

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L

**INSTRUCTIONS, CONDITIONS, AND NOTICES
TO OFFERORS OR RESPONDENTS**

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

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SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

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

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

<https://www.acquisition.gov/browse/index/far>
<https://www.acquisition.gov/dears>

THE FOLLOWING PROVISIONS ARE INCORPORATED BY REFERENCE:

FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

FAR 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (NOV 2021)

FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

DEAR 952.219-70 DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000)

DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (AUG 2009)

DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

DEAR 970.5209-1 REQUIREMENT FOR GUARANTEE OF PERFORMANCE (DEC 2000)

DEAR 970.5215-5 LIMITATION ON FEE (DEC 2000)

DEAR 970.5227-7 ROYALTY INFORMATION (DEC 2000)

DEAR 970.5227-9 NOTICE OF RIGHT TO REQUEST PATENT WAIVER (DEC 2000)

(End of provision)

L.2 FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018) DEVIATION (DOE POLICY FLASH 2023-41)

(a) Definitions. As used in this provision—

"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

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

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

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)

- (1) An Offeror is required to be registered in SAM when submitting an offer or quotation, at the time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. A failure to register in SAM or a lapse in SAMs registration may be treated by the Contracting Officer as a correctable matter of responsibility.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly

as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

- (c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:
- (1) Company legal business name.
 - (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (3) Company physical street address, city, state, and Zip Code.
 - (4) Company mailing address, city, state and Zip Code (if separate from physical).
 - (5) Company telephone number.
 - (6) Date the company was started.
 - (7) Number of employees at your location.
 - (8) Chief executive officer/key manager.
 - (9) Line of business (industry).
 - (10) Company headquarters name and address (reporting relationship within your entity).
- (d) Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation. See <https://www.sam.gov> for information on registration.

(End of Clause)

L.3 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost-plus-award-fee performance-based management and operating contract resulting from this solicitation.

L.4 FAR 52.233-2 SERVICE OF PROTEST (SEP 2006) (AS MODIFIED BY DEAR 952.233-2)

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

Kelly M. Gele'
Contracting Officer
U. S. Department of Energy

Strategic Petroleum Reserve Project Management Office
Office of Acquisition and Sales
Mail Stop: CR-46.6
New Orleans, LA 70123
Telephone: (504) 734-4343
E-mail: Kelly.Gele@spr.doe.gov

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

L.5 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

- (a) The use in this solicitation 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 of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

L.6 DEAR 952.204-73 FACILITY CLEARANCE (AUG 2016) DEVIATION (DOE POLICY FLASH 2021-14)

Notices to Offerors and the Contract Requirements of the Successful Offeror (Contractor)

Section 2536 of title 10, United States Code, prohibits the award of a contract under a national security program to an entity controlled by a foreign government if it is necessary for that entity to be given access to information in a proscribed category of information in order to perform the contract unless a waiver is granted by the Secretary of Energy. In addition, a Facility Clearance and foreign ownership, control and influence information are required when the contract or subcontract to be awarded is expected to require employees to have access authorizations.

An offeror who has either a Department of Defense or a Department of Energy Facility Clearance generally need not resubmit the following foreign ownership, control and influence information unless specifically requested to do so. Instead, provide your DOE

Facility Clearance code or your DOD assigned commercial and government entity (CAGE) code. If uncertain, consult the office that issued this solicitation.

(a) *Use of Certificate Pertaining to Foreign Interests, Standard Form 328.* (1) The contract work to be performed by the successful offeror anticipated by this solicitation will require access to classified information or special nuclear material. Such access will require a Facility Clearance for the Contractor's (that is, the successful offeror's) organization and access authorizations (security clearances) for Contractor personnel working with the classified information or special nuclear material. To obtain a Facility Clearance the Contractor must submit the Standard Form 328, Certificate Pertaining to Foreign Interests, and all required supporting documents to form a complete Foreign Ownership, Control or Influence (FOCI) Package. The Contractor must submit the FOCI Package in the format directed by DOE. After the FOCI Package is completed, the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

(2) Information submitted by the offeror in the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence and will be treated by DOE, to the extent permitted by law, as business or financial information submitted in confidence.

(3) Following submission of a Standard Form 328 and prior to contract award, the successful offeror/Contractor shall immediately submit to the Contracting Officer written notification of any changes in the extent and nature of FOCI information it submitted that could affect its answers to the questions in Standard Form 328. Following award of a contract, the Contractor must immediately submit to the cognizant security office written notification of any changes in the extent and nature of FOCI information it submitted that could affect its answers to the questions in Standard Form 328. Notice of changes in FOCI information that are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice must also be reported concurrently to the cognizant security office.

(b) *Definitions.* (1) *Foreign Interest* means any of the following-

- (i) A foreign government, foreign government agency, or representative of a foreign government;
- (ii) Any form of business enterprise or legal entity organized, chartered or incorporated under the laws of any country other than the United States or its possessions and trust territories; and
- (iii) Any person who is not a citizen or national of the United States.

(2) *Foreign Ownership, Control, or Influence* (FOCI) means the situation where the degree of ownership, control, or influence over a Contractor by a foreign interest is

such that a reasonable basis exists for concluding that compromise of classified information or special nuclear material may result.

(c) *Facility Clearance* means an administrative determination that a facility is eligible to access, produce, use or store classified information, or special nuclear material. A Facility Clearance is based upon a determination that satisfactory safeguards and security measures are carried out for the activities being performed at the facility. It is DOE policy that all Contractors or Subcontractors requiring access authorizations be processed for a Facility Clearance at the level appropriate to the activities being performed under the contract. Approval for a Facility Clearance shall be based upon—

(1) A favorable foreign ownership, control, or influence (FOCI) determination based upon the Contractor's response to the ten questions in Standard Form 328 and any required, supporting data provided by the Contractor;

(2) A contract or proposed contract containing the appropriate security clauses;

(3) Approved safeguards and security plans which describe protective measures appropriate to the activities being performed at the facility;

(4) An established Reporting Identification Symbol code for the Nuclear Materials Management and Safeguards Reporting System if access to nuclear materials is involved;

(5) A survey conducted no more than 6 months before the Facility Clearance date, with a composite facility rating of satisfactory, if the facility is to possess classified matter or special nuclear material at its location;

(6) Appointment of a Facility Security Officer, who must possess or be in the process of obtaining an access authorization equivalent to the Facility Clearance; and, if applicable, appointment of a Materials Control and Accountability Representative; and

(7) Access authorizations for key management personnel who will be determined on a case-by-case basis and must possess or be in the process of obtaining access authorizations equivalent to the level of the Facility Clearance.

(d) *Facility Clearance and Employees Requiring Access Authorizations Prior to DOE's Granting Facility Clearance.*

(1) A Facility Clearance is required for this contract, although not necessarily prior to contract award. A favorable FOCI determination for this contract is required prior to contract award. It must be rendered by the responsible cognizant security office. The Contracting Officer may require the offeror to submit additional information as deemed pertinent to this determination.

(i) The DOE must determine that awarding this contract to the offeror will not pose an undue risk to the common defense and security as a result of its access to classified information or special nuclear material in the performance of the

contract. The Contracting Officer may require the offeror to submit such additional information as deemed pertinent to this determination.

(ii) Before contract award, after obtaining a favorable FOCI determination the successful offeror/Contractor may be eligible to obtain a Facility Clearance.

(iii) If the successful offeror/Contractor does not obtain a Facility Clearance before contract award, after contract award the Contractor shall submit the necessary information to obtain a Facility Clearance and to obtain personnel Interim Access Authorizations in accordance with Departmental policies and procedures.

(2) The DOE may grant certain of the Contractor's Key Management Personnel and the Contractor's Facility Security Officer Interim Access Authorization. If granted Interim Access Authorization, the Contractor's Key Management Personnel and the Contractor's Facility Security Officer will have access to classified information or special nuclear material.

(e) A Facility Clearance is required even for contracts that do not require the Contractor's corporate offices to receive, process, reproduce, store, transmit, or handle classified information or special nuclear material, but which require DOE access authorizations for the Contractor's employees to perform work at a DOE location. This type of facility is identified as a non-possessing facility.

(f) Except as otherwise authorized in writing by the Contracting Officer, any resulting contract must require that the Contractor insert provisions similar to the foregoing in all subcontracts and purchase orders. Any Subcontractors (or vendors for purchase orders) requiring access authorizations for access to classified information or special nuclear material shall be directed to provide responses to the questions in Standard Form 328, Certificate Pertaining to Foreign Interests, directly to the prime Contractor or the Contracting Officer for the prime contract.

Notice to Offerors - Contents Review (Please Review Before Submitting)

Prior to submitting the Standard Form 328, required by paragraph (a)(1) of this clause, the offeror should review the FOCI submission to ensure that:

(1) The Standard Form 328 has been signed and dated by an authorized official of the offeror;

(2) If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privately

owned, the audited, consolidated financial information for the most recently closed accounting year has been attached;

(3) A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents;

(4) A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances; and

(5) A summary FOCI data sheet.

Note: A FOCI submission must be attached for each tier parent organization (i.e., ultimate parent and any intervening levels of ownership). If any of these documents are missing, award of the contract cannot be completed.

(End of Provision)

L.7 DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL (OCT 2015) ALTERNATE I AND ALTERNATE II (OCT 2015)

(a) Offeror. The term "offeror," as used in this Section L, refers to the single entity submitting the proposal. The offeror shall be a legal entity separate from its parent organization(s), whose sole purpose is to perform the contract, in accordance with the clause DOE-H-7019, Separate Entity and Corporate Guarantee. The offeror may be a single corporation or a "contractor team arrangement" as defined in FAR 9.601, for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. The offeror may be an existing or newly formed business entity. If the offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)

(b) Availability of the solicitation, amendments, and other documents.

(1) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at: <https://www.fedconnect.net/FedConnect/default.htm>. This electronic medium will constitute the official distribution method for this solicitation and any amendments. Offerors and all other interested parties are responsible to maintain continual surveillance of the website to remain abreast of the latest available information

(offerors and other interested parties are encouraged to utilize the website's "Notifications" feature). No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

(2) The solicitation, amendments, reference documents, and other communications are also available through an online reading room. The website address is https://www.spr.doe.gov/doesec/MO_Recompete.htm.

(c) Submission of proposals.

(1) The offeror must be registered in FedConnect at <https://www.fedconnect.net/FedConnect/default.htm>. The offeror must also be registered in the System for Award Management (SAM) at <https://www.sam.gov/SAM/>.

(2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, Solicitation, Offer and Award, in Section A of this solicitation and other provisions of Section L. Proposals shall only be accepted through FedConnect. It is imperative that the offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than **11AM Central Time, May 1, 2024**. Proposals submitted via hardcopy, email, or the FedConnect Message Center shall not be accepted or considered. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its web site.

(3) Electronic submission of a proposal via FedConnect shall be considered the offeror's official offer and will be considered binding.

(d) Solicitation instructions and proposal information.

(1) Proposals are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an offeror possesses any capability unless set forth in the proposal. This applies even if the offeror has existing contracts with the Federal government, including the Department of Energy.

(2) These instructions are not evaluation factors. Evaluation factors are set out in

Section M, Evaluation Factors for Award, of this solicitation. However, failure to provide the requested information may make an offeror ineligible for award or adversely affect the Government's evaluation of an offeror's proposal. In addition, a proposal may be eliminated from further consideration before the initial rating if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal may be deemed unacceptable if it does not represent a reasonable initial effort to address the essential requirements of the solicitation, or if it clearly demonstrates that the offeror does not understand the requirements of the solicitation.

(e) Proposal volumes and page limitations.

(1) The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:

(i) Volume I, Offer and Other Documents - No page limit.

(ii) Volume II, Management Proposal – Pages limited as specified in sections L.10, L.11 and L.12.

(iii) Volume III, Cost or Price Proposal - No page limit.

(2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth above, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, blank pages, and the cross-reference matrix. Those pages that exceed the limits set forth above will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.

(3) Except as may be provided elsewhere in the solicitation (including paragraph (f)(2) below), Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All cost and pricing information shall be submitted and addressed only in Volume III, Cost or Price Proposal, unless otherwise specified.

(f) Proposal specifications.

(1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.

(2) Cross-reference matrix. The offeror shall provide a cross reference matrix which correlates the proposal by page and paragraph number to the Performance Work Statement, Section L instructions, and Section M evaluation factors. The cross-

reference matrix shall be inserted immediately following the table of contents of the corresponding volume of the offeror's proposal.

- (3) Page size. Digital page size shall be $8\frac{1}{2} \times 11$ inches for text pages, excluding large tables, charts, graphs, diagrams, design drawings, or other schematics. Page size for large tables, charts, graphs, diagrams, design drawings, or other schematics shall not exceed 11 x 17 inches. Tables of contents, lists of figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page.
 - (4) Print type. Paragraph text shall be 12 point or larger, single-spaced, using Times New Roman font type. Paragraph headings and section titles may use Arial or Times New Roman font 12 point or larger. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 9 point or larger using Times New Roman or Arial font. Bold and italics are acceptable, and narrow is not acceptable.
 - (5) Page margins. Page margins for text pages and 11 x 17 shall be a minimum of one inch at the top, bottom, and each side. Tabloid pages (11 x 17's) may only be used for graphics, spreadsheets, and large tables. Paragraphs of text and section headings are not allowed on 11 x 17's. Each 11 x 17 page shall count as one page. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the Offeror; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, Instructions to Offerors-Competitive Acquisition. The page margins may also include page numbers. This is the only information that can be displayed within the margins. Two columns of text per page on portrait pages and 3 columns of text per page on landscape pages are acceptable.
 - (6) Page numbering. All pages shall be sequentially numbered by volume. The only exception is financial statements and annual reports, which shall be segregated within the Volume III submission, thereby not requiring the documents to be sequentially numbered.
 - (7) File format. Files shall be submitted in readable and searchable Microsoft Word, Adobe Acrobat PDF, or Microsoft Excel, as appropriate, in formats compatible with the current version of the software.
 - (8) Classified Information. The offeror shall not provide any classified information in response to this solicitation unless specifically required to do so in other parts of this solicitation.
- (g) Questions.
- (1) Questions regarding this solicitation must be submitted via email (SEB@SPR.DOE.GOV) no later than **4PM Central Time, February 9, 2024**.

Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on the website (https://www.spr.doe.gov/doesec/MO_Recompete.htm) as soon as practicable. The Government will not identify prospective offerors submitting questions. Offerors must check the website periodically to ascertain the status of answers to questions.

- (2) This solicitation is considered complete and adequately describes the Government's requirements. If an offeror believes that there is an error in the solicitation, or an omission, the offeror shall submit a question via email (SEB@SPR.DOE.GOV).

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

(i) Examination of data. By submission of a proposal, the offeror grants to the Contracting Officer, or an authorized representative of the Contracting Officer, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the Contracting Officer prior to award.

(j) Commitment of Public Funds. The Contracting Officer is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.

(k) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: Part I - The Schedule; Part II - Contract Clauses; Part III, Section J - List of Documents, Exhibits and Other Attachments; and Part IV, Section K - Representations, Certifications, and Other Statements of Offerors.

(End of Provision)

L.8 DOE-L-2002 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME I – OFFER AND OTHER DOCUMENTS – ALTERNATE II, ALTERNATE III, ALTERNATE IV, AND ALTERNATE V (NOV 2021)

(a) General. Volume I - Offer and Other Documents, contains the offer to enter into a contract and other documents. The documents requiring signature by offerors shall be contained in Volume I. Visibly identifiable scanned and/or time-stamped digital signatures will be acceptable unless specifically stated otherwise in the RFP. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the offeror is required to fill-in information in a contract

clause, the offeror shall submit only those pages that require input of information or a signature.

(b) Cover letter. The offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.

(c) Standard Form 33, Solicitation, Offer and Award - A signed Standard Form (SF) 33 must be provided in Volume I.

(1) The person signing the SF 33 must have the authority to commit the offeror to the terms and conditions of the resulting contract - Sections A - J. By signing and submitting the SF 33, the offeror commits to accept the resulting contract as contained in the solicitation, unless an exception or deviation to the terms and conditions as stated in the solicitation is explicitly stated by the offeror in accordance with the below subsection.

(2) The offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF 33.

(d) Administrative information. Offerors shall provide the following information:

(1) Solicitation number (reference paragraph (c)(2)(i) of the Section L provision at FAR 52.215-1, Instructions to Offerors - Competitive Acquisition).

(2) Offeror name. Name, address, telephone number, e-mail, CAGE code and Unique Entity Identifier (UEI) of the offeror (reference paragraph (c)(2)(ii) of the Section L provision at FAR 52.215-1, Instructions to Offerors - Competitive Acquisition).

(3) Authorized signatory. Name and title of person authorized to sign the proposal (reference paragraph (c)(2)(v) of the Section L provision at FAR 52.215-1, Instructions to Offerors - Competitive Acquisition).

(4) Negotiators. Name(s), title(s), telephone number and e-mail address of persons authorized to negotiate on the offeror's behalf (reference paragraph (c)(2)(iv) of the Section L provision at FAR 52.215-1, Instructions to Offerors - Competitive Acquisition).

(5) Government agency administration. Government agency(ies) and name of its representative(s) having administrative cognizance over the offeror or parent company within the meaning of FAR subpart 42.3, Contract Administration Office Functions, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.

(e) Subcontractors and other entities.

(1) Name, address, CAGE code and UEI for all proposed, named subcontractors or other entities that will perform any portion of the contract work.

(2) If the offeror is a joint venture, limited liability company, limited liability partnership or other similar entity (multi-member, shared ownership) provide -

(i) Name, address, CAGE code and UEI of the parent or member company(ies) of the offeror - joint venture members, limited liability company members, limited liability partnership members, etc.; and

(ii) Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after any contract award, that describe the business arrangement between the members, including the identity of the one member/partner who has the majority interest in the offeror.

(f) Representations and certifications.

(1) If the offeror has completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8, Annual Representations and Certifications and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the offeror shall submit those changes in accordance with FAR 52.204-8. The offeror shall also complete any additional representations, certifications or other statements required in this solicitation's Section K, Representations, certifications, and other statements of the offeror.

(2) If the offeror has not completed the annual representations and certifications electronically via the System for Award Management, the offeror shall complete and provide all of the representations, certifications, and other statements of the offeror as required in this solicitation's Section K.

(3) If this solicitation is for advisory and assistance services, the offeror shall comply with the organizational conflict of interest requirements of Section K.

(g) Exceptions and deviations.

(1) Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. If an offeror takes exception to or deviates from the terms and conditions of the proposed contract (Sections A-J) or other provisions of the solicitation, each exception and deviation shall be specifically identified and fully explained. Any exceptions or deviations must also

identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall be repeated in the other volumes to which the deviation or exception applies - Volumes II and III. Only exceptions or deviations specifically identified in this section, if accepted by the government, will take precedence over the terms and conditions of the solicitation.

(2) Any exceptions or deviations by the offeror to the terms and conditions stated in the solicitation for the resulting contract may make the offer unacceptable for award without discussions. If an offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award without discussions to another offeror that did not take exception to the terms and conditions of the contract.

(h) Facility clearance verification. The offeror shall submit the Department of Defense Commercial and Government Entity (CAGE) code, or DOE or Nuclear Regulatory Commission facility clearance number for the offeror, subcontractors, and team members who will perform work under a contract resulting from this solicitation. If the offeror, or any of its subcontractors or team members, does not possess such a CAGE code or DOE/NRC facility clearance number, the offeror, subcontractor, and/or team member shall submit the information required by the provision at DEAR 952.204-73, Facility Clearance found elsewhere in this Section L. Further information is available at <https://foci.anl.gov>.

(i) Performance guarantee agreement. The offeror shall provide the Performance Guarantee Agreement in accordance with the clause DOE-H-2016, Performance Guarantee Agreement. See Section L, Attachment No. L-1, Performance Guarantee Agreement, for form and text of the required Performance Guarantee Agreement.

(j) Responsible corporate official. The offeror shall provide the name of the responsible corporate official and other information related to the corporate board of directors in accordance with the clause DOE-H-2017, Responsible Corporate Official and Corporate Board of Directors.

(k) Small business subcontracting plan. The offeror shall provide its Small Business Subcontracting Plan in accordance with the clause at FAR 52.219-9, Small Business Subcontracting Plan, unless, pursuant to FAR 19.702, a small business subcontracting plan is not required. The requirements of a Small Business Subcontracting Plan are found at FAR 19.704. This plan will be incorporated into the contract under the clause DOE-H-2050, Incorporation of Small Business Subcontracting Plan.

(End of Provision)

L.9 DOE-L-2003 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II - MANAGEMENT PROPOSAL - GENERAL (NOV 2016)

(a) The Management Proposal (Volume II) consists of written and oral information to allow offerors to demonstrate their approach and capabilities to perform the prospective contract. The instructions contained in this and other provisions of the solicitation are provided to assist offerors in preparing their proposals and are not evaluation factors, however failure to comply with these instructions may result in a deficient proposal. The Management Proposal will be evaluated in accordance with the evaluation factors stated in Section M, Evaluation Factors for Award.

(b) Offerors shall address, in the Management Proposal, those areas contained in the respective Section L provisions below. Each of these areas corresponds to the evaluation factors contained in Section M of the solicitation.

(c) The Management Proposal shall comply with the requirements contained in the provision at DOE-L-2001, Proposal Preparation Instructions - General and other applicable provisions of the solicitation, including any required format and page limitations. Offerors shall be specific and complete in addressing the information required to be included in the Management Proposal. Offerors shall not simply offer to perform work in accordance with the work statement; rather, offerors shall provide their specific approach and capabilities to perform the required work. Moreover, offerors shall not merely restate the work scope and/or other solicitation requirements in its proposal.

(d) No cost or price information shall be included in the Management Proposal, unless specifically requested in the solicitation.

(End of Provision)

L.10 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II - MANAGEMENT APPROACH

Evaluation Factor 1: Management Approach (*shall not exceed 50 pages total*)

Offerors shall include the following information in the Volume II - Management Proposal, related to the Offeror's proposed Management Approach:

The Offeror shall fully describe its proposed approach to managing and operating activities at the Strategic Petroleum Reserve – including the proposed approach to contract transition. The Offeror shall demonstrate the depth, quality, effectiveness, and completeness of the Offeror's proposed approach to managing the contract, including implementing a contractor assurance system that identifies and corrects deficiencies; developing budgets and establishing cost controls; achieving safe and environmentally responsible performance of work; assuring the operational readiness of the storage

sites/facilities; managing a large workforce; ensuring the integrity, including optimal storage capacity, of the crude oil storage caverns; and identifying specific actions to reduce contract cost.

L.11 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II - KEY PERSONNEL AND ORGANIZATION

Evaluation Factor 2 – Key Personnel and Organization *(The Key Personnel and Organization section shall not exceed 15 pages, exclusive of resumes and letters of commitment. The key personnel resumes are limited to 4 pages for each resume - including references. The letters of commitment are limited to 1 page for each required key personnel position.)*

Offerors shall include the following information in the Volume II - Management Proposal, related to the Offeror's proposed key personnel and organization:

(a) Key personnel.

(1) The Offeror shall propose one individual for all required Key Personnel positions. All Key Personnel will be incorporated into the contract through the clause at [DOE-H-2070](#), Key Personnel. Only one individual may be proposed for each required key personnel position as listed in Attachment L-2 to Section L.

The Key Personnel designated is limited to:

Project Manager
Director, Operations and Maintenance
Director, Engineering
Director, Environment, Safety and Health
Director, Finance/Chief Financial Officer

The Offeror shall confirm the availability of the required key personnel as being full-time assigned to the contract and that their permanent duty station is located within 50 miles of 850 S. Clearview Parkway, New Orleans, LA 70123.

(2) Resume.

The Offeror shall provide written resumes for all proposed required key personnel in the format shown in Attachment L-3 to Section L. The resume shall describe the key person's education, relevant experience, accomplishments, and other information supporting the individual's qualifications and suitability for the proposed position. The resume shall address the following:

(i) Relevant experience in performing work similar in size, scope, and complexity to the work to be performed in their proposed position, leadership and other accomplishments;

(ii) Education, specialized training, certifications, and licenses, including any experience in lieu of education that supports the suitability for the proposed position; and

(iii) Each resume shall include at least three references having direct knowledge of the qualifications of the proposed key person.

By submission of each resume, the key person and Offeror authorize DOE to contact any references, previous employers, or clients to verify the accuracy of information provided in the resume and to further assess each individual's suitability for the proposed position. DOE may contact any or all of the references, previous employers, or clients, and may use any information or sources available to DOE as a part of its evaluation of the key personnel.

(3) Letter of commitment. A letter of commitment shall be submitted for each individual proposed as a required key person. Each required key person shall sign the letter stating that the information contained in the resume, submitted as part of the proposal, is true and correct; and the individual will unconditionally accept employment in the key position identified in the proposal for two (2) years from the date that the Contractor assumes full responsibility for the PWS.

A format for the letter of commitment is contained in Attachment L-4 to Section L. Resumes with letters of commitment are to be submitted in Volume II. This information is excluded from the overall Volume II page limitations; however, it is subject to page limits identified earlier in this section. Failure to submit a signed letter of commitment will adversely affect the Government's evaluation of the proposal.

(4) Oral Presentation Information:

DOE will conduct an Oral Interview session with all proposed required Key Personnel for each Offeror. Attendance is limited to required Key Personnel only. Each proposed required Key Person shall be physically present and actively participate during the Oral Presentation. The information provided by the Offeror during Oral Interviews does not revise the Offeror's written proposal. DOE will evaluate the required key personnel team's oral presentation session as stated in Section M.6.

DOE will provide a sample problem and interview questions on the day of the Oral Presentation. The sample problem will be provided for resolution to the entire required key personnel team. A single interview question will be provided to each of the proposed key personnel. The oral presentation day schedule and activities are outlined below:

KEY PERSONNEL ORAL PRESENTATION SCHEDULE

Time Allocation (approximately)	Activity
10 minutes	Welcome by DOE and Introduction
20 minutes	Offeror Introduction

2 hours	Interviews (One question per Key Person)
2 hours	Group Sample Problem

The Offeror may only use DOE provided notepads, flipcharts, and markers during the Offeror's preparation of its response to the interview questions/sample problem and the Offeror's presentation of its response to DOE to interview questions/sample problem. DOE will retain all notepads and flipcharts.

The Offeror may not bring any electronic equipment into the Oral Presentation. Prohibited items include but are not limited to computers/laptops, cell phones, PDAs, cameras, video or audio recording equipment. In addition, the Offeror may not bring any presentation or reference material including its written proposal.

DOE will videotape each Offeror's presentation. The SEB reserves the right to observe the Offeror's preparation process. A copy of the videotape will be available to the Offeror, upon request, after contract award.

It is not the Government's intent to incorporate any portion of the Oral Presentation into the contract resulting from this solicitation. The Oral Presentation will not constitute discussions as defined in FAR 15.306(d), nor will it obligate the Government to conduct discussions, to solicit offer revisions, or to solicit final proposal revisions. The Oral Presentation shall not be used to cure deficiencies or weaknesses in the written proposal information and shall not in any way revise the written proposal information.

DOE will schedule the Oral Presentations based on random selection and will give each Offeror at least two weeks prior notice of the date, time, location, and other instructions related to its Oral Presentation. DOE reserves the right to conduct the Oral Presentations prior to the above timeline or reschedule an Offeror's Presentation. DOE will not consider a request from an Offeror to reschedule its Oral Presentation except under extenuating circumstances, e.g., personal sickness or emergency. Each Offeror shall participate in an Oral Presentation to DOE as part of its Management Proposal. The Oral Presentation will be provided by the Offeror's proposed Key Personnel.

(b) Organization. The Offeror shall provide a detailed staffing plan, including an organizational chart, that demonstrates its ability to obtain, retain, and maintain the adequate numbers of qualified personnel to safely and effectively perform all elements of the PWS. The Offeror shall include an organizational breakdown structure to accomplish the PWS and the benefits of its use of subcontracting or teaming arrangements (if any), including roles and responsibilities and lines of authority/leadership structure. The Offeror shall also describe its approach to the variability in workload and work surges; and describe their understanding of and approach to interfacing with other site contractors, service providers, and site-wide programs providing integrated safety management and an effective safety culture. The Offeror shall describe its approach for providing corporate governance and oversight and also describe any corporate resources from parent or affiliate organizations, e.g., LLC members or other corporate divisions,

which will be used or are available for use; how these resources will/may be used; and the benefit of such to the performance of the contract.

L.12 DOE-L-2010 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II - PAST PERFORMANCE (OCT 2015) AND ALTERNATE I (OCT 2015)

Evaluation Factor 3: Past Performance *(The Past Performance section shall be limited to submission of the required attachments (L-5, L-6, L-7, L-8 and L-9)).*

Offerors shall include the following information in the Volume II - Management Proposal related to the offeror's past performance:

(a) Offeror past performance. The offeror shall provide information on its record of relevant past performance on work similar in scope, size, and complexity to that described in the Performance Work Statement.

Similar scope, size, and complexity are defined as follows: scope - type of work, size - dollar value and contract duration, and complexity - performance challenges and risk.

(b) Subcontractor and other entity past performance. In addition to the offeror's record of relevant past performance, the offeror shall provide information on the record of relevant past performance for any major subcontractors (defined as subcontractors proposed to perform subcontracts of \$25 million or more over the 5-year base period). The offeror shall provide such information on work similar in scope, size, and complexity to that portion of the work proposed to be performed by the subcontractor or other entity. Other entities may include - members of a limited liability company (LLC), joint venture, or other similar entity or an affiliate of the offeror.

(c) Work to be performed. The record of past performance provided for the offeror, subcontractors, or other entities shall relate to work performed that is similar to the work that is proposed to be performed by that individual entity. Specific cross references shall be made between the applicable sections of the work statement, the work to be performed by each entity, and the relevant past performance of that entity. Each discrete record of past performance must be attributed to a specific entity.

(d) Newly formed entity and predecessor companies. If the offeror, subcontractors, or other performing entities are a newly formed entity with no record of past performance, the offeror shall provide past performance information for the parent organization(s), affiliated companies or the member organizations in a joint venture, LLC, or other similar entity. In addition, the offeror, whether or not the offeror, subcontractor, or other performing entity is a newly formed entity, may provide past performance information for the entity's parent organization(s), member organizations in a JV, LLC, or other similar or affiliated companies, provided the offeror's proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance to demonstrate that the parent, member, or affiliate will have meaningful involvement in contract performance. Meaningful involvement means such

things as the parent, member, or affiliate will provide material supplies, equipment, personnel, or other tangible assets to contract performance; or that the common parent will utilize the expertise, best practices, lessons learned, or similar resources from the affiliate to affect the performance of the offeror. If a common parent company is used to establish the nexus between the offeror and an affiliated company, the offeror must demonstrate how the affiliate and offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company. The offeror may also provide past performance information on predecessor companies resulting from mergers or acquisitions.

(e) Contracts information. The offeror shall provide past performance information on three (3) contracts, either completed or currently being performed for the offeror, and up to three (3) contracts, either completed or currently being performed, for each proposed major subcontractor or other performing entity. If the offeror is a newly formed entity, the offeror shall provide past performance information on three (3) contracts for each parent organization(s), affiliated companies or each member organization if the offeror is a joint venture, LLC, or similar entity. The offeror shall only provide past performance information for contracts that are currently being performed for at least six (6) months prior to the solicitation issuance date and/or for contracts that were completed within the last five (5) years from the date solicitation was issued.

(1) Past performance reference information form. The offeror shall submit its past performance information on the Past Performance Reference Information Form contained in attachment L-5 to Section L. One form shall be provided for each past performance reference (contract).

(2) Contracts may be, but are not limited to, contracts with federal, state, local and foreign governments and/or with commercial customers.

(f) Performance information. The offeror shall identify problems encountered in performance of these contracts and corrective actions taken by the offeror to resolve those problems. In addition, the offeror may describe any recognized accomplishments the offeror has received on the identified contracts. This information should be identified separately and will not be included in the page limitation.

(g) Terminated contracts and cure notices. The offeror shall provide a listing of any contracts of the offeror, subcontractors, or other performing entities that were terminated or had cure notices issued to them, including the reasons therefore, within the last seven (7) years. This listing of contracts is not limited to only those contracts contained in the Past Performance Reference Information Form. Information on these contracts should be provided in Attachment L-9. If there are no terminated contracts or cure notices to report, Attachment L-9 should be submitted with a blank table along with a note indicating that there are no aforementioned actions within the specified timeframe to report.

(h) Past Performance Questionnaire. The offeror shall provide the Past Performance

Questionnaire contained in L-6 to Section L (including the cover letter as specified in L-7 to Section L) and the completed Past Performance Reference Information Form in Attachment L-5 to Section L to each of the contract references. (The Past Performance Reference Information Form is provided to the reference to ensure the reference is completing the Past Performance Questionnaire based on the offeror's performance on the associated contract shown in the Past Performance Information Form). The offeror shall request that clients return the Past Performance Questionnaire directly to DOE by electronic means to the email address identified below no later than **the due date of the proposal**.

(1) DOE contact information.

U.S. Department of Energy – Strategic Petroleum Reserve
E-mail: SEB@SPR.DOE.GOV

(2) A separate Past Performance Questionnaire shall be requested from both the technical and contracting contacts for each contract.

(3) Receipt of the questionnaires by the Government is not subject to the provisions at FAR 52.215-1, Instructions to Offerors - Competitive Acquisition related to late proposals.

(i) Sources of past performance information. The Government may contact any or all of the references provided in the Past Performance Reference Information Form. The Government may also obtain past performance information from sources other than those provided by the offeror. This may include, but not be limited to, commercial and government clients, government records, regulatory agencies, and government databases such as the Government's Contractor Performance Assessment Reporting System.

(j) ESH&Q past performance information. The offeror shall provide past performance information related to the areas of environment, safety, health, and quality (ESH&Q). This information must be provided for the offeror, subcontractors, and other performing entities on certain past performance indicators related to ESH&Q. The ESH&Q indicators shall be provided on the ESH&Q Past Performance Indicators form contained in Attachment L-8 to Section L. This information is to be provided for those contracts contained in the Past Performance Information Form, in Attachment L-5 to Section L.

(End of Provision)

L.13 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III COST/FEE EVALUATION INFORMATION

(a) Complete, as the first page of the cost proposal, a proposal cover sheet that includes the following information:

- (1) Company name, division, address, telephone number, and e-mail address.
 - (2) Name, telephone number, and e-mail address of a primary point of contact and name, title, and signature of an authorized representative.
 - (3) The Government solicitation number.
 - (4) The date of submission.
 - (5) Name, address, and phone number of the Government audit office and contract administrative office, if available.
 - (6) Proposed cost of each of the items listed in Paragraphs (c) through (e).
 - (7) A statement that the cost proposal has been prepared in accordance with applicable FAR and DEAR regulations, the Offeror's established estimating and accounting policies, and the requirements of this solicitation. List or reference each exception, if any, and provide complete rationale.
 - (8) A statement granting the Contracting Officer, or his/her representative, the right to examine the Offeror's books and records, at any time prior to contract award, which formed the basis for the cost proposal.
- (b) Given the nature of DOE's budget-based management and operating contracts, Offerors will not be required to provide, nor will the Government determine, an overall estimated total contract value for evaluation. Offerors shall provide a separately priced cost proposal that consists of the information in Paragraphs L.13(c) through L.13(f) as identified below.
- (c) Total Available Award Fee

The Offeror shall propose a Total Available Award Fee for all fiscal years (including option years) as listed in the charts in Section B.5, Paragraph (c). The Total Available Award Fee proposed shall be entered in Column E of the charts in Section B.5, Paragraph (c) and shall also provide the completed chart in the information in Volume III.

The Offeror's proposed Total Available Award Fee shall not exceed the Maximum Available Fee for each fiscal year (including option years) as specified in Column C of the charts in Section B.5, Paragraph (c).

The Offeror shall calculate and specify the percentage that the proposed Total Available Award Fee in Column E is of the Maximum Available Fee in Column C and enter the percentage in Column D of the charts in Section B.5, Paragraph (c) and provide the completed charts with the information in Volume III.

(d) Transition Cost Proposal

For the contract's 60-day Transition Term (anticipated to be July 1, 2024, through August 31, 2024), the Offeror shall provide a transition cost estimate for proposed transition costs and Basis of Estimate thoroughly documenting the transition cost estimate to perform the transition activities. The Basis of Estimate shall include how the proposed costs by cost element were derived. Offers should be sufficiently detailed to demonstrate their reasonableness. These costs are to be proposed by major cost element in the format provided in Section L, Attachment L-10, "Summary of Key Personnel and Transition Cost Worksheet." Each cost element identified in Subparagraphs (1) through (3) below shall be supported by a separate detailed exhibit or schedule that includes the following cost information, as applicable. A separate fee is not allowable. The transition cost estimate shall be entered into Section B.5(a) and submitted in the information in Volume III. DOE does not anticipate transition costs exceeding \$500,000.

- (1) Labor: Identify proposed transition labor hours and unburdened labor rates by labor category and/or specific individual [including Key Personnel proposed under Section L.18, Paragraph (b)]. Explain the basis for the Offeror's labor hour and labor rate estimates.
- (2) Indirect Costs: Identify the indirect expenses that are allocable to the transition period. Indirect rate applications should be clearly identified showing allocation bases, rates, and results of the application. Identify if the proposed rates are Government-approved rates and, if so, provide evidence of the approval. If the rates are not Government-approved rates, indicate how you have computed and applied the indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates.

NOTE: Home Office costs incurred during the transition period are allowable subject to Corporate Policy and Procedures, and FAR 31. These costs shall be billed as direct costs. It is recognized that some transition-related costs may be incurred after the initial transition period. The costs are also subject to Corporate Policy and Procedures, and FAR 31.

It should be noted that Home Office costs after transition are unallowable unless in accordance with Corporate Policy and Procedures, FAR 31, and approved by the Contracting Officer in accordance with DEAR, DOE Policy, and the H Clause entitled "Home Office Expenses." These costs shall be billed as direct costs. M&O contracts are not to be included in the CAS 403 Allocation of Home Office Costs.

(3) Non-Labor Costs:

Identify proposed non-labor costs (including but not limited to materials, equipment, subcontracts, supplies, travel, and other direct costs) relating to the transition effort. Calculate all allowable travel costs, including destination, number of trips, number of travel days per employee, air fares, car rental, hotel, meals, other, and total travel cost. Reimbursed travel costs shall not exceed those identified in the FAR. Travel expenses will be subject to the FAR limitations unless the company policy is less.

Show the proposed non-labor quantities, unit prices, and extended amounts; and provide the basis of estimate and supporting documentation used to determine the proposed costs/prices.

(e) Key Personnel Cost Proposal

As part of the evaluation of the cost to the Government of doing business with each Offeror, the Government will evaluate the total annual compensation, exclusive of bonuses paid from fee, and associated fringe benefits for the proposed Key Personnel for the contract period of performance (including the option period) after the completion of the transition period. For purposes of this requirement, the term “compensation” is defined by Section 39 of the Office of Federal Procurement Policy (OFPP) Act (41 U.S.C. 435), as amended. This cost should include only costs which are reimbursable.

(1) For each proposed Key Personnel position, provide the following cost information:

- (i) Position Title;
- (ii) Direct Labor on an annual basis;
- (iii) *Fringe benefit costs on an annual basis; and
- (iv) Supporting calculations for fringe benefit costs.

These costs are to be proposed in the format provided in Section L, Attachment L-10, “Summary of Key Personnel and Transition Cost Worksheet.”

(2) Escalation – For proposal preparation purposes, Offerors shall use an escalation factor for key personnel direct labor costs of up to 3.5% for all fiscal year periods.

- (3) For proposal preparation purposes, a full-time equivalent (FTE) is defined as 1,880 hours per year.
- (4) Provide the basis of estimate and supporting documentation used to determine the proposed key personnel direct labor costs.
- *(5) If Offeror proposes to adopt the current fringe benefits package of the incumbent contractor, assume a rate of 54.4%. If the Offeror is proposing a different fringe benefits package, provide the rate with supporting data.

(f) Responsibility Determination and Financial Capability

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

- (1) Financial Statements (audited, if available) and notes to the financial statements for the last three (3) fiscal years;
- (2) The information in Subparagraph (1) above for each member of the Contractor team arrangement if a teaming arrangement is used;
- (3) The last three (3) annual reports for the parent corporation(s) or the organization(s) providing the Performance Guarantee Agreement. In order to consider the financial or other resources of the parent corporation 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 assume all contractual obligations of the prospective Contractor; and
- (4) Any available lines of credit.

Using the above information and other information, the Government will make a FAR Part 9, Contractor Qualifications responsibility determination of the prospective awardee. The Government may request a financial capability review of each Offeror from the Defense Contract Audit Agency as part of the Government's consideration in making the responsibility determination.

L.14 DOE-L-2014 DATE, TIME, AND PLACE OFFERS ARE DUE (OCT 2015)

All Offers required by this solicitation are due at the date, time, and place identified on the Standard Form (SF 33), Solicitation, Offer and Award (See Section A, Block 9).

Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

(End of Provision)

L.15 DOE-L-2015 OFFER ACCEPTANCE PERIOD (OCT 2015)

The offeror's bid/proposal shall be valid for 365 calendar days after the required due date for bids/proposals.

(End of Provision)

L.16 DOE-L-2016 NUMBER OF AWARDS (OCT 2015)

It is anticipated that there will be one (1) award(s) resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if it is in the Government's best interest to do so.

(End of Provision)

L.17 DOE-L-7016 EXPENSES RELATED TO OFFEROR SUBMISSION AND COMMITMENT OF PUBLIC FUNDS (JUL 2018)

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds. Any other commitment, either explicit or implied, is invalid. This solicitation does not commit the Government to pay any costs incurred in the preparation or submission of any proposal or offer or to procure or contract for any services.

(End of Provision)

L.18 DOE-L-2019 SITE VISIT (OCT 2015)

(a) A site visit will be held as indicated below:

TIME: 1PM Central Time

DATE: January 31, 2024

PLACE: Big Hill Storage Facility, 24784 Big Hill Road, Winnie, TX 77665

(b) Any questions resulting from the site visit must be submitted via email to SEB@SPR.DOE.GOV no later than **4PM Central Time, February 9, 2024**. All questions and answers will be provided via the website (https://www.spr.doe.gov/doesec/MO_Recompete.htm).

(c) Attendance at the site visit is not mandatory. The Government will not reimburse any offeror for expenses related to attendance of this site visit. Due to space limitations, only

three (3) representatives per potential offeror will be allowed at the site visit. To facilitate the government's planning; please provide the name, organizational affiliation, phone number, e-mail address and citizenship of each proposed attendee via email (SEB@SPR.DOE.GOV) no later than **4PM Central Time, January 25, 2024**. Instructions will be provided prior to the conference for any additional information that will be required for access to the site or facility and for non-US citizen attendees.

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

(End of Provision)

L.19 DOE-L-7014 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED) (JUL 2018)

This acquisition is unrestricted and contains no set-aside provisions. The North American Industry Classification System (NAICS) Code is 561210.

(End of Provision)

L.20 DOE-L-2022 ALTERNATE BID/PROPOSAL INFORMATION – NONE (OCT 2015)

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

(End of Provision)

L.21 DOE-L-7026 INTENT TO SUBMIT AN OFFER (JUL 2018)

Offerors intending to submit an offer are requested to provide the following and return via email to SEB@SPR.DOE.GOV no later than the close of business 15 business days after the RFP is released. The subject of the email should read “Intent to Submit an Offer”.

Solicitation Number 89243523RCR000002

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

Identify significant teaming partners and/or major subcontractors

Name and Title of person submitting the Intent

Any response does not commit or restrict interested parties in any way regarding their future participation in this process.

(End of Provision)

L.22 DISPOSITION OF OFFERS AND PROPOSAL INFORMATION

Offers and Proposal Information will not be returned (except for timely withdrawals).

(End of Provision)

L.23 DOE-L-7018 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) (JUL 2018)

The statement of work includes certain work activities that may present an OCI. A contract shall not be awarded to any Offeror having an unresolved OCI. (See Section K entitled “DEAR 952.209-8 – Organizational Conflicts Of Interest Disclosure-Advisory and Assistance Services”.)

(End of Provision)

L.24 DOE-L-7019 RESPONSIBLE PROSPECTIVE CONTRACTORS (Jul 2018)

(a) Responsible Offerors (1) meet the requirements of FAR Part 9.1 and DEAR 909; (2) do not have an organizational conflict of interest (OCI) or an OCI that cannot be mitigated or avoided (see Section K entitled “DEAR 952.209-8 – Organizational Conflicts Of Interest Disclosure-Advisory and Assistance Services”); (3) have a favorable foreign ownership, control, or influence (FOCI) determination; (4) have accepted and signed the Performance Guarantee; (5) are in compliance with Executive Order 11246; (6) are registered in the System for Award Management (see Section L); and (7) are in compliance with Section I Clause entitled “FAR 52.222-37 – Employment Reports on Veterans” and Section L entitled “FAR 52.222-38 – Compliance with Veterans’ Employment Reporting Requirements”, as applicable.

(b) The Government may conduct pre-award surveys in accordance with FAR 9.106 and may solicit from available sources, any relevant information concerning the Offeror’s record of past performance. The Government may use this information in making determinations of contractor responsibility.

(End of Provision)

L.25 DOE-L-7021 CONTACTS REGARDING FUTURE EMPLOYMENT (JUL 2018)

Contacts with the Incumbent Contractor employees regarding future employment are permitted; however, such contacts and interviews must take place outside the normal working hours of such employees and at off-site locations. No on-site contacts of any kind with employees of the current Incumbent Contractor are permitted related to this solicitation until contract award. Offerors are reminded, however, that they are prohibited from contacting anyone about procurement sensitive information relating to this solicitation. (Refer to FAR 2.101 and 3.104.)

(End of Provision)

L.26 INSTRUCTIONS FOR SUBMITTING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION

- (a) The offeror (and subcontractors) shall submit FOCI information in accordance with the Contract's Section K Provision entitled "DEAR 952.204-73, Facility Clearance," using the Department of Energy (DOE) Electronic FOCI (eFOCI) submission system located at <https://foci.anl.gov/>.
- (b) New users to the eFOCI system will request initial access to the eFOCI system prior to submitting the FOCI information for this solicitation. Offerors should select "Strategic Petroleum Reserve" as the FOCI Office that will review the FOCI Submission. Offerors are encouraged to electronically transmit FOCI information by the deadline for proposal submission. All required eFOCI documents should be printed, signed and scanned into the e-FOCI system. Specific problems maneuvering through the fields within the eFOCI system can be clarified by contacting the eFOCI help desk at (630) 252-6566 or fociserver@anl.gov.
- (c) The signed SF 328, "Certificate Pertaining to Foreign Interests," executed in accordance with the instructions on the certification section of the SF 328, shall be included in Volume I of the proposal. The SF 328 is required for first time submissions, 5 year updates or any time there are changes to the SF 328.
- (d) Department of Defense (DOD) assigned commercial and government entity (CAGE) code that can verify an active facility clearance/positive FOCI determination existing with DOD is acceptable in lieu of the SF 328.

A DOD Facility Clearance at the level of "Top Secret/TS" is equivalent to a "Q" clearance in DOE; a DOD Facility Clearance at the level of "Secret/(S)" is equivalent to an "L" clearance in DOE.

If the offeror(s) has an active DOD Facility Clearance at the "Secret" level and the DOE solicitation requires a "Q"(S/RD), offeror shall submit FOCI information through the eFOCI system.

- (e) If the company has an active DOE facility clearance and is in compliance with regulations, a resubmission is not required.

L.27 LIST OF ATTACHMENTS TO SECTION L

<u>Attachment</u>	<u>Title</u>
L-1	Performance Guarantee Agreement
L-2	Listing of Key Personnel
L-3	Key Personnel Resume Format
L-4	Letter of Commitment
L-5	Past Performance Reference Information Form
L-6	Past Performance Information Questionnaire
L-7	Past Performance Information Questionnaire Cover Letter
L-8	ESH&Q Past Performance Information Form
L-9	List of Contracts Terminated for Default or Convenience & Cure Notices
L-10	Summary of Key Personnel and Transition Cost Worksheet

SECTION L
ATTACHMENT L-1

PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract [insert Contract number] for the management and operation of the Strategic Petroleum Reserve (the "Contract") dated _____, by and between the Government and _____ (Contractor), the undersigned, (Guarantor), a corporation incorporated in the State of _____ with its principal place of business at _____ hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract, and (b) the full and prompt payment and performance by Contractor of all other obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract, and Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor thereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt, or (iii) the assertion by the Government against Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or

instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to assure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party, or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, by-laws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation, or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on (date)

NAME OF CORPORATION
NAME AND POSITION OF
OFFICIAL EXECUTING
PERFORMANCE
GUARANTEE AGREEMENT
ON BEHALF OF GUARANTOR

ATTESTATION INCLUDING APPLICATION
OF SEAL BY AN OFFICIAL OF
GUARANTOR AUTHORIZED TO AFFIX
CORPORATE SEAL

SECTION L
ATTACHMENT L-2

LISTING OF KEY PERSONNEL

Title	Name
Project Manager	
Director, Operations and Maintenance	
Director, Engineering	
Director, Environment, Safety and Health	
Director, Finance/Chief Financial Officer	

**SECTION L
ATTACHMENT L-3**

KEY PERSONNEL RESUME FORMAT

Name of Key Person:

Name of Offeror:

Proposed Position with Offeror:

Name of Company with whom Key Person will be Employed:

Duties and Responsibilities in Proposed Position:

Education: (Provide degree(s) earned, discipline(s), year(s) degree(s) attained, and institution(s); if degree is incomplete, identify the number of hours earned towards degree.)

Experience: (Starting with current position and working backwards: Identify, name and address of employer, dates of employment, position titles, specified duties and responsibilities, and name, title and phone number of supervisor. Address specific information on the qualifications, experience, and demonstrated performance relevant to the proposed position, including individual leadership and technical expertise qualities.)

Citizenship: (Include any dual citizenship, if applicable.)

Professional Affiliations, Registrations, Certifications and Licenses:

Publications, Awards, Honors and Professional Recognition: (Please list, but do not attach copies.)

Professional Development: Attach a list of all special/job related training.

Three References:

(Name, title, company/organization, address, phone number and e-mail address.)

Letter of Commitment: (A signed letter of commitment should be attached to each resume - use the letter of commitment format specified in Section L, Attachment L-4.)

SECTION L
ATTACHMENT L-4

LETTER OF COMMITMENT

I, _____ (proposed person's name), a proposed Key Person for _____ (name of offeror), hereby certify that all of the information contained in my resume which was submitted as part of the proposal in response to Request for Proposal (RFP) _____ is true and correct. Furthermore, if _____ (name of offeror) is awarded the contract associated with the aforementioned RFP, I hereby agree to accept employment for the proposed position of _____ (insert title of proposed position) and commit to perform in this position for two (2) years from the date that the Contractor assumes full responsibility for the PWS (Clause H.62).

SECTION L
ATTACHMENT L-5
PAST-PERFORMANCE
REFERENCE INFORMATION FORM

1. Name and UEI # of Offeror Submitting Proposal:	2. Name and UEI # of Company for which L-5 Form is being submitted:
3. Complete name of Government agency, commercial firm, or other organization for which work was performed:	
4. Complete address of Customer identified above:	
5. Contract number or other reference and type:	6. Date of contract:
7. Date work commenced:	8. Date work was completed or is scheduled to complete:
9. Contract Type and Contract Value:	10. Final amount invoiced or amount invoiced to date:
11a. Technical point of contact:	11b. Contracting point of contact:
11c. Environmental Regulator point of contact:	12. Major consultants, partners or subcontractors used:
13. Project/Contract Title:	
14. Description of contract work (Describe nature and scope):	
15. Was the reference contract awarded to an affiliated company (see definition of “affiliates” at FAR 2.101)? If yes, see further instructions on the following page.	16. Current Status of Contract (choose one): <input type="checkbox"/> Work Continuing, On Schedule <input type="checkbox"/> Work Continuing, Behind Schedule <input type="checkbox"/> Work Completed, No further Action <input type="checkbox"/> Work Completed, Routine Administrative Action Pending or Underway Pending or Underway <input type="checkbox"/> Work Completed, Litigation Pending or Underway <input type="checkbox"/> Terminated for Convenience <input type="checkbox"/> Terminated for Default <input type="checkbox"/> Other (explain):
Attach additional sheets if necessary (4 additional sheets allowed for a maximum of 5 pages). The Offeror may amend the format for Attachment L-5, Past Performance Reference Information Form however the exact information, font/size (per DOE-L-2001), and page limitations must be followed. The information contained in the Offeror’s L-5 forms shall be consistent with the information contained in other sections of the Volume II proposal.	

Instructions for Completing the Past-Performance Reference Information Worksheet

- Item 1. Insert the complete name and UEI of the Offeror submitting the proposal.
- Item 2. Insert the complete name and UEI of the Company for which L-5 Form is being submitted.
- Item 3. Insert the complete name and address of the customer, including parent organization, if any. Do not use acronyms.
- Item 4. Insert the customer's complete address, including both post office box and street address, if applicable.
- Item 5. Insert any contract number or other contract reference used by the customer and contract type.
- Item 6. Insert the date on which the contract came into existence.
- Item 7. Insert the date on which you started to perform the work.
- Item 8. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion) or is scheduled to be completed, aside from any pending or on-going administrative actions, claims negotiations, or litigation.
- Item 9. Insert the contract type and contract value (separately listing fee if cost-type).
- Item 10. Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.
- Item 11a. Insert the name, title, company/agency, address, telephone number, and e-mail address of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the contract.
- Item 11b. Insert the name, title, company/agency, address, telephone number, and e-mail address of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.
- Item 11c. Insert the name, title, company/agency, address, telephone number, and e-mail address of (a) lead environmental regulator(s) or a State regulatory office director under whose authority environmental regulations would be enforced.
- Item 12. Insert names, addresses and phone numbers of major consultants and partners/subcontractors used.
- Item 13. Insert the title of the project and/or contract.
- Item 14. Describe the nature and scope of the work. Describe the relevance of the work to the current acquisition and discuss performance. The objective is to show how the work that you did or are doing is similar in nature and scope to the work that is to be performed under the contract contemplated by the request for proposals.
- Item 15. If the name and/or UEI are different than the entity identified in #2, explain the relationship (e.g., self, subsidiary, parent, etc.). Offeror shall describe the resources of the parent, member, or affiliated company that will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance. If a common parent company is being used to establish the nexus between the Offeror and an affiliated company, then Offeror must describe how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company. If the Offeror identifies past performance information for predecessor companies that existed prior to any mergers or acquisitions, the Offeror shall demonstrate that such performance reasonably can be predictive of the Offeror's performance.
- Item 16. Check the box which most accurately describes the current contract status.

SECTION L
ATTACHMENT L-6

PAST PERFORMANCE INFORMATION QUESTIONNAIRE (JUL 2010)

Past Performance Information Questionnaire for: <u>[Insert Name of Offeror]</u>	
Respondent: Please fill in the following table:	
1. Complete Name and Title of Responder	
2. Company or Agency Name, Address, Telephone Number, Facsimile Number (w/Area Code), and E-mail Address	
3. Contract Name or Title, Contract Number and Type of Contract	
4. Signature	
4 = Outstanding	Performance was substantially and consistently above contract requirements. Contractor displayed an overall superior understanding of contract requirements and used innovative approaches leading to enhanced performance.
3 = Good	Performance was above minimum contract requirements. Contractor displayed a thorough understanding of contract requirements.
2 = Satisfactory	Performance met minimum contract requirements.
1 = Marginal	Performance was below minimum contract requirements. Contractor displayed a lack of thorough understanding of contract requirements in one or more significant performance areas.
0 = Unsatisfactory	Performance completely failed to meet the minimum contract requirements. Contractor displayed a total lack of understanding of contract requirements.
NA = Not Applicable	
DK = Don't Know	No knowledge available to respond to this question.
For any rating(s) less than 2, please attach an explanatory narrative. We greatly appreciate your time and assistance in completing this questionnaire.	
[Page 1 of 3]	

Past Performance Information Questionnaire for: [Insert Name of Offeror] _____

1. How would you rate the contractor's performance in the following areas: Meeting contract milestones? Submitting deliverables timely? Adherence to contract schedules?	[4] [3] [2] [1] [0] [NA] [DK]
	[4] [3] [2] [1] [0] [NA] [DK]
	[4] [3] [2] [1] [0] [NA] [DK]
2. How would you rate the contractor's ability to perform within the contract ceiling or estimated cost?	[4] [3] [2] [1] [0] [NA] [DK]
3. Did the contractor utilize cost efficiencies in performance of your contract?	[4] [3] [2] [1] [0] [NA] [DK]
4. How would you rate the contractor's cost performance?	[4] [3] [2] [1] [0] [NA] [DK]
5. Did the contractor submit accurate and timely invoices?	[4] [3] [2] [1] [0] [NA] [DK]
6. If proposals were generated for changes, requests for equitable adjustment, or claims, how would you rate the reasonableness of the pricing?	[4] [3] [2] [1] [0] [NA] [DK]
7. How would you rate the contractor's key personnel performance?	[4] [3] [2] [1] [0] [NA] [DK]
8. How would you rate the contractor's ability to recruit and retain strong, well-qualified key personnel?	[4] [3] [2] [1] [0] [NA] [DK]
9. Did the contractor utilize an effective project management system that included planning, budgeting, status tracking, reporting, baseline management, critical path analysis, and work breakdown structure?	[4] [3] [2] [1] [0] [NA] [DK]
10. Has there been a positive or negative trend in contract performance ("0" would be a very negative trend, "4" would be a very positive trend)	[4] [3] [2] [1] [0] [NA] [DK]
11. How would you rate the contractor's ability to create teaming/partnering relationships to achieve project goals?	[4] [3] [2] [1] [0] [NA] [DK]
12. How would you rate the contractor's ability to integrate activities with other contractors on multiple contractor sites?	[4] [3] [2] [1] [0] [NA] [DK]
13. Was the Statement of Work executed effectively by the contractor in a consistently high quality manner?	[4] [3] [2] [1] [0] [NA] [DK]
14. How would you rate the contractor's responsiveness to technical direction?	[4] [3] [2] [1] [0] [NA] [DK]
15. Was the contractor's Environment Safety & Health (ES&H) program in compliance with contract requirements and protective of workers, public, and the environment?	[4] [3] [2] [1] [0] [NA] [DK]

Past Performance Information Questionnaire for: [Insert Name of Offeror]

16. Was the contractor effective in subcontract management and did it meet subcontracting goals?

☐ [4] ☐ [3] ☐ [2] ☐ [1] ☐ [0] ☐ [NA] ☐ [DK]

17. Did the contractor comply with its subcontracting plan goals for small business (SB) concerns?

☐ [4] ☐ [3] ☐ [2] ☐ [1] ☐ [0] ☐ [NA] ☐ [DK]

18. Did the contractor provide an effective and efficient transition from the previous contractor?

☐ [4] ☐ [3] ☐ [2] ☐ [1] ☐ [0] ☐ [NA] ☐ [DK]

19. Did the contractor effectively manage regulatory compliance programs and regulatory interfaces?

☐ [4] ☐ [3] ☐ [2] ☐ [1] ☐ [0] ☐ [NA] ☐ [DK]

20. Did the contractor's corporate office effectively support your contract?

☐ [4] ☐ [3] ☐ [2] ☐ [1] ☐ [0] ☐ [NA] ☐ [DK]

21. Did the contractor develop and implement an effective quality assurance program?

☐ [4] ☐ [3] ☐ [2] ☐ [1] ☐ [0] ☐ [NA] ☐ [DK]

22. Did the contractor effectively implement human resources requirements and manage labor relations?

☐ [4] ☐ [3] ☐ [2] ☐ [1] ☐ [0] ☐ [NA] ☐ [DK]

23. Did the contractor manage effectively including cooperation with the technical representatives, the Contracting Officer, and other stakeholders showing flexibility and responsiveness?

☐ [4] ☐ [3] ☐ [2] ☐ [1] ☐ [0] ☐ [NA] ☐ [DK]

24. Was the contractor effective in working with organized labor, community groups, media, and other stakeholders?

☐ [4] ☐ [3] ☐ [2] ☐ [1] ☐ [0] ☐ [NA] ☐ [DK]

25. Provide an overall assessment of the contractor's performance.

☐ [4] ☐ [3] ☐ [2] ☐ [1] ☐ [0]

26. Would you hire this Company again?

☐ [] Yes ☐ [] No

Please Provide Any Additional Comments Below

SECTION L
ATTACHMENT L-7

PAST PERFORMANCE INFORMATION QUESTIONNAIRE
COVER LETTER

Date: _____

Dear: _____

The Department of Energy is seeking your assistance on a very important procurement.

[insert name of offeror] is participating in a proposal for a DOE contract. [insert name of offeror] has identified you as someone who is familiar with their past performance on similar work. We are asking you to complete the attached Past Performance Information Questionnaire to help DOE evaluate [insert name of offeror]'s past performance.

We greatly appreciate your time and assistance in completing this questionnaire. In accordance with Part 15.506 of the Federal Acquisition Regulation, the names of individuals providing reference information about past performance will not be disclosed.

Please return the completed questionnaire by (_____) to:

US Department of Energy
900 Commerce Road East
New Orleans, LA 70123

ATTN: Kelly Gele, Contracting Officer

Email: SEB@SPR.DOE.GOV

SECTION L
ATTACHMENT L-8

ENVIRONMENT, SAFETY, HEALTH AND QUALITY (ESH&Q)
PAST PERFORMANCE INFORMATION FORM

Each member of Offeror's team shall provide a complete response to the following Environment, Safety, Health and Quality (ESH&Q) Past Performance Information for each of the three contracts for the following five periods: Calendar Year Year-to-Date (YTD), 2023, 2022, 2021, and 2020. If an indicator is not applicable, enter "N/A" and provide an explanation on why the requested information does not apply. If an indicator is zero, enter "0". Where events are referenced under more than one ESH&Q Past Performance Indicator, provide a sequential letter identifier each time the same event is reported below. The term "subcontractor" applies to any level of subcontract employee working under the cognizance of the Offeror team member.

ESH&Q Past Performance Indicator	Events and Explanation					
	YTD	2023	2022	2021	2020	Narrative Reference
Environmental Indicators						
E1. Number and types of federal, state, and local environmental permits managed.						
E2. Number of Environmental Protection Agency or state equivalent agency enforcement actions, amount of fine, penalty, and/or settlement conditions for each, and enforcement authority that took action.						
E3. Number of releases of a hazardous substance or regulated pollutant that exceeded CERCLA reportable quantities specified in 40 CFR Part 302 and 40 CFR Part 355.						
E4. Number of releases above any other federal, state, and local environmental permit requirements not reported under E2 and E3.						
E5. Number of times that you and your subcontractors have achieved ISO 14001 Qualification and Certification (for each instance provide location, summary of contract scope performed, and date of achievement in narrative block).						

ESH&Q Past Performance Indicator	Events and Explanation					
	YTD	2023	2022	2021	2020	Narrative Reference
Safety and Health Indicators						
S1. Number of Occupational Safety and Health Administration (OSHA) or state equivalent agency enforcement actions, date, amount of fine, penalty, and/or settlement conditions for each, and enforcement authority that took action.						
S2. Number of nuclear safety Price Anderson Act Amendments (PAAA) warning letters and/or enforcement actions, amount of fine, penalty, and/or settlement conditions for each.						
S3. Number of other federal agency actions not reported in S1 and S2 that are related to safety and health, date, amount of fine, penalty, and/or settlement conditions for each, and enforcement authority that took action.						
S4. Number of times a Conditional Payment of Fee (under DEAR 970.5215-3) was invoked, date, amount, mitigating factors (if any), and DOE office that took action.						
S5. Case rate for Days Away, Restricted, or Transferred (DART) cases per 200,000 hours worked and identify the total number of hours worked.						
S6. Days rate for Days Away, Restricted, or Transferred (DART) cases per 200,000 hours worked and identify the total number of hours worked.						
S7. Case rate for Total Recordable Case (TRC) per 200,000 hours worked and identify the total number of hours worked.						
S8. Number of workplace fatalities (date of fatality and cause of fatality based on accident investigation results).						
S9. Case rate for Days Away from Work cases per 200,000 hours worked and identify the total number of hours worked.						

ESH&Q Past Performance Indicator	Events and Explanation					
	YTD	2023	2022	2021	2020	Narrative Reference
Safety and Health Indicators (continued)						
S10. Experience Modification Rate (EMR) – workers’ compensation loss experience rate.						
S11. Total number of Workers’ Compensation claims filed by you and your subcontractors’ employees.						
S12. Fire loss rate (dollars per year).						
S13. Average annual worker radiation effective dose rate.						
S14. Number of events reported into the DOE Occurrence Reporting Processing System (ORPS). List the Report No., Reporting Criteria, and Significance Category for each event.						
S15. Number of times you or your subcontractors achieved recognition for safety program performance through the Voluntary Protection Program (OSHA or DOE); (for each instance, provide location, summary of contract scope performed, and date of achievement in narrative block).						

ESH&Q Past Performance Indicator	Events and Explanation					
	YTD	2023	2022	2021	2020	Narrative Reference
Quality Indicators						
Q1. Number of quality awards received from customers; summary of citation, location, and date(s) of award.						
Q2. Number of national and international quality awards ¹ received or as a finalist; summary of citation, location, and date(s) of award/award ceremony.						
Q3. Percentage of quality assurance corrective actions tracked at corporate ² level completed on time. Include summary of corrective action(s), and date(s).						
Q4. Number of nonconformance reporting or other inspection systems resulting in corrective or improvement actions taken. Include summary of corrective action(s) and date(s).						

¹ Examples are the Six Sigma IQ Excellence Awards, and the Malcolm Baldrige National Quality Award.

² If a Contractor Team Arrangement, “corporate” may include business groups and major subsidiaries.

**SECTION L
ATTACHMENT L-9**

LIST OF CONTRACTS TERMINATED FOR DEFAULT OR CONVENIENCE & CURE NOTICES

Client Name	Contract No.	Client Point of Contact	POC Information (address, phone no., email address)	Performance Period	Reason for Termination/Cure Notice

Note: Information shall only be provided for contracts terminated within the preceding 7 years from the date of original solicitation issuance. Additionally, explanatory information may be provided on an additional sheet for each contract terminated, along with a brief description of the work. If the Offeror does not have any contracts/projects to report, a blank form shall be submitted stating such.

**SECTION L
ATTACHMENT L-10**

SUMMARY OF KEY PERSONNEL AND TRANSITION COST WORKSHEET

Key Personnel Cost

	BASE PERIOD							OPTION PERIOD						
Direct Labor Costs	<u>FY24</u> <u>(partial)</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>	<u>FY29</u> <u>(partial)</u>	<u>Total</u>	<u>FY29</u> <u>(partial)</u>	<u>FY30</u>	<u>FY31</u>	<u>FY32</u>	<u>FY33</u>	<u>FY34</u> <u>(partial)</u>	<u>Total</u>
Total Direct Labor														
Fringe Benefits														
Total Compensation (Total Direct Labor + Fringe Benefits)														

**SECTION L
ATTACHMENT L-10**

SUMMARY OF KEY PERSONNEL AND TRANSITION COST WORKSHEET
(Continued)

Transition Cost by Cost Element

Contract Transition Period
7/1/24 – 8/31/24

Direct Labor

***Insert Direct Labor Hours and Categories
(e.g., Accountant, Buyer, etc.)*

Fringe Benefits

Materials

Equipment

Subcontract Costs

Supplies

Travel

Other Direct Costs

Subtotal Offeror Proposed Cost

General and Administrative Costs

Total Proposed Transition Cost