

PART IV – INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

SECTION L

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SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L-1 FAR 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:

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- (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, 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.

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- (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.

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- (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

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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.

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- (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; and

- (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 PROPOSAL PREPARATION INSTRUCTIONS--GENERAL

- (a) Offerors are expected to be sufficiently knowledgeable of the missions and administrative procedures of the Laboratory to adequately prepare their offers and other proposal information to be submitted under this solicitation. Information relating to operational, strategic plans and technical programs is available from various documents, some of which can be accessed on the Internet at NNSA's Website <http://www.doeal.gov/LLNLCompetition/Default.htm>.
- (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 corporate entity separate from its parent organizations that will be totally responsible for all contract activities (see Section H clause entitled "Separate Corporate Entity and Performance Guarantee"). The entity may be a corporation, a limited liability corporation, or other legal entity.
- (c) The Offeror must include full, accurate, and complete information on each of the participating firms.
- (d) This solicitation requires Offerors to submit written information and to participate in an oral presentation.
- (e) No classified information shall be included in this solicitation, the Offeror's written information or the Offeror's oral presentation.
- (f) Solicitation Questions/Comments. Questions or comments regarding this solicitation shall be submitted using the NNSA Website <http://www.doeal.gov/LLNLCompetition/Default.htm> Homepage electronic communication feature LLNLcompetitionHelp@doeal.gov. Submission of Solicitation Questions/Comments by other means is not authorized.

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(g) This solicitation requires Offerors to submit three volumes of written information as follows:

(1) **Volume I – The Offer – Three (3) Signed Originals and twelve (12) Copies**

(2) **Volume II – Technical and Management Information – One (1) Original and twenty (20) Copies**

(3) **Volume III – Cost Information – One (1) Original and twelve (12) Copies**

(4) (i) The Volumes I, II and III shall comply with the following specifications:

- I. The Offeror shall also provide a copy of the Volume I, II and III proposal on a flash drive in addition to the hard copies (paper) required above. Volumes I, II and III text shall be prepared using Microsoft (MS) Word (version 97 or higher) using a minimum 12 font size and Times New Roman font style. 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 each Volume may be appropriate in order to avoid duplication of detailed information. Page layout shall not utilize newsletter-style or other column style formatting.
- II. 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.
- III. 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 the legend at FAR 52.215-1 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.

- IV. Subcontractor 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 proposal must adhere to the proposal due date/time and other solicitation requirements.
 - (ii) Offers submitted by facsimile methods will not be accepted.
 - (iii) Submission of electronic proposals is not allowed (see paragraph (c) (1) of the Section L provision entitled “FAR 52.215-1 Instructions to Offerors—Competitive Acquisition”).
- (h) **Maximum Page Limitations.** The Transmittal Letter shall be limited to one (1) page and is not considered as part of Volumes I, II or III. There is no page limitation for the Offer (Volume I) or the Cost Information (Volume III). The Technical and Management Information (Volume II) shall not exceed 200 pages. An Executive Summary or Overview of Volume II may be provided in Volume II and shall be included in the 200 page limitation. The following are excluded from this page count limitation:
- (1) The Resume Appendix information (See Section L Attachment entitled “Key Personnel Resume Elements” that is limited to 5 pages per resume);
 - (2) The Past Performance Information Form, performance assessments, list of DOE/NNSA management and operating contracts, if any, shall be packaged in separate binders and appended to the Volume II submission; and
 - (3) The Volume II associated Table of Contents, list of Figures/Glossary of Acronyms, dividers, tabs, or similar inserts that do not provide any substantive information.

Each volume shall contain a glossary of all abbreviations and acronyms used, including a definition for each.

- (i) **Page Formatting and Restrictions.** The following page formatting and restrictions shall apply:
 - (1) Page size shall be 8.5 x 11 inches, not including foldouts. 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. Text, Graphs, tables and spreadsheets, if used, must be prepared using a minimum 12 font size and Times New Roman font style. To facilitate the SEB’s search for key words during proposal evaluation, Offerors should format tables, diagrams, charts and/or other graphic illustrations so that the MS Word “Find” function can be used. Inserts that are predominantly artistic illustrations or pictures and do not contain a significant amount of narrative, are excluded from this request. When both sides of a sheet display printed material, they will be counted as two (2) pages.

- (2) Foldouts of charts, tables, diagrams, or drawings shall not exceed 11 x 17 inches, if used. Foldout pages shall fold entirely within the volume and each side (front or back) of a foldout is considered two pages for purposes of determining the number of pages. When both sides (front and back) of a foldout display contain printed material, they will be counted as four pages. Page margins for the foldouts shall be a minimum of one inch at the top, bottom, and each side. Foldouts 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 up to the limitation of 200 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 or for any other reason.

L-3 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME I, THE OFFER

Volume I, The Offer, consists of the offer to enter into a contract to perform the desired work and includes the items identified in the following paragraphs in the order listed. The information included in Volume I will not be evaluated for purposes of selection.

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- (a) The Offeror shall provide the administrative information, as required by the Section L provision FAR 52.215-1, paragraph (c) (2), as the first page of Volume I.
- (b) The Offeror shall submit a fully completed and executed Standard Form (SF) 33. Section A of this solicitation contains a Standard Form 33 for the contract to be awarded under this solicitation. Offerors must submit three original signed copies of the SF 33 documents, which are fully compliant with the requirements of this solicitation provision.
 - (1) The person signing the SF 33s must have the authority to commit the Offeror to all of the provisions of the resulting contract (See Section L provision entitled “Content of Resulting Contract”), fully recognizing that the Government intends to make an award without discussions. Whenever the words “Solicitation No. DE-RP52-06NA27344”, “Request For Proposal No. DE-RP52-06NA27344” or “RFP No. DE-RP52-06NA27344” appear in the resulting contract of this solicitation, they shall be deemed to read “Contract No. DE-AC52-07NA27344” in the signed contract for management and operation of the Lawrence Livermore National Laboratory.
 - (2) In Block 14 of all SF 33s, the Offeror must acknowledge receipt of all amendments to this solicitation as required by the Section L provision FAR 52.215-1 “Instructions to Offerors – Competitive Acquisition.”
 - (3) By signing and submitting the SF 33, the Offeror commits to accept the resulting contract (See Section L provision entitled “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.
- (c) The Offeror shall submit fully completed Section K, Representations, Certifications, and Other Statements of Offerors. The parent organization of each member of a teaming arrangement (parent organization), if proposed, must separately complete, sign, and submit the Section K, Representations, Certifications, and Other Statements of Offerors.
- (d) The Offeror shall submit a fully completed and executed Performance Guarantee Agreement (see Section L provision entitled “Requirement for Guarantee of Performance”). Section L, Attachment A “Performance Guarantee Agreement” contains the minimum acceptable Performance Guarantee Agreement conditions acceptable to NNSA. This Agreement will become part of the resulting Contract

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as an Appendix to the Contract's Section J. The Offeror shall submit the last three annual reports for the parent organization providing the Performance Guarantee Agreement.

- (e) The Offeror shall submit a complete Listing of Key Personnel utilizing the format provided in Section L, Attachment B "Listing of Key Personnel." This listing will become part of the Contract as an Appendix to the Contract's Section J.
- (f) The Offeror shall submit a Small Business Subcontracting Plan for Government FY 2008 , which contains all the elements required by the Contract Section I Clause entitled "Small Business Subcontracting Plan." Section L, Attachment C "Instructions for Small Business Subcontracting Plan" provides a model Subcontracting Plan outline and instructions for preparing the Subcontracting Plan. The Contracting Officer, prior to contract award, must approve the Small Business Subcontracting Plan which will become part of the Contract as an Appendix to the Contract's Section J. Annual plans for future fiscal years shall be incorporated into the Contract by a separate supplemental agreement contract modification.
- (g) The Contract's Section J "Statement of Work" requires the Contractor support some Contract activities that are unusually hazardous or associated with nuclear risks that are not covered by Price-Anderson Act Amendments. If the Offeror is requesting indemnification associated with unusually hazardous or nuclear risks, the Offeror shall submit a request for indemnification and shall provide the associated supporting information pursuant to the FAR Subpart 50.403-1 "Indemnification Requests" incorporated herein by reference. Such request for indemnification will be processed by the Contracting Officer pursuant to DOE policy and procedures. The Section I Clause entitled "FAR 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) ALTERNATE I (APR 1984) (DEVIATION)" becomes applicable when the Offeror/Contractor submits an acceptable request for indemnification and receives approval from the Secretary of Energy.
- (h) Paragraphs (c)-(e) of Section L-4 entitled "Criterion 3. Science & Technology," "Criterion 4. Laboratory Operations" and "Criterion 5. Business Operations" requires the Offeror to describe, in part, its proposed approach for continuous improvement in contract performance (see Section H Clauses H-1 through H-11) to improve the way work is performed and facilitate realignment of the workforce to achieve efficiencies. The Offeror shall prepare and submit a multi-year strategy that includes a listing of its planned efforts and expected accomplishments for FY 2008 and FY 2009 in response to the above evaluation criteria. The listing will be included in the Multi-year plan for continuous improvement as required by the

Section H clause entitled “Contractor Multi-year Strategy for Performance Improvement.” Performance objectives, performance and award term incentives, and associated measures and targets for these planned efforts and expected accomplishments will be considered for inclusion in the Contract’s Performance Evaluation Plan for FY 2008 and FY 2009. (See Section H Clause entitled “Performance Based Management”).

- (i) Section H-6 entitled “Parent Oversight Plan” requires the Offeror to submit a Parent Oversight Plan for FY 2008. This Parent Oversight Plan for FY 2008 will become part of the Contract as Section J - Appendix K.
- (j) The Offeror shall provide a Transition Plan for the transition activities identified in the Section J, Appendix K , entitled “Transition Plan Requirements”. The transition period is specified in the Section F clause entitled “Period of Performance.” The Transition Plan will become part of the Contract as Section J – Appendix L.

L-4 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME II, TECHNICAL AND MANAGEMENT INFORMATION

The Offeror shall provide the following information for the Technical and Management portion of the proposal.

Note: For background information regarding the Section H Clauses referenced in Criteria 3-5 below, see NNSA’s report entitled “Model For Improving Management And Performance” dated March 2004.

(a) Criterion 1. LABORATORY ORGANIZATION

The Offeror shall describe its Laboratory Organization as follows:

- (1) the Offeror’s organization structure (include an organization chart) to manage the Laboratory including: the rationale for the organization structure; the proposed roles, responsibilities, and lines of authority; the level of integration of the major functions of the Laboratory; and how the organization structure promotes individual and organization accountability to manage the Laboratory;
- (2) the involvement of the parent organizations; the structure, composition, and duties of the governing board; the level of integration and efficiency

between the parent organizations, governing board, and laboratory management; and how the parent organizations will work together;

- (3) the roles and responsibilities of the Offeror's team arrangement to manage the Laboratory including: the roles and responsibilities of each individual team member; how the team arrangement will function as a well integrated, seamless business unit; and how the team members will hold each other accountable for overall contract performance and;
- (4) the extent of participation as a team member of small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, or women-owned small business concerns.

(b) **Criterion 2. KEY PERSONNEL AND ORAL PRESENTATIONS**

- (1) (a) The Offeror shall propose "Key Personnel" including the Laboratory Director, the Deputy Director(s), if any, and direct reports to the aforementioned positions that the Offeror considers essential for the management and operation of the Laboratory. It is recognized that the number and exact functions for these direct reports will vary with the organizational structure proposed. The Offeror shall provide written resumes for each of the Key Personnel. The proposed Key Personnel resumes shall address the elements described in the Section L Attachment entitled "Key Personnel Resume Elements." Proposed Key Personnel must be United States citizens, and have current DOE "Q" clearances or be eligible to receive such a clearance. The Offeror must also submit letters of commitment for all of its proposed Key Personnel to accept employment at LLNL, relocate to the work area vicinity, and stay at LLNL for at least two years at an agreed upon salary and benefit package.
- (b) In addition to the resume, the Offeror shall also describe the stature in the scientific community, and experience of the proposed Laboratory Director that demonstrates the ability to fulfill the Laboratory Directors responsibilities to: (a) certify the safety and reliability of the nuclear weapons stockpile; (b) lead a broad-based and world-class scientific organization; and (c) lead an organization that includes multiple operations and business functions. The Laboratory Director shall have a PhD in science or engineering.

- (2) The Offeror's Key Personnel shall prepare a response to three technical/managerial problems at an oral presentation. The problems will all be representative of the activities required under the Statement of Work. One problem will focus on Science and Technology, one on Laboratory Operations, one on Business Operations. A fourth, cross-cutting problem, shall be addressed solely by the proposed Laboratory Director without preparatory assistance from the other Key Personnel. The same set of problems will be asked of all Offerors. The procedures to be used in this oral presentation are more fully described in Section L provision entitled "Proposal Preparation Instructions – Oral Presentation Procedures."
- (3) The Offeror shall describe its strategy to retain its proposed Key Personnel.

(c) **Criterion 3. SCIENCE & TECHNOLOGY**

The Offeror shall describe its capability to manage world-class Science and Technology programs at the Laboratory for each of the Statement of Work activities listed below. In describing its capability, the Offeror shall discuss its approach and experience in performing these activities including how it will achieve continuous improvement in contract performance (see Section H Clauses H-1 through H-12) to improve the way work is performed and facilitate realignment of the workforce to achieve efficiencies.

- (1) Conducting major research and development programs including using an earned-value management system and fostering an environment of scientific skepticism and peer review of research programs.
- (2) Advancing science through technological innovation, public and private sector collaboration, and technology transfer to enhance U.S. economic competitiveness and national security.
- (3) Promoting enhanced communications, cooperation and integration across the Nuclear Weapons Complex (Weapons Laboratories, Production Plants and Test Site) that will result in improvements in performance of the Nuclear Weapons Complex.
- (4) Integrating the performance of world-class science and technology with laboratory operations, business operations, and laboratory management.

(d) **Criterion 4. LABORATORY OPERATIONS**

The Offeror shall describe its capability to manage Laboratory operations for each of the Statement of Work activities listed below. In describing its capability, the Offeror shall discuss its approach and experience in performing these activities including how it will achieve continuous improvement in contract performance (see Section H Clauses H-1 through H-12) to improve the way work is performed and facilitate realignment of the workforce to achieve efficiencies.

- (1) Security. Institutionalize a security conscious culture that performs work securely and assigns unambiguous roles, responsibilities, authorities, and accountability while integrating excellence in safeguards and security into all Laboratory activities.
- (2) Environment, Safety and Health (ES&H). Institutionalize an ES&H conscious culture that performs work safely and assigns unambiguous roles, responsibilities, authorities, and accountability while integrating excellence in ES&H into all Laboratory activities.
- (3) Nuclear Safety. Institutionalize a nuclear safety conscious culture that performs work safely and assigns unambiguous roles, responsibilities, authorities, and accountability while integrating excellence in nuclear safety into all applicable Laboratory activities.
- (4) Emergency Operations. Achieve effective integration of planning, preparedness, response, and readiness assurance for emergency management.

(e) **Criterion 5. BUSINESS OPERATIONS**

The Offeror shall describe its capability to manage (as described in the Statement of Work's Section 5.0 introductory paragraph) business operations at the Laboratory for each of the Statement of Work activities listed below. In describing its capability, the Offeror shall discuss its approach and experience in performing these activities including how it will achieve continuous improvement in contract performance (see Section H Clauses H-1 through H-12) to improve the way work is performed and facilitate realignment of the workforce to achieve efficiencies.

- (1) Strategic Human Capital Management. Promote workforce excellence by attracting and retaining a world class science and technology workforce and

by ensuring maintenance of critical skills for the nuclear weapons program and limiting the number and duration of vacancies in positions requiring critical skills while optimizing direct to indirect employee ratios.

- (2) Financial Management. Maintain an integrated financial management system to collect, record, and report all financial activities that provides sound financial stewardship and public accountability.
- (3) Purchasing Management. Participate in strategic sourcing activities and centralized purchasing for the Nuclear Weapons Complex.
- (4) Information Resources Management. Provide computer resource capacity and capability sufficient to support Laboratory-wide information management requirements and Laboratory wide classified computing infrastructure using a standard non-scientific software and hardware programs/platforms for generating and storing electronic information.

(f) **Criterion 6. PAST PERFORMANCE**

The Offeror shall submit information on past performance requested herein. "Offeror" includes, in the case of a contractor "teaming arrangement" (as defined in Federal Acquisition Regulation 9.601) the members of the Offeror's team, and the parent organization that has signed the "Performance Guarantee Agreement" required in the Section L Attachment entitled "Performance Guarantee Agreement". Since the Offeror is required by other provisions of this solicitation to form a corporation for performance of the Contract, and since the new corporation will have no past performance in the corporation's name, the corporation shall submit past performance information relating to its team members'.

(1) Past Performance Information Regarding Relevant Contracts

- (a) The Offeror shall submit a completed (Items 1-14) Past Performance Information Form (PPIF) – Section L Attachment entitled "Past Performance Information Form" in Volume II for no more than three (3) separate contracts (\$50 million value or more per contract) performed by each proposed team member in the last five years. If a team member is a small business concern and has no contract over \$50 million value, then submit its most relevant contracts that are similar in nature and complexity to the scope of work that is to be performed by the small business team member. For each contract submitted, the Offeror shall have had three years

or more of performance. For each of the contracts, the Offeror shall describe in the PPIF why work is relevant (similar in nature and complexity) to the scope of work that is to be performed by the team member under the Contract Statement of Work [see block 11 of the PPIF]. For each of the contracts, the Offeror shall also describe in the PPIF how the work is related to the experience cited in response to Criteria 3-5 (paragraphs (c) through (e) in Section L-4, above) [see block 12 of the PPIF]. The Offeror may include contracts with federal, state, and local Government and commercial customers.

- (b) The Offeror shall provide copies with each of the PPIFs of any award fee determinations, contractor past performance reports, or other documentation that reflects the formal performance assessments of the Offeror by its customer.

(2) Past Performance Questionnaire

Offerors are requested to submit advance copies of the PPIFs completed from Items 1 through 10a thirty (30) calendar days prior to the date for receipt of proposals in order to allow the Government to contact the technical and/or contracting point of contact (Items 9a and 9b) provided in the PPIF. The Offeror shall advise these individuals prior to submittal of this advance copy of the PPIF that the Government may be contacting them in order to complete a Past Performance Questionnaire. It is to the Offeror's benefit to ensure the participation of these points of contact.

(3) National/International Recognition/Accomplishments

Describe any National/International Recognition/Accomplishments relevant to the Statement of Work. Describe the relative national and international research and development stature of the Offeror team members and Parent Organizations. Describe programs managed by the Offeror's team members and Parent Organizations and the impacts the programs had on their respective research fields. Describe the productivity and leadership of the Offeror's current scientific staff, including key scientists, the programs they supported, and any other evidence of their leadership in collaboration with the scientific community. Examples could include Nobel Prize recipients, elections to the National Academy of Sciences, R&D 100 awards, patents awarded, service on national advisory committees, program and technical advisory committees, National Academies' panels, and major publications stemming from the

above scientific and technology programs. The Offeror should highlight any management innovation(s) and/or best in class practices employed to enable world-class science.

L-5 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III, COST INFORMATION

- (a) The Offeror shall provide the following written information for the evaluation of Volume III, Cost Information, as identified below. Given the nature of NNSA’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.
- (b) Offerors shall provide a separately priced cost proposal that consists of the Offeror’s maximum available fee for the period of FY 2008 through FY 2014.
- (c) (1) For the Contract’s Basic Term (FY 2008 through FY 2014), the Offeror shall propose an annual maximum available fee between \$36,699,029 and not to exceed \$45,542,169 by completing the table below and including the completed table in the written information in the Offeror’s Volume III. If the Offeror proposes a teaming arrangement with a subcontractor or small business concern as a team member, the Offeror’s proposed maximum available fee shall be proposed in accordance with the restrictions of Contract Section B-2 (i).

MAXIMUM AVAILABLE FEE			
Contract Period	Minimum Fee	Maximum Fee	Proposed Maximum Available Fee
01Oct07 – 30Sep08	\$ 36,699,029	\$ 45,542,169	\$
01Oct08 – 30Sep09	\$ 36,699,029	\$ 45,542,169	\$
01Oct09 – 30Sep10	\$ 36,699,029	\$ 45,542,169	\$
01Oct10 – 30Sep11	\$ 36,699,029	\$ 45,542,169	\$
01Oct11 – 30Sep12	\$ 36,699,029	\$ 45,542,169	\$
01Oct12 – 30Sep13	\$ 36,699,029	\$ 45,542,169	\$
01Oct13 – 30Sep14	\$ 36,699,029	\$ 45,542,169	\$

Total Proposed Maximum Available Fee	\$
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- (2) The Offeror’s proposed maximum available fee shall be incorporated in Clause B-2 (c) (2) of the Contract.

L-6 PROPOSAL PREPARATION INSTRUCTIONS - ORAL PRESENTATION PROCEDURES

- (a) General. The Source Evaluation Board (SEB) shall conduct an oral presentation session with each Offeror. During the session, the SEB will provide problems and the Offeror shall respond to these problems during the oral presentation. The SEB will evaluate the oral presentation information against the criteria specified in Section M. The oral presentation will not constitute a part of the offer in Volume I, and 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.
- (b) Schedule. NNSA will schedule the oral presentations based on a drawing of lots and will notify each Offeror within five working days after the proposal submission date of the date, time, location, and other instructions related to its oral presentation. The oral presentation will commence within approximately twenty to thirty working days thereafter. NNSA reserves the right to conduct the oral presentations prior to the above timeline or reschedule an Offeror's presentation. NNSA will not consider a request from an Offeror to reschedule its presentation, except under extenuating circumstances, e.g., personal sickness or emergency. The schedule for each Offeror's oral presentation will be as shown below:

ORAL PRESENTATION SCHEDULE		
TIME ALLOCATION		ACTIVITY
8:00 a.m.	8:10 a.m.	NNSA Introductions and Instructions
8:10 a.m.	8:30 a.m.	Laboratory Director’s and Parent Organization Official’s Opening Remarks-Introduction of Key Personnel
8:30 a.m.	10:00 a.m.	Problem #1: Science and Technology - Written Problem Presented to Key Personnel, Problem Preparation and Key Personnel Response

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10:00 a.m.	10:15 a.m.	Break
10:15 a.m.	11:45 a.m.	Problem #2: Laboratory Operations - Written Problem Presented to Key Personnel, Problem Preparation and Key Personnel Response
11:45 a.m.	01:00 p.m.	Lunch Break
01:00 p.m.	02:30 p.m.	Problem #3: Business Operations - Written Problem Presented to Key Personnel, Problem Preparation and Key Personnel Response
02:30 p.m.	02:45 p.m.	Break
02:45 p.m.	04:15 p.m.	Problem #4: Cross-cutting Written Problem Presented to Laboratory Director, Problem Preparation and the Laboratory Director Response
04:15 p.m.	04:30 p.m.	Closing Remarks from Laboratory Director and Parent Organization Official

(c) Oral Presentation Format.

- (1) Location. Oral presentations will be held at the NNSA Energy Training Complex located at 1401 Maxwell, Kirtland Air Force Base, Albuquerque, New Mexico. Offerors can arrange to view the facility in preparation for the presentations by contacting Lori Nebeker at (505) 845-4755 or e-mail to lnebeker@doeal.gov.
- (2) Presenters. All of the Offeror's proposed Key Personnel shall participate and present during the oral presentation. The Offeror shall determine which Key Personnel should present the response to each problem presented by the SEB. However, the Offeror's proposed Laboratory Director shall provide the Offeror's response to the last problem presented by the SEB. Except for the last problem presented to the Laboratory Director, the Offeror may also include participation and presentation by a reasonable number of its parent organization's officials.
- (3) Content of Oral Presentation. Oral presentations may involve information relevant to Criteria 3, 4, and 5; but, evaluation will only be in accordance with the Criterion 2 Key Personnel and Oral Presentation.
- (4) Presentation Materials/Equipment. The NNSA will provide timing devices, flip-charts, easels, writing tablets, and index cards for the Offeror's use during the oral presentation. All presentation materials will

be retained by NNSA. The Offeror shall not bring in any presentation or reference material including the written proposal or electronic equipment (e.g., Blackberry, cell phones, PDAs, laptops and/or computers).

- (5) Video Recording. NNSA will make a video recording of the oral presentation, including the Offeror's preparations for the oral presentation. A copy of the video recording will be provided to the Offeror.
- (6) Exchanges With Offerors. Clarification questions from the SEB during the oral presentations will only be asked if needed to provide immediate information that cannot wait until the presentation is concluded (e.g., unfamiliar words or terms, or to request that the speaker repeat something that was not heard clearly). At the conclusion of each oral presentation, the Offeror may be asked clarification questions to facilitate the SEB's understanding of the oral presentation. These clarification questions between the Offeror and the SEB are not discussions, as that term is defined in FAR 15.306(d), and the Offeror will not be allowed to revise its oral presentation or written information as a result of these clarification questions. Nor will these clarification questions obligate NNSA to establish a competitive range and hold discussions with the Offeror.
- (7) Offeror's Closing Statement. After the conclusion of oral presentations, the Offeror will be allowed to make a closing statement to the SEB. The purpose of the Closing Statement is only to summarize the oral information presented (i.e., no summary or elaboration of the written proposal). The SEB will not ask any clarification questions during or after the Offeror's closing statement.

L-7 TRANSITION COST ESTIMATE

The successful Offeror shall provide a Transition cost estimate to the Contracting Officer within 10 calendar days after contract award. The Transition cost estimate shall include: (a) the costs associated with the Transition Plan; and (b) the costs necessary for the successful Offeror to meet the requirements of H-35 during the Transition Term. The Transition cost estimate will be subject to approval by the Contracting Officer after contract award. For the Contract's Transition Term (date of contract award through September 30, 2007), the successful Offeror shall provide a summary by major cost element, as described below: (a) of the costs to perform the transition activities specified in the successful Offeror's Transition Plan; and (b) of the costs to meet the requirements of H-35 during the Transition Term. The Transition cost estimate will not be evaluated for purposes of selection.

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- (a) The successful Offeror must provide a cost summary for the Transition Plan that clearly identifies by cost element, the portion of the cost proposal that pertains to each participant, if a teaming arrangement is proposed, including subcontractors. In addition, each participant and each subcontractor must provide separate exhibits, summary schedules and supporting cost information in the same format and level of detail as required below. A separate fee is not allowable.
- (1) Labor: Identify proposed transition labor hours and unburdened labor rates by labor category and or/specific individual (including Key Personnel). Explain the basis for the Offeror's labor hour and labor rate estimates.
 - (2) Indirects: Identify the cost elements included in each indirect rate cost pool and allocation base. Explain the basis of estimate for each indirect cost rate proposed and the methods used to derive the proposed rates.
 - (3) Materials, Equipment, Subcontracts, and Other Direct Costs: Provide an exhibit that summarizes proposed materials, equipment, services, space/lease costs, travel, and other direct cost items relating to the transition effort. Show the proposed quantity, unit price, and extended amounts, and provide the basis of estimate and supporting documentation used to determine the proposed prices.
 - (4) Relocation Costs: A relocation cost estimate shall be provided for each of the Key Personnel shall be provided that separately identifies the proposed travel, services, and other direct costs items related to relocation.
- (b) The successful Offeror shall also separately provide a cost summary for accomplishing those tasks required by Clause H-35 during the Transition Term in accordance with (a) above. In addition to the requirements of (a) above, costs proposed must be cross-referenced to the specific tasks in Clause H-35 that must be accomplished during the Transition Term. A detailed schedule for accomplishment of these H-35 tasks during the Transition Term shall also be provided to support the requested cost proposal.

L-8 KEY PERSONNEL COST ESTIMATE

- (1) The successful Offeror shall propose total Key Personnel compensation costs for each of its Key Personnel for FY 2008 within 10 calendar days after the date of contract award. The Key Personnel compensation costs will be subject to approval by the Contracting Officer during the Transition Term. For FY 2008,

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for Key Personnel, the Contracting Officer will approve one time salary increase requests due to recruitment or promotion actions up to 6 percent above the prior incumbent's Key Personnel reimbursed salary as of the date of contract award. (A document entitled "Incumbent Key Personnel Positions and Reimbursable Salaries" contains salaries as of FY 2006 and is posted on the website. These salaries may be increased by the Government prior to contract award and the Government will update these salaries through the website accordingly.) No reimbursement above the limits specified will be allowed under the contract for FY 2008.

- (2) Separately identify and provide a total summary of the annual compensation costs of the Offeror's proposed Key Personnel for FY 2008. Costs shall include annual base salaries, and applicable bonuses, incentive pay, fringe benefits, and other key personnel compensation. For each of the Key Personnel proposed, identify the individual's position, name, current annual salary, and basis for determining the proposed annual salary. Separately identify and describe the basis of estimate for applicable fringe benefits, incentive pay, bonuses, and any other forms of Key Personnel compensation. Provide narrative support sufficient to explain the development and reasonableness of the proposed compensation costs.
- (3) Notwithstanding any other term or condition set forth in the Contract, the compensation for each of the Offeror's Key Personnel shall not exceed (i) \$546,689 benchmark in effect at the time of Contract award or (ii) the revised benchmark amount, in any subsequent government fiscal year, as determined by the applicable Determination of Executive Compensation Benchmark Amount Pursuant to Section 39 of the Office of Federal Procurement Policy Act (41 U.S.C. 435), as Amended, as required in FAR Subpart 31.205-6, Compensation for Personal Services; paragraph (p), Limitation on allowability of compensation for certain contractor personnel. Any amount in excess of the OFPP benchmark must be identified and excluded from the Offeror's proposed Key Personnel Costs.

L-9 PARENT OVERSIGHT PLAN COST ESTIMATE

- (1) The successful Offeror shall provide a Parent Oversight Plan cost estimate for FY 2008 within 10 calendar days after the date of contract award. The Parent Oversight Plan estimated cost will be subject to approval by the Contracting Officer during the Transition Term. The Parent Oversight Plan will not be evaluated for purposes of selection.
- (2) For FY 2008, provide a summary by major cost element of the estimated costs of the Offeror's Parent Oversight Plan for each planned activity. Describe each

activity and provide the basis for the activity's cost estimate. Costs shall only include: the actual direct labor costs of the persons performing such services; a percentage factor of direct labor costs to cover fringe benefits and payroll taxes; travel; and other direct costs. Any fee or other indirect costs such as allocation for overhead, G&A, and Cost of Money will not be reimbursed and should not be included in the Offeror's or team member's cost estimate.

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 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An offeror may obtain a DUNS number—
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com> or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

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- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical location).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).

L-12 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 Elements
E	Past Performance Information Form

L-13 TIME, DATE, AND PLACE OFFERS AND PROPOSAL INFORMATION ARE DUE

- (a) All Offers and Proposal Information are due at the time (Albuquerque, NM) and date identified on the Standard Form (SF) 33 "Solicitation, Offer and Award" (Page 1 of the RFP), Block 9. (CAUTION: See provision at FAR 52.215-1 describing treatment of late submissions, modifications, and withdrawals of proposals.)
- (b) Mailed written Offers and Proposal Information shall be marked as follows:

FROM: _____

MAIL TO:

Daniel J. Saiz
Contracting Officer
U S. Department of Energy
National Nuclear Security Administration
NNSA Service Center - Albuquerque
M&O Contract Support Department (MOSD)
P.O. Box 5400
Albuquerque, NM 87185-5400

Telephone: (505) 845-4024
Facsimile: (505) 845-5753
E-mail: dsaiz@doeal.gov

SOLICITATION NO. DE-RP52-06NA27344

If the Offeror elects to forward the Offer and the Proposal Information by means other than the U.S. Mail, it assumes the full responsibility of insuring that the Offer is received at the place and by the date and time specified in this solicitation.

- (c) Hand Carried Offers and Proposal Information shall be marked as follows:

FROM: _____

HAND CARRY TO:

Request for Proposal No. DE-RP52-06NA27344

Lori Nebeker
U S. Department of Energy
National Nuclear Security Administration
NNSA Service Center - Albuquerque
M&O Contract Support Division (MOSD)
South Campus
Albuquerque, NM 87185-5400

SOLICITATION NO. DE-RP52-06NA27344

It may not be possible to hand carry the package(s) outside of the hours 7:30 a.m. to 4:00 p.m. on Federal workdays. Delivery to any other location than that specified herein is unacceptable. Furthermore, Offerors are hereby notified that the NNSA Service Center – Albuquerque is located on Kirtland Air Force Base (KAFB) whereby access to KAFB is subject to the requirements of the U.S. Air Force. Offerors are therefore encouraged to submit their written Offer via the U.S. Mail.

- (d) Express Mail written Offers and Proposal Information shall be marked as follows:

FROM: _____

TO:

U S. Department of Energy
National Nuclear Security Administration
NNSA Service Center - Albuquerque
Texas and H Streets (Building 20388)
Kirtland Air Force Base (East)
Albuquerque, NM 87116
ATTN: Lori Nebeker

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L-14 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" does not apply.

L-15 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost-reimbursement award term management and operating contract that includes fixed fees and a performance incentive fee resulting from this solicitation.

L-16 FAR 52.227-6 ROYALTY INFORMATION (APR 1984)

- (a) Cost or charges for royalties. When the response to this solicitation contains cost 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 must furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

L-17 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW (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-18 FAR 52.233-2 SERVICE OF PROTEST (AUG 1996) 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 General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Daniel J. Saiz
Contracting Officer
U S. Department of Energy
National Nuclear Security Administration
NNSA Service Center - Albuquerque
M&O Contract Support Division (MOSD)
P.O. Box 5400
Albuquerque, NM 87185-5400

Telephone: (505) 845-4024
Facsimile: (505) 845-5753
E-mail: dsaiz@doeal.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 GAO 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-19 DEAR 952.211-70 PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY) (JUN 1996) PRIORITIES AND ALLOCATIONS (DOMESTIC ENERGY SUPPLIES) (JUN 1996) (ALTERNATE I)

- (a) Contracts or purchase orders awarded as a result of this solicitation shall be assigned a [] DO-Rating; [] DX-Rating; and certified for national defense use in accordance with the Defense Priorities and Allocations System (DPAS) regulation (15 CFR Part 700)
- (b) Contracts or purchase orders awarded as a result of this solicitation may be eligible for priorities and allocations support in accordance with 10 CFR Part 216 and section 101(c) of the Defense Production Act of 1950, as amended.

[52 FR 38425, Oct. 16, 1987; 61 FR 21975, May 13, 1996]

L-20 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 DEAR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the Contracting Officer prior to filing a protest.

L-21 DEAR 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY (SEP 1996)

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

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Information Act. Therefore, Offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

L-22 DEAR 952.227-84 RIGHT TO REQUEST PATENT WAIVER (FEB 1998)

Offerors have the right to request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of the contract that may be awarded as a result of this solicitation, in advance of or within 30 days after the effective date of contracting. Even where such advance waiver is not requested or the request is denied, the contractor will have a continuing right under the contract to request a waiver of the rights of the United States in identified inventions, i.e., individual inventions conceived or first actually reduced to practice in performance of the contract. Domestic small businesses and domestic nonprofit organizations normally will receive the patent rights clause at DEAR 952.227-11 which permits the contractor to retain title to such inventions, except under contracts for management or operation of a Government-owned research and development facility or under contracts involving exceptional circumstances or intelligence activities. Therefore, small businesses and nonprofit organizations normally need not request a waiver. See the patent rights clause in the draft contract in this solicitation. See DOE's patent waiver regulations at 10 CFR part 784.

L-23 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED)

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

L-24 NUMBER OF CONTRACT AWARDS RESULTING FROM THIS SOLICITATION

One contract award will result from this solicitation.

L-25 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 NNSA Service Center website.

L-26 ALTERNATE OFFERS

Alternate offers are not solicited and will not be evaluated.

L-27 FALSE STATEMENTS

Offers and 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-28 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-29 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 and will be the sole method used for distributing the solicitation and amendments thereto to the public. The solicitation, any amendments and various available reference documents will be posted on the NNSA Service Center's Internet Website at: <http://www.doeal.gov/LLNLCompetition/Default.htm>.
- (b) The above electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from NNSA regarding this solicitation will be posted through this medium. Offerors and all other interested parties will need to maintain continual surveillance of the above Website to remain abreast of the latest available information; thus, Offerors and other interested parties are encouraged to utilize the above Website's "Subscription" feature.
- (c) The NNSA Service Center 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 above 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-30 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-31 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) NNSA 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-32 DISPOSITION OF OFFERS AND PROPOSAL INFORMATION

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

L-33 RESTRICTIONS ON OFFEROR CONTACTS WITH EMPLOYEES OF PREDECESSOR CONTRACTOR

No on-site contacts of any kind with employees of the current incumbent contractor are permitted related to this solicitation. 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.