

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR**  
**RESPONDENTS**

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**PART IV – REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR**  
**RESPONDENTS**

**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              | <a href="http://www.arnet.gov/far/">www.arnet.gov/far/</a> |
| Department of Energy Acquisition Regulations | <a href="http://www.pr.doe.gov">www.pr.doe.gov</a>         |

**L.2 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)**

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number-
- (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
  - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business name.
  - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

### **L.3 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)**

- (a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.
- (b) If the prospective contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

### **L.4 GUIDANCE FOR PROSPECTIVE OFFERORS – IMPACT OF TEAMING ARRANGEMENTS ON SMALL BUSINESS STATUS**

- a) This procurement has been set aside for small business. In order to ensure that award is made to an eligible small business, prospective offerors, in consultation with legal counsel, are encouraged to review the Small Business Administration's (SBA) size eligibility standards found at Title 13 of the Code of Federal Regulations, Section 121 (13 C.F.R. § 121). In particular, offerors proposing a joint venture, subcontracting, or another form of teaming arrangement should review 13 C.F.R. § 121.103, *What is affiliation?*, prior to submitting a proposal.
- b) The SBA is the sole authority for making determinations of small business status for small business programs. Such determinations are binding on the offeror and on the CO. Accordingly, a finding by the SBA of affiliation between an offeror and its proposed team member(s) or subcontractor(s) may result in the offeror being found to be other than a small business and therefore ineligible for contract award.
- c) Business concerns are considered to be affiliates of each other if either one directly or indirectly controls or has the power to control the other, or if another concern controls both. In determining whether affiliation exists, factors such as common ownership, common management, and contractual relationships are considered. An offeror will also be found to be affiliated with its subcontractor(s) if the offeror is unusually reliant upon its subcontractors or if the subcontractor(s) will perform primary and vital requirements of a contract.

- d) The SBA has issued extensive decisions concerning its evaluation of affiliation of an offeror and its proposed subcontractor(s). The following examples set forth characteristics that the SBA has reviewed in considering the question of affiliation and may assist prospective offerors in developing any teaming arrangements and their proposals.
- (1) The SBA considers whether proposed subcontracting, partnership, joint venture, or other teaming arrangements contain discrete descriptions of the tasks or work to be performed by each party. The SBA considers whether the offeror or, if the offeror is a joint venture or partnership, the joint venture participants or partners, perform the primary or vital portions of the Statement of Work (SOW). The SBA considers whether teaming arrangements clearly set forth the relationship between the parties, as well as the individual roles and responsibilities assigned.
  - (2) The SBA considers whether there is a clear separation of facilities, employees, and management (decision-making authority) between the offeror and any entities with which it has teaming arrangements.
  - (3) The SBA considers the extent to which the offeror directly employs Key Personnel (Program Manager, Project Manager, etc.).
  - (4) If the offeror is an eligible small business prime contractor, the SBA considers whether the majority of the technical expertise resides with the offeror. If the offeror is an eligible joint venture (see 13 CFR 121.103(f)(3)), the SBA considers whether the majority of the technical expertise resides among the joint venture members.
  - (5) The SBA considers the offeror's profit sharing arrangements with its proposed subcontractor or other entities.
  - (6) In reviewing affiliation between the offeror and its proposed subcontractors or entities with which the offeror has a teaming arrangement, SBA considers the previous contractual or business relationships between the offeror and that entity.

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

- (a) Definitions. As used in this provision-

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

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

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

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

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

- (b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).
- (c) Submission, modification, revision, and withdrawal of proposals.
  - (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(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 modifications or revisions, so as to reach the Government office designated in the solicitation

- by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 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) The Government 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.18 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 or higher. Any written verbiage will be submitted using MICROSOFT Word 97 or higher.

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

The Government anticipates award of two Cost-Plus-Incentive-Fee contract(s) resulting from this solicitation, one for Paducah and one for Portsmouth.

**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 RESERVED****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:

Robert J. Bell, 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 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, DEVIATIONS, OR CONDITIONAL ASSUMPTIONS TO THE TERMS OF THIS SOLICITATION MAY CONSTITUTE A DEFICIENCY THAT MAKE THE OFFER UNACCEPTABLE. IF AN OFFEROR PROPOSES EXCEPTIONS TO THE TERMS AND CONDITIONS OF THE SOLICITATION, DOE MAY MAKE AN AWARD TO ANOTHER OFFEROR THAT DID NOT TAKE EXCEPTION TO THE TERMS AND CONDITIONS.**

#### **L.15 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL**

- (a) If the offeror is proposing on both sites, the offeror must submit a separate proposal for each site and the following requirements apply to each proposal.
- (b) A cover letter for the overall proposal shall be provided which constitutes the first page of the proposal and shall include the information contained in L.5(c)2.
- (c) 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. Larger (11" x 17" maximum) fold out sheets are allowed only for maps, charts, graphs, tables, figures and exhibits and will be counted as two pages. 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 maps, charts, graphs, tables, figures and exhibits 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).

| <b>Proposal Volume – Title</b> | <b>Copies Required</b> |
|--------------------------------|------------------------|
| Volume I – Offer               | 5                      |
| Volume II – Technical Proposal | 10                     |
| Volume III – Cost/Fee          | 10                     |

- (d) 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.

- (3) DUNS Number. The offeror shall provide its DUNS Number as described in provision L.2, in Block 15A of the SF 33.
- (4) 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 except those exceptions or deviations taken as set forth in Section L.16.(k) below.
- (5) Submission of Information for Contract Clauses.
  - a. An Offeror does not need to submit in its proposal the complete language from contract clauses that require information. 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 B.1.4, G.7 and H.5).
  - b. An Offeror who takes an exception(s) or deviation(s) need not submit in its proposal the complete contract clauses that are the subject of an acceptance or deviation. Rather, offerors need only to submit those pages on which an exception(s) or deviation(s) is taken in accordance with Section L.16.(k) below.
- (6) Complete Section B, entitled "Incentive Structure" of the RFP.
- (c) Representations, Certifications, and Other Statements of Offerors, fully executed according to the instructions contained in Section K.
- (d) Complete OMB Standard Form (SF) 328, "Certificate Pertaining to Foreign Interest." The instructions for the form are provided in the clause entitled "Facility Clearance" in Section I. Copies of the SF 328 are provided in Section J, Attachment 10. An electronic "fillable" version of the form is available at: <http://www.dss.mil/seclib/forms.htm>.
- (e) If the offeror is a joint venture, LLC or has a major subcontractor (over \$5M contract value in any one year), the offeror shall 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(t)(1)).
- (f) 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.
- (g) A statement regarding the offeror's evaluation of conflicts of interest and organizational conflicts of interest (OCI). This shall include conflicts of interest with existing or proposed subcontractors at the site. If any conflicts exist with the

offeror or its team, a mitigation plan shall be included, detailing how the offeror shall mitigate the problem. An OCI may make an offeror unacceptable for award.

- (h) 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.
- (i) 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.
- (j) The acknowledgment(s) of receipt of all amendments, if any, to this RFP.
- (k) 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 TO THE TERMS OF THIS SOLICITATION MAY CONSTITUTE A DEFICIENCY THAT MAKE THE OFFER UNACCEPTABLE. IF AN OFFEROR PROPOSES EXCEPTIONS TO THE TERMS AND CONDITIONS OF THE SOLICITATION, DOE MAY MAKE AN AWARD TO ANOTHER OFFEROR THAT DID NOT TAKE EXCEPTION TO THE TERMS AND CONDITIONS.**

#### **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 SOW. The offerors shall address each section of the SOW. No cost information shall be included in the Technical Proposal.
- (b) The format and content of Volume II, Technical Proposal, shall consist of the following components.

**I. TECHNICAL APPROACH, INTEGRATION AND SCHEDULE** (This section shall not exceed 40 pages including exhibits)

The offeror shall describe its technical approach to address all SOW activities for the proposed site(s). In particular, the offeror shall address in more detail its work processes, methods and innovations for the following SOW activities:

|                 |          |  |
|-----------------|----------|--|
| Paducah SOW:    | C.1.1.1  | Source Control   |
|                 | C.1.1.2  | Plume Containment  |
|                 | C.1.2.2  | DOE Material Storage Areas (DMSA)                              |
|                 | C.1.3.1  | D&D of C410/420 Complex  |
|                 | C.1.4    | Soils  |
| Portsmouth SOW: | C.2.1.1. | Quadrant II Remedial Actions                                   |
|                 | C.2.1.3  | Inactive Facilities Removal                                    |
|                 | C.2.2    | Waste Management, Storage Operations, and Facility Maintenance |
|                 | C.2.4    | Gaseous Centrifuge Enrichment Plant Activities                 |

The offer shall also describe its approach, methods and processes for the integration and interfaces with other contractors and private corporations on site. This includes its own organizational structure and description of the roles of the lead organizational managers, methods of resolving disputes and addressing issues, approach to transition including continuation of remediation activities, seamless transition of human resources, and strategy for assumption of subcontracts.

The offeror shall provide its integrated schedule of the Portsmouth or Paducah Site to achieve completion of the SOW by September 30, 2009 within the annual funding limitations (provided in Section B) and the funding restrictions (provided in Section J- Att. 5.1 and 5.2) while achieving regulatory milestones. The level of detail for the schedule shall correspond at a minimum to one level below the WBS provided in Section J – Att. 5.1 and 5.2.

**II. KEY PERSONNEL**

The offeror shall provide written resumes for the three proposed key personnel listed by the offeror in Section H.5 of the proposal that describe his/her education, leadership, relevant experience, suitability and capability to perform the SOW. The offeror may not propose the same key personnel for both sites. The resumes shall describe how work experience relates to the site issues and capability to function effectively in his/her proposed position. The resumes shall be provided in the format shown in Section L, Attachment 2. Letters of Commitment shall be provided in the format shown in Section L, Attachment 3. The Letter of

Commitment does not count toward any page limit. Failure to submit Letters of Commitment may result in a lower rating.

Each resume shall not exceed two (2) pages in length. The DOE will not evaluate any pages exceeding page limitations. Offerors are advised that the DOE 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 personnel.

See Section L.22 for instructions on oral interviews.

**III. EXPERIENCE** (This section shall not exceed 10 pages including exhibits.)

The offeror shall submit a listing of its relevant work experience over the past three years and, if any, its members in a joint venture and/or LLC and major subcontractors (over \$5 million in any given year) that demonstrates its experience in performing similar type work activities and the ability to perform the SOW. The contractor shall provide a correlation of the work scope and the complexity of activities, duration, and/or risk of prior experience to that in the SOW. Also, the offeror shall provide a point of contact, phone number, contract number, issuing entity, contract cost/price, contract type, and term of contract.

**IV. PROJECT AND RISK MANAGEMENT** (This section shall not exceed 10 pages including exhibits).

The offeror shall describe its approach towards project and risk management, including proposed systems and processes specific to this project sufficient to effectively define, plan, integrate, and administer all the diverse activities while integrating safety and quality into the overall project.

The offeror shall identify the work scope uncertainties that, in its opinion, presents the most significant impact to project cost and schedule (not to exceed five). The offeror shall provide its proposed approach to eliminate, avoid or mitigate those uncertainties consistent with its proposed approach to managing risk.

**V. PAST PERFORMANCE** (No page limit)

- (1) The offeror shall provide the Past Performance Questionnaire and Transmittal Letter (Section L, Attachment 1) for up to three references for contracts similar in type, scope, complexity or risk completed or in progress during the past three years. The Past Performance Questionnaire and Transmittal Letter shall be provided for the offeror as well as the joint venture members, LLCs, and any major subcontractors (over \$5M contract value in any one year). The offeror shall request that the references return the Past Performance Questionnaire and Transmittal Letter **directly to the**

**address identified in Section L.19.** Offerors should allow adequate time for the completed forms to be returned to the DOE by the proposal due date.

- (2) The references should be provided for work done only by the proposing division/segment of the offeror's firm, not the firm in general. If the offeror does not have a record of relevant past performance information or if such information is not available, the offeror will be evaluated neither favorably nor unfavorably. In the case of a joint venture, LLC, formed for the purpose of competing for this contract, the offeror shall submit past performance information for the members that comprise the newly formed entity.
- (3) 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.
- (4) The offeror shall provide a list of contracts terminated (partially or completely) within the past three years, including the contract number, dollar amount of contract, brief description of SOW, reason for termination, sponsoring agency, and name and telephone number of the CO. This shall include joint venture partners, members of an LLC, and major subcontractors.
- (5) Offerors are advised that the DOE may contact any or all references in its proposal and from 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.

**L.18 PROPOSAL PREPARATION INSTRUCTION - VOLUME III, COST AND FEE PROPOSAL (No page limit)**

- (a) All cost and fee information shall be included in Volume III of the proposal. None of the information contained in Volume III should be included in any other proposal volumes unless specifically requested in this solicitation.
- (b) Separate Cost Proposals are required for Portsmouth and/or Paducah.
- (c) The offeror shall propose a cost and fee by fiscal year and total, including the allocation base. The offeror shall clearly define its fee percentage. The offeror shall describe the rationale for its proposed target fee, the maximum and minimum fee, and its proposed share ratio. This shall also include a description of how the fee relates to the offeror's assumption of cost risk.
- (d) The cost proposal shall include a breakdown of cost correlated with the SOW and consistent with its technical proposal and the Work Breakdown Structure (see

Section J, Attachment 5.1 and 5.2 “Work Breakdown Structure” including funding restrictions per fiscal year). 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. The cost proposal shall be provided by major cost elements: direct labor (including labor categories, direct labor hours and direct labor rates for each category), fringe benefits (if applicable), direct labor overhead (if applicable), material, material handling overhead (if applicable), equipment (including capital investments), supplies, travel, relocation, other direct costs, joint venture/LLC member/major subcontractors (shall be individually estimated and provided for by major cost elements as described in this paragraph), and General and Administrative (G&A) costs (if applicable).

- (e) If the offeror excludes any costs from its offer based on proposed cost saving innovations or risk mitigations (such as for the work scope uncertainties identified in Section L.17.IV), the offeror shall provide sufficient cost information to support its assertion, including its computations and any assumptions used. For innovations or risk mitigations included in offers, the offeror shall identify where the cost information is located within its offer.
- (f) The offeror’s cost proposal shall identify the proposed costs for all joint ventures, LLC members, or major subcontractors to the detail required herein. Joint ventures’, LLC members’, and major subcontractors’ cost proposals shall be provided by the offeror, which reconcile to the proposed costs in the offeror’s proposal correlated with the SOW and consistent with its technical proposal. Cost and financial data shall be fully supported. Offerors shall clearly indicate (1) what data is existing and verifiable, (2) judgmental factors applied in projecting from known source data to the estimate, (3) amount and justification of contingencies or lack thereof, (4) key assumptions (not in conflict with the SOW), and (5) the basis for each cost element. If the offeror’s proposal assumptions are inconsistent with the SOW, the offeror’s cost proposal may be adjusted during the establishment of the probable cost to the DOE.
- (g) The offeror shall provide a detailed estimate for each indirect rate (fringe benefit, material handling, labor overhead and G&A, if applicable) proposed by fiscal year. The detailed estimate should include cost, by cost element, for the allocation pool and the allocation base. The offeror shall compute all of the indirect rates by fiscal year. If the offeror is a joint venture, LLC, or major subcontractor this data shall be provided for each entity.
- (h) All pages in the Volume III Cost Proposal, including forms, tables and exhibits must be numbered and identified in a volume table of contents. The cost proposal shall be sufficiently complete so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on the cost proposal.

- (i) The DOE reserves the right to request any additional supporting information deemed necessary to properly evaluate the Volume III Cost Proposal. These requests will be considered clarifications pursuant to FAR 15.306.
- (j) Transition Cost:
  - (1) Transition period is the time between award of the contract and the beginning of the contract period of performance. For the purposes of cost proposal preparation the offeror shall assume a 45 calendar day transition period.
  - (2) The offeror shall provide a transition cost estimate that is of sufficient detail to allow for evaluation of the reasonableness and cost realism of the proposed effort. The information submitted may be in the offeror's preferred format but shall address the cost of the transition period by major transition activity. Proposed costs shall be broken down by the following major cost elements: direct labor (including labor categories, and labor hours and labor rates in each category), indirect cost allocations (by pool type and rate), relocation, travel, materials, supplies, subcontracts, and all other cost elements related to the period of transition.
- (k) The DOE will evaluate the reasonableness, cost realism and completeness of the proposed effort.
- (l) Proposed costs shall be provided based on the DOE's fiscal year ending September 30 beginning with the year of award. For purposes of the proposal, offerors should assume the award will be made on July 2, 2004. The offeror shall also provide a summary of annual and total cost proposed which should reconcile to the costs proposed per the paragraph (d) above.
- (m) The offeror shall identify the escalation factors used for each fiscal year.
- (n) The offeror shall provide the name, address and telephone number of the cognizant Administrative CO and the cognizant Defense Contract Audit Agency (DCAA) office, if any. Additionally, the offeror shall provide the name, address, and telephone number of person(s) authorized to provide any clarifying information regarding the Volume III Cost Proposal. If the offeror is a joint venture, LLC, or has major subcontractor(s) (over \$5 million in any one given year), this data must be provided for each entity.
- (o) The offeror shall identify by contract number, Federal agency, dollar amount, and description of work all cost-type Government contracts currently open that exceed \$1 million. If the offeror is a joint venture, LLC, or a major subcontractor (over \$5 million in any one given year), 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.

- (p) 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 costs through the use of an indirect costing rate, an explanation is required to describe costs 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, LLC, or a major subcontractor (over \$5 million in any one given year), this data must be provided for each entity.
- (q) The offeror shall briefly describe its accounting system and the adequacy of that system for reporting of costs 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, LLC, or major subcontract (over \$5 million in any one given year), this data must be provided for each entity.
- (r) The offeror shall provide a current balance sheet and a statement of operations (profit/loss) statement covering all quarters completed in the current fiscal year and projected data for the remainder of the fiscal year. Additionally, 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, LLC, or major subcontractor (over \$5 million in any one given year), this data must be provided for each entity.
- (s) If the offeror is a joint venture, LLC, or major subcontractor (over \$5 million in any one given year) and these entities are covered by Cost Accounting Standards (CAS), the entities shall submit its most recent 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.
- (t) In order to determine the offeror's compliance with the Limitations on Subcontracting (FAR 52.219-14), the offeror must provide the following:
- (1) If the offeror is a joint venture/LLC member and/or has major subcontractors, the offeror must provide a copy of the joint venture or LLC 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 paragraph (d)). Indicate the percent of contract performance for personnel as defined in subparagraph (2) below:
  - (2) The offeror shall provide a chart breaking out the personnel costs as follows. The cost should be broken out as described in paragraph (d) for

the offeror, and/or each joint venture/LLC member, and/or each major subcontractor further by cost incurred for personnel (showing calculations). Cost should include direct labor costs and any overhead, which has only direct labor as its base, plus the concern's general and administrative rate multiplied by the labor costs divided by total personnel cost.

**L.19 TIME, DATE AND PLACE PROPOSALS ARE DUE**

All proposals must be received at the following address by 4:00 PM EST, **March 16, 2004**. Hand-carried packages can be delivered between the hours 8:00 AM to 4:00 PM on Government workdays.

U. S. Department of Energy  
Portsmouth-Paducah Project Office  
Attn: Robert J. Bell, Contracting Officer  
43 New Garver Road, Suite B  
Monroe, OH 45050-1434

**SOLICITATION NO. DE-RP24-04OH20179**

**L.20 AVAILABILITY OF REFERENCED DOCUMENTS**

Referenced documents are available electronically for offeror information only and for use in connection with the RFP on the Ohio Field Office web page with links to the Portsmouth and Paducah Projects. 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/pppo\\_seb/remediation/index.html](http://www.ohio.doe.gov/pppo_seb/remediation/index.html)

**L.21 QUESTIONS ON SOLICITATION**

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

[ppporemediation@ohio.doe.gov](mailto:ppporemediation@ohio.doe.gov)

Questions and responses will be posted on the Portsmouth Paducah Project Office RFP link at [http://www.ohio.doe.gov/pppo\\_seb/remediation/index.html](http://www.ohio.doe.gov/pppo_seb/remediation/index.html). The actual questions and their answers will not be incorporated through an amendment to the solicitation unless so stated in the answer.

## L.22 INSTRUCTIONS - ORAL INTERVIEWS

- (a) General. Upon receipt of proposals, the CO will schedule a date, time and location for oral interviews. Offeror's Key Personnel shall participate in person (unless there are extenuating circumstances that have been approved in advance by the CO) in oral interviews with the Source Evaluation Board (SEB) and designated advisors. At the discretion of the offeror, one additional corporate official may attend the oral interviews as an observer. The oral interviews will relate solely to the evaluation of "Key Personnel" (Section M.4.II) of this RFP. The oral interviews constitute part of the proposal for purposes of evaluation, but it is not DOE's intent to incorporate any portion of the oral interviews into any contract resulting from this solicitation. The oral interviews will not constitute "communications" or "discussions" as defined in FAR Part 15 nor will they obligate DOE to conduct discussions, or to solicit proposal revisions.
- (b) Oral Interviews. The oral interviews will not exceed two (2) hours in total per offeror. The SEB will evaluate the oral interviews against the Evaluation Factor in Section M.4.II. The focus of the oral interview questions shall be leadership, relevance of experience, suitability, capability to perform the SOW, understanding of site issues and capability to function effectively in his/her proposed team position. The proposed Key Personnel shall respond to the questions orally within the specified time frame. Questions will not be provided in advance. If there is an inconsistency between what is written in a proposed Key Personnel's resume and information provided orally, the written resume will take precedence.
- (c) Copies of Oral Interviews. The oral interviews may be recorded by the DOE. No other recording devices of any kind are permitted. The offerors are not authorized to bring written materials to the oral interviews. No written transcripts will be prepared or provided.

## L.23 ALTERNATE PROPOSALS

Alternate proposals are not solicited and will not be evaluated.

## L.24 PREAWARD SURVEY

The DOE 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 INTENTION TO PROPOSE

To enable DOE to anticipate the number of submissions to be evaluated, please provide an e-mail to the following address: [rj.bell@fernald.gov](mailto:rj.bell@fernald.gov) identifying the following within one week after the Pre-Proposal Conference:

Name of Offering Entity

Address

Phone

Point of Contact

Joint Venture members, LLC members, or major subcontractors, if any

## **L.26 PREPROPOSAL CONFERENCE**

- (a) A preproposal conference for the PPPO RFP (Portsmouth and Paducah) will be held on or about January 28, 2004. The time and location will be announced on the SEB web page.
- (b) Any interested company may submit a request to attend the preproposal conference to the following email address: [ppporemediation@ohio.doe.gov](mailto:ppporemediation@ohio.doe.gov). There is a limit of three representatives per company. Requests shall include: company name, name of individual, title of individual, citizenship and phone number no later than 4:00 P.M. three working days prior to the announced date. 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. DOE may answer some questions during the conference. In addition, 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. All questions and answers will be posted on the SEB web page.

## **L.27 LIST OF ATTACHMENTS**

Attachment 1 – Past Performance Questionnaire and Transmittal Letter

Attachment 2 – Resume Format

Attachment 3 – Letter of Commitment

**Past Performance Questionnaire and Transmittal Letter**

Date:

To:

Company Name:

Phone Number:

Fax Number:

The Department of Energy (DOE), Ohio Field Office is asking for your assistance in a procurement effort. (Offeror's name) is participating in a proposal for the (indicate either Portsmouth or Paducah or both) Site Remediation. We are asking you to complete the attached questionnaire to help DOE evaluate (Offeror's name) performance in several areas. In accordance with Federal Acquisition Regulation Part 15.306 your identity as a provided of this information will not be disclosed to other parties.

Contract Number of Reference:

Project Title:

Date of Contract:

Commenced:

Completed:

Initial Contract Cost:

Final Amount Invoiced or Invoiced to date:

Location of Work:

Description:

Status:

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.

### Past Performance Questionnaire

Name of company/organization evaluated:

Project title:

Dates of work performed:

Contract amount:

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 provide both the completed questionnaire, the questionnaire cover page, and the transmittal letter, **directly** to the following address by 4:00 PM EST, **March 16, 2004**. Hand-carried packages can be delivered between the hours 8:00 AM to 4:00 PM on Government workdays.

U. S. Department of Energy  
Portsmouth-Paducah Project Office  
Attn: Robert J. Bell, Contracting Officer  
43 New Garver Road, Suite B  
Monroe, OH 45050-1434

Questionnaire completed by (individual name):

Title:

Telephone:

Company name and address:

**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 NA 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 NA 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 NA 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 NA DK

Was the contractor effective in subcontract management?

0 1 2 3 4 NA DK

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

0 1 2 3 4 NA DK

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

0 1 2 3 4 NA DK

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

0 1 2 3 4 NA 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 NA DK

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

0      1      2      3      4      NA      DK

As the customer, were you sufficiently satisfied with the overall performance of this contractor, that you would hire this Company again?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

Company being evaluated: \_\_\_\_\_

Company providing the past performance evaluation: \_\_\_\_\_

**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. Describe relevant experience. Describe how work experience relates to the RFP SOW issues and capability to function effectively in his/her proposed position).

Leadership:

Suitability to proposed position and capability to perform the SOW:

Education:

(Identify institution, degree earned, date of degree(s) or date(s) of attendance if no degree)

Professional Development and Achievements:

(Identify professional memberships, special training, professional registrations, etc.)

References:

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

**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