

PART IV – REPRESENTATIONS AND INSTRUCTIONS**SECTION L****INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****TABLE OF CONTENTS**

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L.1 PROPOSAL CONTENT/SUBMITTAL DATA

(a) Definitions

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

“Offer” means Parts I, II, III, and IV (Section K only) of the Uniform Contract included with this RFP, including responses to any fill-ins within the Uniform Contract, and the signed Performance Guarantee.

“Offeror” means the single legal entity submitting the offer. The entity may be a corporation, a joint venture, a limited liability corporation, a limited liability partnership, or any other legal entity, and may be preexisting or newly formed for the purpose of competing for this contract. For purposes of this RFP, the word “Contractor” means the same as the word “Offeror.”

“RFP” means the same as “solicitation.”

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

(b) General

- (1) The proposal consists of Volumes I, II, and III, as set forth in Sections L.3, L.4, and L.5, and Volume IV, Section K of the Uniform Contract.
- (2) Section L provides instructions and other information related to the preparation of a proposal. Offerors are cautioned to follow these instructions carefully in order to assure the Government receives consistent information in a form that will facilitate proposal evaluation. These instructions and the information contained in these instructions are not evaluation factors for this solicitation. The evaluation factors are contained in Section M.
- (3) The offer must contain the Offeror’s best terms since the Government intends to award a contract without discussions. The Government reserves the right to conduct discussions (see the clause in Section L entitled, FAR 52.215-1 “Instructions to Offerors-Competitive Acquisition”). A proposal shall be eliminated from further consideration before the initial ratings if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal shall be deemed unacceptable if it does not represent a reasonable initial effort to address the essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. Any exceptions or deviations to the terms and conditions of the contract may make the

offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the contract, the Government may make an award without discussions to another Offeror that did not take exceptions to the terms and conditions of the contract.

- (4) Offerors shall submit electronic copies of the proposal in accordance with Section L.18 as well as hard copies of the three (3) separate volumes to the address in A.8 as follows:

Volume I - Standard Form 33 and Other Documents – Two signed originals, 15 copies, and ten CD-ROMs with key word search capability.

Volume II – Approach and Capabilities Proposal – One original, 15 copies and ten CD-ROMs with key word search capability.

Volume III - Cost Proposal – One original, 15 copies and ten CD-ROMs with key word search capability. All cost information is to be included in this volume.

Note: Microsoft Word and Microsoft Excel (compatible with Microsoft Office version 2003) or Adobe pdf files (for Volumes I and II) are the required formats for the information provided.

- (c) Page Limitations

Volume I has no page limitation.

Volume II has a 100 page limitation that can be utilized at the discretion of the Offeror.

Volume III has no page limitation.

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

- (1) Except for foldouts, pages shall not exceed 8.5 x 11 inches. Each page shall have top, bottom, left, and right margins of at least one inch. Page numbers, Offeror name and/or logo, any restrictions on offer disclosure, and the RFP number are the only text that may be displayed within the margins. When both sides of a sheet contain printed material, they shall count as two pages. Offerors may not incorporate material by reference to circumvent the page limits. Tables of contents, lists of figures, divider tabs, and similar inserts shall not be counted as a page UNLESS they include other text.
- (2) Graphs, tables, spreadsheets, and foldouts where necessary or permitted shall have a font size of 8 point or larger and shall use Arial font type. All other text shall have a font size of at least 11 point, shall be single-spaced,

and shall use Arial font type. Colors may be used for headings, graphs, tables, and to set out areas of text Offerors want to emphasize. Offerors are cautioned to avoid colors that may make the text hard to read. Offerors may choose any font and font size they like for text that may be displayed in the margins.

- (3) Foldouts are only permitted for large tables, charts, graphs, diagrams, and other schematics, not for pages of text. They shall not exceed 11 x 17 inches. Foldout pages shall fold entirely within the volume. Each page of the foldout shall have top, bottom, left, and right margins of at least one inch. Page numbers, Offeror name and/or logo, any restrictions on offer disclosure, and the RFP number are the only text that may be displayed outside the margins. Each page of a foldout shall count as two pages. Where both sides of a foldout contain printed material, they shall count as four pages.
- (4) The Government will not evaluate any pages that exceed defined page limits.
- (d) The original offer shall contain the signed originals of all documents requiring a signature. Copies of signed originals may be used in all other copies of the offer.
- (e) Signed contract - The "Solicitation, Offer, and Award" (Standard Form 33, page 1 of the RFP) shall be fully completed and signed.
- (f) Acceptance Period. The acceptance period entered on the Standard Form 33 shall not be less than 220 days.
- (g) Proposals shall conform to all solicitation provisions. To aid in evaluation, proposals shall be clearly and concisely written, neat, and follow the format described in these instructions.

L.2 COVER LETTER

- (a) Provide a cover letter with the offer (Volume I, See L.3) that includes the following:
 - (1) The solicitation number.
 - (2) Names, addresses, titles, telephone and facsimile numbers, and electronic addresses if available, of persons authorized to negotiate on behalf of the Offeror in connection with this solicitation. Include the same information for the person authorized to sign the offer.
 - (3) The name, address, title, telephone and facsimile number, and electronic address if available, of the person the Government may contact, if necessary, during the evaluation.

- (4) The complete formal name and address of each team member. Also provide the Dun & Bradstreet LTD (DUNS) number for each team member.
 - (5) The names, addresses, telephone and facsimile numbers, and electronic addresses, if available, or representatives of the Government agency having audit or administrative cognizance over each team member.
 - (6) A statement that the Offeror grants to the DOE and its authorized representatives, the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation.
- (b) The cover letter will not be evaluated.

L.3 VOLUME I: OFFER AND OTHER DOCUMENTS

Volume I consists of:

- (a) Cover Letter (as described in L.2 above)
- (b) Other required documents and information:
 - (1) Fully executed Standard Form (SF) 33;
 - (2) A full and completed Section B, including the cost and fee information required in Sections B.3 and B.4;
 - (3) Offeror Representations and Certifications (Section K);
 - (4) Define the need for utilization of government furnished facilities, equipment and incumbent contractor personnel on a loaned basis for transition activities. These needs will be subject to agreement with the incumbent contractor.

The acceptance period of 220 days for block 12 of the SF 33 shall apply if the Offeror does not provide the Government with a longer acceptance period.

The person signing the SF 33 shall have the authority to commit the Offeror to all of the provisions of the offer, fully recognizing that the Government has the right to make an award without further discussion.

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

The Offeror's signature also constitutes acceptance and incorporation into the contract of portions of its Approach and Capabilities Proposal described in this solicitation.

- (c) Remittance Address: If the Offeror's remittance address is different from the address shown on the Standard Form 33, the remittance address shall be furnished, including zip code.
- (d) The name of the Offeror's organizational unit or separate business entity, to be responsible for the work proposed.
- (e) The acknowledgments of receipt of all amendments to this RFP.
- (f) Offerors' positive commitment to accept the contract (Sections A through K of this RFP). With regard to Section I, "Contract Clauses," of the RFP, Offerors are not to submit the complete language from all of the contract clauses in their proposals.
- (g) Any exceptions and deviations taken to the terms and conditions of the draft contract: Identify and explain any exceptions, deviations, or conditional assumptions taken with respect to the requirements of the contract. The benefit, if any, to the Government shall be explained for each exception taken or deviation proposed. Any exceptions or deviations may make the proposal unacceptable for award without discussions.
- (h) Offerors are not required to submit the complete language from all of the contract clauses in their offers. Submit in Volume I only those pages that require input of information or a signature.
- (i) Key Personnel, Section J, Attachment F

The Offeror shall provide in Section J, Attachment F, the names and titles for its proposed Key Personnel. Section J, Attachment F, must have a key person for each of the functions below. Key persons for the functions identified will be evaluated. All key personnel identified in Section J, Attachment F, must provide a binding letter of commitment to become full-time employees of the Offeror and be dedicated to full-time support to the AMWTP contract.

Project Manager
 Waste Programs Lead
 Environment, Safety & Health (ES&H) Lead
 Plant Manager
 Lead Legal Counsel
 Business Manager

- (j) Small Business Subcontracting Plan, Section L, Attachment 5, and Small Disadvantaged Business Participation Program Targets Form, Section L, Attachment 6.

Prepare the Small Business Subcontracting Plan and Small Disadvantaged Business Targets as described in the instructions in Section L, Attachment 5. The Plan shall also include all elements required by the clause in Section I entitled, FAR 52.219-9 "Small Business Subcontracting Plan (Alternate II)."

DOE's current small business goals are as follows:

<u>Component</u>	<u>Percent (%)*</u>
General Small Business (SB)	46.4
Small Disadvantaged Business	5.0
Women-Owned SB	5.0
HUBZone SB	3.0
Service-Disabled Veteran-Owned SB	3.0

* All goals are expressed as percentages of the overall procurement volume (Large and Small Business) required by Section I Clause entitled, Small Business Subcontracting Plan. Each of the subcategory percentages is included within the 46.4%.

- (k) Performance Guarantee, Section J, Attachment E

Complete and sign the Performance Guarantee in Section J, Attachment E.

- (l) Responsible Corporate Official, Section H.6

Identify the name of the single responsible official accountable for contract performance in Section H.6.

- (m) A statement confirming the Offeror's acceptance of all terms and conditions of the solicitation and the uniform contract included with the solicitation.

L.4 VOLUME II: APPROACH AND CAPABILITIES PROPOSAL

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

- (d) Volume II has a 100 page limitation that can be utilized at the discretion of the Offeror.
- (e) The Approach and Capabilities Proposal shall fully and specifically respond to each item below.

Criterion 1: Technical Approach

Discuss the technical approach to successfully accomplishing all aspects of the Statement of Work. At a minimum the technical approach discussion must include the following areas and a discussion of why the identified approach assures safe, compliant, efficient and timely contract performance.

- (1) **Waste Processing:** For each Idaho Site waste type described in the Statement of Work (Section C.3 and C.11), describe (consistent with the Work Breakdown Structure), as applicable, the Offeror's approach to retrieval, transportation, characterization (pre and post treatment), treatment, storage, transportation beyond the boundary of the state of Idaho in accordance with the Idaho Settlement Agreement, and certifying the shipment for transportation for disposal off the Idaho Site and other pre and post shipment operations described in Section C.
- (2) **Risk Management:** Provide a draft risk management plan that identifies all known and unknown: (a) regulatory risks; and (b) programmatic risks that could affect project completion or cost. Describe how risks will be proactively identified, eliminated, mitigated, and otherwise managed.
- (3) **Regulatory Compliance:** Describe how project regulatory compliance will be maintained during contract performance (see Section C.8 for several specific requirements).
- (4) **Safety:** Describe how Environment, Safety and Health (ES&H), including Integrated Safety Management (ISM), conduct of operations implementation, and quality assurance, will be emphasized and achieved in performing all aspects of the Statement of Work. The discussion must also include the Offeror's approach to waste minimization/pollution prevention, and implementation of the requirements outlined in 10 CFR 851.
- (5) **Operations Continuity:** Describe how sufficient waste backlogs will be maintained in order to assure continuity of operations where unexpected events (technical, regulatory, or administrative) cause one or more work activities to slow down or stop. Identify what work activities are most vulnerable and what immediate steps will be taken within the first year of operations to address them.

- (6) **Maintenance and Upgrades:** Provide an assessment of what facilities and equipment need upgrades to maximize performance during contract performance and a proposed facility upgrade approach. Describe what steps need to be taken (technical and regulatory), if any, to prepare the facilities and equipment to process the wastes described in the Statement of Work. Describe how facilities and equipment will be (a) maintained and (b) improved during contract performance. Identify how these activities will be performed without affecting completion of the Statement of Work within the identified funding and schedule limits.

Criterion 2: Key Personnel

- (1) Provide the names of the six persons who will perform the following functions:
- Project Manager
 Waste Programs Lead
 Environment, Safety & Health (ES&H) Lead
 Plant Manager
 Lead Legal Counsel
 Business Manager
- (2) Provide a résumé for each key person in accordance with Section L, Attachment 2. Also include as an attachment to the résumé a written letter of commitment from the individual (Section L, Attachment 3). Résumés and letters of commitment are not part of the overall 100 page count limitation. (Each key person must commit a minimum of two years to fulfilling his/her responsibilities to the AMWTP contract.) Describe how the skills, knowledge, and abilities of the proposed candidate make them the right person for their job. Highlight the direct contributions of the individual to the success/problem resolution in their past or current programs and relate how these experiences and attributes support successful contract performance.
- (3) An oral interview of proposed key personnel will be conducted and will affect the overall evaluation for this criterion.
- (i) Purposes of the Oral Interview. The oral interview will be used to evaluate the Offeror's proposed key personnel for the following:
- (A) Their understanding of requirements.
- (B) Their understanding and approach for resolving technical, business management, regulatory, and other issues affecting accomplishment of the work.
- (C) Consistency of their understanding and approach with the written proposal.

- (D) Their leadership ability.
 - (E) Their ability to effectively communicate and work together.
- (ii) How the Government will Conduct the Interview. The oral interview will occur after submission of the written proposal. Members of the Source Evaluation Board (SEB) and others involved in the evaluation of offers and contract award may be present at the oral interview. The oral interview will not change any written materials submitted. The oral interview will not constitute “discussions” as defined in FAR Part 15, Contracting by Negotiation, nor does it obligate the Government to conduct discussions or to solicit final proposal revisions.

The agenda for the oral interview is:

ORAL INTERVIEW AGENDA	
TIME ALLOCATION	ACTIVITY
10 minutes	Introductions and Instructions to Offeror
60 minutes	Questions and Answers
10 minutes	Break
10 minutes	Written Statement of Work Problem – Presented to Offeror (See Note Below)
45 minutes	Offeror Problem Response Preparation Time
45 minutes	Offeror Provides Response
30 minutes	Questions and Answers, Proposed Project Manager only

Note: A written problem will be provided.

The oral interview will consist of three parts: (1) a question and answer period during which the Government will ask predetermined questions for Offeror Key Personnel response; (2) a work problem; and (3) a question and answer period with the proposed Project Manager alone during which the Government will ask predetermined questions for the proposed Project Manager’s response. The Government will strictly enforce oral interview time limits.

- (iii) Scheduling of Oral Interviews. The Government will schedule oral interviews based on a drawing of lots. The Government will notify

Offerors within 10 working days after the deadline for receipt of offers of the date, time, and location of the oral interview, and shall provide any other instructions needed. Offerors will be given a chance to see the room that will be used for the oral interviews in advance of the interview day. Oral interviews will start approximately 20 working days after the deadline for receipt of offers. The Government reserves the right to reschedule the oral interview at its discretion, and the Government will not consider requests to reschedule the oral interview except under extenuating circumstances (e.g., personal sickness, death in the family, or other emergency).

- (iv) Attendees. Each proposed key person must be physically present and participate in the oral interview. Failure of any of these key persons to participate in the oral interview could adversely affect the evaluation. Attendees are prohibited from contacting anyone else during the oral interview.
- (v) Method of Interview. The Offeror may only use DOE-provided flipcharts and markers during the oral interview. DOE will retain all flipcharts for evaluation. The Offeror may not use other electronic communication and/or presentation media, including but not limited to cell phones, PDAs, tele-prompters, audio prompters, Bluetooth[®] technology, etc., during any part of the Oral Interview. Beyond the predetermined questions asked during the Question and Answer period, the Government will only ask questions to address immediate information needs (e.g., unfamiliar words or to request something be repeated because it was not heard clearly).
- (vi) Video/Audio Recording of Oral Interview. The Government will make a video/audio recording of the oral interview including during the Offeror problem response preparation time. This recording will be reviewed as part of the Government's evaluation. Offerors will not make their own video/audio recording, and a copy of the Government's recording of the interview will only be provided after contract award, if requested.

Criterion 3: Capabilities and Experience.

- (1) "Capabilities" refers to the qualifications and abilities of the Offeror. Describe the capabilities of each team member, tying those capabilities to the work it will perform under the AMWTP contract.
- (2) Experience refers to work done by the Offeror in the past. For each team member, provide information on not fewer than three (3) and not more than five (5) projects worked on within the previous five (5) years that are

similar in nature and scope to the work it will perform under the AMWTP contract. For each project:

- (i) Provide the title and physical location of the project.
- (ii) Provide the total estimated cost at time of award of the project and completion costs, including any variances. Also include the cost of work performed by any team member.
- (iii) Describe the project as a whole and the work performed by any team member. Discuss what capabilities were applied on that project that will also be applied to the AMWTP work.
- (iv) Provide project/technical and business points of contact who are familiar with the project and any team member involved. For each contact include the name, title, employer, address, telephone number and email address.
- (v) Describe problems, how they were resolved, and successes directly attributable to the efforts of any team member. Include concerns of customer, regulators, and other stakeholders, and how safety and regulatory compliance were adhered to. Describe how cost, schedule, and scope requirements were met.

Note: Experience of predecessor companies (e.g., a name change, merger, purchase of assets, etc., in which the resources of the current company were owned by a prior company) may be considered if the Government believes that experience is relevant to the evaluation.

Criterion 4: Business Management

Discuss the business plan to assure all aspects of the Statement of Work are accomplished in a safe, compliant, efficient, and timely manner. For each area, identify why the approach, practice, or system was chosen over alternative approaches, practices, or systems. At a minimum, the business plan must include each of the following areas.

- (1) **Business Approach:** Provide, in general terms, the approach to business aspects of contract performance, including the business and financial systems that will be employed and any efficiencies that will be gained by accessing the buying power and technical strengths of team members. Provide a description of the Earned Value Management System (EVMS) that will be implemented. The description shall be sufficient to demonstrate that the EVMS will be compliant with applicable ANSI requirements. Provide the approach to establishing and maintaining an EVMS system, including a schedule for implementation.

Provide an organization structure (e.g., organization chart, responsibility matrix, etc.), including a skill mix assessment and any proposed workforce restructuring actions throughout the life of the contract, and including the proposed initial workforce, consistent with Sections H.19 and H.20. Also provide a brief description of the roles and responsibilities of each position down to one level below the key personnel. The Project Manager shall be considered the first (top) organizational level.

- (2) Employee Incentives: Identify the specific initiatives that will be used to incentivize employees (including market competitive wages and benefits), and subcontractors to perform the work safely and efficiently.
- (3) Contract Transition: Describe the approach to contract transition. In doing so, describe in detail the approach for assuming full responsibility of the AMWTP upon completion of the transition period. See Section C.16.
- (4) Small Business Involvement: Describe approach to small business involvement in significant, complex aspects of the work. Include the extent of participation of small disadvantaged business concerns as well as any mentor protégé relationships to be established under the DOE mentor protégé program. Small business subcontracting goals are listed in Section L.3(j).

Criterion 5: Past Performance

There is a three page limit for each Past Performance Information Form.

Past Performance Information Forms and Past Performance Questionnaires are not part of the overall 100 page count limitation.

- (1) Past performance describes how well the Offeror has performed on relevant projects. For each team member, submit not fewer than three (3) but not more than five (5) completed Past Performance Information Forms (Section L, Attachment 1, one form per project) for projects within the last five (5) years. All of these projects must match the projects identified under Criterion 3, Capabilities and Experience, above.
- (2) The Offeror shall provide a Past Performance Questionnaire (Section L, Attachment 1) and a copy of the completed Past Performance Information Form to the project/technical and contract points of contact identified in Blocks 9(a) and 9(b) of the Questionnaire. These points of contact shall return their completed Past Performance Questionnaires directly to the Source Evaluation Board (SEB) using the facsimile number or e-mail address listed in Section L, Attachment 1. Offerors are responsible for following up with the contact to make sure they complete the Questionnaire and return it to the Government not later than the proposal due date and time stated in Section L.18.

Note: Performance of predecessor companies (e.g., a name change, merger, purchase of assets, etc., in which the resources of the current company were owned by a prior company) may be considered if the Government believes that performance is relevant to the evaluation.

The Government may consider past performance information from other sources not identified by the Offeror.

L.5 VOLUME III: COST AND FEE PROPOSAL

- (a) In accordance with FAR 15.403-5, information other than cost or pricing data is required. The Offeror shall submit the cost estimate information in accordance with FAR 15.408 Table 15-2. All cost and fee information shall be included in Volume III of the proposal. In addition, the cost proposal shall be summarized in the Cost Model at Section L, Attachment 8.
- (b) The Cost and Fee Proposal shall follow the Work Breakdown Structure (WBS) and WBS Dictionary provided as Exhibits C.3 and C.4. Offerors shall provide cost information at or below the lowest level of detail in the WBS (example, 4.3.2). The Cost and Fee Proposal shall include all costs associated with completing the entire SOW.
- (c) For each cost element, the Offeror shall describe the estimating methodology used to determine project cost for that cost element. Cost shall be proposed at the 50% confidence level as described in DOE M 413.3-1. All amounts related to resources or rates used to calculate costs contained in the Cost Model shall be fully supported and include all estimating rationale. Supporting information shall be organized in a manner that facilitates ease of understanding and audit by the Government's auditor. The model shall facilitate tests of reasonableness and realism. The Offeror shall clearly indicate:
 - (1) All verifiable historical data and how it was used in estimate development;
 - (2) Unverifiable judgment;
 - (3) Judgmental factors applied in projecting from known historical or other verifiable source data to the estimate;
 - (4) Assumptions with accompanying statements explaining the impact to project cost, scope, and schedule, and whether the impact is the responsibility of the Government or the Contractor;
 - (5) The basis of estimate for each cost element; and
 - (6) Source(s) of estimate information.

Assumptions shall be provided and not conflict with the SOW or the pricing assumptions identified in (d) below. Where estimated activity costs are significantly higher or lower than supporting actual costs, additional rationale and justification shall be provided. The Offeror is responsible for ensuring that the

Cost Model is current, accurate, and complete, including all calculations made in the Cost Model.

For estimating purposes, the Offeror shall assume that the fringe benefits rate is 48.5% of direct labor bases. The AMWTP June 2008 labor headcount and associated average unburdened direct labor hourly rates are provided as a worksheet, labeled "FTEs and Rates," within the Cost Model for the Offeror's information and use. While it is expected that Offerors will vary labor hours, full-time equivalents (FTEs), and headcount based on their technical approach, only the weighted-average direct labor rates provided are to be utilized in estimating costs of the workforce. This is consistent with Section H.20(e)(3)(i) of the RFP.

- (d) For each WBS cost activity proposed to be performed by a subcontractor, supporting information shall be in the format specified in the solicitation. The provisions of FAR 15.404-3 shall apply to proposed subcontract cost. Subcontract cost estimates must be auditable by the Government auditor and be consistent with the FAR 15.408 Table 15-2.

For purposes of this solicitation and in accordance with FAR 15.401, subcontract cost includes transfer of commercial items between division, subsidiaries, or affiliates of a contractor or subcontractor.

It is expected that during the period of performance the successful Offeror will utilize subcontract labor consistent with the subcontracting goals specified in Section L.3(j). The weighted average hourly rates provided in the cost model are to be used in the development of the Offeror's cost estimate for all labor resources. Subcontract labor hours and labor costs shall be inserted on the Labor Worksheet in a fully transparent manner.

- (e) Because the AMWTP is a stand-alone project/cost objective, all costs normally associated with an indirect rate structure are to be directly estimated in WBS element C.5, Project Support.

If the Offeror includes allocated corporate expenses in its cost proposal, these costs are to be a part of WBS element C.5, and the details of those allocated corporate expenses are to be fully supported in its detailed supporting estimate. Examples of typical allocated indirect pool costs can include company level management, administrative business support functions, etc. All such activities must be captured and delineated in WBS element C.5. Offerors are to include these costs as other direct costs (ODC) in the Government's Cost Model in the Other Direct Costs worksheet.

- (f) The Cost and Fee Proposal must also include:
- (1) A description of the proposed accounting system, why the system is adequate for reporting Government cost type contracts and a statement that the system is in compliance with the applicable Cost Accounting

Standards. The Offeror shall also identify the cognizant Government auditor that has formally approved the accounting system and rates or state that there has been no approval.

- (2) For DOE’s use in determining responsibility under FAR 9.1, the Offeror and each team member must provide audited/certified financial statements for the three most recent completed accounting periods. Financial Statements must include a balance sheet, statement of operations (profit and loss), statement of changes in financial position, the most recent Securities and Exchange Commission (SEC) filings (10K and 10Q), and any explanatory notes for each financial statement. If the Offeror is newly formed and does not have these statements, provide other information sufficient for the Contracting Officer to determine Offeror responsibility under FAR 9.1, including adequate financial resources or the ability to obtain them.
- (3) **A proposed Estimated Cost and available fee that exceeds the requirements of Section B, or that has a maximum fee exceeding 10% of the estimated cost (excluding transition cost), is unacceptable and may prevent award of a contract to the Offeror in the event an award is made without discussions. No more than 70% of the fee can be applied to B.4(a). Also, if evaluated cost and fee (price) exceeds the specified funding ceiling in the table below, the offer is unacceptable and may prevent award of a contract to the Offeror in the event an award is made without discussions. No proposal shall include a base fee.**
- (4) To assist in preparation of proposals, DOE has provided an anticipated funding profile in Table L.1 below. Proposed costs and fee shall be provided based on Fiscal Year, defined as the period October 1 to the following September 30. For example, FY 2009 is the period October 1, 2008, through September 30, 2009.

Table L.1 provides the Government’s good faith estimate as of the date of the solicitation of future available funding. This funding profile is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this funding profile. Available funds depend on Congressional appropriations and priorities within the DOE.

Table L.1 – Anticipated Funding Profile

	FY 2009-10*	FY 2010	FY 2011	FY 2012	FY 2013	FY 2014	FY 2015	Total
Funding Ceiling	\$2.0M*	\$127.0M	\$129.5M	\$132.1M	\$134.8M	\$137.5M	\$140.2M	\$803.1M

*Transition costs ceiling (proposed costs to be inserted in Section B.3(b)).

- (g) If the Offeror is part of a consortium, joint venture, or other teaming arrangement, the team shall share in the contract fee structure. Separate fee will not be paid to teaming members or subcontractors by the Government.
- (h) For purposes of preparing the Cost and Fee Proposal, the Offeror shall make the following pricing assumptions:
 - (1) Use the annual cost estimates listed below for the mandatory services to be purchased from the INL contractor in accordance with WBS element C.13 and further described in Section J, Attachment G. Costs in the table have been escalated at 2.5% per year and need no further escalation.

Mandatory Services	FY 2010 (000)	FY 2011 (000)	FY 2012 (000)	FY 2013 (000)	FY 2014 (000)	FY 2015 (000)	Total (000)
Fire Department	\$1,109	\$1,194	\$1,318	\$1,491	\$1,729	\$2,056	\$8,897
Emergency Operations	\$36	\$39	\$43	\$49	\$56	\$67	\$290
Wireless Design and Support	\$82	\$89	\$97	\$110	\$128	\$152	\$658
Power Management	\$1,065	\$1,147	\$1,266	\$1,432	\$1,661	\$1,974	\$8,545
Total	\$2,292	\$2,469	\$2,724	\$3,082	\$3,574	\$4,249	\$18,390

- (2) Assume that 10% of the stored waste (boxes, bins, and drums) in the earthen covered berms located within the Transuranic Storage Area/Retrieval Enclosure are breached, damaged, degraded, or of questionable structural integrity.
- (3) Assume that DOE will provide transportation assets for shipment of waste (AMWTP plus Accelerated Retrieval Project (ARP)) to the Waste Isolation Pilot Project (WIPP) at a rate of 15 shipments per week for 48 weeks per year.
- (4) Assume the costs listed below for managing the Central Characterization Project (CCP). These numbers are based on an overall cost of \$18.0M per year, exclusive of fee, adjusted for economic escalation at a rate of 2.5% per year. These numbers reflect the Contractor’s 50% cost share for CCP management through the end of the ICP contract (September 30, 2012). The Contractor shall be responsible for the full cost of all CCP activities after the end of the ICP contract in accordance with Section C.4.2..

FY2010	FY2011	FY2012	FY2013	FY2014	FY2015
\$9.00M	\$9.23M	\$9.45M	\$19.38M	\$19.87M	\$20.37M

- (5) Assume escalation for labor base cost is 2.5% annually.
- (6) Assume that escalation for all other costs not specifically outlined in this section is 2.5% annually.

- (7) Assume the cost for waste processing services provided by the ICP contractor for the RH waste discussed in Section C.3.1 Remote-Handled Waste will be \$200K/m³.
- (8) Assume that the 3,600m³ of offsite debris CH-TRU waste described in Section C.3.4 will be received at a rate of three shipments per week throughout the contract period (use 600m³/year). Assume that this waste is processed through the treatment facility, including compaction. Assume that incremental costs for processing this waste (e.g., for waste stream approval, unloading HalfPACTS, consumables for supercompaction, and disposal of secondary waste) will be recovered from the offsite generator.
- (i) Submit an electronically encoded cost summary (Section L, Attachment 8) in support of the cost proposal using Microsoft ExcelTM version 2003 on virus-free CD(s). This model must be consistent with and duplicate formulas reflected in the paper copy of the cost proposal. The electronic model shall sum and correlate exactly to the WBS and be in working order and editable (e.g., sums via equations, no locked cells, no Adobe files, or values that are “read only” formats and be immediately printable and readable on standard 8.5” X 11” paper). Annual rate and fee calculations shall be provided as part of Volume III of the proposal and, in addition, be included in the Cost Model.
- (j) **COST MODEL INSTRUCTIONS (GENERAL):**

The Cost Model is provided by DOE as a method of common summarization of the results of the Offeror’s estimating within their own respective systems. It is not meant as a replacement for those systems. A complete, supported estimate shall accompany the Cost Model in Volume III of the proposal. The Offeror shall include the name and phone number of its point of contact (POC) on the Summary Worksheet, in addition to the information required above. The Offeror shall include the name, address, and phone number of its cognizant Government auditor.

The Offeror’s estimate shall be cross referenced by WBS by year from the Cost Model’s Cross Reference column to its detailed cost estimate. Adequate cross references may include volume references, tab numbers, page numbers, paragraph numbers, etc. where corresponding information is found. All supporting detail and rationale for the estimate shall be included in Volume III of the proposal. A readable paper copy and an electronic copy of the Cost Model, using Microsoft ExcelTM version 2003, shall accompany the offer.

In all respects, the Cost Model that summarizes estimated cost shall be consistent with and traceable to section C of the RFP. Waste quantities used to construct the Cost Model shall be consistent with Section C.3.1 and its supporting paragraphs within Section C, and the assumptions made on how much waste will be disposed as TRU versus MLLW shall be provided. Also include 3,600m³ of additional

quantities as identified and described in Section C.3.4. The total waste volumes to be utilized for cost estimating are therefore 30,000m³ of AMWTP waste plus 3,600m³ of other waste from C.3.4 totaling 33,600m³. The Offeror **shall not** forecast costs associated with waste inventories described in Section C.11.

COST MODEL INSTRUCTIONS (SPECIFIC):

Offeror Cost Model Input Instructions: *All areas in the RFP Section L, Attachment 8, Cost Model requiring Offeror input have a yellow background. All white background cells are protected and must not be changed.*

Instructions Worksheet:

The instruction worksheet provides additional guidance as to the physical characteristics of the Cost Model and how Offerors are intended to use the model.

FTEs and Rates Worksheet: For proposal preparation purposes, the Offeror shall use the applicable direct labor rates located under the tab named FTEs and Rates in the RFP Section L, Attachment 8, Cost Model for incumbent workforce employees and subcontract employees projected to perform under the contract. The direct labor rates provided in the Cost Model represent the weighted average straight time hourly labor rates of the incumbent and subcontract labor force currently employed on the AMWTP. Any premium differentials (such as overtime, shift differential, etc.) shall be computed by the Offeror.

Cost Summary Worksheet:

The Cost Summary worksheet automatically summarizes total values from the subordinate worksheets that follow it in the model. The only input required is for row 22, representing the Offeror's proposed fee amount. Results of the calculations in the Cost Summary shall represent the Offeror's proposed Estimated Cost for the contract period by year and in total.

Labor Worksheet:

The labor cost element represents all AMWTP human resources charging to the project for day-to-day work to meet the objectives of the SOW. These resources include managers, technical leads, administrative support, technicians, specialists, engineers, etc.

The Labor worksheet shall summarize the Offeror's estimated labor requirements by WBS by year. Each year of the contract has an individual, specified area in the worksheet. Column J is provided for cross reference to the Offeror's proposal. Row and column headings in the worksheet are self explanatory and are not repeated here.

Maintenance & Materials Worksheet:

The Maintenance & Material cost element represents all the material resources required to conduct the day-to-day work to meet the objectives of the SOW. Materials include, but are not limited to, overpack drums, overpack boxes, shielded overpacks, overpack drums, LLW Waste Boxes, Cargo Containers,

needles, probes, filters, bottled characterization gases, pans, liners, 55-gallon drums (type 7A and thin walled [silver drums]), compactable overpack drums, product drums, liners, shredder boxes, liquid absorption/treatment chemicals, ten drum overpacks [TDOPs], standard waste boxes [SWBs], TDOP and SWB filters, slip sheets, shrink wrap, bolts, pallets, gaskets, tamper seals, specialty gases [nitrogen, helium, etc.], vacuum grease, lint-free rags, 3M 90 high strength adhesive, cleaning chemicals, miscellaneous materials, winter gear (coveralls, coats), personal eyeglasses and safety shoes, booties, gloves, rubber overshoes, respirators, air lines, PAPR hoods, cartridges, and filter cartridges, etc.) necessary to support the retrieval, preparation, characterization, movement, certification, treatment, shipment, and transfer activities associated with the waste. This cost element also includes the costs representing all resource inputs associated with maintenance of the AMWTP plant and its equipment.

The Maintenance and Materials worksheet shall summarize the Offeror's estimated maintenance and materials costs by WBS by year. Unlike the Labor worksheet, years of contract performance in this worksheet are arrayed horizontally in columns. The WBS elements as outlined in Section C are arrayed vertically in the rows on the left side of the worksheet.

Equipment Worksheet:

The equipment cost element represents the purchase of all the equipment utilized in the day-to-day work to meet the objectives of the SOW. Equipment represents items purchased or leased including, but not limited to, forklifts, cranes, trucks, trailers, drum handlers, conveyor systems, drum lift fixtures, forklift adapters, computers, printers, etc., along with the tools and instruments necessary to complete work.

The Equipment worksheet shall summarize the Offeror's estimated equipment costs by WBS by year. All input requirements are the same as described in the Maintenance and Materials worksheet above.

Subcontracts Worksheet:

The subcontract cost element represents all planned negotiated contracts, at price, with the AMWTP prime contractor by vendors and service suppliers directly related to day-to-day work to meet the objectives of the SOW.

The Subcontracts worksheet shall summarize all of the Offeror's estimated non-labor subcontract costs by WBS by year. All input requirements are the same as described in the Maintenance and Materials worksheet above.

FY 09 Transition WBS C.16 Worksheet:

The Transition worksheet shall summarize the Offeror's estimated transition costs. Input cells, unlike the Maintenance and Materials worksheet, are by cost element, not WBS element. The Transition estimate has its own unique WBS element assigned to it (C.16). The Transition estimate includes its own list of cost elements as shown in the RFP Cost Model.

Travel Worksheet:

The Travel cost element represents all travel to off-site locations by AMWTP contractor personnel in direct support of mission operations. Travel may include, but is not limited to, airfare, car rental, hotel, per diem and any other cost allowed by FAR Part 31.

The Travel worksheet shall summarize the Offeror's estimated travel costs by WBS by year. All input requirements are the same as described in the Maintenance and Materials worksheet above.

Other Direct Cost (ODC) Worksheet:

Other Direct Cost represents all non-specified or otherwise defined resource inputs directly utilized in conducting the day-to-day work of the AMWTP. ODC resources include, but are not limited to, consumable supplies (office and/or project consumables).

The ODC worksheet shall summarize the Offeror's estimated ODC costs by WBS by year. All input requirements are the same as described in the Maintenance and Materials worksheet above. ODC represents all other direct costs not contained in the worksheets described above. The Offeror shall provide detailed schedules and explanations of costs input to the "ODC" worksheet in Volume III of the proposal.

Other Worksheet:

The Other cost element represents all costs not captured elsewhere in Offeror's cost estimates. The "Other" cost element is provided as a means of flexibility to allow the Offeror a place where costs not captured elsewhere can be estimated, quantified and captured to ensure completeness. In accordance with the instructions of Section L of the RFP, the Offeror shall provide detailed schedules and explanations of costs input to the "Other" worksheet in Volume III of the proposal. All input requirements are the same as described in the Maintenance and Materials worksheet above.

Work Breakdown Structure (WBS):

The WBS elements required by Section C of this RFP and in the Cost Model shall represent the Offeror's anticipated WBS during contract execution to ensure correct representation of cost.

Fringe Benefits Rates:

The assumed fringe benefits rate for estimating purposes shall be 48.5% and applied to direct labor bases, consistent with Section H.20(e)(ii). The Cost Model automatically applies the 48.5% fringe benefits rate to the unburdened direct labor bases. Therefore, only unburdened direct labor dollars are to be put in the Labor Worksheet.

Indirect Rates:

Because the AMWTP is a stand-alone project/cost objective, costs normally classified as indirect will be charged directly and captured within WBS element C.5, Project Support.

Responsibility for Accuracy:

The Offeror is responsible for the accuracy, completeness, results of calculations, and all other information contained in the Cost Model that summarizes the Offeror's detailed cost proposal.

Fee:

Results of fee calculations by year shall be included in the Cost Model on row 22 of the Cost Summary worksheet. Note that there are no model provisions for Offeror fee calculations within the Cost Model. Therefore, those calculations shall be done independently of the Cost Model and included in Volume III of the proposal. Fee calculations shall be in accordance with instructions in Section L.5, Volume III and Section B. All values shall be reported in whole dollars. There will be no fee associated with the transition period.

Proposed Contract Estimated Cost:

Final proposed Estimated Cost plus available fee shall equal total estimated contract cost by year and in total.

L.6 FAR 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

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

“In writing,” “writing,” or “written” means any worded or numbered expression 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 (A) addressed to the office specified in the solicitation, and (B) 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 information as (A) and (B).
 - (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 2:00 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
 - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
 - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for

receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—
 - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of—or in

connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

- (f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible Offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

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

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

The Government intends to award a cost-plus-award-fee type contract resulting from this solicitation.

L.8 CONTACTS REGARDING FUTURE EMPLOYMENT

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

L.9 QUESTIONS ON SOLICITATION

Questions and comments concerning this RFP shall be submitted using the “Submit Question” feature on the DOE Industry Interactive Procurement System (IIPS). All questions shall be submitted within 15 calendar days of the release of the RFP. Questions submitted after that date will not be answered. Responses to questions will be posted at e-center.doe.gov (IIPS). Any resultant changes to the final solicitation will be provided by formal amendment to the RFP.

L.10 FAR 52.222-24 PRE-AWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 Million or more will result from this solicitation, the prospective contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 Million or more shall be subject to a pre-award 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.11 FAR 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)

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

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

L.12 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An Offeror may obtain a DUNS number:
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The Offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

L.13 FAR 52.225-12 NOTICE OF BUY AMERICAN ACT REQUIREMENT— CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (JAN 2005)

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

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

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

L.14 FAR 52.237-1 SITE VISIT (APR 1984)

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

L.15 FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)/DEAR 952.233-2, SERVICE OF PROTEST

- (a) Protests, as defined in FAR 31.101 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:

Wendy L. Bauer
 Contracting Officer
 U.S. Department of Energy
 Idaho Operations Office
 1955 Fremont Avenue
 Idaho Falls, ID 83415-1240
 Telephone: (208) 526-2808
 Facsimile: (208) 526-5548
 E-mail: bauerwl@id.doe.gov

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this Provision:

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

L.16 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEPT 1996)

- (a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective Offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103- 355. Such request must be in writing and addressed to the contracting officer for this procurement.
- (b) Any Offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective Offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.)

L.17 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEPT 1996)

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in DEAR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protestors to discuss their concerns with the Contracting Officer prior to filing a protest.

L.18 IIPS PROPOSAL PREPARATION INSTRUCTIONS AND PROPOSAL DUE DATE

- (a) Proposals must conform to the solicitation provision entitled "Instructions to Offers - Competitive Acquisition" and be prepared in accordance with this section. Offerors are advised that the submission of your proposal in an electronic format is required utilizing the Industry Interactive Procurement System (IIPS). Individuals who have the authority to legally bind the Offeror to a contract and intend to submit proposals via the IIPS system must register and receive confirmation that they are registered prior to being able to submit an application on the IIPS System. An IIPS "User Guide for Contractors" can be obtained by going to the IIPS Homepage at <http://e-center.doe.gov> and then clicking on the "Help" button. Questions regarding the operation of IIPS may be e-mailed to the IIPS Help Desk at IIPS_HelpDesk@e-center.doe.gov or call the Help Desk at (800) 683-0751.
- (b) **ALL PROPOSALS MUST HAVE AN IIPS TRANSMISSION TIME STAMP OF NOT LATER THAN 4:00 pm EASTERN TIME (2:00 pm Mountain Time) ON JANUARY 5, 2009.**

Offerors are advised to begin transmission 24 hours in advance of the deadline in order to prevent any transmission difficulties.

L.19 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED)

This acquisition is unrestricted and contains no set-aside provisions. The North American Industry Classification System (NAICS) Code is 562211, Hazardous Waste Management and Disposal.

L.20 SMALL BUSINESS PLAN AND SMALL DISADVANTAGED BUSINESS TARGETS

A completed and acceptable Small Business Subcontracting Plan is required to be submitted in accordance with Section L, Attachment 5. This plan will be incorporated into the final contract (at Section J, Attachment J).

L.21 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM – TARGETS (OCT 2000)

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

Note: Offerors may use Section L, Attachment 6, Program Target Form.

L.22 FALSE STATEMENTS

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

L.23 EXPENSES RELATED TO PROPOSAL SUBMISSION

This RFP does not commit the Government to pay any costs incurred to plan for, prepare and submit a proposal.

L.24 AMENDMENT OF THE RFP

This RFP may be amended only by express written amendment issued by the Government on its official business opportunities web page, <http://e-center.doe.gov/>, *Browse Opportunities*. No other communication changes the terms of the RFP. Offerors are responsible for checking the web page often for amendments.

L.25 COMMITMENT OF PUBLIC FUNDS

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

L.26 NOTICE OF LABOR PROVISIONS

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

L.27 RESPONSIBLE PROSPECTIVE CONTRACTORS

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

L.28 DISPOSITION OF PROPOSALS

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

L.29 DISPOSITION OF SOLICITATION DOCUMENTS

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

L.30 AVAILABILITY OF REFERENCED DOCUMENTS AND OTHER USEFUL INFORMATION

- (a) Referenced documents are available for Offeror information and use in connection with the RFP at www.id.doe.gov/AMWTP/.
- (b) Facility area maps and other sensitive information that may be useful in preparing a proposal are available upon written request to those Offerors who sign a security nondisclosure statement. Request the information by providing the nondisclosure statement signed by an authorized individual of the Offeror to the Contracting Officer. See Section L, Attachment 7, for Security Nondisclosure Statement.

L.31 NOTICE OF POSSIBLE USE OF NON-FEDERAL EVALUATORS

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

L.32 INTENT TO SUBMIT AN OFFER

As an optional courtesy to DOE, prospective Offerors are requested to complete the following form and return via e-mail to the address below within 15 days of the official release date of the final solicitation. This information will assist DOE in communicating with prospective Offerors (recognizing that official communications involving changes to the RFP will be made through IIPS). Failure to provide this advance notification does not preclude an Offeror from submitting an offer.

Solicitation Number DE-RP07-09ID14813

_____ We do intend to submit an offer.

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

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

(Include information on significant teaming partners)

Name and Title: _____

Date: _____

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

L.33 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

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

L.34 LIST OF ATTACHMENTS

Attachment 1 – Past Performance Reference Information Form and Questionnaire

Attachment 2 – Resume Format

Attachment 3 – Letter of Commitment

Attachment 4 – Reserved

Attachment 5 – Instructions for Small Business Subcontracting Plan

Attachment 6 – Small Disadvantaged Business Participation Program Targets Form

Attachment 7 – Security Nondisclosure Statement (for official use only material)

Attachment 8 – Cost Model