SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | RATING | PAGE 1 OF 51 PAGES

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	DE-RP28-06RW12385	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	09/07/06	28-06RW12385.000

7. ISSUED BY CODE

U.S. Department of Energy
Office Civilian Radioactive Waste Management
1551 Hillshire Drive, Las Vegas, NV 89134-6321

8. ADDRESS OFFER TO *(If other than Item 7)*

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See clauses L.4 and L.17 until 08:0(*(Hour)* local time 10/08/2006 *(Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	Spencer R. Peterson	702	794	5521	spencer_peterson@ymp.g

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OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days *(60 calendar days unless a different period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)*:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE ____ FACILITY ____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☐		

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c)) ☐ 41 U.S.C. 253(c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)* CODE

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*

Birdie Hamilton-Ray

27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*

28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I – THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

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B.2	THE SCHEDULE OF PRICES
B.3	LEVEL OF EFFORT REQUIRED

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SCHEDULE OF CONTRACT LINE ITEMS

The contractor shall provide all labor, materials and personnel required to perform the following: an independent review of the draft license application for the Yucca Mountain repository prior to its submittal to the US NRC.

CLIN	DESCRIPTION	HOURS/ QTY	FIXED HOURLY RATE	UNIT PRICE	NOT TO EXCEED CEILING PRICE
0001	LABOR	TBD	TBD	TBD	TBD
0002	INCENTIVE POOL *	1	LOT	TBD	TBD
0002	TRAVEL	1	LOT	TBD	TBD

* Refer to clause H-12 (Incentive Pool, Evaluation Procedures and Payment of Incentives for calculations

B.2 THE SCHEDULE OF PRICES:

Base Period of Performance: Date of Award through Feb 28, 2007.

LABOR CATEGORY	RATE *	HOURS
TBD	TBD	TBD
TOTAL HOURS		

* The fixed hourly labor rate shall include applicable wages, overhead, general and administrative expenses and profit.

B.3 LEVEL OF EFFORT REQUIRED

DPLH are defined as actual hours worked exclusive of vacation, holiday, sick leave and other advances; DPLH includes subcontract hours used in performance of the Statement of Work. In accordance with contract clause H.10 "LEVEL OF EFFORT," the Contractor shall provide the following specified total Direct Productive Labor-Hours (DPLH).

Basic Period of Performance:	Specified DPLH
Estimated Level of Effort:	TBD

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SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 PERFORMANCE WORK STATEMENT

See Section J, Attachment 1 (Performance Statement of Work)

C.2 REPORTS

Reports shall be prepared and submitted in accordance with the "Reporting Requirements Checklist," DOE Form 1332.1, under Section J, Attachment 2.

C.3 GOVERNMENT FURNISHED SPACE, EQUIPMENT AND SUPPLIES

The contractor shall provide all office space, equipment and supplies as required to perform the requirements as stated in the "Performance Statement of Work".

PART I – THE SCHEDULE
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Section	Clause
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D.2	MARKING

SECTION D
PACKAGING AND MARKING

D.1 PACKAGING (APR 1984)

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s).

D.2 MARKING (APR 1984)

Each package, report or other deliverable shall be accompanied by a letter or other document which:

1. Identifies the contract by number under which the item is being delivered.
2. Identifies the deliverable Item Number or Report Requirement, which requires the delivered item(s).
3. Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (1) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

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SECTION E
INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.arnet.gov/far

NUMBER	DATE	TITLE
52.246-6	May 2001	INSPECTION—TIME AND MATERIAL AND LABOR HOUR

E.2 INSPECTION

Inspection of all items under this contract shall be accomplished by the Contracting Officer's Representative, or any other duly authorized Government representative(s).

E.3 ACCEPTANCE

Acceptance of all work and effort under this contract (including "Reporting Requirements," Section J, Attachment 1) shall be accomplished by the Contracting Officer, or any duly designated representative(s).

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SECTION F
DELIVERIES OR PERFORMANCE

F.1 DELIVERABLES

The contractor shall provide the plans, reports, and records specified in Part III, Section J, Attachment 2, entitled "Reporting Requirements Checklist," of this contract. In addition, special plans and reports shall be prepared and submitted as reasonably prescribed by the Contracting Officer.

F.2 PLACE OF PERFORMANCE

It is anticipated that most work will be performed at the contractor's facility. However, the contractor may need to travel to the Office of Civilian Radioactive Waste Management (OCRWM) in performance of the statement of work. The two OCRWM locations that may require travel are located at 1551 Hillshire Drive, Las Vegas, NV and at the DOE Forrestal Facility in Washington, DC.

F.3 PERIOD OF PERFORMANCE

The period of performance for this contract is date of award through February 28, 2007.

PART I – THE SCHEDULE
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G.3	CONTRACTING OFFICER'S REPRESENTATIVES (COR)
G.4	BILLING INSTRUCTIONS
G.5	METHOD OF PAYMENT

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract shall be subject to the following procedures:

a. TECHNICAL CORRESPONDENCE.

Technical correspondence (as used herein, excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), with an information copy of the correspondence to the DOE Contract Specialist (see paragraph G.2).

b. OTHER CORRESPONDENCE.

(1) If no Government Contract Administration Office is designated on the face page of this contract, all correspondence, other than technical correspondence shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(2) If a Government Contract Administration Office is designated on the face page of this contract, all administrative correspondence, other than technical correspondence, shall be addressed to the Contracting Officer, with information copies of the correspondence to the DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

c. SUBJECT LINE(S).
All correspondence shall contain a subject line commencing with the following:
Contract No. TBD

G.2 GOVERNMENT CONTACT FOR POSTAWARD ADMINISTRATION

The Contractor shall use the DOE Contract Specialist as the focal point for all matters regarding this contract except technical matters (see above Clause G.1, paragraph a., for definition).

DOE CONTRACTING OFFICER'S ADDRESS

U. S. Department of Energy
Office of Repository Development
Contracts Management Division
1551 Hillshire Drive
Las Vegas, NV 89134-6321
ATTN: Birdie Hamilton-Ray

DOE CONTRACT SPECIALIST ADDRESS

U.S. Department of Energy
Office of Repository Development
Contract Management Division
1551 Hillshire Drive
Las Vegas, NV 89134-6321
ATTN: Spencer R. Peterson
Telephone: (702) 794-5521
Fax: (702) 794-5557
E-mail: Spencer_peterson@ymp.gov

DOE PATENT COUNSEL

Information copies of correspondence being sent to the DOE Patent Counsel addressing any items in G.1.b., above, should be addressed to the following:

U.S. Department of Energy
Office Repository Development
ATTN: Larry Warner
1551 Hillshire Drive
Las Vegas, NV 89134-6321

G.3 CONTRACTING OFFICER'S REPRESENTATIVES (COR)

The work to be performed under this contract is subject to the monitoring of a Contracting Officer's Representative (COR). The COR's responsibility shall be to coordinate with the contractor in the administration of the technical aspects of this contract and to provide technical direction in accordance with Clause H.1, Technical Direction". The COR's address is as follows:

U. S. Department of Energy,
Office of Civilian Radioactive Waste Management
1551 Hillshire Drive
Las Vegas, NV 89134-6321
ATTN: TBD
Telephone:
Fax:
Email:

G.4 BILLING INSTRUCTIONS

a. Payments are processed from the National Nuclear Security Administration Service Center (NNSA/SC). Therefore, the Contractor shall submit the original invoices or vouchers in accordance with the invoice terms and conditions of this Contract (See Section J, Attachment 3) to:

U.S Department of Energy
Oak Ridge Financial Service Center
P.O. Box 5807
Oak Ridge, TN 37831

b. The Contractor shall, **ALSO**, submit a copy of invoices or vouchers to Spencer R. Peterson, Contract Specialist (See G.2).

NOTE: Each request for payment will be reviewed by the DOE Contract Specialist and the CORs, and if acceptable, approval for payment will be provided to NNSA/SC. Issues that arise regarding the invoices will be resolved between the DOE Contract Specialist and the Contractor. **INVOICES NOT RECEIVED BY THE DOE CONTRACT SPECIALIST WILL NOT BE PROCESSED FOR PAYMENT.**

G.5 METHOD OF PAYMENT

All payments made to the contractor will be through electronic funs transfer (EFT). An Automated Clearing House/Miscellaneous Payment Enrollment Form is required to be filled out and returned to the Contract Specialist to ensure payment by this method.

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H.11	INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR
H.12	INCENTIVE POOL, EVALUATION PROCEDURES AND PAYMENT OF INCENTIVE FEE

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 TECHNICAL DIRECTION

(a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR) identified elsewhere in this contract. The term "technical direction" is defined to include, without limitation:

(1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.

(2) Provision of written information to the Contractor, which assists in the interpretation of drawings, specifications or technical portions of the work description.

(1) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.

(b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:

(1) Constitutes an assignment of additional work, outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled "Changes";

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(c) All technical directions shall be issued in writing by the COR.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instructions or direction by the COR falls within one of the categories defined in (b) (1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:

(1) Advise the Contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract; or

(2) Advise the contractor within a reasonable time that the government will issue a written change order.

(e) A failure of the Contractor and Contracting Officer to agree that the technical directions are within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes - Alternate I."

H.2 MODIFICATION AUTHORITY

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

a. accept nonconforming work,
b. waive any requirement of this contract, or
c. modify any term or condition of this contract.

H.3 GOVERNMENT PROPERTY AND DATA

(a) Except as otherwise authorized by the Contracting Officer in writing, the Contractor is not authorized to acquire as a direct charge item under this contract any equipment (including office equipment), furniture, fixture, or other personal property items.

(b) Acquisition Authorization Requirements.

(1) In the course of performance of this contract, the Contractor may only acquire and direct charge to this contract such equipment (including office equipment), furniture, or other personal property items as have been specifically authorized by the Contracting Officer.

(2) Except as otherwise authorized by the Contracting Officer in writing, only that property and data specifically in the contract shall be furnished.

(c) Reporting Requirements.

(1) The reports required in accordance with 48 CFR 945 shall be submitted on the forms provided by DOE in accordance with 48 CFR 945 and the form instructions.

(2) The reports are to include all capital equipment and sensitive items acquired or furnished under this contract, whether or not listed on the attachment referenced above.

H.4 KEY PERSONNEL

(a) The Key Personnel, specified below, is/are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals, the contractor shall notify the Contracting Officer reasonably in advance (not less than thirty (30) days prior to the diversion or substitution of key personnel) and shall submit a written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. The key personnel list may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

(b) Individuals submitted as key personnel changes will be approved at the sole discretion of the Contracting Officer, with the concurrence of the Contracting Officer's Representative. Replacement must be of equivalent experience and ability.

(c) The following is a list of key personnel that have been approved for this contract:

Name	Position

H.5 CONFIDENTIALITY OF INFORMATION

(a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to other private parties or the Government, the Contractor shall after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

(1) Information which, at the time of receipt by the Contractor, is in the public domain;

(2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;

(3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;

(2) Information which the Contractor can demonstrate was received by a third party who did not require the Contractor to hold it in confidence.

(b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

(c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

(d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

(e) This clause shall flow down to all appropriate subcontracts.

H.6 SOFTWARE MADE AVAILABLE FOR CONTRACTORS USE

(a) The Government, from time to time, may make certain software acquired under license available to the Contractor for its use in the performance of this contract.

(b) The Contractor recognizes and acknowledges that such software or data contained therein may be proprietary and confidential to a third party.

(c) The Contractor agrees that it and its employees will not use copy, disclose, modify, or reverse engineer such software except as permitted by the license and any other terms and conditions under which the software is made available to the Contractor.

(d) The Contractor is not authorized to violate any software licensing agreement, or to cause the Government to violate any licensing agreement. If, at any time during the performance of this contract, the Contractor has reason to believe that its utilization of Government furnished software may involve or result in a violation of DOE's licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue to perform to the full extent possible without utilizing the software in question.

H.7 AUTOMATED DATA PROCESSING EQUIPMENT (ADPE) USAGE

Requirements for ADPE may not be acquired (leased or purchased) without the prior written consent of the CO. Whenever the CO's written consent is required, the contractor will furnish to the CO information concerning the need for and selection of such ADPE, the specific make(s) and model(s), and the lease-versus-purchase determination.

H.8 SAFETY CONSCIOUS WORK ENVIRONMENT

In conformity with the Nuclear Regulatory Commission's (NRC) May 14, 1996, Policy Statement, "Freedom of Employees in the Nuclear Industry to Raise Safety Concerns Without Fear of Retaliation" (61 Federal Register 24336), the Contractor must maintain a working environment in which the Contractor's employees are free to raise safety concerns to the Contractor, to the DOE, or to other government agencies without fear of retaliation.

The Contractor specifically agrees to comply with Section 211 of the Energy Reorganization Act (42 U.S.C.A.§ 5851), which prohibits NRC licensees or applicants for a license and their contractors or subcontractors, and DOE contractors with Price Anderson indemnification, from discharging or otherwise discriminating against any employee because he or she (i) notifies his/her employer of an alleged violation of the Atomic Energy Act or the Energy Reorganization Act; or (ii) refuses to engage in any practice made unlawful by either of said acts after having identified the alleged illegality to his/her employer; or (iii) testifies in or commences a Federal or State proceeding or enforcement action relating to either of said acts; or (iv) assists or participates in such a proceeding or in any other action to carry out the purpose of said acts.

The Contractor shall inform its employees and management of the importance of raising safety concerns and how to raise safety concerns through the Contractor's management, through the DOE's management (including, without limitation, use of the OCRWM Employee Concerns Program), and through other government agencies.

H.9 COMPLIANCE WITH DEPARTMENT OF ENERGY DIRECTIVES AND PROJECT PROCEDURES

The contractor shall comply with applicable OCRWM procedures as of the *date of contract award.* The applicable OCRWM procedures and DOE Directives are attached under Section J, Attachment 6.

The Contracting Officer is the only Government Official authorized to provide interpretations as to the applicability of DOE Directives or to resolve possible conflicting requirements involving them. The contractor shall include the substance of this clause in subcontracts for which there are flow-down requirements identified in the Orders.

H.10 LICENSING SUPPORT NETWORK (LSN) REQUIREMENTS

The contractor organization is responsible for complying with the requirements and actions specified in the attached memorandum from Lee Liberman Otis, General Counsel, dated May 5, 2003 (attached to Dr. Margaret S.Y. Chu's memorandum to distribution, dated May 8, 2003) (See Section J, Attachments 4 and 5). LSN certification and updated certifications dates will be provided under separate notification. LSN Responsible Managers and Point of Contact should be identified within 30 days of contract award.

H.11 INCORPORATION OF REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR

The Representations, Certifications, and Other Statements of Offeror, completed by the contractor via the Online Representations and Certifications Application (ORCA), or individually submitted and dated _____; these are hereby incorporated by reference.

H.12 INCENTIVE POOL, EVALUATION PROCEDURES AND PAYMENT OF INCENTIVE

Upon award, a portion of the fixed unit price for the Direct Labor Contract Line Items (CLINs) will be set-aside and withheld in an incentive pool for payment at the end of specified time periods. The determination of the incentive pool and the methodology for payment of the incentive pool to the Contractor will be determined in accordance with this clause.

(a) ESTABLISHMENT OF INCENTIVE POOL

An incentive pool equivalent to 4% of the fixed unit price for the applicable direct labor CLIN will be set-aside at the time of contract award. In addition, the Government will add an amount equal to 25% of the incentive pool, and will be available for payment for "Outstanding" ratings. The portion of the incentive pool earned by the Contractor shall be determined as set forth below.

(b) PERFORMANCE INCENTIVE

An incentive pool, as set forth in paragraph (a) above, will be available for payment based on the final rating received from the Performance Evaluation Reports. The Contractor has the potential to obtain profit greater than, equal to, or less than the incentive pool depending on their performance.

The Performance Evaluation Report will be prepared by the Contracting Officer's Representative (COR) 15 days after the period of performance has been completed. The applicable cost incurred for all effort carried during the period of performance will be used to establish the incentive pool. The incentive earned and due to the Contractor will be determined based upon the Evaluation Criteria set forth in paragraph (c) below. In addition, the COR will give informal feedback to the CO and Contractor throughout the performance period.

SUMMARY OF PRODUCTS AND DELIVERABLES

The following is a summary listing of products and deliverables, including corresponding performance statement of Work (PSW) requirements that will be measured against the Performance Thresholds identified below.

Summary of Products and Deliverables	PWS
Performance Plan (PP) The contractor is required to submit a Performance Plan, which outlines how the contractor will ensure quality products are provided, within 30 days after contract is awarded.	Section 5.0
Timeliness All deliverables shall be submitted in accordance with Reporting Requirements Checklist and Statement of Work requirements.	Section 3.0, 3.1, 3.2, 3.3, 3.4, 5.0 and Attachment 2
Management Approach The contractor shall have a planned approach to meeting the objectives outlined in the PWS and in the contractor's Performance Plan.	Section 1.0-5.0
This proposed scope of work is for the performance of an independent review of the draft license application for the Yucca Mountain repository prior to its submittal to the US NRC. • A report which assesses the completeness and adequacy of the draft license application against the requirements contained in NUREG 1804 and an assessment of the design described in the license application against the acceptance criteria contained in NUREG 1804. • A report which provides recommended solutions to problems or inadequacies found during the assessments.	Section 1.0, 2.1, 2.2, 3.0, 3.1, 3.2, 3.3, 3.4, 4.0 and 5.0

PERFORMANCE THRESHOLD

Performance Threshold (Customer Complaints) reviews will include the following Performance Measurements and Performance Expectations:

PEFORMANCE MEASURES	PERFORMANCE EXPECTATIONS
a. Quality - Documents, reports, reviews and advice supported by factual, scientific information. - Documents, reports provide required information. - Accuracy - Completeness	Meets or exceeds requirements. Meets or exceeds requirements. Less than 5% rework due to mistakes or inaccurate information. 100% of Performance Objectives address in Performance Scope of

	Work.
b. Cost Control - Meet Price Estimates	Equal to or less than 5% of the baseline cost estimate for the contract, and any additional cost added through formal negotiations.
c. Timeliness of delivery of documents, reports, and reviews.	95% of the time within 5% of time estimate prescribed by Program Office

SURVEILLANCE METHODS

The COR will receive and review deliverables and will also observe interactions and presentations and will evaluate them in writing, as appropriate, according to the scale below. Copies of these evaluations are to be submitted to the CO.

UNSATISFACTORY - (0-1 rating)	The Contractor's level and quality of service consistently fails to meet the Government's expectation. Required performance and products are not completed on time (less than 90% on time as prescribed by the program office.) More than 10% rework due to mistakes or inaccurate information.
NEEDS IMPROVEMENT - (2 rating)	The Contractor's level and quality of service occasionally fails to meet the Government's expectation. Required performance and products are completed 90% of the time within 5% of the time estimate prescribed by the program office. 10% or less rework due to mistakes or inaccurate information.
FULLY SATISFACTORY – (3 rating)	The Contractor's level and quality of service meets the Government's expectations. Required performance and products are completed 95% of the time within 5% of the time estimate prescribed by the program office. Re-work is required on less than 5% of products delivered due to mistakes or inaccurate information. Products meet the Government's requirements.
OUTSTANDING – (4-5 rating)	The Contractor's level and quality of service consistently exceeds the Government's expectations. Required performance and products are completed on time within the time estimate prescribed by the program office. Re-work is not required. Products meet the Government's requirements.

PROCEDURES

a. STANDARD

It is expected that the contractor performance will not fall below a "Fully Satisfactory".

b. PROCEDURES

When an evaluation is performed by the COR, during any observations or review of deliverables, and the rating earned falls below "Fully Satisfactory" and re-work is required, the CO will notify the Contractor and the Contractor will then re-work the performance area(s) that was unacceptable within 10 working days. In addition, the Contractor will notify the CO in writing with actions taken to remedy the unacceptable performance. The Contractor will identify all re-work hours performed in a separate line item when invoicing. In addition, throughout the performance period of this contract, the COR will provide informal feedback to the CO and the Contractor.

c. ACCEPTABLE PERFORMANCE (STANDARD)

The acceptable performance threshold is receiving no performance evaluation rating from the COR that performance has fallen below the "Fully Satisfactory" level.

d. UNACCEPTABLE PERFORMANCE THRESHOLD (SUB-STANDARD)

The unacceptable performance threshold is receiving a rating below "Fully Satisfactory" level.

e. PERFORMANCE INCENTIVES

An incentive pool will be available for payment at the end of contract performance, based on the rating earned by the Contractor's performance. The COR will perform an evaluation for each of the tasks identified in the Statement of Work. An average will then be calculated based on the performance rating and a final rating allocated. The Contractor has the potential to obtain profit greater than, equal to, or less than the incentive pool depending on their performance.

An incentive pool equivalent to 4% of the fixed unit price for all labor categories will be set-aside at the time of contract award. Funding of the incentive pool will be accomplished by DOE withholding 4% of total labor costs from each invoice; in addition, a Government share of 1% will be available for "Outstanding" ratings. Re-work payments will not be eligible for incentive consideration. The following incentives shall be used for this contract:

METHOD	DESCRIPTION
Payments	If Contractor performance is rated Unsatisfactory 0% of the Incentive Pool will be earned.

If Contractor performance is rated Needs Improvement 50% of the Incentive Pool will be earned.

If Contractor performance is rated Fully Satisfactory 100% of the Incentive Pool will be earned.

If Contractor performance is rated Outstanding 125% of the Incentive Pool will be earned.

Re-work: When performance is below "Fully Satisfactory" for a given period of time, and the Contractor will be required to re-work the services; re-work of services must be completed within 10 working days from time of request. The labor hours cost incurred as a result of any re-work need to be identified as a separate line item at time of invoicing and will not be part of the incentive pool.

PART II – CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

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SECTION I
CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses 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. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.arnet.gov/far

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTION ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
JUN 2003	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	
52.204-4	AUG 2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION
52.204-8	JAN 2006	ANNUAL REPRESENTATION AND CERTIFICATIONS
52.209-6	JAN 2005	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS-NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT
52.219-6	JUN 2003	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	APR 2002	EQUAL OPPORTUNITY

NUMBER	DATE	TITLE

52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-39	DEC 2004	NOTIFICATION OF EMPLOYEES RIGHTS CONCERNING PAYMENT OF UNION DUES
52.222-50	APR 2006	COMBATING TRAFFICKING IN PERSONS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	MAR 2005	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATEN AND COPYRIGHT INFRINGMENT
52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2003	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.242-15	AUG 1989	STOP-WORK ORDER
52.243-3	SEP 2000	CHANGES—TIME-AND-MATERIALS OR LABOR HOUR
52.244-2	AUG 1998	SUBCONTRACTS
52.244-6	DEC 2004	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	MAY 2004	TERMINATION (COST REIMBURSEMENT)

NUMBER	DATE	TITLE
52.249-6	SEP 1996	TERMINATION (COST REIMBURSEMENT)—ALTERNATE IV
52,249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 DEAR 952.202-1 DEFINITIONS (JUL 2004)

(a) As prescribed in 902.200, insert the clause at FAR 52.202-1 in all contracts. The contracting officer shall substitute the following for paragraph (a) of the clause.

> (a) *Head of Agency* means: (*i*) The Secretary; (*ii*) Deputy Secretary; (*iii*) Under Secretaries of the Department of Energy and (*iv*) the Chairman, Federal Energy Regulatory Commission.

(b) The following shall be added as paragraphs (h) and (i) except that they will be designated paragraphs (g) and (h) if Alternate I of the FAR clause is used.

> (h) The term *DOE* means the Department of Energy, *FERC* means the Federal Energy Regulatory Commission, and *NNSA* means the National Nuclear Security Administration.
>
> (i) The term *Senior Procurement Executive* means, for DOE:
> Department of Energy – Director, Office of Procurement and Assistance Management, DOE;
> National Nuclear Security Administration – Administrator for Nuclear Security, NNSA; and
> Federal Energy Regulatory Commission – Chairman, FERC.

[49 FR 12042, Mar. 28, 1984, as amended at 50 FR 12185, Mar. 27, 1985; 62 FR 2310, Jan. 16, 1997: 67 FR 14871 Mar. 28, 2002]

I.3 DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

(a) The contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.

(b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

I.4 DEAR 952.208-70 PRINTING (APR 1984)

The contractor shall not engage in, nor subcontract for, any printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8-1/2 by 11 inches one side only, one color. A requirement is defined as a single publication document.

1. The term "printing" includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.

2. If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the contractor shall notify the contracting officer in writing and obtain the contracting officer's approval prior to acquiring on DOE's behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a Joint Committee on Printing authorized federal printing plant.

3. Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.

4. The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

I.5 DEAR 952.209-8 ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE (JUN 1997)

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An offeror notified that it is the apparent successful offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.

(c) The statement must contain the following:

(1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the statement of work. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the statement of work.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.

(d) Failure of the offeror to provide the required statement may result in the offeror being determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

I.6 DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)

(a) Purpose. The purpose of this clause is to ensure that the contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates

or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

(1) Use of Contractor's Work Product. (i) The contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the contractor's performance of work under this contract for a period of (Contracting Officer see DEAR 9.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the contracting officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for advisory and assistance services.

(ii) If, under this contract, the contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information. (i) If the contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the contracting officer it shall not:

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is

based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award. (1) The contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the contracting officer. Such disclosure may include a description of any action which the contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the contracting officer, DOE may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational

conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

(e) Waiver. Requests for waiver under this clause shall be directed in writing to the contracting officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the contracting officer may grant such a waiver in writing.

(End of clause)

I.7 DEAR 952.219-70 DOE MENTOR-PROTEGE PROGRAM (MAY 2000)

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

I.8 DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

(a) Definition.

Eligible employee means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.

(b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.

(c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed $500,000.

I.9 DEAR 52.232-7 -- PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2005)

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) *Hourly rate.*

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a), but the total amount withheld for the contract shall not exceed $50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (f) of this clause.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Materials and subcontracts.*

(1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor—

(i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or

(ii) Will make these payments determined due—

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor—

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(5) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap,

commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) *Ceiling price.* The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) *Audit.* At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) *Assignment.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) *Refunds*. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) *Interim payments.*

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the *30th*] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(End of Clause)

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PART IV – REPRESENTATION AND INSTRUCTIONS
SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

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SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K.1 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2005)

(a) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (b) applies.

[ ] (ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE
_____	_____	____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

PART IV – REPRESENTATION AND INSTRUCTIONS
SECTION L
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SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 CONSECUTIVE NUMBERING (JAN 1999)

Due to automated procedures employed in formulating this document, clauses and provisions contained within it may not always be consecutively numbered.

L.2 FAR 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 this/these address(es):

http://www.arnet.gov/far/index.html
http://www.pr.doe.gov/dear.html

NUMBER	DATE	TITLE
52.215-1	JAN 2004	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES

L.3 CONTENT OF RESULTING CONTRACT (NOV 2003)

Any contract awarded as a result of this RFP will contain PART I - The Schedule, PART II - Contract Clauses, and PART III, Section J - List of Documents, Exhibits and Other Attachments (excluding those attachments including in the RFP relating to submission of proposals). Blank areas appearing in these sections, indicated by "[ ]" or "[TBD]" will be completed prior to contract award.

Offerors should carefully review the information contained therein, and, as appropriate, state any proposed exceptions/deviations per FAR 52.215-1.

L.4 TIME, DATE AND PLACE PROPOSALS ARE DUE -- IIPS (MAY 2003)

Proposals and amendments of proposals must be received by **8:00 PM PST OCTOBER 8, 2006**. You are encouraged to transmit your application well before the deadline in order to prevent any transmission difficulties.

PROPOSALS, OR PROPOSAL FILES, THAT HAVE AN IIPS DATE/TIME STAMP LATER THAN THE DEADLINE WILL NOT BE REVIEWED OR CONSIDERED FOR AWARD.

L.5 LATE PROPOSALS, AMENDMENTS AND WITHDRAWALS OF PROPOSALS -- IIPS

A proposal or amendment of a proposal shall be timely if it is transmitted through IIPS, and the date/time of the transmission indicated by IIPS is on or before the closing date(s) indicated above.

Proposals or amendments of proposals may be withdrawn by written notice by an authorized representative to the Contract Specialist via E-mail or by contacting the IIPS HELP Desk. A second proposal or amendment may then be submitted. The second or subsequent proposal must be submitted before the closing date to be considered.

In the event that two or more proposals are received for the same project with the same file name, the proposal with the latest transmission time stamp will be considered for review. Therefore, it is important that you not merely make page changes and resubmit portions of the proposal that are amended. A complete amended proposal must be sent. Contact the IIPS HELP Desk for assistance.

L.6 NUMBER OF AWARDS (NOV 1997)

It is anticipated that there will be one award resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government's best interest to do so.

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

The Government contemplates award of a Labor Hour contract resulting from this solicitation.

L.8 FALSE STATEMENTS (NOV 1997)

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

L.9 EXPENSES RELATED TO OFFEROR SUBMISSIONS (FEB 1998)

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

L.10 UNNECESSARY ELABLORATE PROPOSALS AND FILE SIZE LIMITATIONS (AUG 2003)

Unnecessarily elaborate proposals beyond those sufficient to present a complete and effective response to this solicitation are not desired. Elaborate art work, graphics and pictures my increase the documents file size. It is suggested that in preparing your proposal that you create file less than 5 MB. However, this file size may not be appropriate in all situations. As the nature of the proposal may create large files, Offerors may wish to use "ZIP" file compression software such as WinZip. Using this compression software will diminish the file size, thus reducing the time needed to upload and down load a proposal.

L.11 ALTERNATE PROPOSAL INFORMATION - NONE (NOV 1997)

Alternate proposals are not solicited, are not desired, and shall not be evaluated.

L.12 AMENDMENT OF THE SOLICITATION

The only method by which any term of this solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled preproposal conference or subsequent discussions, whether oral or in writing will modify or supersede the terms of this solicitation. All amendments to this RFP will be posted **ONLY** on the IIPS Homepage at "http://e-center.doe.gov". Receipt of an amendment to a solicitation by an offeror must be acknowledged and received prior to the hour and date specified for receipt of offers.

L.13 CLASSIFIED MATERIAL - NONE (NOV 1997)

Performance under the proposed contract is not anticipated to involve access to classified material.

L.14 AN EQUAL RIGHTS NOTE

Wherever, in the solicitation or contract "man," "men," or their related pronouns may appear, either as words or as parts of words (and other than with obvious reference to named male individuals), they have been used for literary purposes and are meant in their generic sense (i.e., to include all humankind - both female and male sexes).

L.15 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION

This acquisition is limited to eligible Small Businesses NAICS Code 541330, Size Standard 4.5 Million. For questions regarding Set-Aside Information, please contact the OCRWM Small Business Program Manager, Rosa Gomez, at (702) 794-5075.

L.16 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, "How does SBA determine 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 the Contracting Officer. 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 (stock ownership or options, convertible securities and agreements to merge), 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 several 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. 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, 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 it proposed subcontractor or other entities.

(6.) In reviewing affiliation between the Offeror and its proposed subcontractor(s) 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.17 IIPS PROPOSAL PREPARATION INSTRUCTIONS -- GENERAL (SEP 2003)

Proposals are expected to conform to the solicitation provision entitled "Instructions to Offers - Competitive Acquisition" and be prepared in accordance with this section. Bidders/Offerors are advised that the submission of your proposal in an electronic format is required utilizing the Industry Interactive Procurement System (IIPS) through the Internet at http://e-center.doe.gov/. IIPS provides the medium for disseminating solicitations,

receiving proposals, and evaluating proposals in a paperless environment. Individuals who have the authority to enter their company into a legally binding contract and intend to submit proposals via the IIPS system must register and receive confirmation that they 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.

To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each part shall be appropriately numbered, and identified with the name of the offeror, the date, and the solicitation number to the extent practicable. Proposal files are to be formatted in one of the following applications: Adobe Acrobat PDF, Word, and/or WordPerfect.

OVERALL ARRANGEMENT OF PROPOSAL

The overall proposal shall consist of three (3) physically separated volumes, individually entitled as stated below and submitted through IIPS at https://e-center.doe.gov.

PROPOSAL VOLUME -- TITLE	PAGE LIMITATION
Volume I -- Offer and Other Documents	No Page Limitation
Volume II -- Business and Management Proposal	No Page Limitation
Volume III -- Price Proposal	No Page Limitation

ELECTRONIC SUBMISSION

Proposals must be submitted through the DOE Industry Interactive Procurement System (IIPS) at <http://e-center.doe.gov> in accordance with the instructions in this solicitation. ONLY PROPOSALS SUBMITTED THROUGH IIPS WILL BE CONSIDERED FOR AWARD.

You are encouraged to test the IIPS submission of proposals. 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.

As indicated previously in this solicitation, FAR 52.215-1 Instructions to Offerors - Competitive Acquisition (MAY 2001), section (c)(3)(ii)(A)(1) applies to this solicitation.

Electronic files of a large size may take a considerable amount of time to upload. It is your responsibility to allow an adequate amount of time for your proposal submission.

ELECTRONIC SIGNATURE

Proposals submitted through IIPS constitute submission of electronically signed proposals. The name of the authorized organizational representative (i.e. the administrative official, who, on behalf of the proposing organization, is authorized to make certifications and assurances or to commit the applicant to the conduct of a project) must be typed in the signature block on the form to be accepted as an electronic signature. A scanned copy of the signed document is not required.

IIPS REGISTRATION

In order to submit a proposal, you must be authorized by the applicant (i.e., institution or business entity) to submit a proposal on its behalf and you must register in IIPS. You are encouraged to register as soon as possible. You only have to register once to apply for any DOE award. To register:

- Go to the IIPS website at <http://e-center.doe.gov>.
- Click on the "Register" button on the left.
- Click on the box that says, "Check this box for Acquisitions greater than Simplified Acquisitions threshold or financial assistance" and then click on the radio button next to "Register only" option.
- Click on "Proceed to Form".

- Read the "Security Alert" and click on "Yes" to proceed.
- Read the "Notice of Disclaimer" and click on "I Accept".
- Complete the Registration Form.
- Click on "Submit Registration". You will receive an acknowledgement confirming receipt of your registration.

Then you will receive an email confirming successful registration. If you do not receive an email confirmation within one business day, contact the IIPS Help Desk at 1-800-683-0751 and select option 1, or send an email to HelpDesk@e-center.doe.gov <mailto:HelpDesk@e-center.doe.gov>.

Note the user name on your confirmation and your password for future reference. You must use this user name and password for any proposals submitted in IIPS.

L.18 PREPARATION INSTRUCTIONS: VOLUME I - OFFER AND OTHER DOCUMENTS

Volume I - Offer and Other Documents consists of the actual offer to enter into a contract to perform the desired work. It also includes required representations, certifications, and acknowledgments, justification for noncompetitive proposed subcontracts, identification of technical data to be withheld, request for waiver of patent clauses, and any deviations taken.

When the applicant begins to "Create Proposal", the applicant will complete the required fields and attach the following files to the link identified as: Attach Volume I - "Offer and Other Documents".

For consistency, the applicant is instructed to use the file names specified below. Filename extensions shall clearly indicate the software application used for preparation of the documents, i.e, ".doc" for Word, ".pdf" for Adobe Acrobat, or ".xls" for Excel files:

FORMAT AND CONTENT

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

MANDATORY FILE		FILE NAME
File 1	Offeror Cover Page	Coverpage. ---
File 2	SF33 Form -- Solicitation, Offer and Award	SF33. ---
File 3	Exceptions and Deviations	Exception. ---
File 4	Representations and Certifications	Reps & Certs
File 5	Utilities that are Litigation with DOE	OCI

FILE 1, OFFEROR COVERPAGE

The Offeror Cover Page shall consist of Company Name, address, telephone number, line of business, Chief Executive Officer/Key Manager, and DUNS number as required in FAR Clause 52.204-6 Data Universal Numbering System (DUNS) Number (June 1999)

FILE 2, SF33 FORM - SOLICITATION, OFFER AND AWARD

The SF33 Form has been uploaded with the solicitation, as a separate document, which can be used for the offeror to complete, save and submit as File 2. The following areas must be completed on the SF33:

(1) Offerors shall complete Blocks 12, 15A, 15B, 15C, 16, 17 (typed name of authorized organizational representative) and 18. The SF33 is to be fully executed, including the acknowledgment of amendments, if applicable.

(2) The offeror's Acceptance Period (See Block 12) entered shall not be less than 120 days.

(3) Signature Authority. The person signing the SF33 must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to

make an award without further discussion if it so elects. Proposals submitted through IIPS constitute submission of electronically signed proposals. The name of the authorized organizational representative (i.e. the administrative official, who, on behalf of the proposing organization, is authorized to make certifications and assurances or to commit the applicant to the conduct of a project) must be typed in the signature block on the form to be accepted as an electronic signature. A scanned copy of the signed document is not required.

(4) Section H has been uploaded with the solicitation as a separate document (Section H.doc) and can be used by the offeror to complete, save, and submit as part of File 2. Key personnel in Section H.6 must be completed.

FILE 3, EXCEPTIONS AND DEVIATIONS

The offeror shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the model contract, Offeror Annual Representations and Certifications, and the requirements included in Volume I -- Offer and Other Documents, Volume II – Business and Management Proposal, and Volume III -- Price Proposal. Any exceptions taken must contain sufficient justification to permit evaluation. The benefit to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. A large number of exceptions, or one or more significant exceptions not providing benefit to the Government, however, may result in rejection of your proposal(s) as unacceptable. Offerors who object to review of their proposal by persons other than Government employees shall so state in this file of Volume I. Again, offerors are cautioned that DOE may be unable to give full consideration to proposals, which indicate that only Government evaluation is authorized.

FILE 4, REPRESENTATIONS AND CERTIFICATIONS

Please provide certification of current Representations and Certifications per clause k.1.

FILE 5, UTILITY LITIGATION WITH DOE

Utilities that are in litigation with the Department over matters relating to the Standard Contract are not eligible to compete as a prime Contractor under this RFP. The proposal should address how the offeror intend to mitigate any Organizational Conflicts of Interest problems to ensure, among other things, that information obtained in performing the contract would not be used for any other purposes, such as in the Standard Contract litigation. Such mitigation could include the creation of a separate corporate entity to perform the contract or a comparable mechanism to insure separation between the group or segment involved in contract performance and any other entities. In any event, OCI issues would be addressed on a case-by-case basis, taking into account the conflict involved and whether or not the proposed mitigation plan adequately addresses the potential problems posed by the conflict.

L.19 PREPARATION INSTRUCTIONS: VOLUME II – BUSINESS AND MANAGEMENT PROPOSAL

Volume II - Since the Business and Management Proposal will be evaluated to determine such matters as understanding of the work to be performed, the offeror's capabilities and organizational experience, the offeror's team make up, the offeror's technical approach, and the offeror's past performance, it should be specific and complete in every detail. The proposal should be definitive with respect to the service which the offeror actually proposes to conduct. It should be practical and be prepared simply and economically, providing a straightforward, concise delineation of what it is the offeror will do to satisfy the Department of Energy's requirements as set forth in Part I, Section C, Statement of Work.

The Business and Management Proposal shall be evaluated strictly on the merit of the material submitted. No contractual cost information is to be included in the Business and Management Proposal. Where estimated man-hours will provide clarity, they shall be quoted in man-hour figures only, with no indication as to the cost of these man-hours.

The proposal shall contain a description of the proposed services to be provided, method of approach to any perceived problem(s), any recommended changes to the Statement of Work, and any other information considered pertinent to the proposal.

The proposal shall not merely offer to perform work in accordance with the Statement of Work but shall describe

the actual work proposed. The Statement of Work reflects the objective of the work to be performed; therefore, repeating the scope of work without sufficient elaboration will not be acceptable.

FORMAT AND CONTENT

When the Offeror begins to "Create Proposal", the Offeror will create an IIPS cover page and table of contents and attach the required files to the link identified as: Attach Volume II/ Business and Management Proposal.

For consistency, the Offeror is instructed to use the file names specified below. Filename extensions shall clearly indicate the software application used for preparation of the documents, i.e., ".pdf' for Adobe Acrobat, ".doc" for Word files, ".xls" for Excel files, or ".ppt for Powerpoint:

	MANDATORY FILES	FILENAME
File I	Capabilities and Organizational Experience	Capabilities.--
File 2	Make up of Team	Team.--
File 3	Technical Approach	Technical Approach.--
File 4	Past Performance	Past Performance.--

BUSINESS AND MANAGEMENT APPROACH

Pages shall be sequentially numbered with volume and page numbers on each page

To help facilitate the review process and to insure that all the review criteria are addressed, the Offeror shall use the following format when preparing the business and management discussion file. This format relates to the evaluation criteria found in Part IV -- Section M. Alternate heading names and additional headings may be included as desired.

COVER PAGE

The business and management discussion file shall include a cover page indicating the solicitation number, name and address of the Offeror, point of contact, telephone/FAX number/E-Mail address, title of services proposed, and date of proposal as per FAR 52.215-1. The title of the proposed services should be concise and descriptive of the work to be performed. All subsequent pages shall be appropriately numbered and identified with the name of the applicant, the date, and the solicitation number to the extent practicable.

TABLE OF CONTENTS

The business and management discussion file shall include a Table of Contents to facilitate locating the elements of the proposal. All exhibits should be identified.

MANAGEMENT APPROACH

This section shall contain the major portion of the Business and Management Proposal. It shall clearly address each of the Management Approach evaluation criteria in Part IV -- Section M. It shall be presented in as much detail as practical. Note: It is critical that the offeror's Business and Management discussion clearly address each `element' cited herein; these elements are structured to correlate one-to-one with the evaluation criterion given in Section M of this solicitation. Failure to comprehensively address any element can adversely impact the favorable evaluation of your business and management proposal:

Note: For proposal purposes, an offeror is defined as a small business including subcontractors (if applicable), a joint venture, team or team of entities that make up a new limited liability Corporation (LLC), etc. For impacts of subcontracting and definitions of a small business, please refer to contract clause L.16 " Guidance for Prospective Offerors – Impact of Teaming Arrangements on Small Business Status," clause 52.219-6 "Notice of Total Small Business Set-Aside" and clause 52.219-14 "Limitations on Subcontracting."

To help facilitate the review process and to insure that all the review criteria are addressed, the Offeror shall use the following format when preparing the management approach discussion file.

File 1. Capabilities and Organizational Experience

- Describe and discuss depth and breathe of your nuclear licensing experience.
- Describe and discuss your teams experience (all team members should have a minimum of 10 years experience).
- Describe and discuss your experience recognizing the experience of the responders in various NRC-regulated environments (i.e. 10 CFR 50, 63, 71, and 72) and level of experience at NRC-regulated facilities.
- Describe and discuss your teams nuclear and/or complex facilities design, construction, and operations experience. Specifically address the types of facilities where responders have previous experience on, nuclear power plants, nuclear storage facilities, nuclear disposal facilities, nuclear fuel fabrication, spent nuclear fuel transportation or storage casks, etc.
- Describe and discuss previous similar review activities. Provide specific examples. (Positive attributes would include experience: as an expert witness at an NRC hearing, as an Atomic Safety Board Licensing Member, as an NRC staff member reviewing applications, conducting performance assessments for nuclear waste facilities, preparing NRC licensing applications, developing analysis to support NRC licensing applications, preparing NRC rulemakings, etc.)

File 2. Make up of team

- Describe and discuss the make up of your team, including functional managers and key personnel
- Discuss how your team's experience will be used in accomplishing the statement of work requirements.
- Please provide resumes for all Key personnel you have identified and any other individual on your team that is critical to its success.
- The offeror should propose a team that has personnel/expertise in the following areas: NRC spent fuel and commercial power plant licensing experience, civil engineering, electrical engineering, mechanical engineering, seismic engineering, hydrology, geology, dose assessment, probabilistic risk assessment, nuclear plant emergency planning experience, nuclear plant security planning experience, and spent fuel handling facility design and operations experience.

File 3. Technical Approach

- Describe and discuss your innovative approaches to successfully accomplishing the Statement of Work.
- Discuss your understanding of the Scope of work

File 4 - Past Performance

Describe your past performance record.

- Discuss performance of the offeror's (for each member of the offeror's team as described in FAR 9.601 or major subcontract) past contracts (within the last five years) for similar size scope and complexity, with a focus on quality of work, timeliness of work, and any cost overruns.
- Identify any challenges which have been presented in performing past contracts and the mitigation action you have taken.
- For each past contract discussed, identify the customer name and location, contract type, duration of the contract, dollar value of the contract, customer contact name and number, duration (start and end dates).

L.20 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III COST PROPOSAL. (NOV 2003)

Volume III, Labor Hour Proposal, consists of the offeror's fixed labor rates and travel costs which will be used to determine the "Total Not to Exceed Ceiling Price" for the contract.

FORMAT AND CONTENT

Volume III, Cost Proposal, shall include the following documents (in the order listed):

MANDATORY FILE	FILE NAME
FILE I, SECTION B.1 AND B.2, SERVICES AND PRICES	Section B.--- (wpd, pdf, or doc)
FILE 2, LABOR CATEGORIES AND HOURS	
FILE 3, TRAVEL	

File 1:
Section B, articles B1 and B.2 have been uploaded with the solicitation, as a separate Word document (SectionB.doc), which can be used for the offeror to complete, save and submit as their File 1. Each offeror shall fill in the spaces with the requested information (labor categories, hours, and fully loaded fixed hourly rates) in the spaces provided. The price will include loaded hourly rate including: labor rate, fringe benefits, overhead, overtime, travel, training, profit, and general/administration, applicable to the services performed. Pricing information shall consist of the offeror's prices to perform all of the requirements of this solicitation.

Each Labor Rate provided will be considered a fixed labor rate for performance of the scope of work as identified in the Statement of Work.

To assist offerors in calculating full cost recovery, a checklist is provided below. This checklist includes items typically considered by offerors in developing a fixed labor rate proposal. The list may not be all inclusive and it is the offeror's responsibility to ascertain that all elements of cost are captured in the offeror's fixed rate proposal. Take care that all elements of cost and profit are accounted for in the calculation of the prices set forth in Section B, Articles B.1. and B.2.

_ Direct Labor
_ Monthly Meetings
_ Required Training
_ Vacations
_ Personal Days
_ Holidays
_ Health & Welfare Benefits
_ Employer Taxes & Insurances
_ Other Direct Cost
_ Overtime
_ G&A Rate
_ Profit
_ Subcontracted Services
_ Handling Fees
_ Training

File 2:
Please provide a excel worksheet identifying the labor categories and hours for each categories. No rates/prices are to be identified in this work sheet.

File 3:
Please provide an excel worksheet of your projected travel cost for this effort. Information should include destination, number of travelers, travel costs, lodging costs, per diem cost, etc. Please note that travel costs will only be reimbursed up to the amounts shown in the Federal Travel Regulations and Per Diem Allowances.

L.21 INFORMATION OF AWARD

Written notice to unsuccessful offerors and contract award information will be promptly released in accordance with DOE regulations applicable to negotiated acquisitions.

L.22 DISPOSITION OF SOLICITATION MATERIALS AND PROPOSALS

Offerors proposals will not be returned.

L.23 FAR 52.233-2 SERVICE OF PROTEST

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

Birdie Hamilton-Ray, Contracting Officer
U S. Department of Energy
Office of Civilian Radioactive Waste Management
Office of Repository Development
1551 Hillshire Drive, M/S: 523
Las Vegas, NV 89134

Telephone:	(702) 794-5586
Facsimile:	(702) 794-5557
E-mail:	birdie_hamilton-ray@ymp.gov

(a) The copy of any protest shall be received in the office designated above within one day of filing a protest with the Government Accountability Office.

L.24 DEAR 952.233-2 SERVICE OF PROTEST

As prescribed in 48 CFR 933.106(a), add the following to the end of the clause at FAR 52.233-2:

(c) Another copy of a protest filed with the Government Accountability Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

L.25 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

(a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103- 355. Such request must be in writing and addressed to the contracting officer for this procurement.

(b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

L.26 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

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

L.27 OFFEROR QUESTIONS OR COMMENTS

Offerors are requested to submit questions or comments to the Contract Specialist (through IPPS) concerning the Request for Proposals by Sep 17, 2006. Questions or comments submitted after such time may not be considered and an extension to the proposal due date will not be entertained.

L.28 DISCUSSIONS WITH OFFERORS

The Government intends to award without discussions. However, the Contracting Officer may conduct written or oral discussions with those offerors determined to be in the competitive range. Offerors will be notified of the date, time, and place for any such oral discussions. Any such discussions will be conducted in accordance with DOE procurement policies and procedures.

PART IV – REPRESENTATION AND INSTRUCTIONS
SECTION M
EVALUATION FACTORS FOR AWARD

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SECTION M
EVALUATION FACTORS FOR AWARD

M.1 GENERAL

Proposals will be evaluated in accordance with applicable Department of Energy acquisition policies and procedures. The proposal preparation instructions contained in Section L of this solicitation are designed to provide guidance to the offeror concerning the criteria that will be used to evaluate the proposals.

Award will be made to the responsible offeror(s), whose offer(s), conforming to the RFP is (are) considered most advantageous to the Government, considering the Evaluation Criteria in this Section M including price.

The Government may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from cost or price and technical standpoint.

M.2 BASIS FOR CONTRACT AWARD

The Government intends to award one contract to the responsible Offeror whose proposal is responsive to the solicitation and is determined to be the best value to the Government. Selection of the best value to the Government will be achieved through a process of evaluating the strengths and weaknesses of each Offeror's proposal in accordance with the evaluation criteria stated in the solicitation. In determining the best value to the government, the Business and Management criteria are significantly more important than the evaluated cost. The Government is more concerned with obtaining a superior business and management proposal than making an award at the lowest evaluated cost. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one business and management proposal over another. Thus, to the extent that Offerors' business and management proposals are evaluated as close or similar in merit, the evaluated cost is more likely to be a determining factor.

M.3 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA

The Business and Management Proposal is of greater importance than the cost proposal (note: all criteria are of equal importance.) However, if, after evaluations , two or more competing overall proposals are close or similar in merit, evaluated price may be the deciding factor for selection, depending on whether the most acceptable overall proposal (excluding cost consideration) is determined to be worth the cost differential, if any. The offer and other documents in the proposal are to be evaluated for adequacy and compliance with the solicitation.

M.4 EVALUATION CRITERIA - SUPPORT SERVICES (SEB) (DEC 2000)

BUSINESS AND MANAGEMENT CRITERIA:

Business and Management aspects of the proposals will be evaluated in accordance with the following criteria, which are of equal importance.

Criteria 1. Capabilities and Organizational Experience

- Depth and breadth of nuclear licensing experience. Depth will be evaluated by years of experience (all team members should have a minimum of 10 years). More experience will be rated higher. Breath of experience will be evaluated by recognizing the experience of the responders in various NRC regulations (i.e. 10 CFR 50, 63, 71, and 72) and level of experience at NRC-Regulated facilities.
- Depth and breadth of nuclear and/or complex facilities design, construction, and operations experience will be evaluated. Consideration will be given to the types of facilities that responders have previous experience on: nuclear power plants, nuclear storage facilities, transportation equipment, disposal facilities, fuel fabrication, etc.
- Depth and breadth of previous similar review activities will be evaluated.
- Positive attributes would include experience: as an expert witness at an NRC hearing, as an Atomic Safety Board Licensing Member, as an NRC staff member reviewing applications, conducting performance

assessments for nuclear waste facilities, preparing NRC licensing applications, developing analysis to support NRC licensing applications, preparing NRC rulemakings, etc.

Criteria 2. Make up of team

- The experience of the team will be evaluated to the extent that it ensures accomplishment of the statement of Work requirements.
- The offeror's functional manager and key personnel (and resumes) will be evaluated on its experience and expertise to review the entire draft license application and the repository design. Such expertise shall include but not be limited to proposing experts with NRC spent fuel and commercial power plant licensing experience, civil engineering, electrical engineering, mechanical engineering, seismic engineering, hydrology, geology, dose assessment, probabilistic risk assessment, nuclear plant emergency planning experience, nuclear plant security planning experience, and spent fuel handling facility design and operations experience.

Criteria 3. Technical Approach

- The proposals will be evaluated for innovative approaches to completing the scope of work.
- The technical approach will be evaluated to the extent it demonstrates an understanding of the Statement of Work.

Criteria 4. Past Performance

- The offeror will be evaluated on its past performance on contracts of similar size, scope and complexity, as it relates to quality, timeliness and cost.
- The offeror will be evaluated on Identified previous challenges that have arisen and been resolved or mitigated during performance of previous contracts.
- Offerors that are without prior past performance history shall not be evaluated favorably or unfavorably on past performance.

M.5 PRICE CRITERIA

The Cost Proposal will not be numerically scored or adjectivally rated but will be evaluated to assess the offeror's understanding of the requirements, price realism, accuracy and reasonableness, and the evaluated probable cost to the Government.