

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

(a) *Definitions.* As used in this provision—

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

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

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

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

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

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

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

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

on the outermost wrapper with the information in Paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

- (2) The first page of the proposal must show—
 - (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals.
 - (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
 - (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
 - 1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

- 2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - 3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
 - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—
- (1) Mark the title page with the following legend:

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

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award.
- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government’s interest.

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

- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.2 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.3 FAR 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—TARGETS (OCT 2000)

- (a) This solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the contract. Credit under that evaluation factor or subfactor is not available to an SDB concern that qualifies for a price evaluation adjustment under the clause at FAR [52.219-23](#), Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, unless the SDB concern specifically waives the price evaluation adjustment.
- (b) In order to receive credit under the source selection factor or subfactor, the offeror must provide, with its offer, targets, expressed as dollars and percentages of total contract value, for SDB participation in any of the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. The targets may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor; however, the targets for subcontractors must be listed separately.

L.4 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

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

L.5 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 Gele
Contracting Officer
U. S. Department of Energy
Strategic Petroleum Reserve Project Management Office
Acquisition and Sales Division
Mail Stop: FE-4451
New Orleans, LA 70123

Telephone: (504) 734-4343
Facsimile: (504) 818-5343
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.6 FAR 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

L.8 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (AUG 2009)

- (a) If a protest of this procurement is filed with the Government Accountability Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103- 355. Such request must be in writing and addressed to the Contracting Officer for this procurement.
- (b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR Part 1004.)

L.9 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

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

L.10 DEAR 970.5209-1 REQUIREMENT FOR GUARANTEE OF PERFORMANCE (DEC 2000)

The successful offeror is required by other provisions of this solicitation to organize a dedicated corporate entity to carry out the work under the contract to be awarded as a result of this solicitation. The successful offeror will be required, as part of the determination of responsibility of the newly organized, dedicated corporate entity and as a condition of the award of the contract to that entity, to furnish a guarantee of that entity's performance. That guarantee of performance must be satisfactory in all respects to the Department of Energy.

L.11 DEAR 970.5215-5 LIMITATION ON FEE (DEC 2000)

- (a) For the purpose of this solicitation, fee amounts shall not exceed the total available fee allowed by the fee policy at 48 CFR 970.1504-1-1, or as specifically stated elsewhere in the solicitation.
- (b) The Government reserves the unilateral right, in the event an offeror's proposal is selected for award, to limit: fixed fee to not exceed an amount established pursuant to 48 CFR 970.1504-1-5; and total available fee to not exceed an amount established pursuant to 48 CFR 970.1504-1-9; or fixed fee or total available fee to an amount as specifically stated elsewhere in the solicitation.

L.12 DEAR 970.5227-7 ROYALTY INFORMATION (DEC 2000)

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

- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents or other basis upon which the royalty may be payable.

L.13 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL

- (a) Offerors are expected to be sufficiently knowledgeable of the missions and administrative procedures of the Strategic Petroleum Reserve to adequately prepare their offers and other proposal information to be submitted under this solicitation. Information relating to operational philosophy, strategic plans, and technical programs is available in various documents, many of which can be accessed on the Internet at <http://sps.spr.energy.gov/seb/>.
- (b) The term “offeror” as used in this Section L refers to the single legal entity submitting the offer. The work performed by the offeror shall be conducted by a legal entity separate from its parent organization(s) that will be totally responsible for all contract activities (see Section H Clauses entitled Separate Corporate Entity and Performance Guarantee(s)). The entity may be a corporation, a limited liability corporation, or other legal entity and may be pre-existing or newly formed for this Contract. The separate corporate entity must be incorporated or otherwise legally established on or before the date of proposal submission.
- (c) As used in this solicitation, the term “team member” is used to generically identify any other entity identified in the offeror’s proposal as being responsible for performance of any of the work required by the contemplated Contract and is a member of a Contractor team arrangement (see FAR 9.601, Contractor Team Arrangements, Definition) formed by the offeror. Team members include parent organization(s) and proposed major subcontractors (defined as subcontractors proposed to perform subcontracts of \$25 million or more over the 5-year base period).
- (d) No classified information shall be included in this solicitation, the offeror’s written information, or the offeror’s oral presentation.
- (e) *Solicitation Questions/Comments.* Questions or comments regarding this solicitation shall be submitted to SEB@sprseb.com. Submission of Solicitation Questions/Comments by other means is not authorized. All questions on the RFP must be submitted no later than 30 days after issuance of solicitation. Questions submitted after this date may not be answered and may not be a basis for amending this Solicitation. Responses, if appropriate, will be posted to the Website.

- (f) Submission of proposals shall be through FedConnect (see L.17). Proposals shall be structured in three separate volumes as follows:
- (1) Volume I – Offer and Other Documents
 - (2) Volume II – Technical and Business Management
 - (3) Volume III – Cost Evaluation Information
 - (4) (i) The Volumes I, II, and III shall comply with the following specifications:
 - (A) Multiple files may be submitted for each Volume; however, each file must clearly identify the Volume number and the sequence to which it relates. Reference(s) to another part or section within the same Volume of the proposal may be appropriate in order to avoid duplication of detailed information.
 - (B) Include the offeror’s point of contact (name and telephone number) that can assist the Contracting Officer with technical questions/problems, if any, associated with the electronic files.
 - (C) Proposals must be clearly and concisely written, indexed (cross-indexed as appropriate) and logically assembled. All pages of each volume shall be appropriately numbered, identified with the name of the offeror, the date, the solicitation number, and a legend in accordance with the Solicitation’s Section L (L.1) Provision entitled “FAR 52.215-1, Instructions to Offerors—Competitive Acquisition,” Paragraph (e), Restriction on Disclosure and Use of Data, as appropriate, on each page. This is the only information that can be displayed within the one-inch top, bottom, and side margins. A font size smaller than that described below can be used for this information.
 - (D) Subcontractor and/or team member submissions of proprietary information may provide a password protected document (file) to the prime offeror and share the password with the Contracting Officer. The subcontractor and/or team member proposal must adhere to the proposal due date/time and other solicitation requirements.
 - (ii) Offers submitted by any other method will not be accepted.

- (g) **Maximum Page Limitations.** There is no page limitation for the Offer and Other Documents (Volume I) or the Cost Evaluation Information (Volume III). The written information submitted for the Technical and Business Management evaluation (Volume II) shall not exceed the following page limitations:
- (1) Management Approach (Paragraph L.15(a)); Organizational Structure (Paragraphs L.15(c)); Relevant Experience excluding Section L Attachment F-1 (Paragraph L.15(e)); and Transition Approach (Paragraph L.15(f)) shall together not exceed 100 pages.
 - (2) Key Personnel resumes (Paragraph L.15(b)) shall not exceed four pages for each resume. Page limitation does not include Letters of Commitment.
 - (3) Past Performance (Paragraph L.15(d)) shall have no page limit.
 - (4) Tables of Contents, Lists of Figures, a List of Acronyms, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page.
- (h) **Page Formatting and Restrictions.** The following page formatting and restrictions shall apply:
- (1) Page size shall be 8.5 x 11 inches, except for charts, tables, diagrams or drawings (see below). All page margins shall be a minimum of one inch at the top, bottom, and each side. Pages shall be numerically numbered sequentially by volume (e.g. Volume I – 1, Volume I –2, Volume I – 3). [For the Volume II Table of Contents and list of Figures/Glossary of Acronyms, the page(s) shall use the following number style: Volume II - i, Volume II - ii, Volume II - iii, etc.] Volumes I, II, and III text shall be prepared using Microsoft (MS) Word 2007 or higher or Adobe Acrobat PDF using a minimum 12 font size and Times New Roman font style. Print type used in graphs, figures, charts, and tables may be smaller than size 12, but must be clearly legible. MS Excel 2007 or higher may be used. Proposals may be mixed media. It is preferred that the cost data in the cost proposal be submitted in Excel.
 - (2) Charts, tables, diagrams, or drawings shall not exceed 11 x 17 inches, if used, and each such page shall be considered two (2) pages for purposes of determining the number of pages. Pages sized at 11 x 17 inches may only be used for large tables, charts, graphs, diagrams, and other schematics, and not for pages of text.
 - (3) Information in Volume II will only be read and evaluated to the limitation of 100 pages. Page counting will begin with the first page and continue up to the page limitation. Pages exceeding the page count will not be read or evaluated. No material may be incorporated by reference (including any information in

Volume I or III) as a means to circumvent the page limitations identified in Section L, L.13(g) or for any other reason.

L.14 PROPOSAL PREPARATION INSTRUCTIONS - COVER LETTER AND VOLUME I, OFFER AND OTHER DOCUMENTS

- (a) Instruction - Cover Letter. The cover letter shall include, but not be limited to, the following:
- (1) The solicitation number.
 - (2) The name, address, telephone numbers, facsimile numbers, and electronic addresses of the Offeror.
 - (3) A statement identifying any exceptions or deviations the Offeror is taking to the terms and conditions specified in the contract (Sections A through K of this solicitation, as amended). However, exceptions and/or deviations are not sought and the Government is under no obligation to enter into discussions. Exceptions or deviations may constitute a deficiency.
 - (4) The names, titles, telephone numbers, facsimile numbers, and electronic addresses of persons authorized to negotiate with the Government on the Offeror's behalf in connection with this solicitation.
 - (5) The name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority.
 - (6) The name, address, telephone number, facsimile number, and electronic address of the individual in the Offeror's organization to be contacted, if necessary, during evaluation of the proposal.
 - (7) The name, address, telephone numbers, facsimile numbers, and electronic addresses of representatives of the Government agency having administrative cognizance over the Offeror or parent company, as applicable (such as contract administration within the meaning of FAR Subpart 42.3, Contract Administration Office Functions, financial auditing, and equal employment opportunity oversight).
- (b) Instruction - Volume I, Offer and Other Documents - Written Proposal Information (No page limitation)

Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the required work. It also includes required representations and certifications, other statements of the Offeror, and any other administrative information. The information included in Volume I will not be rated or point

scored, but will be reviewed to determine responsiveness to the RFP. Failure to include any or all of the required information may result in the proposal being deemed nonresponsive and eliminated from further consideration. Volume I, Offer and Other Documents, shall include the following (in the order listed):

- (1) One fully executed Standard Form (SF) 33 with blocks 12 through 18 completed by the Offeror. (Sections B through J of the model contract shall not be submitted, except for any required fill-in information). Section A of this solicitation contains an SF 33 for the Contract to be awarded under this solicitation.
 - (i) The person signing the SF 33 must have the authority to commit the Offeror to all the terms and conditions of the resulting Contract (See Section L, L.21 Content of Resulting Contract), fully recognizing that the Government intends to make an award without discussions. Whenever the words “Solicitation No. DE-SOL-0003490”, “Request for Proposal No. DE-SOL-0003490” or “RFP No. DE-SOL-0003490” appear in the Contract resulting from this solicitation, they shall be deemed to read “Contract No. TBD” in the signed Contract for the management and operation of the Strategic Petroleum Reserve.
 - (ii) In Block 14 of the SF 33, the Offeror must acknowledge receipt of all amendments to the Solicitation as required by Provision L, L.1 entitled “FAR 52.215-1 Instructions to Offerors-Competitive Acquisition.”
 - (iii) By signing and submitting the SF 33, the Offeror commits to accept the resulting Contract (See Section L, L.21 Content of Resulting Contract) as written and to comply with the other provisions of the solicitation. Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation for inclusion in the resulting Contract may make the offer unacceptable for award without discussions.
- (2) Fully executed Representations, Certifications, and Other Statements of Offerors (Section K) including Foreign Ownership, Control and Influence (FOCI) submission if required by Section K provision entitled, “DEAR 952.204-73, Facility Clearance” and the Organizational Conflicts of Interest Disclosure Statement required by Section K provision entitled “DEAR 952.209-8 entitled, Organizational Conflicts of Interest Disclosure-Advisory and Assistance Services.” The parent organization of each member of a Contractor team arrangement (parent organization), if proposed, must separately complete sign, and submit the Section K Representations, Certifications, and Other Statements of Offerors.
- (3) Small Business Subcontracting Plan. In accordance with Section I Clause entitled FAR 52.219-9, “Small Business Subcontracting Plan,” an acceptable

Small Business Subcontracting Plan is required to be submitted as part of Volume I for the period April 1, 2013 through September 30, 2013.

Section L, Attachment C, "Instructions for Small Business Subcontracting Plan," provides a model Subcontracting Plan outline and instructions for preparing the Subcontracting Plan. This Plan will become a part of the contract as an Attachment to Section J. Annual plans for future fiscal years shall be incorporated into the contract by a separate supplemental agreement contract modification.

The Offeror, in developing its proposed plan, shall establish specific goals for each small business category as follows:

- Small businesses (includes small business, HUBZone small business, small disadvantaged, woman-owned small business, veteran-owned small business, and service-disabled veteran-owned small business);
- Service-disabled veteran-owned small business;
- HUBZone small business;
- Small disadvantaged business; and
- Woman-owned small business.

The Offeror's plan shall address the eleven (11) elements identified in FAR 52.219-9(d). The Offeror shall establish goals that afford small businesses with the maximum practicable opportunity to participate in contract performance consistent with efficient performance.

For information purposes, DOE has established the following Small Business Subcontracting Plan goals for FY13:

- Small Business (SB) 52 percent.
- Small Disadvantaged Business (SDB) 5.0 percent.
- Women-Owned Small Business (WOSB) 5.0 percent.
- HUBZone Small Business 3.0 percent.
- Service-Disabled Veteran-Owned 3.0 percent.

Each Offeror is strongly encouraged to consider this information in establishing goals under its proposed Small Business Subcontracting Plan. DEAR 970.1907-4 Subcontracting Plan Requirements is applicable to the performance of the contract. The Plan shall also contain the terms in DEAR 970.1907-4, including the annual negotiation of the goals when revised funding levels are determined.

- (4) The Offeror shall provide written Small Disadvantaged Business Participation Program Targets in accordance with Section L clause “FAR 52.219-24, Small Disadvantaged Participation Program – Targets,” as part of its Small Business Subcontracting Plan.
- (5) A complete Listing of Key Personnel (See Section L, Attachment B). This listing will become part of the contract as Section J Attachment entitled “Key Personnel.”
- (6) A fully completed and executed Section L Attachment entitled, “Performance Guarantee Agreement” from the ultimate corporate parent(s), which will become part of the resulting contract as a Section J Attachment. If the Offeror is a joint venture, Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship, the parent companies of the Offeror shall all provide guarantees. In order to consider the financial or other resources of the corporate parent(s), the parent(s) must be legally bound to provide the necessary resources to the prospective Offeror and assume all contractual obligations of the prospective Offeror.
- (7) The Offeror shall provide a completed Section H clause entitled, “Responsible Corporate Official and Corporate Board of Directors.” The Offeror shall provide, by name and affiliation, the Responsible Corporate Official. The Offeror shall identify by name and affiliation each member of the Corporate Board of Directors that will have corporate oversight of the management operations of the proposed Offeror organization and Key Personnel. If the Offeror’s proposed organization is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of performing under the resultant contract, the Offeror shall provide the information required by this provision for that formal organizational element established to act in a manner that is functionally equivalent to a Corporate Board of Directors. The Offeror shall provide a completed Section H clause entitled “Recognition of Performing Entity.”
- (8) A description of the role of the Board of Directors (or functionally equivalent entity) in providing corporate oversight, assurances, and resource commitments to ensure that the proposed organizational structure and key personnel effectively manage and accomplish the work contemplated under the contract.
- (9) Equal Opportunity Compliance. The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation.

In accordance with FAR 52.222-24, this information shall include, but not be limited to, the company name, address, phone number, and the point of contact for Equal Employment Opportunity Commission (EEOC). This information shall be provided for the Offeror and all performing entities. This information shall be provided for subcontracts of \$10 million or more over the 5-year base period of the contract.

- (10) Offerors may not take any exceptions or deviations to the RFP. Any exceptions taken must contain sufficient implication and justification to permit evaluation. The benefit, if any, to the Government shall be explained for each exception/deviation taken. The Offeror's attention is directed to Paragraph (c) in Section M.2 related to award without discussions and the taken of exceptions.

L.15 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME II, TECHNICAL AND BUSINESS MANAGEMENT INFORMATION

The Offeror shall provide the following information for the Technical and Business Management evaluation. The presentation medium by which the Offerors will be evaluated is set forth below:

Section	Evaluation Criteria	Presentation Medium
L.15(a)	Management Approach	Written Information
L.15(b)	Key Personnel	Written Information Oral Presentation
L.15(c)	Organizational Structure	Written Information
L.15(d)	Past Performance	Written Information
L.15(e)	Relevant Experience	Written Information
L.15(f)	Transition Approach	Written Information

(a) Management Approach

The Offeror shall describe its proposed approach to managing and operating activities at the Strategic Petroleum Reserve. The Offeror shall demonstrate the depth, quality, effectiveness, and completeness of the Offeror's proposed approach to performing work described in the PWS, 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.

The Offeror shall address the commitment and availability of corporate resources to support efficient and effective contract performance.

In addition, the Offeror shall describe the extent to which small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns are included in the Offeror's proposed approach to accomplish contract requirements, including mentor-protégés under mentor-protégé agreements, both in terms of the overall share of the work and the variety and complexity of the work to be performed.

(b) **Key Personnel**

(1) Key Personnel Written Information:

Key Personnel: The proposed Key Personnel positions shall be:

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

The Offeror shall describe proposed Key Personnel's demonstrated leadership; relevant experience and qualifications in performing work similar in size, scope, and complexity to the PWS; and qualifications (e.g. education, certifications, licenses) as presented in the resumes.

Resumes: The Offeror shall provide written resumes in the format shown in Attachment D in Section L for the proposed Key Personnel. The resumes shall describe demonstrated leadership, experience in performing work similar in size, scope, and complexity to the PWS, and qualification (e.g., education, licenses, certifications). Resumes shall describe how work experience relates to contract scope and the individual's capability to function effectively in the proposed position. Do not provide resumes of non-key personnel. Only one resume may be submitted per key person, and only one person may be proposed for each proposed Key Personnel position. Each resume shall not exceed 4 pages in length not including a letter of commitment as described below. Additional pages will not be evaluated. The proposed Key Personnel will become part of the contract as Section J Appendix entitled Key Personnel.

References: The Offeror shall provide three references for each of the proposed Key Personnel. The DOE has no obligation to contact the references submitted; however, Offerors and Key Personnel are advised that DOE may contact references and previous employers to verify the accuracy of resume information. Information found to be inaccurate may result in a lower rating.

Letter of Commitment: The Offeror shall provide a signed Letter of Commitment in the format shown in Attachment E in Section L from each proposed key person. The Letter of Commitment must reflect the individual's unconditional agreement to accept the position for a minimum of two (2) years from the date that the Contractor assumes full responsibility for the PWS (Clause H.12(c)). Resumes with letters of commitment are to be submitted in Volume II. However, this information is excluded from the Volume II page limitations. Failure to submit resumes and Letters of Commitment in the format shown may result in a lower rating.

(2) Oral Presentation Information:

DOE will conduct an Oral Presentation session with all proposed Key Personnel for each Offeror. Attendance is limited to Key Personnel only. Each proposed Key Person shall be physically present and actively participate during the Oral Presentation. The information provided by the Offeror during Oral Presentations does not revise the Offeror's written proposal.

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 key personnel team. Interview questions 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
2 hours	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 Technical and Business Management Proposal. The Oral Presentation will be provided by the Offeror's proposed Key Personnel.

(c) **Organizational Structure**

The Offeror shall describe its rationale for the proposed organizational structure for providing an effective and efficient structure for the successful accomplishment of the work to be performed under the contract.

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

Organizational Chart: The Offeror shall provide an organizational chart graphically depicting the Offeror's proposed internal organization of its own personnel, including the location of each key personnel. All major functional areas, which the Offeror considers essential for the management and performance of the work, should be reflected in the organizational chart.

Rationale for Organizational Structure: Describe the rationale for the proposed organizational structure in relation to: 1) meeting the requirements of the Performance Work Statement (PWS), 2) any applicable work breakdown structure (WBS), and 3) the Offeror's proposed approach to execute the work. Describe how the proposed organizational structure and approach attains the proper balance between achieving mission and operational effectiveness while promoting organizational efficiencies.

Roles and Responsibilities and Lines of Authority: Describe the roles and responsibilities for the major functional areas of the organization and the lines of authorities between organizational elements. Describe the roles and responsibilities and lines of authority between the Offeror and its major subcontractors and any other performing entities. Describe the roles and responsibilities of each as it relates to performance of the PWS.

Corporate Officials and Board of Directors: The Offeror shall describe its approach to providing corporate oversight, corporate assurances, and resource commitments to ensure that the proposed organizational structure and Key Personnel effectively manage and accomplish the work contemplated under the resulting contract.

Teaming Agreements: The Department has no preference; however, if the Offeror is an LLC, joint venture or other similar entity, describe how the Offeror will assure that its organization will function in relation to its multi-member, shared ownership. Identify the employer of any proposed key personnel or managerial personnel referenced in Section H.7 “Workforce Transition.

Major Subcontractors:

- i. Identify any named major subcontractors and the specific work proposed to be performed by each.
- ii. Describe the rationale for the proposed performance of work by major subcontractors as opposed to the Offeror’s own employees.
- iii. Describe how the major subcontractor’s work will be integrated and controlled within the overall work to be performed.

Features and Benefits: Describe any features and benefits of the Offeror’s proposed organization (including any and all performing entities such as subcontractors, and/or members of a joint venture or LLC).

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

(d) **Past Performance**

For Past Performance information, DOE will use the same Relevant Experience and Past Performance Reference Information Form as shown in Attachment F-1 in Section L submitted by the Offeror in accordance with Paragraph (e) below.

- for the same three contracts, projects, or programs identified for relevant experience for the Offeror.
- for the same two contracts, projects, or programs identified for the major subcontractors relevant experience.

The Offeror shall submit the past performance information for the Offeror and its team members as defined in L.13.

Consistent with FAR subpart 15.305, the Offeror may provide information on problems encountered on the identified contracts, projects, or programs and the Offeror's corrective actions.

Past performance information will be excluded from the page limitations specified for Volume II.

The Offeror shall forward the Past Performance Information Questionnaire as shown in Attachment F-2 in Section L for each contract, project, or program cited in the Attachment F-1 submissions to the appropriate point of contact for that contract, project, or program. The Offeror should use the Past Performance Information Questionnaire Cover Letter in Attachment F-3 in Section L to identify the contract, project, or program for the reference to which the questionnaire is being sent. The point of contact for each contract, project, or program should complete and mail, e-mail, or fax the questionnaire to the Contracting Officer identified in the cover letter, prior to the closing date of the RFP. It is the Offeror's responsibility to ensure the Past Performance Questionnaires in Attachment F-2 in Section L are returned to the Contracting Officer in accordance with Attachment F in Section L.

The contract, project, or program information provided to the point of contact for completion of the questionnaire must be sufficient to enable cross-referencing of the Past Performance Reference Information Forms and the returned questionnaires.

In addition, each member of the Offeror's team shall submit the Environment, Safety, Health and Quality (ESH&Q) Past Performance Information Form as shown in Section L, Attachment G for each of the contracts, projects, or programs identified as an attachment to Volume II of the proposal. This information will be excluded from the page limitation for Volume II.

The DOE will review and consider all past performance information submitted by the Offeror or the Offeror's references, may contact some or all of the references provided by the Offeror, and may solicit past performance information from any other available sources including: the Past Performance Information Retrieval System (PPIRS) containing Contractor Performance Assessment Reporting Systems (CPARS); the Occurrence Reporting and Processing System (ORPS); and the Computerized Accident and Injury Reporting System (CAIRS).

(e) **Relevant Experience**

The Offeror (including each entity as defined in Section L.13) shall describe its relevant experience in performing work similar in size, scope, and complexity to that described in the PWS to manage and operate the SPR. Size, scope and complexity are defined as follows: Size – dollar value, and contract, project, or program duration; scope – type of work (e.g., operation and maintenance of petroleum facilities, managing and operating activities and project support to these activities); and complexity – performance challenges and risk (e.g., environmental protection, regulatory compliance, management of safety hazards). For each of the contracts, projects, or programs, the Offeror shall submit the relevant experience information on the Relevant Experience and Past Performance Information Form as shown in Attachment F-1 in Section L. The Offeror may attach one additional page to the form. The Offeror may expand upon its relevant experience in its Volume II proposal subject to the overall page count limitation.

The Offeror (including each entity as defined in Section L.13) shall provide experience information on three (3) contracts, projects, or programs performed by the Offeror and two (2) contracts, projects, or programs performed by each proposed major subcontractors. The Offeror shall clearly identify the work that is to be performed by the proposed major subcontractors and the role and work that was performed by the proposed major subcontractors under the experience provided. The Offeror shall describe the size, scope, and complexity (as defined above) for the proposed major subcontractors under the contracts, projects, or programs/experience provided.

If the Offeror is a newly formed entity, the Offeror shall provide experience information on three (3) contracts, projects, or programs for the individual entity or entities that comprise the newly formed entity. If the Offeror is a joint venture, LLC, or similar entity, the Offeror shall submit three (3) contracts, projects, or programs for each member that comprise the joint venture, LLC, or similar entity.

The contracts, projects, or programs identified by the Offeror as relevant experience shall have been completed within the last five (5) years or are currently ongoing. In addition, the Offeror shall provide the contract, project, or program number; issuing entity; contract, project, or program cost/price; contract, project, or program type; contract, project, or program name, address, and phone number; and duration of the contract, project, or program. Contracts, projects, or programs may be with Federal, state, and local governments and/or with commercial customers. The experience information shall identify the portion of the work (as both a percentage and the types of work activities) under each of the referenced contracts, projects, or programs performed by the Offeror, major subcontractors, or other entity. For example, if the Offeror was a partner company in an LLC or a subcontractor during the performance of the referenced contract, project, or program, the Offeror shall identify that portion of the work (as both a percentage and the types of work

activities) the Offeror/subcontractor/other entity performed during the referenced contract, project, or program.

(f) **Transition Approach**

The Offeror shall submit its proposed approach to transition activities describing: the process and planned activities for conducting a safe, orderly transition; minimizing impacts on continuity of operations; identifying key issues and resolutions; the approach to overcoming barriers; and planned interactions with DOE, the incumbent SPR Contractor, incumbent employees, and other SPR Contractors. As part of its proposed approach to transition activities, the Offeror shall provide an implementation schedule identifying milestones and measurable commitments. The Offeror should assume for proposal preparation purposes that the transition period will be no more than 60 days from contract award before assuming full authority and responsibility for the management and operation of activities defined in the PWS and as set forth in Clause H entitled "Transition Activities."

L.16 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME III COST 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.16(c) through L.16(e) 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 chart in Section B.2, Paragraph (b)(3). The Total Available Award Fee proposed shall be entered in Column E of the chart in Section B.2, Paragraph (b)(3) 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 chart in Section B.2, Paragraph (b)(3).

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 chart in Section B.2, Paragraph (b)(3) and provide the completed chart with the information in Volume III.

- (d) Transition Cost Proposal

For the contract's 60-day Transition Term (anticipated to be February 1, 2013 through March 31, 2013), 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 and realism. These costs are to be proposed by major cost element in the format provided in Section L, Attachment H, "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.2(a) and submitted in the information in Volume III.

- (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.15, Paragraph (b)]. Explain the basis for the Offeror's labor hour and labor rate estimates.

- (2) Indirect Costs: Identify any indirect expenses proposed to be allocated 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:

NOTE: The cost of relocating Key Personnel, whether incurred during or after the transition period, is to be included here.

Identify proposed non-labor costs (including by not limited to materials, equipment, subcontracts, supplies, travel, relocation, 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. Total costs of relocation, including type of cost (i.e., closing costs on old residence, house-hunting), for the Offeror's personnel to be relocated should be submitted. Submit a copy of the company's policy for reimbursement of relocation costs. Travel and relocation expenses will be subject to the FAR limitations unless the company policy is less.

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

Costs identified as transition-related costs outside the transition period shall be specifically identified and approved by the Contracting Officer. These type costs are costs such as, but not limited to, relocation, home office support, consultants,

etc. All such known or anticipated transition-related costs which may be incurred outside the transition period shall be included in the Transition Cost Proposal. A separate fee is not to be proposed or allowable.

(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 H, “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 2.3% 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.

(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.17 TIME, DATE, AND PLACE OFFERS AND PROPOSAL INFORMATION ARE DUE – ELECTRONIC SUBMISSIONS

Submission of proposals or offers shall only be accepted through FedConnect and must be received no later than 1:00 p.m. Central Daylight time, June 28, 2012. See FAR 15.208 "Submissions, Modifications, and Withdrawals of Proposals," for treatment of the late bids. Offerors must submit their proposal in accordance with the Proposal Preparation Instructions contained herein. Interested parties must register in FedConnect at the following URL: <http://www.fedconnect.net>. Information regarding how to submit offers via FedConnect can be found at http://www.fedconnect.net/Fedconnect/PublicPages/FedConnect_Ready_Set_Go.pdf. Further, it is the responsibility of the offeror, prior to the offer due date and time, to verify successful transmission.

L.18 OFFER ACCEPTANCE PERIOD

The minimum offer acceptance period is 240 calendar days after the required date for receipt of Offers. Block 12 of the Standard Form 33 "Solicitation, Offer, and Award" (Section A) does not apply.

L.19 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED)

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

L.20 NUMBER OF AWARDS

One Contract award will result from this solicitation.

L.21 CONTENT OF RESULTING CONTRACT

Any Contract awarded as a result of this solicitation will contain 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. The Contract awarded will be published in its entirety via the DOE/SPR Website.

L.22 ALTERNATE PROPOSALS

Alternate proposals are not solicited and will not be evaluated.

L.23 FALSE STATEMENTS

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

L.24 EXPENSES RELATED TO OFFER AND OTHER WRITTEN AND ORAL INFORMATION

This solicitation does not commit the Government to pay any costs incurred in the submission of any offer and other written and oral information, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.25 ELECTRONIC MEDIA

- (a) In order to further the Government Policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used. The solicitation and amendments, if any, will be posted through FedConnect. Prospective Offerors are responsible for regularly checking the FedConnect website (Section L.17). This electronic media will constitute the official distribution method for this solicitation. The electronic submission in L.17 constitutes the official offer and proposal.
- (b) Various available reference documents and other communication from DOE/SPR regarding this solicitation will be posted on the DOE/SPR M&O Competition Website at <http://sps.spr.energy.gov/seb/>. Prospective Offerors are encouraged to maintain continual surveillance of the website to remain abreast of the latest available information. Copies of solicitation and amendments, if any, will also be available on this website.

- (c) The DOE/SPR M&O Competition Website will contain various available reference documents and links to other organizational Websites of interest for the offeror's information and use in connection with preparing a proposal under this solicitation. Offerors are cautioned that the information, reference documents and organizational Websites contained in the URL address are not intended to be all-inclusive. Offerors are strongly urged to perform their own additional research using these and other available sources.
- (d) No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

L.26 COMMITMENT OF PUBLIC FUNDS

The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.

L.27 RESPONSIBLE PROSPECTIVE CONTRACTORS

- (a) The general and additional minimum standards for responsible prospective Contractors set forth at 48 CFR 9.1 and 48 CFR 909.1 apply.
- (b) DOE/SPR may conduct preaward surveys in accordance with 48 CFR 9.106 and may solicit from available sources, relevant information concerning the offeror's record of past performance, and use such information in making determinations of prospective offeror responsibility.

L.28 DISPOSITION OF OFFERS AND PROPOSAL INFORMATION

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

L.29 RESTRICTIONS ON OFFEROR CONTACTS WITH EMPLOYEES OF PREDECESSOR CONTRACTOR

Contacts with 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.

L.30 INSTRUCTIONS FOR SUBMITTING FOREIGN OWNERSHIP, CONTROL OR INFLUENCE (FOCI) INFORMATION (FEB 2010)

- (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.31 CENTRAL CONTRACTOR REGISTRATION REQUIREMENTS

The offeror’s attention is directed to the Contract’s Section I Clause entitled “FAR 52.204-7, Central Contractor Registration (CCR).” FAR 52.204-7 states in part:

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

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

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

L.32 OFFEROR INTENTION TO PROPOSE

To enable us to anticipate the number of proposals to be evaluated, submit the name, address, and telephone number of your firm or organization and any subcontractors to Kelly Gele at SEB@sprseb.com. If the proposal is to be submitted by a teaming arrangement, submit the above information for all members of the proposing team.

L.33 SITE TOUR/PREPROPOSAL CONFERENCE

- (a) A tour of the SPR Big Hill facility located in Winnie, Texas will be conducted on May 23, 2012. DOE does not intend to conduct tours at the other storage facilities.

It will be incumbent on each individual to make his/her transportation arrangements.

The tour will be conducted at secure U.S. Government facilities. Strict adherence to government security procedures for visitors will be followed.

The purpose of this tour will be to familiarize prospective offerors with the site facilities.

Oral questions pertaining to the performance work statement or other contractual matters will not be entertained during the tour. A brief question and answer period will be conducted at the conclusion of the tour; questions arising during the tour related to the site will be addressed then. No photographs of the facility may be taken during the tour. No cameras, videotapes, or tape recorders will be allowed on the tour. Other prohibited articles include firearms, alcoholic beverages, explosives, incendiary devices, ammunition, other weapons, and illegal drugs. All hand carried items entering DOE SPR facilities are subject to search.

Additional details concerning the site tour will be on the DOE/SPR website at <http://sps.spr.energy.gov/SEB/>.

- (b) A preproposal conference is planned in New Orleans, Louisiana. Date, time, place, and other relevant information will be provided on the DOE/SPR website at <http://sps.spr.energy.gov/SEB/>.

During this conference, the Government will review the contract requirements, the proposal submission requirements, and the evaluation process.

Attendance at the conference is not mandatory. The Government will not reimburse any offeror for expenses related to attendance of this conference. Registration will be required prior to the date/time set for the conference. Due to space limitations, only three (3) representatives per potential offeror will be allowed at the conference.

L.34 PROTESTS TO THE DEPARTMENT OF ENERGY

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

L.35 DEAR 970.5227-9 NOTICE OF RIGHT TO REQUEST PATENT WAIVER (DEC 2000)

Offerors have the right to request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of the contract, in advance of or within 30 days after the effective date of contracting. If such advance waiver is not requested or the request is denied, the Contractor has a continuing right under the contract to request a waiver of the rights of the Government in identified inventions, i.e., individual inventions conceived or first actually reduced to practice in performance of the contract. Contractors that are domestic small businesses and domestic nonprofit organizations may not need a waiver and will have included in their contracts a patent clause reflecting their right to elect title to subject inventions pursuant to the Bayh-Dole Act (35 U.S.C. 200 et seq.).

L.36 LIST OF ATTACHMENTS TO SECTION L

<u>Attachment</u>	<u>Title</u>
A	Performance Guarantee Agreement
B	Listing of Key Personnel
C	Instructions for Small Business Subcontracting Plan
D	Key Personnel Resume Format
E	Letter of Commitment
F-1	Relevant Experience and Past Performance Reference Information Form
F-2	Past Performance Information Questionnaire
F-3	Past Performance Cover Letter
G	ESH&Q Past Performance Information Form
H	Summary of Key Personnel and Transition Cost Worksheet

SECTION L
ATTACHMENT A

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 B

LISTING OF KEY PERSONNEL

TITLE

NAME

[Note: Add/Subtract extra lines if needed]

SECTION L
ATTACHMENT C

INSTRUCTIONS FOR SMALL BUSINESS SUBCONTRACTING PLAN

FAR 19.708(b) prescribes the use of the Contract's Section I Clause entitled "FAR 52.219-9, Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may cause a delay in plan review and approval. The use of this model is not intended to waive other requirements that may be applicable under the Contract's Section I Clause entitled "FAR 52.219-9, Small Business Subcontracting Plan." "Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the Contract or subcontract.

MODEL SUBCONTRACTING PLAN OUTLINE

Contractor:

Address:

Solicitation Number: DE-SOL-0003490

Item/Service: Management and Operation of the SPR and associated activities

Amount of Contract for Fiscal Year 2013: Estimated \$

Period of Contract Performance:

Type of Plan (Check One)

Individual Plan (All elements developed specifically for this Contract and applicable for the full term of this Contract.)

_____ Master Plan (Goals developed for this Contract; all other elements standard; must be renewed every three years.) (See FAR 52.219-9(f)(1)-(3)).

_____ Commercial Plan (Contractor sells large quantities of off-the-shelf commercial items to many Government agencies. Plans/goals are negotiated by a lead agency on a company-wide basis rather than for individual Contracts. Plan effective only during the year for which it is approved. The Contractor must provide a copy of the lead agency approval). (See FAR 19.704(d) and 52.219-9(g)).

I. Goals

The Contractor shall submit its proposed subcontracting goals 60 days prior to the beginning of each fiscal year during the term of this Contract, or by such other date as authorized in writing by the Contracting Officer. This submittal shall include goals for Small Business concern (SB), Veteran-owned Small Business concern (VOSB), Service-disabled Veteran-owned Small Business concern (SDVOSB), HUBZone Small Business concern (HubSB), Small Disadvantaged Business concern (SDB), and Women-owned Small Business concern (WOSB), collectively referred to as “small business concerns”. The goals will be negotiated once each fiscal year and will be set forth by letter as agreed to by the Contractor and Contracting Officer.

The proposed goals shall be based upon the estimated budget and commercial purchases, including those for Large Business concerns (LB), which will be derived from the current fiscal year budget. Goals may be changed within the first six months of each fiscal year by agreement between the Contracting Officer and the Contractor if there is a cancellation or an addition of program or project funding. Goals for the utilization of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB subcontractors shall be submitted as follows unless otherwise required by the Contracting Officer.

The goals shall be expressed in both dollars and percentages for LB, SB, VOSB, SDVOSB, HubSB, SDB, and WOSB.

A. The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the Contract period Year One.

1. The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this Contract is \$ _____ (100%)

a. LB Concerns. Total estimated dollar value and percent of planned subcontracting with large businesses (all business concerns classified as “other than small”) (% of 1. above):

\$ _____ and _____%.

- b. SB Concerns. Total estimated dollar value and percent of planned subcontracting with small businesses (include SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns) (% of 1. above): \$ _____ and _____ %
- c. VOSB Concerns. Total estimated dollar value and percent of planned subcontracting with veteran-owned small businesses (% of 1. above): \$ _____ and ____%. This amount is included in the amount shown under A.1.b, above, as a subset.
- d. SDVOSB Concerns. Total estimated dollar value and percent of planned subcontracting with service-disabled veteran-owned small businesses (% of 1. above): \$ _____ and _____ %. This amount is included in the amount shown under A.1.b, above, as a subset.
- e. HubSB Concerns. Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses (% of 1. above): \$ _____ and _____ %. This amount is included in the amount shown under A.1.b, above, as a subset.
- f. SDB Concerns. Total estimated dollar value and percent of planned subcontracting with small disadvantaged businesses (% of 1. above): \$ _____ and _____ %. This amount is included in the amount shown under A.1.b, above, as a subset.
- g. WOSB Concerns. Total estimated dollar value and percent of planned subcontracting with small women-owned businesses (% of 1. above): \$ _____ and _____ %. This amount is included in the amount shown under A.1.b, above, as a subset.

B. A description of all the types of products and/or services that will be acquired under this Contract is necessary to determine how the subcontracted dollars are to be spent.

- 1. The following principal products and/or services will be subcontracted under this Contract, and the types of businesses supplying them are as follows:

<u>Subcontracted Product/Service</u>	<u>Business Size (Other, SB, VOSB SDVOSB, SDB, HubSB, SDB, WOSB)</u>	<u>Subcontract % Description or Dollar Amount</u>

(Attachment may be used if additional space is required.)

2. Include a description of the method used to develop the subcontracting goals for SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns; i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals; how the areas to be subcontracted to SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns were determined; and how the capabilities of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB were determined. Include any source lists used in the determination process.
3. Indirect cost have ___ have not ___ been included in the dollar and percentage subcontracting goals stated above. (Check one)
4. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns.

II. PROGRAM ADMINISTRATOR

The subcontracting plan is to be administered by the Contractor to assure that the provisions of applicable law and the plan are implemented and performed. Any change in the name of the program administrator will be communicated without delay to the Contracting Officer by letter and will not require an immediate Contract modification. Such change(s), if any, will be included in the next applicable supplemental agreement Contract modification. The name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the Contractor's subcontracting program.

Name: _____
Title: _____
Address: _____
Telephone #: _____
Facsimile #: _____
E-Mail: _____

Duties: Has general overall responsibility for the Contractor's subcontracting program, i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. The actual duties of how the administrator will carry out the requirements of this individual plan should be stated here.

These duties may include, but are not limited to, the following activities:

- Developing and maintaining bidders' lists of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns from as many sources as possible.
- Ensuring that procurement packages are structured to permit participation of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns to the maximum extent possible.
- Ensuring inclusion of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns whose capabilities coincide with solicitations requiring their products or services.
- Reviewing solicitations to identify and remove any statements, clauses, etc., which may restrict or prohibit participation of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns.
- Ensuring that proper documentation provided by bid proposal board if selection not made to SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concern that provided low bid.
- Ensure establishment and maintenance of records of solicitations and subcontract award activity.
- Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- Monitoring achievement of proposed goals.
- Preparing and submitting semi-annual and annual subcontract reports.
- Coordinating contractor's activities prior to and during conduct of Federal agency compliance reviews.
- Other duties include: _____

III. EQUITABLE OPPORTUNITIES AND OUTREACH EFFORTS

Describe efforts the offeror will make to ensure that SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns will have an equitable opportunity to compete for and secure subcontracts. These efforts may include, but are not limited to, the following activities:

- A. Outreach efforts to obtain sources:
1. Contacting minority and small business trade associations;
 2. Contacting business development organizations;
 3. Attending small and minority business procurement conferences and trade fairs;
 4. Requesting sources from the Central Contractor Registration (CCR);
 5. Utilizing newspapers and magazine ads to encourage new sources.
 6. Other participation in efforts or activities to expand the socioeconomic database for this Contract.
 7. Utilizing book references, catalogs, source lists, or other reference material to identify SB, VOSB, SDVOSB, HubSB, SDB, and WOSB sources before the acquisitions are placed by the buying activities.
 8. Additional Efforts. _____

- B. Internal efforts to guide and encourage purchasing personnel:
1. Presenting workshops, seminars, and training programs on requirements of this plan;
 2. Establishing, maintaining, and using SB, VOSB, SDVOSB, HubSB, SDB, and WOSB source lists, guides, and other data for soliciting subcontracts;
 3. Monitoring activities to evaluate compliance with the subcontracting plan; and
 4. Additional Efforts _____.

IV. SUBCONTRACTING PLAN FLOWDOWN

The Contractor agrees to include the Contract's Section I Clause entitled "FAR 52.219-8, Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, which receive subcontracts in excess of \$650,000 (\$1,500,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, Small Business Subcontracting Plan, (FAR 19.704). The prime Contractor cannot alter this requirement.

V. REPORTS AND SURVEYS

The Contractor gives assurance of:

- A. Cooperation in any studies or surveys that may be required by the Contracting agency, or the U.S. Small Business Administration (SBA).
- B. Submission of periodic reports, which show compliance with the subcontracting plan.
- C. The Contractor shall submit the Individual Subcontract Report (ISR) and Summary Subcontract Report (SSR), using the Government's Electronic Subcontract Reporting Systems (eSRS). The Contractor shall submit the ISR and SSR reports electronically to a single, Government wide system, which can be accessed at the following website: www.esrs.gov. The eSRS is a single reporting tool for all subcontracting plan accomplishments and provide the Government with immediate access to the Contractor's subcontracting data. The Contractor shall be responsible for inputting accurate and complete reports into the eSRS. Contractor reporting of ISR and SSR accomplishments using the eSRS will commence upon contract award.
- D. Ensuring that large business subcontractors with subcontracting plans agree to submit the ISR and SSR using eSRS.

<u>Reporting Period</u>	<u>Report Due</u>	<u>Due Date</u>
Oct 1 - Mar 31	ISR	April 30 th
Apr 1 - Sep 30	ISR	Oct 30 th
Oct 1 - Sep 30	SSR	Oct 30 th

Submission of ISRs and SSR: The reports shall be submitted via the eSRS. The Contractor is required to register in the system. Contractor shall notify the Contracting Officer (CO) and Contract Specialist via email upon completion/submission of the reports. The CO is responsible for reviewing/accepting all ISRs. The Small Business Program Manager (SBPM) is responsible for reviewing/accepting all SSRs. Email addresses of the CO and the Small Business Administration Procurement Center Representative (SBA-PCR) must be included on all ISRs and the email addresses of the SBPM and the SBA-PCR must be include on all SSRs.

VI. RECORDS AND PROCEDURES

The following is a recitation of the types of records and procedures the Contractor will maintain to demonstrate compliance with the requirements and goals in the subcontracting plan. These records will include, but are not limited to the following:

- A. If the Prime Contractor is not using CCR as its source for SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns, list the names of guides and other data identifying such vendors;
- B. Organizations contacted in an attempt to locate SB, VOSB, SDVOSB, HubSB, SDB, and WOSB sources;
- C. On a Contract-by-Contract basis, records on each subcontract solicitation resulting in an award of more than \$100,000 indicating whether SB, VOSB, SDVOSB, SDB, and WOSB concerns were solicited, and if not, why not; and if applicable, the reason that the award was not made to a small business concern;
- D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- E. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities subcontract award data including the name, address, and business size of each subcontractor (this item is not required on a Contract-by-Contract basis for company or division-wide commercial plans);

F. On a Contract-by-Contract basis, records to support subcontract award data including the name, address, and the business size of each subcontractor (this item is not required on a Contract-by-Contract basis for company or division-wide commercial plans); and

G. Additional Records: _____

This subcontracting plan was submitted by:

Signed: _____
Typed Name: _____
Title: _____
Date: _____
Phone No.: _____

PLAN CONCURRED ON BY:

Small Business Program Manager

Date:

PLAN ACCEPTED BY:

Contracting Officer

Date:

**SECTION L
ATTACHMENT D**

RESUME FORMAT (JUL 2010)

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. This is excluded from the page limitation specified in Section L.)

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 E.)

**SECTION L
ATTACHMENT E**

LETTER OF COMMITMENT (JUL 2010)

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 Proposals (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.12(c)).

**SECTION L
ATTACHMENT F-1**

**RELEVANT EXPERIENCES AND PAST-PERFORMANCE
REFERENCE INFORMATION FORM**

1. Complete name of Government agency, commercial firm, or other organization	
2. Complete address	
3. Contract number or other reference and type	4. Date of contract
5. Date work commenced	6. Date work was completed or scheduled to be completed
7. Contract Type and Contract Value	8. Final amount invoiced or amount invoiced to date
9a. Technical point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)	9b. Contracting point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)
9c. Environmental Regulator point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)	10. Consultants and partners/subcontractors used (names, addresses, and phone numbers)
11. Project/Contract Title	
12. Description of contract work (Describe nature and scope)	
13. 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 Pending or Underway <input type="checkbox"/> Work Completed, Routine Administrative Action 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 sheet if necessary (one additional sheet maximum)	

Instructions for Completing the Reference Information Worksheet

- Item 1. Insert the complete name and address of the customer, including parent organization, if any. Do not use acronyms.
- Item 2. Insert the customer's complete address, including both post office box and street address, if applicable.
- Item 3. Insert any contract number or other contract reference used by the customer and contract type.
- Item 4. Insert the date on which the contract came into existence.
- Item 5. Insert the date on which you started to perform the work.
- Item 6. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.
- Item 7. Insert the contract type and contract value (separately listing fee if cost-type).
- Item 8. 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 9a. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) 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 9b. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.
- Item 9c. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of (a) lead environmental regulator(s) or a State regulatory office director under whose authority environmental regulations would be enforced.
- Item 10. Insert names and phone numbers of consultants and partners/subcontractors used.
- Item 11. Insert the title of the project and/or contract.
- Item 12. 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. Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance.
- Item 13. Check the box which most accurately describes the current contract status.

**SECTION L
ATTACHMENT F-2**

PAST PERFORMANCE INFORMATION QUESTIONNAIRE (JUL 2010)

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

**SECTION L
ATTACHMENT F-3**

**PAST PERFORMANCE INFORMATION QUESTIONNAIRE
COVER LETTER (JUL 2010)**

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@sprseb.com

FAX: To be provided at a later date on the M&O Competition Website.

**SECTION L
ATTACHMENT G**

**ENVIRONMENT, SAFETY, HEALTH AND QUALITY (ESH&Q)
PAST PERFORMANCE INFORMATION FORM (JUL 2010)**

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), 2011, 2010, 2009, 2008. 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	2011	2010	2009	2008	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	2011	2010	2009	2008	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	2011	2010	2009	2008	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	2011	2010	2009	2008	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 H**

SUMMARY OF KEY PERSONNEL AND TRANSITION COST WORKSHEET

Key Personnel Cost

	BASE PERIOD						OPTION PERIOD					
Direct Labor Costs	<u>FY13</u>	<u>FY14</u>	<u>FY15</u>	<u>FY16</u>	<u>FY17</u>	<u>Total</u>	<u>FY18</u>	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>	<u>Total</u>
Total Direct Labor												
Fringe Benefits												
Total Compensation (Total Direct Labor + Fringe Benefits)												

**SECTION L
ATTACHMENT H**

**SUMMARY OF KEY PERSONNEL AND TRANSITION COST WORKSHEET
(Continued)**

Transition Cost by Cost Element

**Contract Transition Period
2/1/13 – 3/31/13**

Direct Labor

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

Fringe Benefits

Materials

Equipment

Subcontract Costs

Supplies

Travel

Relocation

Other Direct Costs

Subtotal Offeror Proposed Cost

General and Administrative Costs

Total Proposed Transition Cost