

TABLE OF CONTENTS

L.1	52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)	L-3
L.2	PROPOSALS ITEM COMBINATIONS (JUN 1988)	L-3
L.3	52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (Alternate 1) (OCT 1997)	L-3
L.4	52.216-1 TYPE OF CONTRACT (APR 1984)	L-9
L.5	52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (OCT 1998)	L-9
L.6	52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- TARGETS (JAN 1999)	L-12
L.7	52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)	L-12
L.8	52.233-2 SERVICE OF PROTEST (AUG 1996)	L-13
L.9	52.233-3 SERVICE OF PROTEST AFTER AWARD(AUG 1996)	L-14
L.10	52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) Alternate I (FEB 1995)	L-15
L.11	52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)	L-15
L.12	952.227-84 RIGHT TO REQUEST PATENT WAIVER (FEB 1998)	L-15
L.13	952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)	L-16
L.14	952.233-5 AGENCY PROTEST REVIEW (SEP 1996)	L-16
L.15	ORO L01 CONTENT OF RESULTING CONTRACT (MAY 1997)	L-16
L.16	ORO L05 EXCLUDED CONTRACTORS (MAY 1997)	L-17
L.17	ORO L10 TIME, DATE AND PLACE PROPOSALS ARE DUE (MAY 1997)	L-17
L.18	ORO L20 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED) (MAY 1997)	L-18
L.19	ORO L40 NUMBER OF AWARDS (MAY 1997)	L-18
L.20	ORO L55 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS (MAY 1997)	L-19
L.21	ORO L60 AMENDMENT OF THE SOLICITATION ALTERNATE I (MAY 1997)	

..... L-19

L.22 ORO L65 PREPROPOSAL CONFERENCE -- ALTERNATE I (JUNE 1999) L-19

L.23 ORO L85 NOTICE OF LABOR PROVISIONS (MAY 1997) L-20

L.24 ORO L110 DISPOSITION OF PROPOSALS OR BIDS (MAY 1997) L-21

L.25 ORO L137 OFFER AND OTHER INFORMATION, PREPARATION INSTRUCTIONS--
GENERAL (JUNE 1997) L-21

L.26 ORO L152 PROPOSAL PREPARATION INSTRUCTIONS--VOLUME I, THE OFFER (Proposal)
(MAY 1997) L-22

L.27 ORO L156 PREPARATION INSTRUCTIONS--VOLUME II, TECHNICAL AND BUSINESS
MANAGEMENT PROPOSAL (JUNE 1999) L-24

L.28 PROPOSAL PREPARATION INSTRUCTIONS -- VOLUME III, PRICE PROPOSAL (JUNE 1999)
..... L-30

L.29 ORO L185 AVAILABILITY OF REFERENCED DOCUMENTS (JUNE 1999) L-48

L.30 ORO L190 INTENTION TO PROPOSE (MAR 1990) L-48

L.31 COMMERCIAL USES OF DEPLETED URANIUM CONVERSION PRODUCT L-49

ATTACHMENT 1 – RESUME FORMAT L-50

ATTACHMENT 2 –ENVIRONMENTAL DATA WORK SHEET..... L-51

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 52.211-3 AVAILABILITY OF SPECIFICATIONS NOT LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (JUN 1988)**

The American Society for Testing and Materials (ASTM) specifications C753-94 and C1334-96:specifications cited in this solicitation may be obtained from the following address:

American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428-2959

or from the internet at *www.astm.org*

The Military Specifications (MIL-SPECS) cited in this solicitation may be obtained from the following address:

DODSSP Customer Service
Defense Printing Service Detachment Office
Building 4D
700 Robbins Ave
Philadelphia, PA 19111-5094
(215) 697-2179

or from the internet at *www.nssn.org/*

The request should identify the solicitation number and the specification requested by date, title, and number, as cited in the solicitation.

[End of Provision]

L.2 PROPOSAL ITEM COMBINATIONS (JUN 1988)

The offeror may propose on either one or both of the Statements of Work contained in Section C of this RFP. The offeror may not propose on only a portion of either of the Statements of Work.

[End of Provision]

L.3 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (Alternate 1) (OCT 1997)

(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" or "written" means any worded or numbered expression which 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) Late proposals and revisions.
- (i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--
 - (A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
 - (B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;
 - (C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays;
 - (D) It was transmitted through an electronic commerce method authorized by the solicitation and 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
 - (E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or
 - (F) It is the only proposal received.
 - (ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.
 - (iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the

envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

- (iv) 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.
- (v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
- (vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision 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.
- (vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. 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 entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
- (viii) 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 or other notice of an extension of the closing date, 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. If no time is specified in

the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars, unless otherwise permitted by 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.
- (3) 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.
 - (4) The Government may reject any or all proposals if such action is in the Government's interest.

- (5) The Government may waive informalities and minor irregularities in proposals received.
- (6) The Government intends to evaluate proposals and award a contract(s) after conducting discussions with offerors whose proposals have been determined to be in the competitive range. 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. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (7) 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.
- (8) 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.
- (9) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (10) 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.
- (11) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (12) 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.
- (13) The Government may disclose the following information in post award debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and

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

[End of Provision]

L.4 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a fixed-unit price contract(s) resulting from this solicitation.

[End of Provision]

L.5 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS(OCT 1998)

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

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either-

- (1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
 - (i) No material change in disadvantaged ownership and control has occurred since its certification;
 - (ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
 - (iii) It is listed, on the date of its representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration;
- (2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

"United States" mean the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment.

(1) Offers will be evaluated by adding a factor of _____ [percentage to be inserted by the contracting officer] percent to the price of all offers, except-

- (i) Offers from small disadvantaged business concerns that have not waived the adjustment;
- (ii) For DOD, NASA, and Coast Guard acquisitions, otherwise successful offers from historically black colleges or universities or minority institutions;
- (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));
- (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;
- (v) For DOD acquisitions, otherwise successful offers of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The factor shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation

purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

___ Offeror elects to waive the adjustment.

(d) Agreements.

- (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for-
 - (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;
 - (ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;
 - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or
 - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

[End of Provision]

L.6 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM -- TARGETS (JAN 1999)

- (a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.
- (b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the Standard Industrial Classification (SIC) Major Groups as determined by the Department of Commerce. The targets may provide for

participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

[End of Provision]

L.7 52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Trade	Minority	Female
	Participation	Participation

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

- (c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
- (d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the--

- (1) Name, address, and telephone number of the subcontractor;

- (2) Employer's identification number of the subcontractor;
 - (3) Estimated dollar amount of the subcontract;
 - (4) Estimated starting and completion dates of the subcontract; and
 - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is: _____.

[End of Provision]

L.8 52.233-2 SERVICE OF PROTEST (AUG 1996)

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

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

[End of Provision]

L.9 52.233-3 PROTEST AFTER AWARD (AUG 1996)

- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either –
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if --
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - (2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

[End of Clause]

L.10 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) Alternate I (FEB 1995)

- (A) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (B) An organized site visit has been scheduled for—
- (C) Participants will meet at –

[End of Provision]

L.11 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.
- (b) The use in this solicitation or contract of any Department of Energy provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

[End of Provision]

L.12 952.227-84 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. 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.

[End of Provision]

L.13 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

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

[End of Provision]

L.14 952.233-5 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.

[End of Provision]

L.15 ORO L01 CONTENT OF RESULTING CONTRACT (MAY 1997)

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. Blank areas appearing in these sections will be completed during or after negotiations. Part IV, Section K will be incorporated in the contract by reference.

[End of Provision]

L.16 ORO L05 EXCLUDED CONTRACTORS (MAY 1997)

Proposals are not solicited from firms which are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from federal procurement or nonprocurement programs.

[End of Provision]

L.17 ORO L10 TIME, DATE AND PLACE PROPOSALS ARE DUE (MAY 1997)

Mailed proposals shall be marked as follows:

FROM: _____

MAIL TO:

U.S. Department of Energy
Oak Ridge Operations Office
P.O. Box 2001
Oak Ridge, Tennessee 37831
ATTN: _____

SOLICITATION NO. DE-RP

DUE: Time: _____ Date: _____

NOTICE TO DOE MAIL ROOM: DO NOT OPEN. THIS IS A PROPOSAL UNDER THE ABOVE IDENTIFIED SOLICITATION.

Handcarried proposals shall be marked as follows:

FROM: _____

HAND CARRY TO:

U.S. Department of Energy
Oak Ridge Operations Office
200 Administration Road
Oak Ridge, Tennessee 37830
ATTN: _____

SOLICITATION NO. DE-RP

DUE: Time: _____ Date: _____

NOTICE TO DOE MAIL ROOM: DO NOT OPEN. THIS IS A PROPOSAL UNDER THE ABOVE IDENTIFIED SOLICITATION.

- (a) All proposals are due NO LATER THAN _____ local prevailing time on _____. (CAUTION: See the proposal submission instructions, including the provision describing treatment of late submissions, modifications and withdrawals of proposals.)
- (b) The offeror assumes the full responsibility of insuring that the offer is received at the place and by the date and time specified in this solicitation.
- (c) It may not be possible to handcarry the package(s) between the hours _____ and _____ workdays. Delivery to any other location may result in late receipt of the proposal and is strongly discouraged.

- (d) Item samples, if required, must be submitted within the time specified for receipt of offers. Unless otherwise specified in the solicitation, these samples shall be (1) submitted at no expense to the Government and (2) returned at the sender's request and expense, unless they are destroyed during preaward testing.

[End of Provision]

L.18 ORO L20 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED) (MAY 1997)

This acquisition is unrestricted and contains no set-aside provisions. However, for purposes of this solicitation a small business is defined as _____. The Standard Industrial Classification (SIC) is 8999.

[End of Provision]

L.19 ORO L40 NUMBER OF AWARDS (MAY 1997)

It is anticipated that there will be one or more award(s) resulting from this solicitation.

[End of Provision]

L.20 ORO L55 EXPENSES RELATED TO PROPOSAL OR BID SUBMISSIONS (MAY 1997)

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 to acquire or contract for any services.

[End of Provision]

L.21 ORO L60 AMENDMENT OF THE SOLICITATION ALTERNATE I (MAY 1997)

The only method by which any term of the 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/prebid conference or subsequent discussions, whether oral or in writing, will modify or supersede the terms of the solicitation. Any amendments to this solicitation (prior to submission of offers and other information) generated by the issuing office will be provided on the Internet at the Oak Ridge Operations Office, Procurement and Contracts Division home page under "Current Solicitations," address:

http://www.doe.gov/procurement/oro_home.html

It will be the responsibility of the offeror to routinely examine the specified home page for any

amendments that may be issued on this solicitation prior to submission of offer and other information.

[End of Provision]

L.22 ORO L65 PREPROPOSAL CONFERENCE -- ALTERNATE I (JUNE 1999)

- (a) A preproposal conference will be held as indicated below:

Time: _____

Date: _____

Place: _____

- (b) Please limit attendance to three (3) people per offeror.
- (c) Technical and contracting personnel will be available to discuss requirements and answer questions. In order to allow preparation of responses and to expedite discussion, you are requested to submit your questions in writing to arrive at DOE at least 14 calendar days prior to the date of such a conference. Each question should clearly specify the RFP area (Attachment, page, etc.) to which it refers. When possible, questions should be phrased to permit "YES" or "NO" responses.
- (d) Please mark the outside of the envelope "PRE-PROPOSAL QUESTIONS--RFP No. DE-RP05-99OR22717" to expedite handling. Envelopes should be addressed to the DOE issuing office identified in SF33, Solicitation, Offer and Award, Item No. 7.

[End of Provision]

L.23 ORO L85 NOTICE OF LABOR PROVISIONS (MAY 1997)

- (a) Offerors should note that this solicitation includes contract clauses requiring the listing of employment openings with the local office of the Federal-State employment service system and postings of employment notices. (See clauses "Affirmative Action for Special Disabled and Vietnam Era Veterans" and "Affirmative Action for Handicapped Workers").
- (b) This solicitation may include clauses relating to specific labor laws. General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-333), and the Service Contract Act of 1965 (41 U.S.C. 351-358) may be obtained from the Department of Labor, Washington, D.C., 20310, or from any regional office of that agency. Requests for information should include the RFP number, the name and address of the issuing agency, and a description of the supplies or services. The contractor will be required to conduct its labor relations program in accordance with applicable labor laws and DOE's intent that labor policies and practices reflect the best experience of American industry in aiming to achieve the type of stable labor-management relations essential to the successful accomplishment of DOE's programs at reasonable cost.

- (c) Collective bargaining will be left to the orderly processes of negotiation and agreement between contractor management and certified employee representatives with maximum possible freedom from Government involvement. Contractor management's trusteeship for working on DOE facilities and programs critical to the National interest includes the duty to adopt practices which are fundamental to the friendly adjustment of disputes, and which experience has shown promote orderly collective bargaining relationships.
- (d) As the work contemplated under the contract resulting from this solicitation spans the entire life cycle (design, construction, operation, and decontamination/decommissioning) of facilities at multiple locations, significant labor relations complexities must be strategically addressed to assure mission success. Effective project management and workforce planning activities (to include utilization of the existing workforce and displaced workers to the maximum extent practicable) will occur with due diligence given to the sensitive jurisdictional issues between the production and maintenance bargaining unit work (Paper, Allied-Industrial, Chemical and Energy Workers

[End of Provision]

L.24 ORO L110 DISPOSITION OF PROPOSALS OR BIDS (MAY 1997)

Proposals or bids will not be returned (except for timely withdrawals)

[End of Provision]

**L.25 ORO L137 OFFER AND OTHER INFORMATION, PREPARATION INSTRUCTIONS--
GENERAL (JUNE 1999)**

Each offeror must submit an offer (proposal) and other written information in strict accordance with these instructions. Offerors are cautioned to follow these instructions carefully in order to assure that DOE receives consistent information in a form that will facilitate evaluation. All evaluation factors are contained in Section M. Failure to provide the information requested in Section L as well as providing inaccurate or incomplete information may be considered by the Government as an indication of lack of competency and may be evaluated as a weakness under the respective Criterion.

- (a) General. The offer, written information, and cost/price information shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages shall be appropriately numbered, and identified with the name of the offeror, the date, and the solicitation number to the extent practicable.
- (b) Overall Arrangement.
 - (1) The overall arrangement shall consist of three (3) physically separated volumes, individually entitled as stated below. The required number of copies of each volume and the required packaging and grouping is also shown in the matrix below.

Volume I - Offer, Including Qualification Criteria:

Total Copies Required: 12

Volume II - Written Information (includes experience information, past performance information, NEPA documentation, and resumes.)

Total Copies Required: 12

Volume III - Price Information

Total Copies Required: 12

- (2) Each group, designated above, is to be packaged individually. This does not preclude packaging more than one, or all, groups in a single overall package. Mark the group number on the outside of the individual package or packages.
- (3) Copy No. 1 of Volume No. 1 shall contain the signed original of all documents requiring signature by the offeror. Use of reproductions of signed originals is authorized in all other copies of Volume No. 1.

[End of Provision]

L.26 ORO L152 PROPOSAL PREPARATION INSTRUCTIONS--VOLUME I, THE OFFER (Proposal) (JUNE 1999)

(a) General.

Volume I, Offer (Proposal) consists of the actual offer to enter into a contract to perform the desired work. The submission of these items to the Government will constitute the offeror's promise to comply with the terms and conditions of the RFP, which include the statement of work, at the proposed fixed unit rate prices.

(b) Format and Content.

Volume I, Offer (Proposal), shall include the following documents (in the order listed):

- (1) The Standard Form 33 with blocks 12 through 18 completed by the offeror.
- (2) Qualification Criteria Proposal (if applicable).
- (3) Section K, Offeror Representations, Certifications, and other statements of the offeror fully executed. These will be incorporated into the contract by reference.
- (4) Additional Information to be furnished by the offeror.
- (5) Exceptions and Deviations taken to the contract.
- (6) Summary of Exceptions and Deviations taken in other Volumes.

(c) The Standard Form 33.

- (1) Use of the Form. The Standard Form 33 is to be executed fully and used as the cover sheet (or first page) of each copy of Volume I, Offer.
- (2) Acceptance Period. The acceptance period entered on the Standard Form 33 by the offeror shall not be less than that prescribed in solicitation Part IV--Section L, which shall apply if no other period is offered.
- (3) Signature Authority. The person signing the Standard Form 33 must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without discussion if it so elects.

(d) Qualification Criteria

Qualification Criterion 1:

The offeror shall provide in Volume 1 the required certification(s) each executed by an individual with authority to make representations on behalf of the offeror.

Qualification Criterion 2:

The determination regarding satisfaction of this criterion will be based on the information requested in Section L, Clause L-28, as well as third party sources. No additional information shall be provided in Volume 1.

Qualification Criterion 3:

The offeror shall provide in Volume 1 the required certification(s) each executed by an individual with authority to make representations on behalf of the waste disposal site. The certification(s) shall include the signed and typed name of the representative and his/her title along with the date of execution. The total volume of converted inventory and containers the disposal site(s) can accept shall be stated in the certificate(s). There should also be a description in the certificate(s) of the converted DU and its containers and a statement that they meet the waste acceptance criteria of the disposal site(s).

(e) Representations and Certification

The offeror, each subcontractor representing 5% or more of the total value of the base and priced options, and each member of the proposing joint venture (if applicable) should complete the representations and certifications according to the instructions contained in Part IV - Section K.

(f) Additional Information to be Furnished

- (1) Data to be inserted in blanks found in Sections _____.
- (2) Section B, Price Schedules, in the format provided in this RFP.
- (3) Remittance Address. If the offeror's remittance address is different from the address shown on the Standard Form 33, such address shall be furnished, including ZIP Code.
- (4) Government Property.

- (i) Unless otherwise stated, the offeror is expected to furnish all property (including, but not limited to facilities, utilities (including telephone and telephone services) equipment, special tooling, and material) necessary for the performance of the work defined in this solicitation. Government property as used herein means all Government-furnished property title which vests in the Government.
 - (ii) See Part I, Section H, Special Contract Requirements entitled GOVERNMENT PROPERTY.
 - (iii) Notwithstanding the above, the Government reserves the right under any resulting contract to furnish items of equipment, materials, supplies or facilities.
- (5) Withholding of Technical Data: Pursuant to the clause entitled "Rights to Proposal Data - Technical", the offeror must provide the required statement in this Section of Volume I.
- (g) **Exceptions and Deviations to the Contract**
- The Offer shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the Solicitation, *Representations, Certifications, and Other Statements of Bidders/Offerors* (Section K), the requirements of this Section, and other matters. Any exception or deviation should be specifically addressed in Volume I, *Offer and Other Documents*, including the reporting requirements. Any exception, or deviation taken must contain sufficient amplification and justification to permit evaluation. The benefit to DOE shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be determined unacceptable. A large number of exceptions or one or more significant exceptions not providing benefit to DOE, however, may result in rejection of the Offeror's proposals(s).
- (h) If a offeror is a subsidiary, a joint venture, a limited liability company, or other similar entity where more than one company is involved, the parent(s) of all offerors which are subsidiaries, and the member companies of all offerors which are joint ventures and limited liability companies shall assume joint and severable liability for the performance of the Contract. The following Guarantee of Performance must be completed by each parent and member company and included in Volume I.

Guarantee of Performance

For and in consideration of the execution by the United States of America of Contract No. DE-AC05-xxx, (name of parent or member company) by (name of individual), its (title), does hereby unconditionally guarantee to the United States of America the full, prompt and faithful performance by (name of company), of each of the provisions and conditions of Contract No. DE-AC05-xxx and any further modification thereof which may be executed in connection therewith, specifically including any obligations of payment to DOE or any third parties.

(name of parent or member company) hereby waives notice by the United States of America of acceptance of this guarantee.

In witness whereof, the said (name of individual) has hereunto subscribed his name and affected the seal of (name of parent or member company) this day of _____, 2000.

By: (signature)

Title:

[End of Provision]

L.27 ORO L156 PREPARATION INSTRUCTIONS--VOLUME II, TECHNICAL AND BUSINESS MANAGEMENT PROPOSAL (JUNE 1999)

- (a) General.
- (1) Volume II -- The Technical and Business Management Proposal (hereinafter referred to as the Technical Proposal) consists of the offeror's technical and management aspects of the acquisition, its capabilities and what it will do to satisfy the requirements of the Statement of Work. Since the Technical Proposal will be evaluated against the evaluation criteria stated in Section M of this solicitation, it should be specific and complete in every detail. The proposal 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 requirements of the Statement of Work.
 - (2) In order that the Technical Proposal may be evaluated strictly on the merit of the material submitted, no contractual cost/price information is to be included in the Technical Proposal. Where estimated labor hours will provide clarity, they shall be quoted in labor hour figures only, with no indication as to the cost of these labor hours.
 - (3) Technical Proposal Page Limitation.
 - (i) The Technical Proposal shall not exceed 100 pages, excluding the NEPA table (See Attachment 2, Section L), Project Management Plan, Labor Relations Plan, Integrated Safety Management Plan, ES&H past performance data (See Criterion 5, Section L.27), and key personnel resumes, all required herein. For interpretation of page guidelines, the front and back of a single sheet are counted as two pages. Except for illustrations, the proposed text shall be typed and printed, unreduced, on size 8 1/2-inch by 11-inch paper with minimum left and right margins of 1/2-inch. Type size shall not exceed 12 characters per inch average over one full line of text. Pages shall be sequentially numbered with the page number on each page. The page guidelines constitute a limitation on the total amount of material that may be submitted for evaluation. No material may be incorporated in any proposal by reference, attachment, or appendix, as a means to circumvent the page limitation. Video tapes, audio tapes, and floppy discs will not be reviewed.
 - (ii) If a Technical Proposal is received which exceeds the page limitation, the additional pages will not be read and evaluated by DOE. The pages which exceed the page limitation will be removed from the proposal and returned to the offeror.
- (b) Format and Content.

- (1) Volume II, Technical Proposal, shall include the following components:
 - (i) Table of Contents
 - (ii) List of Tables and Figures
 - (iii) Technical Summary
 - (iv) Technical Discussion
 - (v) Other Pertinent Information
 - (vi) Matrix between technical proposal content and criteria
- (2) These major headings may be subdivided or supplemented by the offeror as appropriate.
 - (i) Technical Summary. This short section shall contain a brief summary of the key points of the proposal.
 - (ii) Technical Discussion. This section shall contain the major portion of the Technical Proposal. It should demonstrate offeror's capability in meeting the requirements set forth in the Statement of Work. It should clearly address each of Criteria set forth in Part IV--Section M. It should follow the same order as the evaluation criteria listed in Part IV--Section M, and each part of the section should be identified with the pertinent evaluation criterion number.

Criterion 1 - Experience and Past Performance

For purposes of evaluating technical and business management proposals an offeror shall include all members of a joint venture or LLC, and all subcontractors and teaming partners whose effort comprises 5% or more of the total proposed price for the base period and optional work. For Criteria 1 and 5, the offeror shall also include parent companies of newly formed entities. The following information for contracts completed within the last three (3) years or currently on-going should be submitted for the offeror as defined in Part IV - Section M, Clause M.4, and parent companies of newly formed entities, to demonstrate relevant experience and past performance. For each contract include: scope of the project and contract, duration of contract, innovation or unique actions used to reduce cost or schedule, and any other information about the contract which provides the Government with a thorough description and will assist with the Government's understanding of its relevance to this contract. The following identifying information shall be provided for each contract: contract number, issuing entity, and contact name, address, and phone number.

1. A description of each contract involving integrating multi-faceted, large scale projects with the coordination and execution of different work scopes. Discuss interactions with local governments, regulatory agencies, labor organizations, and other stakeholders. Adherence to cost, schedule, and technical baselines and experience in a fixed priced environment shall also be addressed.
2. A description of each relevant contract for design and construction; construction management; operational start-up; operations; chemical materials management;

nuclear materials management; waste management; and transportation of nuclear materials in large quantities in terms of tonnage.

3. A description of each relevant contract involving conversion of UF₆ to an oxide or metal, nuclear materials management, storage, and transportation similar to the SOW. Detail the quantities of material involved.
4. A description of the offeror's actual experience in successfully addressing complex and sensitive labor relations issues.
5. A description of offeror's actual experience in successfully attaining a diverse workforce.

References other than those identified by the offeror may be contacted by the Government. The Government, in its discretion, may solicit information on contracts other than those identified by the offeror and may consider an unlimited number of completed questionnaires in its evaluation of past performance. In the case of an offeror without a record of relevant past performance or for whom information on relevant past performance is not available, the offeror will be evaluated neither favorably nor unfavorably on past performance.

The offeror may provide information on problems encountered on the contracts and subcontracts identified in A. above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance on the identified contracts. General performance information will be obtained from the references.

Past performance information is proprietary source selection information. The Government will only discuss past performance information directly with the contractor that is being reviewed. Other contractors that have formed business arrangements with the contractor under review such as prime-subcontract relationships, joint ventures, and teaming partners, can only be informed that there is a problem with the contractor under review. The details of the problem will not be provided unless the affected contractor agrees.

Criterion 2 - Technical Approach

The technical approach shall, in particular, address each of the following items and include, as necessary, the identification of the entity performing the work, the technical basis for the proposed approach, identification of technical risks and a strategy to mitigate or eliminate such risks, and the proposed schedule and milestones for accomplishment.

1. **Cylinder Management.** Describe the approach, including any problems and proposed solutions, for cylinder management as defined in the SOW including: the DOE host site interfaces, safeguards and security, quality assurance, transportation of ETPP cylinders for conversion (under Portsmouth Statement of Work only), and transportation of cylinders onsite for purposes of starting conversion.
2. **Product Conversion.** Describe the approach, including any problems and proposed solutions, to product conversion, including DOE host site interfaces, design, construction, construction management, licensing and permitting, cold

start-up to operations (hot start-up through achievement of full operations), operations deactivation, safeguards and security, and quality assurance.

3. Conversion Product Storage and Management. Describe the approach, including any problems and proposed solutions, for conversion product storage and management, including the DOE host site interfaces, design, construction management, licensing and permitting, operations, deactivation, safeguards and security, and quality assurance.
4. Decontamination and Decommissioning. Describe how considerations for facilitating efficient and expeditious D&D will be included in the design, construction and operation phases. Describe how the D&D activities will be accomplished.

Criterion 3 - Business Management Approach

1. Organization and Roles. The offeror shall provide an organization plan which includes the name of each entity that will be responsible for the functions listed below and an organization chart. Describe the approach for integrating the functions listed below into a cohesive unit while assuring that project management authority clearly resides at a single point. Key personnel placement shall describe what key personnel positions will be responsible for these functional areas as well as what other key personnel positions the offeror proposes:

- Program/Project Management
- Architect/Engineering (A/E) Services
- Construction of Conversion Facilities
- Operation/Maintenance of the Conversion Facilities
- Operation/Maintenance of DUF6 Cylinders and Cylinder Storage Yard
- Waste Management
- Nuclear Material Management
- Construction of Conversion Product Storage Facilities
- Operation/Maintenance of Product Storage Facilities

Provide a staffing plan to provide qualified personnel during the course of the entire project. Include information on your ability to efficiently and effectively manage this project insuring clear delineation of roles and responsibilities appropriately divided among differing organizations while orchestrating quality interrelationships and communication across participants and with DOE. Also address your ability to reassign personnel from corporate-wide resources and recruit qualified substitutes or additional personnel as necessary.

2. Project Management. Provide a Project Management Plan for the entire project (base and option work) that presents:
 - (A) the definition and organization of the project work;
 - (B) technical, schedule and cost baselines which address management control, technical risk, and methods to control changes;
 - (C) performance indicators to provide early warnings of project problems;
 - (D) baseline performance and trend data.

3. Labor Relations Plan. The offeror will submit for evaluation a Labor Relations Plan that provides detailed discussion indicating how the offeror plans to accomplish the various phases of the project. The Plan will be evaluated specifically as to the offeror's ability to implement "best-in-class" labor-management relations practices at all work sites that establish a positive and productive work environment; with due diligence given to the utilization of the existing workforce to the maximum extent practicable, as well as to the sensitive jurisdictional issues, in order to facilitate the timely and cost effective accomplishment of the work.
4. Diversity. The offeror shall address its approach for increasing opportunities to fully use the talents and capabilities of a diverse work force in areas such as the offeror's work force, community involvement and outreach, subcontracting, economic development, environmental justice, policies and practices, recruitment strategies, and employee concerns.
5. Participation of SDB Concerns. The offeror shall describe the extent of proposed participation of SDB concerns in performance of the contract. Identify by name any SDB concerns who will participate in performance of the contract. Describe any commitments of offeror to utilize SDB concerns on this contract, specifically addressing the enforceability of the commitments. Explain the nature of the work and the value of the work to be performed by SDB concerns and compare the value to the total value of the acquisition.

Offeror shall provide targets expressed as dollars and percentages of total contract value, in each of the applicable, authorized SIC Major Groups, and a total target for SDB participation by the Offeror, including joint venture partners, LLC members, and team members (entities whose effort represents 5% or more of the total proposed price for the base term of the contract), and a total target for SDB participation by subcontractors other than team members.

Criterion 4 - Key Personnel.

The offeror shall identify the personnel to fill each Key Personnel position and provide a resume which substantiates the individuals depth of relevant experience, demonstrated performance, experience with multi-firm project integration, education, professional credentials, accomplishments, and qualifications to demonstrate that the proposed individual can fulfill the requirements of the position. Resumes shall address specific information on the qualifications, experience, and demonstrated performance relevant to their proposed position, including individual leadership qualities. Resumes shall also indicate availability date and commitment. Each resume shall follow the format in Attachment 1 to Section L and shall not exceed two pages in length, with the exception of the resume for the overall contract manager which may not exceed four pages. Offerors are advised that the Government may contact any or all references in the resume and third parties. DOE reserves the right to use any information received as part of its evaluation of key personnel. The offeror shall explain the ability of the key personnel to perform in the named positions in compliance with Export Controlled Information.

Criterion 5 - Environment, Safety and Health.

1. Provide the Integrated Safety Management System Plan to include information identified in Section J, Attachment E.
2. The following information should be submitted for the Offeror as defined in Part IV - Section M, Clause M.4, and parent companies of newly formed subsidiaries for the last four years:

All notices of violations, listing of deficiencies, penalties and/or fines (without the monetary amount noted), reports of inspections/audits, etc., and references from regulatory agencies regarding U.S. state and federal environmental laws and regulations shall be provided. With regard to safety and health - a copy of OSHA logs (OSHA Form #200 or equivalent) as described in 29 CFR 1904.2, your company's total Reportable Case Rate (TRC) and Lost Workday Case Rate (LWC) (for construction activities, non-construction activities, and a total for all activities) along with supporting calculations for the past four years, and your company's Insurance Modifier Rate (EMR) along with supporting calculations shall be provided. Offerors that include foreign entities or that perform similar work in foreign countries shall provide comparable information.
3. The contractor is required to include in its proposal, a stand alone document for DOE's use in preparing appropriate NEPA documentation, per 10 CFR 1021.216. This document, in the format shown in Attachment 2 to this section, shall include information associated with the development of NEPA documentation, such as an environmental critique and synopsis.

[End of Provision]

L.28 PROPOSAL PREPARATION INSTRUCTIONS -- VOLUME III, PRICE PROPOSAL (JUNE 1999)

The offeror's pricing proposal shall consist of two parts: Section (a), Financial Viability, and Section (b), Information Other Than Cost and Pricing Data. The required content of these two parts is explained below.

- (a) Financial Viability. FAR Part 9.1, Responsible Prospective Contractors, requires that a potential contractor must meet certain standards in order to be determined a responsible contractor. One of these standards requires that the offeror must have or be able to obtain adequate financial resources required to perform the scope of work.

The design and construction of conversion and storage facilities at the Paducah and Portsmouth sites will require the contractor to obtain significant capital financing and maintain an adequate cash flow to meet financial obligations. This section of the offeror's Price Proposal shall include:

- (1) A complete and detailed description of the plan for financing the construction of the conversion and storage facilities, including equity, senior debt, subordinate debt, financial guarantees, letters and/or lines of credit, performance and payment bonds, interest rates being charged for financed balances, and warranties. This section of Volume III shall also include a cash flow analysis for

each year of the design and construction period of April 1, 2000 through December 31, 2004. The offeror is not required to provide copies of actual financing arrangements with the proposal; however, the offeror is advised that the Contracting Officer may require copies of these documents prior to contract award.

- (2) Financial information in the form of 10K reports, annual reports, and/or audited financial statements for the three most current years, which will be used to determine whether the offeror (and its combined member companies in the event of a joint venture, teaming arrangement or Limited Liability Company) has or is in a financial position to obtain adequate resources to meet financial obligations under the contract.

(b) Information Other Than Cost and Pricing Data

- (1) The Price Proposal. The Price Proposal shall consist of the Offeror's estimated price to perform the required work as set forth in the Statement of Work. FAR 15.4, Contract Pricing, provides that certified cost and pricing data are not required if the contract prices are based on adequate competition; however, the Contracting Officer is responsible for obtaining information that is adequate for evaluating the reasonableness of the proposed prices. Further, in the event that an adequate level of competition is not achieved, DOE reserves the right to request certified cost and pricing data prior to contract award and, if necessary, obtain an independent audit of this data.
- (2) Format. The Offeror's proposed fixed price for conversion services [CLIN 0006b, Portsmouth, and CLIN 0006a, Paducah] for the last 9 months of the Base Period (January 1, 2005 - September 30, 2005) and the five years of the first Option Period (October 1, 2005 - September 30, 2009) shall include all cost associated with the design, construction and financing of the conversion facilities and product storage facilities. The Offeror's proposed fixed price for conversion services shall disclose both the amortization portion of the cost to finance and the basic price for the operation of the facilities. Thereafter, the proposed unit price for the remaining option periods of the contract shall reflect only the cost of operating the facilities (all finance/capitalization cost shall have been amortized). See the required format for the proposal of all fixed unit prices and lump sum prices below.
- (3) Escalation. Proposed prices shall be stated in year-2000 dollars escalated to each calendar year's midpoint. The Offeror shall identify the applied escalation factor for each year or period.
- (4) Identification. All pages, including all forms and exhibits, shall be sequentially numbered, dated, and listed in a table of contents or index.
- (5) Modifications to Price Proposal. Any modification(s) to the price proposal shall clearly indicate the unit and total price impact of the modification to the same level of detail shown in the original price proposal. Tables, forms, and exhibits impacted by the modification(s) shall also be clearly identified, revised and dated.
- (6) Subcontracts. For each proposed subcontract expected to exceed \$500,000, the Offeror shall submit a price proposal in the same format, with the same level of detail and supporting documentation, tables and exhibits as provided in the

Offeror's proposal. In addition, the Offeror shall provide the following information for all subcontracts:

- (i) A copy of the cost or price analysis performed by the Offeror in determining price reasonableness.
 - (ii) The type of subcontract contemplated.
 - (iii) Identification of any affiliations between the Offeror and the Subcontractor.
- (7) Price Estimating Process. The offeror shall provide in this section of Volume III any information required to explain the estimating process including judgmental factors applied and other methods, such as life cycle cost analysis, used in determining the proposed lump sum and unit prices.
- (8) Price Proposal Format and Content. The Offeror shall provide lump sum and fixed prices for all the contract line items (CLINs) listed below. These contract line items can be cross-referenced to the statement of work, Section C. The abbreviation "cy" indicates cylinders, the abbreviation "kg" indicates kilograms, and the abbreviation "pk" indicates packaging for uranium product from conversion.
- (9) Termination Cost. In addition, the Offeror shall provide an estimate of the cost to the Government to terminate the contract for each year of the base period at both the Paducah and Portsmouth sites. The cost to terminate the work at ETPP shall be included with the termination cost for Portsmouth. Termination costs are not a contract line item (CLIN).
- (10) Revenue from Fluorine Sales. The Department believes the fluorine products represent a saleable product and will expect an equitable economic credit for the fluorine, represented in reduced proposed conversion prices. The Offeror shall disclose the dollar amount of the revenue credit and a description of how the credit was calculated.

PORTSMOUTH & ETPP Sites

CLIN 0001b Cylinder Management Transition Period (July 1, 2000-Sept. 30, 2000):

		<u>Proposed Price</u>
0001b(1)	Portsmouth	\$ _____
0001b(2)	ETTP	\$ _____
	Total Transition Period Price	\$ _____

CLIN 0002b Routine Cylinder Management (Oct.1, 2000 - Sept.30, 2001):

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0002b(1)	Portsmouth	\$ _____/cy	_____	\$ _____
0002b(2)	ETTP	\$ _____/cy	_____	\$ _____

CLIN 0003b Cylinder Painting (Oct.1, 2000 - Sept.30, 2001):

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0003b(1)	Portsmouth	\$____/cy	_____	\$_____
0003b(2)	ETTP	\$____/cy	_____	\$_____

CLIN 0002b Routine Cylinder Management (Oct.1, 2001 - Sept.30, 2002):

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0002b(1)	Portsmouth	\$____/cy	_____	\$_____
0002b(2)	ETTP	\$____/cy	_____	\$_____

CLIN 0003b Cylinder Painting (Oct.1, 2001 - Sept.30, 2002):

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0003b(1)	Portsmouth	\$____/cy	_____	\$_____
0003b(2)	ETTP	\$____/cy	_____	\$_____

CLIN 0002b Routine Cylinder Management (Oct.1, 2002 - Sept.30, 2003):

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0002b(1)	Portsmouth	\$____/cy	_____	\$_____
0002b(2)	ETTP	\$____/cy	_____	\$_____

CLIN 0003b Cylinder Painting (Oct.1, 2002 - Sept.30, 2003):

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0003b(1)	Portsmouth	\$____/cy	_____	\$_____
0003b(2)	ETTP	\$____/cy	_____	\$_____

CLIN 0002b Routine Cylinder Management (Oct.1, 2003 - Sept.30, 2004):

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0002b(1)	Portsmouth	\$____/cy	_____	\$_____
0002b(2)	ETTP	\$____/cy	_____	\$_____

CLIN 0003b Cylinder Painting (Oct.1, 2003 - Sept.30, 2004):

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0003b(1)	Portsmouth	\$____/cy	_____	\$_____
0003b(2)	ETTP	\$____/cy	_____	\$_____

CLIN 0002b Routine Cylinder Management (Oct.1, 2004 - Sept.30, 2005):

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0002b(1)	Portsmouth	\$____/cy	_____	\$_____
0002b(2)	ETTP	\$____/cy	_____	\$_____

CLIN 0003b Cylinder Painting (Oct.1, 2004 - Sept.30, 2005):

	<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0003b(1) Portsmouth	\$_____/cy	_____	\$_____
0003b(2) ETPP	\$_____/cy	_____	\$_____

CLIN 0004b ETPP Cylinder Transportation (Jan.1, 2004 - Sept.30, 2005):

	<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0004b ETPP	\$_____/cy	_____	\$_____

**CLIN 0005b Design & Construction of Conversion Facility
Base Period: April 1, 2000 - Sept. 30, 2000**

	<u>Portsmouth</u>	<u>Proposed Price</u>
0005b(1) Design		\$_____
0005b(2) Construction		\$_____
0005b(3) Finance/Capitalization		\$_____
Total Price		\$_____

**CLIN 0005b Design & Construction of Conversion Facility
Base Period: Oct. 1, 2000 - Sept. 30, 2001**

	<u>Portsmouth</u>	<u>Proposed Price</u>
0005b(1) Design		\$_____
0005b(2) Construction		\$_____
0005b(3) Finance/Capitalization		\$_____
Total Price		\$_____

**CLIN 0005b Design & Construction of Conversion Facility
Base Period: Oct. 1, 2001 - Sept. 30, 2002**

	<u>Portsmouth</u>	<u>Proposed Price</u>
0005b(1) Design		\$_____
0005b(2) Construction		\$_____
0005b(3) Finance/Capitalization		\$_____
Total Price		\$_____

**CLIN 0005b Design & Construction of Conversion Facility
Base Period: Oct. 1, 2002 - Sept. 30, 2003**

	<u>Portsmouth</u>	<u>Proposed Price</u>
0005b(1) Design		\$_____
0005b(2) Construction		\$_____
0005b(3) Finance/Capitalization		\$_____
Total Price		\$_____

**CLIN 0005b Design & Construction of Conversion Facility
Base Period: Oct. 1, 2003 - Sept. 30, 2004**

	<u>Portsmouth</u>	<u>Proposed Price</u>
0005b(1)	Design	\$ _____
0005b(2)	Construction	\$ _____
0005b(3)	Finance/Capitalization	\$ _____
	Total Price	\$ _____

CLIN 0005b Design & Construction of Conversion Facility
Base Period: Oct. 1, 2004 - Dec. 31, 2004

	<u>Portsmouth</u>	<u>Proposed Price</u>
0005b(1)	Design	\$ _____
0005b(2)	Construction	\$ _____
0005b(3)	Finance/Capitalization	\$ _____
	Total Price	\$ _____

CLIN 0006b Conversion Services (Jan. 1, 2005 - Sept. 30, 2005)

		<u>Fixed Unit Price</u>	<u>Kgs Converted</u>	<u>Extended Price</u>
0006b(1)	Amortization	\$ _____ /kg	_____	\$ _____
0006b(2)	Operations	\$ _____ /kg	_____	\$ _____
	Total	\$ _____ /kg	_____	\$ _____

CLIN 0007b Design & Construction of Product Storage Facilities
Base Period: April 1, 2000 - Sept. 30, 2000

	<u>Portsmouth</u>	<u>Proposed Price</u>
0007b(1)	Design	\$ _____
0007b(2)	Construction	\$ _____
0007b(3)	Finance/Capitalization	\$ _____
	Total Price	\$ _____

CLIN 0007b Design & Construction of Product Storage Facilities
Base Period: Oct. 1, 2000 - Sept. 30, 2001

	<u>Portsmouth</u>	<u>Proposed Price</u>
0007b(1)	Design	\$ _____
0007b(2)	Construction	\$ _____
0007b(3)	Finance/Capitalization	\$ _____
	Total Price	\$ _____

CLIN 0007b Design & Construction of Product Storage Facilities
Base Period: Oct. 1, 2001 - Sept. 30, 2002

	<u>Portsmouth</u>	<u>Proposed Price</u>
0007b(1)	Design	\$ _____
0007b(2)	Construction	\$ _____
0007b(3)	Finance/Capitalization	\$ _____
	Total Price	\$ _____

CLIN 0007b Design & Construction of Product Storage Facilities
Base Period: Oct. 1, 2002 - Sept. 30, 2003

	<u>Portsmouth</u>	<u>Proposed Price</u>
0007b(1)	Design	\$ _____
0007b(2)	Construction	\$ _____
0007b(3)	Finance/Capitalization	\$ _____
	Total Price	\$ _____

CLIN 0007b Design & Construction of Product Storage Facilities
Base Period: Oct. 1, 2003 - Sept. 30, 2004

	<u>Portsmouth</u>	<u>Proposed Price</u>
0007b(1)	Design	\$ _____
0007b(2)	Construction	\$ _____
0007b(3)	Finance/Capitalization	\$ _____
	Total Price	\$ _____

CLIN 0007b Design & Construction of Product Storage Facilities
Base Period: Oct. 1, 2004 - Dec. 31, 2004

	<u>Portsmouth</u>	<u>Proposed Price</u>
0007b(1)	Design	\$ _____
0007b(2)	Construction	\$ _____
0007b(3)	Finance/Capitalization	\$ _____
	Total Price	\$ _____

CLIN 0008b Conversion Product Storage (Jan. 1, 2005 - Sept. 30, 2005)

		<u>Fixed Unit Price</u>	<u># of Packages</u>	<u>Extended Price</u>
0008b	Portsmouth	\$_____/pk	_____	\$_____

OPTION PERIODS - CYLINDER MANAGEMENT & PAINTING, CONVERSION SERVICES AND Conversion Product Storage

Option Period I (Oct.1, 2005 - Sept.30, 2009):

CLIN 0009b Routine Cylinder Management:

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0009b(1)	Portsmouth	\$_____/cy	_____	\$_____
0009b(2)	ETTP	\$_____/cy	_____	\$_____
	Total	\$_____/cy	_____	\$_____

CLIN 0010b Cylinder Painting:

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0010b(1)	Portsmouth	\$_____/cy	_____	\$_____

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DE-RP05-99OR22717

0010b(2) ETPP	\$_____/cy	_____	\$_____
Total	\$_____/cy	_____	\$_____

CLIN 0011b ETPP Cylinder Transportation:

0011b ETPP	<u>Fixed Unit Price</u> \$_____/cy	<u># of Cylinders</u> _____	<u>Extended Price</u> \$_____
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CLIN 0012b Conversion Services:

0012b(1) Amortization	<u>Fixed Unit Price</u> \$_____/kg	<u>Kgs Converted</u> _____	<u>Extended Price</u> \$_____
0012b(2) Operations	<u>Fixed Unit Price</u> \$_____/kg	<u>Kgs Converted</u> _____	<u>Extended Price</u> \$_____
Total	\$_____/kg	_____	\$_____

CLIN 0013b Conversion Product Storage:

0013b Portsmouth	<u>Fixed Unit Price</u> \$_____/pk	<u># of Packages</u> _____	<u>Extended Price</u> \$_____
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Option Period II (Oct.1, 2009 - Sept.30, 2014)

CLIN 0014b Routine Cylinder Management:

0014b(1) Portsmouth	<u>Fixed Unit Price</u> \$_____/cy	<u># of Cylinders</u> _____	<u>Extended Price</u> \$_____
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CLIN 0015b Cylinder Painting:

0015b Portsmouth	<u>Fixed Unit Price</u> \$_____/cy	<u># of Cylinders</u> _____	<u>Extended Price</u> \$_____
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CLIN 0016b Conversion Services:

0016b Operations	<u>Fixed Unit Price</u> \$_____/kg	<u>Kgs Converted</u> _____	<u>Extended Price</u> \$_____
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CLIN 0017b Conversion Product Storage:

0017b Portsmouth	<u>Fixed Unit Price</u> \$_____/pk	<u># of Packages</u> _____	<u>Extended Price</u> \$_____
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Option Period III (Oct.1, 2014 - Sept.30, 2019)

CLIN 0018b Routine Cylinder Management:

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0018b	Portsmouth	\$_____/cy	_____	\$_____

CLIN 0019b Cylinder Painting:

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0019b	Portsmouth	\$_____/cy	_____	\$_____

CLIN 0020b Conversion Services:

		<u>Fixed Unit Price</u>	<u>Kgs Converted</u>	<u>Extended Price</u>
0020b	Operations	\$_____/kg	_____	\$_____

CLIN 0021b Conversion Product Storage:

		<u>Fixed Unit Price</u>	<u># of Packages</u>	<u>Extended Price</u>
0021b	Portsmouth	\$_____/pk	_____	\$_____

Option Period IV (Oct.1, 2019 - Sept.30, 2024)

CLIN 0022b Routine Cylinder Management:

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0022b	Portsmouth	\$_____/cy	_____	\$_____

CLIN 0023b Cylinder Painting:

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0023b	Portsmouth	\$_____/cy	_____	\$_____

CLIN 0024b Conversion Services:

		<u>Fixed Unit Price</u>	<u>Kgs Converted</u>	<u>Extended Price</u>
0024b	Operations	\$_____/kg	_____	\$_____

CLIN 0025b Conversion Product Storage:

		<u>Fixed Unit Price</u>	<u># of Packages</u>	<u>Extended Price</u>
0025b	Portsmouth	\$_____/pk	_____	\$_____

Option Period IV (Oct.1, 2024 - Dec. 30, 2028)

CLIN 0026b Routine Cylinder Management:

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0026b	Portsmouth	<u>Fixed Unit Price</u> \$/____/cy	<u># of Cylinders</u> _____	<u>Extended Price</u> \$_____
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CLIN 0027b Cylinder Painting:

0027b	Portsmouth	<u>Fixed Unit Price</u> \$/____/cy	<u># of Cylinders</u> _____	<u>Extended Price</u> \$_____
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CLIN 0028b Conversion Services:

0028b	Operations	<u>Fixed Unit Price</u> \$/____/kg	<u>Kgs Converted</u> _____	<u>Extended Price</u> \$_____
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CLIN 0029b Conversion Product Storage:

0029b	Portsmouth	<u>Fixed Unit Price</u> \$/____/pk	<u># of Packages</u> _____	<u>Extended Price</u> \$_____
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CLIN 0030b Option - Decontamination & Decommissioning - Portsmouth/ETTP

0030b(1)	Conversion Facilities	\$_____
0030b(2)	DUF Cylinder Storage Yards	\$_____
	Total	\$_____

CLIN 0031b Option - Cleaning & Disposition of Heel and Empty Cylinders

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0031b(1)	Portsmouth	\$/____/cy	_____	\$_____
0031b(2)	ETTP	\$/____/cy	_____	\$_____

CLIN 0032b Deliverables (Data and Reports) - Portsmouth

The Offeror shall estimate the total price for providing all deliverables, data and reports, as required under the statement of work, Section entitled Data and Reports, at the inception of the base period and the cost for all modifications and updates thereafter, .

0032b	Portsmouth	<u>Proposed Price</u>
	Base Period	\$_____
	Option Period I	\$_____
	Option Period II	\$_____
	Option Period III	\$_____
	Option Period IV	\$_____

Termination Cost - Portsmouth

The Offeror shall estimate the total cost to the Government for the termination of the contract at the end of each year of the Base Period.

Base Period:	<u>Proposed Cost</u>
April 1, 2000 - Sept. 30, 2000	\$ _____
Oct. 30, 2000 - Sept. 30, 2001	\$ _____
Oct. 30, 2001 - Sept. 30, 2002	\$ _____
Oct. 30, 2002 - Sept. 30, 2003	\$ _____
Oct. 30, 2003 - Sept. 30, 2004	\$ _____
Oct. 30, 2004 - Sept. 30, 2005	\$ _____

PADUCAH Site

CLIN 0001a Cylinder Management - Transition Period (July 1, 2000-Sept. 30,2000):

	<u>Proposed Price</u>
0001a Paducah	\$ _____

CLIN 0002a Routine Cylinder Management (Oct.1, 2000 - Sept.30, 2001):

	<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0002a Paducah	\$_____/cy	_____	\$ _____

CLIN 0003a Cylinder Painting (Oct.1, 2000 - Sept.30, 2001):

	<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0003a Paducah	\$_____/cy	_____	\$ _____

CLIN 0002a Routine Cylinder Management (Oct.1, 2001 - Sept.30, 2002):

	<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0002a Paducah	\$_____/cy	_____	\$ _____

CLIN 0003a Cylinder Painting (Oct.1, 2001 - Sept.30, 2002):

	<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0003a Paducah	\$_____/cy	_____	\$ _____

CLIN 0002a Routine Cylinder Management (Oct.1, 2002 - Sept.30, 2003):

	<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0002a Paducah	\$_____/cy	_____	\$ _____

CLIN 0003a Cylinder Painting (Oct.1, 2002 - Sept.30, 2003):

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0003a	Paducah	\$_____/cy	_____	\$_____

CLIN 0002a Routine Cylinder Management (Oct.1, 2003 - Sept.30, 2004):

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0002a	Paducah	\$_____/cy	_____	\$_____

CLIN 0003a Cylinder Painting (Oct.1, 2003 - Sept.30, 2004):

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0003a	Paducah	\$_____/cy	_____	\$_____

CLIN 0002a Routine Cylinder Management (Oct.1, 2004 - Sept.30, 2005):

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0002a	Paducah	\$_____/cy	_____	\$_____

CLIN 0003a Cylinder Painting (Oct.1, 2004 - Sept.30, 2005):

		<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0003a	Paducah	\$_____/cy	_____	\$_____

**CLIN 0005a Design & Construction of Conversion Facility
Base Period: April 1, 2000 - Sept. 30, 2000**

	<u>Paducah</u>	<u>Proposed Price</u>
0005a(1)	Design	\$_____
0005a(2)	Construction	\$_____
0005a(3)	Finance/Capitalization	\$_____
	Total Price	\$_____

**CLIN 0005a Design & Construction of Conversion Facility
Base Period: Oct. 1, 2000 - Sept. 30, 2001**

	<u>Paducah</u>	<u>Proposed Price</u>
0005a(1)	Design	\$_____
0005a(2)	Construction	\$_____
0005a(3)	Finance/Capitalization	\$_____
	Total Price	\$_____

CLIN 0005a Design & Construction of Conversion Facility
Base Period: Oct. 1, 2001 - Sept. 30, 2002

	<u>Paducah</u>	<u>Proposed Price</u>
0005a(1)	Design	\$ _____
0005a(2)	Construction	\$ _____
0005a(3)	Finance/Capitalization	\$ _____
	Total Price	\$ _____

CLIN 0005a Design & Construction of Conversion Facility
Base Period: Oct. 1, 2002 - Sept. 30, 2003

	<u>Paducah</u>	<u>Proposed Price</u>
0005a(1)	Design	\$ _____
0005a(2)	Construction	\$ _____
0005a(3)	Finance/Capitalization	\$ _____
	Total Price	\$ _____

CLIN 0005a Design & Construction of Conversion Facility
Base Period: Oct. 1, 2003 - Sept. 30, 2004

	<u>Paducah</u>	<u>Proposed Price</u>
0005a(1)	Design	\$ _____
0005a(2)	Construction	\$ _____
0005a(3)	Finance/Capitalization	\$ _____
	Total Price	\$ _____

CLIN 0005a Design & Construction of Conversion Facility
Base Period: Oct. 1, 2004 - Dec. 31, 2004

	<u>Paducah</u>	<u>Proposed Price</u>
0005a(1)	Design	\$ _____
0005a(2)	Construction	\$ _____
0005a(3)	Finance/Capitalization	\$ _____
	Total Price	\$ _____

CLIN 0006a Conversion Services (Jan. 1, 2005 - Sept. 30, 2005)

		<u>Fixed Unit Price</u>	<u>Kgs Converted</u>	<u>Extended Price</u>
0006a(1)	Amortization	\$ _____ / kg	_____	\$ _____
0006a(2)	Operations	\$ _____ / kg	_____	\$ _____
	Total	\$ _____ / kg	_____	\$ _____

CLIN 0007a Design & Construction of Product Storage Facilities
Base Period: April 1, 2000 - Sept. 30, 2000

	<u>Paducah</u>	<u>Proposed Price</u>
0007a(1)	Design	\$ _____
0007a(2)	Construction	\$ _____
0007a(3)	Finance/Capitalization	\$ _____

Total Price \$ _____

**CLIN 0007a Design & Construction of Product Storage Facilities
Base Period: Oct. 1, 2000 - Sept. 30, 2001**

	<u>Paducah</u>	<u>Proposed Price</u>
0007a(1)	Design	\$ _____
0007a(2)	Construction	\$ _____
0007a(3)	Finance/Capitalization	\$ _____
	Total Price	\$ _____

**CLIN 0007a Design & Construction of Product Storage Facilities
Base Period: Oct. 1, 2001 - Sept. 30, 2002**

	<u>Paducah</u>	<u>Proposed Price</u>
0007a(1)	Design	\$ _____
0007a(2)	Construction	\$ _____
0007a(3)	Finance/Capitalization	\$ _____
	Total Price	\$ _____

**CLIN 0007a Design & Construction of Product Storage Facilities
Base Period: Oct. 1, 2002 - Sept. 30, 2003**

	<u>Paducah</u>	<u>Proposed Price</u>
0007a(1)	Design	\$ _____
0007a(2)	Construction	\$ _____
0007a(3)	Finance/Capitalization	\$ _____
	Total Price	\$ _____

**CLIN 0007a Design & Construction of Product Storage Facilities
Base Period: Oct. 1, 2003 - Sept. 30, 2004**

	<u>Paducah</u>	<u>Proposed Price</u>
0007a(1)	Design	\$ _____
0007a(2)	Construction	\$ _____
0007a(3)	Finance/Capitalization	\$ _____
	Total Price	\$ _____

**CLIN 0007a Design & Construction of Product Storage Facilities
Base Period: Oct. 1, 2004 - Dec. 31, 2004**

	<u>Paducah</u>	<u>Proposed Price</u>
0007a(1)	Design	\$ _____
0007a(2)	Construction	\$ _____
0007a(3)	Finance/Capitalization	\$ _____
	Total Price	\$ _____

CLIN 0008a Conversion Product Storage (Jan. 1, 2005 - Sept. 30, 2005)

	<u>Paducah</u>	<u>Fixed Unit Price</u>	<u># of Packages</u>	<u>Extended Price</u>
0008a	Paducah	\$ _____/pk	_____	\$ _____

OPTION PERIODS - CYLINDER MANAGEMENT & PAINTING, CONVERSION SERVICES AND Conversion Product Storage

Option Period I (Oct.1, 2005 - Sept.30, 2009):

CLIN 0009a Routine Cylinder Management:

	<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0009a Paducah	\$_____/cy	_____	\$_____

CLIN 0010a Cylinder Painting:

	<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0010a Paducah	\$_____/cy	_____	\$_____

CLIN 0012a Conversion Services:

	<u>Fixed Unit Price</u>	<u>Kgs Converted</u>	<u>Extended Price</u>
0006a(1) Amortization	\$_____/kg	_____	\$_____
0006a(2) Operations	\$_____/kg	_____	\$_____
Total	\$_____/kg	_____	\$_____

CLIN 0013a Conversion Product Storage:

	<u>Fixed Unit Price</u>	<u># of Packages</u>	<u>Extended Price</u>
0013a Paducah	\$_____/pk	_____	\$_____

Option Period II (Oct.1, 2009 - Sept.30, 2014)

CLIN 0014a Routine Cylinder Management:

	<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0014a Paducah	\$_____/cy	_____	\$_____

CLIN 0015a Cylinder Painting:

	<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0015a Paducah	\$_____/cy	_____	\$_____

CLIN 0016a Conversion Services:

	<u>Fixed Unit Price</u>	<u>Kgs Converted</u>	<u>Extended Price</u>
0016a Operations	\$_____/kg	_____	\$_____

CLIN 0017 Conversion Product Storage:

0017a	Paducah	<u>Fixed Unit Price</u> \$/_____/pk	<u># of Packages</u> _____	<u>Extended Price</u> \$_____
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Option Period III (Oct.1, 2014 - Sept.30, 2019)

CLIN 0018a Routine Cylinder Management:

0018a	Paducah	<u>Fixed Unit Price</u> \$/_____/cy	<u># of Cylinders</u> _____	<u>Extended Price</u> \$_____
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CLIN 0019a Cylinder Painting:

0019a	Paducah	<u>Fixed Unit Price</u> \$/_____/cy	<u># of Cylinders</u> _____	<u>Extended Price</u> \$_____
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CLIN 0020a Conversion Services:

0020a	Operations	<u>Fixed Unit Price</u> \$/_____/kg	<u>Kgs Converted</u> _____	<u>Extended Price</u> \$_____
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CLIN 0021a Conversion Product Storage:

0021a	Paducah	<u>Fixed Unit Price</u> \$/_____/pk	<u># of Packages</u> _____	<u>Extended Price</u> \$_____
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Option Period IV (Oct.1, 2019 - Sept.30, 2024)

CLIN 0022a Routine Cylinder Management:

0022a	Paducah	<u>Fixed Unit Price</u> \$/_____/cy	<u># of Cylinders</u> _____	<u>Extended Price</u> \$_____
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CLIN 0023a Cylinder Painting:

0023a	Paducah	<u>Fixed Unit Price</u> \$/_____/cy	<u># of Cylinders</u> _____	<u>Extended Price</u> \$_____
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CLIN 0024a Conversion Services:

0024a	Operations	<u>Fixed Unit Price</u> \$/_____/kg	<u>Kgs Converted</u> _____	<u>Extended Price</u> \$_____
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CLIN 0025a Conversion Product Storage:

		<u>Fixed Unit Price</u>	<u># of Packages</u>	<u>Extended Price</u>
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0025a Paducah \$_____/pk _____ \$_____

Option Period IV (Oct.1, 2024 - Dec. 30, 2028)

CLIN 0026a Routine Cylinder Management:

	<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0026a Paducah	\$_____/cy	_____	\$_____

CLIN 0027a Cylinder Painting:

	<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0027a Paducah	\$_____/cy	_____	\$_____

CLIN 0028a Conversion Services:

	<u>Fixed Unit Price</u>	<u>Kgs Converted</u>	<u>Extended Price</u>
0028a Operations	\$_____/kg	_____	\$_____

CLIN 0029a Conversion Product Storage:

	<u>Fixed Unit Price</u>	<u># of Packages</u>	<u>Extended Price</u>
0029a Paducah	\$_____/pk	_____	\$_____

CLIN 0030a Option - Decontamination & Decommissioning - Paducah

0030a(1) Conversion Facilities	\$_____
0030a(2) DUF Cylinder Storage Yards	\$_____
Total	\$_____

CLIN 0031a Option - Cleaning & Disposition of Heel and Empty Cylinders

	<u>Fixed Unit Price</u>	<u># of Cylinders</u>	<u>Extended Price</u>
0031a Paducah	\$_____/cy	_____	\$_____

CLIN 0032a Deliverables (Data and Reports) - Paducah

The Offeror shall estimate the total price for providing all deliverables, data, and reports, as required under the statement of work, Section entitled Data and Reports, at the inception of each year of the base period and the cost of all modification and updates thereafter for the option periods.

0032a Paducah	
Base Period	<u>Proposed Price</u> \$_____

Option Period I	\$ _____
Option Period II	\$ _____
Option Period III	\$ _____
Option Period IV	\$ _____

Termination Cost - Paducah

The Offeror shall estimate the total cost to the Government for the termination of the contract at the end of each year of the Base Period.

	<u>Proposed Cost</u>
Base Period:	
April 1, 2000 - Sept. 30, 2000	\$ _____
Oct. 30, 2000 - Sept. 30, 2001	\$ _____
Oct. 30, 2001 - Sept. 30, 2002	\$ _____
Oct. 30, 2002 - Sept. 30, 2003	\$ _____
Oct. 30, 2003 - Sept. 30, 2004	\$ _____
Oct. 30, 2004 - Sept. 30, 2005	\$ _____

[End of Provision]

L.29 ORO L185 AVAILABILITY OF REFERENCED DOCUMENTS (JUNE 1999)

The current listing and location of documents available for your information and use in connection with this Request for Proposal can be found at internet address <FILL IN>. Certain of these documents are located at the Department of Energy Public Reading Rooms referred to below. Requests for duplication of materials will be provided free of charge. If travel to this location is inconvenient, copies may be obtained by written request to the facsimile numbers or E-mail addresses listed below:

Oak Ridge, Tennessee:

U.S Department of Energy
 Public Reading Room
 230 Warehouse Road, Suite 300
 Oak Ridge, TN 37830.
 Telephone: (423) 241-4780
 Facsimile 423-576-1556
 E-mail to *rothrockal@oro.doe.gov*.

Paducah, Kentucky:

U.S. Department of Energy
 Public Reading Room
 P.O. Box 1410
 Mail Stop 2001
 Paducah, KY 42001-1410
 Telephone: (502) 441-6035
 Facsimile: (502) 441-6721

E-mail: *whitesidera@lmus.com*

Portsmouth, OH: U.S. Department of Energy
Environmental Information Center
P.O. Box 628
Piketon, OH 45661
Telephone: (740)289-3317
Facsimile: (740) 897-2507
E-mail: *vt5@ornl.gov*

[End of Provision]

L.30 ORO L190 INTENTION TO PROPOSE (MAR 1990)

Please review this RFP. To enable us to update our source lists, please complete the following and mail to the address below by the earliest practical date.

RFP Number:

- We do intend to submit a proposal.
- We do not intend to submit a proposal for the following reasons:

Name and Address of Firm or Organization (Include Zip Code)

PRIME:

SUBCONTRACTOR(S):

Typed Name and Title: _____

Date: _____

NOTE: Unless otherwise stated in the RFP, no other solicitation materials should be returned if you do not intend to submit a proposal.

Mail To:

Department of Energy
Oak Ridge Operations Office
ATTN: _____
Box 2001
Oak Ridge, Tennessee 37831

If you prefer, you may mail this form electronically to _____ at the following address:

[End of Provision]

L.31 COMMERCIAL USES OF DEPLETED URANIUM CONVERSION PRODUCT (JUN 1999)

Title to the depleted uranium conversion product remains with the DOE. DOE may at any time before or during conversion operations consider proposals for development of commercial uses of the depleted uranium conversion product resulting from performance of this contract. Any such proposal accepted by DOE could result in a separate contract or financial assistance award. DOE retains the right to accept proposals from other sources for similar work.

[End of Clause]

ATTACHMENT 1

RESUME FORMAT

Name:

Proposed Position with Offeror:

Duties and Responsibilities in Proposed Position:

Experience:

(Identify employers, position titles, dates of employment, specific duties and responsibilities. Address specific information on the qualifications, experience, and demonstrated performance relevant to the proposed position, including individual leadership qualities.)

Education:

(Identify institution, degree earned, dates)

Professional development and Achievement:

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

References:

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

Commitment Statement:

If {name of offeror} is awarded the contract, I agree to accept full-time employment in the above stated position.

SIGNATURE OF INDIVIDUAL

1. Anticipated RCRA Hazardous Waste Generation	Types of Hazardous and Mixed Waste	Volume of Each Waste Type Expected
2. Anticipated Air Emissions	Types of Emissions	Annual Amounts of Emissions Expected for: 1) Construction Phase 2) Operation Phase
3. Anticipated Radioactive Waste Generation	Types of Radioactive Waste	Volume of Radioactive Waste Expected
4. Anticipated Worker Exposure Rates	Annual Exposure Rates (Average) - From Hazardous Materials - From Radioactive Materials	
5. Anticipated Public Exposure Rates	Annual Exposure Rates (Maximum Exposed Individual) - From Hazardous Materials - From Radioactive Materials	
6. Water Effluents	Types of Effluents	Amounts of Effluents Expected Permits Required
7. Water Usage	Annual Use Expected	
8. Anticipated Energy Consumption	Type(s) of Energy	Anticipated Amounts to be Used (Annually)

9. Anticipated Toxic or Hazardous Chemical Storage	Types of Toxic or Hazardous Chemicals	Anticipated Amounts in Storage
10. Wastes Generated During Facility Disposition and Disposal	Types of Wastes (Mixed, Hazardous or Radiological)	Anticipated Amounts of Waste
11. Floodplain/Wetland Information	Are any proposed facilities located in a floodplain or wetland?	What mitigation measures are proposed, if any? Practicable alternatives to locating in a floodplain or wetland.
12. Noise	Discuss potential impacts by noise generated by the project.	
13. Land Use	Describe the amount of land and location to be used.	
14. Ecological Impacts	Describe any potential environmental impacts to vegetation, terrestrial wildlife, aquatic wildlife, and threatened or endangered species.	
15. Socioeconomic Impacts	Describe availability of labor, transportation and potential impact on public services.	