

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 44
2. AMENDMENT/MODIFICATION NO. 000004	3. EFFECTIVE DATE 08/12/2015	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. DOE/NETL Morgantown Campus 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880	CODE 02605	7. ADMINISTERED BY (If other than Item 6) DEPT OF ENERGY NATIONAL ENERGY TECH LAB 3610 Collins Ferry Road PO Box 880 Morgantown WV 26507-0880	CODE 02605
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x) 9A. AMENDMENT OF SOLICITATION NO. DE-SOL-0005395	
		x 9B. DATED (SEE ITEM 11) 03/10/2014	
		10A. MODIFICATION OF CONTRACT/ORDER NO.	
		10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE	11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not. is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

*Acknowledgement of Amendments shall be accomplished by an indication in the "Offeror and Other Documents" submittal of your proposal on the SF 33 block #14.

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Donald E. Hafer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		 (Signature of Contracting Officer)	08/12/2015

This amendment is to implement corrective action resulting from a protest received after award and hereby re-opens the solicitation to provide each original offeror an opportunity to revise its proposal and resubmit it by the due date and time listed. Each Offeror was provided its strengths and weaknesses during debriefings and afforded the opportunity to ask questions. This opportunity will allow each original offeror to revise its proposal to address the weaknesses and significant weaknesses identified and to adjust its proposal in response to the changes to the solicitation contained in this amendment. PLEASE NOTE: SPECIFIC CHANGES TO CLAUSES, FILL-INS, INSTRUCTIONS AND EVALUATION CRITERIA ARE INCLUDED IN THIS AMENDMENT AND SHOULD BE ADDRESSED BY EACH OFFEROR IN ANY REVISED PROPOSAL SUBMITTED. FAILURE TO ADDRESS IDENTIFIED CHANGES IN THE SOLICITATION WILL BE CONSIDERED A DEVIATION TO THE SOLICITATION AND TREATED IN ACCORDANCE WITH L.29 AND M.2 OF THE SOLICITATION.

Accordingly the solicitation is amended as follows:

1. The due date and time for proposals is extended to 4:00PM ET on October 1, 2015.
2. Solicitation clauses:
 - B.1 “Services Being Acquired – Research and Development – Implementation and Support”;
 - B.4 “Distribution of Performance Award Fee”;
 - F.1 “Period of Performance (Base Contract and Option Years)”;
 - F.2 “Award Term Incentive (Special)”;
 - H.14 “Limitation of Indirect Costs”;
 - J.7 “Attachment C – Performance Evaluation Plan (PEP) – Exhibit E.4 Award Term – Contract Performance”;
 - J.8 “Attachment D – Position Qualifications”;
 - L.7 “Electronic Submission of Proposals”;
 - L.20 “Service of Protest (Sept 2006)”;
 - L.30 “Proposal Preparation Instructions – Technical Proposal Volume II”;
 - L.31 Proposal Preparation Instructions – Volume III Cost Proposal”; and
 - M.5 “Evaluation Criteria – Technical Proposal”
 - M.6 “Evaluation Criteria – Cost”

The above solicitation clauses are deleted in their entirety and replaced with the following (changes are highlighted in yellow):

B.1 SERVICES BEING ACQUIRED – Research and Development – Implementation and Support

- A. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the items of work as specified in the Performance Work Statement (PWS) set forth in Part III, Section J, Attachment A-2 for the (**TERM**) specified in Part I, Section F, and fulfill the other requirements of the contract including contract reporting set forth in Part III, Section J.
- B. The level of effort specified for the base period is the present level of effort **estimated** for the performance of work set forth in Part III, Section J, Attachment A-2, PWS. However, changes in programmatic

FEE PERIOD	FEE PERIOD BEGINNING DATE	FEE PERIOD ENDING DATE	AVAILABLE AWARD FEE POOL	FEE EARNED
1	TBD	TBD	*	**
2	TBD	TBD	*	**
3	TBD	TBD	*	**
4	TBD	TBD	*	**
5	TBD	TBD	*	**
6	TBD	TBD	*	**
7	TBD	TBD	*	**
8	TBD	TBD	*	**
9	TBD	TBD	*	**
10	TBD	TBD	*	**

*Reference paragraph C contained in Section H, clause entitled Performance Based Award Fee. The Available Award Fee Pool is the sum of all award fee negotiated at the CLIN level, rolled up to a total contract amount for the fee period identified (e.g., all CLIN Annual Work Operating Plans with performance during the specified fee period dates will have the fee (negotiated, agreed upon, and identified on the Annual Work Operating Plans) rolled together into one total contract amount (as identified in the above Available Award Fee Pool column) for the months of performance that are within the dates specified for each fee period). The Available Award Fee Pool shall be filled in (through contract modification) for each fee period. For example, if an Annual Work Operating Plan is issued with a twelve month period of performance (example: 11/15/2014 through 11/14/2015) which included a negotiated award fee of \$2M a month, then the total available award fee pool for that Annual Work Operating Plan is \$12M for fee period 1 and \$12M for fee period 2.

NOTE: Unearned fee in any given period shall not be carried forward or “rolled-over” into subsequent periods.

Using the above example, if the Contractor earns \$10M in award fee from the available award fee pool identified for fee period 1 (\$12M), the unearned fee (\$2M) is foregone and will not be rolled over into the second fee period (i.e., the available award fee pool for fee period 2 remains unchanged).

**The Fee Earned column shall be filled in (through contract modification) based on the total amount of fee earned under all of the Annual Work Operating Plans for each fee period identified.

In the event the Government awards any additional term (award term), the additional Fee Periods will be added to the table above. In the event of contract termination, award fee will be handled in accordance with FAR 52.249-6.

F.1 PERIOD OF PERFORMANCE (BASE CONTRACT AND OPTION YEARS)

BASE CONTRACT

The work to be performed under the Base Contract (Reference Part I, Section B) shall commence on the effective date of the contract and shall continue for **thirty six (36)** months.

OPTION PERIOD 1

Option Period 1, if exercised, shall commence on the 37th month and shall continue through the 48th month.

OPTION PERIOD 2

Option Period 2, if exercised, shall commence on the 49th month and shall continue through the 60th month.

AWARD TERM OPTION PERIOD

Award term option periods shall not be considered earned unless the Government has exercised its unilateral right to exercise both Option Period 1 and Option Period 2 stated above.

F.2 AWARD TERM INCENTIVE (SPECIAL)

(a) Definitions. For purposes of this clause:

- a. “Excellent” means the Contractor received an excellent score under the award fee evaluation meaning the Contractor has exceeded almost all of the significant criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the specified award-fee period. Represents a rating that resulted in award fee earned between 91% and 100% of available award fee.
- b. “Very Good” means the Contractor received a very good score under the award fee evaluation meaning the Contractor has exceeded many of the significant criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the specified award-fee period. Represents a rating that resulted in award fee earned between 76% and 90% of available award fee.
- c. “Good” means the Contractor received a good score under the award fee evaluation meaning the Contractor has exceeded some of the significant criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the specified award-fee period. Represents a rating that resulted in award fee earned between 51% and 75% of available award fee.
- d. “Satisfactory” means the Contractor received a satisfactory score under the award fee evaluation meaning the Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the specified award-fee period. Represents a rating that resulted in award fee no greater than 50% of available award fee.
- e. “Unsatisfactory” means the Contractor received an unsatisfactory score under the award fee evaluation meaning the Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the specified award-fee period. Represents a rating that resulted in no award fee earned.
- f. “Award Term Determination Official (ATDO)” means the Department of Energy official designated to determine whether the Contractor has met the contractual requirements in order to earn any award term extension during an evaluation period. The ATDO and the Fee Determination Official (FDO) may be the same person.
- g. “Initial contract term” for purposes of this clause only, means the period of performance commencing on the date the Contractor assumed full responsibility for contract performance

through the end date specified in Clause F.1 above.

- h. "Award Term" additional time that can be earned based on Contractor's performance and determination by the ATDO.
- (b) Eligibility for Award Term Extensions. In order for the Contractor to earn a contract term extension pursuant to the award term incentive, the Contractor must:
- a. Have been assessed by the FDO to have achieved an overall rating of "excellent" or "very good" for the performance evaluation period and meet the contract performance goals, objectives, standards, or criteria and other contract requirements applicable to earning additional award term, as may be defined in the Performance Evaluation Plan (PEP) or equivalent document, as determined by the ATDO. and
 - b. Have not been assessed by the FDO to have achieved an overall rating of "good" or "satisfactory" in any consecutive rating periods during the initial contract term. The Contractor is subject to the award term deductions identified in the PEP if they are assessed a rating of "good" or "satisfactory" in any single rating period (including during award fee periods beyond the initial contract term). The Contractor is ineligible for any award term extensions if they are assessed a rating of "good" or "satisfactory" in any consecutive rating periods. and
 - c. Have not been assessed by the FDO to have achieved an overall rating of "unsatisfactory" more than once during the initial contract term. Being assessed a rating of "unsatisfactory" in any single rating period is subject to the award term deductions identified in the PEP, being assessed multiple times with an overall rating of "unsatisfactory" subject the Contractor to being ineligible for any award term extensions.
 - d. Have had both Option Period 1 and Option Period 2, as identified in Clause F.1 above, exercised by the Government. (If the Government does not elect to exercise any of the listed option periods then no award term is authorized).
- (c) Award Term Evaluation and Determination
- a. The Government may extend the contract term up to a total of ten years (five year initial contract term and up to five years award term earned) through operation of this award term incentive clause. The evaluation periods will be every six months as identified for the award fee evaluation periods in accordance with the PEP.
 - b. The ATDO will unilaterally determine if the Contractor: (1) meets eligibility requirements to earn award term extension; and (2) has earned additional contract term.
 - c. As defined in the PEP, the award term that may be earned by the Contractor is dependent upon the overall rating for each identified award fee period. If during the initial contract term the Contractor has been assessed by the FDO to have achieved an overall rating of "excellent" then the Contractor may earn an additional term of six months for that rating period. If during the initial contract term the Contractor has been assessed by the FDO to have achieved an overall rating of "very good" then the Contractor may earn an additional term of three months for that rating period.
 - d. As defined in the PEP, award term is subject to reductions for fee periods where the Contractor is assessed by the FDO to have achieved an overall rating of "good", "satisfactory", or "unsatisfactory".
 - e. Award term earned will be accumulated during the initial contract term and not awarded until the final performance year of the initial contract term. At that time the ATDO will determine the total amount of award term earned by the Contractor, taking into account the deductions, eligibility restrictions, and conditions specified elsewhere in this clause.
 - f. If the ATDO determines that the Contractor has earned additional award term, the Contracting Officer will unilaterally modify the contract to extend the term of the contract.
 - g. Reductions to award term extensions identified in performance periods beyond the initial contract term will result in the Contracting Officer issuance of a unilateral modification to the contract to reduce the term of the contract.
 - h. If the Contractor fails to earn award term in 3 or more rating periods, then the Contractor becomes

ineligible to earn any additional award term extensions under the contract.

(d) Conditions.

- a. This clause does not confer any other rights to the Contractor other than the right to earn additional contract term options as specified herein. Any additional contract term awarded to the Contractor under this clause is subject to all of the other terms and conditions of this contract. Should the terms of this clause conflict with the terms of any other clause under this contract, then this clause shall be subordinate.
- b. The Contractor’s earning of an award term extension(s) and the Contractor’s right to perform any earned award term extension(s) are subject to:
 - i. The Government’s continuing need for the contract’s work;
 - ii. The availability of funds; and
 - iii. Mutual agreement by the parties to contract modifications that incorporate changes to, or new, DOE policy or contract clauses.
- c. The Government may make unilateral changes to the PEP (or equivalent document) prior to the start of an award term evaluation period.
- d. The Contractor is not entitled to any cancellation charges, termination costs, equitable adjustments, or any other compensation due to the Contractor failing to earn or forfeiting award term.
- e. The maximum award term extension incentive is Sixty (60) months.
- f. The Contractor is not entitled to any cancellation charges, termination costs, equitable adjustments, or any other compensation due to the Government’s unilateral determination to not exercise any option periods.

H.14 LIMITATION OF INDIRECT COST

Notwithstanding any other clause(s) of this contract, the Government shall not reimburse the Contractor for any site specific on-site, off-site, and G&A indirect costs in excess of the indirect expense dollars derived for each of the Contractor’s fiscal years by the application of the following individual indirect cost ceiling rates to the appropriate base outlined below. The indirect cost ceiling rates are based on a [TBD - percentage of overall rate or percentage of growth for individual or groups of cost elements] basis. All indirect costs in excess of said limit(s) shall be borne by the Contractor.

A) Percentage of Overall Rate

Entity[TBD]		Indirect Cost Ceiling Rate(s) per Contractor’s Fiscal Year (1) (Years 1-5)				
Indirect Cost	Base of Application	FY[TBD]	FY[TBD]	FY[TBD]	FY[TBD]	FY[TBD]
NETL Site Specific On-Site Overhead	\$(TBD)	[TBD]%	[TBD]%	[TBD]%	[TBD]%	[TBD]%
Off-Site Overhead (Contractor’s site)	\$(TBD)	[TBD]%	[TBD]%	[TBD]%	[TBD]%	[TBD]%
G&A	\$(TBD)	[TBD]%	[TBD]%	[TBD]%	[TBD]%	[TBD]%

Entity[TBD]		Indirect Cost Ceiling Rate(s) per Contractor’s Fiscal Year (1) (Years 6-10)				
Indirect Cost	Base of Application	FY[TBD]	FY[TBD]	FY[TBD]	FY[TBD]	FY[TBD]
NETL Site Specific On-Site Overhead	\$(TBD)	[TBD]%	[TBD]%	[TBD]%	[TBD]%	[TBD]%

Off-Site Overhead (Contractor's site)	\$[TBD]	[TBD]%	[TBD]%	[TBD]%	[TBD]%	[TBD]%
G&A	\$[TBD]	[TBD]%	[TBD]%	[TBD]%	[TBD]%	[TBD]%

(1) For Contractor's FY beginning [TBD] and ending [TBD].

Or

B) Percentage of Growth for Individual or Group of Cost Elements

Entity[TBD]		Indirect Cost Ceiling Rate(s) per Contractor's Fiscal Year (1) (Years 1-5)				
Indirect Cost	Cost Element	FY[TBD]	FY[TBD]	FY[TBD]	FY[TBD]	FY[TBD]
NETL Site Specific On-Site Overhead	[TBD]	[TBD]% of growth allowed	[TBD]% of growth allowed	[TBD]% of growth allowed	[TBD]% of growth allowed	[TBD]% of growth allowed
Off-Site Overhead (Contractor's site)	[TBD]	[TBD]% of growth allowed	[TBD]% of growth allowed	[TBD]% of growth allowed	[TBD]% of growth allowed	[TBD]% of growth allowed
G&A	[TBD]	[TBD]% of growth allowed	[TBD]% of growth allowed	[TBD]% of growth allowed	[TBD]% of growth allowed	[TBD]% of growth allowed

Entity[TBD]		Indirect Cost Ceiling Rate(s) per Contractor's Fiscal Year (1) (Years 6-10)				
Indirect Cost	Cost Element	FY[TBD]	FY[TBD]	FY[TBD]	FY[TBD]	FY[TBD]
NETL Site Specific On-Site Overhead	[TBD]	[TBD]% of growth allowed	[TBD]% of growth allowed	[TBD]% of growth allowed	[TBD]% of growth allowed	[TBD]% of growth allowed
Off-Site Overhead (Contractor's site)	[TBD]	[TBD]% of growth allowed	[TBD]% of growth allowed	[TBD]% of growth allowed	[TBD]% of growth allowed	[TBD]% of growth allowed
G&A	[TBD]	[TBD]% of growth allowed	[TBD]% of growth allowed	[TBD]% of growth allowed	[TBD]% of growth allowed	[TBD]% of growth allowed

(1) For Contractor's FY beginning [TBD] and ending [TBD].

The indirect cost limitations set forth above include provisions for all known increases that will take place during the term of this contract resulting from statute, court decisions and/or written ruling or regulation by the Internal Revenue Service (IRS) or any other taxing authority. However, in the event that during the term of this contract, any other statute, court decision and/or written ruling or regulation affects the Contractor's indirect costs, the indirect cost limitations will be adjusted to the extent the Contracting Officer determines the increase or decrease, if any, said statute, court decision and/or ruling or regulation impacts the Contractor's indirect costs.

This clause shall be flowed down to all subcontracts issued under a cost reimbursement basis. The indirect rate ceilings contained in this clause shall be negotiated prior to the placement of any cost-reimbursement subcontracts not previously authorized in Part I, Section, H, "Prior Approval Requirements for Placement of Subcontracts and/or Consultants." The prime Contractor is responsible for negotiating the indirect rate ceilings and ensuring a copy is contained in the subcontract approval package submitted to the Government. However, if the subcontractor is concerned with the prime Contractor having access to company proprietary information, with permission from the prime Contractor, the required information can be submitted directly to the Government for negotiation. In this instance, the prime Contractor will forward an e-mail to the Contract Specialist stating their intention/agreement for the Government to negotiate the indirect rate ceilings. Upon completion, the Government will maintain the agreed upon rate ceilings and provide the prime Contractor with a written notification that negotiations with the subcontractor have been completed.

(J.7 ATTACHMENT C – PERFORMANCE EVALUATION PLAN (PEP))
EXHIBIT E.4 AWARD TERM – CONTRACT PERFORMANCE

AWARD TERM

Part I. INTRODUCTION

A. The initial contract term (first five (5) years of the contract **which include the 3-year base period and the two 1-year option periods**) may be extended on the basis of Contractor performance, resulting in a contract period lasting a maximum of ten (10) years from the effective date of contract award.

B. The Contractor shall earn additional term based on contract performance as evaluated in the award fee evaluation of the Performance Evaluation Plan.

1. Award term is intended to incentivize the Contractor to provide very good to excellent performance. As such, during the initial contract term (first five (5) years of the contract), the Contractor may earn up to an additional five (5) years for a total term not to exceed ten (10) years of performance. The determination of award term earned will be based on the Award Term Adjectival Rating Scale included in this section. The Award Term Adjectival Rating, which is based on the overall amount of award fee earned for each fee period (sum of fee earned for all CLINs as compared to the award fee pool for all CLINs), establishes the award term earned.

2. Award term is subject to the eligibility requirements identified in Clause F.2 of this contract.

3. Since the intent of the award term is to promote very good to excellent performance and ensure consistent performance throughout all the performance periods, the Government has identified that award term earned may be reduced or forfeited/eliminated by performance that does not consistently score within the Award Term Adjectival Rating of very good to excellent. During any of the performance periods, including those earned as award term, if the Contractor's performance scores reflect an Award Term Adjectival Rating of good, satisfactory, or unsatisfactory then award term will be reduced/forfeit by the amount indicated in the Award Term Adjectival Rating Scale of this section.

4. Award Term earned or forfeited/reduced, as a result of evaluations conducted during the initial contract term (first five (5) years of the contract), will be cumulative and incorporated into the contract by unilateral modification to the contract during the final year of the initial contract term. Award term forfeited/reduced as a result of evaluations conducted after the initial contract term (first five (5) years of the contract) will be incorporated into the contract by unilateral modification to the contract upon completion of the fee period in which a reduction is identified.

5. The performance evaluations used to determine Award Fee earned will be the same evaluations used in determining the Award Term earned or reduced. As such, the award term earned or reduced will be documented as part of the fee determination issued by the FDO.

6. Award Term forfeited/reduced will not be enforced if the Contractor has not yet earned Award Term. In the event that the Award Term forfeit/reduction is greater than the cumulative Award Term previously earned, the Award Term will only be reduced to zero (e.g. the Contractor will not be placed into a negative Award Term balance).

7. Forfeitures/reductions will only be applied against Award Term previously earned. The period of performance

identified in Clause F.1 Period of Performance (Base Period) is not subject to forfeitures/reductions of award term.

Example:

Fee Period 1 – Contractor earns 89% of the available award fee pool, then the Contractor earns an additional three month award term.

Fee Period 2 – Contractor earns 92% of the available award fee pool, then the Contractor earns an additional six month award term for a total of nine month award term earned.

The Contractor continues to earn award term throughout the remaining first five years of performance for a grand total of an additional three years and three months award term. During Fee Period 12 (during the award term earned fee period) however, the Contractor’s performance declines and the Contractor earns 60% of the available fee pool. As a result, the Contractor’s previously earned award term is reduced by three months and the contract now has a total award term earned of three years.

In a later period, the Contractor’s performance reached an unsatisfactory rating (0% of the available award fee pool). Based on this negative performance period the Government may elect to re-compete the requirement at this time and remove any or all of the award term previously earned that has not yet been completed.

Part II. AWARD TERM ADJECTIVAL RATING SCALE

AWARD TERM EARNED	AWARD TERM ADJECTIVAL RATING	DESCRIPTION
Six (6) months additional term - if rating is received during first five (5) years of contract term	Excellent (between 91% and 100% award fee earned for overall contract performance)	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Three (3) months additional term - if rating is received during first five (5) years of contract term	Very Good (between 76% and 90% award fee earned for overall contract performance)	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Three (3) months term removed (term previously earned can be removed for scores received during any evaluation period, even during term earned years)	Good (between 51% and 75% award fee earned for overall contract performance)	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Six (6) months term removed (term previously earned can be removed for scores received during any evaluation period, even during term earned years)	Satisfactory (no greater than 50% award fee earned for overall contract performance)	Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee

	performance)	evaluation period.
The Government may remove any or all award term previously earned and not yet completed	Unsatisfactory (0% award fee earned for overall contract performance)	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

J.8 ATTACHMENT D - POSITION QUALIFICATIONS

POSITION QUALIFICATIONS

NOTE: If accepted, the labor category and minimum position qualifications proposed will be incorporated into (and/or replace) the below listing.

	Historical Allocation (FTE)	DESCRIPTION
Business Manager	1	Bachelor's degree. At least five (5) years of management responsibility for an administrative staff of at least twenty (20) personnel with responsibility for providing administrative support and services to a technical or research organization (i.e., professionals, engineers, scientists, technicians, craftsmen, etc.) with at least 75 employees.
Engineer 1	5	Bachelor's degree in engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, safety, software), or related scientific/engineering field.
Engineer 2	3	Bachelor's degree in engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, petroleum, safety, software), or related scientific/engineering field. At least three (3) years of job-related experience.
Engineer 3	4	Bachelor's degree in engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, petroleum, safety, software), or related scientific/engineering field. At least five (5) years of job-related experience, or a Master's degree.
Engineer 4	10	Bachelor's degree in engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, petroleum, safety, software), or related scientific/engineering field. At least eight (8) years of job-related experience, or a Master's degree and three (3) years of job-related experience, or a Ph.D. A Professional Engineer's license may substitute for two (2) years of experience.
Engineer 5	4	Bachelor's degree in engineering (e.g., chemical, civil,

		electrical, environmental, industrial, mechanical, petroleum, safety, software), or related scientific/engineering field. At least eleven (11) years of job-related experience, or a Master's degree and 6 years of job-related experience, or a Ph.D. and three (3) years of job-related experience. A Professional Engineer's license may substitute for two (2) years of experience.
Engineer 6	6.5	Bachelor's degree in engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, petroleum, safety, software), or related scientific/engineering field. At least fifteen (15) years of job-related experience, or a Master's degree and ten (10) years of job-related experience, or a Ph.D. and seven (7) years of job-related experience. A Professional Engineer's license may substitute for two (2) years of experience.
Engineer 7	7	Bachelor's degree in engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, petroleum, safety, software), or related scientific/engineering field. At least twenty (20) years of job-related experience, or a Masters Degree and fifteen (15) years of job-related experience, or a Ph.D. and 12 years of job-related experience. A Professional Engineer's license may substitute for 2 years of experience.
Engineer 8	7	Bachelor's degree in engineering (e.g., chemical, civil, electrical, environmental, industrial, mechanical, petroleum, safety, software), or related scientific/engineering field. At least twenty-five (25) years of job-related experience, or a Masters Degree and twenty (20) years of job-related experience, or a Ph.D. and seventeen (17) years of job-related experience. A Professional Engineer's license may substitute for two (2) years of experience.
Engineering Technician 1	2	High school diploma or GED.
Engineering Technician 2	3.8	Vocational/technical training beyond high school and at least three (3) years of job-related experience or equivalent.
Engineering Technician 3	5.5	Vocational/technical training beyond high school and at least five (5) years of job-related experience or equivalent.
Engineering Technician 4	8	Vocational/technical training beyond high school and at least seven (7) years of job-related experience or equivalent.
Engineering Technician 5	3.5	Vocational/technical training beyond high school and at least ten (10) years of job-related experience or equivalent.
Engineering Specialist 1	1.5	(1) Vocational/technical school diploma or associate's degree or (2) at least two (2) years of job related

		experience.
Engineering Specialist 2	3	(1) Vocational/technical school diploma or associate's degree with at least four (4) years of job related experience or (2) at least eight (8) years of job related experience.
Engineering Specialist 3	2	(1) Vocational/technical school diploma or associate's degree with at least eight (8) years of job related experience or (2) at least twelve (12) years of job related experience.
Engineering Specialist 4	3	(1) Vocational/technical school diploma or associate's degree with at least twelve (12) years of job related experience or (3) at least sixteen (16) years of job related experience.
Environmental, Safety and Health Specialist 2	1	Bachelor's degree in an ES&H or ES&H-related field (e.g., safety, environmental science, engineering, chemistry, biology or other sciences). Three years of position-related experience. ES&H-related experience may be substituted for educational requirements.
Environmental, Safety and Health Specialist 3	2	Bachelor's degree in an ES&H or ES&H-related field (e.g., safety, environmental science, engineering, chemistry, biology or other sciences). Five (5) years of position-related experience. ES&H-related experience may be substituted for educational requirements.
Environmental, Safety and Health Specialist 5	2	Bachelor's degree in an ES&H or ES&H-related field (e.g., safety, environmental science, engineering, chemistry, biology or other sciences). Ten (10) years of position-related experience.
Environmental, Safety and Health Specialist 6 / Environmental, Safety and Health (ES&H) Manager	2	Master's, Ph.D., or equivalent degree in an ES&H or ES&H-related field (e.g., safety, environmental science, engineering, chemistry, biology or other sciences). Fifteen years of position-related experience.
Facility Maintenance Technician III	2	High school diploma or GED and specific training and thorough knowledge of facility maintenance, plus a broad knowledge of other disciplines such as general math, geometry, electronics, etc. At least five (5) years of job related experience. (Bachelor's degree in a related field may substitute for two (2) years of job-related experience.) Be able to attain site certification in heavy equipment operation.
Facility Maintenance Technician IV	1.5	High school diploma or GED and specific training and thorough knowledge of facility maintenance, plus a broad knowledge of other disciplines such as general math, geometry, etc. Seven (7) to nine (9) years of job related experience. (Bachelor's degree in a related field may substitute for two years of job-related experience.) Hold on-site certification for heavy equipment operation.
Financial Budget Analyst	3	Bachelor's degree in Business Administration or a related field and seven (7) years of job related experience or

		equivalent.
General Clerk 1	1	Knowledge of high school commercial or general courses. Up to one (1) year of related work experience.
General Clerk 2	2.5	Knowledge of high school commercial or general courses. Up to two (2) years related work experience.
General Clerk 3	1	High school diploma or GED, with a commercial or general background. Up to four (4) years of experience.
General Clerk 4	3	High school diploma or GED, with commercial or general background. More than four (4) years of experience.
Maintenance Supervisor	2	Vocational/technical training beyond high school and ten (10) years of job related experience; or equivalent experience (Three years of job-related experience may substitute for an Associate's degree in a related field). Position requires the ability to pass and maintain a Security Clearance.
Operator Mechanic	2	High school diploma or GED; practical knowledge and/or formal training in several maintenance trades. Hold required site certifications.
Plumber	1	High school diploma or GED. Qualified journeyman in accordance with union rules. Maintain certification and/or licenses required by State or local authorities.
Program/Project Administrator	2	Bachelor's degree in engineering, or related field of expertise and 10 years of job related experience or equivalent.
Program Manager	1.5	Advanced degree in a scientific, engineering, or business field with more than twenty (20) years of related work experience in the management, operation, or administration of multi-million dollar research, development, demonstration, or commercial programs, projects, and facilities; more than ten (10) years of consecutive experience in managing diverse and integrated work forces (e.g. professions, engineers, scientists, technicians, craftsmen, etc.)
Program Management Support Specialist III	4	High school diploma or GED with at least 10 years of experience in the management of administrative, computer database, and/or training systems.
Property Control Specialist 3	1	High school diploma or GED and three (5) years of inventory control or related work experience.
Property Control Specialist 4	1	High school diploma or GED and seven (7) years of inventory control or related work experience.
Quality Assurance/Control Specialist 1	1	(1) Vocational/technical school diploma or associate's degree or (2) at least four (4) years of job related experience. Auditors shall possess certified quality auditor certifications. Varying levels of certifications

		recognized through the American Society for Quality will be required.
Quality Assurance/Control Specialist 2	2	(1) Vocational/technical school diploma or associate's degree, with at least four (4) years of job related experience or (2) at least eight (8) years of job related experience. Auditors shall possess certified quality auditor certifications. Varying levels of certifications recognized through the American Society for Quality will be required.
Quality Assurance/Control Specialist 3	2	(1) Vocational/technical school diploma or associate's degree, with at least eight (8) years of job related experience or (2) at least twelve (12) years of job related experience. Auditors shall possess certified quality auditor certifications. Varying levels of certifications recognized through the American Society for Quality will be required.
Quality Assurance Manager	1.5	<p>(1) more than eight (8) years of general experience in auditing, developing, managing, and implementing QA Programs which conform to the requirements of ANSI/ASME NQA-1; and</p> <p>(2) more than five (5) consecutive years of QA management work experience in staff positions reporting to senior program managers; and</p> <p>(3) more than five (5) years of management responsibility for a staff of more than two (2) Quality Assurance auditors, inspectors, or engineers qualified to perform inspection and test per the requirements of ASME NQA-1; and</p> <p>(4) a Bachelor's degree in a scientific or engineering field.</p> <p>Auditors shall possess certified quality auditor certifications. Varying levels of certifications recognized through the American Society for Quality will be required.</p>
Scientist 1	2	Bachelor's degree in a science or science-related field (e.g., biology, chemistry, economics, geology, mathematics, physics).
Scientist 2	3.25	Bachelor's degree in a science or science-related field (e.g., biology, chemistry, economics, geology, mathematics, physics) and 3 years of job-related experience.
Scientist 3	4	Bachelor's degree in a science or science-related field (e.g., biology, chemistry, economics, geology, mathematics, physics) and 5 years of job-related experience or a Master's degree.
Scientist 4	2.5	Bachelor's degree in a science or science-related field (e.g., biology, chemistry, economics, geology, mathematics, physics) and 8 years of job-related experience, or a Master's degree and 3 years of job-related experience, or a Ph.D.
Scientist 5	6	Bachelor's degree in a science or science-related field

		(e.g., biology, chemistry, economics, geology, mathematics, physics) or related science field and 11 years of job-related experience, or a Master's degree and 6 years of job-related experience, or a Ph.D. and 3 years of job-related experience.
Scientist 6	4	Bachelor's degree in a science or science-related field (e.g., biology, chemistry, economics, geology, mathematics, physics) and 15 years of job-related experience, or a Master's degree and 10 years of job-related experience, or Ph.D. and 7 years of job-related experience.
Scientist 7	3	Bachelor's degree in a science or science-related field (e.g., biology, chemistry, economics, geology, mathematics, physics) and 20 years of job-related experience, or a Master's degree and 15 years of job-related experience, or Ph.D. and 12 years of job-related experience.
Scientist 8	7	Bachelor's degree in a science or science-related field (e.g., biology, chemistry, economics, geology, mathematics, physics) and 25 years of job-related experience, or a Master's degree and 20 years of job-related experience, or Ph.D. and 17 years of job-related experience.
Secretary 3	1	(1) Vocational/technical school diploma or associate's degree with at least eight (8) years of job related experience or (2) at least twelve (12) years of job related experience. Excellent communication and analytical skills and a working knowledge of computer system and software application programs.
Secretary 4	2	(1) Vocational/technical school diploma or associate's degree with at least twelve (12) years of job related experience or (2) at least sixteen (16) years of job related experience. Excellent communication and analytical skills and a working knowledge of computer system and software application programs.
Secretary 5	1	(1) Vocational/technical school diploma or associate's degree with at least sixteen (16) years of job related experience or (2) at least twenty (20) years of job related experience. Excellent communication and analytical skills and a working knowledge of computer system and software application programs.
<p>In addition to the historical FTE by labor category noted above, the PWS indicates that NETL may require cooperative teaming work with industry, universities and other external entities and short term technical expertise and capabilities required for enhancement of the quality, breadth, and depth of fundamental and applied research conducted. This effort is currently accomplished through the issuance of non-major/non-critical subcontracts, above the core historical FTEs. The historical estimation of this non-major/non-critical subcontract effort is \$20M per year.</p>		

L.7 ELECTRONIC SUBMISSION OF PROPOSALS

Offerors must submit their proposal in accordance with the Proposal Preparation Instruction contained herein.

Proposals and amendments of proposals shall only be accepted through FedConnect and must be received no later than **4:00 PM Eastern Time on October 1, 2015**.

Electronic files of a large size may take a considerable amount of time to upload. It is your responsibility to allow an adequate amount of time for your proposal submission.

You are strongly encouraged to submit your proposal at least 24 hours before the specified deadline in order to have time to resolve any transmission problems.

PROPOSALS, OR PROPOSAL FILES, THAT HAVE A FEDCONNECT DATE/TIME STAMP LATER THAN THE IDENTIFIED DEADLINE WILL BE CONSIDERED "LATE" AND WILL NOT BE REVIEWED OR CONSIDERED FOR AWARD. The Offeror shall be notified that their proposal was determined as being submitted late and was not further evaluated.

It is the responsibility of the Offeror, prior to the offer due date and time, to verify successful transmission.

L.20 52.233-2 SERVICE OF PROTEST. (SEP 2006)

(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 **Donald E. Hafer Jr., Contracting Officer, 3610 Collins Ferry Road MS 107, Morgantown, WV, 26507.**

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

L.30 PROPOSAL PREPARATION INSTRUCTIONS - TECHNICAL PROPOSAL VOLUME II

(a) GENERAL

- (1) Volume II – The Technical Proposal consists of written information intended to present the Offeror's understanding, capabilities, and approach to satisfy the requirements of the Performance Work Statement (PWS). The Technical Proposal should be specific and complete in every detail. The Technical Proposal should be practical and be prepared simply and economically, providing a straightforward, concise delineation of the requested information.
- (2) The Technical Proposal shall be evaluated strictly on the merit of the material submitted. The proposal shall not merely offer to perform work in accordance with the PWS but shall clearly describe the rationale and benefits of the approach proposed. The PWS provides a general description of the required work elements; therefore, simply repeating the PWS without sufficient elaboration will not be acceptable.
- (3) **No contractual cost information is to be included in the Technical Proposal.** Where estimated labor-hours and skill mixes will provide clarity, they shall be provided with no indication as to the cost (e.g. labor-hours shall be stated in direct productive labor hours (DPLH) figures only).

(b) FORMAT AND CONTENT

The following provides instructions for submitting the Technical Proposal. Information on the evaluation of the proposal is found in Section M. Failure to provide complete information may result in a lower evaluation score.

For consistency, the Offeror is instructed to use the file names specified below when submitting documents. All files must be in portable document format (i.e. ".pdf" for Adobe Acrobat (version **11.0** or earlier), ".doc or .docx")

for Word (version **2010** or earlier), or “.xls or .xlsx” for Excel files (version **2010** or earlier)).

Volume II, Technical Proposal, shall include the following components:

FILES	FILENAME
File 1: Technical Discussion	<company name>Technical.---
File 2: Subcontracting Plan	<company name>Subcontracting.---
File 3: Resumes	<company name>Resumes.---
File 4: Relevant Past Performance	<company name>Performance.---
File 5: Commitment and Intent Letters	<company name>Letters.---

The Technical Proposal (inclusive of all files not listed as exceptions) shall be subject to the following page limitations:

- File 1, Technical Discussion shall be limited to a total of 100 pages
- File 4, Relevant Past Performance – The Performance Reference Information Form (Exhibit E) is limited to the form and one additional sheet, the Past Performance Questionnaire (Exhibit D) and Environment, Safety, Health, and Quality (ESH&Q) Past Performance Information Forms (Exhibits F) are limited to the form. Relevant past performance discussion is limited to 2 pages per contract/project, per entity.

The page limits identified above do not apply to the subcontracting plan, resumes, letters of commitment, cover pages, table of contents, glossary(ies), list of acronyms, Exhibits C (Past Performance Information Questionnaire Cover Letter), D (Past Performance Questionnaire), F (Environment, Safety, Health, and Quality (ESH&Q) Past Performance Information Form completed by the Offeror and all major or critical subcontractors only), or cross reference matrix(es). Proposal pages that exceed the identified page limitation listed in this solicitation shall not be evaluated and will be removed from the end of the respective file (end of the section counting towards the page limitation; e.g. items excluded from the page limitation such as a glossary appearing at the end of the file will not be removed, only those pages that count towards the page count and that exceed the authorized limit shall be removed). In addition, information contained in any of the files (regardless of the page limitations for each file/criterion) may be taken into consideration in the evaluation of any of the criterion of the Technical Proposal.

Major or critical subcontractor: Any subcontractor proposed to perform a significant portion of a CLIN (proposed cost reimbursement or time and material type subcontract with an estimated cost in excess of \$1M per year).

All pages shall be single spaced, using 12 point font, 1" margins, and when printed will fit on size 8 1/2" by 11" paper. DOE believes a thorough and concise technical proposal can be prepared within the requested page limit. The 12 point font is mandatory to ensure readability of the proposal and is intended for the proposal body text. It is not the Government's intent to require 12 point font size in headers/footers and/or to require Offerors to redo their graphics or tables to conform to this font size. However, readability is at the risk of the Offeror and graphics/tables with less than 12 point font may not be considered in evaluation of the proposal if they are not legible and clear to the evaluator.

FILE 1: TECHNICAL DISCUSSION (<company name>Technical.---)

The Offeror's technical discussion shall be submitted as File 1 of their Technical Proposal, which has a maximum page limit of 100 pages. To help facilitate the review process, and to ensure that all review criteria are addressed, the Offeror shall use the following format when preparing the technical discussion file. The filename shall be in this format <company name>Technical.---. This format relates to the technical evaluation criteria found in Part IV – Section M. Additional headings may be included as desired.

COVER PAGE

This file shall include a cover page indicating the solicitation number, name and address of the Offeror, point of contact, telephone/FAX number/E-Mail address, title of project, and date of proposal as per FAR 52.215-1. The title

of the proposed effort should be concise and descriptive of the work to be performed. All subsequent pages shall be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number to the extent practicable.

TABLE OF CONTENTS

This technical discussion file shall include a Table of Contents to facilitate locating the elements of the proposal. All exhibits, figures and tables should be identified.

TECHNICAL DISCUSSION

In this section, the Offeror shall describe its overall approach to managing the contract and executing the PWS requirements in a way that will provide NETL with comprehensive, cost effective, quality, safe and environmentally responsible Research and Development - Implementation and Support. The discussion shall be complete in all aspects to clearly demonstrate the Offeror's understanding of the PWS elements and requirements and that the proposed management, organization, staffing and expertise will provide exceptional, quality services across the breadth of NETL's Research and Development activities. The discussion should not only address the individual aspects but also demonstrate a coordinated and integrated management approach among all elements. At a minimum, the Offeror's discussion shall include the following:

MANAGEMENT, ORGANIZATION, AND STAFFING APPROACH (Criterion 1)

The Offeror's proposal shall provide a clear vision for the delivery of research and development support to NETL and lay out its plan for implementing that vision. The Offeror shall describe and discuss the proposed approach to managing and implementing the contract as a whole, including, but not limited to, technical, administrative, business, accounting, safety, quality, etc., elements and functions required for executing the CLINs and underlying work components as they relate to the types of support identified in the PWS requirements. The Offeror shall provide a concise technical narrative that presents a clear understanding of the work's content, nature and complexity, the rationale for selection of the proposed management and organizational approach, and a description of why this approach is considered to be most effective. While serving as a guide on the technical organization within the NETL, the NETL does not view the internal organizational structure or the PWS structure as defining constructs for the proposals of management and/or organizational structures and encourages the Offeror to propose and explain management and organizational structures that will provide the most productive and cost effective implementation of the PWS over the term of the contract.

The Offeror shall provide a discussion of the management approach to ensure efficient, timely, and responsive execution of annual operating plans and cost-effective management control and oversight. The Offeror shall describe the control procedures for proper management, systems utilized, and procedures to address: cost, manpower, schedule planning and control, resource allocation, work monitoring, reporting, and quality control. Specific focus should be on existing and value-added practices that have proven effective in work efforts of similar size, scope, and geographic and technical complexity, thus providing significant avoided cost for the Government.

The Offeror shall include a description of their vision and plan to engage subcontractors and team members (if any) in the technical and management aspects of the functions of the PWS. The Offeror's management plan should address the rationale for any proposed subcontract arrangement, how quality will be controlled, how short-term support needs will be managed, how workforce levels will be managed to be responsive to the PWS requirements under changing organizational priorities and budget levels, and how cost effectiveness, cost control and timely cost reporting will be accomplished. The Offeror shall specifically describe how they will ensure that all subcontractors and team members adhere to the approaches proposed by the Offeror for implementation of technical and safety assignments deriving from the PWS and DOE orders on safety, security, foreign national participation, intellectual property, travel (especially conference travel), and release of information. If the subcontractors' approaches are to differ from that of the Offeror, explain how the separate approaches will interact and ensure compliance. The Offeror shall describe the proposed approach for making subcontracting opportunities available to small business concerns and small business sub-categories in meeting the goals established in the Offeror's subcontracting plan

(See below, File 2). The Offeror shall consider the historical subcontracting identified in Section J, Attachment D which states: “In addition to the historical FTE by labor category noted above, the PWS indicates that NETL may require cooperative teaming work with industry, universities and other external entities and short term technical expertise and capabilities required for enhancement of the quality, breadth, and depth of fundamental and applied research conducted. This effort is currently accomplished through the issuance of non-major/non-critical subcontracts, above the core historical FTEs. The historical estimation of this non-major/non-critical subcontract effort is \$20M per year.” Please note that if this effort is proposed to be accomplished by the offeror or through major or critical subcontractors then the FTEs proposed by those entities should clearly account for this effort.

The Offeror shall provide an organizational chart and narrative that describes, in detail, the proposed organizational structure for performance and management of the PWS (including subcontractors, if any), the respective roles and responsibilities for the prime and all subcontracts and the rationale for the organizational structure. Functional statements and descriptions detailing work functions, roles and responsibilities of each organizational element within the structure shall be provided, with an emphasis on how these elements support execution of the PWS. The chart and narrative shall clearly describe the management structure for oversight of the CLINs and underlying work elements issued under this contract. The organizational chart/discussion shall include position titles, NETL site location where each position will be located, company affiliation, lines of authority of all proposed management staff and the types of skill mixes that they will be responsible for supervising. A description of the lines of communication within each unit shall be provided and responsibility for requesting and assuring support between units of the proposed project structure and from other elements of the company must be shown in relation to the requirements of the primary service areas identified in the PWS. The Offeror shall provide a discussion of its approach to communicating and coordinating within its teaming organization, with NETL contract and technical managers, and with other organizations at NETL; perceived obstacles and how these will be overcome shall also be addressed. The discussion should be in the context of a multi-organization team working with other site support Contractors at NETL. The Offeror shall describe their approach to creating the work breakdown structure (WBS) including the definition and implementation of the WBS elements. The discussion shall describe the approach to annual operating plan proposal procedures; internal work authorizations; progress monitoring; progress and financial reporting; quality control; and project control procedures including the control of hazards and environmental impacts.

The Offeror shall describe its proposed staffing approach to provide diversity of technical expertise, ensure flexibility in the work force and capability to respond to evolving program initiatives. The discussion should address the proposed labor mix, including subcontractors, of the contract workforce, on-site and off-site (~90% on-site), to complete all the requirements of the PWS. The Offeror shall describe its plan to develop a highly skilled and flexible workforce that can adjust (attract, retain and release) in order to meet the management, research and technical support requirements of the work described in the PWS as they are applied to a dynamic research portfolio. The staffing plan shall address the approach to ensuring staff commensurate with the localized work requirements are available at all NETL locations. The Offeror shall discuss its plans for obtaining technical expertise that is outside the current organization and may be required for new program initiatives described in annual operating plans. The discussion should also address how the Offeror will incorporate this work into their current workload and accommodate the anticipated organizational growth that is likely to be required as a result of this contract.

The Offeror shall include a description of the approach for planning and staffing of a transition plan and transfer of duties from the incumbent Contractor(s), with minimal disruption to ongoing work and activities at NETL. The Offeror shall describe its Human Resource approach, the manner in which it proposes to fill the staffing positions and anticipated uncertainties to achieve successful transition. For discussion purposes, the Offeror should assume a nominal 90-day transition period consisting of approximately 30 days prior to the effective date of the contract and no more than 60 days after the effective date.

The proposal shall provide a detailed discussion of the Offeror’s approach to developing, implementing, and managing Environmental, Safety and Health (ES&H) and Quality Assurance (QA) programs. This shall include a discussion on assisting NETL in maintaining its ISO 14001 status, Integrated Safety Management (ISM) and Quality Control processes. Included shall be a discussion detailing the Offeror’s approach to quality assurance and how it will interface and complement NETL’s quality programs. The approach(es) and supporting discussion must be compliant with NETL Order 414.1, Quality Management System Program Plan and NETL Order 450.4,

Environmental Safety and Health Communications Plan.

CAPABILITIES AND EXPERIENCE (Criterion 2)

The Offeror shall provide a description and discussion of the organizational experience, expertise, capabilities and qualifications being offered to perform and manage the work identified in the Performance Work Statement (PWS). The Offeror shall describe prior experience, expertise and capabilities in performing relevant work similar in size (dollar value, staffing levels), scope (type and nature of work), and complexity (duration, and/or risk) to the work described in the PWS. The discussion shall include the organization's technical experience and capabilities related to the PWS and fossil energy R&D, with particular focus on the current NETL R&D portfolio, as well as the management/administrative expertise and knowledge required to provide effective oversight and management of the contract as a whole. The discussion of organizational capabilities shall include a delineation of experience, knowledge, databases and specialized tools or systems deemed to be necessary to perform the work elements contained in the PWS. The discussion shall emphasize organizational capabilities and experience directly related to implementing the three contract CLINs (CLIN 1 – NETL ORD Cross-Cutting Support, CLIN 2 – Research and Development, and CLIN 3 – Work for Others and Related Support) and the associated general work functions (Research Services, Research Infrastructure Support, Environment, Safety & Health Quality Control (ES&HQC) Support, and Logistical and Technical Coordination Support) specified in the PWS.

The Offeror shall submit information regarding its experience as well as relevant organizational experience, expertise, capabilities and qualifications for proposed subcontractors, partners or team members. This information shall be provided in sufficient detail to clearly identify and define the portions and scope of work to be performed by each entity.

KEY PERSONNEL/ESSENTIAL PERSONNEL (Criterion 3)

The Offeror shall identify their key personnel and essential personnel (managerial and technical) (see below) that are considered necessary to performance on this contract. The Offeror shall discuss the qualifications and experience of key and essential personnel to accomplish the Performance Work Statement (PWS); this shall include the personnel's relevant education, experience, and professional development that encompass pertinent skills, years of experience and training. The Offeror shall provide documented background of work experience in areas relevant to that required by the PWS with specific emphasis on the last 10 years, and how this experience will be used to support NETL. If subcontracting (or teaming) is anticipated, the Offeror shall discuss, in the same level of detail as indicated above, the potential subcontractors' (team members') key and essential personnel. Resumes of these individuals shall be included in File 3 and letters of commitment and intent shall be included in File 5. Resumes shall clearly demonstrate the qualifications relative to the proposed job function and not simply list prior work positions and locations of the individual. Key and essential personnel should demonstrate a clear commitment to the contract.

Key Personnel: Key personnel are those personnel that will be incorporated into Part I, Section H, "Key Personnel/Program Manager." The Offeror shall provide detailed information on the proposed key personnel, including organizational job titles. Examples of key personnel would be the Program/Contract Manager and the Business Manager, but may include other senior managers and personnel critical to the overall success of the contract. Because key personnel are important to decisions concerning the contract selection, and operation, the Offeror shall discuss its willingness to commit key personnel to this contract for a minimum of twenty-four (24) months after contract award. The Offeror shall provide Letters of Commitment/Intent (File 5) for those persons designated to fill key positions. In the event any of the key personnel will not be committed full time to this contract, the reasons should be stated. The Offeror should describe its ability and process to expeditiously replace key personnel, as necessary, with individuals of comparable quality and experience.

At a minimum, the following Key Personnel shall be proposed and candidates shall meet the minimum qualifications identified. If the Offeror proposes a single individual to fill more than one Key Personnel position or multiple individuals to fill one Key Personnel position, then the Offeror must clearly explain the benefits and rationale for this approach.

- Program/Contract Manager
- Business Manager

In addition to the above stated minimum Key Personnel positions, the Offeror may propose other positions that are critical to the overall performance of the contract and that meet the requirements of Key Personnel.

Proposed Key Personnel who do not meet the minimum qualifications identified in this solicitation may be identified as a weakness or significant weakness in evaluation of the proposal.

Essential Personnel: Essential personnel are those individuals that have specialized skills, knowledge and experience that are required to execute specific work functions and are considered to add significant value to the success of the contract (e.g. senior or mid-level technical managers). Because essential personnel are important to decisions concerning the contract selection and operation, the Offeror shall discuss its willingness to commit essential personnel to this contract, for a minimum of 12 months after contract award or longer. The Offeror shall provide Letters of Commitment/Intent (File 5) for those persons designated to fill essential positions. As it is likely that some essential personnel will not be committed full time to this contract and some may be specialized consultants, these instances should be identified and the rationale for commitments should be clearly stated. The Offeror should describe its ability and process to expeditiously replace essential personnel, as necessary, with individuals of comparable quality and experience.

Major or Critical Subcontractor(s): Letters of commitment from all major or critical subcontractors shall demonstrate their firm commitment to performing under this contract and describe the priority of this effort within its organization. The letter of commitment related to major or critical subcontractor(s) shall clarify that the business entity intends to perform as a major or critical subcontractor to (insert Offeror's name) for the five year period of performance of the contract. All letters of commitment shall be signed by individuals authorized to bind their individual organization and be submitted in .pdf format. Failure to submit the required letter of commitment for any major or critical subcontractor may result in the Offeror receiving a lower rating for Criterion 3.

FILE 2: SUBCONTRACTING PLAN (<company name>Subcontracting.---) (Included in Criterion 1)

In accordance with Section I clause, "FAR 52.219-9, Small Business Subcontracting Plan," an acceptable Small Business Subcontracting Plan is required prior to contract execution. This Subcontracting Plan is not required for small business entities or entities that do not plan to have any subcontracting opportunities. The Subcontracting Plan is not included in the Technical Proposal page limitation. The Subcontracting Plan will be evaluated as part of Criterion 1, Management, Organization and Staffing Approach. The Subcontracting Plan shall be submitted as File 2 of the Technical Proposal. The filename shall be in this format <company name>Subcontracting.---

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

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

FY 2013 Goals		
	Prime Goals	Sub Goals
Small Business (SB)	7.0%	52.0%
Women Owned Small Business (WOSB)	5.0%	5.0%
Small Disadvantaged Business (SDB)	5.0%	5.0%
Service Disabled Veteran	3.0%	3.0%

Owned Small Business (SDVOSB)		
HUBZone	3.0%	3.0%

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 Subcontracting Plan shall also contain the terms in DEAR 970.1907-4, including the annual negotiation of the goals when revised funding levels are determined.

Each Offeror shall consider the materials and supplies number (provided by the Government in the cost exhibits of this RFP), and the historical subcontract costs (provided by the Government in Section J, Attachment D of this RFP) when developing the small business subcontracting plan. Each plan shall at a minimum include these costs if planned to fulfill the requirement through subcontracting as well as the amounts associated with major or critical subcontractors proposed.

FILE 3: RESUMES (<company name>Resumes.---) (In Support of Criterion 3)

Resumes shall be submitted as File 3 of the Technical Proposal. The filename shall be in this format <company name>Resumes.---. Resumes shall be provided for all key/essential personnel of the Offeror’s Technical Proposal. Resumes are not included in the page limitation.

COVER PAGE

The Resume file shall include a cover page indicating the solicitation number, name and address of the Offeror, point of contact, telephone/FAX number/E-Mail address, title of project, and date of proposal as per FAR 52.215-1. All subsequent pages shall be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number to the extent practicable.

TABLE OF CONTENTS

The Resume file shall include a Table of Contents to facilitate locating the elements of the proposal.

RESUMES

The Offeror shall provide resumes for all Key and Essential Personnel committed to the contract; do not provide resumes of non-key/non-essential personnel. Each resume shall describe the education, technical expertise, and relevant experience of Key/Essential Personnel on work similar to the work identified in the PWS and should be commensurate with the proposed position. These are to be demonstrative type resumes and not simply list previous positions and work locations of the individual. Resumes shall describe how work experience relates to contract scope and the individual's capability to function effectively in the proposed position. The resume should not just identify where the person has worked, it should also describe the type of work performed and indicate the advancements, education, personal accomplishments, pertinent publications, and qualifications relevant to the position for which the applicant is proposed. The resume should answer the question, “How does my experience qualify me for the proposed position under this contract?”

The resume shall be in the following format:

NAME: Individual’s full name

PROPOSED POSITION: Title and Description

ORGANIZATION AFFILIATION: Specify whether Offeror’s Organization, Subcontract, or Team/Partner

EXPERIENCE: Provide a summary of the overall relevant experience and capabilities applicable to the work identified in the PWS. List specific examples of work performed, accomplishments, achievements, responsibilities and authority gained.

EDUCATION: Identify institution, degree or certificate earned, and dates. Only degrees from accredited institutions shall be cited. Degrees from institutions that are not accredited will not be considered.

PROFESSIONAL AND/OR TECHNICAL TRAINING: For each relevant training course cited, list the title of the training, the training institution, the date of the training, and any special certifications or licensing received for the training.

PROFESSIONAL REGISTRATION/CERTIFICATION: Identify professional membership, special training, professional registrations, awards, etc. For each relevant professional registration/certification, list Title, State/Society, Year, and a brief statement detailing activities/accomplishments.

LIST OF PERTINENT PUBLICATIONS, HONORS, AWARDS, AND OTHER ACHIEVEMENTS: Provide a brief statement detailing relevant accomplishments, publications, awards, honors, etc.

FILE 4: RELEVANT PAST PERFORMANCE (<company name>Performance.---) (Criterion 4)

The Offeror's Relevant Past Performance shall be submitted as File 4 of the Technical Proposal. The filename shall be in this format <company name>Performance.---. The following page limitations apply for Relevant Past Performance:

- Performance Reference Information Form (Exhibit E) is limited to the form and one additional sheet.
- Past Performance Questionnaires (Exhibit D) and Environment, Safety, Health, and Quality (ESH&Q) Past Performance Information Forms (Exhibits F) are limited to the form.
- Relevant past performance discussion is limited to 2 pages per contract/project, per entity.

The Past Performance Questionnaires that are completed by the reference point(s)-of-contact are not subject to the Section L provision entitled "52.215-1 Instruction to Offerors – Competitive Acquisition" related to late proposals. However, all other performance information (e.g. performance reference information form, relevant past performance discussion, ESH&Q Past Performance Information Forms that are completed by the Offeror and/or major or critical subcontractors, etc.) not received by the deadline will be considered late and may result in the Offeror receiving a lower score for this criterion.

To help facilitate the review process and to insure addressing all the review criteria, the Offeror shall use the following format when preparing File 4.

COVER PAGE

This file shall include a cover page indicating the solicitation number, name of the Offeror, and file name. All subsequent pages shall be appropriately numbered and identify the solicitation number and the name of the Offeror.

TABLE OF CONTENTS

This file shall include a Table of Contents to facilitate locating the elements of the proposal.

RELEVANT PAST PERFORMANCE

The Offeror shall provide no more than three contracts for similar services that have been active (excluding closeout activities) during the past five years, prior to closing date of this solicitation, to be evaluated as relevant past performance. If the Offeror is a new business entity, subsidiary, teaming arrangement (Limited Liability Corporation (LLC) or Joint Venture (JV)), then the Offeror shall provide no more than three (3) contracts for each of the member organizations making up the Offeror's business unit (e.g., two team members join together to form a JV then each member of the JV shall provide no more than three contracts, for a total of six in this example, and submit those for consideration). In addition to the three contracts submitted for the Offeror organization, the Offeror shall provide no more than three contracts for similar services that are active or have been completed during the past five years, prior to the closing date of this solicitation, for each major or critical subcontractor proposed to perform under any of the Contract Line Items (CLINs) or expected to perform on the CLINs of this contract (e.g. prime contractor shall have up to three contracts identified relevant to the work it plans to perform, major or critical subcontractor A shall have up to three contracts identified relevant to the work it plans to perform, major or critical subcontractor B shall have up to three contracts identified relevant to the work it plans to perform for a total of (including the Offeror's) not more than nine contracts identified for this example.)

The Offeror and all major or critical subcontractors shall describe their past performance in performing relevant work (similar in size, scope, and complexity) to that described in the PWS. Relevant past performance shall be similar in size (dollar value or staffing levels), scope (type and nature of work), and complexity (duration, and/or risk) to the work described in the PWS (all three must be similar in order to be considered relevant). The Offeror shall include a rationale of how they determined each referenced contract to be similar in size, scope, and complexity. To be considered recent past performance the contract shall either be currently active or completed within the past five years, from the closing date of this solicitation. The Offeror and all major or critical subcontractors bear the burden of demonstrating the relevancy of their past performance information.

The Offeror and all major or critical subcontractors shall provide Exhibits C, D, and E for each contract or project cited, to the appropriate point of contact for that contract or project. The reference point of contact for each contract or project should complete and submit the Past Performance Questionnaire (Exhibit D) (completed by the reference point-of-contact) directly to the Contracting Officer identified in the Past Performance Information Questionnaire cover letter, prior to the closing date of the RFP. Past Performance Questionnaires (completed by the reference point-of-contact) not submitted in this manner shall not be considered. The contract or project 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.

Exhibit	Item	Purpose	Completed By:
E	Performance Reference Information Form	Identifies information on the contract or project for which relevant past performance information is being collected.	The Offeror and all major or critical subcontractors.
C	Past Performance Information Questionnaire Cover Letter	Informs the identified reference that past performance information is being collected and identifies who past performance information is being collected on and the address and completion date for submission.	The Offeror and all major or critical subcontractors complete the information in the exhibit and provide it to the identified reference along with the appropriate relevant past performance forms. NOTE: The identified reference does not need to include this exhibit back to the Government when submitting the relevant past performance forms.
D	Past Performance Questionnaire	Collects past performance information on the contract or project cited.	The identified references specific to the contract or project cited for the references complete and return directly to the Government as instructed in the cover letter.
F	Environment, Safety, Health, and Quality (ESH&Q) Information Form (completed by the Offeror and all major or critical subcontractors only)	Collects ESH&Q past performance from the Offeror and all major or critical subcontractor's on their business experience as a whole.	The Offeror and all major or critical subcontractors.

In addition, the Offeror and all major or critical subcontractors shall submit the following relevant past performance information to supplement the information collected in Exhibit E, Past Performance Reference Information Form:

- clearly indicate if the work was performed as the Prime or as a subcontractor
- list of major subcontractors and their specific role and responsibility in the project;
- period of performance: start date and end date;
- places of performance (city, state, country) if different than the location identified in block 2 of the reference information form;
- staffing level;
- types of deliverables; and
- information on problems encountered on the identified contracts and subcontracts and the corrective actions taken to resolve those problems.

Offerors and all major or critical subcontractors should not provide general performance information on the identified contracts as this information will be obtained from the references. The Government may contact some or all of the references provided as well as other sources to obtain past performance information to be evaluated. References other than those identified by the Offeror and major or critical subcontractors may be contacted by the Government and used in the evaluation of past performance. The Government may obtain information from federal databases regarding past performance and use that information in its evaluation.

Due to the nature of Environment, Safety, Health, and Quality (ESH&Q) past performance, ESH&Q information is considered for each entity as part of its business experience as a whole and is not limited to only relevant contracts. Therefore, ESH&Q incidents and/or statistics related to the business entity may be considered even if it is from a contract for which the scope, size, or complexity was not relevant for consideration of contract specific past performance.

FILE 5: COMMITMENT LETTERS (<company name>Letters.---) (In Support of Criterion 3)

Letters of commitment/intent shall be submitted as File 5 of the Technical Proposal. The filename shall be in this format <company name>Letters.---. Letters of commitment/intent are not included in the page limitation.

COVER PAGE

The Letter file shall include a cover page indicating the solicitation number, name and address of the Offeror, point of contact, telephone/FAX number/E-Mail address, title of project, and date of proposal as per FAR 52.215-1. All subsequent pages shall be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number to the extent practicable.

TABLE OF CONTENTS

The Letter file shall include a Table of Contents to facilitate locating the elements of the proposal.

COMMITMENT LETTERS

1. Key Personnel - Letters of commitment for Key Personnel shall demonstrate their availability, priority of this effort within their organization, and commitment to the contract for a minimum of twenty-four months. The letters of commitment shall also specify the percentage of time each of the key personnel will dedicate to the contract. For those individuals who are not already employees of the proposing organization, the letter of commitment shall demonstrate their availability and willingness to accept the position proposed and remain committed to the contract for a minimum of twenty-four months. All letters of commitment shall be signed and be submitted in .pdf format. Failure to submit the required Letter of commitment for any Key Personnel may result in the Offeror receiving a lower rating for this criterion.

2. Major or Critical Subcontractor(s) – Letters of commitment from all major or critical subcontractors shall demonstrate their firm commitment to performing under this contract and describe the priority of this effort within its organization. The letter of commitment related to major or critical for subcontractors shall certify that the business entity intends to perform as a major or critical subcontractor to (insert Offeror's name) for the five year period of performance of the contract. All letters of commitment shall be signed by individuals authorized to bind their individual organization and be submitted in .pdf format. Failure to submit the required Letter of commitment for any major or critical subcontractor may result in the Offeror receiving a lower rating for this criterion.

3. Essential Personnel – Letters of commitment for Essential Personnel (non-Key Personnel) shall demonstrate their availability and specify the time they will remain committed to the contract (minimum of twelve months). The letters of commitment shall also specify the percentage of time each will dedicate to the contract. For those individual who are not already employees of the proposing organization, the letter of commitment shall demonstrate their availability and willingness to accept the position proposed and the specified time they will remain committed to the contract (minimum of twelve months). All letters of commitment shall be signed and submitted in .pdf format. Failure to submit the required letter of commitment for any proposed/named essential personnel may result in the Offeror receiving a lower rating for this criterion.

L.31 PROPOSAL PREPARATION INSTRUCTIONS - VOLUME III COST PROPOSAL

(1) General: The following instructions are provided to assist in the preparation of a comprehensive fully-supported cost proposal. The cost proposal is not subject to page limitations. Information on the evaluation of the cost proposal is found in Section M. Inadequate proposals may be rejected by the Contracting Officer and; therefore, not considered for award.

For each major or critical subcontractor (as defined below), other than certified cost and price data/information shall be required and furnished in the same format and level of detail as prescribed herein for the Offeror. (Note – certain items are to be proposed only by the prime Offeror (e.g., award fee, materials/supplies, subcontracts, travel and training.) It is the responsibility of the prime Offeror to ensure that the major or critical subcontractor does not include these items in their cost exhibits). It is recommended that the Offeror provide these instructions for the cost proposal preparation to all major or critical subcontractors. If a major or critical subcontractor desires not to disclose proprietary information (e.g., indirect rates, limitations on indirect costs, etc.) to the Offeror then the major or critical subcontractor may provide the Offeror with non-proprietary (roll up or loaded) costs and submit the required detailed cost information separately in FedConnect (directly to the Government). **In the event that a major or critical subcontractor fails to provide other than certified cost and price data/information in sufficient detail in order to be fully evaluated, the rolled up summary information included in the offeror's cost proposal will be used for evaluation purposes, and the proposed major or critical subcontractor will not be pre-approved for subcontracting in accordance with Clause H.11 Prior Approval Requirements for Placement of Subcontracts and/or Consultants. In addition, if a major or critical subcontractor does not provide limitations on indirect rates, then it will not be pre-approved for subcontracting.**

(2) Definitions: Refer to FAR Part 31, Contract Cost Principles and Procedures, for definitions of cost elements. In addition, the following terms are defined for use in preparing a cost proposal under this RFP.

- a. **Collective Bargaining Agreement (CBA)** – Negotiated with a union to establish the terms and conditions (includes labor rates and benefits) for union covered positions. CBAs supersede a Department of Labor (DOL) wage determination (WD) for the covered position(s) and establish the minimum wages and benefits to be paid for the covered position(s).
- b. **Cost Exhibits:** Cost Exhibits are the required format (except as noted herein) for the development of the cost proposal detail. The information requested in the Cost Exhibits includes the other than certified cost and pricing data necessary for complete evaluation of the proposal.

- c. Cost Discussion: The narrative support for the other than certified cost and pricing data that provides the assumptions/contingencies/rationale used in developing the proposed costs/price and the basis for the cost/price estimate for each element, that is, how the labor rates were developed, how indirect rates were developed and calculated, etc.
- d. Direct Productive Labor Hours (DPLH): The estimated number of productive labor hours (to perform the work) that are charged directly.
- e. Exempt: An employee who is exempt from the provisions of the Fair Labor Standards Act.
- f. Facilities Capital Cost of Money (FCCOM): Refer to 48 CFR 9904.414--Cost Accounting Standard—Cost of Money as an Element of the Cost of Facilities Capital.
- g. Full Time Equivalent (FTE): An FTE is considered a 100% dedicated individual performing on a full time basis with all hours performed on this contract. For example, an FTE employee may equate to 1860 DPLH and 220 non-productive labor hours (total 2,080 labor hours).
- h. Key Personnel: Key Personnel are employee(s) considered essential to the successful accomplishment of the work to be performed under the contract. Key Personnel will be incorporated into Part I, Section H, clause “Key Personnel/Program Manager” and be subject to Part II, Section I, clause “DEAR 952.215-70 Key Personnel.”
- i. Labor Hours: The total number of hours that can be worked based on a typical work schedule. For example, the annual labor hours may be expressed as 52 weeks X 40 hour work week = 2,080 labor hours.
- j. Major or critical subcontractor: Any subcontractor proposed to perform a significant portion of a CLIN (proposed cost reimbursement or time and material type subcontract with an estimated cost in excess of \$1M per year).
- k. Most Probable Cost: Expected cost (cost reimbursable effort only) to the Government after consideration of any upward or downward adjustments to the proposed cost (excluding fee) to realistic levels based on the results of a cost realism analysis.
- l. Non-exempt: An employee who is covered by the provisions of the Fair Labor Standards Act.
- m. Non-Productive Labor Hours: The estimated number of non-productive labor hours (e.g. vacations, holidays, sick leave, etc.) that are charged indirectly.
- n. Off-Site: Includes any location not on one of the NETL sites as defined in on-site below.
- o. Off-Site Overhead Rate: The indirect rate used for work performed at off-site location(s).
- p. On-Site: Federally-owned NETL sites at Albany, Oregon; Morgantown, West Virginia; and/or Pittsburgh, Pennsylvania and/or Government-leased property in Fairbanks, Alaska; Sugar Land, Texas, and Morgantown, West Virginia (referred to as the Research Ridge complex which is immediately adjacent to the NETL Morgantown boundary).
- q. On-Site (NETL Specific) Indirect Rate: The indirect rate used for work performed at on-site NETL location(s) which includes the entire expected costs of the Project Management Office (PMO).
- r. Period of Performance: The starting and ending date for the prescribed services as defined in Section F.

- s. Performance Work Statement (PWS): The performance based work statement used to identify the work requirements.
- t. Project Management Office (PMO): Key Personnel and administrative support personnel (including those located on-site) required in performance of this contract. For the purposes of this contract, administrative support includes business office administrative support responsible for drafting invoices, subcontracts, and contract reports (e.g., Cost Management Report, Invoice Detail, EEO compliance, etc.), and office managers/secretarial staff. PMO expenses are captured indirectly in the on-site (NETL Specific) indirect rate.
- u. Total Evaluated Price: The total evaluated price is the sum of the most probable cost plus the proposed maximum award fee for the base and all award term periods.
- v. Wage Determination (WD): WDs issued by the Department of Labor (DOL) to establish the minimum prevailing wages and associated benefits (by geographic location) for employees covered by the Service Contract Act (SCA).
- w. Limitation on Indirect Rates: The Offeror is required to provide limitations for all indirect rates proposed (excluding separately applied fringe benefit rates) and for all potential contractor fiscal years for the potential ten (10) year contract period (inclusive of the potential 5 year award term period). The indirect rate ceilings of the Offeror may be used by the Government in developing the most probable cost analysis.
- (3) Certified Cost and Pricing Data: The Contracting Officer has determined that certified cost and pricing data is not required for this RFP. However, in accordance with FAR 15.403-3 and 15.403-5, information other than certified cost and pricing data is required to accurately evaluate the proposals received. Therefore, other than certified cost and pricing data (including supporting documentation/attachments) shall be submitted in accordance with the cost proposal preparation instructions/format provided herein.
- (4) Content: The cost proposal (inclusive of other than certified cost and pricing data) shall consist of the following:
- Contract Pricing Proposal Cover Sheet
 - Cost Exhibits inclusive of:
 - Estimated cost plus award fee (CPAF) to perform the work set forth in the performance work statement (PWS) by year for the base and potential award term period for each identified CLIN (Transition CLIN is not to be fee bearing)
 - Escalation Rate(s)
 - Indirect rates (e.g. fringe benefits, on-site (NETL Specific) overhead, off-site overhead, General and Administrative (G&A), and any other indirect rates proposed by the Offeror and/or major or critical subcontractors)
 - Limitations on indirect rates (e.g. indirect rate ceilings)
 - Key Personnel labor and relocation costs
 - Cost Discussion
 - Indirect Rate Agreement(s), as applicable

All of the cost and fee information shall be proposed in accordance with the Offeror's and/or major or critical subcontractors established accounting and estimating practices.

None of the cost/price information contained in Volume III should be included in any other proposal volumes unless specifically requested in the RFP (e.g. Maximum award Fee and Limitations of Indirect Rates for the Offeror are requested as part of Volume I, "Fill in of Contract Clauses", and staffing direct productive labor hours (DPLH)/full-time equivalent (FTE) information may be necessary in Volume II, Technical Proposal but the technical proposal shall not contain any associated cost/price information).

- (5) Modification(s) to the Cost Proposal: If applicable, any modification to the cost proposal shall clearly indicate the cost impact of the modification in the same level of detail shown in the original proposal. Any modification to the cost proposal shall be clearly identified.
- (6) Exceptions and Deviations: Identify and explain (including the benefit to the Government) any exceptions and/or deviations taken to the cost proposal preparation instructions for this RFP or to any other part of this RFP, which could have an impact on the cost proposal in the Administrative Discussion (File 5) required under Volume I, Offer and Other Documents.
- (7) Adjustments: In the event the cost proposal does not adhere to these cost proposal preparation instructions but is not so deficient to be determined non-responsive, treatment during evaluation will be subject to the following:

Other than certified cost and pricing data will be used to determine if the proposed costs (inclusive of escalation and indirect expenses) are reasonable, realistic and complete. The Government may make upward or downward adjustment of the proposed cost (excluding fee) to realistic levels based on the cost realism evaluation in the determination of most probable cost. For example, if the proposed labor rates are not realistic for the proposed approach (e.g. labor rates for SCA covered positions do not equal or exceed the established WD, or CBA labor rates for incumbent employees are not consistent with the seniority of the incumbent employees, without sound rationale provided for in the respective Cost Discussion), they will be adjusted accordingly in the determination of most probable cost. It is further noted that for purposes of determining most probable cost, any upward adjustment to the proposed on-site (NETL specific) overhead and G&A rates (or other indirect rates), based on the cost realism evaluation, will not result in rates that exceed the proposed ceiling rates (limitation of indirect rates). In addition, it is noted that the Government may use the ceiling rates (limitation of indirect rates) for the Offeror in the development of the most probable cost. Consequently, the failure to provide ceiling rates may result in an upward adjustment of costs.

While fee is not subject to adjustment in the determination of the most probable cost based on percentage of adjusted costs, fee will be adjusted (only) in the event that fee is proposed on elements that have been identified as not fee bearing (e.g. fee applied to transition, travel or training costs).

(8) Format

For consistency, the Offeror and all major or critical subcontractors submitting separately are instructed to use the file names specified below. Filename extensions shall clearly indicate the software application used for preparation of the documents, i.e. ".pdf" for Adobe Acrobat (version **11.0** or earlier), ".doc or .docx" for Word (version **2010** or earlier), or ".xls or .xlsx" for Excel files (version **2010** or earlier).

Volume III, cost proposal, shall include the following components:

MANDATORY FILES	FILE NAME*
File 1 Contract Pricing Proposal Cover Sheet	<company name>File 1 Cover Sheet.---
File 2 Cost Exhibits A through D	<company name>File 2 Cost Exhibits.xls
File 3 Cost Discussion	<company name>File 3 Cost Discussion.---

The following file is required if the Offeror and/or major or critical subcontractors have an Indirect Rate Agreement.

File 4 Indirect Rate Agreement	<company name>File 4 Rate Agreement.---
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*For major or critical subcontractor submissions being submitted separately, both the Offeror and the major or critical subcontractor company names should precede the specified file name, example <company name>< major or critical subcontractor name>File 1 Cover Sheet.---

File 1 – CONTRACT PRICING PROPOSAL COVER SHEET (<company name>File 1 Cover Sheet.---

Submit one fully executed Contract Pricing Proposal Cover Sheet as File 1 of the cost proposal. Ensure the total proposed cost/price is reflected in block 6 and the cost/price breakdown for each CLIN is identified in block 8 consistent with the cost/price proposed in the Cost Exhibits. The Contract Pricing Proposal Cover Sheet (NETL F 534.1-1) is available for downloading on NETL's homepage at: http://www.netl.doe.gov/business/forms/534_1-1.pdf.

File 2 – MANDATORY COST EXHIBITS A through D (<company name>File 2 Cost Exhibits.---

Submit Cost Exhibits as File 2 of the cost proposal. To help facilitate the review process and to ensure that sufficient information is received to address all the review criteria, Cost Exhibits shall be generated using the format provided in Section L, Exhibit 40b except as specifically noted below and adhere to the information provided herein. Insert additional rows as needed. Do **NOT** adjust or remove the header that has been included in the Cost Exhibits.

Cost Exhibits shall be working Excel versions including formulas and computations. **Do not provide spreadsheets where formulas cannot be viewed, such as macros.**

For the purposes of the cost proposal submitted in responses to this RFP, assume 100% of the DPLH will be performed on-site at the NETL locations specified. That is, do not apply proposed off-site rates to any of the work proposed.

Refer to Section H, clauses "Use of Government Owned Equipment/Facilities" and "Government Provided Services" for identification of items being furnished by the Government (e.g. office spaces, office/work area furniture, local area network services, parking facilities, etc.).

Final monetary extensions shall be expressed in whole dollars only. In the event that cents are reflected on the Cost Exhibits, the Government will round up to the nearest dollar for evaluation purposes.

The Cost Exhibits shall be immediately printable and readable on standard 8 ½ by 11 inch or legal 8 ½ by 14 inch paper.

Offeror Only - If major or critical subcontractors are proposed, the Offeror shall indicate the total cost (Exhibit A) and the total cost, estimated by month (Exhibits B1, B2, and B3), on a separate line (following the Cost Exhibit format) in the Offeror's Cost Exhibits for each major or critical subcontractor proposed. NOTE: While the summary total cost for the major or critical subcontracts placeholder in the Cost Exhibits has been included in the Direct Labor section (after application of on-site overhead); the cost is intended to reflect the total amount (inclusive of subcontracts/consultants and indirect expenses) of the major or critical subcontractor (i.e., not just the direct labor). Offerors should move the major or critical subcontractor summary total cost to the appropriate area in their Cost Exhibits (e.g. A, B1, B2, and B3) to be consistent with their accounting system/practices. For example, if on-site (NETL specific) overhead is applied to major or critical subcontract costs, the major or critical subcontract line would precede the on-site (NETL specific) overhead or if major or critical subcontracts would be captured in the Offeror's accounting system as an Other Direct Cost (ODC), the major or critical subcontractor summary total cost line would be moved to the Subcontracts/Consultant section, ensuring that each major or critical subcontract cost is listed on a separate line as well as segregated from other subcontract costs/prices. In addition, if major or critical subcontractors submit the required detailed cost information directly to the Government, the Offeror is responsible for reviewing the non-proprietary (roll up or loaded) proposed costs for completeness and reasonableness and for ensuring that the information submitted separately by their major or critical subcontractors is consistent with the amounts shown in the Offeror's cost proposal. Any differences/deviations between the major or critical subcontractor's information and that included in the Offeror's proposal shall be clearly described in detail in the Offeror's Cost Discussion. In the event that

differences/deviations are not explained or identified, treatment during evaluation will be subject to the process described above in the adjustment section.

Exhibit A -- Summary Costs/Prices by CLIN

Exhibit A shall be utilized to provide a summary schedule (by individual cost element) of the total proposed cost/price for each CLIN. If Facilities Capital Cost of Money (FCCOM) is proposed, insert an additional row in the Cost Exhibits to reflect FCCOM on a separate line. Ensure the values reflected in the summary schedule (Exhibit A) match the proposed costs/prices identified in Exhibits B1 through B3.

Exhibit B1, B2 and B3 -- Detailed Costs/Prices for each CLIN

Exhibits B1, B2, and B3 shall be utilized (except as noted herein) to propose costs/prices (by individual cost element) for each CLIN consistent with the proposed technical approach and the specified period of performance. If Facilities Capital Cost of Money (FCCOM) is proposed, insert an additional row in the Cost Exhibits to reflect FCCOM on a separate line. NOTE: Exhibits B1, B2, and B3 are in a similar format to that which would be expected to be utilized in responding to the Cost Plan requirement of the Ordering Procedures identified in Section H.

The contractor must use their correct indirect rates according to their fiscal years (as presented in Exhibits C-1 thru C-4) for each month that they are proposing indirect costs. (e.g. if the contractor's fiscal year is the calendar year, then for Base Period – Contract Year 1, the contractor must use their FY 2015 indirect rates for proposing costs for the months of November and December 2015 and use their FY 2016 indirect rates for proposing costs for the months of January thru November 2016).

The costs/prices for each CLIN shall consist of the following cost/price elements:

Direct Labor: Propose the estimated cost/price for all anticipated direct labor.

For each position proposed to be charged directly, identify the labor category, work location, labor rate (unloaded), DPLH (per month), and number of FTEs and the respective FTE percentage by location (e.g. if proposing a full FTE (100%) and a half FTE (50%) in the same location the FTE allocation should be reflected as 150%). As applicable, ensure proposed labor rates meet or exceed the minimum required rate from the applicable WDs/CBAs. NOTE: There may be instances where one labor category may be required at more than one location and in those instances, it is expected that separate line items will be utilized (e.g. an Engineer 5 may be identified on one line for Morgantown and another line for Pittsburgh).

ODCs, as applicable:

- Subcontracts/Consultants – Propose the estimated cost/price for all anticipated (non-major or critical) subcontracts and/or consultants. This cost/price element shall not include the labor cost for DPLH of major or critical subcontractors. It is expected that any subcontract/consultant cost included in this section is for fixed price or time and material fixed rate subcontracts and/or consultants (less than or equal to \$1M) and not subject to any fee sharing. NOTE: Subcontractors whose cost/price is included in this subcontract section are not to be included in the list of pre-approved subcontracts located in Sections H and I of this RFP and resulting contract. As indicated in Section J, Attachment D, a historical subcontract effort amount has been provided that is based on the PWS requirement for cooperative teaming work with industry, universities and other external entities and for short term technical expertise and capabilities required for enhancement of the quality, breadth, and depth of fundamental and applied research conducted. This effort is in addition to any direct labor associated with the historical FTEs identified in Attachment D and is currently accomplished through the issuance of subcontracts. The historical estimation of this non-major/non-critical subcontract effort is \$20M per year. Each offeror shall take this historical information into consideration and discuss the amount proposed for its technical approach and how the subcontract/consultant costs will satisfy the PWS requirement. Failure to address realistic

non-major/non-critical subcontractor costs may result in an adjustment to the proposed costs and may be taken into consideration in the evaluation of the proposal.

- Travel (not fee/profit bearing) – For the purposes of this RFP, estimated travel costs are to be included on the Offeror’s Cost Exhibits (only) and not in those submitted by any major or critical subcontractor.
- Training (not fee/profit bearing) – For the purposes of this RFP, estimated training costs are to be included on the Offeror’s Cost Exhibits (only) and not in those submitted by any major or critical subcontractor. NOTE: Travel associated with any training proposed shall be included in the travel cost.
- Supplies/Material – Supplies/material costs are provided for each CLIN and shall be utilized as given in the Cost Exhibits (B1, B2, and B3) excluding transition costs. DOE estimates are based on historical information and future projections; however, they do not represent a guarantee for funding future work at these dollar thresholds under the terms of this RFP. Supplies/Material costs, as provided, are to be included on the Offeror’s Cost Exhibits (only) and not in those submitted by any major or critical subcontractor. NOTE: If major or critical subcontractors are proposed, the Offeror is responsible for ensuring that supplies/material costs are not double expensed (e.g. supplies/materials costs are not included in major or critical subcontractor Cost Exhibits). Any proposal that does not utilize the supplies/material costs as provided will be subject to the process described above in the adjustment section. Exceptions or deviations to the provided supplies/material costs provided in the Cost Exhibit Template must be addressed in the Administrative Discussion (File 5) required under Volume I, Offer and Other Documents.

Fee estimated by month:

All fee is “at risk” and shall be proposed by the Offeror (only) regardless if major or critical subcontractors are proposed (i.e. major or critical subcontractors are subject to fee sharing and shall not include a separate fee in their Cost Exhibits). **No base fee shall be authorized.** The Offeror may propose whatever fee amount it determines appropriate provided that fee 1) is estimated by month, 2) is not being calculated upon an estimated cost that includes the proposed cost for travel or training, and 3) does not exceed the proposed maximum award fee proposed in the Offeror’s Volume I, “Fill in of Contract Clauses

Indirect Expenses: Ensure indirect rates are proposed consistent with the indirect rates in Exhibits C1 through C4 and are clearly identified. **Indirect rates must be applied consistent with the Offeror’s fiscal year (not the contract year nor the Government’s fiscal year).** NOTE: If fringe benefits are included in the on-site (NETL specific) overhead rate, then it shall be clearly indicated as such and applied appropriately.

Exhibit B4 – Detailed Cost for Transition CLIN (no fee)

Exhibit B4 shall be utilized to propose a **no fee** Cost (by individual cost element) for the Transition in accordance with Section B.1 and the PWS consistent with the proposed technical approach and the specified period of performance. If FCCOM is proposed insert an additional row in the Cost Exhibits to reflect FCCOM on a separate line.

All of the proposed transition costs must be clearly documented in sufficient detail to demonstrate reasonableness, allowability, and realism of the costs. The support document pricing breakdown shall include the proposed relocation costs for any employee(s) (including Key Personnel) necessary for the initial assumption of work for whom relocation costs are anticipated (regardless of whether the incurrence of relocation cost occurs during or after the transition period). NOTE: Reference FAR 31.205-35, Relocation Costs (relocation costs shall be subject to determination of allowability).

Examples of transition cost elements could include: transition team costs, ODCs, and indirect expenses.

Transition team costs might include the labor (hours and rate per hour) of the employees needed to execute the transition plan (e.g. recruiting, training new personnel, etc.). ODCs might include travel, training, supplies, equipment rental, temporary office space, etc. Indirect expenses might include the fringe benefits, on-site (NETL specific) overhead, and G&A. NOTE: Ensure costs associated with individuals (e.g. Key Personnel and administrative support staff) included in the on-site (NETL specific) overhead rate are not double expensed. Specifically, if Key Personnel or any other labor costs of administrative support personnel included in the PMO cost in the on-site (NETL specific) overhead rate are billed directly in the Transition Costs, ensure that 1) the FTE for those positions do not exceed 100% for the respective fiscal year and 2) sufficient rationale is included in the Cost Discussion that explains how double expensing of those costs is not occurring. For example, if 100% of the Program Manager costs (\$100,000) are included in the on-site (NETL specific) overhead rate for the respective fiscal year, none of the labor cost of this position should be billed directly in the Transition Costs. Treatment during evaluation for issues related to duplicate expense (e.g. double billing, unreasonable indirect rates, unreasonable labor costs, etc.) would be subject to the process described above in the adjustment section.

Exhibit B5 -- Labor Categories

Exhibit B5 shall be utilized to provide information on the labor categories to be utilized under the contract. For each position identified (by the Government) in Exhibit B4, indicate if the position is exempt or non-exempt and reconcile the labor categories (names) to those generally utilized within your company. **Do not alter the labor categories provided by the Government.** If a particular labor category will not be utilized under the contract, do not delete the position or leave the requested information blank, simply indicate “not applicable”.

The list of labor categories identified (by the Government) in Exhibit B5 does not limit the selection of labor categories to be utilized under this contract. If additional positions that are not identified on the list are expected to be utilized during performance of this contract, identify those position(s) on separate lines in alphabetical order at the bottom of Exhibit B5 and provide the position information in the same level of detail as required above. NOTE: The Offeror is responsible for ensuring that position qualifications for any additional labor categories proposed in Exhibit B5 by the Offeror and any major or critical subcontractor is reflected in Volume I, “Fill In of Contract Clauses.”

Exhibit C1 through C4 -- Indirect Rates

Exhibits C1 through C4 shall be utilized to provide for the proposed indirect rates. While the Cost Exhibits for fringe benefit, on-site (NETL specific) overhead, off-site overhead, and G&A rates are required exhibits, the format of these exhibits can be modified to reflect the Offeror's and/or major or critical subcontractor's accounting system(s). If other indirect rates such as material handling or subcontractor handling are proposed, create additional indirect rate exhibits in the same level of detail required for the other indirect rates. As additional exhibits are created, the numbering format should continue in sequence (e.g. C5, C6, etc.).

For each indirect rate required below and for any other indirect rate proposed, use the appropriate Cost Exhibit to provide 1) the indirect costs (by individual cost element) that comprise the cost pool for the rate for the most recently completed **contractor** fiscal year, current (projected) fiscal year, and subsequent five years itemized by the individual expense items by cost element and dollar amount, 2) rate calculation, 3) allocation base consistent with the Offeror's accounting system, 4) calculated percentage for the indirect rate and 5) percentage for the indirect rate ceilings (consistent with the ceilings proposed in Volume I, “Fill in of Contract Clauses”) for all indirect rates except fringe benefits.

Exhibit C1 -- Fringe Benefits

Exhibit C1 shall be utilized to propose fringe benefits. NOTE: If applicable, ensure the costs of the fringe benefits required by WDs/CBAs are satisfied.

In the event that fringe benefits are proposed in the on-site (NETL specific) overhead rate, a note to this effect shall be indicated on this exhibit.

Exhibit C2 -- On-Site (NETL specific) Overhead Schedule

Exhibit C2 shall be utilized to propose an on-site (NETL specific) overhead rate. Also, identify the on-site (NETL specific) overhead ceilings consistent with the ceilings proposed in Volume I, "Fill In of Contract Clauses".

The on-site (NETL specific) rate shall include the entire expected costs of the PMO required for performance on this contract. Since it is expected that each entity provide an on-site (NETL specific) overhead rate for on-site work, there should not be any conflicts with disclosure statements on charging 100% of PMO expenses to the indirect pool. Exceptions or deviations to the on-site (NETL specific) overhead rate or to the inclusion of the entire PMO costs must be addressed in the Administrative Discussion (File 5) required under Volume I, Offer and Other Documents.

The requirement for an on-site (NETL specific) indirect rate shall flow down to all major or critical subcontractors performing cost reimbursement work on-site, with the exception of higher educational institutions.

Exhibit C3 -- Off-Site Overhead

Exhibit C3 shall be utilized to propose an off-site overhead rate for work to be performed at off-site location(s). Also, identify the off-site overhead ceilings consistent with the ceilings proposed in Volume I, "Fill In of Contract Clauses". Although the solicitation directs offerors to use the assumption for all work to be performed on-site in their cost proposal, there is an expectation that some work will be required to be performed off-site, NETL is requiring that off-site overhead rates and ceilings be established. It is expected that these rates will not be applied to work performed on-site.

Exhibit C4 -- G&A

Exhibit C4 shall be utilized to propose G&A. Also, identify the G&A ceilings consistent with the ceilings proposed in Volume I, "Fill In of Contract Clauses."

Exhibit D – Summary Cost Detail for Key Personnel

Exhibit D shall be utilized to provide summary cost information for all Key Personnel. The labor costs should already be included in on-site (NETL specific) overhead rate (Exhibit C2) and the relocation costs should already be included in the support documentation provided for the Transition Costs (Exhibit B3). For any Key Personnel proposed, provide the individual (employee) name, company where employed, and proposed unburdened labor rate/salary and relocations costs consistent with the costs included in Exhibits B4 and C2.

File 3 – COST DISCUSSION (<company name>File 3 Cost Discussion.---)

Submit the Cost Discussion as File 3 of the cost proposal. The Cost Discussion may be provided as a WORD or Adobe Acrobat file. The Cost Discussion shall be submitted in one file with one exception. Electronic copies of existing company publications of company compensation policies (only) may be submitted as attachment(s) to the Cost Discussion.

All pages of the Cost Discussion must be numbered.

To help facilitate the review process and to ensure addressing all the review criteria, the Offeror shall use the following outline when preparing File 3. Ensure the elements are addressed in the order as they appear

below. If an element is not proposed, do not eliminate the discussion section; simply indicate “Not Proposed.”

COVER PAGE

This file shall include a cover page indicating the RFP number, name of the Offeror, and file name. All subsequent pages shall be appropriately numbered and identify the RFP number and the name of the Offeror.

TABLE OF CONTENTS

This file shall include a Table of Contents to facilitate locating the elements of the proposal.

Submit a Cost Discussion adhering to the following outline:

- A. **Estimating Procedure** - Provide an explanation of the estimating procedures used, describing, at a minimum, 1) the existing data used as the basis of estimating the cost/price, 2) the judgmental factors applied in projecting from known data to the estimate, and 3) the assumptions used in estimating the proposed costs/prices.

- B. **General**
 - i. Discuss any differences in the treatment of exempt and non-exempt employees.
 - ii. Discuss any differences in the cost proposal of any major or critical subcontractor’s information/cost exhibits to the cost included in the Offeror’s Cost Exhibits. In the event that differences are not explained or identified, treatment during evaluation will be subject to the process described above in the adjustment section. NOTE: Exceptions or deviations to any aspect of the cost proposal must be addressed in the Administrative Discussion (File 5) required under Volume I, Offer and Other Documents.

- C. **Labor Cost**
 - i. Identify the DPLH for a FTE and provide rationale for the DPLH utilized. This discussion shall clearly indicate how the number of hours associated with a FTE (e.g. 1860, 1820, 1920, etc.) were derived and how that annual amount was estimated by month.
 - ii. Identify the source of the proposed labor rate (e.g. bidding rates, average labor rates, etc.). Taking into consideration Section I, clause entitled “52.222-17 Nondisplacement of Qualified Workers, include a discussion on how the proposed rates are reflective of hiring incumbent employee(s). In addition, furnish any supporting information that the wage and salary structure is competitive with local conditions. If the Offeror and/or any major or critical subcontractor are performing a Government contract in the local area or at the same site of performance as this contract, identify the award number, explain any difference in the proposed wage and salary plan including fringe benefits, and provide the rationale for these differences.

- D. **Escalation** – Identify the escalation rate that is being proposed for each contract year on direct labor and indirect expenses and the rationale, assumptions, and methodology for how the rate was established. Indicate historical escalation rates for the previous three years. If escalation is based on industry indices or other national standards, provide the reference to the appropriate resource. If no escalation is proposed, indicate that decision and discuss the rationale supporting the position including risk associated with mandatory changes associated with Department of Labor wage, health, and welfare increases. Also, discuss the timing of when and how escalation is applied

indicating if this is consistent with your corporate policies.

- E. **ODCs** – Provide a discussion of the following elements.
- i. **Subcontracts** – If proposed, provide 1) a summary listing of anticipated subcontracts (non-major/non-critical subcontractors) or types of subcontracts (with estimated cost/price listed for each subcontract), 2) a rationale/justification for the subcontracts proposed, and 3) the basis of rates used (e.g. verbal or written quote, historical information, engineering estimate, etc.). Historical information has been provided related to the PWS requirement. The Offeror shall describe how it derived the amount proposed and how its approach will satisfy the requirement of PWS.
 - ii. **Consultants** – If proposed, provide 1) a summary listing of anticipated consultants, 2) a rationale/justification for the consultants proposed, 3) the basis of rates used (e.g. most favored customer rate), and a statement of need including the reason why in-house or teaming resources are unavailable to perform the effort.
 - iii. **Travel** – If proposed, provide 1) a listing of destinations, duration of travel, number of travelers, and number of trips for each anticipated travel destination (including a breakdown of air fare (each trip), per diem, car rental, ground transportation, and miscellaneous expenses) with estimated cost, 2) a rationale/justification for the travel proposed, and 3) the basis of rates (rates shall be in accordance with the Federal Travel Regulations and all other applicable Federal regulations). NOTE: The Offeror's Cost Discussion shall include a separate travel discussion (in the same level of detail noted above) for travel proposed for any major or critical subcontractor.
 - iv. **Training** – If proposed, provide 1) a summary listing of the anticipated training requirements with estimated cost, 2) the rationale/justification for the training proposed, and 3) the basis of rates used. NOTE: The Offeror's Cost Discussion shall include a separate training discussion (in the same level of detail noted above) for training proposed for any major or critical subcontractor.
- F. **FCCOM** – If proposed, provide 1) the calculations and 2) the rate applied, and 3) the Treasury rate used (as published in the Federal Register).
- G. **Fee** - Provide a detailed rationale as to how/why the Offeror selected the fee proposed and discuss how fee was applied (e.g. fee is applied to all costs except travel and training, fee is applied to direct labor costs only, or fee is applied to loaded labor costs, etc.).
- H. **Transition** - If PMO costs are proposed directly in Exhibit B4 (and in the on-site (NETL specific) overhead), discuss the methodology used to ensure that double expensing of these costs was not proposed.
- I. **Indirect Rates**
- i. Indicate if proposed indirect rates are covered by indirect rate agreement. NOTE: Ensure a copy of any indirect rate agreement indicated in this discussion is attached as File 4 (see below).
 - ii. Identify your fiscal year (e.g. January 1 through December 31 or October 1 through September 30).
 - iii. **Indicate how the proposed fiscal year indirect rates are used to compute the proposed indirect costs by contract year in Exhibits B1, B2 and B3.**

iv. **Fringe Benefits**

- For each cost element included in the fringe benefits cost exhibit, provide the breakdown (and basis, if applicable) of the cost. For example, if the proposed fringe benefits include FICA at \$22,950 for the first year, the breakdown might show 7.65% applied to \$300,000 in labor costs.
- Discuss the methodology for the rate calculations. Any anomalies associated with the application of fringe benefits shall be clearly discussed (e.g. fringe benefits are not applied to exempt employees or there are multiple fringe benefit rates proposed to account for differences in the treatment of paid time off). If applicable, discuss how the minimum health and welfare benefits required by WDs/CBAs are satisfied.
- Detail how the allocation base was derived
- Describe approach to crediting employees' service with the current Contractor toward any length of service requirements for such fringe benefits as vacation, sick leave, and severance pay allowance for employees of the current Contractor who may continue on the contract with the Offeror and/or major or critical subcontractor(s).

v. **On-Site (NETL Specific) Overhead**

- For each cost element included in the on-site (NETL specific) overhead cost exhibit, provide the breakdown (and basis, if applicable) of the cost. For example, if the proposed on-site (NETL specific) overhead rate includes Indirect Labor costs of \$350,000 for the first year, the breakdown might show \$100,000 for Program Manager, \$75,000 for human resource manager, \$100,000 for business manager, and \$75,000 for accounting personnel.
- Discuss the methodology for the rate calculations. Any anomalies associated with the application of the on-site (NETL specific) overhead rate shall be clearly discussed (e.g. overhead rate includes fringe benefits for all direct labor).
- Detail how the allocation base was derived.

vi. **Off-Site Overhead Rate**

- For each cost element included in the off-site overhead rate, provide the breakdown (and basis, if applicable) of the cost. For example, if the proposed off-site overhead includes Utility expenses at \$50,000, the breakdown might reflect \$15,000 for electric, \$10,000 for natural gas, \$10,000 water and sewage, \$10,000 for telecommunications, and \$5,000 for non-hazardous waste disposal.
- Discuss the methodology for the rate calculations. Any anomalies associated with the application of the off-site overhead shall be clearly discussed, including the use of multiple off-site rates (e.g. if multiple off-site rates are utilized provide a rationale that clearly articulates how and when each rate is utilized such as: company A uses three off-site rates established by cost centers (10, 11, and 12). The use of cost center 10 applies to work completed from the Houston office for labor categories X, Y, and Z; the use of cost center 11 applies to work completed from the Richmond office for labor categories L, M, and Z; and the use of cost center 12 applies to work completed from our professional labor categories

authorized to work from home).

- Detail how the allocation base was derived.

vii. **G&A**

- For each cost element included in the G&A, provide the breakdown (and basis, if applicable) of the cost. For example, if the proposed G&A includes Bid and Proposal expenses at \$250,000 for the first year, the breakdown might reflect \$125,000 for two bid proposals.
- Discuss the methodology for the rate calculations. Any anomalies associated with the application of the G&A shall be clearly discussed (e.g. G&A not applied to subcontractor costs).
- Detail how the allocation base was derived.

viii. **Any Other Proposed Indirect Rate(s)**

- For each cost element included in the indirect rate, provide the breakdown (and basis, if applicable) of the cost.
- Discuss the methodology for the rate calculations. Any anomalies associated with the application of the rate shall be clearly discussed.
- Detail how the allocation base was derived.

J. **Indirect Rate Ceilings**

- i. Indirect Rate Ceilings – For the on-site (NETL specific) overhead ceiling, off-site overhead ceiling, G&A ceiling, and ceilings proposed for any other indirect rate (other than fringe benefits), provide the rationale for the proposed ceiling. If the ceiling is established at the same rate as the proposed rate, discuss the basis for that decision and address the risk associated with proposing ceilings that have no room for growth or uncertainty. Indirect rate ceilings may be used in the Government’s determination of most probable costs. Inadequate rationale for the development of the indirect rate ceilings will not in-of-itself render an Offeror’s proposal insufficient.

K. **Company Compensation Policies - Describe company compensation policies in the following areas (existing company publications may be furnished):**

- i. Salary increases:
- Merit
 - Cost-of-Living
 - General
 - Other
- ii. Fringe Benefits:
- Paid absences (vacations, sick leave, etc.) including the corporate procedure to be utilized in the event of site closures, inclement weather, early dismissals (if issued for Federal work force), administrative leave procedures, and infrequent leave policies.
 - Insurance contribution
 - Retirement contribution (e.g. 401k, pension plan, etc.)

- Other
- iii. Travel/Per Diem
- iv. Relocation
- v. Bonuses/Other Employee Incentives
- vi. Severance
- vii. Overtime
- viii. Uncompensated overtime
- ix. Shift Premium

File 4 Indirect Rate Agreement(s) (<company name>File 4 Rate Agreement.---)

Submit any current Indirect Rate Agreements (including forward pricing agreements) or notices established by your Cognizant Federal Agency as required by Section H, clause "Annual Indirect Rate Submissions" as File 4 of the cost proposal.

M.5 EVALUATION CRITERIA – TECHNICAL PROPOSAL

The Technical Proposal will be evaluated in accordance with the following criteria. In addition, information contained in any of the files may be taken into consideration in the evaluation of any criterion of the Technical Proposal.

TECHNICAL CRITERION 1: MANAGEMENT, ORGANIZATION, AND STAFFING APPROACH

DOE will evaluate the Offeror's proposed management, organization and staffing approach to effectively and efficiently administer and manage the contract as a whole, including, but not limited to, technical, administrative, business, accounting, safety, and quality elements and functions required for executing the CLINs and underlying work components as they relate to the types of support identified in the PWS requirements. In addition, the evaluation will consider the Offeror's in-depth knowledge and understanding of the complexity and technical requirements to execute the work elements identified in the PWS and their ability to provide comprehensive R&D implementation and support services.

DOE will evaluate the reasonableness, completeness and merit of the Offeror's proposed management structure and approach to administering and implementing all elements of the contract. This includes not only top level management, but also the sub-level management approach to provide streamlined and cost effective contract execution, with clearly defined lines of communication within the Contractor's organizational structure and with DOE at all levels. DOE will evaluate the potential effectiveness of the Offeror's approach to managing the resources necessary to successfully execute the PWS. DOE will evaluate the demonstrated strength of the management team's ability to identify and address the critical components of managing a complex and diverse set of work requirements that are performed at sites in multiple locations, maintaining detailed and accurate financial and contract reporting requirements and supporting a successful and efficient research and development operation. This includes the ability to identify and access the appropriate knowledge, data, tools and systems necessary to perform the work.

DOE will evaluate the Offeror's subcontracting and teaming approach on the extent to which it provides an effective and efficient vision and plan for integrating relevant subcontracts and team arrangements that support the completion of the PWS requirements in such a way as to offer best value to the government. The subcontracting and teaming approach will also be evaluated on the rigor of the approach to adjust (attract, retain, and release) a highly

skilled and diversified workforce for both continuous support as well as support that may be needed to address changing organizational priorities and budget levels. The evaluation will also consider the Offeror's plan for management of subcontracts and teaming arrangements to include, but not limited to, cost effectiveness, cost control and timely cost reporting, and subcontract and teaming implementation. The DOE will also evaluate the Offeror's plan for ensuring that all subcontractors adhere to the approaches proposed by the Offeror for implementation of DOE orders on safety, security, foreign national participation, intellectual property, travel (especially conference travel), and release of information).

The Offeror will be evaluated on the extent to which they propose challenging, achievable, and realistic target goals associated with small business subcontracting categories and EPACT targets for all areas identified in Section L. The Offeror shall be evaluated on the approach to achieving the target goals proposed.

DOE will evaluate the extent to which the organizational approach provides an efficient and realistic means to furnish high quality R&D implementation and support. The Offeror's proposed organizational approach will be evaluated based on the clarity and logic of the lines of communication and authority, roles and responsibilities and the degree to which management oversight is provided for all key areas to ensure the effective and coherent management of the work across functions and locations. The evaluation will include an assessment of the capability and potential to communicate with NETL managers and researchers as well as other support entities at NETL to provide seamless and unified R&D implementation and support. The organizational approach will also be evaluated on the relationship between the lines of responsibility and the proposed approach for instituting and maintaining procedure and reporting compliance. Additionally, the organizational approach will be evaluated based on the proposed benefits to the DOE from the Offeror's access to corporate resources, including, but not limited to off-site and/or short-term expertise.

DOE will evaluate the Offeror's staffing approach to provide a high quality technical, business and administrative workforce to implement and administer the R&D support contract. The Offeror's proposed staffing plan will be evaluated based on the expertise proposed as well as the alignment of the expertise to the diverse needs of the technical, administrative, business, accounting, safety, and quality requirements outlined in the PWS. The staffing approach will also be evaluated on the rigor of the approach to adjust (attract, retain, and release) a highly skilled and diversified workforce for both continuous support as well as support that may be needed to address changing organizational priorities and to the extent the approach provides a flexible and fluid workforce to address changing budget levels. Key Personnel and Essential Personnel will be evaluated under Criterion 3.

The Offeror's proposed transition approach will be evaluated based on the potential effectiveness of staffing and managing the transfer of duties from the incumbent Contractor with minimal disruption to ongoing work and activities at NETL within the time and costs allotted in the contract.

The Offeror's proposed Quality Assurance Approach (QA) and Integrated Safety Management (ISM) Approach **will be evaluated to** be compliant with NETL Order 414.1, Quality Management System Program Plan and NETL Order 450.4, Environmental Safety and Health Communications Plan. The Offeror's discussion on plan development, implementation and management will be evaluated based on the relevance to supporting NETL in maintaining its ISO 14001 status and adhering to its Integrated Safety Management (ISM) and Quality Control processes.

TECHNICAL CRITERION 2: CAPABILITIES AND EXPERIENCE

DOE will evaluate the extent, relevancy and merit of the Offeror's, and **major or critical** subcontractors', experience, expertise and capabilities to perform and manage the work specified in the PWS. DOE shall consider prior background and experience in providing services and support of similar **size, scope, and complexity** to government agencies (or other organizations of similar size) directly related to Research and Development – Implementation and Support. The evaluation shall include an assessment of business, management and administrative experience, expertise and capabilities in providing effective overall contract management and oversight services; and direct, hands-on technical experience, expertise, capabilities and knowledge relevant to the PWS and fossil energy based R&D, with additional emphasis placed on capabilities specific to current R&D at DOE/NETL. DOE will also

consider the availability and relevance of technical expertise and capabilities that can be accessed for short term projects to support the research scope described under the PWS.

TECHNICAL CRITERION 3: KEY PERSONNEL/ESSENTIAL PERSONNEL

The Government will evaluate the Offeror's proposed Key Personnel and Essential Personnel on the extent, depth, and quality of the proposed individual's qualifications, capabilities and experience, including both the Offeror's and proposed major or critical subcontractors' Key and Essential Personnel. Key Personnel will be reviewed to determine if they meet the minimum qualifications as addressed in H.23 and Section L.30. The key and essential personnel shall be evaluated in the areas of relevant education, experience, and professional development that encompass pertinent skills, years of experience and training that are needed to accomplish the range of work elements delineated in the PWS. The Offeror will be evaluated as to the extent to which the Offeror's key personnel demonstrate relevant hands-on work experience (i.e., technical, administrative, management, etc.) and successful performance through continued advancement to positions of comparable responsibility for projects of similar complexity. Relevant professional certifications and documentation of honors, awards, or special forms of professional recognition bestowed from fellows, peers, or professional, educational, government or scientific organizations will be considered in the evaluation. Key and essential personnel may include those performing critical management functions, but must include clear evidence that the Offeror has the breadth, depth and quality of technical knowledge sufficient to satisfy the requirements described in the PWS. The Offeror shall also be evaluated based on commitment (e.g., length of proposed commitments, etc.) and availability proposed.

TECHNICAL CRITERION 4: RELEVANT PAST PERFORMANCE

The Government will evaluate the Offeror's past performance to determine the degree to which it demonstrates the likelihood it can successfully perform the requirements of the PWS. The Government will similarly evaluate the relevant past performance of the major or critical subcontractor(s) proposed by the Offeror. To be considered recent past performance the contract shall either be currently active or completed within the past five years of the closing date of this solicitation. In the case of a joint venture, LLC, or other team arrangement formed for the purpose of competing for this contract, the Government will evaluate relevant past performance of the individual entities that comprise the newly formed entity. Relevant past performance includes current or past contracts similar in size (dollar value or staffing levels), scope (type and nature of work), and complexity (duration, and/or risk) to the work described in the PWS. The Government will use information either furnished by the Offeror and reference(s) and/or information obtained from other independent data sources in evaluating relevant past performance.

The Government will evaluate the Offeror's and proposed major or critical subcontractors', Environment, Safety, Health, and Quality (ESH&Q) information and this evaluation will not be limited to only relevant contracts. In the case of a joint venture, LLC, or other team arrangement formed for the purpose of competing for this contract, the Government will evaluate ESH&Q information of the individual entities that comprise the newly formed entity and will assign a single rating for the joint venture, LLC or other team arrangement. ESH&Q past performance, incidents and/or statistics, is considered to be relevant for each business entity regardless of whether the contract was determined to be relevant for consideration of contract specific past performance. The Government may consider ESH&Q information obtained from other sources that reflects the ESH&Q past performance of the Offeror and/or proposed major or critical subcontractors.

For Offerors without a record of relevant past performance or for whom relevant past performance information is not available, the Offeror will not be evaluated favorably or unfavorably.

M.6 EVALUATION CRITERIA – COST

Volume III, Cost Proposal will neither be point-scored, nor adjectively rated, but will be evaluated to determine reasonableness, cost realism, and completeness. For evaluation purposes, the total evaluated price is the sum of the

most probable cost plus the proposed maximum award fee for the base and all award term periods. The Government will evaluate each Offeror's proposed cost, using one or more of the techniques defined in FAR 15.404, in order to determine if the proposed costs are reasonable, realistic, and complete. The evaluation of cost realism includes an analysis of specific elements of each Offeror's proposed cost to determine whether: the proposed estimated cost elements are sufficient for the work to be performed; reflect a clear understanding of requirements; and are consistent with the methods of performance and materials described in the Offeror's technical proposal.

For evaluation purposes, DOE will compute the most probable cost associated with the Offeror's proposal. The most probable cost will be determined based on the Offeror's proposal for any upward or downward adjustments required from the cost realism evaluation. DOE may use the proposed indirect rate ceilings (limitations on indirect rates), of the Offeror (joint venture, LLC, or other team arrangement formed for the purpose of competing for this contract) to compute the most probable cost associated with the Offeror's proposal.

3. The following clauses are hereby added to the solicitation:

B.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may unilaterally extend the term of this contract by written notice to the Contractor within the term of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months (except in exercise of award term periods in which the total duration of this contract shall not exceed one hundred and twenty (120) months).

4. Solicitation Exhibit B – “Cost Exhibits” and “Fill in of Contract Clauses” documents are deleted in their entirety and replaced with the following attachments:

Exhibit B – Cost Exhibits (Revised 8-7-2015)

Fill in of Contract Clauses (Revised 8-7-2015)

Volume 1 SF-33 Word File – Amendment 004 (Revised 8-7-2015)

5. Except as amended herein, all other terms and conditions remain unchanged.

END OF AMENDMENT 004