

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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L.1 PROPOSAL CONTENT/SUBMITTAL DATA

- (a) Offerors are to submit copies of their proposal to arrive at the U.S. Department of Energy (DOE), Idaho Operations Office, as described in this section, not later than 3:00 p.m. Mountain Time on September 20, 2004. Each submission shall include an original and 15 copies of Volume I, Volume II, and Volume III, and five Compact Disks (CDs) for each volume. The electronic documents shall be submitted either in pdf format by using Acrobat Writer 5.0 or be formatted using the Microsoft Office 2000 suite. Please do not submit scanned documents.

Oral presentations will be scheduled to occur approximately one to two weeks after proposal submittals. (See Section L.4)

- (b) The proposal must be divided into three separate volumes individually entitled as follows:

Volume I, Offer and Other Documents
Volume II, Technical and Management Proposal. (No cost information is to be included in this volume.)
Volume III, Cost/Fee Proposal.

Volume I has no size limitation except as noted in other sections of this document.
Volume II shall not exceed 200 pages as described in Subsection L.3(a)(4).
Volume III has no size limitation.

- (c) Signed contract: The “Solicitation, Offer, and Award” (Standard Form 33, Part I – Section A of the Request for Proposal (RFP)) shall be fully executed and used as the first page of each copy of Volume I, Offer and Other Documents.
- (d) Acceptance Period: The acceptance period entered on the Standard Form 33 by the offeror shall not be less than 220 days, which shall apply if no longer period is offered.
- (e) Signature Authority: The person signing the Standard Form 33 must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.
- (f) By signing Standard Form 33, the offeror agrees to accept the Contract (Sections A through K of this RFP) as written. Any exceptions or deviations to the terms of this 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 exception to the terms and conditions of the Contract.

- (g) Proposals are expected to conform to all solicitation provisions and be prepared in accordance with the instructions and outline contained in Section L. The proposal information will be reviewed to ensure compliance by the offeror with all aspects of this RFP. To aid in evaluation, proposals shall be clearly and concisely written, neat, indexed (cross-indexed as appropriate), and assembled logically. Extraneous, repetitious, or wordy submissions are not desired. Neither offers nor acknowledgments should be provided electronically, by facsimile, or by telephone. Pages should be sequentially numbered with the volume and page numbers and the name of the offeror, the date, and solicitation number on each page. Failure to respond to or follow the instructions regarding the organization and content of the technical and cost proposal may result in the offeror's proposal being deemed non-responsive.
- (h) In preparing the proposal, the instructions given in the provisions in Section L are to be followed to facilitate evaluation. Proposals shall be submitted with a numbering system for paragraphs and subparagraphs that is consistent with Section L.
 - (1) Using the evaluation criteria set forth in Section M, proposals will be evaluated in accordance with applicable Federal Acquisition Regulation (FAR) and DOE Acquisition Regulation (DEAR) provisions.
 - (2) These instructions are provided to aid offerors in the preparation of their proposals. These instructions and the information contained in these instructions are not evaluation criteria for this RFP.

L.2 PROPOSAL PREPARATION INSTRUCTIONS, COVER LETTER AND VOLUME I, OFFER AND OTHER DOCUMENTS

- (a) The cover letter shall include but not be limited to the following:
 - (1) The solicitation number.
 - (2) The name, address, telephone and facsimile numbers, and electronic addresses of the offeror.
 - (3) 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.
 - (4) Names, titles, telephone and facsimile numbers, and electronic addresses of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation.

- (5) 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.
- (6) The names, addresses, telephone and facsimile numbers, and electronic addresses of the individuals in the offeror's organization to be contacted, if necessary, during evaluation of the proposal.
- (7) The complete formal name and address of the offeror's organization and/or other participants to be used in any resulting contract. Provide D&B (DUNS) number for each organization and new entity if one is being created. (Reference FAR 52.204-6 contained in L.15 below.)
- (8) The name, address, telephone, electronic addresses, and facsimile numbers of representatives of the Government agency having administrative cognizance over the offeror, contractor team arrangement (as defined at FAR 9.601), or parent company, as applicable (such as contract administration within the meaning of FAR 42.1, Contract Audit Services).
- (9) A statement that the offeror grants to DOE or 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. This right may be exercised in connection with any such reviews deemed necessary by the Government.

(b) Volume I, General

Volume I, "Offer and Other Documents," consists of the actual offer to enter into a contract to perform the required work. It also includes required representations and certifications, other statements of the offeror, any other administrative information, and a summary of any exceptions and deviations taken.

(c) Volume I, Format and Content

Volume I, "Offer and Other Documents," shall include the following (in the order listed):

- (1) Other required documents and information:
 - (i) Fully executed Standard Form 33;
 - (ii) A full and completed Section B, including the cost and fee information required in Section B.3 and B.4;
 - (iii) Offeror Representations and Certifications (Section K);
 - (iv) Provide the information requested in Clause H.5(b) regarding the single Responsible Corporate Official; and,

- (v) Define the need for utilization of government furnished facilities, equipment and incumbent contractor personnel on a loaned basis for transition activities. These needs will be subject to agreement with the incumbent contractor.
- (2) Remittance Address: If the offeror's remittance address is different from the address shown on the Standard Form 33, the remittance address shall be furnished, including zip code.
- (3) The name of the offeror's organizational unit or separate business entity, to be responsible for the work proposed.
- (4) The acknowledgments of receipt of all amendments to this RFP.
- (5) Offerors' positive commitment to accept the contract (Sections A through K of this RFP). With regard to Section I, "Contract Clauses," of the RFP, offerors are not to submit the complete language from all of the contract clauses in their proposals.
- (6) Any exceptions and deviations taken to the terms and conditions of the draft contract: Identify and explain any exceptions, deviations, or conditional assumptions taken with respect to the requirements of the contract. The benefit, if any, to the Government shall be explained for each exception taken or deviation proposed. Any exceptions or deviations may make the proposal unacceptable for award without discussions.

L.3 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II – TECHNICAL AND MANAGEMENT PROPOSAL

Volume II will contain the written proposal addressing the technical, business, and other criteria listed below.

- (a) General Information
 - (1) The Technical Proposal consists of written information intended to present the offeror's understanding, capabilities, and approach to satisfy the requirements of the Statement of Work (SOW). The offeror shall address all requirements in the SOW. No contractual cost information is to be included in the Technical and Management Proposal.
 - (2) The term "performance based" is used when describing several required Sections of Volume II. When this term is used, the offeror shall provide quantitative key performance measures that will identify and measure real cleanup progress throughout the contract period. At a minimum, a performance schedule shall be

included to identify annual key performance measures (Section L, Attachment 9) for major physical work elements, such as facilities demolished, Operable Unit cleanup complete, volume of waste shipped offsite, Voluntary Consent Order tank system closed, excess nuclear material shipped off-site, quantity of spent nuclear fuel placed in dry storage, disposition of sodium bearing waste and high level waste (HLW) tanks closed.

- (3) The format and content of Volume II, Technical Proposal, shall consist of the following components:

- Technical Approach and Risk Management
- Business Acumen
- Integrated Safety Management
- Experience
- Small Business (including completed forms from Section L, Attachment 5, *Small Business Subcontracting Plan* and Attachment 6, *Small Disadvantaged Business Participation Program Targets*)
- Past Performance

- (4) The combined page limit for the Technical Approach and Risk Management, Business Acumen, Integrated Safety Management, Experience, and Small Business sections is 200 pages. **Pages in excess of the 200-page limit will not be evaluated.**

The following items are excluded from the 200-page limit: completed Section B; alternative approach to address the legal uncertainty regarding certain reprocessing wastes per Section L.3(b)(1)(i)(a); past performance information requested in L.3(b)(6); past performance information regarding Small Business; Letters of Commitment; resumes; the Small Business Subcontracting Plan (Section L, Attachment 5); and the Small Disadvantaged Business Participation Program Targets Form (Section L, Attachment 6).

A page is defined as a single side of 8 ½” x 11” paper. All pages of the proposal are to be submitted on 8 ½” x 11” sheets; however, 11” x 17” fold out sheets will be accepted for maps, charts, graphs, figures and tables and will be counted as one page. Print type used in the text portions of the proposal shall be no smaller than 12-point. Print type used in maps, charts, graphs, figures and tables may be smaller than 12-point, but must be clearly legible. (Note: Tables of Contents, Lists of Figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page).

- (5) The proposal should be internally consistent and display integration among the criteria.

- (b) Technical and Management Instructions
 - (1) Technical Approach and Risk Management
 - (i) Technical Approach
 - (a) INTEC cleanup: The offeror shall describe its performance-based technical approach and schedule to complete the work scope elements for the Idaho Nuclear Technology and Engineering Center (INTEC) required in Section C.2 by September 30, 2012. The offeror shall also describe its proposed end-states for high-risk facilities, streamlining methods and innovations, waste disposition plans and approach to minimize new waste generation as a result of cleanup activities. The offeror shall provide estimated volumes (in cubic meters) of treated sodium bearing waste (SBW) stemming from the offeror's SBW treatment approach and breakout this volume by Remote Handled (RH) TRU versus Contact Handled (CH) TRU. The offeror shall further describe how it will accomplish the statement of work in accordance with regulatory milestones and the timeframes stated in Section C.

ALTERNATIVE REQUIRED

Based on the legal uncertainty concerning certain reprocessing wastes, the offeror shall also provide a summary (not to exceed 10 pages) of its alternative technical approach, including future retrieval capabilities, and impacts if SBW is dispositioned as HLW and the tank residual solids cannot be dispositioned as low level waste (LLW), per the following:

The contractor shall remove, treat, and safely store SBW on-site by September 30, 2012, per the future approved ID HLW Environmental Impact Statement Record of Decision. The treated SBW form must qualify for disposal at DOE's HLW Monitored Geologic Repository (MGR). The contractor shall complete flushing, cleaning and emptying tanks (C.2.8.1), but shall not close the tanks. The contractor shall complete the RCRA Part B storage and treatment permit applications for on-going safe storage (C.2.8.2) and future retrieval, treatment, packaging and shipment of existing HLW calcine and treated SBW to the HLW MGR.

- (b) **RWMC Cleanup:** The offeror shall describe its performance-based technical approach and schedule to complete the work scope elements for the Radioactive Waste Management Complex (RWMC) required in Section C.3 by September 30, 2012. The offeror shall also describe its proposed end-states, streamlining methods and innovations, waste disposition plans and approach to minimize new waste generation as a result of cleanup activities. The offeror shall further describe how it will accomplish the statement of work in accordance with regulatory milestones and the timeframes stated in Section C.
- (c) **TRA Cleanup:** The offeror shall describe its performance-based technical approach and schedule to complete the work scope elements for the Test Reactor Area (TRA) required in Section C.5 by September 30, 2012. The offeror shall also describe its proposed end-states for high-risk facilities, streamlining methods and innovations, waste disposition plans and approach to minimize new waste generation as a result of cleanup activities. The offeror shall further describe how it will accomplish the statement of work in accordance with regulatory milestones and the timeframes stated in Section C.
- (d) **TAN Cleanup:** The offeror shall describe its performance-based technical approach and schedule to complete the work scope elements for the Test Area North (TAN) required in Section C.4 by September 30, 2012. The offeror shall also describe its proposed end-states for high-risk facilities, streamlining methods and innovations, waste disposition plans and approach to minimize new waste generation as a result of cleanup activities. The offeror shall further describe how it will accomplish the statement of work in accordance with regulatory milestones and the timeframes stated in Section C.
- (e) **PBF Cleanup:** The offeror shall describe its performance-based technical approach and schedule to complete the work scope elements for the Power Burst Facility (PBF) required in Section C.6 by September 30, 2012. The offeror shall also describe its proposed end-states for the high-risk facility, streamlining methods and innovations, waste disposition plans and approach to minimize new waste generation as a result of cleanup activities. The offeror shall further describe how it will accomplish the statement of work in accordance with regulatory milestones and the timeframes stated in Section C.

- (f) **Miscellaneous Sites:** The offeror shall describe its technical approach for miscellaneous sites in Section C.7 of the SOW.
 - (g) **Integration of Safety into the Technical Approach:** As the offeror describes its performance-based technical approach for each of the above scopes of work, the offeror shall also describe how key aspects and elements of an integrated safety management system are integrated into its work approaches to deal with hazards associated with the work scope. Specific hazards associated with the most significant and challenging work scope shall be identified with a proposed hazards reduction or mitigation strategy detailed in its technical approach to work accomplishment.
 - (h) The offeror shall complete Section L, Attachment 9, identifying all applicable key performance measures over the term of the contract. Revisions to these key performance measures may be proposed to the CO for review and approval per Section H.1(c)(2). Section L, Attachment 9, shall be incorporated into the contract per Section L.21.
- (ii) **Risk Management**
- a. The offeror shall provide its assessment of the work scope uncertainties identified in Section H.2, Programmatic Risks and Uncertainties. The risk management portion of the offeror's proposal will form the basis for the initial risk management plan described in H.2(a). For the uncertainties that present a significant risk to project cost and schedule, the offeror shall provide its proposed approach for their elimination, avoidance or mitigation.
 - b. The offeror shall identify additional work scope uncertainties (not listed in Section H.2, Programmatic Risks and Uncertainties) that, in its opinion, may present a significant impact to project cost and schedule. The offeror shall provide its proposed approach to assess, eliminate, and avoid or mitigate these additional uncertainties.
 - c. The offeror shall describe the approach it will use to identify, assess and manage future uncertainties and its programmatic risk during the performance of this contract. The offeror shall also describe the approach it will use to communicate uncertainty and risk to DOE during the performance of the contract.

- d. If the offeror proposes an aggressive alternative regulatory approach to more efficiently achieve risk reduction end states, or to meet regulatory agreements or commitments, the offeror shall specify a confidence level for obtaining regulatory approval and a risk mitigation strategy, in the event regulatory approval is not obtained.
 - e. If the offeror proposes an aggressive or innovative technical approach, the offeror shall specify the confidence level, feasibility and the basis for such an approach for achieving successful work scope completion, and the risk mitigation strategy for this innovative technical approach. The offeror shall also provide validation of prior performance for unique technical approaches (if available).
- (2) Business Acumen
- (i) Key Personnel
 - a. The offeror must provide written resumes (education, experience, and names of references demonstrating suitability for the proposed position) in the format provided in Section L, Attachment 2, and Letters of Commitment, in the format provided in Section L, Attachment 3, for all key personnel (not to exceed seven) proposed by the offeror. Failure to submit Letters of Commitment may result in a lower rating.
 - b. Each resume shall not exceed three (3) pages in length, with the exception of the resume for the Project Manager, which may not exceed four (4) pages. DOE will not evaluate any pages exceeding page limitations. Offerors are advised that the Government may contact any or all references and other sources and may use any information obtained as part of the evaluation of key personnel.
 - c. The offeror must provide a detailed description (maximum three pages) of its capabilities, management systems, and evaluation process to recruit, evaluate, retain, and remove (if necessary) its key personnel, including its Project Manager.
 - d. Oral interviews will be conducted in accordance with the instructions in L.4 and will be used in evaluating key personnel.

(ii) Organization and Project Management

- a. The offeror shall describe its approach for integrating the performance schedules of the Idaho Cleanup Project (ICP) to allow completion of the SOW by September 30, 2012, while remaining within the annual and total funding limitation per Section B.2.

- b. The offeror shall describe its proposed management approach and organization for achieving the cleanup requirements in the SOW. This shall include, but not be limited to, an organizational chart, Organizational Breakdown Structure (OBS), project structure relating the organization to the SOW and Work Breakdown Structure (WBS). In addition, the offeror shall describe its approach to prioritization of work, life cycle baseline development, budget development, and its approach for managing project performance and controlling cost and schedule. These WBS activities shall be rolled up in a summary page and shall be submitted for each of the geographic areas and the balance of work stated in L.3. The WBS shall be developed down to Level 3, as a minimum, that identifies reasonable portions of work by geographic area, such as:
 - (1) Major facilities to be demolished
 - (2) High risk facilities to be dispositioned
 - (3) Minor facilities (or groups of facilities) to be demolished
 - (4) Utility System maintenance or removal
 - (5) Disposition of Operable Units
 - (6) Waste Management
 - (7) Nuclear Materials disposal or disposition
 - (8) Spent Nuclear Fuel Management
 - (9) High Level Waste Management
 - (10) Sodium Bearing Waste Management
 - (11) Voluntary Consent Order actions

(3) Integrated Safety Management (ISM)

- (i) The offeror shall describe how it will execute a single site-wide Integrated Safety Management System that flows down into all work activities, including subcontractors. The offeror shall describe how safety deficiencies will be identified and resolved and how effective corrective actions will be implemented. This section is intended to describe the offeror's overall process for ISM and is not intended to duplicate how specific ISM elements are factored into the offeror's technical approach to accomplishing the

statement of work. (This subfactor is limited to five pages and will be included as part of the 200-page limit cited in L.3(a)(4).)

- (ii) The offeror's description of its technical approach to accomplishing the scope of work shall include integration of safety from initial work identification to work execution (as described in the SOW, Section C.9.2). Specific hazards associated with the most significant and challenging work scope shall be identified with proposed hazard reduction or mitigation strategies detailed in its technical approach to work accomplishments as cited in L.3(b)(1)(i)(g).
 - (iii) Due to the importance placed on contractor compliance with the contract terms and conditions relating to environment, safety and health (ES&H), the offeror shall describe how worker safety will be ensured during the first 90 days after the contract takeover date as well as through the balance of the contract period.
- (4) Experience
- (i) The offeror shall furnish a summary of relevant and recent (not more than five years old) experience in all major work areas (defined in L.3) demonstrating experience and capabilities in performing the scope of work. Project or construction management, environmental remediation, nuclear facility decontamination and decommissioning, transuranic waste management and disposal, SNF management, nuclear materials disposal or disposition, and demolition of commercial or government-owned former nuclear or radioactively-contaminated facilities, are all reasonably similar to the types of work identified in the Statement of Work. The offeror should provide specific examples of experience. If the offeror proposes to have portions of the work identified in Section C performed by an entity(ies) other than itself, it shall provide the identity of the other entity(ies) and provide relevant information concerning the experience of the entity(ies). The offeror should provide evidence that the entity(ies) is committed to perform the identified portion of the work.
 - (ii) Identify and quantify (in terms of dollar volume) the experience of all members of the offeror's team working under rigorous quality assurance requirements such as 10 CFR Part 50 Appendix B, 10 CFR Part 830.120, or their equivalents, in the past five years. Identify and quantify all relevant RCRA and CERCLA experience and any background experience accumulated from work on National Priorities List (NPL) sites.

- (iii) The offeror shall describe its experience in managing a multi-disciplined workforce that includes integrated unions performing various and differing aspects of a project; demonstrated experience in working with regulatory agencies at the State and Federal levels; experience in using corporate capability to provide support, oversight and problem solving; and experience in working with stakeholders and community groups such as local citizen groups, local Government organizations (including tribal nations), and other interested groups. The offeror shall describe its experience with management and integration of regulatory agreements with the objective of site cleanup under resource limitations.

- (5) **Small Business**
 - (i) DOE promotes the use of small and small disadvantaged businesses in executing its mission activities, and is particularly interested in providing to such concerns an opportunity to apply their expertise, in a meaningful way, to the work to be conducted under the contract resulting from this solicitation.

 - (ii) The offeror shall describe the participation of such small business as part of the offeror's plan to accomplish project requirements, (e.g., team members, joint venture partners, subcontractors). The offeror shall provide the following for each such small business:
 - a. A description of the proposed contractual relationships;
 - b. A description of the type of work, in terms of the variety and complexity of the work; and,
 - c. The term and dollar amount of work.

 - (iii) In addition, the offeror shall include information regarding three recent (not more than five years old) contracts that describes its past performance in meeting subcontracting targets for small and small disadvantaged businesses. For subcontractors or team members in a joint venture or limited liability corporation, each team member shall submit one reference. This information shall include the client, the period of performance, the dollar value of the contract, the goals set out in the contract and the actual accomplishments against those goals. Small business past performance information is excluded from the 200-page limitation.

 - (iv) Information regarding past and present performance may be obtained by the CO from independent data as well as data provided by offerors.

(6) Past Performance

Each offeror shall submit three contract references for the prime contractor and two contract references for each of the subcontractors for experience identified under Section L.3(b)(4). If the offeror is a newly formed joint venture or Limited Liability Corporation (LLC), each team member shall submit two past performance references.

- (i) The offeror shall submit a completed Offeror Past Performance Reference Information Form and Questionnaire (Section L, Attachment 1) for each reference above that is similar in type, scope, complexity and risk completed or in progress (not more than five years old). Contract work for State and local Government, private sector clients, and subcontracts that are similar to the Government requirement will be evaluated. The references should be provided for work done only by the proposing division/segment of the offerors firm, not the firm in general. If the offeror has no record of past performance, it shall not be evaluated favorably or unfavorably on past performance.
- (ii) The offeror shall provide information on problems encountered on the contracts identified above and corrective actions taken to resolve those problems.
- (iii) The offeror shall provide a list of contracts terminated (partially or completely) within the past three years, including the contract number, dollar amount of contract, brief description of SOW, reason for termination, sponsoring agency, and name and telephone number of the CO. This information is required for the prime contractor and its team members, but not subcontractors.
- (iv) The offeror shall complete the Offeror Past Performance Reference Information Form (Section L, Attachment 1, page 1) in accordance with the instructions (page 2) and submit the form to DOE with the offeror's proposal as part of Volume II. The offeror shall ensure that each point of contact (POC) listed on the Offeror Past Performance Reference Information Form (Blocks 9a, 9b, and 9c) has direct and pertinent knowledge of the contract identified on the form (Block 3) and that each POC can be readily contacted with the information provided.

The Offeror shall provide a completed copy of the Offeror Past Performance Reference Information Form, the Past Performance Letter, and the Past Performance Questionnaire (Section L, Attachment 1, pages 3, 4, and 5) to each POC named by the offeror in Blocks 9a, 9b, and 9c of the

form. The offeror shall instruct each POC to return the Past Performance Questionnaire (including a copy of the Offeror's Past Performance Reference Information Form) directly to DOE at the address identified in the Past Performance Letter (page 3) no later than one week after proposals are due.

- (v) Offerors are advised that the Government may contact any or all references in the proposal and other sources and that the information obtained will be used for both the responsibility determination and the best value decision.
- (vi) The Government will only discuss past performance information directly with the offeror or teaming partners or parent corporations that is/are being reviewed.

L.4 ORAL INTERVIEW INSTRUCTIONS

- (a) After submission of a responsive offer, each offeror shall participate in oral interviews with the DOE Source Evaluation Board (SEB) and other Government representatives who may be involved in the procurement. The purpose of the oral interviews is to further evaluate Key Personnel qualifications and experience and their understanding of the SOW requirements and the offeror's proposal. The oral interview will not constitute "discussions" as defined in FAR Part 15, Contracting By Negotiation, nor will it obligate DOE to conduct discussions or to solicit final proposal revisions.
- (b) Oral Interview Format. The oral interviews will consist of two parts, (1) an open presentation by the Key Personnel, and (2) a technical interview with the key personnel team addressing the offeror's proposed approach to a portion of the work scope. The same portion of work scope will be selected by the SEB for all offerors. DOE will record the oral interviews and no other recordings will be allowed. **The offerors shall not use written materials during the open presentations or technical interviews.**
 - (1) Open Presentation. After a brief DOE introduction, offerors will be provided one hour to present the following information:
 - (i) A summary of the key attributes of the offeror's proposal;
 - (ii) The qualifications and experience of the proposed Project Manager to provide leadership, execute the SOW safely, improve performance and meet commitments; and,
 - (iii) The qualifications and experience of the remaining Key Personnel to provide leadership, execute the SOW safely and manage risk

- (2) **Technical Interview:** The SEB will conduct a technical interview with all of the Key Personnel. The offeror will be required to explain its approach to complete a certain portion of the work consistent with the offeror's proposal. The portion of work will be selected by the SEB and announced at the beginning of the interview. The offeror will then be provided 30 minutes to prepare for the interview. The interview itself will consist of 60 minutes of presentation followed by a 30-minute question and answer period.
- (3) **Schedule:** DOE will schedule the oral interviews for approximately one to two weeks after the due date for receipt of proposals. DOE will notify responsive offerors within two business days after the due date for receipt of proposals with the date, time, location, and other instructions relating to the oral interviews.
- (4) **Presenters and Attendees:** Attendees will be limited to the offeror's Key Personnel (not to exceed a total of seven) and one corporate officer for each team.
- (5) **Location:** The location of the oral interviews will be in the Idaho Falls area.

L.5 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III – COST AND FEE PROPOSAL

All cost and fee information shall be included in Volume III of the proposal.

- (a) For evaluation purposes only, the Cost Proposal shall include a breakdown of cost correlated (at a minimum) with the WBS provided in Section L, Attachment 8 with summary roll-ups. The Cost Proposal shall include all costs associated with completing the entire SOW in Sections C.1 through C.12 (excluding Sections C.8 and C.11) for the contract period through September 30, 2012. Offerors may include additional WBS elements to ensure that all cost elements for the complete SOW are included in the Cost Proposal. The Cost Proposal shall describe the methodology used to determine the cost and provide a confidence level for the proposal. Cost and financial data should be fully supported and organized in a manner that facilitates review. Offerors should clearly indicate (1) what data is existing and verifiable, (2) judgmental factors applied in projecting from known source data to the estimate, (3) contingencies, (4) key assumptions (not in conflict with the SOW), and (5) the basis for each cost element. For each WBS cost element the contractor (and each major subcontractor in excess of \$500,000) shall include:
 - (1) Labor Categories (rates and hours)
 - (2) Material
 - (3) Other direct cost
 - (4) Subcontract cost

- (5) Overhead and G&A allocations (rates and costs)
- (6) Cost contingency
- (7) Escalation
- (8) Fee

Indirect rates shall be supported by pool and base cost detail and allocation methodologies. The contractor shall identify and include in the indirect rate pools, activities that are not directly related or included in the direct work scope as defined by the RFP WBS (Section L, Attachment 8).

- (b) The offeror shall propose a Target Fee that is within the range that is described in Section B, Incentive Fee. The offeror must clearly define the percentage of any Target Fee relative to the Target Cost. **In no case shall the Target Cost plus the Target Fee exceed the annual or total funding limits specified in Section B.2 or the limits provided in Section B.4.**
- (c) If the contractor proposes as a part of a consortium, joint venture, and/or other teaming arrangement, the team shall share in the contract fee structure (i.e., separate additional “subcontractor fee” for teaming partners will not be considered an allowable cost under this contract).
- (d) The cost proposal shall include the following:
 - (1) The offeror shall briefly describe the proposed accounting system and the adequacy of that system for reporting against Government cost type contracts and compliance with Cost Accounting Standards. In addition, the offeror shall identify the cognizant Government auditor of any Government agency that has formally approved the accounting system, and rates if applicable.
 - (2) For DOE’s use in determining responsibility under FAR 9.1, Responsible Prospective Contractors, the offeror, each teaming member, and each major subcontractor must provide audited/certified financial statements for the three most recent accounting periods. Financial Statements must 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. If the offeror is a newly formed joint venture or LLC, this data must be provided for each member of the joint venture or shareholder of the LLC. DOE reserves the right to obtain additional financial data.

- (3) The offeror shall provide a cost estimate for the transition period. The transition period will be on a cost-reimbursement (no fee) basis, subject to the cost principles of FAR 31 and DEAR Part 931. Transition costs shall not exceed the offeror's proposal or \$8 Million, whichever is less. The supporting information for transition costs must be commensurate with the level of detail in L.5(b).

L.6 RESERVED

L.7 FAR 52.215-1 INSTRUCTIONS TO OFFERORS, COMPETITIVE ACQUISITION (MAY 2001)

- (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 that 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)(2)(i) and (c)(2)(ii) of this provision.

- (2) The first page of the proposal must show:
 - (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 modifications 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 4:00 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii) 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
 - a. 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

- b. 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,
 - c. It is the only proposal received.
- (iii) 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.
 - (iv) 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.
 - (v) 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.
 - (vi) Proposals may be withdrawn by written notice received at any time before award. 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 FAR 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 proposed by the offeror).
- (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 resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and sub-factors 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 CO later determines them to be necessary. If the CO 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 CO 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.
- (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 sub-line 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) 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) The Government may disclose the following information in post-award debriefings to other offerors:

- (i) The overall evaluated cost or price and technical rating of the successful offeror;
- (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
- (iii) A summary of the rationale for award; and,
- (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.8 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government intends to award a cost-plus-incentive fee contract resulting from this solicitation for the Idaho Cleanup Project (ICP).

L.9 NUMBER OF AWARDS

It is anticipated that only a single contract award will result from this solicitation.

L.10 CONTACTS REGARDING FUTURE EMPLOYMENT

Prior to Contract award, except where prohibited by law, contacts with incumbent employees regarding future employment are permitted; however, such contacts must take place outside the normal working hours of such employees and not on any DOE sites. Offerors are reminded, however, that no contacts with Federal, contractor, or subcontractor employees are permitted for the purpose of seeking procurement sensitive information relating to this solicitation.

L.11 PRE-PROPOSAL CONFERENCE

No pre-proposal conference is planned for this acquisition.

L.12 QUESTIONS ON SOLICITATION

An electronic submittal form has been created for submitting questions and comments related to the final solicitation. This process shall be used rather than letters, e-mails, or phone calls. The form is available at the Idaho Cleanup Project home page by going to the URL address <http://www.id.doe.gov>, and clicking on "Solicitation: ICP-RFP." This will open the Idaho Cleanup Project home page where the bulleted item titled "Submittal Form" can be clicked on to reach the submittal form. Information on submitting a question or comment is located at the bulleted item "Question and Comment Submittal Guidelines." Responses will be posted at this same website under the bulleted item titled "DOE Responses."

L.13 FAR 52.222-24 PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 Million or more will result from this solicitation, 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.14 FAR 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications)
- (b) Representations and other instructions
- (c) Contract clauses
- (d) Other documents, exhibits, and attachment
- (e) The specifications

L.15 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

- (1) An offeror may obtain a DUNS number:
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

**L.16 FAR 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT—
CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2002)**

- (a) *Definitions.* "Construction material," "designated country construction material," "domestic construction material," "foreign construction material," and "NAFTA country construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act-Construction Materials under Trade Agreements" (Federal Acquisition Regulation (FAR) clause 52.225-11).

- (b) *Requests for determination of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-11 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.
- (c) Evaluation of offers.
 - (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction materials, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(4)(i) of FAR clause 52.225-11.
 - (2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.
- (d) Alternate offers.
 - (1) When an offer includes foreign construction material, other than designated country or NAFTA country construction material, that is not listed by the Government in this solicitation in paragraph (b)(3) of FAR clause 52.225-11, the offeror also may submit an alternate offer based on use of equivalent domestic, designated country, or NAFTA country construction material.
 - (2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-11 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.
 - (3) If the Government determines that a particular exception requested in accordance with paragraph (c) of FAR clause 52.225-11 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic, designated country, or NAFTA country construction material, and the offeror shall be required to furnish such domestic, designated country, or NAFTA country construction material. An offer based on use of the foreign construction material for which an exception was requested

- (i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or
- (ii) May be accepted if revised during negotiations.

L.17 FAR 52.237-1 SITE VISIT (APR 1984)

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

L.18 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996)/DEAR 952.233-2, SERVICE OF PROTEST

- (a) Protests, as defined in FAR 33.101, *Definitions*, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office, shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Elaine M. Richardson
Contracting Officer
U.S. Department of Energy
Idaho Operations Office
1955 Fremont Avenue
Idaho Falls, ID 83401-2040
Telephone: (208) 525-3903
Facsimile: (208) 525-3922
E-mail: richarem@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 General Accounting Office.
- (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 Provision:

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

L.19 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEPT 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.)

L.20 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEPT 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 DEAR 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 CONTENT OF RESULTING CONTRACT

Any contract awarded as a result of this RFP will 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 Offerors, and Section L, Attachment 9 -- Key Performance Measures will be incorporated into the contract by reference.

L.22 DOE ISSUING OFFICE

U.S. Department Of Energy
Idaho Operations Office
1955 Fremont Avenue
Idaho Falls, ID 83401-1221
Point of Contact: Elaine M. Richardson, Contracting Officer
Telephone: (208) 525-3903
e-mail: richarem@id.doe.gov

L.23 TIME, DATE, AND PLACE PROPOSALS ARE DUE

U. S. Mail does not deliver direct to the address listed below. Proposals must be sent by a method other than postal carrier (e.g., Express Mail, Federal Express or United Parcel Service) to assure direct delivery. Hand carried proposals will only be accepted at the address below. All proposals must be marked as follows:

FROM: _____

ADDRESS TO:

EM Source Evaluation Board
U.S. Department Of Energy
Idaho Operations Office
Attn: Elaine M. Richardson, Contracting Officer
940 Lincoln Road
Idaho Falls, ID 83401

Solicitation No. DE-RP07-03ID14516
Due: September 20, 2004

Note: Offerors hand carrying proposals to the above address must telephone one of the following individuals prior to attempting delivery in order to ensure their availability:

Annette Lusk (208) 525-3909
Elaine M. Richardson (208) 525-3903

- (a) The written proposals are due NO LATER THAN 3:00 p.m. local prevailing time on September 20, 2004. CAUTION: See the proposal submission instructions, including the provision describing treatment of late submissions, modifications, and withdrawals of proposals at FAR 52.215-1.

- (b) The offeror assumes the full responsibility of insuring that the offer is received at the place and by the date and time specified in this solicitation. Facsimile or electronic commerce offers will not be accepted.
- (c) It may not be possible to hand carry the package(s) outside of the hours 8:00 a.m. to 3:00 p.m. on federal workdays. Delivery to any other location than that specified herein is unacceptable.

L.24 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, Environmental Restoration Services.

L.25 SMALL BUSINESS PLAN AND SMALL DISADVANTAGED BUSINESS TARGETS

A completed and acceptable Small Business Subcontracting Plan is required to be submitted in accordance with Section L, Attachment 5. This plan will be incorporated into the final contract. In addition, Offerors will complete Attachment 6 of Section L, Small Disadvantaged Business Participation Business Program Targets form. This will be evaluated under M.4(e) and will also be incorporated into the final contract.

L.26 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – TARGETS (OCT 2000)

- (a) This solicitation contains a source selection factor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.
- (b) In order to receive credit under the source selection factor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

L.27 FALSE STATEMENTS

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

L.28 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS

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

L.29 AMENDMENT OF THE SOLICITATION

The only method by which any term of the RFP may be modified is by an express, formal amendment to the solicitation generated by the Contracting Officer. No other communication made at any scheduled conference or subsequent discussions, whether oral or in writing, will modify or supersede the terms of the RFP.

L.30 COMMITMENT OF PUBLIC FUNDS

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

L.31 NOTICE OF LABOR PROVISIONS

- (a) The offeror should note that this solicitation includes in the proposed contract, clauses requiring the listing of employment openings with the local office of the Federal-State employment service system where a contract award is for \$10,000 or more. (See clauses “Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans” (FAR 52.222-35) and “Affirmative Action for Workers with Disabilities” (FAR 52.222-36).
- (b) General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-333), and the Service Contract Act of 1965 (41 U.S.C. 351-358) may be obtained from the Department of Labor, Washington, D.C., 20310, or from any regional office of that agency. Requests for information should include the RFP number, the name and address of the issuing agency, and a description of the supplies or services.

L.32 RESPONSIBLE PROSPECTIVE CONTRACTORS

- (a) The general and additional minimum standards for responsible prospective contractors set forth at 48 CFR Part 9.1 and 48 CFR Part 909.104-70 applies.
- (b) DOE 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, and DOE may use such information in making determinations of prospective contractor responsibility.

L.33 DISPOSITION OF PROPOSALS OR BIDS

Proposals or bids will not be returned (except for timely withdrawals). Proposals not required for official record retention will be destroyed.

L.34 DISPOSITION OF SOLICITATION DOCUMENTS

Drawings, specifications, and other documents supplied by DOE with the Solicitation may be retained by the offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

L.35 ALTERNATIVE PROPOSAL INFORMATION

Alternative proposals that are not consistent with the Statement of Work and these instructions or which are only for a portion of the work are not solicited, are not desired, and shall not be considered or evaluated.

L.36 AVAILABILITY OF REFERENCED DOCUMENTS, DVD, MAPS AND NUCLEAR MATERIALS DATA

- (a) Referenced documents are available for offeror information and use in connection with the RFP in the DOE Idaho Operations Office Public Reading Room at the Idaho National Laboratory, during the hours of 8:30 AM – 5:00 PM, Monday through Friday, except Government holidays. For additional information on available documents, contact the FOIA Reading Room at (208) 526-9162. A current listing of the referenced documents available can be found at the following Internet Address:

<http://www.inel.gov/library/searchreadingroom.shtml>

- (b) A DVD presentation of key facilities is available upon request. Submit your request by electronic mail to: richarem@id.doe.gov. Please provide the following information:

Name (of individual to receive the DVD):
Company Affiliation:
Address (where DVD is to be mailed):
Phone Number (of individual named above):
e-mail address (of individual named above):

- (c) Facility area maps are available upon written request to those offerors who sign a security nondisclosure statement. Provide the information requested in (b) above for the individual that will be responsible for the maps and include the nondisclosure statement signed by an authorized individual of your company. See Section L, Attachment 7, for Security Nondisclosure Statement.
- (d) Nuclear materials inventory data, including storage locations, is available upon written request to those offerors who sign a security nondisclosure statement. Provide the information requested in (b) above for the individual that will be responsible for the data and include the nondisclosure statement signed by an authorized individual of your company. See Section L, Attachment 10, for Security Nondisclosure Statement.

L.37 NOTICE OF POSSIBLE USE OF NON-FEDERAL EVALUATORS

Offerors are notified that DOE may employ non-Federal evaluators (including employees of DOE contractors) to evaluate proposals submitted in response to this solicitation. All such non-Federal evaluators are required to sign appropriate non-disclosure and conflict of interest statements prior to any such engagement. By submission of offers under this solicitation, offerors are deemed to have consented to a review by non-Federal evaluators.

L.38 ELECTRONIC MEDIA—SOLICITATION AND AMENDMENT DISTRIBUTION

- (a) 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 will be the sole method used for distributing the solicitation and amendments thereto to the public. The solicitation and any amendments will be posted on the Idaho Cleanup Project web page at: <http://www.id.doe.gov>
- (b) The above electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from the agency regarding this solicitation will be posted through this medium. Offerors and all other interested parties shall maintain continual surveillance of the above website to remain abreast of the latest available information. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.
- (c) A shared library that contains a detailed list of various available reference documents for the offeror's information and use in connection with preparing an offer and other written

proposal information under this solicitation can be accessed from links at the website noted above.

L.39 OFFER ACCEPTANCE PERIOD

The minimum offer acceptance period is 220 days.

L.40 OFFEROR INTENTION TO SUBMIT AN OFFER

As an optional courtesy to DOE, offerors are requested to complete the following form and return via e-mail to the address below within 15 days of the official release date of the final solicitation. Failure to provide this advance notification does not preclude an offeror from submitting an offer under this solicitation.

Solicitation Number DE-RP07-03ID14516

_____ We do intend to submit an offer.

_____ We do not intend to submit an offer for the following reasons:

Name and address of firm or organization (Include Zip Code):

(Include information on significant teaming partners)

Name and Title: _____

Date: _____

E-Mail to: richarem@id.doe.gov

L.41 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

Federal Acquisition Regulations	http://www.arnet.gov/far/
Department of Energy Acquisition Regulations	http://professionals.pr.doe.gov

L.42 LIST OF ATTACHMENTS

Attachment 1 – Past Performance Reference Information Form and Questionnaire

Attachment 2 – Resume Format

Attachment 3 – Letter of Commitment

Attachment 4 – Site Tour Information

Attachment 5 – Instructions for Small Business Subcontracting Plan

Attachment 6 – Small Disadvantaged Business Participation Program Targets Form

Attachment 7 – Security Nondisclosure Statement (for facility area maps)

Attachment 8 – Work Breakdown Structure (WBS)

Attachment 9 – Key Performance Measures

Attachment 10 – Security Nondisclosure Statement (for Nuclear Materials Inventory Data)