, State, Tribal regulatory bodies and stakeholder groups, rigorous safety and quality assurance requirements, stringent driver qualification requirements, etc.). In describing relevant experience, Offerors shall describe the outcomes of specific work experiences, e.g., level to which contract requirements and objectives were met.

(b) Subcontractor and other entity experience: In addition to the Offeror's relevant experience, the Offeror shall describe the relevant experience of any proposed critical subcontractors that are proposed to perform work under the contract. The

proposal shall only include experience information for critical subcontractor(s) as defined in section L.11(e)(1). The Offeror's other subcontractor(s), not defined as a critical subcontractor shall not submit experience information and any submitted information will not be evaluated. The Offeror shall describe the relevant experience - similar in scope size, and complexity - in relation to that portion of the work proposed to be performed by the subcontractor or other entity. Other entities may include, for example, members of a limited liability company (LLC) or joint venture, an affiliate of the Offeror, or other critical teaming partner. In describing relevant experience, critical subcontractors or other entities shall describe the outcomes of specific work experiences, e.g., level to which contract requirements and objectives were met.

(c) Work to be performed: The experience provided for the Offeror, critical subcontractors, or other entities shall describe its relevancy to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the Performance Work Statement, the work to be performed by each entity, and the relevant experience of that entity (as detailed in the Attachment L-3, Past Performance and Experience Reference Information Form.

(d) Newly formed entity and predecessor companies: If the Offeror, critical subcontractors, or other performing entities are a newly formed entity with no experience, the Offeror shall provide relevant experience for the parent organization(s) or the member organizations in a joint venture, LLC, or other similar entity. The Offeror may also provide relevant experience on predecessor companies resulting from mergers and acquisitions.

(e) Contracts information: The Offeror shall provide the relevant experience information as requested in this provision on up to three (3) contracts, either completed or currently being performed by the Offeror, and one (1) contract, either completed or currently being performed, for each proposed critical subcontractor(s). If the Offeror is a newly formed entity, joint venture, LLC, or similar entity the Offeror shall provide relevant experience information for a TOTAL of three (3) contracts for its parent organization(s) or member organizations (e.g., if the Offeror is a Joint Venture comprised of two companies, the Offeror may submit a maximum of three references (L-3 forms) total; not three for each comprising entity). The Offeror shall only provide contract relevant experience information for contracts that are currently being performed and/or for contracts that were completed within the last five (5) years from the date proposals are due.

(1) Contracts may be, but are not limited to, contracts with federal, state, local and foreign governments and/or with commercial customers.

(2) Include information on challenges and problems encountered in performance of the work, actions initiated to address these matters, and the effect the actions taken had on the performance of the contract.

(3) Contracts used as a representation of the Offeror's experience must be the same contracts submitted in accordance with the provision at DOE-L-2010, Proposal

Preparation Instructions, Volume II - Past Performance, and as listed in the Past Performance and Experience Reference Information Form contained in Attachment L-3 to Section L. **The contracts referenced for each entity shall be the same contracts for which Past Performance information is provided for in Evaluation Factor 4 – Past Performance below.**

(4) Attachment L-3, Past Performance and Experience Reference Information Form is limited to three (3) pages. Information pertaining to Evaluation Factor 3 – Relevant Experience shall only be provided within Attachment L-3. DOE does not want and will not evaluate a summary section highlighting relevant experience that is submitted in addition to Attachment L-3.

(5) All information provided under this evaluation factor 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, critical subcontractors, and/or teaming participants) under the Offeror's proposed approach.

(f) Verification of experience: The Government may verify an Offeror's or critical subcontractor's experience, including represented outcomes of specific work experiences, from third-party sources, including reference checks from customers, clients, and business partners.

L.16 DOE-L-2010 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II – PAST PERFORMANCE (OCT 2015)

FACTOR 4: PAST PERFORMANCE *(The Past Performance section shall be limited to the Attachment L-3, Past Performance and Experience Reference Information Form, limited to 3 pages per reference contract/project, the Attachment L-5, List of Contracts Terminated for Default or Convenience, which has no page limit, and the Attachment L-9, Past Performance Information Form –Transportation Accidents, which has no page limit. Only one completed Attachment L-3, Past Performance and Experience Reference Information Form shall be submitted for each contract or project to support both the Relevant Experience and Past Performance factors. The completed Attachments L-3, L-5, and L-9 shall be included in this Volume II, Factor 4: Past Performance.*

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

(a) Offeror past performance: The Offeror shall provide information on its record of relevant past performance on work similar in scope, size, and complexity to that described in the Performance Work Statement. Similar scope, size, and complexity are defined as follows: scope – type of work (e.g., work as identified in the PWS, including cross-country shipment of hazardous and/or radioactive waste, other hazardous or radioactive shipments, and/or other types of cross-country or long-haul shipments); size – dollar value and contract duration; and complexity – performance challenges and risk (e.g., types of waste, nuclear environment, CVSA Level VI inspection criteria, working with Federal, State, Tribal regulatory bodies

and stakeholder groups, rigorous safety and quality assurance requirements, stringent driver qualification requirements, etc.).

(b) Subcontractor and other entity past performance: In addition to the Offeror's record of relevant past performance, the Offeror shall provide information on the record of relevant past performance for any proposed critical subcontractors and any other entities that are proposed to perform work under the contract. The proposal shall only include past performance information for critical subcontractors as defined in L.11(e)(1). The Offeror's other subcontractor(s), not defined as a critical subcontractor, shall not submit past performance information and any submitted information will not be evaluated. The Offeror shall provide such information on work similar in scope, size, and complexity to that portion of the work proposed to be performed by the subcontractor or other entity. Other entities may include - members of a limited liability company (LLC), joint venture, or other similar entity or an affiliate of the Offeror.

(c) Work to be performed: The record of past performance provided for the Offeror, critical subcontractors, or other entities shall relate to work performed that is similar to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the work statement, the work to be performed by each entity, and the relevant past performance of that entity.

(d) Newly formed entity and predecessor companies: If the Offeror, subcontractors, or other performing entities are a newly formed entity with no record of past performance, the Offeror shall provide past performance information for the parent organization(s) or the member organizations in a joint venture, LLC, or other similar entity. The Offeror may also provide past performance information on predecessor companies resulting from mergers or acquisitions.

(e) Contracts information: The Offeror shall provide past performance information on three (3) contracts, either completed or currently being performed by the Offeror, and one (1) contract, either completed or currently being performed, for each proposed critical subcontractor or other performing entity. If the Offeror is a newly formed entity, joint venture, LLC, or similar entity the Offeror shall provide past performance information for a TOTAL of three (3) contracts total for its parent organization(s) or member organizations (e.g., if the Offeror is a Joint Venture comprised of two companies, the Offeror may submit a maximum of three references (L-3 forms) total; not three for each comprising entity). The Offeror shall only provide contract past performance information for contracts that are currently being performed and/or for contracts that were completed within the last five (5) years from the date proposals are due.

(1) Past performance information form. The Offeror shall submit its past performance information on the Past Performance Information Form contained in Attachment L-3 to Section L. One form shall be provided for each past performance reference (contract).

(2) Contracts may be, but are not limited to, contracts with federal, state, local and foreign governments and/or with commercial customers.

(3) Contracts contained in the Past Performance Information Form shall be the same as those identified under the relevant experience section of the proposal.

(f) Performance information. The Offeror shall identify problems encountered in performance of these contracts and corrective actions taken by the Offeror to resolve those problems. The problems could include, but are not limited to: technical problems; regulatory notices of violation resulting from transportation non-compliances; late deliveries. The problems should have been managed directly by the Offeror or the other team member for which Past Performance Evaluation Forms are being provided. In addition, the Offeror may describe any recognized accomplishments the Offeror has received on the identified contracts.

(g) Terminated contracts. The Offeror shall provide a listing of any contracts of the Offeror, critical subcontractors, or other performing entities that were terminated, including the reasons therefore, within the past five (5) years from the due date for proposals and complete Attachment L-5, List of Contracts Terminated for Default or Convenience. This listing of terminated contracts is not limited to only those contracts contained in the Past Performance Information Form.

(h) Past Performance Questionnaire. The Offeror shall provide the Past Performance Cover Letter and Questionnaire contained in Attachment L-4 to Section L to the client under each referenced contract for which an Attachment 3, Past Performance and Experience Reference Information Form was provided. The Offeror shall request that clients return the Past Performance Questionnaire directly to DOE by mail or electronic means to the address identified below by the due date for the receipt of proposals.

(1) DOE address and contact information.

U.S. Department of Energy
EM Consolidated Business Center
ATTN: Ian Rexroad
250 East 5th Street, Suite 500
Cincinnati, OH 45202

(2) Envelopes shall be marked as follows:

TO BE OPENED BY ADDRESSEE ONLY.
RFP NO. **DE-SOL-0009438**

E-mail: ian.rexroad@emcbc.doe.gov
Phone: 513-246-0077

(3) Receipt of the questionnaires by the Government is not subject to the provisions at FAR 52.215-1, Instructions to Offerors – Competitive Acquisition related to late proposals.

(i) The Offeror shall provide information on accidents that have occurred within 5 years from the proposal due date for the Offeror or the entity actually performing transportation/shipment services and/or where the Offeror was responsible for the management/arrangement of transportation/shipment services by utilizing Attachment L-9, Past Performance Information Form - Transportation Accidents.

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

L.17 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME III – COST OR PRICE PROPOSAL

(a) The Offeror shall provide a completed Section B.1 and B.3 with proposed firm fixed prices and firm fixed unit prices to perform the requirements set forth in the PWS. For Cost Reimbursable items, the Offeror shall use the DOE provided Not-to-Exceed (NTE) cost included in Section B.3(d) and the corresponding worksheet included in the Attachment L-6, Cost/Price Proposal Worksheets to prepare its proposal. The Offeror shall prepare its Cost/Price proposal in accordance with the following instructions:

(b) All price information shall be included in Volume III of the proposal. None of the information contained in Volume III shall be included in any other proposal volumes unless specifically requested in the solicitation.

(c) The Offeror shall provide a proposed price for this effort by completing Attachment L-6, Cost/Price Proposal Worksheets (MS Excel workbook).

(d) If there is a discrepancy between the unit prices specified by the Offeror in Section L, Attachment L-6 and the corresponding unit prices specified by the Offeror in Section B.3, the unit prices specified by the Offeror in Section B.3 will be used to determine the total evaluated price.

(e) Since the Cost/Price Proposal will be evaluated to determine price reasonableness it should be accurate and complete.

(f) All pages, including forms, must be page numbered and all forms, tables, or exhibits must be identified in the table of contents or index.

(g) For proposal preparation purpose, the Offeror shall assume a 60 day Contract Transition Period, with a Transition start date of May 28, 2017. The Offeror shall assume full responsibility for the performance of all other contract requirements on July 28, 2017. Proposed prices shall be provided to reflect the Periods specified in

Section B. The Offeror shall propose cost for each year and in total corresponding to the price for performing the PWS.

(h) Limitations on Subcontracting (FAR 52.219-14). In order to determine the Offeror's compliance with the Limitations on Subcontracting clause (FAR 52.219-14), the Offeror shall identify the work scope being performed between each entity (prime vs subcontractor(s)). Offerors shall complete Attachment L-10, Limitations on Subcontracting Verification that will be used to determine compliance with the Limitations of Subcontracting clause. Per FAR 52.219-14, "At least 50% of the cost of contract performance incurred for personnel shall be expended for employees of the concern." Each proposal submitted in response to this solicitation will be reviewed for compliance with this requirement. For purposes of determining compliance with this clause, the "cost of the contract" and the "cost of contract performance incurred for personnel" are defined in 13 CFR 125.6(e)(1) and (2). **Any proposal that does not meet this requirement may be considered unacceptable and may not be considered for award.**

(i) The Offeror shall provide documentation for Responsibility Determination and Financial Capability as outlined below:

(1) 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 not be limited to, the Offeror's financial statements (audited, if available), notes to the financial statements for the last three fiscal years, and any available lines of credit. This information should be provided for all participants if the Offeror is a joint venture or other teaming arrangement, and for critical subcontractors.

(2) The Offeror shall submit proof of liability coverage in the amount of $5M or greater to transport TRU waste under this solicitation in accordance with 49 CFR 387, and the kinds and minimum amounts of insurance in accordance with DOE-H-2049 Insurance Requirements (OCT 2014). The Offeror shall provide a certificate or information that indicates the Offeror will have coverage in accordance with the above, by the beginning of the Transition Period, May 28, 2017, for a one year period. Note: the solicitation and any resulting contract require continuous coverage throughout the performance period.

(3) Using the above information and other information, the Government will make a FAR Part 9 responsibility determination of the prospective awardee.

(j) The Offerors shall submit an explanation of how costs will be recorded and tracked in the proposed accounting system. If the Offeror's proposed accounting system will allocate costs through the use of an indirect costing rate, the indirect rate and an explanation is required to describe costs to be included in each of the indirect cost pools, as well as a description of each allocation base. For any indirect ceiling rate specified at B.4 which the Offeror proposes to apply to incurred non-labor costs specified at B.3(d), the Offeror shall provide (1) supporting documentation from its

accounting system showing actual pool and base costs used to calculate the allowable indirect cost rate for its most recently completed fiscal year; and (2) if applicable, support for any forecasted pool, base, and indirect cost rate projections currently being used prospectively for government billing and/or government forward pricing purposes. Additionally, the Offerors shall describe its accounting system and the adequacy of that system for reporting costs against government cost-type contracts. The Offerors 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 any joint venture or each member of an LLC. The government may use this information in making determinations of Offerors responsibility.

Offeror's Proposed Accounting System Information – The Offerors (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 information contained in (1) above and the corrective actions that have or will be taken to correct the cited issues, including the implementation time for each action.

(3) If the proposed accounting system has not been formally approved by the Government within the last three years and/or audited within the last five years, or an audit determined the accounting system to be inadequate, then the Offerors shall state this and provide responses to the ―Offeror‘s Proposed Accounting System Information, incorporated into this RFP as Attachment L-7, Offeror's Proposed Accounting System Information.

L.18 DOE-L-2014 DATE, TIME, AND PLACE OFFERS ARE DUE (OCT 2015)

All Offers required by this solicitation are due at the date, time, and place identified on the Standard Form (SF 33), Solicitation, Offer and Award (See Section A, Block 9). Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

L.19 DOE-L-2016 NUMBER OF AWARDS (OCT 2015)

It is anticipated that there will be one award resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if it is 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 SMALL BUSINESS SIZE STANDARD AND SET-ASIDE INFORMATION

This acquisition is a set-aside for small businesses. The size standard for this solicitation is $27,500,000 under North American Industry Classification System (NAICS) code 484230, Specialized Freight (except used goods) Trucking, Long-Distance.

L.22 DOE-L-2021 GUIDANCE FOR PROSPECTIVE OFFERORS - IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS (OCT 2015)

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

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

L.23 DOE-L-2026 SERVICE OF PROTEST (OCT 2015)/ FAR 52.233-2, SERVICE OF PROTEST (SEP 2006)/ AS MODIFIED BY DEAR 952.233-2 SERVICE OF PROTEST (MAY 2010)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from :

Ms. Lori Sehlhorst
Contracting Officer
U.S. Department of Energy
Environmental Management Consolidated Business Center
250 E. 5th Street, Suite 500
Cincinnati, OH 45202

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

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

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

L.24 DOE-L-2027 NOTICE OF PROTEST FILE AVAILABILITY (OCT 2015)

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

(b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of 48 CFR 33.2014(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

L.25 DOE-L-2028 AGENCY PROTEST REVIEW (OCT 2015)

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

L.26 LIST OF SECTION L ATTACHMENTS

L-1 Performance Guarantee Agreement
L-2 Key Personnel Standard Resume Format
L-3 Past Performance and Experience Reference Information Form
L-4 Past Performance Cover Letter and Questionnaire
L-5 List of Contracts Terminated For Default or Convenience
L-6 Cost/Price Proposal Worksheets (Attached)
L-7 Offeror's Proposed Accounting System Information

L-8 MCEP Initial Evaluation Forms
L-9 Past Performance Information Form – Transportation Accidents
L-10 Limitations on Subcontracting Verification

ATTACHMENT L-1
Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE-_____ for the _____ (Contract) dated _____, by and between the Government and _____ (contractor), the undersigned, _____ (Guarantor), a corporation incorporated in the State of _____ with its principal place of business at _____ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which contractor presently or hereafter may have to the Government under the contract; and (b) the full and prompt payment and performance by contractor of all obligations and liabilities of contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

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

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

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

will, upon demand, perform all other obligations of contractor, the performance of which by contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of: (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

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

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

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

_____.
Date

_____
Name of Corporation

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

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

ATTACHMENT L-2
Key Personnel Standard Resume Format

(Resume must not exceed 3 pages in length for the Project/Terminal Manager)

Name of Key Person:

Name of Offeror:

Proposed Position with Offeror:

Availability Date and Period of Commitment: (Insert [month/date/year] for availability date; period of commitment shall be reflected from date of contract award forward)

Name of Company with whom Key Person will be Employed:

Country of Citizenship:

Duties and Responsibilities in Proposed Position:

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

Education: (Provide degree(s) earned, discipline(s), year(s) degree(s) attained, and institution(s); if degree is incomplete, identify the number of hours earned towards degree).

Professional Affiliations, Registrations, Certifications and Licenses:

Will the proposed key person be employed full time by the Offeror: ☐ **YES** ☐ **NO**
If checked "no," reasons why:

Three References: [Name, title, company/organization, address, phone number and e-mail address (current and at least two (2) previous employers or positions)]

ATTACHMENT L-3
Past Performance and Experience Reference Information Form

(Completed Form limited to 3 pages per reference contract/project)

Reference Contract/Project Title

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 Contact Client (e.g. Government Agency or Prime Contractor):	
4. Name and DUNS # of Entity Reference Contract/Project Was Awarded To:	
5. Reference Contract/Project Number: Reference Contract/Project Available in PPIRS *(i.e. Yes/No)*:	
6. Reference Contract/Project Title and Contract/Client Point of Contact:	Name: Project Title: Telephone: Email: Address:
7. Indicate if the Company (identified in #2) was a Prime Contractor, Teaming Partner, or Subcontractor for the Reference Contract/Project:	
8. Reference Contract/Project Period of Performance:	
9. Reference Contract/Project Start Date:	
10. Reference Contract/Project Completion/Termination Date:	
11. Reference Contract/Project Type of Contract (e.g., FP, CPFF, CPAF, etc.):	
12. Reference Contract/Project Total Value (separately list fee if cost-type):	
13. Reference Contract/Project Value Performed To Date (Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment; Date = RFP release date):	
14. Portion (%) of work Company (identified in #2) is proposed to perform on the WIPP Transportation Contract:	
15. Portion (%) of work, including dollar amount and duration, Company (identified in #2) performed on reference contract/project (if different than #12 and #13, insert sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.):	
16. Scope Company (identified in #2) is proposed to perform on the WIPP Transportation Contract. List applicable PWS elements:	

17. Scope Company (identified in #2) performed on reference contract/project:	
18. Complexity Company (identified in #2) is proposed to perform on the WIPP Transportation Contract:	
19. Complexity of work Company (identified in #2) performed on referenced contract/project:	
20. Provide information on problems encountered on the contract/projects identified above and corrective actions taken to resolve those problems (e.g., accident reports, notice of violations, settlement agreements, etc.):	
21. Identify previous contracts (for the company identified in #2) where penalties were paid as a result of replacement of key personnel and discuss the nature of the situation, including how much penalty was paid.	

Note: The Offeror may amend the format for Attachment L-3, Past Performance and Experience Reference Information Form, as long as the exact information, font and size, and page limitations are followed.

ATTACHMENT L-4
Past Performance Cover Letter and Questionnaire

Past Performance Cover Letter for _____

Dear "Client":

We are currently responding to the Department of Energy (DOE) Request for Proposals No. DE-SOL-0009438, Waste Isolation Pilot Plant (WIPP) Transportation Services contract.

The solicitation places significant emphasis on past performance as a source selection factor. In addition to requesting the attached Questionnaire be completed, the Government is requiring that clients of entities responding to the solicitation be identified and their participation in the evaluation process be requested. In the event you are contacted for information by the Government on work we have performed, you are hereby authorized to respond to those inquiries.

We are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance.

Please return the completed questionnaire within ten calendar days.

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

Email Address: WippTransportation@emcbc.doe.gov

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

United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting, Attn: Mr. Ian Rexroad
250 E 5th Street, Suite 500
Cincinnati, OH 45202

If mailing, please mark the envelope:

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

REFERENCED CONTRACT AND CLIENT INFORMATION

Name of Company Being Evaluated:

Contract Number and Title Being Evaluated:

Evaluator's Name:

Evaluator's Address:

Evaluator's Phone:

Evaluator's Organization:

Evaluator's role in the management of the contract:

A. RATING SCALE AND DEFINITIONS:

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

	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.	had trouble overcoming and state how it impacted the Client. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).

C. ASSESSMENT AREAS:

1. Quality of Product or Service

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

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

Supporting Narrative:

2. Schedule Compliance

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

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

Supporting Narrative:

3. Cost Control

Example: How well did the Contractor control its costs?

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

Supporting Narrative:

4. Business Relations

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

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

Supporting Narrative:

5. Management of Key Personnel/Staffing

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

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

Supporting Narrative:

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

Additional Comments:

_____
_____
_____
_____
_____
_____

ATTACHMENT L-5
List of Contracts Terminated For Default or Convenience

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

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

ATTACHMENT L-6
Cost/Price Proposal Worksheets (Attached)

ATTACHMENT L-7
Offeror's Proposed Accounting System Information

1. Is the proposed accounting system in accord with generally accepted accounting principles applicable in the circumstances? Explain.

2. Does the proposed accounting system provide for:

a. Proper segregation of direct costs from indirect costs? Explain.

b. Identification and accumulation of direct costs by contract? Explain.

c. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives? (A contract is a final cost objective.) Explain.

d. Accumulation of costs under general ledger control? Explain.

e. A timekeeping system that identifies employees' labor by intermediate or final cost objectives? Explain.

f. A labor distribution system that charges direct and indirect labor to the appropriate cost objectives? Explain.

g. Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account? Explain.

h. Exclusion from costs charged to government contracts of amounts which are not allowable in terms of FAR 31, Contract Cost Principles and Procedures, or other contract provisions? Explain.

i. Identification of costs by contract line item and by units (as if each unit or line item were a separate contract) if required by the proposed contract? Explain.

j. Segregation of preproduction costs from production costs? Explain.

3. Does the proposed Accounting System provide financial information:

a. Required by contract clauses concerning limitation of cost (FAR 52.232-20 and 21) or limitation on payments (FAR 52.216-16)? Explain.

b. Required to support requests for progress payments? 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? Explain.

5. Is the accounting system currently in full operation? If not, describe which portions are: (1) in operation; (2) set up, but not yet in operation; (3) anticipated; or (4) nonexistent.

ATTACHMENT L-8
MCEP Initial Evaluation Forms

(Appendices 1, 2 and 3 from the "Motor Carrier Evaluation Program Implementation Plan and Procedures" document)

Appendix 1 – Carrier Profile Form

Carrier Profile Form, Part 1							
CORPORATE INFORMATION							
SCAC		**Full Name**			**DBA**		
USDOT No.		**MC No.**		**Dun & Bradstreet No.**		**DOT Safety Rating**	
MCEP	☐	**Cleared Drivers**	☐	**Teams Only**	☐	**Corporate URL**	
Main Phone		**Main Fax**		**SmartWay Partnership Carrier**	☐	**DOE Tendered**	☐
Main Address				**Mailing Address**			

BUSINESS TYPE **(Enter an "X" to signify a positive response)**		
☐ Competitive 8(a)	☐ Emerging Small Business	☐ Economically Disadvantaged
☐ Women Owned Small Business	☐ Historically Underutilized Business Zone	☐ Partial Small Business
☐ Service-Disabled Veteran-Owned Small Business	☐ Total Small Business	☐ Veteran-Owned Small Business
☐ Partial Historically Black College or University/Minority Institution	☐	Total Historically Black College or University/Minority Institution

MOTOR CARRIER TYPE			
☐ Interstate Carrier	☐ Intrastate HazMat Carrier	☐ Interstate HazMat Carrier	☐ Intrastate Non-HazMat Carrier

MOTOR CARRIER OPERATION		
☐ Authorized For-Hire	☐ Exempt For-Hire	☐ Contract Carrier

MOTOR CARRIER SERVICE CLASSIFICATION			
☐ National	☐ Local	☐ Super Regional	☐ On-site
☐ Regional	☐ Truckload (TL)	☐ Less Than Truckload (LTL)	

Carrier Profile Form, Part 1		
CORPORATE INFORMATION		
MOTOR CARRIER CARGO CLASSIFICATION **(Responses should match current MCS-150.)**		
☐ General Freight	☐ Household Goods	☐ Metal; Sheets, Coils, Rolls
☐ Motor Vehicles	☐ Drive Away/Towaway	☐ Logs, Poles, Beams, Lumber
☐ Building Materials	☐ Mobile Homes	☐ Fresh Produce
☐ Liquids/Gases	☐ Intermodal Containers	☐ Passengers
☐ Oil Field Equipment	☐ Livestock	☐ Grain, Feed, Hay
☐ Coal, Coke	☐ Meat	☐ Garbage, Refuse, Trash
☐ U.S. Mail	☐ Chemicals	☐ Commodities Dry Bulk
☐ Refrigerated Food	☐ Beverages	☐ Paper Products
☐ Utility	☐ Farm Supplies	☐ Construction
☐ Water Well	☐ Machinery, Large Objects	
MOTOR CARRIER SERVICES PROVIDED		
☐ Team Drivers	☐ Satellite Tracking	☐ Phone in Service
☐ Constant Surveillance	☐ Signature Security Service	☐ Temperature-Controlled Service
☐ Tarping	☐ Other	

CURRENT FMCSA COMPLIANCE, SAFETY, ACCOUNTABILITY BASIC SCORES

As of [MM YYYY]: _____

Unsafe Driving		**Hours of Service**		**Driver Fitness**		**Controlled Substance & Alcohol**		**Vehicle Maintenance**	

24-Month Inspection Totals	**Total**		**Driver**		**Vehicle**		**HazMat Placard**		**HazMat Placard %**		

24-Month Crash Totals	**Total**		**Injury/Fatal**		**Fatal**		**Injury**		**Tow-away**		

HISTORICAL DATA
(Enter the number of shipments transported for DOE contractors for each year)

Carrier Profile Form, Part 1

CORPORATE INFORMATION

Reporting Year	Total Miles Traveled		Shipments of HRCQ		Shipments of Truckload Radioactive Materials		Shipments of Hazardous Waste			
	On site	Off Site	On site	Off Site	On site	Off Site	On site	Off Site		

HUMAN CAPITAL

(Enter the number of employees that best describes your operations.)

Drivers Employed	Union		Non-Union		Owner/Operators		CDL Drivers		Total Drivers	
Security Clearances	DOE L		DOE Q		DOD Top Secret		Other DOD Clearances			

FINANCIAL RESPONSIBILITY

Insurance Coverage			Operating Ratio		Current Financial Environment		
Type	Limit	Expiration	Year	Ratio	Is Carrier Restructuring?	☐ Yes	
General Liability					Is Carrier Filing for Bankruptcy?	☐ Yes	
Cargo Liability					Is Carrier Merging?	☐ Yes	
Excess Liability			MCEP		Current Assets-To-Liabilities Ratio		
Total Coverage							

REGISTRATIONS/PERMITS/CERTIFICATES

Description	Document Number	Expiration Date
PHMSA Registration		
EPA Transporter Identification Number		
FMCSA Hazardous Materials Safety Permit		
Texas LLRW Transporter Registration		

Carrier Profile Form, Part 1				
CORPORATE INFORMATION				
EQUIPMENT OWNERSHIP (Enter the number of pieces of equipment that best describes your operations.)				
Equipment Type	Owned	Leased	Owner/Operator	Total
Power Units				
Trailers				

Carrier Profile Form, Part 2					
TERMINAL LOCATIONS			TRAILER YARD LOCATIONS		
Location	State	Zip Code	Location	State	Zip Code

Carrier Profile Form, Part 2		
HAZARDOUS MATERIAL TYPES TRANSPORTED BY CARRIER (Enter an "X" to signify that carrier transports the material.)		
Class 1 Explosives	**Class 3 Flammable & Combustible Liquids**	**Class 6 Toxic Materials**
☐ Division 1.1	☐ Class 3 Flammable Liquids	☐ Division 6.1 (Poison Liquid PIH Zone A)
☐ Division 1.2	☐ Class 3 Flammable Liquids (also PIH Zone A)	☐ Division 6.1 (Poison Liquid PIH Zone B)
☐ Division 1.3	☐ Class 3 Flammable Liquids (also PIH Zone B)	☐ Division 6.1, Poison
☐ Division 1.4	☐ Class 3 Flammable Liquids (also PIH Zone C)	☐ Division 6.1, Solid
☐ Division 1.5	☐ Combustible Liquids	☐ Division 6.2
☐ Division 1.6		
Class 2 Gases	**Class 4 Flammable Solids**	**Class 8 Corrosive Material**
☐ Division 2.1 (Flammable Gas)	☐ Division 4.1	☐ Class 8 Corrosive
☐ Division 2.1 (LPG)	☐ Division 4.2	☐ Class 8 (also PIH Zone A)
☐ Division 2.1 (Methane)	☐ Division 4.3	☐ Class 8 (also PIH Zone B)
☐ Division 2.2	**Class 5 Oxidizers**	**Class 9 Miscellaneous Hazardous Materials**
☐ Division 2.2D (Ammonia)	☐ Division 5.1	☐ Class 9
☐ Division 2.3 PIH Zone A	☐ Division 5.2	
☐ Division 2.3 PIH Zone B		
☐ Division 2.3 PIH Zone C		
☐ Division 2.3 PIH Zone D		
MISCELLANEOUS MATERIALS/TYPES TRANSPORTED (Enter an "X" to signify that carrier transports the material.)		
☐ Infectious Waste	☐ Marine Pollutants	☐ Hazardous Substances (RQ)
☐ Polychlorinated Biphenyls(PCBs)	☐ EPA UHWM quantity of hazardous waste (MCEP)	☐ Elevated Temperature Materials
MATERIALS REQUIRING PERMITS/REGISTRATIONS OR MCEP LISTING (Enter an "X" to signify that carrier transports the material.)		
☐ >55 pounds of a Division 1.1, 1.2, or 1.3 material in a motor vehicle (PHMSA Registration & FMCSA Safety Permit)		
Division 1.1, 1.2. & 1.3 materials, transported in bulk ($5,000,000 Liability)		
☐ An amount of a Division 1.5 material requiring placarding (FMCSA Safety Permit)		

Carrier Profile Form, Part 2	
☐	A shipment of compressed or refrigerated liquefied methane or liquefied natural gas, or other liquefied gas with a methane content of at least 85 percent, in a bulk packaging having a capacity equal to or greater than 13,248 L (3,500) gallons (FMCSA Safety Permit)
☐	>1L (1.06 quarts) per package of a poison inhalation hazard, Zone A (PHMSA Registration & FMCSA Safety Permit)
☐	A poison inhalation hazard, Zone C, or Zone D in a packaging having a capacity equal to or greater than 13,248 L (3,500) gallons (FMCSA Safety Permit)
☐	A poison inhalation hazard, Zone B in a bulk packaging (capacity greater than 450 L [119 gallons]) (FMCA Safety Permit)
☐	A quantity of hazardous material that requires placarding (PHMSA Registration)
☐	A shipment of a quantity of hazardous materials in a bulk packaging having a capacity equal to or greater than 13,248 L (3,500 gallons) for liquids or gases or more than 13.24 cubic meters (468 cubic feet) for solids (PHMSA Registration)
☐	A shipment in other than a bulk packaging of 2,268 kg (5,000 pounds) gross weight or more of one class of hazardous materials for which placarding of a vehicle is required for that class (PHMSA Registration)

CLASS 7 RADIOACTIVE MATERIAL PROPER SHIPPING NAMES TRANSPORTED BY CARRIER (Enter an "X" to signify that carrier transports the material)		
☐	UN2908	Radioactive material, Excepted Package – Empty Packaging
☐	UN2909	Radioactive material, Excepted Package – Articles Manufactured from Natural Thorium, Natural Uranium, or Depleted Uranium
☐	UN2910	Radioactive material, Excepted Package – Limited Quantity of Material
☐	UN2911	Radioactive material, Excepted Package– Instruments or Articles
☐	UN2912	Radioactive material, low specific activity (LSA-I) non-fissile or fissile-excepted
☐	UN2913	Radioactive material, low surface contaminated objects (SCO-I) or (SCO-II) non-fissile or fissile-excepted
☐	UN3321	Radioactive material, low specific activity (LSA-II) non-fissile or fissile-excepted
☐	UN3322	Radioactive material, low specific activity (LSA-III) non-fissile or fissile-excepted
☐	UN2915	Radioactive material, type A package non-special form, non-fissile or fissile-excepted
☐	UN3327	Radioactive material, type A package, fissile non-special form
☐	UN3332	Radioactive material, type A package, special form non-fissile or fissile-excepted
☐	UN3333	Radioactive material, type A package, special form, fissile
☐	UN2916	Radioactive material, type B(U) package non-fissile or fissile-excepted

Carrier Profile Form, Part 2		
☐	UN2917	Radioactive material, type B(M) package non-fissile or fissile-excepted
☐	UN3328	Radioactive material, type B(U) package, fissile
☐	UN3329	Radioactive material, type B(M) package, fissile
☐	UN2977	Radioactive material, uranium hexafluoride, fissile
☐	UN2978	Radioactive material, uranium hexafluoride non-fissile or fissile-excepted
☐	UN2919	Radioactive material, transported under special arrangement non-fissile or fissile-excepted
☐	UN3331	Radioactive material, transported under special arrangement, fissile
CLASS 7 RADIOACTIVE MATERIAL WASTE TYPES TRANSPORTED (Enter an "X" to signify that carrier transports the material.)		
☐	Low Level Waste	
☐	Mixed (hazardous/radioactive) Waste	
☐	High Level Waste	
☐	Transuranic Waste (TRU)	
CLASS 7 RADIOACTIVE MATERIAL TYPES TRANSPORTED (Enter an "X" to signify that carrier transports the material.)		
☐	A highway route-controlled quantity of a Class 7 (radioactive) material (PHMSA Registration & FMCSA Safety Permit)	
☐	Spent Reactor Fuel	
☐	Yellow III Label	
☐	Truckload quantities of radioactive materials (MCEP)	

Carrier Profile Form, Part 3

AVAILABLE CARRIER EQUIPMENT TYPES

Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.
Enter an "X" in column for any additional configurations of the equipment that you have in inventory.

FLAT BED

Wood Floor	Yes	w/ Stake Sides	w/ 1 ISO Set Locks	w/ 2 ISO Set Locks	Metal Floor	Yes	w/ Stake Sides	w/ 1 ISO Set Locks	w/ 2 ISO Set Locks	Combo Floor	Yes	w/ Stake Sides	w/ 1 ISO Set Locks	w/ 2 ISO Set Locks	w/2 Strips	w/4 Strips
40' Air-Ride, Wood	☐	☐	☐	☐	40' Air-Ride, Metal Floor	☐	☐	☐	☐	40' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐

Carrier Profile Form, Part 3																
AVAILABLE CARRIER EQUIPMENT TYPES **Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.** **Enter an "X" in column for any additional configurations of the equipment that you have in inventory.**																
Floor																
40' Spring-Ride, Wood Floor	☐	☐	☐	☐	40' Spring-Ride, Metal Floor	☐	☐	☐	☐	40' Spring-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
45' Air-Ride, Wood Floor	☐	☐	☐	☐	45' Air-Ride, Metal Floor	☐	☐	☐	☐	45' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
45' Spring, Wood Floor	☐	☐	☐	☐	45' Spring, Metal Floor	☐	☐	☐	☐	45' Spring, Combo Floor	☐	☐	☐	☐	☐	☐
48' Air-Ride, Wood Floor	☐	☐	☐	☐	48' Air-Ride, Metal Floor	☐	☐	☐	☐	48' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
48' Spring, Wood Floor	☐	☐	☐	☐	48' Spring, Metal Floor	☐	☐	☐	☐	48' Spring, Combo Floor	☐	☐	☐	☐	☐	☐
53' Air-Ride, Wood Floor	☐	☐	☐	☐	53' Air-Ride, Metal Floor	☐	☐	☐	☐	53' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
53' Spring, Wood Floor	☐	☐	☐	☐	53' Spring, Metal Floor	☐	☐	☐	☐	53' Spring, Combo Floor	☐	☐	☐	☐	☐	☐

Carrier Profile Form, Part 3

AVAILABLE CARRIER EQUIPMENT TYPES

Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.
Enter an "X" in column for any additional configurations of the equipment that you have in inventory.

SINGLE DROP (STEP) DECK

Wood Floor	Yes	w/ Stake Sides	w/ 1 ISO Set Locks	w/ 2 ISO Set Locks	Metal Floor	Yes	w/ Stake Sides	w/ 1 ISO Set Locks	w/ 2 ISO Set Locks	Combo Floor	Yes	w/ Stake Sides	w/ 1 ISO Set Locks	w/ 2 ISO Set Locks	w/ 2 Strips	w/ 4 Strips
40' Air-Ride, Wood Floor	☐	☐	☐	☐	40' Air-Ride, Metal Floor	☐	☐	☐	☐	40' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
40' Spring-Ride, Wood Floor	☐	☐	☐	☐	40' Spring-Ride, Metal Floor	☐	☐	☐	☐	40' Spring-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
45' Air-Ride, Wood Floor	☐	☐	☐	☐	45' Air-Ride, Metal Floor	☐	☐	☐	☐	45' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
45' Spring, Wood Floor	☐	☐	☐	☐	45' Spring, Metal Floor	☐	☐	☐	☐	45' Spring, Combo Floor	☐	☐	☐	☐	☐	☐
48' Air-Ride, Wood Floor	☐	☐	☐	☐	48' Air-Ride, Metal Floor	☐	☐	☐	☐	48' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
48' Spring, Wood Floor	☐	☐	☐	☐	48' Spring, Metal Floor	☐	☐	☐	☐	48' Spring, Combo Floor	☐	☐	☐	☐	☐	☐

Carrier Profile Form, Part 3																
AVAILABLE CARRIER EQUIPMENT TYPES **Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.** **Enter an "X" in column for any additional configurations of the equipment that you have in inventory.**																
53' Air-Ride, Wood Floor	☐	☐	☐	☐	53' Air-Ride, Metal Floor	☐	☐	☐	☐	53' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
53' Spring, Wood Floor	☐	☐	☐	☐	53' Spring, Metal Floor	☐	☐	☐	☐	53' Spring, Combo Floor	☐	☐	☐	☐	☐	☐
DOUBLE DROP DECK (AKA LOWBOY OR RGN)																
Wood Floor	**Yes**	**w/ Stake Sides**	**w/ 1 ISO Set Locks**	**w/ 2 ISO Set Locks**	**Metal Floor**	**Yes**	**w/ Stake Sides**	**w/ 1 ISO Set Locks**	**w/ 2 ISO Set Locks**	**Combo Floor**	**Yes**	**w/ Stake Sides**	**w/ 1 ISO Set Locks**	**w/ 2 ISO Set Locks**	**w/ 2 Strips**	**w/ 4 Strips**
40' Air-Ride, Wood Floor	☐	☐	☐	☐	40' Air-Ride, Metal Floor	☐	☐	☐	☐	40' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
40' Spring-Ride, Wood Floor	☐	☐	☐	☐	40' Spring-Ride, Metal Floor	☐	☐	☐	☐	40' Spring-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
45' Air-Ride, Wood Floor	☐	☐	☐	☐	45' Air-Ride, Metal Floor	☐	☐	☐	☐	45' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
45' Spring, Wood Floor	☐	☐	☐	☐	45' Spring, Metal Floor	☐	☐	☐	☐	45' Spring, Combo Floor	☐	☐	☐	☐	☐	☐

Carrier Profile Form, Part 3																
AVAILABLE CARRIER EQUIPMENT TYPES **Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.** **Enter an "X" in column for any additional configurations of the equipment that you have in inventory.**																
48' Air-Ride, Wood Floor	☐	☐	☐	☐	48' Air-Ride, Metal Floor	☐	☐	☐	☐	48' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
48' Spring, Wood Floor	☐	☐	☐	☐	48' Spring, Metal Floor	☐	☐	☐	☐	48' Spring, Combo Floor	☐	☐	☐	☐	☐	☐
53' Air-Ride, Wood Floor	☐	☐	☐	☐	53' Air-Ride, Metal Floor	☐	☐	☐	☐	53' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
53' Spring, Wood Floor	☐	☐	☐	☐	53' Spring, Metal Floor	☐	☐	☐	☐	53' Spring, Combo Floor	☐	☐	☐	☐	☐	☐

Carrier Profile Form, Part 4																
AVAILABLE CARRIER EQUIPMENT TYPES Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type. Enter an "X" in column for any additional configurations of the equipment that you have in inventory.																
CONESTOGA FLAT BED																
Wood Floor	Yes	w/ Stake Sides	w/ 1 ISO Set Locks	w/ 2 ISO Set Locks	Metal Floor	Yes	w/ Stake Sides	w/ 1 ISO Set Locks	w/ 2 ISO Set Locks	Combo Floor	Yes	w/ Stake Sides	w/ 1 ISO Set Locks	w/ 2 ISO Set Locks	w/ 2 Strips	w/ 4 Strips
40' Air-Ride, Wood Floor	☐	☐	☐	☐	40' Air-Ride, Metal Floor	☐	☐	☐	☐	40' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
40' Spring-Ride, Wood Floor	☐	☐	☐	☐	40' Spring-Ride, Metal Floor	☐	☐	☐	☐	40' Spring-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
45' Air-Ride, Wood Floor	☐	☐	☐	☐	45' Air-Ride, Metal Floor	☐	☐	☐	☐	45' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
45' Spring, Wood Floor	☐	☐	☐	☐	45' Spring, Metal Floor	☐	☐	☐	☐	45' Spring, Combo Floor	☐	☐	☐	☐	☐	☐
48' Air-Ride, Wood Floor	☐	☐	☐	☐	48' Air-Ride, Metal Floor	☐	☐	☐	☐	48' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
48' Spring, Wood Floor	☐	☐	☐	☐	48' Spring, Metal Floor	☐	☐	☐	☐	48' Spring, Combo Floor	☐	☐	☐	☐	☐	☐
53' Air-Ride, Wood Floor	☐	☐	☐	☐	53' Air-Ride, Metal Floor	☐	☐	☐	☐	53' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
53' Spring, Wood Floor	☐	☐	☐	☐	53' Spring, Metal Floor	☐	☐	☐	☐	53' Spring, Combo Floor	☐	☐	☐	☐	☐	☐

Carrier Profile Form, Part 4																
AVAILABLE CARRIER EQUIPMENT TYPES **Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.** **Enter an "X" in column for any additional configurations of the equipment that you have in inventory.**																
CONESTOGA SINGLE DROP (STEP) DECK																
Wood Floor	**Yes**	**w/ Stake Sides**	**w/ 1 ISO Set Locks**	**w/ 2 ISO Set Locks**	**Metal Floor**	**Yes**	**w/ Stake Sides**	**w/ 1 ISO Set Locks**	**w/ 2 ISO Set Locks**	**Combo Floor**	**Yes**	**w/ Stake Sides**	**w/ 1 ISO Set Locks**	**w/ 2 ISO Set Locks**	**w/ 2 Strips**	**w/ 4 Strips**
40' Air-Ride, Wood Floor	☐	☐	☐	☐	40' Air-Ride, Metal Floor	☐	☐	☐	☐	40' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
40' Spring-Ride, Wood Floor	☐	☐	☐	☐	40' Spring-Ride, Metal Floor	☐	☐	☐	☐	40' Spring-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
45' Air-Ride, Wood Floor	☐	☐	☐	☐	45' Air-Ride, Metal Floor	☐	☐	☐	☐	45' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
45' Spring, Wood Floor	☐	☐	☐	☐	45' Spring, Metal Floor	☐	☐	☐	☐	45' Spring, Combo Floor	☐	☐	☐	☐	☐	☐
48' Air-Ride, Wood Floor	☐	☐	☐	☐	48' Air-Ride, Metal Floor	☐	☐	☐	☐	48' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
48' Spring, Wood Floor	☐	☐	☐	☐	48' Spring, Metal Floor	☐	☐	☐	☐	48' Spring, Combo Floor	☐	☐	☐	☐	☐	☐
53' Air-Ride, Wood Floor	☐	☐	☐	☐	53' Air-Ride, Metal Floor	☐	☐	☐	☐	53' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
53' Spring, Wood Floor	☐	☐	☐	☐	53' Spring, Metal Floor	☐	☐	☐	☐	53' Spring, Combo Floor	☐	☐	☐	☐	☐	☐

Carrier Profile Form, Part 4																
AVAILABLE CARRIER EQUIPMENT TYPES **Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.** **Enter an "X" in column for any additional configurations of the equipment that you have in inventory.**																
CONESTOGA DOUBLE DROP DECK																
Wood Floor	**Yes**	**w/ Stake Sides**	**w/ 1 ISO Set Locks**	**w/ 2 ISO Set Locks**	**Metal Floor**	**Yes**	**w/ Stake Sides**	**w/ 1 ISO Set Locks**	**w/ 2 ISO Set Locks**	**Combo Floor**	**Yes**	**w/ Stake Sides**	**w/ 1 ISO Set Locks**	**w/ 2 ISO Set Locks**	**w/ 2 Strips**	**w/ 4 Strips**
40' Air-Ride, Wood Floor	☐	☐	☐	☐	40' Air-Ride, Metal Floor	☐	☐	☐	☐	40' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
40' Spring-Ride, Wood Floor	☐	☐	☐	☐	40' Spring-Ride, Metal Floor	☐	☐	☐	☐	40' Spring-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
45' Air-Ride, Wood Floor	☐	☐	☐	☐	45' Air-Ride, Metal Floor	☐	☐	☐	☐	45' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
45' Spring, Wood Floor	☐	☐	☐	☐	45' Spring, Metal Floor	☐	☐	☐	☐	45' Spring, Combo Floor	☐	☐	☐	☐	☐	☐
48' Air-Ride, Wood Floor	☐	☐	☐	☐	48' Air-Ride, Metal Floor	☐	☐	☐	☐	48' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
48' Spring, Wood Floor	☐	☐	☐	☐	48' Spring, Metal Floor	☐	☐	☐	☐	48' Spring, Combo Floor	☐	☐	☐	☐	☐	☐
53' Air-Ride, Wood Floor	☐	☐	☐	☐	53' Air-Ride, Metal Floor	☐	☐	☐	☐	53' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	☐
53' Spring, Wood Floor	☐	☐	☐	☐	53' Spring, Metal Floor	☐	☐	☐	☐	53' Spring, Combo Floor	☐	☐	☐	☐	☐	☐

Carrier Profile Form, Part 5												
AVAILABLE CARRIER EQUIPMENT TYPES **Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.** **Enter an "X" in column for any additional configurations of the equipment that you have in inventory.**												
DRY VAN												
Wood Floor	**Yes**	**w/2" e-track < Full Length**	**w/2" e-track Full Length**	**w/4" e-track < Full Length**	**w/4" e-track Full Length**	**Metal Floor**	**Yes**	**w/2" e-track < Full Length**	**w/2" e-track Full Length**	**w/4" e-track < Full Length**	**w/4" e-track Full Length**	**Refrigerated**
40' Air-Ride, Wood Floor	☐	☐	☐	☐	☐	40' Air-Ride, Metal Floor	☐	☐	☐	☐	☐	☐
40' Spring-Ride, Wood Floor	☐	☐	☐	☐	☐	40' Spring-Ride, Metal Floor	☐	☐	☐	☐	☐	☐
45' Air-Ride, Wood Floor	☐	☐	☐	☐	☐	45' Air-Ride, Metal Floor	☐	☐	☐	☐	☐	☐
45' Spring, Wood Floor	☐	☐	☐	☐	☐	45' Spring, Metal Floor	☐	☐	☐	☐	☐	☐
48' Air-Ride, Wood Floor	☐	☐	☐	☐	☐	48' Air-Ride, Metal Floor	☐	☐	☐	☐	☐	☐
48' Spring, Wood Floor	☐	☐	☐	☐	☐	48' Spring, Metal Floor	☐	☐	☐	☐	☐	☐
53' Air-Ride, Wood Floor	☐	☐	☐	☐	☐	53' Air-Ride, Metal Floor	☐	☐	☐	☐	☐	☐
53' Spring, Wood Floor	☐	☐	☐	☐	☐	53' Spring, Metal Floor	☐	☐	☐	☐	☐	☐

Carrier Profile Form, Part 5												
AVAILABLE CARRIER EQUIPMENT TYPES **Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.** **Enter an "X" in column for any additional configurations of the equipment that you have in inventory.**												
DRY VAN												
Combo Floor	**Yes**	**w/2" e-track < Full Length**	**w/2" e-track Full Length**	**w/4" e-track < Full Length**	**w/4" e-track Full Length**	**Pan Floor**	**Yes**	**w/2" e-track < Full Length**	**w/2" e-track Full Length**	**w/4" e-track < Full Length**	**w/4" e-track Full Length**	
40' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	40' Air-Ride, Pan Floor	☐	☐	☐	☐	☐	
40' Spring-Ride, Combo Floor	☐	☐	☐	☐	☐	40' Spring-Ride, Pan Floor	☐	☐	☐	☐	☐	
45' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	45' Air-Ride, Pan Floor	☐	☐	☐	☐	☐	
45' Spring, Combo Floor	☐	☐	☐	☐	☐	45' Spring, Pan Floor	☐	☐	☐	☐	☐	
48' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	48' Air-Ride, Pan Floor	☐	☐	☐	☐	☐	
48' Spring, Combo Floor	☐	☐	☐	☐	☐	48' Spring, Pan Floor	☐	☐	☐	☐	☐	
53' Air-Ride, Combo Floor	☐	☐	☐	☐	☐	53' Air-Ride, Pan Floor	☐	☐	☐	☐	☐	
53' Spring, Combo Floor	☐	☐	☐	☐	☐	53' Spring, Pan Floor	☐	☐	☐	☐	☐	

Carrier Profile Form, Part 5											
AVAILABLE CARRIER EQUIPMENT TYPES **Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.** **Enter an "X" in column for any additional configurations of the equipment that you have in inventory.**											
CURTAINSIDE VAN											
Wood Floor	**Yes**	**w/ 1 ISO Set Locks**	**w/ 2 ISO Set Locks**	**Metal Floor**	**Yes**	**w/ 1 ISO Set Locks**	**w/ 2 ISO Set Locks**	**Combo Floor**	**Yes**	**w/ 1 ISO Set Locks**	**w/ 2 ISO Set Locks**
40' Air-Ride, Wood Floor	☐	☐	☐	40' Air-Ride, Metal Floor	☐	☐	☐	40' Air-Ride, Combo Floor	☐	☐	☐
40' Spring-Ride, Wood Floor	☐	☐	☐	40' Spring-Ride, Metal Floor	☐	☐	☐	40' Spring-Ride, Combo Floor	☐	☐	☐
45' Air-Ride, Wood Floor	☐	☐	☐	45' Air-Ride, Metal Floor	☐	☐	☐	45' Air-Ride, Combo Floor	☐	☐	☐
45' Spring, Wood Floor	☐	☐	☐	45' Spring, Metal Floor	☐	☐	☐	45' Spring, Combo Floor	☐	☐	☐
48' Air-Ride, Wood Floor	☐	☐	☐	48' Air-Ride, Metal Floor	☐	☐	☐	48' Air-Ride, Combo Floor	☐	☐	☐
48' Spring, Wood Floor	☐	☐	☐	48' Spring, Metal Floor	☐	☐	☐	48' Spring, Combo Floor	☐	☐	☐
53' Air-Ride, Wood Floor	☐	☐	☐	53' Air-Ride, Metal Floor	☐	☐	☐	53' Air-Ride, Combo Floor	☐	☐	☐
53' Spring, Wood Floor	☐	☐	☐	53' Spring, Metal Floor	☐	☐	☐	53' Spring, Combo Floor	☐	☐	☐

Carrier Profile Form, Part 6					
AVAILABLE CARRIER EQUIPMENT TYPES **Enter an "X" in the "Yes" column to signify that the carrier possesses the base equipment type.**					
SPECIALIZED EQUIPMENT					
Specialized Trucks	**Yes**	**Specialized Trailers**	**Yes**	**Material Handling**	**Yes**
Box Van, 12–21 ft	☐	Cargo Tank Trailer, Non-Specification	☐	Forklift, < 10K	☐
Box Van, >21 ft	☐	Cargo Tank Trailer, Specification	☐	Forklift, 10K–20K	☐
Cargo Van	☐	Cylinder Rail Truck	☐	Forklift, >20K	☐
Dump Truck, Side	☐	Dry Bulk Hopper Trailer	☐	Freight (Sealand) Containers, Top Opening	☐
Dump Truck, Bottom	☐	Intermodal Chassis, 1-container	☐	Freight (Sealand) Containers, End Opening	☐
Dump Truck, End	☐	Intermodal Chassis, 2-container	☐	Intermodal Container, Open Top	☐
Pickup Truck, ½-Ton	☐	Hot Shot Trailer	☐	Intermodal Container, Sliding Top Lid	☐
Pickup Truck, ¾ Ton	☐	RGN, Multi-Axle	☐	Roll On/Roll Off Boxes	☐
Pickup Truck, 1-Ton	☐	RGN, Expandable	☐		☐
Pickup Truck, 2-Ton	☐	Roll-Off, 1-Box	☐		☐
Straight Truck, Flatbed	☐	Roll-Off, 2-Box	☐		☐
Straight Truck, Flat, with Stake Sides	☐	Stretch Chassis	☐		☐
Straight Truck, Non-Specification Tank	☐	Vacuum	☐		☐
Straight Truck, Specification Tank	☐		☐		☐
Straight Truck, with Dromedary	☐		☐		☐
Straight Truck, Vacuum	☐		☐		☐
Straight Truck, Roll-Off, 1-Box	☐		☐		☐
Straight Truck, Roll-Off,	☐		☐		☐

2-Box		

Carrier Profile Form, Part 7		
EQUIPMENT INSTALLED SAFETY & SECURITY TECHNOLOGY **Enter an "X" to signify a positive response.**		
Tractors		
☐ Satellite Tracking	☐ Electronic On-board Recorders	☐ Hot Buttons
☐ Coded Engine Starting	☐ Driver Behavior	☐ Other
Trailers		
☐ Tampering Detection	☐ Trailer Tethered/Untethered	☐ Satellite Tracking
☐ Other:		

CARRIER MUST PROVIDE DOE WITH APPROPRIATE OFFICIAL DOCUMENTS (LETTERS OF REGISTRATION, CERTIFICATES, ETC.) FOR ANY ITEMS THAT ARE HIGHLIGHTED ABOVE.

Appendix 2 – DOE Initial Evaluation Criteria

All responses to the questions should be **YES** with the exception of question 7, which should be answered **NO**. If the answer to question 7 is **YES** and the bankruptcy is filed under Chapter 11, carrier eligibility will be determined on a case-by-case basis.

DOE Initial Evaluation Criteria, Part 1: Basic Information		
DOE Evaluation Criteria	**Meets Requirements?**	
	YES	**NO**
Initial Evaluation Process Step 1		
1. Carrier must have a satisfactory safety rating (no new entrant carriers or carriers with a conditional or unsatisfactory rating).		
All BASIC scores must be below the intervention thresholds:		
a. Hours of Service		
b. Driver Fitness		
c. Controlled Substances and Alcohol		
d. Vehicle Maintenance		
e. Crash Indicator		
f. Unsafe Driving		
g. Hazardous Materials		
Initial Evaluation Process Step 2		
2. USDOT identification number (Number) _____		
3. PHMSA HazMat registration number (Number) _____		
4. EPA Registration number (if applicable) (Number) _____		
5. Correct amount of liability insurance coverage for the volume and types of commodities transported		
6. Copy of completed MCS-90 and Accord form		
7. Has the carrier filed a bankruptcy petition within the past 12 months (desirable status is NO)?		
8. Copy of Completed Carrier Profile, Carrier Questionnaire and all items on List of Requested Documents, as applicable to the carrier.		
9. Capable of passing CVSA Level I inspection (based on Maintenance records)		

DOE Initial Evaluation Criteria, Part 1: Basic Information		
DOE Evaluation Criteria	Meets Requirements?	
	YES	NO
10. DOT HazMat Safety Permit (If applicable)		

DOE Initial Evaluation Criteria, Part 2: Evaluation Questions	
1. Is the carrier a party to any pending or enforcement activities by regulatory agencies? (i.e., DOT, EPA, OSHA, State or Local governments, etc.)	
[ ] No [ ] Yes, explain:	
Carrier Safety	
2. Where and how does the carrier maintain records of accidents to meet the requirements of 49 CFR 390.15?	
3. Does the carrier maintain a review board to investigate accidents?	
[ ] No [ ] Yes (title of board members):	
4. Does the carrier maintain a review board to ascertain the preventability of accidents or incidents?	
[ ] No[ ] Yes (title of board members):	
5. Does the carrier have a Safety Department/Organization?	[ ] Yes [ ] No
6. Name and title of persons responsible for compliance in the following areas:	
EPA:	
FMCSR:	
HMR:	
Training:	
Risk Management:	

DOE Initial Evaluation Criteria, Part 2: Evaluation Questions	
Fleet Maintenance:	
Drug and Alcohol Program:	
7. Are current copies (as applicable) of 10 CFR, 29 CFR, 40 CFR, and 49 CFR available to employees of the carrier?	
[ ] No [ ] Yes, format:	
8. What is the frequency of regularly scheduled safety meetings?	
[ ] Weekly [ ] Monthly [ ] Semiannually [ ] Other	
9. What system is used to document a driver's participation in the regularly scheduled safety meetings?	
Emergency Response and Spill Prevention and Control	
10. Does the carrier maintain a capability to respond to emergency situations while trailers, loaded with hazardous materials, are enroute?	
[ ] In-house capability [ ] Third-party capability (with whom):	
11. How does the carrier verify appropriate emergency response information is accompanying all hazardous material shipments (49 CFR 172.602)?	
12. Has the carrier developed written procedures for spill prevention and control?	
[ ] Yes [ ] No	
13. Is the carrier equipped to handle spill remediation and damaged containers at its terminals or on its vehicles when transporting HazMat enroute?	
[ ] No [ ] Yes, how:	
Carrier Equipment Profile	
14. What criteria or criterion do(es) the carrier use to determine equipment replacement?	
Tractors:	

DOE Initial Evaluation Criteria, Part 2: Evaluation Questions	
Trailers:	
Recap tire control:	
Capability to pass CVSA Level 1 inspection of tractor and trailer:	
Owner/Operators:	
15. What types of communication devices are installed in the carrier's equipment?	
[ ] CB Radio [ ] Satellite [ ] Telephone (mobile or cellular) [ ] Two-way Radio [ ] Pagers [ ] Others	
16. Does the carrier utilize onboard equipment to monitor driving habits and equipment use?	
[ ] No [ ] Yes, explain:	
Operations/Customer Service	
17. When pickup or delivery times will not be met, how does the carrier inform the shipper or receiver?	
18. Explain the carrier's ability to trace or track shipments in transit.	
19. Explain the dispatch function.	
20. Does the dispatch function have the ability to lock out drivers or equipment that is not in compliance (HOS or OOS)?	
21. Is the carrier involved in any intermodal programs?	[ ] No [ ] Rail [ ] Vessel
22. What special services may be offered by the carrier?	

DOE Initial Evaluation Criteria, Part 2: Evaluation Questions	
[ ] Drivers with security clearances [ ] Team drivers [ ] Call-in services [ ] Other _____	
23. What Electronic Data Interchange (EDI) capability does the carrier have?	
24. Does the carrier participate in Electronic Funds Transfer (EFT)?	[ ] No [ ] Yes
Drivers	
25. Does the carrier's employee hiring policy include checking:	
[ ] Gaps in employment? [ ] Frequent job shifts or changes? [ ] All names (aliases) used by the applicant? [ ] Applications completed in person, by the applicant, at the facility? [ ] Type of military discharge? [ ] U.S. citizenship? [ ] Appropriate papers on file for resident alien (green card) applicants? [ ] Present or prior residence information? [ ] Personal references? [ ] Criminal history? [ ] Other:	
26. What is the carrier's driver turnover ratio for the past three years?	
Current Year _____ Previous Year _____ Next Previous Year_____	
27. What is the carrier's hiring process and minimum qualifications for driver applicants (49 CFR 391.11)?	
28. What type of background checks are conducted on potential drivers?	
[ ] Former Employer [ ] Criminal [ ] Citizenship [ ] Financial [ ] Other	
29. Does the carrier observe or survey drivers' performance while operating equipment?	
[ ] No [ ] Yes, explain:	
30. Does the carrier have and enforce a written policy regarding drivers placed out-of-service who operate the vehicle before coming into compliance (jumping)?	
[ ] Yes [ ] No, why:	

DOE Initial Evaluation Criteria, Part 2: Evaluation Questions	
Training	
31. How does the carrier ensure that drivers are instructed in, and are knowledgeable of, the Federal Motor Carrier Safety Regulations (FMCSR)?	
32. How does the carrier provide recurrent training in FMCSR regulations?	
33. What is the format of instruction used?	
[ ] Classroom [ ] Video [ ] Audio tape [ ] Newsletters [ ] Read and Sign [ ] Computer-based training [ ] Other _____	
34. Has the carrier developed a program to instruct its drivers on the proper use of personal protective equipment (PPE)?	
[ ] Yes [ ] No	
35. Are drivers trained in emergency response actions?	[ ] Yes [ ] No
36. Are all HazMat employees subject to the carrier's Security Plan requirements (49 CFR 172.800) trained to the Security Plan?	
[ ] Yes [ ] No	
Maintenance of Equipment	
37. How does the carrier verify that drivers conduct pre-trip and post-trip vehicle inspections?	
38. How are the carrier's maintenance capabilities carried out?	
[ ] In-house [ ] Third-party	
39. Are drivers authorized to make repairs on equipment?	
[ ] No [ ] Yes, (what types):	
Physical Security	
40. Has the carrier developed and implemented a Security Plan to address at-risk commodities or transportation routes?	
[ ] Yes [ ] No	
41. Has the carrier developed and implemented a Security Plan per DOT 49 CFR 172.800 as applicable to the commodities being shipped?	

DOE Initial Evaluation Criteria, Part 2: Evaluation Questions	
[ ] Yes [ ] No	
42. Does the carrier have a formal Security Department/Organization?	[ ] Yes [ ] No
43. Can the carrier demonstrate the risk model used in the development of the Security Plan?	
[ ] Yes [ ] No	
44. Does the carrier's Security Plan cover the following items:	
[ ] Personal security? [ ] Hazardous materials and package control? [ ] Enroute security? [ ] Plant or facility security? [ ] Technical innovations ? [ ] Management prerogatives? [ ] Communications?	
45. Does the carrier include security in all decision-making processes?	[ ] Yes [ ] No
46. Does the carrier conduct security spot checks of personnel and vehicles?	[ ] Yes [ ] No
47. Does the carrier have appropriate access controls for the type of materials being stored/shipped?	[ ] Yes [ ] No
48. Is there adequate lighting/security in hazardous materials storage areas?	[ ] Yes [ ] No
49. Does the carrier have a policy for ensuring vendor/shipper legitimacy?	[ ] Yes [ ] No
50. Does the carrier maintain and implement security training for employees that includes:	
[ ] Company security objectives? [ ] Specific security procedures? [ ] Employee responsibilities? [ ] Organizational security structure?	
51. How does the carrier distribute security messages to employees?	
[ ] Newsletters [ ] Bulletin boards [ ] Safety Meetings [ ] Other _____ _____ _____	
52. Is there a specific frequency to the distribution of the security messages?	
[ ] Weekly [ ] Monthly [ ] Semi-annually [ ] Other ____ ___	
53. Does the carrier have a lock policy/procedure?	[ ] Yes [ ]

DOE Initial Evaluation Criteria, Part 2: Evaluation Questions	
	No
54. Does the carrier have an access control policy/procedure?	[ ] Yes [ ] No
55. Does the carrier have a policy to minimize stops when the shipment is enroute?	[ ] Yes [ ] No
56. Does the carrier have a capability for providing escorts or guards for specific shipments of hazardous materials?	[ ] Yes [ ] No
57. Has the carrier installed or considering installing advanced tracking technology for tractors and trailers?	
[ ] Installed (i.e. satellite tracking, hot buttons, coded engine starting procedures, etc.) [ ] Tractors _____ [ ] Trailers _____ [ ] Considering installation	
58. What communication systems have been installed to enhance the flow of information between driver, carrier, shipper, and receiver?	
59. Identify the precautions the carrier has taken to prevent vandalism or theft within its facilities and while shipment of hazardous materials are enroute?	
Facilities:	[ ] Perimeter fencing [ ] Lighting [ ] Animals (i.e., dogs, etc.) [ ] Security guards [ ] Cameras [ ] 24-hour operation [ ] Other _____
Enroute:	[ ] King pin locks [ ] Valve locks [ ] Team drivers [ ] Other _____
Hazardous Materials	
60. How many years' experience does the carrier/staff have transporting the following commodities:	

	Carrier	Staff
Hazardous materials?	_____	_____
Radioactive materials?	_____	_____
Hazardous waste?	_____	_____

61. What percentage of the carrier's business is composed of hazardous-materials shipments?
_____%
62. Beside requiring hazardous-materials training, does the carrier have any additional requirements for those drivers transporting hazardous materials in contract to general commodity drivers?

DOE Initial Evaluation Criteria, Part 2: Evaluation Questions	
63. Does the carrier provide equipment and training to handle damaged containers and/or spill cleanup?	
[ ] No [ ] Yes, describe:	
64. Does the carrier trip-lease hazardous material shipments to other carriers?	
[ ] No [ ] Yes, who:	
65. Does the carrier have any driver who must comply with the training requirement for Highway Route Control Quantity (HRCQ) shipments (49 CFR 397.101)?	
[ ] No [ ] Yes, explain:	
66. If transporting HRCQ materials, can the carrier provide a copy of the written route plan required by 397.101(d)?	
[ ] Yes [ ] No, why:	
Waste Carriers	
67. Describe the record keeping process for uniform hazardous waste manifests.	
68. Does the carrier act as a broker for hazardous waste shipments?	
[ ] No [ ] Yes, explain:	
69. Does the carrier interline hazardous waste shipments?	
[ ] No [ ] Yes, explain:	
70. Does the carrier accept shipments of hazardous waste from brokers?	
[ ] No [ ] Yes, explain:	
Carriers Transporting Hazardous Materials in Bulk	
71. Does the carrier clean its own cargo tank equipment onsite?	[ ] Yes [ ] No
72. Are procedures established for the following cleaning methods, if used:	

DOE Initial Evaluation Criteria, Part 2: Evaluation Questions	
Steam Cleaning? Hot Water Cleaning? Solvent Cleaning?	[ ] Yes [ ] No [ ] Yes [ ] No [ ] Yes [ ] No
73. Does the carrier have its cargo tanks cleaned by an independent third party?	[ ] Yes [ ] No
74. Does the carrier have a process to qualify independent cargo tank cleaning facilities?	[ ] Yes [ ] No
75. Is there a written policy to ensure loading and unloading responsibilities of a driver and shipper/receiver are documented?	[ ] Yes [ ] No
76. Does the carrier use third party DOT registered facilities for cargo tank tests, inspections, and repairs?	[ ] Yes [ ] No
77. Has the carrier received a copy of the third parties registration number identification from DOT?	[ ] Yes [ ] No
78. How does the carrier perform inspections and re-testing of the bulk packages under its control?	
79. What are the qualifications/certifications of the persons or organizations performing inspection, repairs, and re-testing functions?	
80. List all exemptions for bulk packaging the carrier currently holds or is a party to. If more space is needed, please provide a separate list.	
Exemption	Expiration Date

Appendix 3 – Document Request List

Document Request List	
A.	Completed Copy of Carrier Evaluation Questionnaire
B.	Copy of Operating Authorities
C.	Copy of Alcohol Misuse/Controlled Substance Use Policies/Procedures
D.	BTS Form M (OMB#2139-0004), Securities and Exchange Commission Form 10K Report, or Most Current Income Statement and Balance Sheet
E.	Organization Chart
F.	Carrier Quality Assurance Program
G.	Brief History of the Company
H.	DOT HazMat Safety Permit (if applicable)
I.	Hazardous Materials (HazMat) Employees Training Program
J.	List of all identified HazMat employees by category or by training requirements
K.	Emergency Response Procedures/Plan
L.	Copy of Driver's Safety Awards Program & Disciplinary Policy
M.	Copy of the Maintenance Program
N.	Policy on maintaining and auditing Drivers' Record of Duty Status
O.	Complete copy of most recent DOT Compliance Review
P.	Copy of Employee Hiring Policies
Q.	Copy of Confined Space Entry Policy and Procedures (if applicable)
R.	Copy of American Society of Mechanical Engineers (ASME) Board "R" Stamp (if applicable)
S.	Copy of your letter to Federal Motor Carrier Safety Administration requesting a Cargo Tank (CT) number (if applicable)
T.	Copy of Letter from PHMSA with CT number (if applicable)

ATTACHMENT L-9
Past Performance Information Form – Transportation Accidents
(*No page limitation*)

Provide information on accidents that have occurred within 5 years from the effective date of the solicitation for the Offeror or the entity actually performing transportation/shipment services and/or where the Offeror was responsible for the management/arrangement of transportation/shipment services:
Provide information on accidents that are listed in the FMCSA database as of the effective date of the solicitation for the Offeror or the entity actually performing transportation/shipment services and/or where the Offeror was responsible for the management/arrangement of transportation/shipment services *(This information should explain the circumstances, including the work being performed, determination of fault, corrective action, if any, and any other information that is pertinent to the matter):*

ATTACHMENT L-10
Limitations on Subcontracting Verification
(*No page limitation*)

Cost of Contract Performance Calculations:

(a) Prime Offeror's total cost of contract performance (i.e., Sum of Total Burdened Labor, excluding profit/fee, for CLIN 0001)	$ -
(b) Subcontractors'/Consultants cost of contract performance (i.e., Sum of Total Burdened Subcontract/Consultant Labor, excluding profit/fee, for CLIN 0001)	$ -
(c) Total Cost of Contract Performance (a + b):	**$ -**

Percent Calculations:

(d) Prime Offeror's percent of the cost of contract performance (a / c):	%
(e) Subcontractors'/Consultants percent of the cost of contract performance (b / c):	%
TOTAL (d + e):	

(1) Per FAR 52.219-14(c) & (c)(1), "By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for - *Services (except construction)*…At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern." The "cost of contract performance incurred for personnel" calculated above is in accordance with CFR Title 13, Ch 1, Part 125.6(e)(2), which defines said cost as direct labor and indirect costs whose base(s) include labor, including G&A (i.e., burdened labor costs excluding profit/fee).

(2) Per the limitations on subcontracting clause referenced above, the Offeror's proposed percent of the total cost of contract performance must be at least 50% to be considered for award (i.e., line (d) must be greater than or equal to 50%). The proposal will not be considered for award if the Offeror's proposed percent of the total cost of contract performance is less than 50%.