

TABLE OF CONTENTS
SECTION L

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS 3

L-1. Content of Resulting Contract 3

L-2. Excluded Contractors 3

L-3. The Proposal 3

L-4. Proposal Preparation Instructions -- General 4

L-5. Proposal Preparation Instructions -- Volume I, Offer 5

(a) Signed Contract 5

(b) Fee 5

(c) Corporate Citizenship 6

(d) Key Personnel, Appendix B 6

(e) Performance Guarantee Agreement, Appendix C 6

(f) Responsible Corporate Official 6

(g) Small Business Subcontracting Plan 7

(h) Rights to Proposal Data (Technical) 7

(i) Representations, Certifications, and Other Statements of Offerors . . 7

(j) Acknowledgment(s) of receipt of amendments 7

L-6. Proposal Preparation Instructions -- Volume II, Technical and Business Management Proposal 7

(a) General 7

(b) Technical Summary 8

(c) Oral Presentation Process 8

L-7. Proposal Preparation Instructions -- Volume II, Oral Presentation Topics 11

(a) Leadership 11

(b) Management of Science and Technology 13

(c) Corporate Experience 19

L-8. Proposal Preparation Instructions -- Volume II, Written Information 20

(a) Past Performance Information 20

(b) Management Team Resumes 21

L-9. Proposal Preparation Instructions -- Volume III, Cost Proposal 22

(a) Cost Proposal Content 22

(b) Applied Analytical Techniques 24

L-10. Time, Date And Place Proposals Are Due 24

L-11. Preproposal Conference 25

L-12. Requirement for Guarantee of Performance (Nov 1998) 26

L-13. 52.215-1 Instructions to Offerors--Competitive Acquisition (Oct 1997) . . . 26

L-14. 52.216-1 Type of Contract. (APR 1984) 32

L-15. 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999) 32

L-16. 52.227-6 Royalty Information (APR 1984) 32

L-17. 52.233-2 Service of Protest (Aug 1996) 33

L-18.	952.233-4 Notice of Protest File Availability (Sep 1996)	33
L-19.	952.233-5 Agency Protest Review (Sep 1996)	34
L-20.	970.5204-73 Notice Regarding Options	34
L-21.	970.5204-88 Limitation on Fee	34
L-22.	Small Business Size Standards And Set-Aside Information (Unrestricted)(May 1997)	35
L-23.	Number Of Awards	35
L-24.	Expenses Related To Proposal Or Bid Submissions	35
L-25.	Hazardous Materials Information	35
L-26.	Amendment of the Solicitation	35
L-27.	Disposition Of Proposals Or Bids	36
L-28.	Intention to Propose	36
L-29.	Availability of Referenced Documents and Other Potentially Useful Documents	36
L-30.	List of Attachments to Section L	36

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L-1. Content of Resulting Contract

Any contract awarded as a result of the RFP will contain Part I – The Schedule; Part II – Contract Clauses; and Part III Section J – List of Documents, Exhibits and Other Attachments. Part IV Section K -- Representations, Certifications, and other Statements of Bidders/Offerors, will be incorporated in the contract by reference.

L-2. Excluded Contractors

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

L-3. The Proposal

This Section L of the RFP provides instructions and other information to the offeror related to the preparation of its proposal. Offerors are cautioned to follow these instructions carefully in order to assure that DOE receives consistent information in a form that will facilitate proposal evaluation. These instructions and the information contained in these instructions are not evaluation factors for this RFP. The evaluation factors are contained in Section M.

Proposals will be evaluated on both written and oral information submitted and presented by the offeror and detailed below. Each initial proposal should contain the offeror's best terms from a cost, fee and technical standpoint since it is the Government's intent to evaluate proposals and award a contract without discussions. The Government, however, reserves the right to conduct discussions if it later determines that discussions are necessary (see the clause in Section L entitled, "Instructions to Offerors–Competitive Acquisition"). Any exceptions or deviations taken to the terms of the contract (Sections A-K) will make the offer unacceptable for award without discussions. If an offeror proposes exceptions to the terms and conditions of the contract, the Government may make an award without discussions to another offeror who did not take exception to the terms and conditions of the contract. Offerors should pose any issues/questions to DOE prior to the time for receipt of proposals to allow DOE the opportunity to consider whether the matter warrants an amendment to the solicitation.

L-4. Proposal Preparation Instructions -- General

- (a) A cover letter for the overall proposal shall include but is not limited to the following:
 - (1) The name, address, telephone number, FAX number, and e-mail address of the individual in the offeror's organization to be contacted, if necessary, during evaluation of the proposal.
 - (2) The complete formal name and address of offeror's organization and/or other participants that would be used in any resulting contract.
 - (3) The name, address, telephone and FAX numbers of representatives of the Government agency having administrative cognizance over the offeror, teaming/joint venture partner, or parent company, as applicable (such as contract administration within the meaning of FAR 42.3, Audit, and Equal Employment Opportunity).
 - (4) An attachment to the cover letter that provides a brief executive summary of the entire proposal. The executive summary (attachment), limited to three (3) pages, should include a synopsis of the major features and the advantages of the offeror's proposal to the Government.
 - (5) An attachment to the cover letter that provides information verifying that the offeror meets the qualification criteria contained in the clause in Section M entitled, "Qualification Criteria." Proposals not meeting these qualification criteria will not be evaluated further.
 - (6) An attachment to the cover letter that contains a copy of any agreements among proposing entities that will remain in effect after contract award.
- (b) The proposal shall consist of four (4) separate binders individually titled as stated below. All pages of each part shall be appropriately numbered and identified with the name of the offeror. Any time a page limitation is specified, a page is defined as a single side of 8 1/2" x 11" paper.

Proposal Volume - Title	Copies Required
Volume I - Offer	12

Volume II - Technical and Business Management Proposal	
Part A - Technical summary and paper copy of oral presentation visuals.	20
Part B - Past performance information, management team resumes, and organization chart.	20
Volume III - Cost Proposal	12

- (c) Copy Nos. 1 and 2 of the proposal shall contain the signed original of all documents requiring signature by the offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.

L-5. Proposal Preparation Instructions -- Volume I, Offer

Volume I, Offer, consists of the actual offer to enter into a contract to perform the desired work and includes the documents identified below (in the order listed):

- (a) **Signed Contract.** The "Solicitation, Offer, and Award," (Standard Form 33, Section A of the RFP) must be fully executed and used as the first page of each copy of Volume I, Offer.
- (1) **Acceptance Period.** The acceptance period given on the Standard Form 33 shall apply if no longer period is offered.
 - (2) **Signature Authority.** The person signing the Standard Form 33 must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.
 - (3) **By the offeror's signature on the Standard Form 33, it is agreeing to accept the model contract (Sections A through K of this RFP) as written. Offerors do not need to submit the complete language from all of the contract clauses in their proposals. Rather, offerors need only submit those pages in which the offeror is to complete certain information as a part of its offer. Those specific areas are described in subsequent paragraphs.**
- (b) **Fee.** The offeror shall propose (1) the fixed fee for the period February 1, 2000, through September 30, 2000 (see the clause in Section B entitled, "Fixed Fee"), (2) the fee discount factor applicable to the period of October 1, 2000, through March 31, 2005 (see clause in Section B entitled, "Performance Fee"), and (3) the

fee discount factor applicable to the option period (see clause in Section B entitled, "Fee During Option Period"). The fixed-fee proposed shall not exceed, but may be less than, \$3,500,000. The fee discount factor shall be applied against \$7,000,000 for each fiscal year during the period October 1, 2000 through September 30, 2004, and applied against \$3,500,000 for the period October 1, 2004 through March 31, 2005.

- (c) **Corporate Citizenship.** The Contractor will be expected to be a good corporate citizen and partner with the community in which the contractor performs its work. Corporate citizenship entails active company and employee involvement in both financial and nonfinancial ways in local area educational, cultural, civic, health and welfare organizations, etc. The Offer, as stated in the clause in Section H entitled, "Corporate Citizenship," should be specific in terms of exactly what the offeror proposes to do. The offeror's commitment to contributions in this area made after the date of contract award through the term of the contract (not including the option period) will be evaluated. No additional written information in support of corporate citizenship is required.
- (d) **Key Personnel, Appendix B.** The offeror shall propose, in Appendix B, Key Personnel who will be subject to the clause in Section I entitled, "Key Personnel." Key personnel shall include, as a minimum, the Laboratory Director and the first tier direct reports to either the Laboratory Director or Deputy Laboratory Director(s), if proposed, whose responsibility includes the management and administration of science and technology programs or for site and facility operations. Proposed Key Personnel shall include the loaned incumbent Project Director for the Spallation Neutron Source (SNS). This position is subject to the Key Personnel clause. The SNS Project Director shall report to, and be subject to management by, the ORNL Laboratory Director.

DOE is not specifying any other specific positions or incumbents to be included as key personnel. The exact positions proposed may vary depending on the organizational structure proposed.

- (e) **Performance Guarantee Agreement, Appendix C.** The offeror shall complete the Performance Guarantee Agreement in accordance with the clause in Section L, entitled, "Requirement for Guarantee of Performance," and the clause in Section H entitled, "Performance Guarantee."
- (f) **Responsible Corporate Official.** The offeror shall identify a single responsible corporate official by name, position, and organization, at a level above the performing entity, who is accountable for the performance of the offeror. This applies even if the performing entity is a joint venture, teaming arrangement, limited liability company, or other similar entity. The offeror shall identify the Responsible Corporate Official in the clause in Section H entitled, "Responsible Corporate Official."

- (g) **Small Business Subcontracting Plan.** A subcontracting plan shall be submitted which contains all the elements required by the provisions of the clause in Section I entitled, "Small Business Subcontracting Plan (Alternate II)," except for the following: The goals and dollars to be subcontracted shall be for the period April 1, 2000, through September 30, 2000. Subsequent subcontracting goals will be established on an annual basis.
- (h) **Rights to Proposal Data (Technical).** The offeror must complete the clause in Section I entitled, "Rights to Proposal Data (Technical)," if applicable.
- (i) **Representations, Certifications, and Other Statements of Offerors.** The offeror must fully execute the Representations, Certifications, and Other Statements of Offerors in accordance with the instructions contained in Section K.
- (j) **Acknowledgment(s) of receipt of amendments.** The offeror must acknowledge receipt of all amendments to this RFP.

L-6. Proposal Preparation Instructions -- Volume II, Technical and Business Management Proposal

(a) General

- (1) The Technical and Business Management Proposal (hereinafter referred to as the Technical Proposal) consists of certain written information and an oral presentation. This information is intended to present the offeror's understanding, capabilities, and approach in satisfying the requirements of the Statement of Work. 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 merits of the material submitted, no contractual cost information is to be included in the Technical Proposal.
- (3) The format and content of Volume II, Technical Proposal, shall consist of the following components:
 - (i) Part A - Technical summary and paper copy of oral presentation visuals.
 - (ii) Part B - Past performance information, management team resumes, and organization chart.

(b) **Technical Summary.** This written section, limited to three (3) pages, shall contain key points of the technical proposal.

(c) **Oral Presentation Process**

- (1) General. After submission of the proposal, each offeror must make an oral presentation, not to exceed four hours, to the DOE Source Evaluation Board and other Government representatives involved in the evaluation of proposals. The purpose of the oral presentation is to demonstrate the offeror's knowledge of the requirements of the prospective contract and the offeror's capability to meet those requirements. The offeror will address the topics shown below and will not be permitted to address its offer (Volume I). The oral presentation itself and the question and answer session will not constitute a part of the offer, and it is not the Government's intent to incorporate any portion of the oral presentation into any contract resulting from this RFP. The oral presentation will be evaluated in accordance with Section M.
- (2) Question and Answer Session. To avoid interfering with each offeror's allotted time, questions from DOE during the oral presentation will only be asked if needed to provide immediate information that cannot wait until the presentation is concluded, e.g., unfamiliar words or terms or to request that the speaker repeat something that was not heard clearly. A question and answer session after the conclusion of the oral presentation may be conducted to facilitate DOE's understanding of the presentation and may also include questions related to areas such as past performance and input received from references. In addition, during the question and answer session, DOE will present one or more test problem(s) for the offeror to address. Offerors will be presented with a test problem(s) and instructions given as to the amount of time offerors will have to prepare and to respond to the test problem(s). Consistent with Section M, DOE will evaluate the offeror's response to the test problem(s) under the evaluation criterion that relates to the subject of the test problem; e.g., an operational test problem relates to the Laboratory Operations criterion, and a scientific test problem relates to the Management of Science and Technology criterion. In addition, a test problem on cross-cutting issues will be evaluated under more than one criterion. Offerors may utilize visual materials prepared in response to questions and the test problem(s); however, such materials may not be left with DOE and will be removed by the offeror after the closing statement. Such information shall not be used to cure proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal. Such information may be considered in proposal evaluation. Neither the oral presentation nor the question and answer session will constitute "discussions," as defined in

FAR Part 15, nor will they obligate the Government to conduct discussions or solicit or entertain any revisions to the offer.

- (3) Schedule. DOE will schedule the oral presentations based on a drawing of lots and will notify each offeror within five working days after the date for receipt of proposals of the date, time, location, and other instructions related to its oral presentation. Offerors will be given the opportunity to see the room that will be used for the oral presentations in advance of the presentation day. The oral presentations will commence approximately fifteen working days after the date for receipt of the proposals. DOE reserves the right to reschedule an offeror's presentation at its discretion, and DOE will not consider requests from offerors to reschedule presentations, except under extenuating circumstances, e.g., personal sickness or emergency. The schedule for each offeror's oral presentation will be as shown below. DOE will strictly enforce the time limits. Offerors will be given latitude to space the two 15-minute breaks to fit the presentation. However, the two breaks must be reasonably spaced over the total period and must be utilized. If not scheduled during the presentation by the offeror, two 15-minute breaks will be enforced by DOE.

Day 1

7:00 a.m.	Presentation room open to offeror
7:45 a.m. - 8:00 a.m.	DOE/Offeror introductions and instructions
8:00 a.m. - 12:30 p.m.	Offeror's presentation (includes two 15-min. breaks)

Day 2

7:00 a.m.	Presentation room open to offeror
7:45 a.m. - 8:00 a.m.	DOE instructions
8:00 a.m. -	Questions and Answers
-	Break (15 minutes)
-	Offeror's Closing Statement

- (4) Presenters and Attendees. The offeror's oral presentation must be made by the proposed Laboratory Director and, as appropriate, other members of the Key Personnel and management team, whom the offeror will actually employ under the prospective contract. Attendance shall include all of the offeror's key personnel, except the SNS Project Director, and may include a reasonable number of the offeror's management team and corporate officials. If an offeror's Key Personnel includes current employees of the incumbent contractor, those individuals may participate in the oral presentation and question and answer session. DOE considers such

participation to be consistent with guidance given the incumbent contractor. To clearly communicate to DOE representatives the identity of the speakers and attendees, all offeror's representatives shall wear clearly visible name tags indicating name and position.

- (5) Method of Presentation. The offeror may use any means it wishes to make its oral presentation (e.g., overheads, slides, foam board, computer, etc.); except no video presentations will be allowed. Materials utilized shall be suitable for oral and visual presentation. DOE will only provide chairs and tables for use during the oral presentation; any other equipment must be supplied by the offeror. Unnecessarily elaborate presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness.
- (6) Copies of Visual Materials. Paper copies of the offeror's visual materials shall be submitted to the Government as a part of its proposal and are subject to the provisions of the clause in Section L entitled, "Late Submissions, Modifications, and Withdrawals of Proposals." If visual materials such as flip charts, foam board, etc., are to be used, the full size charts or boards do not have to be submitted with the proposal, but paper copies containing the same information as these materials must be included with the proposal. Each page of the visual materials should be numbered appropriately for easy identification and reference. DOE representatives involved in the evaluation of proposals will familiarize themselves with the offeror's visual materials prior to the oral presentation by the offeror. No modifications or substitutions to the visual materials will be accepted after the proposal due date, and the offeror shall submit only those visual materials that are to be presented during the oral presentation.
- (7) Content of Presentation. The offeror shall address in its oral presentation the topics in the order listed in the clause entitled, "Proposal Preparation Instructions–Volume II, Oral Presentation Topics," in Section L. DOE will only evaluate those areas as specified in Section M. With respect to the oral presentation, only those visual materials submitted with the proposal and presented during the allotted time for the oral presentation shall be considered in the evaluation. Additional visual material will not be accepted. While there are no other specific limitations on the presentation, other than the time limitation (e.g., number of viewgraphs, slides, etc.), the use of an excessive amount of presentation material may be detrimental to an offeror's interest.
- (8) Video/Audio Recording of Presentation. The Government will make a video recording of the oral presentations and the question and answer session. Offerors will not be permitted to make audio or video recordings.

However, upon request, a copy of the Government's video recording of an individual offeror's presentation will be made available to that respective offeror after award of the contract.

- (9) Offeror's Closing Statement. After the question and answer session, the offeror will be allowed to make a closing statement, not to exceed 30 minutes, if it desires. This time may be used to summarize key points of the oral presentation from Day 1 or the question and answer session on Day 2. Visual materials to be used during the closing statement must also be submitted by the proposal due date, except as follows. Offerors may utilize visual material prepared prior to the closing statement related to questions and answers, but such materials may not be left with DOE and will be removed by the offeror after the closing statement. The offeror may not address any elements of its offer (Volume I). DOE will not ask any questions during or after the offeror's closing statement.

L-7. Proposal Preparation Instructions -- Volume II, Oral Presentation Topics

The offeror shall address the following topical areas including, but not limited to, how they will accomplish the Statement of Work:

(a) Leadership

(1) Management Team

- (i) The offeror shall address its management team's composition, the teams's role in implementing its approach to integrated line management and operation of ORNL. The offeror shall also address how the management organization will function as a team, utilize diversity to enhance effectiveness, and retain its Key Personnel for a period of at least three years.
- (ii) The offeror will not present, as a part of its oral presentation, a recitation of the information contained in the resumes (see Attachment 1) of the proposed management team. As part of the oral presentation, the offeror should relate the qualifications, knowledge, understanding, capability, experience, and demonstrated performance of the management team to their respective positions, with the exception of the Project Director of the SNS Project. The offeror should also describe how the management team will contribute to the successful performance of the Statement of Work. Describe the offeror's proposed performance objectives to accomplish the leadership performance

expectations defined in the clause in Section H entitled, “Performance Expectations.” During the question and answer session, DOE may ask questions of, or about, the individual members of the Management Team with respect to clarifying the individual’s understanding of, and capability to perform, the Statement of Work.

(2) Organization

Describe the offeror’s proposed organizational structure including the following:

- (i) Why it was chosen; how it contributes to the successful accomplishment of the Statement of Work, including integrated line management; and how it minimizes management overlap.
- (ii) For each element of the organization, indicate functions and responsibilities, disciplines and number of positions, and justification for the size (number of positions) of the organization.
- (iii) Lines of authority and how effective communication is carried out across organizational lines, including internal and external communications; e.g., DOE, other laboratories, teaming partners, subcontractors, and other prime contractors, etc.
- (iv) Describe how the proposed organization will effect change and enhance productivity of ORNL work products and staff.
- (v) Flexibility of the offeror’s management and organization to respond to changing mission requirements.
- (vi) How the offeror’s organizational structure and staffing plan will minimize overhead/indirect type costs.
- (vii) Describe the composition of the leadership of the organization (i.e., use of existing or new staff, etc.). If a multiple company organization is proposed, address how the organization will operate in a “seamless” manner (including with the Project Director for the SNS) and describe in detail the contractual relationship/arrangement among the multiple organizations.

(3) Transition Plan

The offeror shall describe how the responsibility for the work and the employees will be transitioned from the incumbent contractor to the offeror

in an effective and cost efficient manner in accordance with the transition requirements specified in the clause in Section F entitled, “Transition Activities.” The plan will incorporate a master prioritized list and schedule of major activities including, as a minimum, the following:

- (i) Methodology (including commitment) and schedule to be used to attain the management team.
- (ii) The process for assuming control of the Laboratory’s scientific program and major projects.
- (iii) The plan for accepting transition of the incumbent contractor employees.
- (iv) The plan for accepting assignment of the incumbent contractor’s subcontracts, and other agreements and commitments including regulatory permits.
- (v) Explanation of the strategy to assume responsibility for ES&H functions and activities.
- (vi) Plan for continuing high productivity and establishing positive labor-management relations and employee relations at the point of transition.

(b) Management of Science and Technology

Describe the proposed approach to the management of science and technology including proposed performance objectives to accomplish the expectations defined in the clause in Section H entitled, “Performance Expectations.”

(1) Science and Technology Programs

- (i) The offeror will describe its understanding of the capabilities and core competencies of the Laboratory.
 - (A) Describe the offeror’s understanding of today’s national laboratory system.
 - (B) Describe how the offeror will enhance the capabilities of the multi-program Laboratory consistent with DOE’s four major business lines. Describe plans to enhance the matching of capabilities with program sponsor research objectives.

- (C) Describe the offeror's understanding of the Laboratory core competencies, and detail approaches to work initiation and performance in areas such as neutron based science and advanced materials synthesis, processing and characterization.
 - (D) Describe the techniques which will be employed to ascertain, initiate and conduct the highest quality research program(s) avoiding duplication of efforts, and maximizing interdisciplinary research efforts.
 - (E) Describe the offeror's vision of the management of science and technology over the full term of the contract.
- (ii) Explain the offeror's vision for optimization of scientific output.
- (A) The offeror will explain how scientific and technology output will be made available for use in the private sector.
 - (B) Identify relevant opportunities to position the Laboratory as a focal point in the Department's energy mission.
 - (C) Describe approaches for analyzing, optimizing, and integrating the technology portfolio, linking scientific/ engineering capabilities to accomplish DOE's objectives.
 - (D) Identify any new initiatives the offeror may propose to exploit ORNL capabilities and resources in a new research area.
 - (E) Describe how the offeror will facilitate technology maturation processes that result in maximizing technology utilization in appropriate program areas (e.g., facilitation of deployment of technologies in the U.S. and abroad and transfer of technology for licensing/use).
- (iii) Describe the offeror's understanding of the Laboratory's user facilities management and operations.
- (A) Describe how the offeror plans to apply a customer service approach to operating user facilities.
 - (B) Explain how the offeror will ensure existing and proposed user facilities are user friendly, readily available, and meet

customer experimental requirements while ensuring compliance with applicable operational requirements.

- (iv) Describe the offeror's capability to integrate scientific endeavors across core competencies within the Laboratory, with other DOE laboratories, and with other federal and non-federal research institutions. This should include promoting science and technology linkages.
- (v) Describe the offeror's planned approach for maintaining and enhancing existing partnerships and the development of new local, regional, national, and international cooperative and collaborative partnerships (e.g., the National Transportation Research Center and the Joint Institute for Neutron Science between the state of Tennessee, the University of Tennessee, et al). This discussion should include the following:
 - (A) Describe how the offeror proposes to enhance partnership relationships with academic institutions including historically black colleges and universities and other minority educational institutions. Define research projects and capabilities academia may offer as collaboration to enhance fundamental discoveries and intellectual transfer of information. Identify possible relationships with the Experimental Program to Stimulate Competitive Research Program.
 - (B) Describe how the offeror proposes to enhance partnership relationships with industry to transfer technology from the Laboratory. Include suggested metrics (i.e. approaches for analyzing, optimizing and integrating the Laboratory technology portfolio potentially available for the private sector to license with DOE approval). Include discussions on how the offeror will work with small, small disadvantaged, and woman-owned businesses.
 - (C) Describe how the offeror will maintain and improve collaboration with other DOE laboratories. This should include discussions on how research can be conducted among the laboratories concurrently, to enhance quality of scientific endeavors and improve productivity and technology transfer.

(D) Indicate how the offeror proposes to enhance collaboration with other government agency laboratories and research institutions in DOE mission areas.

(vi) Describe how the offeror will maintain and enhance (including training) critical skill mixes and resources, including diversity of scientific and other staff.

(2) Spallation Neutron Source (SNS)

The offeror will address the following:

- (i) Describe the offeror's understanding of the SNS project and how the offeror will ensure continuity and preserve the cost, schedule, and technical baseline. This shall include coordinating and integrating the technical work of the five participating national laboratories to deliver operable systems and components.
- (ii) Describe how the offeror will assure continuity of the SNS project during the contract transition period.
- (iii) Describe the offeror's plans for transition of the SNS from construction to an operational ORNL user facility.
- (iv) Provide the philosophy and approach for interactions with the users, scientists, and stakeholders.

(3) Laboratory Operations

Describe the offeror's approach to deliver integrated line management in the conduct of Laboratory operations including, but not limited to, the following areas:

- (i) Infrastructure
 - (A) Describe how the offeror will manage and maintain the Government-owned buildings, facilities, and equipment at the Laboratory. This includes analysis of aging infrastructure life expectancies and preventative maintenance to extend operational use.
 - (B) Describe an approach within current resource constraints for better utilizing facilities/equipment at the Laboratory to further enhance the science and technology objectives.

(ii) Business Management

- (A) Describe how the offeror will perform cost benefit analyses on work functions to determine those that may be inefficient, and how they will make recommendations for improvement.
- (B) Describe how the offeror will provide or acquire services as described in the clause entitled, “Oak Ridge Operations Services,” in Section H. This includes exhibiting an understanding of the breadth of the scope.
- (C) Explain the offeror’s suggested plan to involve stakeholders and the regional community in determining future utilization of the American Museum of Science and Energy.
- (D) Describe the offeror’s approach and management philosophy to utilize the bargaining units’ experience and expertise.

(iii) Reactor Operations

- (A) Describe how the offeror proposes to operate the reactor. This includes addressing conduct of operations, operator training, and life cycle management approaches.
- (B) Describe how the offeror proposes to support research projects and users of the HFIR facility.
- (C) Describe how the offeror proposes to maintain excellence in reactor operations including self assessment programs or other tools for assessment and promoting ES&H excellence.
- (D) Describe how the offeror proposes to maintain operation of aging infrastructure associated with reactor operations.

(iv) Project Management

Describe how the offeror proposes to plan and manage engineering/construction projects.

(4) Environment, Safety, and Health

Describe the offeror’s approach to deliver Integrated Line Management in conduct of ES&H activities including, but is not limited to, the following:

- (i) Describe the offeror's approach to maintain and improve implementation of the Integrated Safety Management System (ISMS) in place at the Laboratory. The basic principles are: Line management responsibility for safety; clear roles and responsibilities; identification of safety standards and requirements; hazards controls tailored to work being performed; and operations authorizations. This includes explaining how ISMS core safety management functions are applied to the Laboratory. The functions are: Define the scope of work; identify and analyze hazards associated with the work; develop and implement hazard controls; perform work with controls; and provide feedback on adequacy of controls and continuous improvement in defining and planning work.
- (ii) Describe the offeror's core ES&H competencies (e.g. Criticality Safety, Occupational Medicine, Radiation Protection, Industrial Safety, Environmental Compliance, etc.) and how these will provide feedback on the adequacy of controls in planning and executing work. Describe how the offeror will determine appropriate funding levels for the core ES&H functions and what mechanisms will ensure that necessary funding is allocated.
- (iii) Describe the offeror's ES&H philosophy and strategy, and how it will be applied to subcontractors. Include a discussion of the use of assessments and integration with other prime contractors responsible for waste management and environmental restoration of the Laboratory site. Describe how workers are involved in the planning and implementation of ES&H activities.
- (iv) Describe the offeror's understanding of permits and licenses required to operate the Laboratory (NPDES, air permits, etc.) and how they will be maintained.
- (v) Describe how the offeror would accommodate potential external regulation of the Laboratory, e.g., NRC, OSHA.
- (vi) Describe the offeror's understanding of the minimization, characterization, and certification of Laboratory generated waste and other materials.
- (vii) Describe how the offeror might perform waste management functions, if required during the term of the contract.
- (viii) Describe how the offeror will conduct self assessments to find and fix problems.

(c) Corporate Experience

The offeror shall address how its relevant experience will translate to successful management and operation of ORNL. In presenting this information, the offeror should address its relevant experience in at least the following areas:

- (1) Leadership in management and operation of complex research and development activities.
- (2) Execution of work similar to the types of work identified in the Statement of Work including science and technology programs managed and the impact these programs have had in their field.
- (3) Description of any prestigious scientific or technical awards.
- (4) Development of academic, industry and laboratory partnerships.
- (5) Meeting performance requirements and promoting excellence in environmental, safety and health - describe how the importance of ES&H is promoted as part of everyday operations; describe strategies to ensure that ES&H requirements are incorporated into the work, including subcontracts; describe how workers are involved.
- (6) Experience related to operation of large and complex facilities and aging infrastructure.
- (7) Experience related to large construction projects.
- (8) Experience related to operation of a nuclear reactor.
- (9) Management of complex and sensitive human resource issues. Discuss labor relations experience including the number of agreements, type, and number of employees covered by Collective Bargaining Agreements negotiated in the past five years. Include any work stoppages or unfair labor practices charges in the past five years.
- (10) Achievement of customer satisfaction.
- (11) Resolution of unanticipated problems.
- (12) Achievements regarding diversity, including the offeror's workforce and utilization of small, small disadvantaged, and women-owned businesses and historically black colleges and universities (HBCU) and other minority educational institutions.

- (13) Accomplishing contractual requirements relating to cost, schedule, and performance.

L-8. Proposal Preparation Instructions -- Volume II, Written Information

(a) Past Performance Information

- (1) Each offeror will be evaluated on its relevant past performance and must provide information related to its past performance. Offerors shall prepare a written Reference Information Form included as Attachment 2 to Section L, not to exceed 3 pages, for each reference submitted. References shall be provided to DOE for all contracts, subcontracts, or other operations/activities, either currently ongoing or completed, over the last 3 years, in fields related to the Statement of Work, for which the annual cost exceeds \$10 million. This includes any contracts terminated (partially or completely) during this period. Offerors may provide information on problems encountered on the identified contracts and the offeror's corrective actions. Offerors may at their option submit additional references below the \$10 million level. The section of the form, "Brief Description of Services Related to the RFP," is to be used to provide a brief description of the type of work performed. It is not to be used by the offeror to address its experience and accomplishments. The portion of the oral presentation on "Corporate Experience" will be used by DOE to evaluate corporate experience.
- (2) For purposes of past performance information, offerors shall be defined as including parent companies, members in a joint venture, teaming arrangement, limited liability company, or other similar entity and subcontractors that are considered a part of the proposal.
- (3) If the offeror has not performed on contracts for similar services, but has performed in-house research as part of its on-going operation, third party assessments of that operation may be provided for past performance.
- (4) The safety statistics requested on the Reference Information Form are based on standard OSHA definitions or other relevant information and should be based on the full duration that the offeror was responsible for the contract/ subcontract/activity. In case of a joint venture, teaming arrangement, limited liability company, or other similar entity, provide the information requested above for the parent companies.
- (5) The offeror is responsible for obtaining the past performance information from its references. The offeror shall provide the Past Performance

Questionnaire, included as Section L, Attachment 3, to the offeror's references along with a stamped envelope addressed as follows:

U. S. Department of Energy
Oak Ridge Operations Office
Procurement and Contracts Division
Attention: Mary Lou Crow, AD-423
RFP DE-RP05-99OR22725
P. O. Box 2001
Oak Ridge, Tennessee 37831

The Past Performance Questionnaire must be submitted directly from the reference to DOE. The Past Performance Questionnaire may also be submitted by facsimile to 423-241-1647. The offeror shall be responsible for assuring, to the extent possible, that the past performance is returned to DOE. This information should be submitted fourteen (14) calendar days prior to the date for receipt of proposals. Receipt of the questionnaires by DOE is not subject to the provisions of the clause in Section L entitled, "Instructions to Offerors-Competitive Acquisition," related to late proposals.

- (6) Offerors are advised that the Government may contact any or all references in the proposal and third parties (such as other Government contractors, the Environmental Protection Agency, the Department of Labor, etc.) for performance information and that DOE reserves the right to use any such information received as part of its evaluation of the offeror, regardless of the number of questionnaires returned.

(b) Management Team Resumes

- (1) The offeror must provide written resumes for the management team identified below:
 - (i) Laboratory Director,
 - (ii) Other Key Personnel, except the SNS Project Director, and
 - (iii) Other personnel of the offeror's management team that the offeror considers essential to accomplish the Statement of Work. This does not include all of the offeror's supervisory and management personnel.
- (2) Resumes shall address specific information on the qualifications, experience, and demonstrated performance relevant to their proposed position, including individual leadership qualities. Each resume shall follow

the format shown in Attachment 1 to Section L and shall not exceed three pages in length.

- (3) A Management Team Questionnaire shall be completed for each proposed team member by each reference listed in the resume. The questionnaire, shown in Attachment 4 to Section L, shall be provided to the reference by the offeror; and the offeror is responsible for assuring, to the extent possible, that the questionnaire is returned to DOE. The questionnaire shall be sent directly to DOE to the address or fax number specified in paragraph (a)(5) of this section no later than ten (10) calendar days after the date for receipt of proposals. Offerors are advised that DOE may contact any or all references and other third parties. DOE reserves the right to use any information received as part of its evaluation of the management team regardless of the number of questionnaires returned.

L-9. Proposal Preparation Instructions – Volume III, Cost Proposal

(a) Cost Proposal Content

- (1) Financial statements. FAR 9.1, Responsible prospective contractors, requires a contractor to have adequate financial resources to perform the contract, or the ability to obtain them. In order for DOE to determine financial responsibility the offeror shall provide audited/certified financial statements for the three most recent accounting periods. Financial statements shall include, at a minimum, a balance sheet, statement of operations (profit and loss), statement of changes in financial position, and related explanatory notes.
- (2) Other than cost or pricing data. The offeror shall submit other than cost or pricing data adequate for determining cost realism and reasonableness. The cost information may be submitted in the offeror's format; however, it must be accurate, complete, well documented, and clearly indicate what data are existing and verifiable versus judgmental and contingent. Certified cost or pricing data are not required to be submitted with the proposal; however, in accordance with FAR 15.403-3, if necessary, the Contracting Officer may request additional information other than what is provided in the cost proposal, including certified cost and pricing data.

The cost or price information shall consist of two sections:

(i) Key Personnel Cost

For each proposed Key Personnel position, except the SNS Project Director, the offeror shall provide the following cost information:

- (A) Position title
- (B) Base salary for the following periods:
 - February 1, 2000 through March 31, 2000.
 - April 1, 2000 through September 30, 2000.
 - October 1, 2000 through September 30, 2001.
- (B) Fringe benefit cost for each period listed above.
- (C) The total cost to relocate the individual, if any.

(ii) Transition Cost

Transition of the contract work will cover the period February 1, 2000, through March 31, 2000, and shall be consistent with the provisions of the clause entitled, "Transition Activities," in Section F. The cost proposal for this period shall include the following exhibits. The offeror and all members in a joint venture, teaming arrangement, limited liability company, or other similar entity, shall provide these exhibits.

- (A) Exhibit A - Direct Labor. Schedule of labor categories (including Key Personnel), number of full-time equivalents for each category, total number of hours for each category, the base hourly rates (no additives included) for each category, and the total direct labor cost.
- (B) Exhibit B - Fringe Benefits. Schedule of fringe benefits for each labor category and the total fringe benefit cost.
- (C) Exhibit C - Other Cost. Schedule of all other cost for the Transition Period, such as travel and temporary subsistence, corporate/home office general and administrative expense allocations, corporate/home office direct support, relocation cost (other than relocation cost for proposed Key Personnel, which is included under (a)(2)(i)(C) above), subcontractors/consultants (other than those proposed as a participant of the contractor team), and any other cost that may be incurred during this period. It is DOE's intent to provide office space and equipment (telephones, computers, copiers, etc.) for the selected contractor's use during the transition period; therefore, offerors should not include such costs in the cost proposal.

(b) Applied Analytical Techniques

Cost realism analysis is performed on cost-reimbursement contracts to determine the probable cost of performance for each offeror, and will consist of a review of the proposed cost to determine whether the cost is realistic for the work to be performed, reflects a clear understanding of the contract requirements, considers cost efficiencies and effectiveness, and is consistent with and supports the offeror's technical proposal. For example, proposed Key Personnel base salaries and fringe benefits should be commensurate with the individual's expertise, experience, and proposed job responsibilities.

L-10. Time, Date And Place Proposals Are Due

Mailed (U. S. Postal Service) 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 37831-8753
Attention: Mary Lou Crow, AD-423, Room 1019
SOLICITATION NO. DE-RP05-99OR22725

DUE: 4:00 PM Local Prevailing Time July 12, 1999

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

Hand carried or commercial carrier service delivery proposals shall be marked as follows:

FROM: _____

HAND CARRY OR COMMERCIAL CARRIER SERVICE DELIVERY TO:

U. S. Department of Energy
Oak Ridge Operations Office
200 Administration Road
Oak Ridge, Tennessee 37830
Attention: Mary Lou Crow, AD-423, Room 1019

SOLICITATION NO.: DE-RP05-99OR22725

DUE: 4:00 PM Local Prevailing Time

July 12, 1999

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 4:00 PM local prevailing time on July 12, 1999. (CAUTION: See the proposal submission instructions, including the provision describing treatment of late submissions, modifications and withdrawals of proposals.)
- (b) If the offeror elects to forward the offer by means other than the U.S. Mail, he 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 hand carry the package(s) outside of the hours 8:00 AM to 4:00 PM workdays. Delivery to any other location may result in late receipt of the proposal and is strongly discouraged.

L-11. Preproposal Conference

A preproposal conference will be held as indicated below:

Time: 8:30 AM

Date: May 4, 1999

Place: American Museum of Science and Energy
Oak Ridge, Tennessee

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 via fax or e-mail no later than 4:00 PM local prevailing time on April 28, 1999. 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.

L-12. Requirement for Guarantee of Performance (Nov 1998)

The successful proposer is required by other provisions of this solicitation to organize a dedicated corporate entity to carry out the work under the contract to be awarded as a result of this solicitation. The successful proposer will be required, as part of the determination of responsibility of the newly organized, dedicated corporate entity and as a condition of the award of the contract to that entity, to furnish a guarantee of that entity's

performance. That guarantee of performance must be satisfactory in all respects to the Department of Energy.

In order to consider the financial or other resources of the parent corporate entity(ies) or other guarantors, each of those entities must be legally bound, jointly and severally if more than one, to provide the necessary resources to the prospective contractor and to assume all contractual obligations of the prospective contractor.

L-13. 52.215-1 Instructions to Offerors--Competitive Acquisition (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.*
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror;
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L-14. 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a cost reimbursement type contract resulting from this solicitation.

L-15. 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)

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

L-16. 52.227-6 Royalty Information (APR 1984)

- (a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
 - (1) Name and address of licensor.
 - (2) Date of license agreement.
 - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
 - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
 - (5) Percentage or dollar rate of royalty per unit.
 - (6) Unit price of contract item.

- (7) Number of units.
 - (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

L-17. 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 (see Section G for address) with written and dated acknowledgment of receipt.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest lodged with the General Accounting Office shall be furnished to the following address within one day after the filing of the protest with the General Accounting Office:

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

L-18. 952.233-4 Notice of Protest File Availability (Sep 1996)

- (a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request must be in writing and addressed to the Contracting Officer for this procurement.
- (b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents

available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

L-19. 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 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the Contracting Officer prior to filing a protest.

L-20. 970.5204-73 Notice Regarding Options

The contract resulting from this solicitation is expected to include one or more options to extend the term of the contract. Exercise of any option to extend the term of contract will be at the unilateral right of the Department of Energy. The contractor's performance under the basic contract, including any previously exercised options, will be among the significant considerations in the Department's decision to exercise any option.

L-21. 970.5204-88 Limitation on Fee

For the purpose of this solicitation, fee amounts shall not exceed the total available fee allowed by the fee policy at 48 CFR 970.15404-4 or as specifically stated elsewhere in the solicitation. The Government reserves the unilateral right, in the event an offeror's proposal is selected for award, to limit: fixed fee to not exceed an amount established pursuant to 48 CFR 970.15404-4-4; and total available fee to not exceed an amount established pursuant to 48 CFR 970.15404-4-8; or fixed fee or total available fee to an amount as specifically stated elsewhere in the solicitation.

L-22. 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 having annual receipts not exceeding \$20 million. The Standard Industrial Classification (SIC) is 8744.

L-23. Number Of Awards

The Government anticipates that a single contract award for the complete Statement of Work will result from this Solicitation. The offeror must propose to provide all effort described in the solicitation. However, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government's best interest to do so.

L-24. Expenses Related To Proposal Or Bid Submissions

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

L-25. Hazardous Materials Information

The offeror is not required to submit with its offer the information required by paragraph (b) of the Clause in Section I entitled, "Hazardous Material Identification and Material Safety Data." See the clause in Section H entitled, "Hazardous Materials," for the contract requirement for implementation of this provision.

L-26. Amendment of the Solicitation

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 Source Evaluation Board web site address: <http://www.oro.doe.gov/ornlseb>. It will be the responsibility of the offeror to routinely examine the specified web site for any amendments that may be issued on this solicitation prior to submission of offer and other information.

L-27. Disposition Of Proposals Or Bids

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

L-28. Intention to Propose

Within ten (10) calendar days after release of the RFP, offerors are requested to complete Attachment 5, "Intention to Propose Form," and submit it as indicated thereon.

L-29. Availability of Referenced Documents and Other Potentially Useful Documents

The current listing and location of documents available for your information and use in connection with this Request for Proposal can be found at the Internet Address <http://www.oro.doe.gov/ornlseb>. Certain of these documents are located in the Department of Energy Public Reading Room, 230 Warehouse Road, Suite 300, Oak Ridge, Tennessee 37830. The Reading Room will honor requests for duplication of materials at no charge to the requestor. Certain other documents are available through Internet Links provided at the above Internet Address.

L-30. List of Attachments to Section L

- Attachment 1 - Sample Resume Format
- Attachment 2 - Reference Information Form
- Attachment 3 - Past Performance Questionnaire
- Attachment 4 - Management Team Questionnaire
- Attachment 5 - Intention to Propose Form

Attachment 1
Sample Resume Format

Name:

Proposed Position with Offeror:

Duties and Responsibilities in Proposed Position:

Experience:

(Identify employers, position titles, and dates of employment; provide specific information on the experience and demonstrated performance relevant to the proposed position, including individual leadership qualities)

Education:

(Identify institution, degree earned, dates)

Professional Development and Achievements:

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

Publications:

(Include the number of publications in a refereed journal, and specifically identify up to five of the most significant publications by title and journal)

References:

(Minimum of 3; name, title, company/organization, address, phone number)

Commitment Statement:

The following statement should be included on each resume: "If (name of offeror) is awarded the contract, I agree to accept full-time employment in the above-stated position."

Signature of Individual:

Photograph:

(A photograph accompanying the resume is useful with the oral presentations, but it is not required.)

Page Blank

Attachment 2
Reference Information Form

Reference No.: _____ of _____

Name of Offeror: _____

Name of affiliate company contract awarded to if different from offeror:

Client Name: _____

Contract #: _____

Client Point of Contact: _____

Title: _____

Telephone/Fax No.: _____

Address: _____

Start Date: _____ Completion/Termination Date: _____

Provide reason if terminated for cause: _____

Type of Contract: _____ Dollar Amount: _____

Brief Description of Services Related to this RFP:

Regulator Point(s) of Contact (Provide the information below for the principal regulators that were responsible for oversight or compliance):

Name: _____

Agency: _____

Address: _____

Telephone/Fax No.:

Safety Performance Per Year (1996, 1997, 1998)

Workers Compensation Claims Paid (\$/200,000 hr.): _____

Lost Workday Rate (# of days/200,000 hr.): _____

Total Recordable Incidence Rate (#/200,000 hr.): _____

Lost Workday Case Rate (#/200,000 hr.): _____

Fire Loss Rate: _____

Experience Modification Rates (with comparison to regional average for same Standard

Industrial Classification (SIC) Code): _____

Compliance: Describe any significant ES&H compliance issues, along with the basis and the actual or proposed resolution:

Major Subcontractors (name, point of contact, and telephone number):

Past Performance Questionnaire

(1) Science and Technology

- | | | | | | | | |
|---|---|---|---|---|---|----|----|
| A. Did the Contractor effectively deliver technologies as requested by the contract? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| B. Did the Contractor perform fundamentally good research under the contract? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| C. Did the Contractor effectively transfer technology? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| D. Did the Contractor understand your science or technology desired outcome? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| E. Did the Contractor provide exceptional scientific or technical research results for your contract? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| F. Did the Contractor resolve scientific or technical issues or questions as part of the contract? | 0 | 1 | 2 | 3 | 4 | NA | DK |

REMARKS:

Past Performance Questionnaire

(2) Adherence to Cost, Schedule, Performance Baselines

- | | | | | | | | |
|---|---|---|---|---|---|----|----|
| A. Did the Contractor adhere to contract delivery schedules and/or response times? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| B. Did the Contractor meet the proposed cost estimates and stay within budget? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| C. Was the Contractor proactive in all areas in the day-to-day management of this contract which enabled them to meet all required performance baselines? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| D. Did the Contractor provide cost-effective solutions to business and technical problems? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| E. Was the work performed by the Contractor of a consistently high quality? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| F. Did the work performed by the Contractor meet the intent of your contract? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| G. Did the Contractor demonstrate the ability to create teaming/partnering relationships with the subcontractors to achieve project goals? | 0 | 1 | 2 | 3 | 4 | NA | DK |

REMARKS:

Past Performance Questionnaire

(3) Maintenance of Acceptable Environmental, Safety, and Health Performance

- | | | | | | | | |
|--|---|---|---|---|---|----|----|
| A. Did the Contractor establish and maintain an effective ES&H self-assessment and corrective action program? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| B. Did the Contractor demonstrate initiative in resolving ES&H problems without direction or intervention? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| C. Did the Contractor integrate safety into the business (work) of the organization? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| D. Did the Contractor effectively transfer their ES&H contract requirements to subcontractors and hold them accountable? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| E. Was the Contractor's ES&H program successful in preventing workers' injuries and illnesses? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| F. Did the Contractor maintain good relations with regulatory authorities? | 0 | 1 | 2 | 3 | 4 | NA | DK |

REMARKS:

Past Performance Questionnaire

(4) Compliance with Contract Requirements

- | | | | | | | | |
|--|---|---|---|---|---|----|----|
| A. Did the Contractor develop and reach an agreement on a comprehensive management plan? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| B. Did the Contractor achieve business management requirements of the contract? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| C. Did Contractor personnel respond to your direction consistent with the contract terms and conditions? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| D. Did the Contractor provide timely, innovative, and cost-effective solutions to business and technical problems to meet the contract requirements? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| E. Were the Contractor's key personnel proactive in meeting contract requirements? | 0 | 1 | 2 | 3 | 4 | NA | DK |

REMARKS:

Past Performance Questionnaire

(5) Leadership

- | | | | | | | | |
|--|---|---|---|---|---|----|----|
| A. Was the Contractor successful in retaining key personnel? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| B. Did the Contractor provide replacements, when necessary, for key personnel with qualifications comparable to those originally proposed? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| C. Were the Contractor's key personnel effective and reliable working as a team? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| D. Was the Contractor able to recruit and retain qualified personnel? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| E. Was the Contractor's choice of personnel adequate to meet the full spectrum of the contract requirements? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| F. Did the Contractor's technical personnel perform consistently and reliably? | 0 | 1 | 2 | 3 | 4 | NA | DK |

REMARKS:

Past Performance Questionnaire

(6) Achievement of Customer Satisfaction

- | | | | | | | | |
|---|---|---|---|---|---|----|----|
| A. Did the Contractor maintain an effective point(s) of contact to manage and resolve problems? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| B. Was the Contractor effective in assessing the impacts of changes on other associated projects, tasks, and efforts? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| C. Was the Contractor responsive to your needs? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| D. Was the Contractor effective in interfacing with your personnel to resolve problems? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| E. Did the Contractor's home office effectively support your contract? | 0 | 1 | 2 | 3 | 4 | NA | DK |

REMARKS:

Past Performance Questionnaire

(7) Resolution of Unanticipated Problems

- | | | | | | | | |
|---|---|---|---|---|---|----|----|
| A. Did the Contractor commit adequate resources in a timely fashion to meet contract requirements and to successfully solve problems? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| B. Was the Contractor proactive in notifying you of problems? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| C. When entities outside the Contractor (e.g., the public, the Government) recommended solutions to problems, was the Contractor flexible in considering these solutions? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| D. Did the solutions to unanticipated problems consider budget constraints? | 0 | 1 | 2 | 3 | 4 | NA | DK |

REMARKS

Past Performance Questionnaire

(8) Management of Complex and Sensitive Human Resource and Labor Issues/Achievement Regarding Diversity

- | | | | | | | | |
|--|---|---|---|---|---|----|----|
| A. Did the Contractor manage labor relations to minimize disruptions or impact to the work? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| B. Did the Contractor effectively manage contract transition issues, including human relations and labor issues? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| C. Has the Contractor been effective in working with organized labor, regulators and other stakeholders? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| D. Did the Contractor establish an effective small, small disadvantaged, and women-owned small businesses program? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| E. Did the Contractor implement an effective diversity program in support of DOE/Federal Government's diversity programs? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| F. Were the Contractor's key personnel proactive in the community? | 0 | 1 | 2 | 3 | 4 | NA | DK |
| G. Did the Contractor embrace the principles of Environmental Justice by complying with all applicable environmental regulations and by focusing on non-discrimination in its programs that affect human health and the environment? | | | | | | | |

REMARKS

Past Performance Questionnaire

Optional Question

- Would you recommend this Company?

Yes ____ No ____ (If no, please explain in the space provided.)

Attachment 4
Management Team Questionnaire

Name: _____

Proposed Position with Offeror: _____

Represented University/Company/Other: _____

1. Please provide a description of your working relationship with this person. Specifically identify the project, program, or other item worked on; the position held by the person and the duration of the time worked together.

2. What would be your overall performance rating of this person?

___	Exceptional	Comments: _____
___	Above Average	_____
___	Average	_____
___	Marginal	_____
___	Unsatisfactory	_____

3. Was this person responsive to client requests for changes/implementation of new initiatives?

___	Highly responsive	Comments: _____
___	Responsive	_____
___	Marginal	_____
___	Unsatisfactory	_____

4. Describe strengths you observed in this person's performance.

5. Describe any areas of performance where this person could improve.

6. If you had a vacancy similar to the position for which this person is proposed for the Oak Ridge National Laboratory Contract, would you hire this person?

Yes___ No___ Maybe___ Why or Why not?

Your Name and Title:_____

Organization: _____ Phone No.: _____

Page Blank

Attachment 5
Intention to Propose Form

_____ 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):

Authorized Signature: _____

Typed or Printed Name and Title: _____

Date: _____

Note: No other solicitation material should be returned if firms do not intend to submit a proposal.

Mail to: U. S. Department of Energy
Oak Ridge Operations Office
Attention: Mary Lou Crow, AD-423, Room 1019
P. O. Box 2001
Oak Ridge TN 37831

e-mail to: ornlseb@oro.doe.gov

Fax to: 423-241-1647

Page Blank