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PART IV
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

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

The following provisions are incorporated by reference:

L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (JUN 1999)

[Include DUNS Number for each teaming/joint venture partner.]

L.3 52.215-16 FACILITIES CAPITAL COST OF MONEY. (OCT 1997)

L.4 RESERVED

The following provisions are in full text:

L.5 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (MAY 2001)

(a) Definitions. As used in this provision -

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the CO’s discretion, result in the offeror being allowed to revise its proposal.

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

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

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a CO 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 DOE in connection with this solicitation; and

- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision and withdrawal of proposals.
- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the DOE 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 DOE office on the date that the proposal or revision is due.
 - (ii) (A) Any proposal, modification or revision received at the DOE 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 CO 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 DOE 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 DOE installation designated for receipt of offers and was under the DOE'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 DOE, will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the DOE 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 DOE personnel.

- (iv) If an emergency or unanticipated event interrupts normal DOE 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 DOE 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 DOE 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 authorized 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 identify 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 DOE 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 DOE 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 DOE 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 DOE'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 DOE 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 DOE may reject any or all proposals if such action is in the DOE's interest.
- (3) The DOE may waive informalities and minor irregularities in proposals received.
- (4) The DOE 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 DOE 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 DOE 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 DOE reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the DOE's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the DOE.
- (8) The DOE 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 DOE.
- (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) The DOE may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.6 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA. (OCT 1997) ALTERNATE IV (OCT 1997)

- (a) Submission of cost or pricing data may be required if requested by the Contracting Officer.
- (b) Provide information described below: See Section L.19 for description of information and the format required. Submit the cost portion of the proposal in

hardcopy, and also via the following electronic media: Any spreadsheets or mathematical computation using MICROSOFT Excel 97. Any written verbiage will be submitted using MICROSOFT Word 97.

L.7 52.216-1 TYPE OF CONTRACT. (APR 1984)

The Government contemplates award of a Cost-Plus-Incentive-Fee Closure Contract resulting from this solicitation.

L.8 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW. (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.9 952.227-84 NOTICE OF 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 U. S. 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 U. S. 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 DOE-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.10 52.233-2 & 952.233-2 SERVICE OF PROTEST. (AUG 1996)

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

Barry E. Kain, Contracting Officer
 U. S. Department of Energy
 43 New Garver Road, Suite B
 Monroe, Ohio 45050-1434

- (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 GAO shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. DOE, Assistant General Council for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington D.C. 20585, Facsimile (202) 586-4546.

L.11 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY. (SEP 1996)

- (a) If a protest of this procurement is filed with the GAO in accordance with 4 CFR Part 21, any actual or prospective offeror may request the DOE 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 DOE 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 DOE will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act (FOIA). Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.)

L.12 952.233-5 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 DOE's agency protest procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The DOE encourages potential protesters to discuss their concerns with the Contracting Officer prior to filing a protest.

L.13 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 DOE Acquisition Regulation (48 CFR Chapter 10) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.14 THE PROPOSAL

Section L of the RFP provides instructions and other information to the offeror related to the preparation of its proposal. Offerors are cautioned to follow these instructions carefully in order to ensure that DOE receives consistent information in a form that will facilitate proposal evaluation. Evaluation factors are contained in Section M.

Written proposals and walkthrough/oral interviews will be evaluated as detailed below. Each proposal should contain the offeror’s best terms, since it is the DOE’s intent to evaluate proposals and award a contract without discussions. The DOE, however, reserves the right to conduct discussions if necessary (see paragraph (f)(4) of the clause entitled "Instructions to Offerors - Competitive Acquisition," in Section L). Any exceptions or deviations to the terms of the contract may constitute a deficiency that may make the offer unacceptable.

L.15 PROPOSAL PREPARATION INSTRUCTIONS -- GENERAL

- (a) A cover letter for the overall proposal constitutes the first page of the proposal and shall include the information contained in L.5.C.2.
- (b) The overall proposal shall consist of three physically separated volumes, individually entitled as stated below. All pages of each part shall be appropriately numbered and identified with the name of the offeror. A page is defined as a single side of 8 ½" x 11" paper. All pages of the proposal are to be submitted on 8 ½ x 11" sheets - fold out sheets are allowed only for maps, tables and figures. Printing is required to be single-sided only. Print type used in the text portions of the proposal shall be no smaller than 12-point. Print type used in charts, graphs, figures and tables may be smaller than 12-point, but must be clearly legible. Page margins (distance between the edge of the page and the body of proposal) shall be 1-inch from the top, bottom, left, and right sides of the page. Page limits set forth below are to be strictly adhered to. Those pages that exceed the limits set forth in Section L will not be considered in the evaluation (note: Tables of Contents, Lists of Figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page).

Proposal Volume – Title	Copies Required
Volume I – Offer	5
Volume II – Technical Proposal	10
Volume III – Cost/Fee	10

- (c) Copy No. 1 of the proposal shall contain the signed original of all documents requiring signature by the offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.

L.16 PROPOSAL PREPARATION INSTRUCTIONS -- VOLUME I - OFFER

- (a) Volume I, Offer, consists of the actual offer to enter into a contract to perform the desired work and includes the documents identified in paragraphs (b) through (j) below.
- (b) Signed contract - The "Solicitation, Offer, and Award," (Standard Form 33, page 1 of the RFP) fully executed and used as the first page of each copy of Volume I, Offer.
 - (1) Acceptance Period. The acceptance period entered on the Standard Form 33 by the offeror shall not be less than 180 days.
 - (2) Signature Authority. The person signing the Standard Form 33 must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the DOE has the right, by terms of the solicitation, to make an award without further discussion.
 - (3) By the offeror's signature on the Standard Form 33, it is agreeing to accept the contract (Sections A through K of this RFP) as written unless exceptions or deviations are taken as set forth in Section L.16.(i) below. If the offeror takes no exceptions or deviations, the offeror does not need to submit in its proposal the complete language from all of the contract clauses. Rather, offerors need only submit those pages on which the offeror is to complete certain information as a part of its offer (e.g. Sections G.8 and H.7). Offerors who take exceptions or deviations need not submit language from the contract where no exception or deviation is proposed or no information is required to be inserted.
 - (4) Complete Section B of the RFP.
- (c) Representations, Certifications, and Other Statements of Offerors, fully executed according to the instructions contained in Section K.
- (d) Corporate Official. The offeror shall identify a single responsible official by name and position, who is accountable for the performance of the offeror. This applies even if the performing entity is a joint venture. The Government may contact this individual, if necessary, regarding contractor performance issues.
- (e) A statement regarding the offeror's evaluation of conflicts of interest and organizational conflicts of interest. This shall include conflicts of interest or affiliations with existing or proposed subcontractors at the site. If any conflicts or

affiliations exist with the offeror or its team, a mitigation plan shall be included, detailing how the offeror shall mitigate the problem.

- (f) A statement that the offeror grants to the Source Evaluation Board (SEB) or its authorized representatives, the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation; and that this right may be exercised in connection with any such reviews deemed necessary by the DOE. This includes the records necessary to determine that the offeror has adequate financial resources to perform the contract.
- (g) A statement committing to an automated accounting system that has the capabilities to: record the required financial transaction including structure; record encumbrances; control and report costs by the DOE's reporting structure (appropriation, budget and reporting number, activity data sheets, project number); produce auditable records; and subsequently transmit in acceptable mode, the periodic detailed accounting information to DOE's primary accounting system.
- (h) The acknowledgment(s) of receipt of all amendments, if any, to this RFP.
- (i) Exceptions and Deviations Taken to the Contract. The offeror shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the contract, Offeror Representations, Certifications, and Statements of the Offeror. Any exceptions taken must contain sufficient amplification and justification to permit evaluation. The benefit to the DOE shall be explained for each exception taken. ANY EXCEPTIONS, DEVIATIONS, OR CONDITIONAL ASSUMPTIONS TAKEN TO THIS SOLICITATION'S TERMS AND CONDITIONS MAY MAKE AN OFFER UNACCEPTABLE FOR AWARD.

L.17 PROPOSAL PREPARATION INSTRUCTIONS -- VOLUME II - TECHNICAL PROPOSAL

- (a) The Technical Proposal consists of written information intended to present the offeror's understanding, capabilities, and approach to satisfy the requirements of the Statement of Work (SOW). The offerors shall address each section of the SOW. No cost information shall be included in the Technical Proposal.
- (b) The term "performance based" is used when the offeror shall provide quantitative performance goals that will identify and measure real progress toward Project Completion at a target date on or before September 30, 2006. At a minimum, a performance schedule shall be included that identifies semi-annual performance achievements (e.g., specific, measurable performance outcomes) for major work elements, such as facilities demolished, utility components removed, or waste removed from the site.

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

I. KEY RESOURCES

- (a) The offeror must provide written resumes that describe his/her education, leadership, relevant experience, suitability and capability to perform the SOW. The resumes shall describe how work experience relates to CCP issues and capability to function effectively in his/her proposed CCP team position. The resumes shall be provided in the format shown in Attachment 2. Letters of Commitment shall be provided in the format shown in Attachment 3. Failure to submit Letters of Commitment may result in a lower rating.
- (b) Each resume shall not exceed two (2) pages in length, with the exception of the resume for the Project Manager, which may not exceed four (4) pages. The DOE will not evaluate any pages exceeding page limitations. Offerors are advised that the Government may contact any or all references and other sources including those not provided by the offeror. The DOE reserves the right to use any information received as part of its evaluation of the Key Resources.

See Section L.22 for instructions on WJN site walkthrough/oral interviews.

II. TECHNICAL APPROACH

(The technical approach section shall not exceed 25 pages.)

- (a) **Work Accomplishment, Integration and Schedule** (Target of 15 pages including exhibits)

The offeror shall provide its integrated performance based schedule of the CCP (i.e., facility demolition, environmental restoration, utility removal, and waste management) to achieve Project Completion at a target date on or before September 30, 2006. The offeror shall describe its approach for integrating the performance based schedule. The level of detail for the schedule should correspond to Level 3 (i.e., Level 1-Project Completion; Level 2-building and project areas; Level 3-major building or project level milestones, such as start and completion of operations). The offeror shall describe how the SOW requirements will be completed by the proposed target date and how/why the proposed schedule is credible and within the annual funding limitations.

The offeror shall describe its technical approach, major work elements and methods, including any innovations that address each of the elements in the SOW.

The offeror shall describe their approach toward project management to achieve Project Completion on or before a target date of September 30, 2006. The offeror shall provide a WBS description that describes the major work elements correlating to their approach to work and the project management system to be used. Sufficient detail shall be provided to communicate the offeror's planned work breakdown structure.

(b) RISK MANAGEMENT (Target of 10 pages including exhibits)

- (i) The offeror shall provide its assessment of the work scope uncertainties identified in Section H.2. For the uncertainties that present a significant risk to project cost and schedule, the offeror shall provide its proposed approach for their elimination, avoidance or mitigation.
- (ii) The offeror shall identify additional work scope uncertainties (not listed in Section H.2) that, in its opinion, may present a significant impact to project cost and schedule. The offeror shall provide its proposed approach to eliminate, avoid or mitigate those uncertainties.
- (3) When developing its approach to eliminate, avoid or mitigate programmatic risks, the offeror may propose an allocation of risk responsibility to the organization best suited to manage the risk. This can result in the contractor assuming total responsibility, the Government assuming total responsibility, or a clearly defined method of sharing risk responsibility between the government and the contractor.

III. PAST PERFORMANCE (No page limit)

The offeror shall submit the following information as part of its proposal:

- (1) A written Reference Information Form, Attachment 1, for three contracts similar in type, scope, complexity or risk completed or in progress during the past three years for the proposed prime contractor as well as the joint venture members and any major subcontractors (over \$5M contract value in any one year). Contract work for State and local Government, private sector clients, and subcontract that is similar to the Government requirement will be evaluated equally with similar Federal contracts. If the offeror has environmental restoration past performance at an NRC licensed facility, this should be included as a reference. The references should be provided for work done only by the proposing division/segment of the offerors firm, not the firm in general. If the offeror has no past performance, the offeror shall submit past performance information from each of the teaming partners or parent corporations.

- (2) The offeror is encouraged to and may provide information on problems encountered on the contracts identified above and corrective actions taken to resolve those problems.
- (3) A list of contracts terminated (partially or completely) within the past three years, including the contract number, dollar amount of contract, brief description of SOW, reason for termination, sponsoring agency, and name and telephone number of the CO.
- (4) The offeror shall provide the Past Performance Questionnaire, Attachment 1, to each of the references named in Attachment 1. The offeror shall request that the references return the Past Performance Questionnaire directly to the address identified in L.20 three weeks from the mailing date.
- (5) Offerors are advised that the Government may contact any or all references in the proposal and other sources, including any electronic and other data basis, and that the information obtained will be used for both the responsibility determination and the best value decision.
- (6) The Government will only discuss past performance information directly with the offeror or teaming partners or parent corporations that is/are being reviewed.

L.18 PROPOSAL PREPARATION INSTRUCTION - VOLUME III, COST AND FEE PROPOSAL

- (1) All cost and fee information shall be included in Volume III of the proposal.
- (2) The Cost Proposal shall include a breakdown of cost (to the WBS level) correlated with the Statement of Work (SOW) and consistent with the technical proposal. The Cost Proposal shall describe the methodology used to determine the cost for all requirements of the contract including all of the scope of work and the confidence level for achieving the Target Cost. Cost and financial data should be fully supported and organized in a manner that corresponds to the performance based schedule activities. Cost data breakout should be identified by cost element and by fiscal year of occurrence. Offerors should clearly indicate (1) what data is existing and verifiable, (2) judgmental factors applied in projecting from known source data to the estimate, (3) contingencies, (4) key assumptions (not in conflict with the SOW), and (5) the basis for each cost element. The offeror shall propose a Target Cost in Section B.
- (3) The offeror shall propose a Target Fee as described in Sections B.4. The offeror must clearly define the percentage of any Target Fee relative to the Target Cost.

- (4) The cost proposal shall include the following:
- (a) The offeror shall identify by contract number, Federal Agency, dollar amount, and description of work for all cost-type Government contracts currently open that exceed \$1 million. If the offeror is a joint venture or other business combination (i.e. subcontractor), this data must be provided for each entity. If the entity is considered to be a large business, the dollar threshold is increased to \$10 million.
 - (b) The offeror shall submit an explanation of how costs will be recorded and tracked in the accounting system. Specifically, if the offeror's accounting system will allocate cost through the use of an indirect costing rate, an explanation is required to describe cost to be included in each of the indirect cost pools as well as a description of each allocation base. The offeror shall provide its indirect rates. If the offeror is a joint venture or other business combination (i.e. subcontractor), this data must be provided for each entity.
 - (c) The offeror shall briefly describe its current accounting system and the adequacy of that system for reporting against Government cost type contracts. In addition, the offeror shall identify the cognizant Government audit agency or any other Government agency that has formally approved the accounting system, if applicable. If the offeror is a joint venture or other business combination (i.e. subcontractor), this data must be provided for each entity.
 - (d) The offeror shall provide certified financial statements, where available, for the last three accounting periods. Certified Financial Statements must include, at a minimum, a balance sheet, and a statement of operations (profit and loss). If the offeror is a joint venture or other business combination (i.e. subcontractor), this data must be provided for each entity. The DOE reserves the right to obtain additional financial data.
 - (e) If the offeror is a joint venture or other business combination and these entities are covered by Cost Accounting Standards; the entities shall submit its most recent Cost Accounting Standards (CAS) Disclosure Statement. In addition, entities shall identify the cognizant Government audit agency or any other Government agency that has formally approved the Disclosure Statement. The entities shall also identify whether cognizant Government audit agency has issued any audit reports on the compliance with the CAS requirements.
 - (f) In order to determine the contractor's compliance with the limitations on Subcontracting (FAR 52.219-14) the offeror must provide the following:

If the offeror is a joint venture or is subcontracting, the offeror must provide a copy of the joint venture agreement (if applicable) or a copy of any agreement with the subcontractor (if no written agreement provide a breakout of each element of work to be performed as stated in Section L.18(2)); the size status of each member or each subcontractor; and if a Small Business, a Small Business Certification as stated in Section K.5 (FAR 52-219-1). Indicate the percent of contract performance for personnel as defined below:

The cost should be broken out as described in Section L.18(2) for the prime, and/or each joint venture member, and/or each subcontractor and further by cost of contract performance incurred for personnel. Cost should include direct labor cost and any overhead which has only direct labor as its base, plus the concern's General and Administrative rate multiplied by the labor cost.

L.19 TIME, DATE AND PLACE PROPOSALS ARE DUE

All proposals must be received at the following address by 4:00 PM EDT, **July 18, 2003**. Hand-carried packages can be delivered between the hours 8:00 AM to 4:00 PM on Government workdays.

U. S. Department of Energy
Columbus Closure Project
Attn: Barry E. Kain, Contracting Officer
43 New Garver Road, Suite B
Monroe, OH 45050-1434

SOLICITATION NO. DE-RP24-04OH20171

L.20 AVAILABILITY OF REFERENCED DOCUMENTS

Referenced documents are available electronically for offeror information and for use in connection with the RFP on the Ohio Field Office web page with a link to the Columbus Closure Project solicitation. This information is available during all hours of the day except for scheduled maintenance and/or unplanned outages/downtime due to such things as weather (e.g., thunderstorm) or problems with the Ohio Field Office network. A current listing of the referenced documents available can be found at the following Internet Address:

http://www.ohio.doe.gov/ccp_seb

L.21 QUESTIONS ON SOLICITATION

Offerors and interested parties may submit questions regarding this solicitation until two weeks before the RFP closes, via e-mail to:

http://www.ohio.doe.gov/ccp_seb

Questions and responses will be added to Columbus Closure Project RFP link at www.ohio.doe.gov. They will not be incorporated through an amendment to the solicitation.

L.22 INSTRUCTIONS - ORAL INTERVIEWS/CCP SITE WALKTHROUGH

- (a) General. After submission of the offer and other written information, each offeror, represented by all its proposed Key Resources (see section L.17.(c)(I)), shall participate in person in the walkthrough/oral interviews of BMI's WJN site with the CCP Source Evaluation Board (SEB) and designated advisors. At the discretion of the offeror, one additional corporate official may attend the walkthrough/oral interviews as an observer. The walkthrough/oral interviews will relate solely to the evaluation of "Key Resources" (Section M.4.I) of this RFP. The walkthrough/oral interviews constitute part of the proposal for purposes of evaluation, but it is not the Government's intent to incorporate any portion of the walkthrough/oral interviews into any contract resulting from this solicitation. The walkthrough/oral interviews will not constitute "communications" or "discussions" as defined in FAR Part 15 nor will they obligate the Government to conduct discussions, or to solicit any proposal revisions. The location for the walkthrough/oral interviews will be at the WJN Site which is located at Battelle Memorial Institute's West Jefferson North facility located on Ohio State Route 142 and is approximately 15 miles west of Columbus, OH.
- (b) Walkthrough/Oral Interviews. The walkthrough/oral interviews will not exceed two (2) hours each. The SEB will evaluate the walkthrough/oral interviews against the Evaluation Factor in Section M.4 I. The focus of the oral interviews/walkthrough questions shall be leadership, relevance of experience, suitability, capability to perform the SOW, understanding of CCP issues and capability to function effectively in his/her proposed CCP team position. The Key Resources shall respond to the questions orally within the specified time frame. Questions will not be provided in advance. If there is inconsistency between what is written in the resume and provided orally, written submissions will take precedence.
- (c) Schedule. Upon receipt of proposals, the CO will schedule the date and time of the walkthrough/oral interviews.
- (d) Copies of Oral Interviews. The walkthrough/oral interviews may be recorded by the Government. No other recording devices of any kind are permitted. The offerors are not authorized to bring written materials to the walkthrough/oral interviews.

L.23 ALTERNATE PROPOSALS

Alternate proposals are not solicited and will not be evaluated.

L.24 PREAWARD SURVEY

The Government as part of its responsibility determination under FAR Part 9.1, may elect to perform a preaward survey of a prospective offeror. This may include a review of the prime contractor, major subcontractor, and/or joint venture depending on how the offeror proposed. The preaward survey may investigate the offeror's technical capability, key personnel, quality assurance capability, financial capability, accounting system, security system, and safety system.

L.25 LIST OF ATTACHMENTS

Attachment 1 – Past Performance Reference Information Form and Questionnaire

Attachment 2 – Resume Format

Attachment 3 – Letter of Commitment

L.26 PREPROPOSAL CONFERENCE

(a) A preproposal conference for the CCP RFP will be held on June 13, 2003 at 10:30AM at the following location:

U. S. Department of Engery
OSE Cafeteria
1 Mound Road
Miamisburg, OH 45342

(b) Any interested company may submit a request to attend the preproposal conference to the following email address: http://www.ohio.doe.gov/ccp_seb. There is a limit of two representatives per company. All companies must submit their requests that should include company name, name of individual, title of individual, citizenship and phone number no later than 4:00 P.M., June 9, 2003. No foreign nationals are permitted. A valid form of picture ID must be provided to security personnel in order to obtain entrance to the conference. No photographs or audio/video recording devices are permitted at the conference. No questions will be answered during the conference. Any interested company will be able to submit questions in writing to the SEB mailbox listed above or drop in a box located at the preproposal conference. Answers to the questions will be provided after the preproposal conference.

L.27 BMI WEST JEFFERSON NORTH SITE

Potential offerors are being put on notice, that the DOE is in the process of obtaining written consent for access to BMI's WJN site for performance of this contract.

Past Performance Letter

Date

Dear _____:

The Department of Energy (DOE) is asking for your assistance in a procurement effort. _____ is participating in a proposal for a DOE contract with an estimated value of (**NEED ICE NUMBER**) \$ million. We are asking you to complete the attached questionnaire to help us evaluate _____'s performance.

Please use the following definitions to provide your ratings:

- 0 - Unsatisfactory - The contractor failed to meet the minimum contract requirements.
- 1 - Poor - Performance was less than expected. The contractor performed below minimum contract requirements.
- 2 - Satisfactory - Performance met expected levels. The contractor met the minimum contract requirements.
- 3 - Good - Contractor performance exceeded expected levels. The contractor performed above minimum contract requirements and displayed a thorough understanding of contract requirements.
- 4 - Excellent - Contractor performance substantially exceeded expected levels of performance. The contractor consistently performed above contract requirements, displayed an overall superior understanding of contract requirements, and used innovative approaches leading to enhanced performance.

NA - Not applicable

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

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

We greatly appreciate your time and assistance in completing this questionnaire. Please provide the following information:

Your company name and address:

Name/Telephone number/Title of person completing the questionnaire:

Past Performance Questionnaire

0=Unsatisfactory, 1=Poor, 2=Satisfactory, 3=Good, 4=Excellent, NA=Not Applicable, DK=Don't Know

Did the contractor comply with contract requirements, accuracy of reports? Was the Statement of Work executed effectively by the contractor in a consistently high quality manner?

0 1 2 3 4 DK

Did the contractor meet milestones, demonstrate reliability and responsiveness to technical directions, complete deliverables on time and adhere to contract schedules (including contract administration)?

0 1 2 3 4 DK

Did the contractor perform within or below budget, use cost efficiencies, perform within estimated costs, submit reasonably priced change proposals, and provide timely, current, accurate and complete billing?

0 1 2 3 4 DK

Was the contractor's S&H program in compliance with contract requirements and protective of workers, public, and the environment?

0 1 2 3 4 DK

Was the contractor effective in subcontract management?

0 1 2 3 4 DK

Did the contractor provide an effective and efficient transition from the previous contractor?

0 1 2 3 4 DK

Did the contractor effectively manage regulatory compliance programs and regulatory interfaces?

0 1 2 3 4 DK

Did the contractor develop and implement an effective quality assurance program?

0 1 2 3 4 DK

Did the contractor manage effectively including cooperation with the technical representatives, the Contracting Officer, and other stakeholders showing flexibility, and being responsive?

0 1 2 3 4 DK

Did the contractor resolve problems encountered on the contract and implement corrective actions in a timely manner?

0 1 2 3 4 DK

Were you as the customer sufficiently satisfied with the overall performance of this contractor, that you would hire this Company again? _____Yes _____No

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

**ATTACHMENT 2
RESUME FORMAT**

Name:

Proposed Position with Offeror:

Key Duties and Responsibilities in Proposed Position:

Current Position and Employer:

Length of Employment:

Supervisor:

Address and Telephone Number:

Experience: (Current and at least two (2) previous employers or positions)
(Identify employers, position titles, dates of employment, specific duties and responsibilities.
Provide written resumes that describe relevant experience. The resumes shall describe how work
experience relates to CCP issues and capability to function effectively in his/her proposed CCP
team position).

Leadership:

Suitability and capability to perform the SOW:

Education:
(Identify institution, degree earned, dates)

Professional Development and Achievements:
(Identify professional memberships, special training, professional registrations, etc.)

References:
(Name, title, company/organization, address, phone number)

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

**ATTACHMENT 3
LETTER OF COMMITMENT**

Letter of Commitment (Instructions: Attach to each resume a complete, signed copy.)

Position: _____

Individual proposed for the position: _____
(print name)

I _____ (print name) attest that the statements set forth in the attached resume submitted as part of the proposal are true and correct.

If the offeror is awarded the contract, I commit to working in the position identified above for the duration of the contract.

Signature

Date