

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

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L-1 FAR 52.215-1 INSTRUCTIONS TO OFFERORS -- 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 --

(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.
 - (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 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 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.
- (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 offeror.
 - (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.

L-2 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a performance-based management and operating cost-reimbursement contract resulting from this solicitation.

L-3 FAR 52.222-24 PREAWARD 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-4 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006) (AS MODIFIED BY DEAR 952.233-2)

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

Daniel J. Saiz
Contracting Officer
U. S. Department of Energy
National Nuclear Security Administration
Business Services Division
M&O Contract Support Section, (NA-APM-113-1)
P.O. Box 5400
Albuquerque, NM 87185-5400

Telephone: (505) 845-4024
Facsimile: (505) 845-5753
E-mail: daniel.saiz@nnsa.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 Government Accountability 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-5 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

**L-6 DEAR 952.211-70 PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY)
(APR 2008)**

Contracts or purchase orders awarded as a result of this solicitation shall be assigned a [] DO-Rating; [] DX-Rating; and certified for national defense use in accordance with the Defense Priorities and Allocations System (DPAS) regulation (15 CFR Part 700).

L-7 DEAR 952.219-70 DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000)

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist firms certified under section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protégé firms will develop and submit “lessons learned” evaluations to DOE at the conclusion of the contract. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy’s Office of Small and Disadvantaged Business Utilization.

L-8 DEAR 952.227-84 RIGHT TO REQUEST PATENT WAIVER (FEB 1998)

Offerors have the right to request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of the contract that may be awarded as a result of this solicitation, in advance of or within 30 days after the effective date of contracting. Even where such advance waiver is not requested or the request is denied, the contractor will have a continuing right under the contract to request a waiver of the rights of the United States in identified inventions, i.e., individual inventions conceived or first actually reduced to practice in performance of the contract. Domestic small businesses and domestic nonprofit organizations normally will receive the patent rights clause at DEAR 952.227-11 which permits the contractor to retain title to such inventions, except under contracts for management or operation of a Government-owned research and development facility or under contracts involving exceptional circumstances or intelligence activities. Therefore, small businesses and nonprofit organizations normally need not request a waiver. See the patent rights clause in the draft contract in this solicitation. See DOE's patent waiver regulations at 10 CFR part 784.

L-9 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (AUG 2009)

- (a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the

Department of Energy to provide it with reasonable access to the protest file pursuant to 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-10 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 48 CFR 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-11 DEAR 970.5209-1 REQUIREMENT FOR GUARANTEE OF PERFORMANCE (DEC 2000)

The successful offeror is required by other provisions of this solicitation to organize a dedicated corporate entity to carry out the work under the contract to be awarded as a result of this solicitation. The successful offeror will be required, as part of the determination of responsibility of the newly organized, dedicated corporate entity and as a condition of the award of the contract to that entity, to furnish a guarantee of that entity's performance. That guarantee of performance must be satisfactory in all respects to the Department of Energy.

L-12 PROPOSAL PREPARATION INSTRUCTIONS - GENERAL

- (a) Offerors are expected to be sufficiently knowledgeable of the missions and administrative procedures of the Sites to adequately prepare their offers and other proposal information to be submitted under this solicitation. Information relating to operational, strategic plans and technical programs is available in various documents, many of which can be accessed on the Internet at <http://www.doeal.gov/MOContracts/>
- (b) The term "offeror" as used in this Section L refers to the single legal entity submitting the offer. The work performed by the offeror shall be conducted by a legal entity separate from its parent organization(s) that will be totally responsible for all contract activities (see Section G, G-6, Performance Guarantee(s)). The entity may be a corporation, a limited liability corporation, or other legal entity and may be pre-existing or newly formed for this Contract. The separate corporate entity must be incorporated or otherwise legally established on or before the date of proposal submission.

- (c) As used in this solicitation, the term “team member” is used to generically identify any other entity identified in the offeror’s proposal as being responsible for performance of any of the work required by the contemplated Contract and is a member of a Contractor team arrangement (see FAR 9.601, Contractor Team Arrangements, Definition) formed by the offeror.
- (d) The offeror must include full, accurate, and complete information on each of its team members.
- (e) This solicitation requires offerors to submit written information and to provide an oral presentation.
- (f) No classified information shall be included in this solicitation, the offeror’s written information or the offeror’s oral presentation.
- (g) *Solicitation Questions/Comments.* Questions or comments regarding this solicitation shall be submitted using the official DOE/NNSA Website <http://www.doeal.gov/MOContracts/> homepage electronic communication feature SEB1@doeal.gov. Submission of Solicitation Questions/Comments by other means is not authorized. All questions on the RFP must be submitted no later than TBD. Questions submitted after this date may not be answered and may not be a basis for amending this Solicitation. Responses, if appropriate, will be posted to the Website.
- (h) Submission of proposals shall be by hard copy as specified below and one electronic copy. Proposals shall be structured in three separate volumes as follows:
 - (1) Volume I – The Offer - Three (3) signed originals and twenty (20) copies
 - (2) Volume II – Technical and Management Information – One (1) original and twenty (20) copies
 - (3) Volume III – Cost Information – One (1) original and twenty (20) copies
 - (4) (i) The Volumes I, II and III shall comply with the following specifications:
 - I. The offeror shall also provide a copy of the Volume I, II, and III of the proposal on a flash drive in addition to the hard copies (paper) above. Multiple files may be submitted for each Volume; however, each file must clearly identify the Volume number and the sequence to which it relates. Reference(s) to another part or section within the same Volume of the proposal may be appropriate in order to avoid duplication of detailed information. Page layout shall not utilize newsletter-style or other column style formatting.
 - II. Include the offeror’s point of contact (name and telephone number) that can assist the Contracting Officer with technical questions/problems, if any, associated with the electronic files.

III. Proposals must be clearly and concisely written, indexed (cross-indexed as appropriate) and logically assembled. All pages of each volume shall be appropriately numbered, identified with the name of the offeror, the date, the solicitation number, and a legend in accordance with the Solicitation's Section L (L-1) Provision entitled "FAR 52.215-1, Instructions to Offerors—Competitive Acquisition," paragraph (e), Restriction on Disclosure and Use of Data, as appropriate, on each page. This is the only information that can be displayed within the one-inch top, bottom, and side margins.

IV. Subcontractor and/or team member submissions of proprietary information may provide a password protected document (file) to the prime offeror and share the password with the Contracting Officer. The subcontractor and/or team member proposal must adhere to the proposal due date/time and other solicitation requirements.

(ii) Offers submitted by facsimile methods will not be accepted.

(i) **Maximum Page Limitations.** The Transmittal Letter shall be limited to one (1) page and is not considered as part of Volumes I, II, or III. There is no page limitation for the Offer (Volume I) or the Cost Information (Volume III). The Technical and Management Information (Volume II) shall not exceed 100 pages. An Executive Summary or Overview of Volume II may be provided in Volume II and shall be included in the 100 page limitation. The following are excluded from the overall page count limitation:

- (1) The Resume information (three page limitation) and letters of commitment;
- (2) The Cross Reference Matrix (Section L, Attachment D);
- (3) The Volume II associated Table of Contents, list of Figures/Glossary of Acronyms used, including a definition for each, dividers, tabs or similar inserts that do not provide any substantive information; and
- (4) Corporate Experience and Past Performance Information Forms.

Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.

(j) **Page Formatting and Restrictions.** The following page formatting and restrictions shall apply:

- (1) Page size shall be 8.5 x 11 inches, not including foldouts. Page margins shall be a minimum of one inch at the top, bottom, and each side. Pages shall be numerically numbered sequentially by volume (e.g. Volume I – 1, Volume I –2, Volume I – 3). For the Volume II Table of Contents and list of Figures/Glossary of Acronyms, the page(s) shall use the following number style: Volume II - i, Volume II - ii, Volume II - iii, etc. Volumes I, II, and III text shall be prepared using Microsoft (MS) Word (version 97 or

higher) using a minimum 12 font size and Times New Roman font style. Print type used in graphs, figures, charts, and tables may be smaller than size 12, but must be clearly legible. To facilitate the Source Evaluation Board's (SEB's) search for key words during proposal evaluation, offerors should format tables, diagrams, charts and/or other graphic illustrations so that the Microsoft Word "Find" function can be used. Inserts that are predominantly artistic illustrations or pictures and do not contain a significant amount of narrative, are excluded from this request. When both sides of a sheet display printed material, they will be counted as two (2) pages.

- (2) Foldouts of charts, tables, diagrams, or drawings shall not exceed 11 x 17 inches, if used. Foldout pages shall fold entirely within the volume and each side (front or back) of a foldout is considered two (2) pages for purposes of determining the number of pages. When both sides (front and back) of a foldout display contain printed material, they will be counted as four (4) pages. Page margins for the foldouts shall be a minimum of one inch at the top, bottom, and each side. Foldouts may only be used for large tables, charts, graphs, diagrams, and other schematics, and not for pages of text.
- (3) Information in Volume II will only be read and evaluated to the limitation of 100 pages. Page counting will begin with the first page and continue up to the page limitation. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference (including any information in Volume I or III) as a means to circumvent the page limitations identified in Section L, L-12(i) or for any other reason.

L-13 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I, THE OFFER

Volume I, The Offer, consists of the offer to enter into a Contract to perform the desired work and includes the items identified in the following paragraphs in the order listed. The information included in Volume I will not be evaluated for purposes of selection, but will be used to determine an offeror's responsiveness to the request for proposal. Responsiveness will be determined by the Contracting Officer. Failure to include information required in Volume I may result in a proposal being considered nonresponsive.

- (a) The offeror shall provide the administrative information, as required by the Solicitation's Section L Provision entitled "FAR 52.215-1, Instructions to offerors – Competitive Acquisition," paragraph (c)(2), as the first page of Volume I.
- (b) The offeror shall submit a fully completed and executed Standard Form (SF) 33. Section A of this solicitation contains an SF 33 for the Contract to be awarded under this solicitation. Offerors must submit three original signed copies of the SF 33 document, which are fully compliant with the requirements of this solicitation provision.
 - (1) The person signing the SF 33s must have the authority to commit the offeror to all of the terms and conditions of the resulting Contract (See Section L, L-20, Content of Resulting Contract), fully recognizing that the Government intends to make an award without discussions. Whenever the words "Solicitation No. DE-SOL-0001458" "Request For Proposal No. DE-SOL-0001458," or "RFP No. DE-SOL-0001458"

appear in the Contract resulting from this solicitation, they shall be deemed to read “Contract No. [insert contract number]” in the signed Contract for the management and operation of Y-12 and Pantex, with an option for SRTO.

- (2) In Block 14 of all SF 33s, the offeror must acknowledge receipt of all amendments to the Solicitation’s Section L Provision entitled “FAR 52.215-1, Instructions to Offerors – Competitive Acquisition.”
 - (3) By signing and submitting the SF 33s, the offeror commits to accept the resulting Contract (See Section L, L-20, Content of Resulting Contract) as written and to comply with the other provisions of the solicitation. Any exceptions or deviations by the offeror to the terms and conditions stated in this solicitation for inclusion in the resulting Contract may make the offer unacceptable for award without discussions.
- (c) The offeror shall submit fully completed Section K, Representations, Certifications, and Other Statements of Offerors. The parent organization of each member of a Contractor team arrangement (parent organization), if proposed, must separately complete, sign, and submit the Section K, Representations, Certifications, and Other Statements of Offerors.
 - (d) The offeror shall submit a fully completed and executed Performance Guarantee Agreement(s) (see Section G, G-6, Performance Guarantee(s)). Section L, Attachment A, Performance Guarantee Agreement, contains the minimum acceptable Performance Guarantee Agreement conditions acceptable to DOE/NNSA. This Agreement will become part of the resulting Contract at Section J, Appendix E, Performance Guarantee Agreement(s). The offeror shall submit the last three annual reports for the parent organization(s) providing the Performance Guarantee Agreement(s).
 - (e) The offeror shall submit a Small Business Subcontracting Plan for Government Fiscal Year 2013, which contains all the elements required by the Contract’s Section I Clause entitled “FAR 52.219-9, Small Business Subcontracting Plan.” Section L, Attachment C, Instructions for Small Business Subcontracting Plan, provides a model Subcontracting Plan outline and instructions for preparing the Subcontracting Plan. The Contracting Officer, prior to Contract award, must approve the Small Business Subcontracting Plan which will become part of the Contract at Section J, Appendix K, Small Business Subcontracting Plan. Annual plans for future fiscal years shall be incorporated into the Contract by a separate supplemental agreement Contract modification.
 - (f) Section J, Appendix A, Statement of Work requires the Contractor to support some Contract activities that are unusually hazardous or associated with nuclear risks that are not covered by Price-Anderson Act Amendments. If the offeror is requesting indemnification associated with unusually hazardous or nuclear risks, the offeror shall submit a request for indemnification and shall provide the associated supporting information pursuant to FAR 50.104-3, Indemnification Requests, incorporated herein by reference. Such request for indemnification will be processed by the Contracting Officer pursuant to DOE policy and procedures. The Contract’s Section I Clause entitled “FAR 52.250-1, Indemnification Under

Public Law 85-804,” becomes applicable when the offeror/Contractor submits an acceptable request for indemnification and receives approval from the Secretary of Energy.

L-14 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II, TECHNICAL AND MANAGEMENT INFORMATION

The offeror shall provide the following information for the Volume II portion of the proposal. The proposal shall be arranged in two separate and severable sections for CLIN 0001 and CLIN 0002 as described below. Additionally, do not combine information for CLIN 0001 and CLIN 0002 on Corporate Experience, Past Performance Information, and Key Personnel Forms. Failure to propose both sections in Volume II may result in a proposal being considered nonresponsive. Responsiveness will be determined by the Contracting Officer.

[Note: The offeror shall assume the Government exercises the SRTO option at the end of the first year of the Contract and has exercised all three Term options so that the total period of performance for the Base Term and available Option Terms is ten years beginning upon the start of the Base Term.]

CLIN 0001 Section of Proposal:

(a) Criterion A. Key Personnel and Orals

(1) Written:

- (i) The offeror shall propose Key Personnel it considers to be essential to the successful accomplishment of the work being performed under the Contract including high-hazard and special nuclear material facility operations and project management experience (for the SRTO option key personnel would be recommended at the exercise of the option and not in this proposal). It is recognized that the number and functions of Key Personnel will be dependent on the organizational structure proposed by the offeror. The offeror shall provide written resumes for each of the Key Personnel. The proposed Key Personnel resumes shall address the elements described in Section L, L-14(a)(1)(ii). By submission of resume, the Key Person and offeror authorize DOE/NNSA to contact any references and previous employers to verify accuracy of information provided in the resume. The Offeror shall submit a signed and dated Letter of Commitment for each proposed key personnel that indicates their intention to accept employment at an agreed-upon salary and benefits package, to relocate to TBD, and remain in their proposed position for at least two years. Proposed Key Personnel must be United States citizens, and have current DOE “Q” clearances or be eligible to receive such a clearance.

(ii) *KEY PERSONNEL RESUME ELEMENTS:*

1.	Name of Offeror:
2.	Name of Key Person:

3.	Proposed Position:
4.	Duties and Responsibilities in Proposed Position including elements of SOW assigned:
5.	Chronological Work History: Start with current position and work backwards. A. Name and Address of Firm: B. Position(s) Held: C. Dates of Employment: D. General Summary: The resume should address the candidate's relevant experience and demonstrated performance including accomplishments. For CLIN 0001 only: the candidate's qualifications should emphasize their leadership positions in managing programs of the size, scope and complexity for the position proposed to include improving mission performance, merging operations, reducing costs and leading an integrated enterprise. For CLIN 0002 only: the candidate's qualifications should emphasize their capability of leading and/or managing projects of similar size, scope, and complexity and meeting cost and schedule baselines. E. Name, Title, Phone Number, and Email of Supervisor
6.	Education: List degree(s); discipline(s); year(s); and institution(s).
7.	Citizenship:
8.	Level of Security Clearance (if any)
9.	References: Name, title, address, current telephone number, e-mail. The proposed key personnel should list three references.
Signature of Key Person:	
By submission of this information, the Key Person and Offeror authorize DOE/NNSA to contact references and previous employers provided to verify accuracy.	

- (iii) The offeror shall complete and submit Section L, Attachment B with all of the names and titles of the proposed Key Personnel. This will be incorporated into the resulting Contract at Section J, Appendix J, Key Personnel. Commitment letters and resume information provided in accordance with paragraph (ii) above are (1) to be included as a separate Appendix to Volume II and (2) are excluded from the Volume II page count limitation. Each resume shall be limited to 3 pages.

(2) Oral Presentation:

- (i) General. The Source Evaluation Board (SEB) will conduct an oral presentation session with the offeror's Key Personnel who shall respond to problems representative of the activities required under CLIN 0001. The same set of problems will be asked of all offerors.
- (ii) Procedures. The SEB will evaluate the oral presentation information against the criteria specified in Section M, Technical and Management Evaluation Criteria, Criterion A, Key Personnel and Orals. The oral presentation will not constitute a part of the offer in Volume I, and it is not the Government's intent to incorporate any portion of the oral presentation into the Contract resulting from this solicitation.

- (iii) Schedule. DOE/NNSA will schedule the oral presentations based on a drawing of lots and will notify each offeror within five working days after the proposal submission deadline of the date, time, schedule, location, and other instructions related to its oral presentation. The oral presentation will commence within approximately twenty to thirty working days thereafter. DOE/NNSA reserves the right to conduct the oral presentations prior to this timeline or reschedule an offeror's presentation. DOE/NNSA will not consider a request from an offeror to reschedule its presentation, except under extenuating circumstances, e.g., sickness or emergency.
- (iv) Location. Oral presentations will be held at TBD in Albuquerque, New Mexico.
- (v) Oral Presentation Format
 - (A) Presenters. All of the offeror's proposed Key Personnel shall participate and present during the oral presentation. The offeror shall determine which Key Personnel should present the response to each problem provided by the SEB. The offeror may also include participation and presentation by a reasonable number of its parent organization's officials.
 - (B) Content of Oral Presentation. Oral presentations will involve but not be limited to technical/managerial problems relevant to CLIN 0001; but, evaluation of oral presentations will only be evaluated and assessed under Section M, M-5, CLIN 0001 Technical and Management Evaluation Criteria, Criterion A, Key Personnel and Orals.
 - (C) Presentation Materials/Equipment. The DOE/NNSA will provide timing devices, flip-charts, easels, writing tablets, and index cards for the offeror's use during the oral presentation. All presentation materials will be retained by DOE/NNSA. The Offeror shall not bring in any presentation or reference material including the written proposal or electronic equipment (e.g., Blackberry, cell phones, PDAs, laptops and/or computers).
 - (D) Video Recording. DOE/NNSA will make a video recording of the oral presentation, including the offeror's preparations for the oral presentation. A copy of the video recording will be provided to the offeror.
 - (E) Exchanges With Offerors. Clarification questions from the SEB during the oral presentations will only be asked if needed to provide immediate information that cannot wait until the presentation is concluded (e.g., unfamiliar words or terms, or to request that the speaker repeat something that was not heard clearly). At the conclusion of each oral presentation, the offeror may be asked clarification questions to facilitate the SEB's understanding of the oral presentation. These clarification questions between the offeror and the SEB are not discussions, as that term is defined in "FAR 15.306(d), Exchanges with Offerors after Receipt of Proposals" and the offeror will not be allowed to revise

its oral presentation or written information as a result of these clarification questions. Nor will these clarification questions obligate DOE/NNSA to establish a competitive range and hold discussions with the offeror.

- (F) Offeror's Closing Statement. After the conclusion of oral presentations, the offeror will be allowed to make a closing statement to the SEB. The purpose of the Closing Statement is only to summarize the oral information presented (i.e., no summary or elaboration of the written proposal).

(b) Criterion B. Management Approach and Cost Savings

The offeror shall describe its:

- (1) Approach to merging the operations at three geographically dispersed sites while meeting mission deliverables.
- (2) Organizational structure(s) to merge the operations and manage the long term mission performance to include organization chart(s) detailed to at least one level below the Key Personnel.
- (3) Lines of authority and accountability, including parent organization, to manage information and work flows across geographically dispersed sites.
- (4) Approach to risk management while merging and operating, to include a description of potential risks and mitigation of those risks.
- (5) Approach to utilize small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, or women-owned small business concerns including the extent to which they will participate and the work they will perform as a team member.
- (6) Total Estimated Cost Savings expected under this Contract to include:
 - (i) The table at Section L, Attachment E;
 - (ii) A detailed description of the approach used to calculate the contract savings that the offeror promises to achieve from cost efficiencies; and
 - (iii) A description of how proposed cost savings will be sustained and validated over the life of the Contract.

(c) Criterion C. Corporate Experience

The offeror shall describe its corporate experience for past and current Contracts that are relevant to the M&O effort in this solicitation utilizing the form at Section L, Attachment F,

Corporate Experience and Past Performance Information Form. The offeror will be considered to have relevant experience if it (including its team members) can demonstrate experience performing contracts of the similar size, complexity, and risk as this solicitation involving work in the following areas:

- (1) Operating high hazard nuclear, biological, or chemical facilities either in a commercial or noncommercial environment or manufacturing major weapon systems;
- (2) Project management and integration of projects associated with general plant infrastructure, high hazard nuclear, biological, or chemical facilities;
- (3) Carrying out the integration of two or more geographically dispersed production facilities through consolidation or merger that resulted in significant cost efficiencies;
- (4) Reducing the cost of performing work; and
- (5) Supporting operations as an interdependent, integrated enterprise.

Describe no more than three contracts for each proposed team member for the work experience cited for CLIN 0001. (For example, a prime Contractor with two subcontractors shall describe no more than 9 contracts. Two teaming partners and two subcontractors shall describe no more than 12 contracts.) Contracts listed may include federal, state, and local Government and commercial customers. The experience cited must be within the last five (5) years and in place for at least nine months.

(d) Criterion D. Past Performance

The offeror's past performance information within the last five (5) years will be extracted from the offeror's completed Section L, Attachment F, Corporate Experience and Past Performance Information Form. "Offeror" includes, in the case of a "Contractor team arrangement" (as defined in FAR 9.601) the members of the offeror's team, and the parent organization(s) that has/have signed the Performance Guarantee Agreement(s). Since the offeror is required by other provisions of this solicitation to form a corporation for performance of the Contract, and since the new corporation will have no past performance in the corporation's name, the corporation shall submit past performance information relating to its team members.

(1) Information Required by Government to Distribute Past Performance Questionnaire

For CLIN 0001, offerors are requested to submit Items 1 through 11b of Section L, Attachment F, Corporate Experience and Past Performance Information Form, thirty (30) calendar days prior to the date for receipt of proposals in order to allow the Government to contact the technical and/or contracting point of contact. The offeror shall advise these individuals prior to submittal of this advance information that the Government may be contacting them in order to complete a Past Performance

Questionnaire. It is to the offeror's benefit to ensure the participation of these points of contact.

- (2) For CLIN 0001, the offeror shall also provide, for each team member, a list of all contracts terminated for any reason (partially or completely) within the five years preceding the RFP issuance date, including dollar amount of contract, party contracted with, brief description of the work, reason for termination, and name and telephone number of the contracting official for the Contract. If no contract was terminated, for any member of the offeror's team, a statement to that effect is required.

CLIN 0002 Section of Proposal:

(e) Criterion A. Project Management Approach

The offeror shall provide an approach to CLIN 0002 that meets the objectives as described in the Statement of Work (Section J, Appendix A, Chapter II, 1.1.3(iii)(G)). The information contained in the offeror's approach submitted in its proposal shall be considered the basis for development of the Project Execution Plan, as described in DOE O 413.3B, during contract performance. The approach shall describe:

- (1) The organizational structure to support the project, and how that would be integrated with the M&O organizational structure proposed for CLIN 0001, Criterion B;
- (2) The management and oversight of design, construction (title III services), test and check out, integration with ongoing operations, and transition to operations;
- (3) Risks associated with the execution of the UPF and the proposed mitigation measures to avoid or minimize those risks; and
- (4) How the offeror will shift performance risk of cost, schedule, and quality from the Government to the Contractor through effective incentive structures.

(f) Criterion B. Corporate Experience

The offeror shall describe its corporate experience for past and current Contracts that are relevant to CLIN 0002 of this solicitation utilizing the form at Section L, Attachment F, Corporate Experience and Past Performance Information Form. The offeror will be considered to have relevant experience if it (including its team members) can demonstrate experience performing contracts of the similar size, complexity, and risk as this solicitation involving work in the following areas:

- (1) Project management, to include construction, of large, highly complex projects associated with high hazard nuclear, biological, or chemical facilities;
- (2) Integration of major systems acquisitions with on-going operations; and

(3) Performance against cost and schedule baselines.

Describe no more than three contracts for each proposed team member for the work experience cited for CLIN 0002. (For example, a prime Contractor with two subcontractors shall describe no more than 9 contracts. Two teaming partners and two subcontractors shall describe no more than 12 contracts.) Contracts listed may include federal, state, and local Government and commercial customers. The experience cited must be within the last five (5) years and in place for at least nine months.

(g) Criterion C. Past Performance

The offeror's past performance information within the last five (5) years will be extracted from the offeror's completed Section L, Attachment F, Corporate Experience and Past Performance Information Form. "Offeror" includes, in the case of a "Contractor team arrangement" (as defined in FAR 9.601) the members of the offeror's team, and the parent organization(s) that has/have signed the Performance Guarantee Agreement(s). Since the offeror is required by other provisions of this solicitation to form a corporation for performance of the Contract, and since the new corporation will have no past performance in the corporation's name, the corporation shall submit past performance information relating to its team members.

(1) Information Required by Government to Distribute Past Performance Questionnaire

For CLIN 0002, offerors are requested to submit Items 1 through 11b of Section L, Attachment F, Corporate Experience and Past Performance Information Form, thirty (30) calendar days prior to the date for receipt of proposals in order to allow the Government to contact the technical and/or contracting point of contact. The offeror shall advise these individuals prior to submittal of this advance information that the Government may be contacting them in order to complete a Past Performance Questionnaire. It is to the offeror's benefit to ensure the participation of these points of contact.

(2) For CLIN 0002, the offeror shall also provide, for each team member, a list of all contracts terminated for any reason (partially or completely) within the five years preceding the RFP issuance date, including dollar amount of contract, party contracted with, brief description of the work, reason for termination, and name and telephone number of the contracting official for the Contract. If no contract was terminated, for any member of the offeror's team, a statement to that effect is required.

(h) Criterion D. Key Personnel

The offeror shall propose Key Personnel it considers to be essential to the successful accomplishment of the work being performed under the Contract including leading and/or managing projects of similar size, scope, and complexity and meeting cost and schedule baselines. It is recognized that the number and functions of Key Personnel will be dependent on the organizational structure proposed by the offeror. If proposals contain more than one

name for any key position, only the resume presented for the first named individual will be evaluated. The offeror shall provide written resumes for each of the Key Personnel. The proposed Key Personnel resumes shall address the elements described in Section L, L-14(a)(1)(ii). By submission of resume, the Key Person and offeror authorize DOE/NNSA to contact any references and previous employers to verify accuracy of information provided in the resume. The Offeror shall submit a signed and dated Letter of Commitment for each proposed key personnel that indicates their intention to accept employment at an agreed-upon salary and benefits package, to relocate to TBD, and remain in their proposed position for at least two years. Proposed Key Personnel must be United States citizens, and have current DOE "Q" clearances or be eligible to receive such a clearance.

(i) Cross Reference Matrix

A cross reference matrix is located at Section L, Attachment D, Cross Reference Matrix. This matrix will provide a roadmap for the Technical and Management Evaluation Criteria between Section L, Section M, and the offeror's proposal. The offeror shall complete the "proposal" column of this matrix with the proposal page and paragraph number where information is located as determined by the offeror. This matrix is for informational purposes to assist the SEB in locating information in the proposal and will not be evaluated.

L-15 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III, COST INFORMATION

The offeror shall provide the following information for the Volume III portion of the proposal. The proposal shall be arranged in two separate and severable sections for CLIN 0001 and CLIN 0002 as described below. Failure to propose both sections in Volume III may result in a proposal being considered nonresponsive. Responsiveness will be determined by the Contracting Officer.

CLIN 0001 Section of Proposal:

(a) The offeror shall provide the following written information for the evaluation of Volume III, Cost Information. Given the nature of DOE/NNSA's budget-based M&O Contracts, offerors will not be required to provide, nor will the Government determine, an overall estimated total value for CLIN 0001 for evaluation.

(b) Fee

Definitions:

Total Available Fee = Fixed Fee + Performance Incentive Fee

Maximum Available Fee = Total Available Fee + Cost Savings Incentive Fee

(1) The midpoint of the total available fee range (fixed + performance incentive fee) is in column (5) below.

(2) The offeror shall complete columns (3), (4), (5), (6), and (7) for the Base and Option Terms in Table 1 and Table 2 below as follows:

- (i) Columns (2), (3), and (4): In the tables below (Columns (3) and (4)) the Government's fixed distribution of Total Available Fee between Fixed Fee and Performance Incentive Fee is provided. The offeror's proposed Total Available Fee in column (5) must be distributed using these percentages. An offeror shall propose the amount of Total Available Fee it deems reasonable in column (5), within the range in column (2).
- (ii) Column (6): The amount of proposed Cost Savings Incentive Fee Cap must be equal or less than the amount in column (5).
- (iii) Column (7): The amount of proposed Maximum Available Fee shall be the sum of the amounts in columns (5) and (6).
- (3) The completed tables shall be included in the offeror's Volume III Cost Information, CLIN 0001 Section of Proposal. If the offeror proposes a teaming arrangement with a subcontractor or small business concern as a team member, the offeror's proposed Total Available Fee shall be proposed in accordance with the restrictions of Section B, B-3. The offeror's proposed Maximum Available Fee proposed below shall be incorporated in Section B of the resulting Contract.

Table 1. PX and Y-12

(1) Year	(2) DOE/NNSA Total Available Fee Range (FF + PIF)	(3) DOE/NNSA Fixed Fee (FF) as Percent of Proposed Total Available Fee	(4) DOE/NNSA Performance Incentive Fee (PIF) as Percent of Proposed Total Available Fee	(5) Proposed Total Available Fee (FF + PIF)	(6) Proposed Cost Savings Incentive Fee (CSIF) Cap	(7) Proposed Maximum Available Fee Column 5 + Column 6
1	\$17,341,000-\$46,242,000	75%	25%		This column must = or < column (5)	
2	\$17,255,000-\$46,015,000	50%	50%			
3	\$17,568,000-\$46,848,000	25%	75%			
4	\$18,251,000-\$48,688,000	0%	100%			
5	\$18,804,000-\$50,144,000	0%	100%			
6	\$19,575,000-\$52,200,000	0%	100%			
7	\$20,377,000-\$54,340,000	0%	100%			
8	\$21,213,000-\$56,568,000	0%	100%			
9	\$22,083,000-\$58,887,000	0%	100%			
10	\$22,988,000-\$61,301,000	0%	100%			

Table 2. PX, Y-12, and SRTO (assume SRTO option exercised at end of year one)

(1) Year	(2) DOE/NNSA Total Available Fee Range (FF + PIF)	(3) DOE/NNSA Fixed Fee (FF) as Percent of Proposed Total Available Fee	(4) DOE/NNSA Performance Incentive Fee (PIF) as Percent of Proposed Total Available Fee	(5) Proposed Total Available Fee (FF + PIF)	(6) Proposed Cost Savings Incentive Fee (CSIF) Cap	(7) Proposed Maximum Available Fee Column 5 + Column 6
1	\$17,341,000-\$46,242,000	75%	25%		This column must = or < column (5)	
2	\$18,350,000-\$51,715,000	50%	50%			
3	\$18,852,000-\$53,129,000	25%	75%			
4	\$19,517,000-\$55,033,000	0%	100%			
5	\$20,160,000-\$56,814,000	0%	100%			
6	\$20,747,000-\$58,468,000	0%	100%			
7	\$21,597,000-\$60,865,000	0%	100%			
8	\$22,483,000-\$63,361,000	0%	100%			
9	\$23,405,000-\$65,958,000	0%	100%			
10	\$24,364,000-\$68,663,000	0%	100%			

CLIN 0002 Section of Proposal

- (c) The offeror shall provide the following written information for the evaluation of Volume III, Cost Information, CLIN 0002 Section of Proposal. Offerors will not be required to provide, nor will the Government determine, an overall estimated total value for CLIN 0002 for evaluation. The offeror's proposed Maximum Available UPF Fee proposed below shall be incorporated in Section B of the resulting Contract. The maximum available UPF fee proposed shall be a total of combined fees described in the offeror's fee structure in the project management approach. If the offeror proposes a teaming arrangement with a subcontractor or small business concern as a team member, the offeror's proposed Total Maximum Available UPF Fee shall be proposed in accordance with the restrictions of Section B, B-3. The offeror shall complete column 2 of table 3 below:

Table 3. UPF

(1) Year	(2) Maximum Available UPF Fee %
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

L-16 TIME, DATE, AND PLACE OFFERS AND PROPOSAL INFORMATION ARE DUE

- (a) All Offers and Proposal Information are due at the time (MST) and date identified on the Standard Form (SF) 33 “Solicitation, Offer and Award” (Section A, Block 9). (CAUTION: See the Solicitation’s Section L Provision entitled “FAR 52.215-1, Instructions to Offerors – Competitive Acquisition” describing treatment of late submissions, modifications, and withdrawals of proposals.)
- (b) Mailed written Offers and Proposal Information shall be marked as follows:

FROM: _____

MAIL TO:

Daniel J. Saiz
Contracting Officer
U. S. Department of Energy
National Nuclear Security Administration
Business Services Division
M&O Contract Support Section, (NA-APM-113-1)
P.O. Box 5400
Albuquerque, NM 87185-5400

Telephone: (505) 845-4024
Facsimile: (505) 845-5753
E-mail: daniel.saiz@nnsa.doe.gov

MARKED WITH:

SOLICITATION NO. DE-SOL-0001458
To be opened by addressee only.

If the offeror elects to forward the Offer and the Proposal Information by means other than the U.S. Mail, it assumes the full responsibility of insuring that the Offer is received at the place and by the date and time specified in this solicitation.

- (c) Hand Carried Offers and Proposal Information shall be marked as follows:

FROM: _____

HAND CARRY TO:

Daniel J. Saiz
Contracting Officer
U. S. Department of Energy
National Nuclear Security Administration
Business Services Division
M&O Contract Support Section, (NA-APM-113-1)
Building 20388
Albuquerque, NM 87185-5400

MARKED WITH:

SOLICITATION NO. DE-SOL-0001458
To be opened by addressee only.

It may not be possible to hand carry the package(s) outside of the hours 7:30 a.m. to 4:00 p.m. MST on Federal workdays. Delivery to any other location than that specified herein is unacceptable. Furthermore, offerors are hereby notified that the DOE/NNSA Albuquerque is located on Kirtland Air Force Base (KAFB) whereby access to KAFB is subject to the requirements of the U.S. Air Force. Offerors are therefore encouraged to submit their written Offer via the U.S. Mail.

(d) Express Mail written Offers and Proposal Information shall be marked as follows:

FROM: _____

TO:

U. S. Department of Energy
National Nuclear Security Administration
Business Services Division
Texas and H Streets (Building 20388)
Kirtland Air Force Base (East)
Albuquerque, NM 87116
ATTN: Daniel J. Saiz

MARKED WITH:

SOLICITATION NO. DE-SOL-0001458
To be opened by addressee only.

L-17 OFFER ACCEPTANCE PERIOD

The minimum offer acceptance period is 240 calendar days after the required date for receipt of Offers. Block 12 of the Standard Form 33 “Solicitation, Offer, and Award” (Section A) does not apply.

L-18 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED)

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

L-19 NUMBER OF CONTRACT AWARDS RESULTING FROM THIS SOLICITATION

One Contract award will result from this solicitation.

L-20 CONTENT OF RESULTING CONTRACT

Any Contract awarded as a result of this solicitation will contain Part I -- The Schedule, Part II -- Contract Clauses, Part III, Section J -- List of Documents, Exhibits and Other Attachments, and Part IV, Section K – Representations, Certifications, and Other Statements of Offerors. The Contract awarded will be published in its entirety via the DOE/NNSA Website.

L-21 ALTERNATE OFFERS

Alternate offers are not solicited and will not be evaluated.

L-22 FALSE STATEMENTS

Offers and Proposal Information 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-23 EXPENSES RELATED TO OFFER AND OTHER WRITTEN AND ORAL INFORMATION

This solicitation does not commit the Government to pay any costs incurred in the submission of any offer and other written and oral information, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L-24 ELECTRONIC MEDIA

- (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 and will be the sole method used for distributing the solicitation and amendments thereto to the public. The solicitation, any amendments and various available reference documents will be posted on the DOE/NNSA Website at: <http://www.doeal.gov/MOContracts/>

- (b) This electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE/NNSA regarding this solicitation will be posted through this medium. Offerors and all other interested parties will need to maintain continual surveillance of the Website to remain abreast of the latest available information; thus, offerors and other interested parties are encouraged to utilize the Website's "Subscription" feature.
- (c) The DOE/NNSA Website will contain various available reference documents and links to other organizational Websites of interest for the offeror's information and use in connection with preparing a proposal under this solicitation. Offerors are cautioned that the information, reference documents and organizational Websites contained in the URL address are not intended to be all-inclusive. Offerors are strongly urged to perform their own additional research using these and other available sources.
- (d) No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

L-25 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 acquisition. Any other commitment, either explicit or implied, is invalid.

L-26 RESPONSIBLE PROSPECTIVE CONTRACTORS

- (a) The general and additional minimum standards for responsible prospective Contractors set forth at 48 CFR 9.1 and 48 CFR 909.1 apply.
- (b) DOE/NNSA may conduct preaward surveys in accordance with 48 CFR 9.106 and may solicit from available sources, relevant information concerning the offeror's record of past performance, and use such information in making determinations of prospective offeror responsibility.

L-27 DISPOSITION OF OFFERS AND PROPOSAL INFORMATION

Offers and Proposal Information will not be returned (except for timely withdrawals).

L-28 RESTRICTIONS ON OFFEROR CONTACTS WITH EMPLOYEES OF PREDECESSOR CONTRACTOR

Contacts with employees regarding future employment are permitted; however, such contacts and interviews must take place outside the normal working hours of such employees and at off-site locations. No on-site contacts of any kind with employees of the current incumbent Contractor are permitted related to this solicitation until Contract award.

L-29 INSTRUCTIONS FOR SUBMITTING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (FEB 2010)

- (a) The offeror (and subcontractors) shall submit FOCI information in accordance with the Contract's Section K Provision entitled "DEAR 952.204-73, Facility Clearance," using the Department of Energy (DOE) Electronic FOCI (eFOCI) submission system located at <https://foci.td.anl.gov/>.
- (b) New users to the eFOCI system will request initial access to the eFOCI system prior to submitting the FOCI information for this solicitation. Offerors should select 'DOE/NNSA Service Center Procurement' as the FOCI Office that will review the FOCI Submission. Offerors are encouraged to electronically transmit FOCI information by the deadline for proposal submission. All required eFOCI documents should be printed, signed and scanned into the e-FOCI system. Specific problems maneuvering through the fields within the eFOCI system can be clarified by contacting the eFOCI help desk at (630) 252-6566 or fociserver@anl.gov.
- (c) The signed SF 328, 'Certificate Pertaining to Foreign Interests', executed in accordance with the instructions on the certification section of the SF 328, shall be submitted to the Contracting Officer electronically. The SF 328 is required for first time submissions, 5 year updates or any time there are changes to the SF 328.
- (d) Department of Defense (DOD) assigned commercial and government entity (CAGE) code that can verify an active facility clearance/positive FOCI determination existing with DOD is acceptable in lieu of the SF 328.

A DOD Facility Clearance at the level of "Top Secret/TS" is equivalent to a "Q" clearance in DOE; a DOD Facility Clearance at the level of "Secret/(S)" is equivalent to an "L" clearance in DOE.

If the offeror(s) has an active DOD Facility Clearance at the "Secret" level and the DOE solicitation requires a "Q"(S/RD), offeror shall submit FOCI information through the eFOCI system.

- (e) If the company has an active DOE facility clearance and is in compliance with regulations, a resubmission is not required.

L-30 NON-FEDERAL PERSONNEL SUPPORT

Offerors are advised that DOE/NNSA Contractor personnel, specifically Navigant Consulting Inc. (NCI), may assist the Government during the Government's evaluation of proposals. These persons shall be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to provide specific technical advice on specialized matters or on particular problems. These individuals will be required to protect the confidentiality of any specifically identified trade secrets and/or privileged or confidential commercial or financial information obtained as a result of their participation in this evaluation. They shall be expressly

prohibited from scoring, ranking, or recommending the selection of a source. Thus, in accordance with FAR 9.505-4(b), NCI will enter into separate agreements with offerors to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than for which it was furnished.

L-31 CENTRAL CONTRACTOR REGISTRATION REQUIREMENTS

The offeror’s attention is directed to the Contract’s Section I Clause entitled “FAR 52.204-7, Central Contractor Registration (CCR).” FAR 52.204-7 states in part:

“(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.”

“(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror.”

“(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.”

L-32 OFFEROR INTENTION TO SUBMIT AN OFFER

Complete the following and return VIA E-MAIL to the address below no later than close of business TBD.

Solicitation Number DE-SOL-0001458

____ We do intend to submit an offer.

Name and Address of Firm or Organization (Include Zip Code):

(Include information on significant teaming partners and/or major subcontractors)

Typed or Printed Name and Title: _____

Date: _____

E-Mail To: SEB1@doeal.gov
ATTN: Daniel J. Saiz

L-33 PLANT TOURS AND BRIEFINGS

Site tours to provide information regarding the mission and programs of the sites are **tentatively** planned to be held on TBD at the Y-12 National Security Complex, on TBD at the Pantex Plant, and on TBD at the Savannah River Tritium Operations for those individuals without a DOE Q clearance. There will be a general site briefing and a windshield tour of the sites. A maximum of four individuals will be allowed from each company. On the same day, a classified tour will be conducted in the secured areas of the sites for two of the four company members with validated Q or an equivalent clearance. Security requirements for each site shall be met before access is granted to the sites or the tours. Only individuals representing offerors who have submitted the offeror intent form identified at Section L, L-32, Offeror Intention to Submit an Offer may attend the briefings and tours.

To allow time for security clearance and other administrative processing, please provide the requested information for the tours and briefings as soon as possible, but no later than 10 working days prior to the visit. Instructions shall be provided 15 days prior to the visit at each site.

Only those individuals with a proper security clearance will be allowed to attend the classified tours. Individuals from a DOE non-weapons facility having a DOE Q or equivalent clearance must provide a DOE F 5631.20 ,”Request for Visit or Access Approval,” to DOE/HQ, stating you need access to Sigma 3. Individuals who have a proper Department of Defense certification for "Authorized Access to Critical Nuclear Weapons Design Information (CNWDI)" in accordance with DOE Directive 5210.2, must provide a DOE F 5631.20 "Request for Visit or Access Approval," to DOE/HQ, stating their need for access to Sigma 3.

Information required for the Unclassified Tours and Briefings:

Full name (no nicknames): _____

Organization: _____

Phone Number: _____

U.S. Citizenship Required

Information required for the Classified Tours:

Full name (no nicknames): _____
Organization: _____
Tour Date and Location: _____
Phone Number: _____
U.S. Citizenship Required
Properly Completed DOE Form 5631.20
Date of Birth: _____
Clearance Level: _____
Clearance Number: _____
Badge Number: _____
Date Clearance Granted: _____
Where clearance is maintained: _____
Social Security Number: _____

L-34 LIST OF ATTACHMENTS TO SECTION L

<u>Attachment</u>	<u>Title</u>
A	Performance Guarantee Agreement
B	Listing of Key Personnel
C	Instructions for Small Business Subcontracting Plan
D	Cross Reference Matrix
E	Timeline of Projected Cost Savings
F	Corporate Experience & Past Performance Information Form

SECTION L

ATTACHMENT A

PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract [insert Contract number] for the management and operation of the Y-12 National Security Complex and Pantex Plant (the "Contract") dated _____, by and between the Government and _____ (Contractor), the undersigned, _____ (Guarantor), a corporation incorporated in the State of _____ with its principal place of business at _____ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all 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 Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be

required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

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

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

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

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

_____.

NAME OF CORPORATION

NAME AND POSITION OF OFFICIAL
EXECUTING PERFORMANCE
GUARANTEE AGREEMENT ON
BEHALF OF GUARANTOR

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

SECTION L

ATTACHMENT C

INSTRUCTIONS FOR SMALL BUSINESS SUBCONTRACTING PLAN

FAR 19.708(b) prescribes the use of the Contract's Section I Clause entitled "FAR 52.219-9, Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may cause a delay in plan review and approval. The use of this model is not intended to waive other requirements that may be applicable under the Contract's Section I Clause entitled "FAR 52.219-9, Small Business Subcontracting Plan." "Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the Contract or subcontract.

MODEL SUBCONTRACTING PLAN OUTLINE

Contractor:

Address:

Solicitation Number: DE-SOL-0001458

Item/Service: Management and Operation of the Y-12 National Security Complex and Pantex Plant and associated activities

Amount of Contract for Fiscal Year 2012: Estimated \$

Period of Contract Performance:

Type of Plan (Check One)

_____ Individual Plan (All elements developed specifically for this Contract and applicable for the full term of this Contract.)

_____ Master Plan (Goals developed for this Contract; all other elements standard; must be renewed every three years.) (See FAR 52.219-9(f)(1)-(3)).

_____ Commercial Plan (Contractor sells large quantities of off-the-shelf commercial items to many Government agencies. Plans/goals are negotiated by a lead agency on a company-wide basis rather than for individual Contracts. Plan effective only during the year for which it is approved. The Contractor must provide a copy of the lead agency approval). (See FAR 19.704(d) and 52.219-9(g)).

I. Goals

The Contractor shall submit its proposed subcontracting goals 60 days prior to the beginning of each fiscal year during the term of this Contract, or by such other date as authorized in writing by the Contracting Officer. This submittal shall include goals for Small Business concern (SB), Veteran-owned Small Business concern (VOSB), Service-disabled Veteran-owned Small Business concern (SDVOSB), HUBZone Small Business concern (HubSB), Small Disadvantaged Business concern (SDB), and Women-owned Small Business concern (WOSB), collectively referred to as “small business concerns”. The goals will be negotiated once each fiscal year and will be set forth by letter as agreed to by the Contractor and Contracting Officer.

The proposed goals shall be based upon the estimated budget and commercial purchases, including those for Large Business concerns (LB), which will be derived from the current fiscal year budget. Goals may be changed within the first six months of each fiscal year by agreement between the Contracting Officer and the Contractor if there is a cancellation or an addition of program or project funding. Goals for the utilization of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB subcontractors shall be submitted as follows unless otherwise required by the Contracting Officer.

The goals shall be expressed in both dollars and percentages for LB, SB, VOSB, SDVOSB, HubSB, SDB, and WOSB.

A. The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the Contract period Year One.

1. The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this Contract is \$ _____ (100%)

a. LB Concerns. Total estimated dollar value and percent of planned subcontracting with large businesses (all business concerns classified as “other than small”) (% of 1. above):
\$ _____ and _____%.

- b. SB Concerns. Total estimated dollar value and percent of planned subcontracting with small businesses (include SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns) (% of 1. above): \$ _____ and _____ %
 - c. VOSB Concerns. Total estimated dollar value and percent of planned subcontracting with veteran-owned small businesses (% of 1. above): \$ _____ and _____ %. This amount is included in the amount shown under A.1.b, above, as a subset.
 - d. SDVOSB Concerns. Total estimated dollar value and percent of planned subcontracting with service-disabled veteran-owned small businesses (% of 1. above): \$ _____ and _____ %. This amount is included in the amount shown under A.1.b, above, as a subset.
 - e. HubSB Concerns. Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses (% of 1. above): \$ _____ and _____ %. This amount is included in the amount shown under A.1.b, above, as a subset.
 - f. SDB Concerns. Total estimated dollar value and percent of planned subcontracting with small disadvantaged businesses (% of 1. above): \$ _____ and _____ %. This amount is included in the amount shown under A.1.b, above, as a subset.
 - g. WOSB Concerns. Total estimated dollar value and percent of planned subcontracting with small women-owned businesses (% of 1. above): \$ _____ and _____ %. This amount is included in the amount shown under A.1.b, above, as a subset.
- B. A description of all the types of products and/or services that will be acquired under this Contract is necessary to determine how the subcontracted dollars are to be spent.
- 1. The following principal products and/or services will be subcontracted under this Contract, and the types of businesses supplying them are as follows:

<u>Subcontracted Product/Service</u>	<u>Business Size (Other, SB, VOSB SDVOSB, SDB, HubSB, SDB, WOSB)</u>	<u>Subcontract % Description or Dollar Amount</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attachment may be used if additional space is required.)

2. Include a description of the method used to develop the subcontracting goals for SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns; i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals; how the areas to be subcontracted to SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns were determined; and how the capabilities of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB were determined. Include any source lists used in the determination process.

3. Indirect cost have _____ have not _____ been included in the dollar and percentage subcontracting goals stated above. (Check one)
4. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns.

II. PROGRAM ADMINISTRATOR

The subcontracting plan is to be administered by the Contractor to assure that the provisions of applicable law and the plan are implemented and performed. Any change in the name of the program administrator will be communicated without delay to the Contracting Officer by letter and will not require an immediate Contract modification. Such change(s), if any, will be included in the next applicable supplemental agreement Contract modification.

The name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the Contractor’s subcontracting program.

Name: _____
Title: _____
Address: _____
Telephone #: _____
Facsimile #: _____
E-Mail: _____

Duties: Has general overall responsibility for the Contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. The actual duties of how the administrator will carry out the requirements of this individual plan should be stated here.

These duties may include, but are not limited to, the following activities:

- Developing and maintaining bidders' lists of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns from as many sources as possible.
- Ensuring that procurement packages are structured to permit participation of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns to the maximum extent possible.
- Ensuring inclusion of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns whose capabilities coincide with solicitations requiring their products or services.
- Reviewing solicitations to identify and remove any statements, clauses, etc., which may restrict or prohibit participation of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns.
- Ensuring that proper documentation provided by bid proposal board if selection not made to SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concern that provided low bid.
- Ensure establishment and maintenance of records of solicitations and subcontract award activity.
- Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- Monitoring achievement of proposed goals.
- Preparing and submitting semi-annual and annual subcontract reports.
- Coordinating contractor's activities prior to and during conduct of Federal agency compliance reviews.

- Other duties include:

III. EQUITABLE OPPORTUNITIES AND OUTREACH EFFORTS

Describe efforts the offeror will make to ensure that SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns will have an equitable opportunity to compete for and secure subcontracts. These efforts may include, but are not limited to, the following activities:

A. Outreach efforts to obtain sources:

1. Contacting minority and small business trade associations;
2. Contacting business development organizations;
3. Attending small and minority business procurement conferences and trade fairs;
4. Requesting sources from the Central Contractor Registration (CCR);
5. Utilizing newspapers and magazine ads to encourage new sources.
6. Other participation in efforts or activities to expand the socioeconomic database for this Contract.
7. Utilizing book references, catalogs, source lists, or other reference material to identify SB, VOSB, SDVOSB, HubSB, SDB, and WOSB sources before the acquisitions are placed by the buying activities.
8. Additional Efforts _____

B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs on requirements of this plan;

2. Establishing, maintaining, and using SB, VOSB, SDVOSB, HubSB, SDB, and WOSB source lists, guides, and other data for soliciting subcontracts;
3. Monitoring activities to evaluate compliance with the subcontracting plan; and
4. Additional Efforts _____

IV. SUBCONTRACTING PLAN FLOWDOWN

The Contractor agrees to include the Contract's Section I Clause entitled "FAR 52.219-8, Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, which receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, Small Business Subcontracting Plan, (FAR 19.704). The prime Contractor cannot alter this requirement.

V. REPORTS AND SURVEYS

The Contractor gives assurance of:

- A. Cooperation in any studies or surveys that may be required by the Contracting agency, or the U.S. Small Business Administration (SBA).
- B. Submission of periodic reports, which show compliance with the subcontracting plan.
- C. The Contractor shall submit the Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF-295, "Summary Subcontract Report," using the Government's Electronic Subcontract Reporting Systems (eSRS). The Contractor shall submit the SF-294 and SF-295 reports electronically to a single, Government wide system, which can be accessed at the following website: www.esrs.gov. The eSRS is a single reporting tool for all subcontracting plan accomplishments, will streamline the reporting process, and provide the Government with immediate access to the Contractor's subcontracting data. The Contractor shall be responsible for inputting accurate and complete reports into the eSRS. Contractor reporting of SF-294 and SF-295 accomplishments using the eSRS will commence upon receipt of written notification from the Contracting Officer's Representative.
- D. Ensuring that large business subcontractors with subcontracting plans agree to submit Standard Forms 294 and 295, version 10/2001 or any other version as determined necessary by the Contracting Officer to comply with DOE/NNSA internal procedures/practices.

<u>Reporting Period</u>	<u>Report Due</u>	<u>Due Date</u>
Oct 1 - Mar 31	SF 294	April 30 th
Apr 1 - Sep 30	SF 294	Oct 30 th
Oct 1 - Mar 31	SF 295	April 30 th
Oct 1 - Sep 30	SF 295	Oct 30 th

Addresses for submitting SF 294 and SF 295: The completed original written reports shall be submitted to (1) the cognizant Contracting Officer elsewhere identified in the Contract; (2) a courtesy copy to NNSA Service Center Small Business Program Manager at the following address: U.S. Department of Energy, NNSA Service Center, Small Business Program Office, Office of Business Services, P. O. Box 5400, Albuquerque, NM 87185; and, (3) a courtesy copy to the cognizant SBA Procurement Center Representative.

VI. RECORDS AND PROCEDURES

The following is a recitation of the types of records and procedures the Contractor will maintain to demonstrate compliance with the requirements and goals in the subcontracting plan. These records will include, but are not limited to the following:

- A. If the Prime Contractor is not using CCR as its source for SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns, list the names of guides and other data identifying such vendors;
- B. Organizations contacted in an attempt to locate SB, VOSB, SDVOSB, HubSB, SDB, and WOSB sources;
- C. On a Contract-by-Contract basis, records on each subcontract solicitation resulting in an award of more than \$100,000 indicating whether SB, VOSB, SDVOSB, SDB, and WOSB concerns were solicited, and if not, why not; and if applicable, the reason that the award was not made to a small business concern;
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- E. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities subcontract award data including the name, address, and business size of each subcontractor (this item is not required on a Contract-by-Contract basis for company or division-wide commercial plans);

F. On a Contract-by-Contract basis, records to support subcontract award data including the name, address, and the business size of each subcontractor (this item is not required on a Contract-by-Contract basis for company or division-wide commercial plans); and

G. Additional Records:

This subcontracting plan was submitted by:

Signed: _____

Typed Name: _____

Title: _____

Date: _____

Phone No.: _____

PLAN CONCURRED ON BY:

NNSA Small Business Program Manager

Date: _____

PLAN ACCEPTED BY: _____

NNSA Contracting Officer

Date: _____

SECTION L

ATTACHMENT D

CROSS REFERENCE MATRIX

<u>Section L</u>	<u>Section M</u>	<u>Offeror's Proposal</u>
<p><u>CLIN 0001 Section of Proposal</u> Criterion A. Key Personnel and Orals The Offeror shall describe its...</p>		
<p>L-14(a)(1) Reference these paragraphs in Section L for detailed information.</p>	<p>M-5(a)(1) The Government will evaluate and assess the education, relevant experience, and demonstrated performance of each proposed Key Person as it relates to: leading and/or managing programs similar in size, scope and complexity to the position proposed; improving mission performance; merging operations, reducing costs and leading an integrated enterprise. Key personnel evaluations will be based on written information, references, and their participation in the oral presentation. In addition to the information provided by the offeror, the Government may use any information received from other references or third parties as part of its evaluation of Key Personnel.</p> <p>(ii) Failure to submit the required letters of commitment will result in the Key</p>	

<u>Section L</u>	<u>Section M</u>	<u>Offeror's Proposal</u>
	Person not being evaluated, negatively affecting the evaluation results for this criterion.	
Criterion B. Management Approach and Cost Savings		
<p>L-14(b)(1) Approach to merging the operations at three geographically dispersed sites while meeting mission deliverables.</p>	<p>M-5(b) The Government will evaluate and assess the feasibility and quality of the offeror's proposed management approach and cost savings, utilizing the information provided for this Criterion in Section L, L-14(b), Criterion B, Management Approach and Cost Savings.</p>	
<p>L-14(b)(2) Organizational structure(s) to merge the operations and manage the long term mission performance to include organization chart(s) detailed to at least one level below the Key Personnel.</p>	<p>M-5(b) The Government will evaluate and assess the feasibility and quality of the offeror's proposed management approach and cost savings, utilizing the information provided for this Criterion in Section L, L-14(b), Criterion B, Management Approach and Cost Savings.</p>	
<p>L-14(b)(3) Lines of authority and accountability, including parent organization, to manage information and work flows across geographically dispersed sites.</p>	<p>M-5(b) The Government will evaluate and assess the feasibility and quality of the offeror's proposed management approach and cost savings, utilizing the information provided for this Criterion in Section L, L-14(b), Criterion B, Management Approach and Cost Savings.</p>	

<u>Section L</u>	<u>Section M</u>	<u>Offeror's Proposal</u>
<p>L-14(b)(4) Approach to risk management while merging and operating, to include a description of potential risks and mitigation of those risks.</p>	<p>M-5(b) The Government will evaluate and assess the feasibility and quality of the offeror's proposed management approach and cost savings, utilizing the information provided for this Criterion in Section L, L-14(b), Criterion B, Management Approach and Cost Savings.</p>	
<p>L-14(b)(5) Approach to utilize small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, or women-owned small business concerns including the extent to which they will participate and the work they will perform as a team member.</p>	<p>M-5(b) The Government will evaluate and assess the feasibility and quality of the offeror's proposed management approach and cost savings, utilizing the information provided for this Criterion in Section L, L-14(b), Criterion B, Management Approach and Cost Savings.</p>	
<p>L-14(b)(6)(i) Total Estimated Cost Savings expected under this Contract to include:</p> <p>(i) The table at Section L, Attachment E;</p>	<p>M-5(b) The Government will evaluate and assess the feasibility and quality of the offeror's proposed management approach and cost savings, utilizing the information provided for this Criterion in Section L, L-14(b), Criterion B, Management Approach and Cost Savings.</p>	
<p>L-14(b)(6)(ii) Total Estimated Cost Savings expected under this Contract to include</p>	<p>M-5(b) The Government will evaluate and assess the feasibility and quality of the offeror's</p>	

<u>Section L</u>	<u>Section M</u>	<u>Offeror's Proposal</u>
(ii) A detailed description of the approach used to calculate the contract savings that the offeror promises to achieve from cost efficiencies;	proposed management approach and cost savings, utilizing the information provided for this Criterion in Section L, L-14(b), Criterion B, Management Approach and Cost Savings.	
<p>L-14(b)(6)(iii) Total Estimated Cost Savings expected under this Contract to include</p> <p>(iii) A description of how proposed cost savings will be sustained and validated over the life of the Contract.</p>	<p>M-5(b) The Government will evaluate and assess the feasibility and quality of the offeror's proposed management approach and cost savings, utilizing the information provided for this Criterion in Section L, L-14(b), Criterion B, Management Approach and Cost Savings.</p>	
Criterion C. Corporate Experience		
<p>L-14 (c) The offeror shall describe its corporate experience for past and current Contracts that are relevant to the M&O effort in this solicitation utilizing the form at Section L, Attachment F, Corporate Experience and Past Performance Information Form. The offeror will be considered to have relevant experience if it (including its team members) can demonstrate experience performing contracts of the similar size, complexity, and risk as this solicitation involving work in the following areas:</p> <p>(1) Operating high hazard nuclear,</p>	<p>M-5(c) The Government will evaluate and assess the relevancy, currency and depth of the offeror's experience as it relates to the following:</p> <p>(1) Operating high hazard nuclear, biological, or chemical facilities either in a commercial or noncommercial environment or manufacturing major weapon systems;</p> <p>(2) Project management, and integration of projects associated with general plant infrastructure, high hazard nuclear, biological, or chemical facilities;</p>	

<u>Section L</u>	<u>Section M</u>	<u>Offeror's Proposal</u>
<p>biological, or chemical facilities either in a commercial or noncommercial environment or manufacturing major weapon systems;</p> <p>(2) Project management and integration of projects associated with general plant infrastructure, high hazard nuclear, biological, or chemical facilities;</p> <p>(3) Carrying out the integration of two or more geographically dispersed production facilities through consolidation or merger that resulted in significant cost efficiencies;</p> <p>(4) Reducing the cost of performing work; and</p> <p>(5) Supporting operations as an interdependent, integrated enterprise.</p> <p>Describe no more than three contracts for each proposed team member for the work experience cited for CLIN 0001. (For example, a prime Contractor with two subcontractors shall describe no more than 9 contracts. Two teaming partners and two subcontractors shall describe no more than 12 contracts.) Contracts listed may include federal, state, and local</p>	<p>(3) Carrying out the integration of two or more geographically dispersed production facilities through consolidation or merger that resulted in significant cost efficiencies;</p> <p>(4) Reducing the cost of performing work; and</p> <p>(5) Supporting operations as an interdependent, integrated enterprise.</p>	

<u>Section L</u>	<u>Section M</u>	<u>Offeror's Proposal</u>
Government and commercial customers. The experience cited must be within the last five (5) years and in place for at least nine months.		
Criterion D. Past Performance		
<p>L-14(d)(1) The offeror's past performance information within the last five (5) years will be extracted from Section L, Attachment F. "Offeror" includes, in the case of a "Contractor team arrangement" (as defined in FAR 9.601) the members of the offeror's team, and the parent organization(s) that has/have signed the Performance Guarantee Agreement(s). Since the offeror is required by other provisions of this solicitation to form a corporation for performance of the Contract, and since the new corporation will have no past performance in the corporation's name, the corporation shall submit past performance information relating to its team members.</p> <p>(1) Information Required by Government to Distribute Past Performance Questionnaire</p> <p>For CLIN 0001, offerors are requested to submit Items 1 through 11b of Section L,</p>	<p>M-5(d) The Government will evaluate and assess the past performance on the corporate experience within the last five (5) years cited in Evaluation Criterion C, as well as the other relevant past performance information submitted by the offeror or that the Government obtained from other sources, to determine the degree to which the past performance demonstrates the offeror's ability to successfully perform CLIN 0001. If the offeror does not have a record of relevant past performance information on contracts similar to the SOW or past performance information is otherwise not available, the offeror will not be evaluated favorably or unfavorably.</p>	

<u>Section L</u>	<u>Section M</u>	<u>Offeror's Proposal</u>
<p>Attachment F thirty (30) calendar days prior to the date for receipt of proposals in order to allow the Government to contact the technical and/or contracting point of contact. The offeror shall advise these individuals prior to submittal of this advance information that the Government may be contacting them in order to complete a Past Performance Questionnaire. It is to the offeror's benefit to ensure the participation of these points of contact.</p>		
<p>L-14(d)(2) (2) For CLIN 0001, the offeror shall also provide, for each team member, a list of all contracts terminated for any reason (partially or completely) within the five years preceding the RFP issuance date, including dollar amount of contract, party contracted with, brief description of the work, reason for termination, and name and telephone number of the contracting official for the Contract. If no contract was terminated, for any member of the offeror's team, a statement to that effect is required.</p>	<p>M-5(d) The Government will evaluate and assess the past performance on the corporate experience within the last five (5) years cited in Evaluation Criterion C, as well as the other relevant past performance information submitted by the offeror or that the Government obtained from other sources, to determine the degree to which the past performance demonstrates the offeror's ability to successfully perform CLIN 0001. If the offeror does not have a record of relevant past performance information on contracts similar to the SOW or past performance information is otherwise not available, the offeror will not be evaluated favorably or unfavorably.</p>	

<u>Section L</u>	<u>Section M</u>	<u>Offeror's Proposal</u>
<p><u>CLIN 0002 Section of Proposal</u> Criterion A. Project Management Approach The Offeror shall describe its...</p>		
<p>L-14(e) Approach to CLIN 0002 that meets the objectives as described in the Statement of Work (Section J, Appendix A, Chapter II, 1.1.3(iii)(G)). The approach shall describe:</p> <p>(1) The organizational structure to support the project, and how that would be integrated with the M&O organizational structure proposed for CLIN 0001, Criterion B;</p> <p>(2) The management and oversight of design, construction (title III services), test and check out, integration with ongoing operations, and transition to operations;</p> <p>(3) Risks associated with the execution of the UPF and the proposed mitigation measures to avoid or minimize those risks; and</p> <p>(4) How the offeror will shift performance risk of cost, schedule, and quality from the Government to the Contractor through effective incentive structures.</p>	<p>M-7(a) The Government will evaluate and assess the feasibility and quality of the offeror's proposed project management approach, utilizing the information provided for this Criterion in Section L, L-14(e), Criterion A, Project Management Approach.</p>	

<u>Section L</u>	<u>Section M</u>	<u>Offeror's Proposal</u>
Criterion B. Corporate Experience		
<p>L-14(f) The offeror shall describe its corporate experience for past and current Contracts that are relevant to CLIN 0002 of this solicitation utilizing the form at Section L, Attachment F, Corporate Experience and Past Performance Information Form. The offeror will be considered to have relevant experience if it (including its team members) can demonstrate experience performing contracts of the similar size, complexity, and risk as this solicitation involving work in the following areas:</p> <p>(1) Project management, to include construction, of large, highly complex projects associated with high hazard nuclear, biological, or chemical facilities;</p> <p>(2) Integration of major systems acquisitions with on-going operations; and</p> <p>(3) Performance against cost and schedule baselines.</p> <p>Describe no more than three contracts for each proposed team member for the work experience cited for CLIN 0002. (For example, a prime Contractor with two</p>	<p>M-7(b) The Government will evaluate and assess the relevancy, currency and depth of the offeror's experience as it relates to the following:</p> <p>(1) Project management, to include construction, of large, highly complex projects associated with high hazard nuclear, biological, or chemical facilities;</p> <p>(2) Integration of major systems acquisitions with on-going operations; and</p> <p>(3) Performance against cost and schedule baselines.</p>	

<u>Section L</u>	<u>Section M</u>	<u>Offeror's Proposal</u>
<p>subcontractors shall describe no more than 9 contracts. Two teaming partners and two subcontractors shall describe no more than 12 contracts.) Contracts listed may include federal, state, and local Government and commercial customers. The experience cited must be within the last five (5) years and in place for at least nine months.</p>		
Criterion C. Past Performance		
<p>L-14(g) The offeror's past performance information within the last five (5) years will be extracted from the offeror's completed Section L, Attachment F, Corporate Experience and Past Performance Information Form. "Offeror" includes, in the case of a "Contractor team arrangement" (as defined in FAR 9.601) the members of the offeror's team, and the parent organization(s) that has/have signed the Performance Guarantee Agreement(s). Since the offeror is required by other provisions of this solicitation to form a corporation for performance of the Contract, and since the new corporation will have no past performance in the corporation's name, the corporation shall submit past performance information</p>	<p>M-7(c) The Government will evaluate and assess the past performance on the corporate experience within the last five (5) years cited in Evaluation Criterion B, as well as the other relevant past performance information submitted by the offeror or that the Government obtained from other sources, to determine the degree to which the past performance demonstrates the offeror's ability to successfully perform CLIN 0002. If the offeror does not have a record of relevant past performance information on contracts similar to CLIN 0002 or past performance information is otherwise not available, the offeror will not be evaluated favorably or unfavorably.</p>	

<u>Section L</u>	<u>Section M</u>	<u>Offeror's Proposal</u>
<p>relating to its team members.</p> <p>(1) Information Required by Government to Distribute Past Performance Questionnaire</p> <p>For CLIN 0002, offerors are requested to submit Items 1 through 11b of Section L, Attachment F, Corporate Experience and Past Performance Information Form, thirty (30) calendar days prior to the date for receipt of proposals in order to allow the Government to contact the technical and/or contracting point of contact. The offeror shall advise these individuals prior to submittal of this advance information that the Government may be contacting them in order to complete a Past Performance Questionnaire. It is to the offeror's benefit to ensure the participation of these points of contact.</p> <p>(2) For CLIN 0002, the offeror shall also provide, for each team member, a list of all contracts terminated for any reason (partially or completely) within the five years preceding the RFP issuance date, including dollar amount of contract, party contracted with, brief description of the work, reason for termination, and name and telephone number of the contracting</p>		

<u>Section L</u>	<u>Section M</u>	<u>Offeror's Proposal</u>
official for the Contract. If no contract was terminated, for any member of the offeror's team, a statement to that effect is required.		
Criterion D. Key Personnel		
<p>L-14(h) Reference this paragraph in Section L for detailed information.</p>	<p>M-7(d) (1) The Government will evaluate and assess the education, relevant experience, and demonstrated performance of each proposed Key Person as it relates to: leading and/or performing project management of similar size, scope, and complexity; and meeting schedule and cost baselines. Key personnel evaluations will be based on written information, references, and their participation in the oral presentation. In addition to the information provided by the offeror, the Government may use any information received from other references or third parties as part of its evaluation of Key Personnel.</p> <p>(2) Failure to submit the required letters of commitment will result in the Key Person not being evaluated, negatively affecting the evaluation results for this criterion.</p>	

SECTION L**ATTACHMENT E****TIMELINE OF PROJECTED COST SAVINGS**

The offeror shall complete Table 1 below in accordance with Section L, L-14(b)(6)(i), for achievement of total estimated savings over the life of the Contract, beginning at the start of the Base Term, plus available options. Offerors must include savings relating to merger, savings relating to Contractor employee benefits, and any other savings. When completing this table please refer to Section H, H-8, Cost Savings.

Table 1: Projected Cost Savings Over Life of Contract Including Available Options

Savings Category	Sustained Cost Savings (\$ millions) Projected as Available to Share in a Given Year										Cumulative Cost Savings Over 10 Year period	
	Base Years					Option Years						
	1	2	3	4	5	6	7	8	9	10		
Operational Savings from Merger												
Contractor Employee Benefits												
Other Savings Specified by offeror												
Total												

Note: Reference the reading room on NNSA's website at <http://www.doeal.gov/MOContracts/> for information regarding DOE/NNSA estimated potential savings from consolidation efficiency gains.

SECTION L**ATTACHMENT F****CORPORATE EXPERIENCE & PAST-PERFORMANCE INFORMATION FORM**

1. Complete Name Offeror or Team Member	
2. Complete Name of Contract Title and Location	
3. Customer Name, Current Address, Telephone Number & E-mail	
4. Contract Number and Type of Contract	5. Date of Contract Award
6. Date Work Commenced	7. Date Work Ended
8. Initial Contract Price/Cost and Fee	9. Final Amount Invoiced/Amount Invoiced to Date
10a. Technical Point of Contact (include address and telephone number)	10b. Contracting Point of Contact (include address and telephone number)
11a. Activity Title	11b. Identify if the Contract received a qualified, disclaimer or adverse audit opinion over the past five years. Provide a copy of the auditor's report.
12. Description of Work	
13. Self-Assessment of past performance record. Provide information on any problems encountered and your corrective actions.	
14. Current Status of Contract (Choose One)	
<input type="checkbox"/> Work Continuing, on Schedule <input type="checkbox"/> Work Continuing, Behind Schedule <input type="checkbox"/> Work Complete, Litigation Pending or Underway <input type="checkbox"/> Work Completed, No Further Action Pending or Underway <input type="checkbox"/> Work Completed, Routine Administrative Action Pending or Underway <input type="checkbox"/> Work Completed, Claims Negotiations Pending or Underway <input type="checkbox"/> Terminated for Convenience <input type="checkbox"/> Terminated for Default <input type="checkbox"/> Other (explain)	

If more space is needed, please attach additional pages.

Instructions for Completing the Corporate Experience & Past-Performance Information Form

- Item 1. Insert the name of the offeror or team member, including parent organization, if any. Do not use acronyms.
- Item 2. Insert the complete Contract name and address where work was performed. Do not use acronyms.
- Item 3. Insert customer's name, current address, including both post office box and street address, if applicable, telephone number, and e-mail.
- Item 4. Insert any Contract number or other Contract reference used by the customer.
- Item 5. Insert the date on which the Contract came into existence.
- Item 6. Insert the date on which you started to perform the work.
- Item 7. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or ongoing administrative actions, claims negotiations, or litigation.
- Item 8. Insert the price, estimated cost and fee, or target cost and profit or fee as it appeared in the original Contract. If the Contract included multiple, separately-priced items, add the individual item amounts and insert the total price, estimated cost and fee, or target cost and profit or fee.
- Item 9. 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 10a. Insert the name, title, company/agency, address, telephone number, and e-mail address (if available) of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the Contract.
- Item 10b. Insert the name, title, company/agency, address, telephone 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 your work under the Contract.
- Item 11a. Describe the Activity Title.
- Item 11b. Identify if the Contract received a qualified, disclaimer or adverse audit opinion over the past five years. Provide a copy of the auditor's report.
- Item 12. By year performed, describe the nature and scope of the work as it relates to your proposed role in performing Section J, Appendix A, Statement of Work. The objective is for you to explain how the work that you did previously or are currently doing is relevant (similar in nature, size in dollars, and complexity) to the scope of work that is to be performed by you under the Contract Statement of Work. Include a crosswalk to the Statement of Work elements that you are proposed to perform.
- Item 13. Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance.
- Item 14. Check appropriate box.