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**L.1 52.204-7 System for Award Management. (JUL 2013)**

(a) Definitions. As used in this provision-

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

Registered in the System for Award Management (SAM) database means that-

- (1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- (4) The Government has marked the record "Active".

(b)

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

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

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

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

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

#### **L.2 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)**

(a) Definitions. As used in this provision-

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

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

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

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

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

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets); and

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

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

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right

to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

**L.2a 52.215-3 Request for Information or Solicitation for Planning Purposes. (OCT 1997)**

(a) The Government does not intend to award a contract on the basis of this solicitation or to otherwise pay for the information solicited except as an allowable cost under other contracts as provided in subsection 31.205-18, Bid and proposal costs, of the Federal Acquisition Regulation.

(b) Although "proposal" and "offeror" are used in this Request for Information, your response will be treated as information only. It shall not be used as a proposal.

(c) This solicitation is issued for the purpose of: providing offerors advance insight into solicitation requirements.

**L.3 52.215-16 Facilities Capital Cost of Money. (JUN 2003)**

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

**L.4 52.215-20 Requirements for Certified Cost or Pricing Data or Data Other Than Cost or Pricing Data. (OCT 2010) - Alternate IV (OCT 2010)**

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below:

**Overview and General Requirements.** The Contracting Officer has determined that certified cost and pricing data is not required for this competitive solicitation. However, in accordance with FAR 15.403-1(b) and 15.403-3(a), information other than cost or pricing data is required to determine if the proposed cost is fair and reasonable and reflects a clear understanding of the solicitation requirements. If, after receipt of the proposals, the Contracting Officer determines that there is insufficient information available to determine price reasonableness and none of the exceptions in FAR 15.403-1 apply, the offeror shall provide certified current, complete, and accurate cost data within 14 days after receipt of the Contracting Officer's request. Volume III, Cost and Fee Proposal, has no page limitations.

**Provide information as described below.**

**Cost and Fee Proposal.** The Cost and Fee Proposal, Volume III, consists of the offeror's proposed cost to perform the required work set forth in the Statement of Work as well as the offeror's financial responsibility information. Cost information shall not be included in any portion of Volume II.

**Teaming Arrangements.** If the offeror is proposing a teaming arrangement as defined in 48 CFR 9.601, this information must be provided for the prime contractor and any teaming partners/subcontractors/other organization (regardless of the level of involvement), in support of the proposed cost for each year of the contract.

**I. General Information and Instructions**

**A. RFP Provisions Bearing on Labor Cost.** RESERVED.

**B. RFP Provision Bearing on Total Cost.** The requirements for use of Government-furnished property and facilities as outlined in Section C, Performance Work Statement, should be considered in completing the Cost and Fee proposal.

**C. Proposal Cover Sheet.** Complete, as the first page of the Cost and Fee proposal, a cover sheet that includes the following information:

- a. Company name, division, address, telephone number, and e-mail address.
- b. The name, telephone number, and e-mail address of a primary point of contact authorized to provide clarifying information regarding the Volume III, Cost and Fee proposal.
- c. The Government solicitation number, DE-SOL-0006230, the offeror's Cost and Fee proposal number and the expiration date.
- d. A brief description of the services being provided and the places of performance.
- e. Proposed total cost and fee, including DOE provided amounts.
- f. Name, title, and signature of person authorized to commit the firm.
- g. A statement that the cost and fee proposal has been prepared in accordance with applicable FAR regulations/cost principles, the offeror's established estimating and accounting policies, and the requirements of this solicitation. The offeror shall list each exception, if any, and provide complete rationale.
- h. Name, address, and phone number of the cognizant Government audit office and contract administrative office for the Offeror and any proposed subcontractors, teaming partners, or inter-organizational transfers.

**D. Narrative Support:** The offeror shall provide narrative support sufficient to explain the development of the proposed costs/prices. In accordance with the solicitation requirements, the narrative should describe the offeror's supporting rationale, the estimating methodologies used, and the basis of the data provided in support of the proposed costs/prices.

**E. Accounting System.** The offeror shall provide a copy of the government approval/determination that its proposed accounting system is adequate for the identification, accumulation, and recording of costs under government reimbursable type contracts/subcontracts if the approval/determination was issued within the last three years. If the accounting system was deemed inadequate, provide the corrective actions that have been or will be taken to correct the cited issues, including the implementation time for each action. If no approval/determination has been issued within the last three years, so state.

- a. The offeror shall provide a copy of the most recent audit report on the proposed accounting system if the audit was performed within the last five years. If no accounting system audit has been performed within the last five years, so state.

- b. The offeror shall fully describe and explain any material changes made to the proposed accounting system since it was approved and/or audited.
- c. If the proposed accounting system has not been formally approved by the government within the last three years and/or audited within the last five years, or an audit determined the accounting system to be inadequate, then the offeror shall state this and provide responses to the offeror's Proposed Accounting System Information, incorporated into this solicitation as RESERVED.
- d. The same accounting system information described in the paragraphs above shall be provided for any subcontractor or, if a joint venture or newly formed entity each member that will be performing work under the solicitation, on a cost reimbursement basis, or whose proposed cost exceeds twenty percent (20%) of the total proposed cost.

**F. CAS Applicability.** Include a statement as to whether the proposed contracting entity is subject to cost accounting standards. If it is subject to those standards, provide:

- a. The date of the current disclosure statement.
- b. A statement as to whether the disclosure statement has been determined to be adequate.
- c. A statement as to whether the proposal is priced in accordance with the entity's disclosed practices.
- d. The status of any outstanding CAS noncompliance.

**G. Agreement of Cost and Technical Proposals.** Labor categories and levels of each category, if applicable, must be the same in both the cost and technical proposals. Offerors must provide an adequate "crosswalk" document showing that the two respective proposals are in agreement.

**H. Table of Contents.** All pages in the cost proposal, including forms, tables, and exhibits, must be numbered and identified in a table of contents. The cost proposal shall be sufficiently complete so that cross-referencing to other volumes is not necessary. None of the information contained in Volume III should be included in any other proposal volume unless specifically requested in this solicitation. There is no page limitation on the cost proposal.

**I. Point of Contact.** Offerors shall provide the name, address, telephone number, facsimile number, and e-mail address of the person(s) authorized to provide any clarifying information regarding the Volume III, Cost Proposal. The offeror shall also provide the name, address, telephone number, facsimile number, and e-mail address(es) for the cognizant Administrative Contracting Officer and the cognizant Audit Agency Office, if any.

- J. Right to Request Additional Information.** DOE reserves the right to request to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form), which will permit an adequate evaluation of the proposed cost. This right may be exercised in connection with any review deemed necessary by the Government prior to award. This statement shall apply to any and all teaming partners/subcontractors.
- K. Right to Audit Information.** DOE reserves the right to request the Defense Contract Audit Agency (DCAA), or other professional audit organization such as a Certified Public Accounting firm, to audit any information provided in this volume or additional financial information provided by the offeror. The offeror shall provide the name, address, telephone number, and e-mail address of the cognizant DCAA office representative. Also, offerors shall provide any relevant correspondence or reports available from its cognizant DCAA office, such as provisional indirect rate agreements, forward pricing rate agreements, prior year incurred cost audit reports, procedural type audits such as accounting system reviews, etc., in order to provide an aid in evaluation of the proposal.

## **II. Proposed Cost and Fee Information**

- A. Data Other Than Certified Cost or Pricing Data.** The following information other than certified cost or price information is required to support a determination of price reasonableness and cost realism. The information is requested by cost element and based on a detailed “bottoms up” type estimating technique for direct cost. If the offeror’s normal estimating methodology is inconsistent with this approach, the normal methodology is acceptable provided that the method and source of data is thoroughly explained. For example, it is requested that material be identified by the kind, quantity, and cost of all material proposed; however, the normal method may be to estimate some or all material as a factor of a specific base.
- B. Format and Type of Data Other Than Certified Cost or Pricing Data.** Offerors must complete an Exhibit similar to the one shown herein except that the cost elements should reflect the offeror’s indirect rate structure and cost accounting practices. The total of the proposed cost and fee included within this exhibit and elsewhere, as appropriate, must agree with Section B, the clause entitled RESERVED.

**EXHIBIT A**  
**PROPOSED BASE PERIOD HOURS, COST, & FEE**  
**(Dollars in 000's)**

Cost Element	Transition Period	RESERVED - One Column Per Year	Total
Direct Labor Hours			
Direct Labor Costs			
Fringe Benefits			
Direct Material			
Subcontracts			
Travel			
Other Direct Costs			
Overhead			
Material Burden			
Participant Cost			
G&A			
Total Cost			
Fee			
Total Cost & Fee			

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**C. Additional Information and Schedules.** The following schedules are required as support for the proposed costs presented in the above summary exhibit.

1. **Direct Labor.** Prepare a schedule of labor hours and labor rates by labor category. The labor schedules shall support the total labor hours and labor cost reflected in the cost schedule shown above. The labor schedules shall identify proposed rates and hours for straight time, overtime and/or rate differential, if applicable. The offeror shall provide an explanation regarding assumptions used to compute overtime rates and rate differentials. The offeror shall also identify those labor categories subject to uncompensated overtime and provide assumptions used to compute labor rates for those categories. Any labor categories subject to the Service Contract Act should be identified in order to verify that the offeror has complied with the requirements of the Act.
2. **Fringe Benefits.** Identify all applicable fringe benefits for each year proposed. Provide a schedule showing the application of each rate to the applicable base. The resulting cost should agree to the schedule above.
3. **Material.** Include a material list of all direct materials to be allocated to this contract.
4. **Subcontract(s).** Identify all proposed subcontractors by name and cost. Provide a statement as to whether the subcontractor's proposal has been reviewed by the offeror for reasonableness, compliance with applicable flow down provisions of the Federal Acquisitions Regulations, and compliance with the Service Contract Act. Subcontract schedules must be in the same format as the prime contract cost schedules and shall include all support schedules defined in this section.
5. **Travel.** Provide a schedule identifying travel costs for key personnel anticipated by the offeror. The schedule must identify which key personnel will be traveling, as well as the location and duration of the trip along with all associated costs.
6. **Other Direct Cost.** Provide a schedule identifying other costs anticipated by the offeror but not specifically provided for within the other cost elements. The ODCs must include an amount of \$ RESERVED annually which represents the total direct cost of all improvements to Government facilities and \$ RESERVED annually which represents the total direct cost of all improvements to Government equipment.
7. **Overhead.** Identify all applicable overhead rates for each year proposed. Provide a schedule showing the application of each overhead rate to the applicable base. The resulting cost should agree with the summary schedule.

8. **Material Burden.** Identify the material burden rate for each year proposed. Provide a schedule showing the application of the material burden rate to the applicable base. The resulting cost should agree with the summary schedule.
9. **Participant Costs.** Due to the nature of the contract, if awarded the contract, the Offeror can expect to perform work for other federal agencies. A large portion of this work is for participant costs within the STEM Workforce Development (STEM WD) scope area. The actual costs for this WBS include costs (honoraria, stipends, travel, and fringe benefits) of undergraduate and graduate students, postgraduate researchers, and faculty who participate in ORISE supported fellowship, scholarship, internship, research participation, and related education programs. The estimated participant costs and the number of participants for the FY 2016 are provided below to assist offerors in estimating the level of effort and associated costs required to perform this work. Offerors should apply an appropriate escalation rate when estimating the remaining years of the proposal. The number below includes participants' costs for both DOE and other Federal agencies.

<b>Fiscal Year</b>	<b>STEM WD Participants</b>	<b>STEM WD Participants' Costs</b>
2016	RESERVED	\$ RESERVED

10. **Interdivisional Transfers.** A separate breakout for each interdivisional transfer must be provided and supported to the same extent as that required of the prime contractor. This requirement includes subcontractors under the interdivisional work.
11. **General & Administrative (G&A) Cost.** Identify the G&A rate for each proposed year. Provide a schedule showing the application of the G&A rate to the applicable base. The resulting cost should agree with the summary schedule
12. **Fee.** RESERVED

**D. Strategic Partnership Program (Work for Others).** RESERVED.

**E. Transition Period.** Offerors shall provide a cost estimate for all transition activities of a period of up to RESERVED days as provided for in the Section L, cost proposal exhibits. Offerors may not apply fee or profit to the transition period.

**F. Escalation Factor.** Offerors shall use an escalation rate of RESERVED percent in preparation of their proposals.

**G. Indirect Rates.** Show the proposed rates by FY for all applicable burden rates. Identify the application base for each burden rate, and provide documentation regarding the basis

for the proposed rates/factors (i.e., FPRA, Bidding rates, DCAA audits). The offeror must submit any current Government-approved written indirect rate agreements.

1. Provide details of Indirect Expense Pools and Bases (element of cost and allocation used to calculate the rates).
2. Demonstrate how overhead is computed.

If the offeror or any proposed cost reimbursement subcontractor includes the use of an indirect expense rate (overhead and/or G&A), that has not been audited or approved by their cognizant auditor, then the offeror or subcontractor must submit an indirect cost exhibit with this cost proposal. The indirect cost exhibit must be prepared for the offeror's most recently completed fiscal year, the current fiscal year, and the next two fiscal years or, if fewer, the years covering the period of performance. A separate exhibit is required for each proposed indirect rate and cost center. Also, state at the bottom of each exhibit the inclusive dates of the fiscal year.

**H. Key Personnel Costs.** As part of the evaluation of the cost to the Government of doing business with each offeror, the Government will evaluate the total compensation and associated fringe benefits for key personnel. With regards to these key personnel costs, the offeror shall provide narrative support sufficient to explain the development of the costs proposed. The narrative shall describe the offeror's supporting rationale, market surveys and benchmarks (including position to market), the estimating methodologies used, and the basis of any other data provided in support of the proposed costs. Offerors should be sufficiently detailed to demonstrate their reasonableness and realism.

In addition, for each of the key personnel, separately identify the employee's proposed compensation utilizing the table below.

- a. For purposes of this requirement, the term "compensation" is defined by FAR 31.205-6(p).
- b. These amounts shall be separately identified for each period of performance.
- c. DOE Acquisition Letter AL-2013-04 (dated March 1, 2013) provides further information regarding contractor executive compensation and internal approval requirements that may impact proposed compensation reimbursement.
- d. RESERVED.

<b>PROPOSED KEY PERSONNEL COMPENSATION FOR FIRST TWO PERIODS OF CONTRACT PERFORMANCE</b>								
<b>PERIOD OF PERFORMANCE</b>								
<b>Name</b>	<b>Title (revise and add titles to align with proposal)</b>	<b>Base Salary to be charged to the contract</b>	<b>Incentive Pay / Bonuses</b>	<b>Deferred Compensation per FAR 31.205-6(k)</b>	<b>Employer Contributions to Defined Contribution Plan(s)</b>	<b>Any other forms of proposed Compensation per FAR 31.205-6(p)</b>	<b>Fringe Benefit Costs*</b>	<b>Current Salary</b>
	Director							
	Manager							

\*Specify all the elements and associated costs (direct and indirect) that constitute the total allocable fringe benefit cost

**Include as an attachment to the cost proposal a copy of each employee's signed commitment letter showing the agreed upon salary and benefits package**

- I. Major Activities.** The PWS describes five major activities. The offeror must prepare an exhibit(s) of the proposed costs as defined in Section L Attachments TBD separated into these five activities by FY.
- J. Contingencies.** The offeror shall provide information explaining the nature and amount of any contingencies included in the cost proposal.
- K. Cost of Security Clearances.** RESERVED.
- L. Automation.** Submit cost and price proposal data using Microsoft EXCEL (version 2007 or higher), consistent with the attachments to these instructions. Do not provide spreadsheets using any other programs where formulas cannot be viewed. Provide supporting narrative in Microsoft WORD (version 2007 or higher) or searchable .pdf.
- M. Patent Royalties.** If royalties are proposed, provide the proposed cost for each, discuss its basis, identify where this cost appears relative to the proposed cost elements in Exhibit A, and any other information pertinent to the proposed cost.

**III. Determination of Financial Responsibility.**

FAR 9.104-1(a) requires a prospective contractor to have adequate financial resources to perform the contract or the ability to obtain them in order to be determined responsible. It is the offeror's responsibility to demonstrate its financial capability to complete the contract. Information provided by the offeror shall include, but not be limited to, the following, if it exists:

- A.** A current balance sheet, a cash flow statement, and a profit/loss statement covering all quarters completed in the current fiscal year and projected data for the balance of the year.
- B.** An audit opinion rendered by an independent CPA firm and the related audited financial statements and notes to the financial statements for the last two completed fiscal years. If the requested financial statements have not been audited, the offeror shall submit compiled (unaudited) financial statements.
- C.** The information above for all participants if the offeror is a teaming arrangement and for any proposed subcontractor whose estimated cost exceeds 20 percent of the total proposal cost. If the offeror is a limited liability company or similar entity created for the purpose of performing this contract and lacking financial resources, the above information should be submitted for the parent corporate entity(s).
- D.** A letter of credit containing the name of the lender and the financing terms if credit is to be obtained.

The determination of financial capability to complete this contract shall be made by DOE. However, a financial capability review may be performed by the Defense Contract Audit Agency for DOE's consideration.

#### **IV. Exhibit Instructions**

The following instructions are provided to assist in the preparation of a comprehensive fully-supported cost proposal. Contractual cost information is not to be included in the Technical Proposal. Inadequate proposals may be rejected by the Contracting Officer.

- a. The following attached tables/spreadsheets are samples of the minimum level of detail required in your proposal:

Exhibit A – Total Contract Costs by Year by work scope area

Exhibit B – Total Labor Costs by work scope area

Exhibit C – Total Material Costs by work scope area

Exhibit D – Total Subcontract Costs by work scope area

Exhibit E – Total ODC Costs by work scope area

Exhibit F – Total Travel Costs by work scope area

Exhibit G – Percentage of Subcontracting

Exhibit H – Key Personnel Costs

The estimating format is for illustration purposes only. Propose all costs in accordance with your established accounting and estimating practices. A separate table must be provided for each year of the contract.

- b. Table of Contents: All forms, tables, or exhibits must be included and clearly identified in the table of contents.
- c. Page Identification: All pages of the cost proposal, including forms, must be numbered.
- d. Rounding Off: Final monetary extensions must be expressed in whole dollars only.
- e. Exceptions, Deviations, and Conditional Assumptions:
  - (1) The offeror must identify and explain any exceptions, deviations, or conditional assumptions taken to the cost proposal preparation instructions for this RFP.
  - (2) The offeror must identify and explain any exceptions, deviations, or conditional assumptions taken to any other part of this RFP.

- f. Provide these instructions to all subcontractors and interdivisional transfers.
- g. Employee Relocation. Relocation costs as a direct expense is allowable only for key personnel.

2. Level of Cost Detail Required By These Instructions

- a. Provide a summary of the total cost broken down by FY.
- b. Provide individual cost summaries by work scope area and/or task broken down by FY.
- c. All cell formulas must be included. Round totals to the nearest whole dollar.

**L.5 52.215-22 Limitations on Pass-Through Charges--Identification of Subcontract Effort.  
(OCT 2009)**

- (a) Definitions. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled "Limitations on Pass-Through Charges" (FAR 52.215-23).
- (b) General. The offeror's proposal shall exclude excessive pass-through charges.
- (c) Performance of work by the Contractor or a subcontractor.

(1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal-

(i) The amount of the offeror's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal--

(i) The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

**L.6 RESERVED.**

**L.7 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

**L.8 52.222-46 Evaluation of Compensation for Professional Employees. (FEB 1993)**

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact

upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

**L.9 RESERVED.**

**L.10 52.233-2 Service of Protest. (SEP 2006) as modified by DEAR 952.233-2 Service of protest.**

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

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

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

**L.11 52.237-1 Site Visit. (APR 1984)**

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

**L.12 52.237-10 Identification of Uncompensated Overtime. (OCT 1997)**

(a) Definitions. As used in this provision -

"Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Uncompensated overtime rate" is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ( $\$20.00 \times 40$  divided by  $45 = \$17.78$ ).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This

includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

#### **L.13 952.219-70 DOE Mentor-Protégé 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 Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

#### **L.14 RESEVRED**

(a) Definition. Energy Policy Act target groups, as used in this provision means-

(1) An institution of higher education that meets the criteria of 34 CFR 600.4(a) and has a student enrollment that consists of at least 20 percent-

(i) Hispanic Americans, i.e., students whose origins are in Mexico, Puerto Rico, Cuba, or Central or South America, or any combination thereof, or

(ii) Native Americans, i.e., American Indians, Eskimos, Aleuts, and Native Hawaiians, or any combination thereof;

(2) Institutions of higher learning determined by the Secretary of Education to be Historically Black Colleges and Universities pursuant to 34 CFR 608.2; and

(3) Small business concerns, as defined under section 3 of the Small Business Act (15 U.S.C. 632), that are owned and controlled by individuals who are both socially and economically disadvantaged within the meaning of section 8(d) of the Small Business Act (15 U.S.C. 637(d)) or by a woman or women.

(b) Section 3021 of the Energy Policy Act (Pub. L. 102-486) establishes a goal of award of 10 percent of the contract dollar value for prime and subcontract Energy Policy Act awards to Energy Policy Act target groups.

(c) The Offeror, if other than one of the three groups specified in paragraph (a) of this clause, shall submit, as part of its **Capabilities and Approach** proposal or, if this solicitation requires the submission of a Small Business Subcontracting Plan, then as part of that plan, unless otherwise stated in the proposal preparation instructions, individual subcontracting goals for each of the three Energy Policy Act target groups. Individual goals shall be expressed in terms of a percentage of the Offeror's proposed contract dollar value. In addition, the offeror shall provide a description of the nature of the effort to be performed by each of the three groups, and, if possible, the identity of the contemplated subcontractor(s).

(d) Unless otherwise stated, such goals shall be considered in the evaluation of the **Capabilities and Approach** Proposal as discussed in Section M of this solicitation or, if applicable, as part of the evaluation of the Small Business Subcontracting Plan.

#### **L.15 952.227-84 Notice of right to request patent waiver (FEB 1998)**

Offerors have the right to request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of the contract that may be awarded as a result of this solicitation, in advance of or within 30 days after the effective date of contracting. Even where such advance waiver is not requested or the request is denied, the contractor will have a continuing right under the contract to request a waiver of the rights of the United States in identified inventions, i.e., individual inventions conceived or first actually reduced to practice in performance of the contract. Domestic small businesses and domestic

nonprofit organizations normally will receive the patent rights clause at DEAR 952.227-11 which permits the contractor to retain title to such inventions, except under contracts for management or operation of a Government-owned research and development facility or under contracts involving exceptional circumstances or intelligence activities. Therefore, small businesses and nonprofit organizations normally need not request a waiver. See the patent rights clause in the draft contract in this solicitation. See DOE's patent waiver regulations at 10 CFR part 784.

**L.16 952.233-4 Notice of protest file availability (AUG 2009)**

(a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to 48 CFR 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 48 CFR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

**L.17 952.233-5 Agency protest review. (SEP 1996)**

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the Contracting Officer prior to filing a protest.

**L.18 DOE-L-1001 General Instructions**

QUESTIONS CONCERNING THE SOLICITATION

Questions concerning this solicitation must be submitted via Fed Connect, not more than three weeks after the Government releases this solicitation. Any questions received after that date may not be answered prior to the date that proposals are due. Each question should clearly specify the solicitation area to which it refers. Answers will be made available to the public as soon as practicable.

Any information concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective offerors. The identity of the prospective offerors asking questions will be withheld.

The Government shall not respond to questions submitted by telephone, E-mail or in person at any time. Offerors are encouraged to periodically check Fed Connect to ascertain the status of any answers to questions, as hard copies will not be distributed.

#### **L.19 DOE-L-1003 Offer Acceptance Period**

The offeror's proposal shall be valid for RESERVED calendar days after the required due date for proposals.

#### **L.20 DOE-L-1004 Number of Awards**

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.21 DOE-L-1005 False Statements**

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.22 DOE-L-1006 Expenses Related to Offeror Submissions**

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

**L.23 Reserved**

**L.24 DOE-L-1011 Small Business Size Standards and Set-Aside Information (Unrestricted)**

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

**L.25 DOE-L-1013 Alternate Proposal Information - None**

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

**L.26 DOE-L-1015 Notice of Intent - Use of Non-Federal Evaluators and Advisors**

The Government intends to utilize non-federal advisors for evaluating proposals received in response to this solicitation. Such evaluators and/or advisors shall be required to sign Nondisclosure Agreements in accordance with DEAR 915.207-7-(f) (6).

Under the statutes governing Procurement Integrity, non-federal advisors may not disclose any information learned by participating in this acquisition. Any company that employs such an individual, after his or her service as an advisor, cannot lawfully seek procurement-sensitive information, any attempt to do so constitutes a violation of the Procurement Integrity Act, 41 U.S.C. § 423.

**L.27 DOE-L-1016 Contacts Regarding Future Employment**

Offerors may contact incumbent contractor employees about future employment except where prohibited by law. These contacts must take place outside the normal working hours of the employees.

**L.28 DOE-L-1021 Protests to the Department of Energy**

Potential bidders or offerors may submit a protest in accordance with FAR Part 33.1 and DEAR 933.1. Protests to the Department of Energy must be submitted directly to the Contracting Officer and shall be decided by the Head of the Contracting Activity (HCA), except for cases which shall be decided by the Procurement Executive. The Procurement Executive or the HCA (whichever is the deciding authority) will issue a decision on the protest within 35 calendar days, unless a longer period of time is determined to be needed.

**L.29 Proposal Preparation Instructions - General**

(a) General - Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the proposal must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part must be appropriately numbered and identified with the name of the offeror, the date, and the solicitation number.

(b) Overall Arrangement of Proposal - The offeror must be registered and have access to the FedConnect website located at <https://www.fedconnect.net/> . The overall proposal must consist of three (3) separated volumes individually titled as stated below. The offeror must submit each proposal volume electronically utilizing FedConnect. No other method of proposal submission is authorized. The offers are due [date and time TBD].

VOLUME NUMBER	TITLE	FILE FORMATS
Volume I	Offer and Other Documents	Searchable .pdf or MS Word 2007 or higher
Volume II	Capabilities and Approach	Searchable .pdf or MS Word 2007 or higher
Volume III	Cost and Fee	Searchable .pdf or MS Word 2007 or higher, and MS Excel 2003 or higher, as appropriate

(c) Note the acceptable file formats above. FedConnect will allow users to upload files in numerous formats, not all of which are readily readable to DOE. Therefore, the Contracting Officer is limiting the acceptable file formats to those listed above in order to aid in the evaluation and reduce confusion. Failure to comply with the file format submission instructions

may render a proposal unacceptable and subject to rejection before a detailed evaluation is performed.

(d) Do not assume that because you have had similar contracts with the Federal Government, including the DOE, that reviewer knows of your performance under such contracts and will make assumptions regarding your proposal based on that knowledge. Any proposals received in response to this solicitation will be evaluated strictly as submitted and in accordance with the evaluation criteria specified in Section M.

### **L.30 Proposal Preparation Instructions - Offer and Other Documents - Volume I**

(a) General. Volume I, Offer and Other Documents consists of the actual offer to enter into a contract to perform the desired work. It includes those items listed in paragraph (b) and detailed in paragraphs (c) through (i).

(b) Format and Content

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

- (1) The Proposal Form fully executed (e.g., SF 33)
- (2) Additional Offeror Representations, Certifications, and Acknowledgments (other than those executed in the Online Representations and Certifications Application (ORCA))
- (3) RESERVED.
- (4) Competition in Subcontracting
- (5) Exceptions and Deviations taken to the model contract
- (6) Summary of Exceptions and Deviations taken in other Volumes
- (7) A numbered listing of the offeror's commitments corresponding to that section of Volume II
- (8) Completed Small Business Subcontracting Plan

Volume I, Offer and Other Documents, has no page limitation.

(c) The Proposal Form

(1) Use of the Form. The Proposal Form, (SF 33 ) is to be executed fully and used as the cover sheet (or first page) of Volume I, Offer and Other Documents.

(2) Acceptance Period. The acceptance period entered on the Proposal Form by the offeror must not be less than that prescribed in the solicitation provision entitled "Offer Acceptance Period", which must apply if no other period is offered.

(3) Signature Authority. The person signing the Proposal Form 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.

(d) Offeror Representations, Certifications, and Other Statements of Offerors. Offeror Representations, Certifications, and Other Statements of Offerors are to be executed fully and a copy included in Volume I, Offer and Other Documents, and should match the offeror's record in SAM.gov.

(e) RESERVED.

(f) Competition in Subcontracting

(1) See the clause entitled "Competition in Subcontracting" in Section I.

(2) The offeror must select proposed subcontractors (including suppliers) on a competitive basis to the maximum practicable extent consistent with the objectives and requirements of the solicitation. Competitive solicitation of proposed subcontractors must be discussed in this section. Non-competitive selection of proposed subcontractors must be justified.

(g) Exceptions to and Deviations from the Model Contract.

(h) Summary of Exceptions to and Deviations in Other Volumes. The offeror must summarize each technical, cost, or other exception taken elsewhere, and provide specific cross references to its full discussion.

(i) Offeror's Commitments. The offeror shall provide a list of proposed commitments that are discussed in its Volume II. The Government will incorporate any accepted commitments as Section J, Attachment TBD. The Government reserves the right to reject any and all proposed Contractor commitments and to unilaterally modify Section J, Attachment TBD accordingly.

### **L.31 Proposal Preparation Instructions - Capabilities and Approach Proposal - Volume II**

(a) General

(1) Volume II - Capabilities and Approach proposal consists of information responsive to the instructions of this provision.

(2) In order that the offeror's Capabilities and Approach proposal may be evaluated strictly on the merit of the material submitted, no contractual cost information is to be included in the Volume II Capabilities and Approach proposal.

(b) Format and Content. Volume II, Capabilities and Approach proposal, shall include the following components:

(1) Table of Contents. A suitable table of contents shall be provided for ready reference. No materials shall be incorporated by reference that are not included in the Capabilities and Approach proposal. Each proposal part should stand alone.

(2) Exceptions and Deviations. This component shall identify any exceptions or deviations taken, or conditional assumptions made with respect to the technical requirements of the solicitation.

Any exceptions taken must contain sufficient amplification and justification to permit evaluation. All benefits to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a Proposal to be termed unacceptable. However, a large number of exceptions, or one or more significant exceptions not providing benefit to the Government may result in rejection of the proposal(s) as unacceptable.

(3) Page and Size Limitations. RESERVED.

(c) Specific Areas to be Addressed.

(1) Strategic Vision for ORISE as a DOE Institute

The offeror shall propose a credible and DOE mission-focused vision for ORISE as a world-leading DOE institute for the development and implementation of programs recognized for their excellence, and for the Institute's capabilities to accelerate DOE mission achievement. The strategic vision should be comprehensive, meaning it should address all five major mission areas of the Performance Work Statement.

The offeror shall explain its plan to achieve its vision. This plan should be time- and event-phased, as appropriate, and contain objective milestones and/or key activities, and should propose measures of success for each. Further, the plan to implement the vision should address resources required, assumptions as to the expected source of those resources, and other pertinent assumptions bearing on the plan. The plan should demonstrate the capability to leverage limited resources in developing the Institute's capabilities.

As part of the plan, the offeror shall describe its time- or event-phased key activities and/or interim milestones it will use to gauge its progress toward achieving its proposed vision for ORISE. For each activity or milestone, the offeror shall explain the metric or measure it will use to determine the extent of its success.

The strategic and planning documents noted above shall include the offeror's explanation of how newly-developed trending and best practice data will be obtained and utilized to promote continuous improvement of the ORISE enterprise and result in positive DOE mission impacts.

(2) Leadership, Management and Direction.

Key Personnel (written proposal information): The offeror shall propose Key Personnel positions and the individuals who will serve in those Key Personnel positions it considers essential to the successful accomplishment of the work to be performed under the contract. The offeror shall provide its explanation for the designation of Key Personnel positions relative to the approach to the management and execution of the work proposed, including roles, responsibilities,

and authority and how these are identified and delegated. The offeror shall discuss the proposed leadership team organization and interactions. The explanation for the designation of Key Personnel positions shall include a rationale for the selection of the individuals named as Key Personnel by the offeror. The offeror shall also discuss its approach for retention of Key Personnel.

The offeror shall provide written resumes in the format shown in Attachment L-TBD for each of the proposed Key Personnel. The résumés shall describe the education, technical expertise, and relevant experience of Key Personnel on work similar to that described in the Performance Work Statement and should be commensurate with the proposed position. The offeror shall describe the suitability of the proposed Key Personnel to the proposed position based on the relevant experience, leadership and qualifications described in the resume. Résumés shall describe how work experience relates to contract scope and the individual's capability to function effectively in the proposed position. Do not provide résumés of non-key personnel. Only one résumés may be submitted per Key Person, and only one person may be proposed for each Key Personnel position. Each résumés shall not exceed four (4) pages in length including the commitment statement. Additional pages will not be evaluated. The Key Personnel identified by the offeror will be subject to the clause in Section I entitled, DEAR 952.215-70 Key Personnel. The Key Personnel will be identified in Section J, Attachment TBD of the contract.

References: The offeror shall provide three (3) references for each of the proposed Key Personnel. The DOE has no obligation to contact the references submitted; however, the DOE may contact any or all references or past employers on the submitted résumé. DOE reserves the right to use any information received as part of its evaluation of the key person, from any other sources available to DOE.

Letter of Commitment: The offeror shall provide a signed Letter of Commitment in the format shown in Attachment L-TBD from each proposed Key Person. The Letter of Commitment must reflect the individual's unconditional agreement to accept the position for a minimum of two (2) years from the date contract performance begins if the offeror is awarded the contract. Résumés with commitment statements are to be submitted in Volume II. However, this information is excluded from the Volume II page limitations.

Failure to submit résumés or Letters of Commitment may result in the proposal being evaluated as deficient in this area. Additionally, failure to follow the prescribed format shown in Attachment L-TBD may result in a lower rating in this area.

Oral Presentation Information:

(a) General.

After submission of the proposal, each offeror must make an oral presentation to the DOE SEB and other Government representatives involved in the evaluation of the proposals. Oral presentations will take place approximately three (3) weeks after receipt of written proposals. The oral presentation, including the offeror's response to the problem solving exercise and the question and answer session, will not constitute part of the written offer, and it is not the Government's intent to incorporate any portion of the oral presentation into any contract resulting from this RFP. The oral presentation will be evaluated in accordance with Section M.

The offeror's proposed Key Personnel shall describe their qualifications, knowledge, understanding, capability, experience, and demonstrated performance as it relates to their respective position within the management team. The proposed Key Personnel will not present a recitation of the information contained in their résumés. In addition, proposed Key Personnel shall specifically address the offeror's Strategic Vision for ORISE as a DOE Institute and what role they will play in its implementation.

Participation in the oral presentation/problem solving exercise will inform the Government's evaluation of the leadership team as a unit.

(b) How the Government Will Conduct the Presentation.

The oral presentation shall occur after submission of the offeror's written proposal. A written cross-cutting problem will be provided to all offerors during the oral presentations for evaluation under Evaluation Criteria M.3. B. All offerors will be provided the same problem. Offerors will be given the same amount of time to prepare and present their responses. The offeror may prepare and use visual materials to respond to the problem. The Government shall keep those materials and their content may be used

in the evaluation. Such information shall not be used to remedy proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal. Questions will be used to further the Government's understanding of the oral presentation. The Government will only ask questions during the individual presentations to address immediate information needs that cannot wait until the time scheduled for questions and answers (e.g., unfamiliar words or to request something be repeated because it was not heard clearly). The Government shall strictly enforce oral presentation time limits.

The oral presentation and the question and answer session will not include discussions of any of the elements of the proposed contract; will not constitute discussions, as defined in FAR 15.306(d); will not obligate the Government to conduct discussions or to solicit final revised proposals; nor will the information communicated during the presentation become a part of any contract resulting from this RFP. Rather, these communications will be solely for the purpose of clarification of the Offeror's oral presentation. Members of the Source Evaluation Board and others involved in the evaluation of offers may be present at the oral presentation. The oral presentation shall not change any written materials submitted. The information provided by offerors, and offerors' answers to questions posed by the SEB, will be utilized by the SEB in its evaluation of each offer received.

(c) Presenters and Attendees.

Each proposed Key Person shall be physically present during the oral presentation. Failure of any proposed Key Person to participate in the oral presentation could adversely affect the evaluation. Offerors may bring up to four (4) additional non-key personnel to participate in the problem solving exercise. Offerors may bring two (2) additional observers who are not allowed to participate in any manner in the oral presentation, including assisting offerors in preparing and responding to the given problem(s). Also, offerors may bring one (1) support staff member responsible for setting up and running equipment to support the offeror's presentation. Each attendee shall wear a name tag designating who they are, and their proposed position at ORISE or affiliation with the offeror. Attendees are prohibited from being contacted or contacting anyone else during the oral

presentation (from 9:00 – 4:30 as scheduled below), except to deal with personal emergencies.

(d) Scheduling.

The SEB will schedule the oral presentations via lottery and will notify each offeror of the date and time of its oral presentation. The Government shall notify offerors within ten (10) working days after the date for receipt of offers of the date, time, and location of the oral presentation, and shall provide any other instructions needed. Oral presentations shall start approximately three (3) weeks after the date for receipt of proposals. Oral presentations will be held in RESERVED (location). Offerors can arrange to view the room in advance of the presentation day by contacting RESERVED.

The Government reserves the right to reschedule the oral presentation at its discretion, and the Government shall not consider requests to reschedule the oral presentation except in extenuating circumstances (e.g., personal illness, death in the family, or other emergency).

The schedule for each offeror’s oral presentation will be as shown below. DOE will strictly enforce time limits.

7:30 a.m. – 9:00 a.m.	Presentation room available to Offeror for setup
9:00 a.m. – 9:15 a.m.	DOE Introductions and Instructions
9:15 a.m. – 10:00 a.m.	Presentations by proposed Key Personnel regarding Strategic Vision
10:00 a.m. – 10:15 a.m.	Break
10:15 a.m. – 11:00 a.m.	Presentations by proposed Key Personnel regarding Strategic Vision (continued)
11:00 a.m. – 11:15 a.m.	Break
11:15 a.m. – 11:30 p.m.	Questions and Answers pertaining to the Key Persons’ presentation.
11:30 p.m. – 12:30 p.m.	Lunch
12:30 p.m. – 12:45 p.m.	Written Problem Presented to Offeror
12:45 p.m. – 2:45p.m.	Offeror prepares response to written problem
2:45 p.m. – 3:45 p.m.	Offeror’s response to written problem
3:45 p.m. – 4:00 p.m.	Break
4:00 p.m. – 4:15 p.m.	Questions and answers pertaining to the Offeror’s responses to the written problem
4:15 p.m. – 4:30 p.m.	Closing remarks by Offeror and Government

(e) Method of Presentation

The offeror may use any means it wishes to make its oral presentation provided it is presented live and in-person, i.e., no video presentations. Unnecessarily elaborate presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired. The offeror must supply all equipment and materials necessary for its oral presentation; however, the offeror may not use electronic communication and/or presentation media, including but not limited to cell phones, Personal Data Assistants, tele-prompters, audio prompters, Bluetooth® technology, etc., during any part of the problem solving exercise. At the end of the oral presentation, for record purposes, the offeror shall provide the SEB with a paper copy of any documents, charts, and/or slides presented. Offerors are reminded to consider marking the materials with any appropriate restrictive legends.

(f) Video/Audio Recording of Oral Presentation

Offerors are prohibited from recording (either audio or video) oral presentations. However, the Government will videotape the entirety of each offeror's Oral Presentation session, including the offeror's problem preparation time, and the question and answer session. The Government also reserves the right to have personnel present during the offeror's preparation time.

(3) Program Implementation

The offeror shall describe its organizational structure and approach to include the following:

- a. **Organizational Chart.** The offeror shall provide an organizational chart graphically depicting the offeror's proposed internal organization of its own personnel, including the location of each Key Person. All major functional areas, which the offeror considers essential for the management and performance of the work, should be reflected in the organizational chart.
- b. **Rationale for Organizational Structure.** Describe the rationale for the proposed organizational structure in relation to: 1) meeting the requirements of the Performance Work Statement's five major Work Breakdown Structure elements, and 2) the offeror's proposed approach to

execute the work. DOE will not furnish facilities or equipment offerors are likely to find necessary for much of the work. The discussion of the approach should, at a minimum, address the following:

i. Describe how the proposed organizational structure and approach attains the proper balance between achieving mission and operational effectiveness while promoting organizational efficiencies.

ii. Describe the offeror's approach for ensuring that an adequate workforce is available with the appropriate skills and qualifications necessary to safely and effectively accomplish the work over the term of the contract. Particularly address any start-up or ramp-down of employment. Identify the number of FTE employees by organizational elements separated by (1) management and supervision, and (2) labor disciplines by skill mix. Provide the rationale for the FTEs for each organizational element. Assure consistency between FTE data provided for organizational approach and the cost and fee proposal.

iii. RESERVED.

iv. Describe the offeror's approach for utilizing facilities and equipment to safely and effectively accomplish the work over the term of the contract. Property furnished by the Government for this effort is listed in Section L, Attachments TBD and TBD. Based on the offeror's approach to the work, to the extent the offeror identifies gaps in facilities and equipment necessary, the offeror must detail plans to provide those facilities, equipment, and other property. Assure consistency between this data and the cost and fee proposal.

c. Roles and Responsibilities and Lines of Authority.

i. Describe the roles and responsibilities for the major functional areas of the organization and the lines of authorities between organizational elements. Describe the roles and responsibilities and lines of authority between the offeror and its subcontractors and any other performing entities.

- ii. Correlate the roles and responsibilities to the major elements of the Performance Work Statement and any applicable work breakdown structure (WBS).
- d. Limited Liability Company (LLC). If the offeror is an LLC, joint venture or other similar entity, provide a copy of the agreement between the members. Describe how the offeror will assure that it will operate in a seamless manner in relation to its multi-member, shared ownership.
- e. Employer. Identify the employer of any proposed key personnel or other manager to be selected after award that will be responsible for the management of a major functional area. Distinguish, as applicable, between employment by the offeror or another entity, e.g., LLC member.
- f. Subcontractors.
- i. Identify any named subcontractors or other performing entities (including members in an LLC, joint venture, or other similar entity) and the specific work proposed to be performed by each. Information submitted for prior experience should include projects performed by proposed subcontractors.
  - ii. Describe the rationale for the proposed performance of work by subcontractors as opposed to the offeror's own employees.
  - iii. Describe how the subcontractor's work will be integrated and controlled within the overall work to be performed.
  - iv. Describe how the offeror will maximize the participation of small businesses in performance of the work. Identify any proposed small business subcontractors, including small disadvantaged businesses; describe the specific work that will be performed by each; and describe the extent to which the performance of this work will contribute substantially to the overall successful performance of the contract.

v. Identify the specific business relationship (subcontract, teaming agreement, etc.) between the offeror and each entity proposed to perform work.

g. Corporate Resources. Describe any corporate resources from parent organizations, e.g., LLC members that will be used, how they will be used, and the benefit of such to the performance of the contract.

h. Interfaces. Describe the offeror's organizational responsibilities and approach to interfacing with any outside entities that relate to, or affect, the offeror's performance of the work, including the Department of Energy (DOE), other DOE prime contractors, regulatory agencies, state and local government, the public and other entities.

i. Reserved.

j. Reserved.

(4) Relevant Experience.

a. Offeror Experience. The offeror shall describe its relevant experience in performing work similar in size, scope, and complexity to that described in the Performance Work Statement (PWS). Size, scope and complexity are defined as follows: Size - dollar value and contract duration; scope - type of work; and complexity - performance challenges and risk.

b. Subcontractor and Other Performing Entities Experience. In addition to the offeror's relevant experience, the offeror shall provide the relevant experience of any proposed subcontractors and any other entities that are proposed to perform work under the contract. The offeror shall describe the relevant experience, similar in size, scope, and complexity, in relation to that portion of the Performance Work Statement proposed to be performed by the subcontractor or other entity. Other entities may include, members of a joint venture, LLC or other similar entity.

c. Newly Formed Entity. If the offeror is a newly formed entity with no experience, the offeror shall provide relevant experience for its parent

organization(s) or the member organizations in a joint venture, LLC, or other similar entity.

d. Relevant Contracts. The offeror shall provide experience information on three (3) contracts or financial assistance agreements performed by the offeror and three (3) contracts or agreements performed by each proposed subcontractor or other performing entity. If the offeror is a newly formed entity, the offeror shall provide experience information on three (3) contracts for each parent organization(s) or each member organization if the offeror is a joint venture, LLC, or similar entity. These contracts shall have been completed within the last five (5) years or currently ongoing. In addition, the offeror shall provide the award/identifying number; issuing entity; contract cost/price; contract type; contact name, address, and phone number; and duration of the contract. Contracts may be with Federal, state, and local governments and/or with commercial customers. The experience information shall identify the portion of the work (as both a percentage and the types of work activities) under each of the referenced awards performed by the offeror, subcontractor, or other entity. For example, if the offeror was a partner company in an LLC or a subcontractor during the performance of the referenced contract, the offeror shall clearly identify that portion of the work (as both a percentage and the types of work activities) the offeror/subcontractor/other entity actually performed during the referenced contract.

e. Other Information. RESERVED.

#### (5) Past Performance

The offeror shall submit the past performance information described below, for the same three contracts identified for relevant experience, as an attachment to Volume II Capabilities and Approach Proposal. However, past performance information will be excluded from the page limitations for Volume II.

The offeror shall provide past performance information for the offeror, teaming partners, LLC members, joint venture partners and both major and critical subcontractors, i.e., teaming partners, LLC members, joint venture partners, and/or subcontractors to the same extent information was provided for the Relevant Experience section of the proposal. If the offeror is a new business

entity, provide the information required above for each of its teaming partners, LLC members, subcontractors which demonstrates their past performance with respect to their proposed roles/responsibilities in performing the PWS.

For each of the contracts, the offeror shall submit the Past Performance Reference Information Form as shown in Attachment L-TBD, and the ESH& Q Past Performance Information Form as shown in Attachment L-TBD. The offeror may attach additional pages, if necessary.

In addition, the offeror shall forward the Past Performance Information Questionnaire as shown in Attachment L-TBD, for each contract or project cited above to the appropriate point of contact for that contract or project. The offeror should use the Past Performance Information Questionnaire Cover Letter in Attachment L-TBD to identify the contract or project for the reference to which the questionnaire is being sent. The point of contact for each contract or project should complete and mail or hand-carry the questionnaire to the Point of Contact identified in the cover letter, prior to the closing date of the RFP. The contract or project information provided to the point of contact for completion of the questionnaire must be sufficient to enable cross-referencing of the Past Performance Reference Information Forms (Attachment L-TBD) and the returned questionnaires.

#### (6) Transition

The Offeror shall provide a detailed and comprehensive plan for transitioning the work and the workforce in an effective and cost efficient manner from the beginning of the transition period through assumption of full contract responsibility. This plan should describe the Offeror's management approach to all transition activities and discuss how continuity of operations will be maintained throughout the transition period. Offerors should include the following activities among the transition activities discussed in their plan:

- a. Plan for assuming operational control of all facilities;
- b. Plan for assuming responsibility for ES&H functions and activities;
- c. RESERVED;
- d. Plan for accepting assignment of incumbent contractor's subcontracts, and other agreements and commitments including regulatory permits;

- e. Plan for the inventory and transfer of Government Property;
- f. Plan for assuming control of all business and management systems (e.g. accounting, property, procurement, HR, IT, safeguards and security, etc.), and
- g. Plan for establishing positive labor-management relations and employee relations at the point of transition, including addressing employee benefits, employee concerns, and other matters the offeror wishes to address.

The plan should include a schedule of transition activities and address interaction with the incumbent contractor and DOE personnel. It should also address key issues and milestones associated with the transition, identify potential barriers to a smooth transition and/or any potential impacts on continuity of operations, and plans for their elimination or mitigation.

#### (7) Offeror's Commitments

Offerors shall identify, on a separate page(s), any proposed resources, services, support, and/or commitments (hereafter collectively referred to as "commitments") that will be provided to the Laboratory at no cost to the Government. Each commitment shall be separately proposed. The description of each commitment shall also include, as applicable, location of the commitment, estimated total value, expected benefits to ORISE, the date the commitment will be provided, description of any liability to the Government as well as any Governmental action required or related to the commitment. If the offeror is selected for contract award this list, as accepted by the Government, will be incorporated into the contract as Section J, Attachment TBD entitled "Contractor's Commitments". Commitments may include, but are not limited to, funds, real or personal property (e.g., facilities or equipment), intellectual property, and human resources. If commitments are made by anyone other than the offeror, e.g., parent or affiliated companies, universities, or other institutions, the offeror shall provide a signed letter on official letterhead from a person authorized to make the proposed commitment to the ORISE contract in order to be considered. The list of commitments and any signed letters of commitment are not part of the page count limitation. Additionally, the offeror shall provide a plan/strategy for how the commitment(s) will be managed and integrated into ORISE, as applicable, and any other pertinent information. This plan/strategy shall be included as part of the offeror's Capabilities and Approach Proposal, Volume II, and shall be included as part of the page count limitation. As

previously stated, any costs incurred by the successful offeror/contractor and/or any other organizations in providing commitments incorporated into the ORISE contract under RESERVED are expressly unallowable. The Government reserves the right to unilaterally accept or reject any offeror-proposed commitment(s) under this paragraph.

As such, by submission of a proposal and as a condition of award the offeror agrees that its offer as set forth in Volume I may be amended unilaterally by the Contracting Officer to reflect the commitment(s) offered by the offeror that is/are accepted by the Government.

### **L.32 Instructions for Preparing Volume III – Cost and Fee Proposal**

Instructions for preparing the Cost and Fee proposal are above in the provision titled 52.215-20 Requirements for Certified Cost or Pricing Data or Data Other Than Cost or Pricing Data. (OCT 2010) - Alternate IV (OCT 2010).