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Request for Proposal – Idaho National Laboratory
February, 2004

PART IV SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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Section L
Instructions, Conditions, and Notices to Offerors

L.1 Proposal Content/Submittal Data

(a) Definitions

“DOE” means the United States Department of Energy. For purposes of this RFP, the word “DOE” means the same as the words “United States” (“U.S.”) and the “Government.”

“Offer” means Parts I, II, III, and IV (Section K only) of the Uniform Contract included with this RFP, including responses to any fill-ins within the Uniform Contract, the signed Performance Guarantee (see Section L, Appendix 6), and portions of Capabilities and Approach Proposal (CAP) incorporated into the contract under clause H.34.

“Offeror” means the single legal entity submitting the offer. The entity may be a corporation, a joint venture, a limited liability corporation, a limited liability partnership, or any other legal entity, and may be preexisting or newly formed for the purpose of competing for this contract. But the work performed by the Offeror shall be conducted by an entity that is (a) separate from any parent entities, and (b) totally responsible for all contract activities (see clause H.40). For purposes of this RFP, the word “Contractor” means the same as the word “Offeror.”

“RFP” means the same as “solicitation.”

“Team member” means (a) every person or entity that has formed the entity that constitutes the Offeror, and (b) subcontractors identified by the Offeror.

(b) General

- (1) The proposal includes both written and oral information.
- (2) Section L provides instructions and other information related to the preparation of a proposal. Offerors are cautioned to follow these instructions carefully in order to assure the Government receives consistent information in a form that will facilitate proposal evaluation. These instructions and the information contained in these instructions are not evaluation factors for this solicitation. The evaluation factors are contained in Section M.
- (3) The offer must contain the Offeror’s best terms since the Government intends to award a contract without discussions. The Government reserves the right to conduct discussions (see the clause in Section L entitled, “Instructions to Offerors-Competitive Acquisition”). A proposal

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shall be eliminated from further consideration before the initial ratings if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal shall be deemed unacceptable if it does not represent a reasonable initial effort to address the essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. Any exceptions or deviations to the terms and conditions of the contract may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the contract, the Government may make an award without discussions to another Offeror that did not take exceptions to the terms and conditions of the contract.

- (4) The due date and time of written proposal is described in Clause L.32.
- (5) Offerors shall submit three separate volumes and copies as follows:
- Volume I – Standard Form 33 and Other Documents – Two signed originals and 15 copies and ten CD-ROMs with key word search capability.
 - Volume II - Capabilities and Approach Proposal – One original and 15 copies and ten CD-ROM with key word search capability.
 - Volume III - Cost Proposal – One original and 15 copies and ten CD-ROM. with key word search capability. All cost information is to be included in this volume.

(c) Page Limitations

Volume I has no size limitation except as noted in other sections of this document.

Volume II has a 200 page limitation, except as otherwise specified. Offerors have discretion on how to utilize the 200 pages for the sections identified in Volume II, except for L.6 and L.7, where page limits are specified.

Volume III has no size limitation except as noted in other sections of this document.

Wherever page limitations are specified, the following restrictions shall apply:

- Except for foldouts, pages shall not exceed 8.5 x 11 inches. Each page shall have top, bottom, left, and right margins of at least one inch. Page numbers, any restriction on offer disclosure, and the RFP number are the only text that may be displayed within the margins. When both sides of a sheet contain printed material, they shall count as two pages. Offerors may not incorporate material by reference to circumvent the page limits. Tables of contents, lists of figures, divider tabs, and similar inserts shall not be counted as a page UNLESS they include other text.

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- Graphs, tables, spreadsheets, and foldouts where necessary or permitted shall have a font size of 8 point or larger and shall use Arial font type. All other text shall have a font size of at least 11 point, shall be single-spaced, and shall use Arial font type. Colors may be used for headings, graphs, tables, and to set out areas of text Offerors want to emphasize. Offerors are cautioned to avoid colors that may make the text hard to read. Offerors may choose any font and font size they like for text that may be displayed in the margins.
 - Foldouts are only permitted for large tables, charts, graphs, diagrams, and other schematics, not for pages of text. They shall not exceed 11 x 17 inches. Foldout pages shall fold entirely within the volume. Each page of the foldout shall have top, bottom, left, and right margins of at least one inch. Page numbers, any restriction on offer disclosure, and the RFP number are the only text that may be displayed outside the margins. Each page of a foldout shall count as two pages. Where both sides of a foldout contain printed material, they shall count as four pages.
 - The Government shall not evaluate any pages that exceed defined page limits.
- (d) The original offer shall contain the signed originals of all documents requiring a signature. Copies of signed originals may be used in all other copies of the offer.
- (e) Signed contract - The “Solicitation, Offer, and Award” (Standard Form 33, page 1 of the RFP) shall be fully completed and signed, and shall be used as the first page of each copy of Volume I.
- (f) Acceptance Period. The acceptance period entered on the Standard Form 33 shall not be less than 220 days.
- (g) Proposals shall conform to all solicitation provisions. To aid in evaluation, proposals shall be clearly and concisely written, neat, and follow the format described in these instructions. Proposals received electronically or by facsimile shall be rejected.
- (h) These instructions are provided to aid Offerors in preparing proposals. These instructions are not the evaluation criteria for this RFP. The evaluation criteria are contained in Section M of this RFP.

L.2 Cover Letter

- (a) Provide a cover letter with the offer that includes the following:
- (1) The solicitation number.
 - (2) Names, addresses, titles, telephone and facsimile numbers, and electronic addresses if available, of persons authorized to negotiate on behalf of the Offeror in connection with this solicitation. Include the same information for the person authorized to sign the offer.

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- (3) A statement confirming the Offeror's acceptance of all terms and conditions of the solicitation and the uniform contract included with the solicitation.
 - (4) The name, address, title, telephone and facsimile number, and electronic address if available, of the person the Government may contact, if necessary, during the evaluation.
 - (5) The complete formal name and address of each team member. Also provide the Dun & Bradstreet LTD (DUNS) number for each team member.
 - (6) The names, addresses, telephone and facsimile numbers, and electronic addresses, if available, or representatives of the Government agency having administrative cognizance over each team member.
 - (7) A statement that the Offeror grants to the DOE and its authorized representatives, the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation.
- (b) The cover letter shall not be evaluated.

L.3 Volume I, Standard Form 33 And Other Document Instructions

Volume I, consists of:

- (a) SF 33 The "Solicitation, Offer, and Award," (Standard Form 33) shall be fully completed, signed, and used as the first page of each copy of Volume I.
 - (1) Acceptance Period. The acceptance period of 220 days for block 12 of the SF 33 shall apply if the Offeror does not provide the Government with a longer acceptance period.
 - (2) Signature Authority. The person signing the Standard Form 33 shall have the authority to commit the Offeror to all of the provisions of the offer, fully recognizing that the Government has the right to make an award without further discussion.

The Offeror's signature on the SF 33 constitutes acceptance of the uniform contract (Sections A through K of this RFP) as written. The Offeror shall submit two original signed copies of the SF 33.

The Offeror's signature also constitutes acceptance and incorporation into the contract of portions of its Capabilities and Approach Proposal (CAP) described below and in clause H.34.

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- (3) Offerors are not required to submit the complete language from all of the contract clauses in their offer. Submit only those pages that require input of information or a signature.
- (b) Key Personnel, Appendix 1
- Identify the names of proposed key personnel in Section L, Appendix 1. These personnel are subject to the clause in Section I entitled, "Key Personnel."
- (c) Small Business Subcontracting Plan and Small Disadvantaged Business Participation Program Targets Form, Section L, Appendix 5.
- Prepare the Small Business Subcontracting Plan and Small Disadvantaged Business Targets as described in the instructions in Section L, Appendix 5. The Plan shall also include all elements required by the clause in Section I entitled, FAR 52.219-9 "Small Business Subcontracting Plan (Alternate II)."
- (d) Performance Guarantee, Appendix 6
- Complete the Performance Guarantee in Section L, Appendix 6. The Performance Guarantee is subject to the clause in Section H entitled, "Performance Guarantee."
- (e) Responsible Corporate Official, Appendix 8.
- Identify the name of the single responsible official accountable for contract performance.
- (f) Acknowledgment(s) of receipt of amendments. Provide a written acknowledgement that the Offeror received each amendment to this RFP.

L.4 Volume II, Capabilities And Approach Proposal Instructions

- (a) General. The Capabilities and Approach Proposal ("CAP") is the Offeror's written response to each item described below and the oral presentation. It is intended to present the Offeror's understanding of the work to be performed, the capabilities and experience the Offeror will bring to contract performance, and the Offeror's approach to performing the work. Cost information and other required contract documents are described elsewhere and shall not be included in the CAP.
- (b) Offerors shall not use one section of the CAP (e.g., key personnel resumes or past performance information) to provide information that belongs in a different section of the CAP.
- (c) Offeror's are cautioned to make sure there is consistency in proposal content both within individual criterion and across multiple criteria. Proposals that are not internally consistent may be downgraded.

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- (d) The CAP shall fully and specifically respond to each item below and shall use the following format.

L.5 Criterion 1: Relevant Experience

- (a) Describe how the Offeror's relevant experience fits into its proposed management of the INL, and how the Offeror shall utilize that experience to successfully execute the work. Describe the experience of each team member as it relates to the work they will perform under this contract.
- (b) Experience reflects whether the Offeror has performed similar work before. Provide example(s) of recent (within the last five years) experience in managing large, complex organizations having research and development as their principal focus. Explain how that experience will translate into successful long-term management of the INL and its missions.
- (c) Describe recent (within the last five years) experience in negotiating and executing multi-lateral agreements.
- (d) Provide specific examples of projects within the last ten years where the Offeror played a leading science and technology role from beginning of the project until project completion, describing for each project -
 - (1) What the Offeror did.
 - (2) The overall size of the project (cost) and the resources (personnel, facilities, and systems) the Offeror brought to the project.
 - (3) The relationships established with government, academia, industry, and the international community to complete the work.
 - (4) How the Offeror developed programmatic and financial support for the project.
 - (5) How the Offeror's involvement was instrumental in solving science and technology problems like those it will be encounter at the INL.
 - (6) How that experience will translate into program success at the INL.
- (e) Provide specific examples of large, complex operations and business lines where the Offeror recently (within the last five years) led efforts to transform, integrate, and consolidate those operations and business lines. For each example describe -
 - (1) How these efforts achieved significant cost savings while improving program outputs and efficiency.
 - (2) What the Offeror did to maintain continuity of operations, program execution, and achieve greater program focus during the transformation.

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- (3) How that experience will translate into similar success at the INL.
- (f) Provide specific examples of recent (within the last five years) experience in managing large multiple facility sites involving both nuclear and non-nuclear laboratory operations.

L.6 Criterion 2: Past Performance

(Three page limit for each Past Performance Information Form.)

- (a) Past performance describes how well the Offeror performed on recent relevant contracts. For each team member, submit up to three past performance information forms (one form per contract) for contracts performed in the last five years that were identified in Criterion 1 where:
 - (1) The team member was the responsible performing party.
 - (2) The work performed was/is the same or similar to the work the team member will perform on the INL contract.
 - (3) Average costs exceeded \$50 million per year (for small businesses, average costs exceeding \$5 million per year).
- (b) The Offeror shall provide at least one Past Performance Information Form (Section L, Appendix 3) for each team member.
- (c) The Offeror shall provide the Past Performance Questionnaire in Section L, Appendix 4, to each technical and contracting point of contact on the references used for past performance. (Blocks 9a and 9b). These reference points of contact shall return the completed Past Performance Questionnaires directly to the Source Evaluation Board (SEB) at the address listed in Block 8 of the Standard Form 33 of this solicitation or by facsimile at 208-525-3923. Offerors shall be responsible for following up with reference points of contact and ensure they complete the Questionnaire and return it to the Government on time.
- (d) On a separate page(s), for each team member list all other activities meeting the criteria above, and provide two references with telephone numbers. This list is not part of the page count limitation.
- (e) For each team member, provide a list of government contracts terminated (partially or completely) within the past three years, including dollar amount of contract, brief description of the work, reason for termination, sponsoring agency, contract number, and name and telephone number of the contracting officer.
- (f) Performance of predecessor companies (e.g., a name change, purchased by, take over etc., in which the resources of the current company are really the same as the prior company) may be considered if the Government believes that information is relevant to the past performance evaluation. The Government may contact and consider performance information from others not identified.

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L.7 Criterion 3: Resources Incorporated into the INL

(Five page limit per Resource Commitment Form.)

- (a) Provide a description of resources the Offeror shall make available for use on activities covered by the statement of work. For each resource, use the Resource Commitment Form found in Section L, Appendix 10. Examples of resources include but are not limited to funds, facilities, equipment, intellectual property, material, and human resources.
- (b) The Offeror shall provide a completed Resource Commitment Form for each discrete resource proposed. The Offeror shall provide a signature on each completed form from an authorized corporate or institutional officer attesting to the Offeror's commitment of the resource to work under this contract. The Government reserves the right to reject for incorporation into the contract under clause H.34, some or all of the resources identified.
- (c) Any costs incurred by the Contractor in providing any resource incorporated into the INL under Clause H.34 is expressly unallowable under this contract.

L.8 Criterion 4: Technical and Business Management Plan

- (a) Provide a technical and business management plan for achieving the DOE vision and statement of work for each of the underlined sections described below. Each section narrative shall also include, if applicable:
 - (1) A description of the major technical and financial requirements, regulatory barriers, and associated risks, and how the Offeror plans on addressing them. Describe commitments the Offeror has or will need from federal and state and local governments, academia, and the private sector to address these requirements, barriers, and risks.
 - (2) A description of the collaborative relationships the Offeror proposes to establish. Describe how the Offeror intends to work with these collaborative partners to translate the results into practical solutions by transferring intellectual property data.
- (b) Specific Mission Performance Requirements. Provide details, including the Offeror's strategy, schedule with major milestones, and approach for integrating resources (currently existing at the INL, proposed under Criterion 3, or planned to be developed) for accomplishing the following elements from the Statement of Work.
 - 2.1.A.2 NGNP,
 - 2.1.B.1 Nonproliferation,
 - 2.1.B.2.a Critical infrastructure protection, and
 - 2.1.A.5 Nuclear engineering education

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For NGNP specifically address how the Offeror shall ensure the INL maintains a prominent role in the R&D activities of the consortium.

- (c) Facilities and Operations Requirements. Provide a detailed plan, including strategy, schedule with major milestones, and approach for integrating resources (currently existing at the INL, proposed under Criterion 3, or planned to be developed) for reducing the cost of providing mission infrastructure including footprint reduction.
- (d) General Management Requirements. Provide –
- (1) The Offeror’s proposed organizational structure including a position title and brief description of each position down to the first supervisor level. The Offeror shall indicate which of these positions will be filled by personnel the Offeror intends to bring from outside the current INEEL and ANL-W management workforce. Where the Offeror already has specific individuals identified for any of these management positions, the Offeror shall provide their names and positions they will fill. Include a description of how this organization will affect change in the INL culture and how the organization will be responsive to accomplishing the INL missions. The complete organization structure with names of key personnel shall be incorporated into the contract (see clause H.34).
 - (2) A plan describing the Offeror’s approach to achieving cost efficiencies (e.g. overhead cost reductions, elimination of duplicative functions, use of best business practices).
 - (3) A description of accounting and business management systems the Offeror will use and how these systems will be integrated with DOE systems to effect change, enhance productivity, achieve operational efficiency, and increase accountability at all levels of contract performance.
 - (4) A level-2 Work Breakdown Structure (WBS) showing how the work will be organized.
- (e) Regulatory and Safety Requirements.
- Provide the Offeror’s strategy and approach for maintaining an effective integrated safety management system.
- (f) Small Business.
- Describe the Offeror’s commitment to small businesses by providing a small business subcontracting plan using the format in Section L, Appendix 5. Include a separate description of how small businesses will participate in meaningful prime contract performance.

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(g) Overcoming Barriers to Success.

Describe the Offeror's approach to challenging current practices and policies that are barriers to INL's future success (e.g., regulatory, laboratory culture, business and management practices, funding, policy). Identify timeframes and benefits for achieving success. Ideas cannot be used as exceptions to contract requirements or serve as an alternate proposal.

(h) Performance Measures and Assigned Percentage of Fee

The DOE intends to capitalize on the expertise and experience of the Contractor while increasing Contractor accountability for high performance and responsiveness under this performance-based contract. DOE direction is provided through the requirements in the Statement of Work regarding **what** DOE wants done during the term of the contract. The Contractor shall propose **how** the requirements are best executed and shall be accountable for its performance. Subsequent program and performance direction throughout the contract term will provide additional requirements from DOE.

Given the performance requirements (the "what") outlined in Section C, Statement of Work, the Offeror shall propose performance measures (the "how") by which the Offeror will be evaluated (See Section M, Criterion 4(d)). These proposed measures shall be innovative, aggressive, and specific. They shall also be consistent with the approaches and solutions contained in the Offeror's Capabilities and Approach Proposal.

(1) FY 2005

For the remainder of FY 05, the Offeror shall propose specific measures to show "how" they will meet the following requirements:

- Successfully execute and achieve overall consolidation of ANL-W and the INEEL while maintaining continuity of operations.
- Demonstrate safety and excellence in operation of the INL.
- Achieve quantifiable cost savings.
- Establish effective working relationships with INL stakeholders including other site contractors, the community, Idaho universities and regulators.
- Structure the workforce to support the vision of the INL.
- Complete a ten-year plan to achieve the overall performance requirements in the Statement of Work, with emphasis on the NGNP.

The Offeror may also propose other measures for the remainder of FY 05 that would support other requirements in the Statement of Work and be consistent with approaches and solutions contained in the Offeror's Capabilities and Approach Proposal.

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The Offeror shall assign a percentage of the Total Available Fee to each measure, with the sum of the percentages for all proposed measures equaling 100%.

The Offeror's proposed measures and assigned percentage of fee shall not bind the Government, but shall form the basis for negotiation of a Performance Evaluation and Management Plan (See Clause I.17 and Section J, Attachment K) prior to the start of the performance period.

(2) FY 2006 – FY 2014

For FY 2006 – FY 2014, the Offeror shall propose performance measures (the "how") by which the Offeror will be evaluated using the performance requirements (the "what") described in the Statement of Work. These proposed measures shall be innovative, aggressive, and specific. They shall also be consistent with the approaches and solutions contained in the Offeror's Capabilities and Approach Proposal.

The Offeror shall assign a percentage of the Total Available Fee to each measure, with the sum of the percentages for all measures for each fiscal year equaling 100%.

The Offeror's proposed measures and assigned percentage of fee shall not bind the Government, but shall form the basis for negotiation of a Performance Evaluation and Management Plan (See Clause I.17 and Section J, Attachment K) prior to the start of the performance period.

L.9 Criterion 5: Key Personnel

- (a) Laboratory Director Credentials and Experience. Provide a signed resume (using the format in Section L, Appendix 2) and written description of the credentials and experience of the Offeror's proposed Laboratory Director. In addition to the required information for Other Key Personnel Resumes (see L.9(b) below), include a description of -
- (1) Leadership credentials and experience that directly translate to activities as the INL Laboratory Director. Include credentials and experience in forming and leading collaborative relationships with governments, academia, industry, and the international community on large, technically complex projects.
 - (2) Technical reputation (e.g., demonstrated recognition and standing amongst their peers.)
- (b) Other Key Personnel Resumes. Provide a signed resume for each other key person listed in Section J, Appendix D, using the format in Section L, Appendix 2. Each resume shall count toward the total page limit except for publications and patents that shall be included as resume attachments. Make sure each resume fully describes each key person's -

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- (1) Education, including degrees earned.
- (2) Prior leadership positions in industry, academia or government that are relevant to the duties they will perform at the INL.
- (3) Commitment to the INL expressed in terms of years.
- (4) Demonstrated performance in successfully managing large projects on time and within budget.
- (5) References (Up to three references).
- (6) Note: The Government may contact others and consider the information received in evaluating the Offeror's proposed key personnel.

So the Government may expedite its evaluation process, it is requested that Offerors voluntarily submit resumes within 21 calendar days after issuance of the solicitation. But Offerors are not required to do so and under the provisions of FAR 52.215-1, resumes shall not be considered late until the due date and time for receipt of offers listed in Section L.32.

(c) Key Personnel Oral Presentation.

- (1) Purpose of the Oral Presentation. The oral presentation shall be used to evaluate the Offeror's proposed key personnel for the following:
 - (i) Their understanding of DOE and external requirements
 - (ii) Their understanding and approach for resolving technical, business management, regulatory, and barriers affecting accomplishment of the work, including consistency of their understanding and approach with the written materials submitted.
 - (iii) Their ability to effectively communicate with the SEB and with each other.
 - (iv) Their ability to recognize when to recruit, retain, remove, or replace key managers, including key personnel.
- (2) How the Government Will Conduct the Presentation. The oral presentation shall occur after submission of the CAP. It will not exceed four hours. Members of the Source Evaluation Board and others involved in the evaluation of offers may be present at the oral presentation. The oral presentation shall not change any written materials submitted. The oral presentation shall not constitute "discussions" as defined in FAR Part 15, *Contracting By Negotiation*, nor shall it obligate the Government to conduct discussions or to solicit final proposal revisions.

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The agenda for the oral presentation is:

ORAL PRESENTATION SCHEDULE		
TIME ALLOCATION		ACTIVITY
8:00 a.m.	8:10 a.m.	DOE/Offeror Introductions and Instructions
8:10 a.m.	8:25 a.m.	Proposed Laboratory Director Opening Remarks
8:25 a.m.	8:30 a.m.	*Written Statement Of Work Problem – Presented to Offeror
8:30 a.m.	9:30 a.m.	Offeror Problem Preparation Time
9:30 a.m.	10:15 a.m.	Offeror Provides Response
10:15 a.m.	10:45 a.m.	Break
10:45 a.m.	11:45 a.m.	Questions & Answers
11:45 a.m.	12:00 p.m.	Closing Remarks from Proposed Laboratory Director

NOTE: Failure of any key person to participate in the oral presentation could adversely affect the evaluation.

* A written cross-cutting problem addressing a major element of the statement of work will be provided.

The Offeror may use visual materials prepared to respond to the problem. The Government shall keep those materials and their content may be used in the evaluation. Questions will be used to further the Government’s understanding of the oral presentation. The Government will only ask questions during the individual presentations to address immediate information needs that cannot wait until the time scheduled for questions and answers (e.g., unfamiliar words or to request something be repeated because it was not heard clearly). The Government shall strictly enforce oral presentation time limits.

- (3) Scheduling of Oral Presentations. The Government shall schedule oral presentations based on a drawing of lots. The Government shall notify Offerors within ten working days after the deadline for receipt of offers of the date, time, location of the oral presentation, and shall provide any other instructions needed. Offerors shall be given a chance to see the room that will be used for the oral presentations in advance of the presentation day. Oral presentations shall start approximately twenty working days after the deadline for receipt of offers. The Government reserves the right to reschedule the oral presentation at its discretion, and

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the Government shall not consider requests to reschedule the oral presentation except under extenuating circumstances (e.g., personal sickness, death in the family, or other emergency).

- (4) Attendees. Each proposed key person shall be physically present during the oral presentation. Offerors may bring two additional observers who are not allowed to participate in any manner in the oral presentation, including assisting Offerors in preparing and responding to each of the problems given. If any proposed key personnel include current employees of the incumbent contractors, they may participate in the oral presentation. Each attendee shall wear a name tag showing who they are, and their proposed position at the INL. Attendees are prohibited from contacting anyone else during the oral presentation.
- (5) Method of Presentation. Offerors may use any means they wish during the oral presentation (e.g., overheads, slides, foam board, computer, etc.); except no video presentations shall be allowed. The Government shall only provide chairs and tables for use during the oral presentation; Offerors must supply any other necessary equipment. Unnecessarily elaborate presentations are not desired.
- (6) Video/Audio Recording of Oral Presentation. The Government shall make a video/audio recording of the oral presentation. Offerors shall not make their own video/audio recording and a copy of the Government's recording of the presentation shall only be provided after contract award, if requested.

L.10 Criterion 6: Transition Plan

Offerors shall provide a written transition plan describing how they will transition from the two incumbent contractors and how they will interface with the Idaho Cleanup Project (ICP) Contractor. The transition plan will address each of the items identified in Paragraph 2.5.B of Section C.

L.11 Volume III, Cost and Fee Proposal Instructions

All cost information shall be included in Volume III. Certain attachments provided in Section L shall be completed and included in the Cost and Fee Proposal. Volume III consists of:

(a) Key Personnel Costs

For each proposed Key Personnel position, you must provide the following cost information:

- (1) Position title.
- (2) Base salary for the transition period.
- (3) Fringe benefit costs for the period listed above.

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- (4) The total cost to relocate the individual. Relocation costs shall include the cost of moving members of the household, personal belongings, and establishing permanent residence in Idaho.

(b) Transition Cost

The transition period will be on a cost-reimbursement (no fee) basis, subject to the cost principles of FAR 31 and DEAR Part 931, and limited to the amount specified in the transition cost proposal.

Provide a transition cost estimate that addresses the following elements. Cost information data, that is of sufficient detail to allow for evaluation of the reasonableness and cost realism of the proposed effort. The information submitted will follow the format described in FAR Table 15-2 and must address the total cost of the transition period by major transition activity. Proposed costs must be broken down by the following major cost elements: direct labor (including number of personnel hours and dollars), fringe benefits, indirect cost allocations (by pool type and rate), relocation, travel, facilities, materials, supplies, subcontracts, and all other cost elements related to the period of transition.

(c) Fee

The Offeror shall propose a total available fee for each of the fiscal years specified in B.2 (b). The fee proposed for each year shall not exceed, but may be less than, the maximum fee amounts specified below:

Performance Period	Estimated Fee Base	Maximum Fee
Base Contract Period		
Last 8 Months FY 2005	\$269.5 million	\$12.7 million
FY 2006	\$500.0 million	\$18.7 million
FY 2007	\$500.0 million	\$18.7 million
FY 2008	\$500.0 million	\$18.7 million
FY 2009	\$500.0 million	\$18.7 million
Option Period		
FY 2010	\$500.0 million	\$18.7 million
FY 2011	\$500.0 million	\$18.7 million
FY 2012	\$500.0 million	\$18.7 million
FY 2013	\$500.0 million	\$18.7 million
FY 2014	\$500.0 million	\$18.7 million

- (d) A Disclosure Statement described in FAR 52.230-1, Cost Accounting Standards Notices and Certification.

(e) Other Required Financial Information

Financial statements. For the Government's use in determining responsibility under FAR 9.1, for each teaming member provide audited/certified financial statements for the three most recently completed accounting periods. Financial

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statements shall at least include a balance sheet, statement of operations (profit and loss), statement of changes in financial position, the most recent Securities and Exchange Commission (SEC) filings (10K and 10Q), and any explanatory notes for each financial statement.

L.12 FAR 52.215-1 -- Instructions to Offeror's--Competitive Acquisition (JAN 2004)

(a) *Definitions.* As used in this provision –

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal."

"In writing," "writing," or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show –

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- (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) *Submission, modification, revision, and withdrawal of proposals.*
- (i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.

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(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is).

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- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall –
- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with - - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) *Contract award.*
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government's interest.
 - (3) The Government may waive informalities and minor irregularities in proposals received.
 - (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

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- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offer.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

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L.13 Organization Conflict of Interest (OCI)

The statement of work includes certain work activities that may present an OCI. A contract shall not be awarded to any competitor having unresolved OCI.

L.14 Foreign Ownership, Control, or Influence (FOCI)

Because contract performance involves access to both classified information and special nuclear material, this contract is subject to FOCI and other national security requirements.

L.15 FAR 52.216-1 -- Type of Contract (APR 1984)

The Government contemplates award of a cost reimbursement type contract resulting from this solicitation.

L.16 FAR 52.222-24 -- Preward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)

If a contract in the amount of \$10 million or more will result from this RFP, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L.17 Reserved

L.18 Reserved

L.19 DEAR 952.233-4 -- Notice of Protest File Availability (SEP 1996)

- (a) If a protest of this procurement is filed with the General Accounting 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 FAR 33.104(a)(3)(ii), implementing section 1065 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 FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.)

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L.20 DEAR 952.233-5 -- Agency Protest Review (SEP 1996)

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 in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the Contracting Officer prior to filing a protest.

L.21 Reserved

L.22 DEAR 970.5215-5 -- Limitation On Fee (DEC 2000)

- (a) For the purpose of this solicitation, fee amounts shall not exceed the total available fee allowed by the fee policy at 48 CFR 970.1504-1-1, or as specifically stated elsewhere in the solicitation.
- (b) The Government reserves the unilateral right, in the event an offeror's proposal is selected for award, to limit: fixed fee to not exceed an amount established pursuant to 48 CFR 970.1504-1-5; and total available fee to not exceed an amount established pursuant to 48 CFR 970.1504-1-9; or fixed fee or total available fee to an amount as specifically stated elsewhere in the solicitation.

L.23 Amendment of the RFP

This RFP may be amended only by express written amendment issued by the Government on its official RFP web page www.INL-RFP.gov. No other communication changes the terms of the RFP. Offerors are responsible for checking the web site often for any amendments.

L.24 Disposition Of Offers

Offers shall not be returned (except for timely withdrawals).

L.25 Contacts Regarding Future Employment

Offerors may contact incumbent contractor employees about future employment except where prohibited by law. These contacts shall take place outside the normal working hours of the employees and not on any DOE site. Offerors are reminded, however, that they are prohibited from contacting anyone about procurement sensitive information relating to this solicitation.

L.26 Site Tours

Site tours may be scheduled in the future.

L.27 DEAR 952.233-2 -- Service of Protest

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the

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General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Cheryl A. Thompson
Contracting Officer
U.S. Department of Energy
Idaho Operations Office
ATTN: Cheryl A. Thompson, Contracting Officer
1955 Fremont Ave.
Idaho Falls, ID 83401-2040

Telephone: (208) 525-3912
Facsimile: (208) 525-3923
E-mail: thompsca@id.doe.gov

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the General Accounting Office shall 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.28 Reserved

L.29 Expenses Related To Offer Submission

This RFP does not commit the Government to pay the cost of preparing and submitting an offer.

L.30 Availability Of Referenced Documents And Other Useful Documents

Documents available for information and use in preparing offers are indexed at the following web link <http://www.id.doe.gov/doeid/RFPSharedLibrary/refdoc.htm> or <http://www.inel.gov/library>.

L.31 Content of Resulting Contract

Any contract awarded as a result of this RFP shall contain Part I—The schedule, Part II—Contract Clauses, and Part III, Section J—List of Documents, Exhibits, and Other Attachments. Part IV Section K – Representations, Certifications, and other Statements of Bidders/Offerors, shall be incorporated in the contract by reference.

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L.32 Time, Date and Place Offers are Due

The U. S. Postal Service does not direct deliver to the address below. Proposals shall be sent by Federal Express, United Parcel Service or hand delivered to assure direct delivery. Offerors shall require the delivery agent to obtain a signed receipt from the Government showing the date and time of delivery. Delivery shall be accepted only at the address below.

All proposals must be marked as follows:

FROM: _____

ADDRESS TO:
INL Source Evaluation Board
U.S. Department Of Energy
Idaho Operations Office
Attention: Cheryl A. Thompson, Contracting Officer
940 Lincoln Road
Idaho Falls, ID 83401
Solicitation No. DE-RP07-03ID14517
Due _____

Written proposals are due NO LATER THAN 3:00 p.m. Mountain time on _____ . CAUTION: See the proposal submission instructions, including the provision describing treatment of late submissions, modifications, and withdrawals of proposals at FAR 52.215-1.

The Offeror assumes full responsibility for ensuring that proposals are received at the place and by the date and time specified in this solicitation.

Proposals sent by facsimile or electronic commerce shall not be accepted. Proposals shall be accepted for delivery between the hours of 8:00 a.m. and 3:00 p.m. Mountain time, on federal work days.

L.33 Small Business Size Standards and Set-Aside Information (Unrestricted)

This acquisition is unrestricted and contains no set-aside provisions. The North American Industry Classification System (NAICS) Code is 562910, Facilities Research and Development.

L.34 False Statements

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

L.35 Reserved

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L.36 Commitment of Public Funds

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds. Any other commitment, either explicit or implied, is invalid.

L.37 Responsible Prospective Contractors

- (a) The general and additional minimum standards for responsible prospective contractors set forth at 48 CFR 9.1 and 48 CFR 909.104-70 apply.
- (b) The Government may conduct pre-award surveys in accordance with FAR 9.106 and may solicit from available sources, any relevant information concerning the Offeror's record of past performance. The Government may use this information in making determinations of contractor responsibility.

L.38 Alternative Proposal Information

Alternative proposals are not solicited and shall not be accepted.

L.39 Electronic Media—Solicitation and Amendment Distribution

In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used exclusively and shall be the sole method used for distributing the solicitation and solicitation amendments. The solicitation and any amendments shall be posted on the Internet Procurement Web Page at: www.INL-RFP.gov

The above electronic medium constitutes the official distribution method for this solicitation. All amendments and any other official communications from the Government regarding this solicitation shall be posted through this medium. Offerors are responsible for checking the website often for any solicitation amendments.

L.40 Questions on Solicitation

An electronic submittal form has been created for use by Offerors for submitting questions and comments for the draft solicitation. The Government asks that this process be used rather than letters, e-mails, or phone calls. The form is available at the URL address <http://www.inl-rfp.gov>, and then click on the bulleted item titled "Submit Comments." Responses, if required, will be posted at this same web site under the bullet item titled "Responses to Comments."

L.41 Intent To Submit An Offer

Offerors intending to submit an offer in response to this RFP should send an email to the following web address no later than 15 days after posting of the final RFP:

thompsca@id.doe.gov

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L.42 Section L Appendices

Appendix 1 - List of Key Personnel

Appendix 2 - Resume Format

Appendix 3 - Past-Performance Information Form

Appendix 4 - Past Performance Questionnaire Cover Letter and Questionnaire

Appendix 5 - Instructions for Small Business Subcontracting Plan

Appendix 6 - Performance Guarantee

Appendix 7 - Reserved

Appendix 8 - Responsible Corporate Official

Appendix 9 – INL Funding Profile

Appendix 10 - Resource Commitment Form

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Appendix 1 - List of Key Personnel

While the exact title of these positions in the Offeror’s organization may be different, the functions identified below are considered key positions. Individuals identified for each position are considered key personnel in accordance with DEAR 952.215-70.

<u>Title</u>	<u>Name</u>
INL Laboratory Director	_____
Manager, Nuclear Programs	_____
Project Manager, Next Generation Nuclear Plant	_____
Manager, National Security Programs	_____
Manager, Operations	_____
Manager, Business Management	_____
Manager, Environment, Safety, Health And Quality Assurance	_____
Manager, Communications	_____

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Appendix 2 - Resume Format

Name and Address:

Country of Citizenship:

Proposed Title/Assignment on INL Contract:

Availability Date and Period of Commitment to the INL Contract:

Education (Identify Institution, Degrees Earned, Dates):

Experience Summary, Including For Each Position:

Position and Responsibilities

Description and Dollar Value of Activity

Duration of Time Spent on Activity

Whether Activity Was Completed On Time and Within Budget

Problems Encountered and Solved

Assessment of Customer's Satisfaction With Your Efforts

Patents Earned

Articles Published

Summary of Education, Experience, and Leadership Credentials Relevant to Proposed Contract Assignment:

Name Address, Telephone Number, and Email Address of Three Customer References (Shall Include One Reference for Current Position):

Signature

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Appendix 3 - Past-Performance Information Form

1. Complete Name of Customer	
2. Current Customer Address	
3. Contract Number And Type	4. Date Of Contract
5. Date Work Commenced	6. Date Work Ended.
7. Initial Contract Price/Cost And Fee	8. Final Amount Invoiced/Amount Invoiced To Date
9a. Technical Point Of Contact	9b. Contracting Point Of Contact
10. Activity Title	
11. Description of Activity	
12. Description of Problems and Conflicts Encountered	
13. Safety Performance	
14. Regulatory Performance	
15. Current Status of Contract (Choose One) <input type="checkbox"/> Work Continuing, on Schedule <input type="checkbox"/> Work Complete, Litigation Pending Or Underway <input type="checkbox"/> Work Continuing, Behind Schedule <input type="checkbox"/> Terminated For Convenience <input type="checkbox"/> Work Completed, No Further Action Pending or Underway <input type="checkbox"/> Terminated for default <input type="checkbox"/> Work Completed, Routine Administrative Action Pending Or Underway <input type="checkbox"/> Work Completed, Claims Negotiations Pending Or Underway <input type="checkbox"/> Other (explain)	

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Instructions for Completing the Past Performance Information Form

The Government shall not take the responsibility of locating addresses or telephone numbers that have been entered erroneously. This could affect the past performance evaluation.

- Item 1. Insert the complete name and address of the customer. Do not use acronyms.
- Item 2. Insert the customer's current address, including both post office box and street address.
- Item 3. Insert the contract number or other contract reference used by the customer and the contract type (e.g., fixed price, cost reimbursement, etc).
- Item 4. Insert the date of contract award.
- Item 5. Insert the date work on the contract started.
- Item 6. Insert the date work on the contract stopped.
- Item 7. Insert the initial contract price or initial estimated cost and 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 or cost and 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, address, telephone number, facsimile number, and e-mail address (if available) of the technical program or project manager who is most familiar with the quality of the Offeror's work under the contract.
- Item 9b. Insert the name, title, address, telephone number, facsimile number, and e-mail address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with the Offeror's work under the contract.
- Item 10. Insert the full title of the activity.
- Item 11. Describe the nature and scope of the work. The objective is to show how the work performed is/was the same or similar to the work that is to be performed under the INL contract.
- Item 12. Describe all technical regulatory, and cost/price problems encountered, including who was responsible for each problem. Describe how problems were resolved and the impact of the problem on schedule and on cost/price. Describe any other conflicts with the customer, regulators, or others on the project. Describe any actions taken or planned to correct any shortcomings in performance. Describe any pending, on-going, or completed litigation.
- Item 13. Describe safety performance on the project (e.g., accidents, lost time, etc.) Include a definition of any safety indexes used. Describe any actions taken or planned to address safety issues that arose during the project.
- Item 14. Describe regulatory performance on the project (e.g., notice of violations, fines and penalties, etc.) Describe any actions taken or planned to address regulatory issues that arose during the project.
- Item 15. Insert an X in the block next to the choice which best describes the current status of the contract. If the "Other" block is selected, provide a brief explanation.

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Appendix 4 - Past Performance Questionnaire Cover Letter

Date _____

Dear _____:

The Department of Energy (DOE) is asking for your assistance in a procurement effort. _____ is participating in a proposal for a DOE Contract with an estimated value in excess of \$5-billion. We are asking you to complete the attached questionnaire to help us evaluate _____'s performance.

Please use the following definitions to provide your ratings:

- 0 - Unsatisfactory – Completely failed to meet the minimum contract requirements. Contractor displayed a total lack of understanding of contract requirements.
- 1 - Poor - Performance was below minimum contract requirements. Contractor displayed a lack of thorough understanding of contract requirements in one or more significant performance areas.
- 2 - Satisfactory - Performance met minimum contract requirements.
- 3 - Good - Performance was above minimum contract requirements. Contractor displayed a thorough understanding of contract requirements.
- 4 - Excellent - Performance was substantially and consistently above contract requirements. Contractor displayed an overall superior understanding of contract requirements, and used innovative approaches leading to enhanced performance.

NA - Not applicable

DK - Don't know. No knowledge available to rate this question.

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. Please provide the following information:

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Past Performance Questionnaire

- | | | | | | | | | |
|--|----------|---|---------|---|---|----|----|--|
| 1. Did the contractor adhere to contract delivery schedules/response times/cost estimates/budgets? | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 2. Did the contractor utilize an effective project management system that included planning, budgeting, status tracking, reporting, baseline management, critical path analysis, and work breakdown structure? | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 3. Did the contractor demonstrate the ability to create teaming/partnering relationships to achieve project goals? | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 4. Was the Statement of Work executed effectively by the contractor in a consistently high quality manner? | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 5. Was the contractor successful in recruiting and retaining strong, well-qualified key personnel? | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 6. Was the contractor's Environment (a) Safety & Health (ES&H) program in compliance with contract requirements and protective of workers, public, and the environment? | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 7. Was the contractor effective in subcontract management? | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 8. Did the contractor provide an effective and efficient transition from the previous contractor, including effectively managing human relations and labor issues? | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 9. Did the contractor effectively manage regulatory compliance programs and regulatory interfaces? | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 10. Did the contractor's corporate office effectively support your contract? | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 11. Did the contractor develop and implement an effective quality assurance program? | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 12. Did the contractor effectively implement human resources requirements and manage labor relations to minimize work disruptions? | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 13. Was the contractor effective in working with organized labor, community groups, media, and other stakeholders? | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 14. Did the contractor meet its small business targets? | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 15. Would you hire this Company again? | Yes_____ | | No_____ | | | | | |

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Respondent: Please fill in the following table:

Item	Fill-In
Name	
Title	
Organization Name	
Organization Address (including City, State, zip)	
Telephone Number (w/area code)	
Facsimile Number (w/area code)	
e-mail address	

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Appendix 5 - Instructions for Small Business Subcontracting Plan

- (A) Annual goals, expressed in terms of percentages and estimated procurement dollars of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, 8(a) certified small business, women-owned small business, and Service Disabled Veteran owned small business concerns as subcontractors. Include all subcontracts that contribute to contract performance. The Offeror may include a proportionate share of products and services that are normally allocated as indirect costs.
- (B) A statement of:
- 1 Total dollars planned to be subcontracted;
 - 2 Total dollars planned to be subcontracted to small business concerns;
 - 3 Total dollars planned to be subcontracted to HUBZone small business concerns;
 - 4 Total dollars planned to be subcontracted to small disadvantaged business concerns;
 - 5 Total dollars planned to be subcontracted to 8(a) certified small business concerns;
 - 6 Total dollars planned to be subcontracted to women-owned small business concerns; and
 - 7 Total dollars planned to be subcontracted to Service Disabled Veteran owned business concerns;
- (C) A description of the principal types of supplies and services to be subcontracted and an identification of the types planned for subcontracting to (i) small business concerns, (ii) HUBZone small business concerns, (iii) small disadvantaged business concerns, (iv) women-owned small business concerns, and (v) service disabled veteran small business concerns.
- (D) A description of the method used to develop the subcontracting goals in paragraph (1) of this provision.
- (E) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, HUBZone, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g.,

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outreach, assistance, counseling, or publicizing subcontracting opportunities) in this provision.

- (F) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with (i) small business concerns, (ii) HUBZone small business concerns, (iii) small disadvantaged business concerns, and (iv) women-owned small business concerns.
- (G) The name of the individual who shall administer the Offeror's subcontracting program, and a description of the duties of the individual.
- (H) A description of the efforts the Offeror shall make to assure that small business, HUBZone small business, small disadvantaged business, women-owned small business, and service disabled veteran concerns have an equitable opportunity to compete for subcontracts.
- (I) Assurances that the Offeror shall include the provision in this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror shall require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this provision.
- (J) Assurances that the Offeror shall (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit standard form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this provision; and (iv) ensure that its subcontractors agree to submit standard forms 294 and 295.
- (K) A description of the types of records that shall be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the Offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, a women-owned small business and service disabled veteran concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
 - Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating:

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- Whether small business concerns were solicited and, if not, why not;
 - Whether HUBZone small business concerns were solicited and, if not, why not;
 - Whether small disadvantaged business concerns were solicited and, if not, why not;
 - Whether women-owned small business concerns were solicited and, if not, why not; and
 - If applicable, the reason award was not made to a small business concern.

- Records of any outreach efforts to contact:
 - Trade associations
 - Business development organizations
 - Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources.

- Records of internal guidance and encouragement provided to buyers through
 - Workshops, seminars, training, etc.
 - Monitoring performance to evaluate compliance with the program's requirements.

- On a contract-by-contract basis, records to support award data submitted, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

Submitted By:

Signed: _____

Typed Name: _____

Title: _____

Date: _____

Plan Accepted By:

Signed: _____ Date: _____

Typed Name: _____

Contracting Officer

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Appendix 5 (Continued)

Small Disadvantaged Business (SDB) Participation Program Targets

Note to Offerors: Targets provided shall become part of any resulting contract from this solicitation under Section J, Attachment J of the contract.

Instructions to Offerors:

Offerors shall provide written Small Disadvantaged Business Participation Program Targets using the form below, and in accordance with the instructions found in paragraph (b) of the Section L provision of this solicitation entitled FAR 52.219-24, *Small Disadvantaged Business Participation Program—Targets (OCT 2000)*. SDB “Targets” are SDB participation (prime contractor or subcontractor) in any of the North American Industry Classification System (NAICS) major groups determined by the U.S. Department of Commerce as industries eligible for the 10% price evaluation adjustment. These designated NAICS major groups can be found at:

<http://www.census.gov/epcd/www/naics.html>

SDB targets shall be evaluated under Subcriterion 4(b) and shall become part of the Contract under Section J, Attachment J.

- (A) *(List Offeror Name Here - Includes Single Entity, Joint Venture Partners, Teaming Partners, etc.)*

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage*
	Subtotal		

- (B) Subcontractors

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage*
	Subtotal		

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(C) Total (A+B)

NAICS Code	Description of NAICS Major Group	SDB Dollars	Percentage*
	Subtotal	**	100.00%
* All percentages shown as a percent of the total target cost + target fee			
** Total target cost + target fee = \$ (Offeror insert)			

For information purposes, “targets” as required under this provision) and “goals” (under the Small Business Subcontracting Plan) are differentiated as follows:

	Targets	Goals
Applicability	<i>SDB prime contractor \$ & % (including Joint Venture (JV) partners and teaming members) and SDB subcontractors \$ & % in SIC major groups eligible for 10% price evaluation adjustment</i>	<i>Subcontractor \$ & % with Small, HUBZone Small, Small Disadvantaged, and Women-Owned Small, and Service Disabled Veteran Business</i>
Percentages	% of total contract value	% of Total Subcontracting
Reporting	OF 312 at contract completion	SF 294 and SF 295 at intervals per FAR 52.219-9(j)

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Appendix 6 – Performance Guarantee

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract DE-AC07-03-ID14517 for the Management and Operation of the Idaho National Laboratory by and between the Government and xxxxxxxxxxxx(Contractor), the undersigned, xxxxxxxxxxxx(also the Guarantor), a corporation established in the State of xxxxxxx with its principal place of business at xxxxxxxxxxxxxxxxxxxx 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 other 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 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 thereunder, 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 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 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 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 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.

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Guarantor agrees to assure that it shall cause this Performance Guarantee 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 is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee, 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 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 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.

In witness thereof, Guarantor has caused this Performance Guarantee to be executed by its duly authorized official (and in the case of a corporation its corporate seal to be affixed hereto) on _____

XXXXXXXXXXXXXXXXXXXX (name of Guarantor)

(original signature on file at DOE NE-ID)
XXXXXXXXXXXXXXXXXXXX(signature)
EXECUTING PERFORMANCE
GUARANTEE ON BEHALF OF
GUARANTOR

ATTESTATION INCLUDING APPLICATION
OF SEAL BY AN OFFICIAL OF
GUARANTOR AUTHORIZED TO AFFIX
CORPORATE SEAL

(Corporate Seal Placed Here)

Original acknowledged on XXXXXXXXXXXX by:

Appendix 7 - Reserved

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Appendix 8 - Responsible Corporate Official

The responsible official for this contract is:

Name: _____

Position: _____

Company: _____

Address: _____

Telephone: _____

Fax: _____

Email Address: _____

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Appendix 9 - INL Funding Profile

INEEL ESTIMATED FUNDING TABLE <i>(Planning Estimates in Millions)</i>					
<p>This funding table represents planning estimates that are intended to give potential offerors information about projected INL funding and the size of the contract and represents a “snapshot in time.” The projections may be revised during the proposal period as new information becomes available.</p>					
<u>Funding Category</u>	<u>FY 2005</u>	<u>FY 2006</u>	<u>FY 2007</u>	<u>FY2008</u>	<u>FY 2009-2014</u>
Office of Nuclear Energy, Science and Technology (Includes ATR, ANL-W)*	\$163-195				
Efficiency and Renewable Energy	6.5-7				
Office of Science	4-5				
Reimbursable Work - Other	38-44				
Reimbursable Work - SMC	29-34				
Other **	6.5-7				
Total Idaho National Laboratory	\$247-292			Projected Range of \$400 - \$600 per year	
Estimate to M&O Contractor					
<u>*Office of Nuclear Energy, Science and Technology - Lower Detail (includes ANL-W)</u>					
ATR	\$ 39-47				
NE Research & Development	37-44				
NE University Reactor Fuel Assistance and Support	1-2				
Program Direction	1-2				
Landlord/Infrastructure	37-42				
Other Idaho Facilities Management	13-17				
Idaho Site-wide Safeguards & Security	35-41				
NE Budget Authority	\$163-195			Projected Range of \$250 - \$450 per year	
<p>It is the nature of R&D work that as specific projects are completed, follow-on activities are defined. This projected “range” of funding reflects potential new projects. The contractor should be able to achieve substantial growth in this arena as the Department projects awarding nearly \$3 billion per year for R&D work on a competitive basis.</p>					
<p>** Other includes: National Nuclear Security Administration, Fossil Energy, Environmental Safety & Health, Counter Intelligence, Intelligence, Security and Emergency Operations, Policy, Worker & Community Transition</p>					

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Appendix 10 - Resource Commitment Form

I am committing the following resources to the INL (please use a separate form for each resource). Committed resource descriptions may include: dollars, facilities, patents, materials, people, intellectual property, programs, etc. Please complete all relevant sections and indicate N/A where not applicable.

1. Resource Description:

2. Location of Resource: (Address)

3. Total Monetary Value \$_____ or Estimated Total Monetary Value\$_____
(If amounts or items are expected to be provided at different times throughout the contract please attach a separate schedule detailing the amounts/values and timeframes.)

4. Describe which Project/Program would benefit from the resource and why:

5. Date the resource will be provided:

6. The resource will be provided by:

7. Describe any liability related to this resource financial or otherwise:

8. How the resource will be managed:

9. How the resource will be incorporated into the INL:

10. Other pertinent information:

11. Signature of responsible corporate official and date of signature:

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Appendix 10 - Continued

Instructions for Completing the Resource Commitment Form

If any of the items in the form do not apply, indicate by N/A

Item 1: A description of the resource committed.

Item 2: Location of the resource.

Item 3: Monetary Value of the Resource. (All values shall be stated in 2004 dollars).

Item 4. Describe which INL project/program would benefit from the resource and provide a description of how the resource will benefit that project/program

Item 5: Date when the resource shall be provided.

Item 6: Indicate the name of the entity providing the resource.

Item 7: Describe any liability associated with this resource financially, environmentally, and any risk to the government.

Item 8: Describe how the resource shall be managed and controlled by the benefiting INL project/program.

Item 9: Describe how the resource shall be provided in a ready-to-use state by the benefiting project/program

Item 10: List any other pertinent information.

Item 11. Provide a signature of the responsible corporate official attesting to the commitment of the stated resources.