

<b>AMENDMENT OF SOLICITATION (Negotiated Procurements)</b>	PAGE <b>1</b>	OF	PAGES <b>4 (plus attachment)</b>
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NOTICE: Offerors must acknowledge receipt of this amendment in writing, by the date and time specified for proposal submissions or the date and time specified in Block 6, whichever is later. IF YOUR ACKNOWLEDGEMENT IS NOT RECEIVED AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME, YOUR OFFER MAY BE REJECTED. If, by virtue of this amendment, you wish to change your offer, such change must make reference to the solicitation and this amendment and be received prior to the date and time specified in Block 6.

**I. AMENDMENT**

1. SOLICITATION NUMBER <b>DE-RP07-99ID13727</b>	2. SOLICITATION DATE <b>January 22, 1999</b>	3. AMENDMENT NUMBER <b>M002</b>	4. AMENDMENT DATE <b>February 4, 1999</b>
5. ISSUED BY <b>U. S. Department of Energy Idaho Operations Office Procurement Services Division 850 Energy Drive, MS 1221 Idaho Falls, ID 83401-1563</b>		6. DUE DATE THIS AMENDMENT DOES NOT CHANGE THE DATE BY WHICH OFFERS ARE DUE UNLESS A DATE AND TIME IS INSERTED BELOW.	
		A. DATE	B. TIME
7. FOR MORE INFORMATION CALL <i>(No collect calls)</i>			
A. NAME <b>Michael K. Barrett, SEB Executive Secretary</b>	B. TELEPHONE AREA CODE      PHONE NUMBER <b>(208)              526-1958</b>		C. E-MAIL ADDRESS <b>barretmk@id.doe.gov</b>
8. DESCRIPTION OF AMENDMENT			

See following page(s)

**Note:** Offerors must acknowledge receipt of this Amendment No. M002 with their offers submitted in response to this solicitation by completing Block 10 below and submitting this OF 309 with their offers, or by completing Block 14 of all Standard Forms 33 required to be submitted under this solicitation.

Issued by: (original signature on file)  
**R. Jeffrey Hoyles**  
**Contracting Officer**  
**Chairperson, Source Evaluation Board**

Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

**II. ACKNOWLEDGMENT OF AMENDMENT**

In lieu of other written methods of acknowledgment, the offeror may complete Blocks 9 and 10 and return this amendment to the address in Block 5.

9. NAME AND ADDRESS OF OFFEROR	10A. OFFEROR <i>(Signature of person authorized to sign)</i>
	10B. NAME OF SIGNER
	10C. TITLE OF SIGNER
	10D. DATE

The following changes are made as Amendment No. M002 to Solicitation No. DE-RP07-99ID13727:

**Sections A – H**

(No amendments)

**Section I**

1. Under I.1 Clauses Incorporated by Reference, delete 52.246-25 LIMITATION OF LIABILITY – SERVICES.
2. Under I.1 Clauses Incorporated by Reference, delete 952.250-70 Nuclear Hazards Indemnity Agreement as it appears in full text in this Section.
3. Under I.1 Clauses Incorporated by Reference, add 52.215-2 Audit and Records – Negotiation as it is referenced in 952.250-70 Nuclear Hazards Indemnity Agreement.

**Section J – Table of Contents**

(No amendments)

**Section J – Attachment A**

1. Part 4 – Section D, add the following text below paragraph 2.

“Compensation for costs means: the total amount of wages, salary, bonuses and deferred compensation (see FAR 31.205-6(k)) and employer contributions to defined contribution pension plans (see FAR 31.205-6(j)(5) and (j)(8)) for the fiscal year, whether paid, earned, or otherwise accruing, as recorded in the contractor’s cost accounting records for the fiscal year. It does not include fringe benefits, such as health benefits, and employer contributions to defined benefit pension plans. If reasonable in amount, these elements of compensation are allowable irrespective of the cap.

Senior executive means: (1) the contractor’s Chief Executive Officer or any individual acting in a similar capacity; (2) the contractor’s four most highly compensated employees in management positions other than the chief executive officer; and (3) if the contractor has intermediate home offices or segments that report directly to the contractor’s corporate headquarters, the five most highly compensated employees in management positions at each such intermediate home office or segment.

The salary for the top contractor management official, to be reimbursed by DOE, shall not exceed \$225,000 per annum. This limitation applies to annual salary and any allowable variable compensation. Salary limits will be commensurately less for executives below the top contractor management official.

All compensation limitations of DOE Acquisition Letter No. 98-07 apply.

<http://www.pr.doe.gov/acqltr.html>”

**Section J – Attachments B through F**

(No amendments)

**Section J – Attachment G**

1. Delete cancelled DOE Order 5480.29 Employee Concerns Management Program and replace it with DOE O 442.1 Employee Concerns Management Program dated 02/01/99.

**Section J – Attachments H through P**

(No amendments)

**Section K and Section K, Attachment A**

(No amendments)

**Section L**

Under L.5 Paragraph subparagraph (e)(1) lead in, delete “one of its one” and replace with “one of its  
*Note: This Section L amendment refers to text in Amendment No. M001).*

**Section L – Attachment A**

(No amendments)

**Section L – Attachment B**

(No amendments)

**Section L – Attachment C**

1. Under Section L, Attachment C, form on first page:
  - a. Under the title text of Blocks 9a, 9b and 9c, delete all text within the parentheses and insert the following: “(name, title, company/agency, address, telephone number, fax
  - b. Above Block 11 Description of Contract Work, insert a row block approximately three-eighths inch high and label as “11. Project/Contract Title”.
  - c. Block 11 Description of Contract Work now becomes Block 12 Description of Contract Work. Block 12 Current Status of Contract now becomes Block 13 Current Status of Contract.
  - d. Under the new Block 12 Description of Contract Work at the end of the title line add “litigation, pending, on-going, or completed. Use a continuation sheet, if necessary.)
2. Under Section L, Attachment C, page 2 Instructions for Completing the Reference Information Sheet under Items 9a and 9b after “telephone no.,” insert “ facsimile no.,

A revised Section L, Attachment C is attached to this amendment implementing the amended items 1. and 2. above.

**Section L – Attachments D through J**

(No amendments)

**Section M**

(No amendments)

**Amendment M002 Attachment(s):**

Attachment M002-1 - Section L - Attachment C - OFFEROR EXPERIENCE AND PAST  
PERFORMANCE REFERENCE INFORMATION WORKSHEET AND  
QUESTIONNAIRE

**Solicitation No. DE-RP07-99ID13727 – Through Amendment M002**

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**ATTACHMENT C – OFFEROR EXPERIENCE AND PAST PERFORMANCE REFERENCE  
INFORMATION WORKSHEET AND QUESTIONNAIRE**

1. Complete name of Government agency, commercial firm, or other organization			
2. Complete address			
3. Contract number or other reference	4. Date of contract		
5. Date work commenced	6. Date work was completed		
7. Initial contract price, estimated cost and fee, or target cost and profit or fee	8. Final amount invoiced or amount invoiced to date		
9a. Technical POC (name, title, company/agency, address, telephone number, fax number and email address)	9b. Contracting POC (name, title, company/agency, address, telephone number, fax number and email address)		
9c. Environmental Regulator POC (name, title, company/agency, address, telephone number, fax number and email address)	10. Location of work (country, state or province, county, city)		
11. Project/Contract Title			
12. Description of contract work (Describe nature and scope. Attach an explanation of any performance problems or other conflicts with the customer. Describe any litigation, pending, on-going, or completed. Use a continuation sheet, if necessary.)			
Attach additional sheet(s) if necessary			
12. Current status of contract (choose one): <table style="width:100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Work continuing, on schedule  <input type="checkbox"/> Work continuing, behind schedule  <input type="checkbox"/> Work completed, no further action pending or underway  <input type="checkbox"/> Work completed, routine administrative action pending or underway  <input type="checkbox"/> Work completed, claims negotiations pending or underway  <input type="checkbox"/> Work completed, litigation pending or underway                 </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Terminated for convenience  <input type="checkbox"/> Terminated for default  <input type="checkbox"/> Other (explain)                 </td> </tr> </table>		<input type="checkbox"/> Work continuing, on schedule <input type="checkbox"/> Work continuing, behind schedule <input type="checkbox"/> Work completed, no further action pending or underway <input type="checkbox"/> Work completed, routine administrative action pending or underway <input type="checkbox"/> Work completed, claims negotiations pending or underway <input type="checkbox"/> Work completed, litigation pending or underway	<input type="checkbox"/> Terminated for convenience <input type="checkbox"/> Terminated for default <input type="checkbox"/> Other (explain)
<input type="checkbox"/> Work continuing, on schedule <input type="checkbox"/> Work continuing, behind schedule <input type="checkbox"/> Work completed, no further action pending or underway <input type="checkbox"/> Work completed, routine administrative action pending or underway <input type="checkbox"/> Work completed, claims negotiations pending or underway <input type="checkbox"/> Work completed, litigation pending or underway	<input type="checkbox"/> Terminated for convenience <input type="checkbox"/> Terminated for default <input type="checkbox"/> Other (explain)		

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

**ATTACHMENT C – OFFEROR EXPERIENCE AND PAST PERFORMANCE REFERENCE  
INFORMATION WORKSHEET AND QUESTIONNAIRE**

**Instructions for Completing the Reference Information Sheet**

- Item 1. Insert the complete name and address of the customer, including parent organization, if any. Do not use acronyms.
- Item 2. Insert the customer's complete address, including both post office box and street addresses, if applicable.
- Item 3. Insert any contract number or other contract reference used by the customer.
- Item 4. Insert the date on which the contract came into existence.
- Item 5. Insert the date on which you started to perform the work.
- Item 6. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.
- Item 7. Insert the price, estimated cost and fee, or target cost and profit or fee as it appeared in the original contract. If the contract included multiple, separately-priced items, add the individual item amounts and insert the total price, estimated cost and fee, or target cost and profit or fee.
- Item 8. 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.
- Item 9a. Insert the name, title, company/agency, address, telephone no., facsimile no., and e-mail address (if available) of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the contract.
- Item 9b. Insert the name, title, company/agency, address, telephone no., facsimile no., and e-mail address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.
- Item 9c. Insert the name, title, company/agency, address, telephone no., facsimile no., and e-mail address (if available) of (a) lead environmental regulator(s) for RCRA or a State regulatory office director under whose authority RCRA and other environmental regulations would be enforced.
- Item 10. Insert the location(s) where the work was performed, including the country (if other than the United States) and the state or province, county (if applicable), and city.
- Item 11. Describe the nature and scope of the work. The objective is to show how the work that you did or are doing is similar in nature and scope to the work that is to be performed under the contract contemplated by the request for proposals. Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance. Describe any pending, on-going, or completed litigation.
- Item 12. Insert an X in the block next to the choice which best describes the current status of the contract. If you select the "Other" block, provide a brief explanation.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT C – OFFEROR EXPERIENCE AND PAST PERFORMANCE REFERENCE  
INFORMATION WORKSHEET AND QUESTIONNAIRE

**Sample Questionnaire**

Dear \_\_\_\_\_:

The Department of Energy (DOE), Idaho Operations Office is asking for your assistance in an acquisition effort. (Name of Company) is participating in a proposal for a DOE Contract to manage and operate the Idaho National Engineering and Environmental Laboratory for a five-year period with an estimated value of \$3 billion. We are asking you to complete the attached questionnaire to help us evaluate (Name of Company) performance in several areas.

In providing your ratings, please use the following definitions:

- +2 - Entirely favorable past performance.
- +1 - More favorable than unfavorable past performance.
- 0 - Equally favorable and unfavorable past performance; or, inconclusive past performance; or, no record of past performance.
- 1 - More unfavorable than favorable past performance.
- 2 - Entirely unfavorable past performance.
- NA - Not applicable, unable to rate or no knowledge in this area.

Please feel free to provide an explanatory narrative under REMARKS. If more space is needed please attach additional pages.

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

**Solicitation No. DE-RP07-99ID13727 – Through Amendment M002**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

ATTACHMENT C – OFFEROR EXPERIENCE AND PAST PERFORMANCE REFERENCE  
INFORMATION WORKSHEET AND QUESTIONNAIRE

**Sample Questionnaire**

<b>No.</b>	<b>Question</b>	<b>Rating (Circle one)</b>
1	Did the contractor meet the cost and schedule requirements and have the ability to implement corrective actions for cost or schedule variances?	-2 -1 0 +1 +2 N/A
2	Did the contractor provide timely, innovative, and cost-effective solutions to business and technical problems to meet the contract requirements?	-2 -1 0 +1 +2 N/A
3	Was the work performed by the contractor of a consistently high quality?	-2 -1 0 +1 +2 N/A
4	Did the contractor demonstrate the ability to create teaming/partnering relationships with the subcontractors to achieve project goals?	-2 -1 0 +1 +2 N/A
5	Was the contractor successful in recruiting and retaining strong, well-qualified key personnel?	-2 -1 0 +1 +2 N/A
6	Did the contractor provide replacements, when necessary, for key personnel with qualifications comparable to those originally proposed?	-2 -1 0 +1 +2 N/A
7	Did the contractor's organizational structure facilitate interfacing with customers and resolving issues?	-2 -1 0 +1 +2 N/A
8	Was the contractor responsive to your needs?	-2 -1 0 +1 +2 N/A
9	Did the contractor's home office effectively support your contract?	-2 -1 0 +1 +2 N/A
10	Did the contractor commit adequate resources in a timely fashion to meet contract requirements and to successfully solve problems?	-2 -1 0 +1 +2 N/A
11	Did the contractor effectively and efficiently solve any previously unknown ES&H concerns when they became apparent?	-2 -1 0 +1 +2 N/A
12	Did the contractor effectively implement human resources requirements and manage labor relations to minimize work disruptions?	-2 -1 0 +1 +2 N/A
13	Did the contractor effectively manage contract transition issues, including human relations and labor issues.	-2 -1 0 +1 +2 N/A
14	Did the contractor implement an effective diversity program in support of DOE/Federal Government's diversity programs?	-2 -1 0 +1 +2 N/A
15	Did the contractor comply with subcontracting plan goals for Small Disadvantaged Business concerns (see FAR Subpart 19.7), monetary targets* for Small Disadvantaged Business participation (see FAR 19.1202), and notifications* submitted under FAR 19.1202-4(b). (* if applicable)	-2 -1 0 +1 +2 N/A
16	Did the contractor maintain a proactive involvement and investment in the local and regional community?	-2 -1 0 +1 +2 N/A
17	Did the contractor integrate safety into the business (work) of the organization?	-2 -1 0 +1 +2 N/A
18	Did the contractor effectively use worker input in hazards analyses and work planning and execution?	-2 -1 0 +1 +2 N/A
19	Did the contractor establish and maintain an effective ES&H self-assessment, feedback and improvement, and corrective action program?	-2 -1 0 +1 +2 N/A

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20	Did the contractor consider ES&H performance in selection of subcontractors, effectively flowdown ES&H requirements to subcontractors, and ensure that work under subcontracts was safely executed?	-2	-1	0	+1	+2	N/A
21	Did the contractor develop and maintain effective relations with federal and state regulators, tribal officials, and the media?	-2	-1	0	+1	+2	N/A
22	Would do business with this contractor again? (provide remarks if "NO")	YES			NO		

REMARKS: [Include here with question number. Attach additional sheet(s) if necessary]

Respondent: Please fill in the following table:"

Item	Fill-In
Name	
Title	
Company Name	
Company Address (including City, State, ZIP)	
Telephone Number (w/ area code)	
Facsimile Number (w/ area code)	
E-mail Address	