

PART IV
REPRESENTATIONS AND INSTRUCTIONS

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES
TO OFFERORS

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Part IV Representations and Instructions

Section L

Instructions, Conditions, and Notices to Offerors

L.1 FAR 52.215-1 Instructions to Offerors – Competitive Acquisition (Jan 2004)

Definitions – As used in this provision –

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

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

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

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

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

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

(b) *Submission, modification, revision, and withdrawal of proposal.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages:

(i) Addressed to the office specified in the solicitation; and

(ii) Showing the time and date specified for receipt, the solicitation number, and the name and address of the Offeror.

Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
 - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at FAR 52.215-5, *Facsimile Proposals*. Proposals may be withdrawn in person by an Offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the Offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, *Evaluation of Foreign Currency Offers*, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (c) *Offer expiration date* – Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the Offeror).
 - (d) *Restriction on disclosure and use of data* – Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes shall:
 - (1) Mark the title page with the following legend:

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

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

(e) *Contract award*

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

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

L.2 Proposal Preparation Instructions – General

- (a) General rules for submission and management of a proposal to this solicitation are contained in FAR 52.215-1, *Instructions to Offerors – Competitive Acquisition (January 2004)*.
- (b) Offerors are expected to be sufficiently knowledgeable of the mission and operation of the National Renewable Energy Laboratory to adequately prepare their offers and other proposal information to be submitted under this solicitation. Information that may assist Offerors in preparing proposals is readily available on the Internet.
- (c) Section L provides instructions and other information related to the preparation of a proposal. Offerors are cautioned to follow all of these instructions very carefully in order to assure the Government receives all requested information in a form that will facilitate proposal evaluation. These instructions are not evaluation factors for this solicitation: Evaluation factors are contained in Section M. Failure to provide all required materials may eliminate a proposal from consideration or may make an Offeror ineligible for award.
- (d) Section J provides information that will be useful in the preparation of proposals.
- (e) The term "Offeror" as used in this solicitation refers to the single legal entity named in the Offer. The legal entity must be a discrete entity separate from any other organization, and may consist of a contractor team arrangement with multiple team members (see FAR 9.601). The Offeror is solely responsible for work performed under the contract resulting from this solicitation (see H.8, *Separate Corporate Entity and Performance Guarantee*). The single legal entity must be incorporated or otherwise legally established on or before the date of proposal submission. Any and all team members comprising the legal entity must sign the Performance Guarantee.
- (f) The Offeror must include full, accurate, and complete information on each of its team members in response to this solicitation.
- (g) This solicitation requires Offerors to submit written information and to provide an oral presentation.

- (h) No classified information shall be included in this solicitation, the Offeror's written information or the Offeror's oral presentation.
- (i) The Government intends to award a contract without discussions. Therefore, the Offer must contain the Offeror's best terms. The Government reserves the right to conduct discussions if the Contracting Officer determines them to be necessary.
- (j) A proposal shall be eliminated from further consideration before the initial ratings if the proposal is so obviously deficient as to be unacceptable on its face. For example, a proposal shall be deemed unacceptable if it does not represent a reasonable initial effort to address the essential requirements of the RFP, if it clearly demonstrates that the Offeror does not understand the requirements of the RFP, or if it is otherwise incomplete.
- (k) Any exceptions or deviations taken by the Offeror to the terms and conditions stated in this solicitation for inclusion in the resulting contract may make the offer unacceptable for award without discussions.
- (l) Questions regarding this solicitation shall be submitted using the DOE Industry Interactive Procurement System (IIPS) Website (<http://e-center.doe.gov>) electronic communication feature. Questions conveyed in any other manner will not be accepted, unless otherwise expressly allowed by the Contracting Officer.
- (m) Submission of proposals shall be by hard copy. Offers submitted by facsimile methods will not be accepted.
- (n) The Offeror must designate a point-of-contact (POC) for all communications associated with this solicitation. Contact information for the POC must be provided.
- (o) The proposal consists of three separate volumes as follows: Transmittal Letter; Volume I – The Offer; Volume II – Technical and Management Proposal; and Volume III – Cost Proposal. These volumes will be prepared as follows:
 - (1) General Instructions
 - (i) Transmittal letter and volumes will be prepared using Microsoft Office (MS) products. All narrative will be Times New Roman with 12 point minimum font size, and text will be single spaced and separation between paragraphs shall be double spaced. All formulas must be visible on all calculated values on spreadsheets. Illustrations, drawings, tables, etc., may be produced using other than MS products; however, all of these items must be able to be opened using standard MS or Adobe tools. Font style and size for illustrations, drawings, tables, etc., is at the Offeror's discretion, but all labels or markings must be easily readable. Offerors should format illustrations, drawings, tables, etc., so that the MS Word "Find" function can be used to the maximum extent possible. Color may be used at the discretion of the Offeror.
 - (ii) Volumes I, II and III must be separate, clearly and concisely written, and logically organized. Each volume will contain a table of contents. The Offeror will provide a cross-reference index that links the major components of Volumes I, II, and III to facilitate review and evaluation of the proposal. Each page of the submission must be loose and must be contained in a three-ring binder. Each volume must contain all information necessary for evaluation; however, the Offeror may reference publicly available material, e.g., technical standards, in its proposal. The Offeror may also reference material already presented and contained within a volume to avoid

duplication. All requested cost proposal and pricing information shall be addressed only in Volume III, Cost Proposal, unless otherwise specified.

- (iii) Margins will be 1 inch top, bottom, and right side. Left side margin will be 1.5 inches.
- (iv) Every page (except the title page) of each volume will contain a page number and number sequentially using the format Volume I-1, Volume I-2, etc, including blank pages. Blank pages will contain the marking "Page Intentionally Left Blank". Every page will contain the Offeror's name and the solicitation number. It is the Offeror's responsibility to ensure data considered sensitive is marked as such in accordance with FAR 52.215-1. These markings and only these markings shall appear in the margins.
- (v) Page size for all narrative shall be 8.5 x 11 inches, not including foldouts. Foldouts up to 11 x 17 inches may be used for charts, tables, diagrams, illustrations, etc., but may not be used for narrative. All foldouts must fit entirely within the volume.
- (vi) Each single-sided page containing narrative or illustrations, drawings, tables, etc., is counted as one qualifying page. If a page is printed double-sided it is counted as two qualifying pages. Single-sided foldouts will be counted as one qualifying page and double-side foldouts will be counted as two qualifying pages. The Title page, table of contents, indexes, page separators, resumes, Letters of Commitment, glossaries, Past Performance Information Forms, or any other pages not containing relevant information, will not count against page limitations. Qualifying pages partially used will be counted as one qualifying page.

(2) Specific Instructions

(i) Transmittal Letter

(A) The transmittal letter is limited to one page and is not considered a qualifying page or part of Volumes I, II, III.

(ii) Volume I – The Offer

(A) The Offeror will submit three signed original paper copies of the Offer, five additional copies, and two complete copies on separate compact disks.

(B) There is no page limit for Volume I.

(iii) Volume II – Technical and Management Proposal

(A) The Offeror will submit one signed original paper copy, ten additional copies, and two complete copies on separate compact disks.

(B) The Offeror will submit 12 paper copies of its oral presentation and two copies on separate compact disks.

(C) There is a 125 qualifying page limit for the narrative portion of Volume II. This limit:

1) Includes:

- a) Executive summary if provided
- 2) Excludes
 - a) Performance objectives, measures, and targets submitted as part of L.4 (d)(1)(ii) & L.4 (d)(2)(ii)(B);
 - b) Resumes, Letters of Commitment, organizational charts, and oral presentation slides (see L.2(a)(1)(vi));
 - c) Small Business Subcontracting Plan or any other Plan called for in this solicitation; and
 - d) Document organizational material such as indexes, title sheets, tables of content or figures, page dividers, etc.
- (D) No cost information will be included in Volume II. If quantification of level of effort for a task would facilitate the SEB's understanding of the Offeror's proposal, use labor hours or full-time equivalents instead of costs.
- (iv) Volume III – Cost Proposal
 - (A) The Offeror will submit one signed original copy, three additional copies, and two complete copies on separate compact disks.
 - (B) There is no page limit for Volume III.

L.3 Proposal Preparation Instructions - Volume I, The Offer

Volume I, The Offer, consists of the offer to enter into a contract to perform the desired work and includes the items identified in the following paragraphs in the order listed.

- (a) The Offeror shall provide the administrative information, as required by FAR 52.215-1, paragraph (c)(2), as the first page of Volume I.
- (b) The Offeror shall submit a fully completed and executed Standard Form SF 33. Section A of this solicitation contains an SF 33 for the contract to be awarded under this solicitation. Offerors must submit three original signed copies of the SF 33 documents, which are fully compliant with the requirements of this solicitation provision.
 - (1) The person signing the SF 33s must have the authority to commit the Offeror to all of the provisions of the resulting contract (See Section L.18, *Content of Resulting Contract*), fully recognizing that the Government intends to make an award without discussions.
 - (2) In Block 14 of all SF 33s, the Offeror must acknowledge receipt of all amendments to this solicitation as required by Section L.1, FAR 52.215-1, *Instructions to Offerors – Competitive Acquisition*.
 - (3) By signing and submitting the SF 33, the Offeror commits to accept the resulting contract (See Section L.18, *Content of Resulting Contract*) as written and to comply with the other provisions of the solicitation. Any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation for inclusion in

the resulting contract may make the offer unacceptable for award without discussions.

- (c) The Offeror shall submit fully completed Section K, *Representations, Certifications, and Other Statements of Offerors*. All of the Offeror's parent organization(s) must separately complete, sign, and submit the Section K, *Representations, Certifications, and Other Statements of Offerors*.
- (d) H.8, *Separate Corporate Entity and Performance Guarantee*, requires the Offeror's parent organization(s) to guarantee performance of the contract. The Offeror shall submit a fully completed and executed Performance Guarantee Agreement (see the provision in Section L.6, *DEAR 970.5209-1, Requirement for Guarantee of Performance*). Section L, Enclosure A, *Performance Guarantee Agreement* contains the minimum acceptable Performance Guarantee Agreement conditions acceptable to DOE. This Agreement will become part of the resulting Contract as an Appendix to the Contract's Section J. The Offeror shall submit the last three official annual reports for each parent organization(s) signing the Performance Guarantee Agreement.
- (e) In accordance with Clause I.28, *Small Business Subcontracting Plan*, a Small Business Subcontracting Plan acceptable to the Government is required to be submitted as part of Volume I for Federal Government Fiscal Year (FY) 2009 (October 1, 2008 through September 30, 2009). Section L, Enclosure B, *Small Business Subcontracting Plan Model*, provides a Subcontracting Plan outline and instructions for preparing the Subcontracting Plan. This Plan will become a part of the contract as Section J, Attachment C. Annual plans for future fiscal years shall be incorporated into the Contract by a separate supplemental agreement contract modification.
 - (1) The Offeror, in developing its proposed plan, shall establish specific goals for each small business category as follows:
 - (i) Small businesses (includes small business, HUBZone small business, small disadvantaged, woman-owned small business; veteran-owned small business; and service disabled veteran-owned small business);
 - (ii) Small disadvantaged business;
 - (iii) Woman-owned small business;
 - (iv) HUBZone small business; and
 - (v) Service disabled veteran-owned small business;
 - (2) The Offeror shall provide its plan for establishing and implementing a small business mentor-protégé program.
 - (3) The Offeror's plan shall address the eleven elements identified in FAR 52.219-9(d). The Offeror shall establish goals that afford small businesses with the maximum practicable opportunity to participate in contract performance consistent with efficient performance.

The Contractor's subcontracting plan shall include assurances that the Contractor will (1) submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS and (2) ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.

- (4) For information purposes, the FY06 Small Business Subcontracting Plan goals and achievements of the incumbent contractor are listed below.

	<u>GOAL</u>	
	<u>ACHIEVEMENT</u>	
Small Business (SB)	41.30 %	45.42%
Small Disadvantaged Business (SDB)	06.33%	07.50%
Women-Owned Small Business (WOSB)	05.76%	06.46%
HUBZone Small Business	02.25%	01.95%
Service-Disabled Veteran-Owned	01.25%	00.39%

- (5) DOE has established the following subcontracting goals for NREL for FY07:

	<u>GOAL</u>
Small Business (SB)	41.38%
Small Disadvantaged Business (SDB)	06.33%
Women-Owned Small Business (WOSB)	05.76%
HUBZone Small Business	02.22%
Service-Disabled Veteran-Owned	01.25%

- (6) Each Offeror is strongly encouraged to consider this information in establishing goals under its proposed Small Business Subcontracting Plan. Any substantial change to these goals anticipated to result from implementation of the Offeror's management approach should be identified and explained.
- (f) Offerors are cautioned that they must complete certain sections of the uniform contract since award without negotiation is anticipated. The following clauses and appendices must be completed and submitted by the Offeror as part of Volume I:
- (1) Section B, Supplies Or Services And Prices/Cost; and
 - (2) The Offeror shall propose award fee under Sections B.3, as follows:
 - (i) Total available award fee for operations for the approximately eleven-month period November 9, 2008 – September 30, 2009. The proposed total available fee for operations shall not exceed \$5,137,423. The estimated budget for operations is \$188,938,129 and the estimated fee base is \$166,066,681. Total available fee for construction for the approximately eleven-month period November 9, 2008 – September 30, 2009 shall not exceed \$984,600. The approximate construction budget for this period is \$40,000,000.
 - (ii) Total available award fee for operations for each annual period of the base contract (CY2009-CY2013). The proposed fee for operations for each annual period shall not exceed \$5,420,000. The estimated budget for operations is \$220,000,000 per year and the estimated fee base is \$196,442,272 per year. Total available fee for construction for the period October 1, 2009 – September 30, 2010 shall not exceed \$58,514. The approximate construction budget for this period is \$20,000,000.
 - (iii) Total available award fee for each annual option period (CY2014-CY2017). The proposed fee for each annual option period shall not exceed \$5,420,000. The estimated budget is \$220,000,000 per year and the estimated fee base is \$196,442,272 per year.
 - (3) Section H
 - (i) H.9 Responsible Corporate Official

- (4) Section I
 - (i) Clause I.101, *DEAR 952.227-82, Rights to Proposal Data.*
 - (ii) Clause I.97, *DEAR 952.215-70, Key Personnel*
- (5) The Offeror is again cautioned that any exceptions or deviations by the Offeror to the terms and conditions stated in this solicitation for inclusion in the resulting contract may make the offer unacceptable for award without discussions. However, if the Offeror does propose exceptions/deviations the Offeror must identify and explain any exceptions/deviations, or conditional assumptions taken with respect to the requirements of the Draft Contract. Any exceptions/deviations requested must contain sufficient amplification and justification to permit evaluation and must clearly describe the benefit to the Government.

L.4 Proposal Preparation Instructions – Volume II, Technical and Management Proposal

- (a) Volume II – Technical and Management Proposal consists of certain written information and an oral presentation. This information is intended to demonstrate the Offeror’s expert understanding of the NREL Statement of Work and DOE’s expectations of NREL, and the Offeror’s concept and strategy to accomplish the Statement of Work and achieve these expectations. This material will be evaluated in accordance with Section M, Evaluation Criteria.
- (b) To ensure that Volume II is evaluated strictly on its merit, no cost information is to be included in this proposal. If the Offeror believes that quantification of a level of effort will provide clarity to any aspect of the Offeror’s proposal, the Offeror is to use labor hours or full-time equivalents only (not costs) to do so.
- (c) General instructions for formatting this Volume can be found in Section L.2.
- (d) Volume II – Technical and Management Proposal provides the Offeror’s concept, management strategy, and organizational approach to achieve the Performance Goals and Performance Attributes of the NREL Statement of Work. The Offeror will prepare and submit a comprehensive narrative detailing its concept, management strategy, and organizational structure. This narrative shall not exceed 125 qualifying pages. The Offeror will also prepare an oral presentation detailing its five-year strategic outlook, its commercialization strategy, and its proposed suite of performance objectives and measures, and performance targets for each measure for the performance goals, as detailed below:
 - (1) *Concept for NREL* – Provide the following:
 - (i) **Narrative** – Describe your concept and approach to enhance NREL’s leadership in global energy technology, policy, and market arenas as a federal research, development, demonstration, and deployment institution. Describe your concept and approach to increase the impact of the federal investment at NREL on the nation’s energy security, economic competitiveness, and environmental goals. Describe how your concept and approach will successfully achieve Mission Performance Goals (C.5 (a)(1) – (4)) contained in Section C.

Provide the major assumptions on which your concept and approach is based and discuss the importance of these assumptions to the successful implementation of your concept and approach.

Describe the role of innovation and entrepreneurship at NREL and how you would create and sustain such a role. Describe the major relationships and the contribution from these relationships you believe necessary for your success including those between the Offeror and its parent organization(s); between NREL and DOE; national and international public- and private-sector entities; and the State of Colorado and other regional entities. Describe how you would collaborate with these entities to advance national and regional interests, and define the benefits of such collaborations.

Describe your experience for development and implementation of concepts and approaches for similar missions and RDD&D institutions.

Oral Presentation – The Offeror will introduce its proposed management team in the context of its proposed management framework, and will describe the roles and responsibilities of each team member.

Describe the strategic outlook for NREL year by year and how this outlook changes through implementation of your concept for the base period of the contract. Identify major events, accomplishments, opportunities, etc., that will result from implementation of your concept and how they support DOE's and EERE's strategic success. Describe the new major capabilities, facilities, or other resources needed to accomplish your concept and how you will attain these resources for the base period of the contract.

Describe your commercialization strategy for mission relevant technologies developed, catalyzed, or identified by NREL and how it aligns with your concept, management strategy, and organizational structure, and how it will accelerate commercialization and market penetration of EERE technologies. Your strategy should describe how you would identify, develop, mature, and deploy technologies to accelerate commercialization and increase market penetration of renewable energy and energy efficiency technologies. If you propose to use private funding to achieve any part of your commercialization strategy, describe the mechanism you have planned to ensure the availability of this funding from your financial partners and your conceptual framework to protect NREL's long-term institutional integrity, brand, and vitality per the principles contained in Section L, Enclosure K.

Describe your experience in commercialization activities of similar scope as those described above. Explain how this experience will benefit you in successfully achieving your commercialization strategy.

Present the suite of proposed performance objectives and measures you believe to be necessary and sufficient to illustrate and evaluate your mission success at NREL for each Mission Performance Goal (C.5 (a)(1) – (4)) contained in Section C. Provide your proposed annual Performance Targets for each of these measures. (Additional information that may be helpful in preparing this portion of the oral presentation can be found in Section L, Enclosure G of this solicitation).

(2) *Strategy and Organizational Structure* – Provide the following:

- (i) **Narrative** – Describe your management strategy, organizational structure, and critical management systems and support functions for NREL aligned with and necessary to implement your concept, and achieve the Operational Performance Goals (C.5 (a)(5) – (8) contained in Section C.

Describe how these systems and support functions (e.g., human resources, finance, legal, procurement, etc.) create a mission support infrastructure that is both dynamic and creates long-term stability at NREL to continuously add value to the nation.

Provide your organizational chart. Describe the role of each major organizational element and key person, and the mechanisms you will employ to coordinate and manage organizational responsibilities, authorities, and accountabilities.

Describe your approach to engage small business in NREL's mission and operation including your approach to developing small businesses including the use of mentor-protégé relationships. Provide your Small Business Subcontracting Plan. (See L.3 (e) for additional information.)

Describe your strategy to ensure NREL can attract, retain, develop, and deploy the management, technical, entrepreneurial, analytic, and support personnel to ensure availability of the staff and skill sets required for long-term mission success.

Describe your strategies and mechanisms for collaborating and partnering with DOE on mission and operational matters.

Describe the major commitments you have secured from your Corporate Parent(s) or external parties critical to your mission and operational success and the value of these commitments to the Government. Describe how that commitment will be realized and enforced.

Describe your approach to managing environment, safety, and health at NREL, and how your approach will prevent incidents, reduce the severity of incidents that do occur, and ensure NREL is a leader in the ESH practice and performance.

Describe the relevant experience of the Offeror's corporate parents and proposed team members in developing and implementing management strategies, organizational structures, and management systems to the successful accomplishment of the operational expectations contained in Section C. Additionally, provide your:

- (A) *Transition Plan* – Provide your proposed transition plan, relocation schedule for Key Personnel, and overall schedule for transitioning to full management and operational accountability for the contract. Your plan should address the requirements of Sections H and L, and must describe your schedule for providing all Section J Attachments prior to the end of the transition period (8 November 2008).

- (B) *Performance Metrics* – Provide a complete suite of proposed performance objectives and measures that illustrates the linkage of your management strategy to your operational success for each Operational

Performance Goal (C.5 (a)(5) – (8)) contained in Section C. Provide your proposed annual Performance Targets for each of these measures. (Additional information that may be helpful in preparing this material can be found in Section L, Enclosure G of this solicitation).

(3) *Key Personnel*

(i) **Narrative** – Key Personnel must include the proposed NREL director (or equivalent) and all executive level positions (e.g., Chief Operating Officer, Chief Financial Officer, Chief Technology Officer, or equivalents, etc.) reporting directly to the Director. These personnel are subject to the clause Section I.97, Key Personnel. Key Personnel shall demonstrate their understanding of the Statement of Work. Key Personnel shall have experience and qualifications that demonstrates the ability to successfully lead and manage a research, development, demonstration, and deployment organization commensurate with their proposed roles. The Offeror may propose additional Key Persons as deemed essential by the Offeror. The Offeror must provide:

- (A) *A List all proposed Key Personnel in Section J, Attachment B.* Provide a full description of the position and associated responsibilities and accountabilities within the Offeror’s proposed organizational structure for each Key Person. Describe the employment relationship between these persons and the Offeror, and the arrangement between the parent organization(s) and the Offeror that enables the Key Person to participate in the management and operation of NREL, including any limitations to their participation.
- (B) *Letters of Commitment for Key Personnel.* Letter of Commitment signed and dated by each Key Person accepting employment on the contract at an agreed-upon salary and benefits package, relocate to the local area, and remain at NREL for at least two years for each proposed key person. Failure to submit the foregoing required Letter of Commitment may result in an adverse impact on the technical evaluation of Offeror’s proposal. Commitment Letters do not count against any page limitation of this Volume.
- (C) *Resumes for each Key Person.* By submission of resume, the Key Person and Offeror authorize DOE to contact any references and previous employers to verify accuracy. Each resume shall be limited to 8 pages, with the exception of the NREL director which shall be limited to 10 pages. Resumes do not count against any page limitation of this Volume. Resumes must conform to the following format:

KEY PERSONNEL RESUME FORMAT	
1.	Name of Offeror
2.	Name of Key Person
3.	Proposed Position
4.	Name of Parent Organization for which the Key Person worked at the time of when the Offer was submitted.
5.	Duties and Responsibilities in Proposed Position tied to the Performance Goals of the SOW
6.	Chronological Relevant Work History: Start with current position and work backwards.
	A. Name and Address of Firm
	B. Last Position Held

C. Dates of Employment:

D. Summary of Responsibilities, Accomplishments, and Results

Provide a concise description of major duties and responsibilities for each job relevant to the proposed position. Include specific examples demonstrating the ability to develop and implement innovative approaches and adopt practices that foster continuous improvement, challenge the status-quo and existing paradigms in formulating and implementing safe, high quality, timely and cost-effective programs. List the type and number of personnel supervised.

E. Name, Title, Phone Number, and Email of Supervisor:

7. Education: Degree(s); discipline(s); year(s); and institution(s)

8. Citizenship

9. Level of Current Security Clearance (if any) and Issuing Agency

10. Professional Affiliations/Registrations

11. Publications, Awards, Honors, and Professional Recognition:

12. Explanation of why the individual's education, experience, leadership, and demonstrated performance have prepared him/her for the proposed position.

13. References: Name, title, address, telephone number, email. The proposed Key Personnel should list three references from other than the proposing organization.

Signature of Key Person

By his/her signature the Key Person authorizes DOE to contact references and previous employers provided to verify accuracy of the information provided. DOE may consider the information received in evaluation of the Offeror's proposed Key Personnel.

(ii) **Oral Presentation** – Key Personnel shall demonstrate their understanding of the Statement of Work and the urgency of successfully achieving the NREL mission. Key Personnel shall demonstrate how their experience and qualifications demonstrate their ability to successfully lead and manage a research, development, demonstration, and deployment organization commensurate with their proposed roles.

(4) *Past Performance* – The Offeror shall provide past performance information for the separate legal entity and other signatories to the Performance Agreement. If the Offeror proposes to have portions of the Statement of Work performed by an entity(ies) other than itself (e.g., major subcontractors), it shall provide relevant information concerning the past performance of the entity(ies). The Offeror bears the burden of demonstrating its past performance; therefore, the Offeror is required to provide sufficient data for the Government to properly evaluate past performance. The Offeror shall submit a completed Past Performance Information Form (PPIF), Section L, Enclosure D-1, for at least three separate contracts. If the Offeror has no relevant experience in the corporate entity's name, the Offeror shall submit past performance information for each of the Offeror's parent organization(s) signing the Performance Guarantee for the last three years where work is/was similar in size, scope, complexity, risk, and relevant to the statement of work. For each of the contracts, the Offeror shall describe in the PPIF why work is relevant (similar in nature and complexity) to the Statement of Work that is to be performed by the team member under the Contract Statement of Work. Contracts listed may include federal, state, and local Government and commercial customers. The Offeror shall provide copies of any award fee determinations with each of the PPIFs, contractor past performance reports, or other documentation that reflects the formal performance assessments of the Offeror by its customer. If the

Offeror's parent organization(s) is a large business, the Offeror shall submit a completed Socio-Economic PPIF, Section L, Enclosure D-2, for each organization. Offerors are encouraged, but not required, to submit advance copies of the completed PPIFs fourteen (14) calendar days prior to the date for receipt of proposals.

The Offeror shall provide the Past Performance Questionnaire (see Section L, Enclosure D-3) and Past Performance Cover Letter (see Section L, Enclosure D-4), to either the technical or contracting point of contact on the references (*Past Performance Information Form*, Blocks 9a and 9b) used as past performance references. The Offeror shall provide the government a list of companies and points of contact to which questionnaires were sent. These reference points of contact shall return the completed Past Performance Questionnaires directly to the SEB addressed as noted below or by facsimile at (303) 928-8531. The following statement should appear on the outside of the envelope.

NOTICE: TO BE OPENED BY ADDRESSEE ONLY. CONTAINS SOURCE SELECTION INFORMATION UNDER SOLICITATION NO. DE-RP36-07GO97036

U. S. Department of Energy
ATTN: Steven L. Scott
Source Evaluation Board
Building 4
1536 Cole Boulevard, Suite 170
Golden, CO 80401

The Past Performance Questionnaire must be submitted directly from the reference to DOE. This information should be submitted fourteen (14) calendar days prior to the date for receipt of proposals. Receipt of the questionnaires by DOE is not subject to the provisions of Section L.1, *Instructions to Offerors-Competitive Acquisition* related to late proposals. The Offeror shall be responsible for following up with reference points of contact and for ensuring that the Past Performance questionnaire for each reference is completed and returned to the Contracting Officer within sufficient time to be considered in the evaluation process. However, at the Contracting Officer's discretion, the Government may choose to consider questionnaires that arrive after proposal evaluation has begun if such consideration does not unduly delay the evaluation.

(e) Supplemental Instructions

- (1) Preparation of the Management Narrative
 - (i) General formatting requirements for narrative sections of the submission can be found in Section L.2. The Management Narrative is limited to 125 qualifying pages. There is no restriction on the use of embedded figures in the Management Narrative, although space consumed by these figures will count against the page limitation.
- (2) Oral Presentation Preparation and Delivery
 - (i) Preparation

- (A) Oral presentations will be prepared and delivered using Microsoft PowerPoint at the appointed time and location. Offerors have discretion on the format, organization, and conduct of their presentation with the exceptions that no video clips may be embedded in the presentation, no videos may be shown during the presentation, and that every Key Person must be present in person and must participate in the presentation. Unnecessarily elaborate presentations – beyond those sufficient to present a complete and effective response to this solicitation – are not desired.
 - (B) Offeror's are cautioned to minimize duplication of material otherwise presented in Volume II and to ensure the consistency of the oral presentation in other parts of its proposal. When an oral presentation includes information that the parties intend to include in the contract as material terms or conditions, the information shall be put in writing. Incorporation by reference of an oral statement is not permitted.
 - (C) Offerors must provide an outline for the presentation and all slides must be indexed to this outline and marked accordingly to facilitate presentation flow.
 - (D) The Government will provide one computer, one computer projector, and one projection screen for the Offeror's use.
- (ii) Delivery
- (A) Offeror's presentation is limited to three (3) hours.
 - (B) DOE does not intend to ask any questions during the Offeror's prepared portion of its oral presentation. Additionally, it is not anticipated that DOE will ask any questions after the presentation. However, to the extent that communication is necessary, the following guidelines will be used:
 - 1) All communications will be directed to and controlled by the Contracting Officer;
 - 2) With the exception of minor issues such as a request to repeat something, to speak louder, etc., all communications will be conducted in writing, including post presentation questions and answers. Any questions asked of the Offeror will be to enhance DOE's understanding of the Offeror's presentation; to allow reasonable interpretation of the presentation; or to facilitate the DOE's evaluation process.
- (iii) After completion of the Offeror's presentation, the SEB will adjourn for lunch. After the lunch break the Offeror will be presented with the SEB's questions, if any. The Offeror will be provided adequate time to prepare its response(s) and will provide its response(s) to the SEB. If the SEB has no further questions, the oral presentation will conclude after the lunch break.
- (iv) DOE will schedule the oral presentations based on drawing lots and will notify the Offeror's designated contact within five working days after the final date for receipt of proposals of the date, time, location, and other instructions related to its oral presentation. The oral presentations will commence March 14, 2008. DOE reserves the right to schedule an

Offeror's presentation at its discretion. DOE will not consider a request from an Offeror to reschedule its presentation except under extenuating circumstances, e.g., personal illness or emergency and, if DOE agrees to reschedule it will be at DOE's discretion. The schedule for oral presentations is shown below. The SEB will strictly enforce the time limits. Offerors have the latitude to space the two 15 minute breaks during the morning session to fit their presentations. However, the two breaks must be reasonably spaced over the total period and are required to be used. If not scheduled during the presentation by the Offeror, two 15 minute breaks will be enforced by DOE.

ORAL PRESENTATION SCHEDULE		
Time Allocation		Activity
07:00 am	08:00 am	Presentation room available to Offeror
08:00 am	08:15 am	DOE Introductions and Instructions
08:15 am	08:30 am	Opening remarks by Offeror's proposed NREL Director and introduction of presentation team
08:30 am	12:00 pm	Offeror's presentation (includes two 15 minute breaks to be scheduled by Offeror)
12:00 pm	01:00 pm	Break for Lunch
01:00 pm	01:15 pm	SEB questions (if any) provided to the Offeror
01:15 pm	02:00 pm	Offeror prepares response(s) to SEB questions
02:00 pm	02:15 pm	Offeror presents response(s) to SEB
02:15 pm	02:30 pm	DOE Closing Remarks/Conclusion of Oral Presentation

- (v) Electronic communications with or connection to the Offeror's oral presentation team and any other person or entity internally or externally is prohibited.
- (vi) Only Key Personnel are authorized to attend the oral presentation. At the discretion of the Offeror. However, two non-Key Persons demonstrably critical to the success of the Offeror's plan and management of NREL may attend. If the Offeror elects to include these persons they must present during the oral presentation. These persons must be members of the proposed management team whom the Offeror will actually employ under the prospective Contract and the Offeror must provide signed Letters of Commitment for these persons as if they were Key Personnel (see L.4 (e)(3)(ii)).
- (vii) The Offeror is allowed two technicians to support presentation set-up and other support tasks
- (viii) It is the Offeror's responsibility to present all material within the allotted time and only those materials presented during the allotted time for the oral presentation will be considered in the evaluation. Offeror's must discuss each slide in its presentation in sufficient detail and allow sufficient time for SEB members to fully comprehend the slide's relationship and relevance to the Offeror's proposal.

- (ix) The Offeror may not bring any electronic equipment including but not limited to computers/laptops, cell phones, PDAs, Blackberry's, cameras, video or audio recording equipment, etc. or equivalents, into the oral presentation. In addition, the Offeror may not bring any presentation or reference material including its written proposal.
- (x) Offerors will not be permitted to make audio or video recordings; however, DOE will make a video recording of the presentation and will provide the Offeror one copy within a reasonable time after contract award if requested by the Offeror.

L.5 Proposal Preparation Instructions – Volume III, Cost, Fee, Financial and Other Information

All cost, fee, and financial information shall be included in Volume III. Given the nature of performance-based management and operating contracts, Offerors will not be required to provide, nor will the Government determine, an estimate of overall contract costs. The cost proposal shall consist of information on the Offeror's estimated costs to perform the required work for the two month transition period, Key Personnel costs (excluding relocation costs), proposed award fee, and any other information as specified herein. Volume III should include:

(a) Transition Cost

- (1) The transition period (not to exceed sixty (60) days) will be from date of contract award through November 8, 2008 (see Clause H.24)). Reimbursement for the allowable costs of the transition period will be on a cost-reimbursement (no fee) basis, subject to the cost principles of FAR 31 and DEAR Part 931. The maximum allowable cost for transition which will be reimbursable by the Government will be the amount included by the Offeror in Provision H.24 and returned to the Government in Volume I in accordance with Section L.5. The amount included in Provision H.24 shall be supported by the cost estimate required below.
- (2) Provide a cost estimate for all transition activities that addresses all elements for a successful transition as described in Section H, L, and J. The information submitted must address the total cost of the transition period by major transition activity, and must be in sufficient detail to allow for evaluation of the reasonableness and cost realism of all transition activities set forth in Clause H.24. Proposed costs must be broken down by the following major cost elements: direct labor (including number of personnel hours and dollars); fringe benefits, indirect cost allocations (by pool type and rate); travel; facilities; materials; supplies; subcontracts; space/lease costs; and all other cost elements in excess of \$25K related to the period of transition. Proposed rates for indirect costs and fringe benefits should be briefly explained.

(b) Key Personnel Costs

- (1) As part of the evaluation of the cost to the Government of doing business with each Offeror, the Government will evaluate the total annual compensation and associated fringe benefits for all proposed Key Personnel for the first two full years of contract performance after the completion of the transition period.
 - (i) For each proposed Key Personnel position, provide the following cost information for the first two years of contract performance:

(A) Position title;

(B) Total compensation on an annual basis. For purposes of this requirement, the term “compensation” is defined by Section 39 of the Office of Federal Procurement Policy (OFPP) Act (41 U.S.C 435), as amended; and

(C) Fringe benefit costs on an annual basis.

(c) Performance Fee

- (1) The total available research and development performance fee pool for this contract through September 30, 2013 shall not exceed \$26,817,423. The total available fee for planned construction is 1,566,114.
- (2) Also refer to Clause B.4, *Allowability of Subcontractor Fee*.
- (3) The Offeror shall propose a total available performance fee for each of the fiscal years specified in Part I, Clause B.3 (c). The fee proposed for each year shall not exceed, but may be less than, the maximum fee amounts specified below:

Total Available Fee – Research and Development Base Period		
Period	Fee Base	Total Available Fee
November 9, 2008 through September 30, 2009	\$197,095,890	\$5,137,423
October 1, 2009 through September 30, 2010	\$220,000,000	\$5,420,000
October 1, 2010 through September 30, 2011	\$220,000,000	\$5,420,000
October 1, 2011 through September 30, 2012	\$220,000,000	\$5,420,000
October 1, 2012 through September 30, 2013	\$220,000,000	\$5,420,000

Total Available Fee – Construction Management Contracts Base Period		
Period	Fee Base	Total Available Fee
November 9, 2008 through September 30, 2009	40,000,000	\$984,600
October 1, 2009 through September 30, 2010	\$20,000,000	\$581,514

Total Available Fee – Research and Development Option Period		
Period	Fee Base	Total Available Fee
October 1, 2013 through September 30, 2014	\$220,000,000	\$5,420,000
October 1, 2014 through September 30, 2015	\$220,000,000	\$5,420,000
October 1, 2015 through September 30, 2016	\$220,000,000	\$5,420,000
October 1, 2016 through September 30, 2017	\$220,000,000	\$5,420,000
October 1, 2017 through September 30, 2018	\$220,000,000	\$5,420,000

(d) This award is subject to Cost Accounting Standards (CAS) and submission of a Disclosure Statement is required (see Provision K.5). Offerors currently covered by these requirements must provide the name and phone number of the Federal office responsible for appraising their Disclosure Statement.

(e) Other Required Information

(1) Financial statements – For the Government’s use in determining responsibility under FAR 9.1, provide audited/certified financial statements for the three most recently completed accounting periods. Financial statements shall at least include as applicable: a balance sheet, statement of operations (profit and loss), statement of changes in financial position, the most recent Securities and Exchange Commission (SEC) filings (10K and 10Q), and any explanatory notes for each financial statement.

(2) Joint Ventures, LLCs or other Teaming Arrangements – Offerors who submit a proposal as a joint venture, LLC, or other teaming arrangements shall provide full and complete cost and financial information for each of the participating firms, as well as the proposed teaming arrangement’s organization itself. Included in this information shall be the specifically identified information in sections (a), (b), (d), and (e) above for each participating firm and the teaming arrangement’s organization itself. In addition, Offerors are to include a copy of the charter/organizational document(s) that govern the relationships between the Joint Ventures, LLCs, or other Teaming Arrangements.

(3) Reconciliation of the RFP and accounting system – If the Offeror’s estimating and/or accounting practices differ from the requested Cost and Fee Proposal content, the Offeror shall use this reconciliation to explain any differences.

(f) Acknowledgment of Amendments

Offerors are to provide a written acknowledgement that the Offeror received each amendment to this RFP in Volume III. Block 14 of SF 33 does not have to be completed.

L.6 DEAR 970.5209-1 Requirement for Guarantee of Performance (Dec 2000)

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

L.7 FAR 52.204-6 Data Universal Numbering System (Duns) Number (Oct 2003)

(a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative

Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
 - (1) An Offeror may obtain a DUNS number:
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (c) The Offeror should be prepared to provide the following information:
 - (1) Company legal business name;
 - (2) Trade style, doing business, or other name by which your entity is commonly recognized;
 - (3) Company physical street address, city, state and Zip Code;
 - (4) Company mailing address, city, state and Zip Code (if separate from physical);
 - (5) Company telephone number;
 - (6) Date the company was started;
 - (7) Number of employees at your location;
 - (8) Chief executive officer/key manager;
 - (9) Line of business (industry); and
 - (10) Company Headquarters name and address (reporting relationship within your entity).

L.8 Time, Date, and Place Offers and Proposal Information Are Due

- (a) Offers and Proposal Information are due at the time and date identified on the SF 33 *Solicitation, Offer and Award* (Page 1 of the RFP), Block 9. (CAUTION: See provision at FAR 52.215-1 describing treatment of late submissions, modifications, and withdrawals of proposals.) Proposals must be postmarked by the required submission date specified on the SF33.
- (b) Offeror assumes full responsibility of ensuring that its Proposal is received by DOE no later than the date and time specified in this solicitation.
- (c) Proposals are due no later than 4 p.m. Mountain Standard Time on March 5, 2008.
- (d) Mailed hard copies of Offers and Proposal Information shall be marked as follows:

FROM: Offeror's Information

MAIL TO:

U S. Department of Energy
ATTN: Steven L. Scott
Source Evaluation Board
Building 4
1536 Cole Boulevard, Suite 170
Golden, CO 80401
SOLICITATION NO. DE-RP36-07GO97036

- (e) Hand Carried/Overnight Delivery hard copies of Offers and Proposal Information shall be marked as follows:

FROM: Offeror's Information

HAND CARRY OR OVERNIGHT DELIVERY TO:

U. S. Department of Energy
ATTN: Steven L. Scott
Source Evaluation Board
Building 4
1536 Cole Boulevard, Suite 170
Golden, CO 80401
SOLICITATION NO. DE-RP36-07GO97036

Hand carried or overnight package(s) must be delivered between 8:00 a.m. and 4:00 p.m. on Federal workdays. Delivery to any location other than that specified herein is unacceptable.

L.9 Offer Acceptance Period

The minimum offer acceptance period is 175 calendar days after the required date for receipt of Offers. Block 12 of the SF 33 *Solicitation, Offer, and Award* does not apply.

L.10 Reserved

L.11 FAR 52.216-1 Type Of Contract (Apr 1984)

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

L.12 FAR 52.222-24 Pre-Award On-Site Equal Opportunity Compliance Review (Feb 1999)

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

L.13 FAR 52.233-2 Service Of Protest (Aug 1996) As Modified By DEAR 952.233-2

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

U. S. Department of Energy
ATTN: Steven L. Scott
Source Evaluation Board
Building 4
1536 Cole Boulevard, Suite 170
Golden, CO 80401

Telephone: (303) 928-8524
Facsimile: (303) 928-8531

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.
- (c) Another copy of a protest filed with the GAO shall be furnished to the following address within the time period described in paragraph (b) of this clause:

U.S. Department of Energy
Assistant General Counsel for Procurement
And Financial Assistance (GC-61)
1000 Independence Avenue, S.W.
Washington, DC 20585

Facsimile: (202) 586-4546

L.14 DEAR 952.233-5 Agency Protest Review (Sep 1996))

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

L.15 DEAR 952.233-4 Notice of Protest File Availability (Sep 1996)

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

required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, Offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR1004.)

L.16 Small Business Size Standards and Set-Aside Information (Unrestricted)

This acquisition is unrestricted and contains no set-aside provisions. The North American Industry Classification System (NAICS) Code is 541710.

L.17 Number of Contract Awards Resulting From This Solicitation

One contract award will result from this solicitation.

L.18 Content of Resulting Contract

Any Contract awarded as a result of this solicitation will contain Part I – The Schedule, Part II – Contract Clauses, Part III, Section J, *List of Documents, Exhibits and Other Attachments*.

L.19 Alternate Offers

Alternate offers are not solicited and will not be evaluated.

L.20 False Statements

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

L.21 Expenses Related To Offer and Other Written and Oral Information

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

L.22 Electronic Media – Solicitation and Amendment Distribution

(a) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used and will be the sole method used for distributing the solicitation and amendments thereto to the public. The solicitation and any amendments will be posted on the DOE's Internet Website at: <http://e-center.doe.gov>.

(b) The above electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties will need to maintain continual surveillance of the above Website to remain

abreast of the latest available information; thus, Offerors and other interested parties are encouraged to use the above Website's "Subscription" feature.

- (c) No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

L.23 Availability of Referenced Documents and Organizational Internet URL Address Information

- (a) The DOE has established a Website that contains various available reference documents and other organizational Websites of interest for the Offeror's information and use in connection with preparing an Offer under this solicitation. Such documents/information can be accessed from links at the solicitation Website at: <http://e-center.doe.gov>.
- (b) Offerors are cautioned that the information, reference documents and organizational Websites contained in the above URL address are not, nor was it intended to be, all-inclusive. Offerors are strongly urged to perform their own additional research using these and other available sources.

L.24 Non-Federal Personnel Support

Offerors are advised that DOE Contractor personnel may assist the Government during the Government's evaluation of proposals. These persons shall be authorized access to only those portions of the proposal data and discussions that are necessary to enable them to provide specific technical advice on specialized matters or on particular problems. These individuals will be required to protect the confidentiality of any specifically identified trade secrets and/or privileged or confidential commercial or financial information obtained as a result of their participation in this evaluation. They shall be expressly prohibited from scoring, ranking, or recommending the selection of a source.

L.25 Responsible Prospective Contractors

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

L.26 Disposition of Offers and Proposal Information

Proposals or bids will not be returned, except for timely withdrawals. Proposals not required for official record retention will be destroyed. Drawings, specifications, and other documents supplied with the solicitation may be retained by the Offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

L.27 Restrictions on Offeror Contacts with Employees of Incumbent Contractor

No on-site contacts of any kind with employees of the current incumbent contractor are permitted related to this solicitation. Contacts with employees regarding future employment are permitted; however, such contacts and interviews must take place outside the normal working hours of such employees and at off-site locations.

L.28 Central Contractor Registration Requirements

The Offeror's attention is directed to the requirements Clause I.66, *Payment by Electronic Funds Transfer—Central Contractor Registration* and I.14, *Central Contractor Registration (CCR)*. FAR 52.204-7 states in part:

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

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

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

L.29 FAR 52.252-5 Authorized Deviations In Provisions (Apr 1984)

- (a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the provision.
- (b) The use in this solicitation of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

L.30 DEAR 952.219-70 DOE Mentor-Protégé Program (May 2000)

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

L.31 Questions On Solicitation

All questions concerning this solicitation shall be submitted electronically through the "Submit Question" feature of IIPS at <http://e-center.doe.gov>. All responses will also be made on IIPS. The Government requests that this process be used rather than letters, emails, or phone calls. It is requested that all questions on the RFP be submitted no later than 22 February 2008. Questions submitted after this date may not be answered and may not be a basis for amending this Solicitation.

L.32 List of Enclosures to Section L

<u>Enclosure</u>	<u>Title</u>
A	Performance Guarantee Agreement
B	Small Business Subcontracting Plan Model
C	Reserved
D-1	Past Performance Information Form
D-2	Socio-economic Past Performance Information Form
D-3	Past Performance Questionnaire
D-4	Past Performance Cover Letter
E	Discretionary Incumbent Management Positions/Key Personnel
F	List of Acronyms
G	Guidance for the Development of the Performance Metrics and the Framework for the Performance Evaluation and Measurement Plan
H	Guidance for the Development of the Diversity Plan
I	Guidance for the Development of the Employees Concern Program
J	Guidance for the Development of the Equal Opportunity Program
K	Guidance for Privately Funded Technology Transfer Programs

L.33 DEAR 952.211-70 Priorities and Allocations (Atomic Energy) Alternate I (Jun 1996)

Contracts or purchase orders awarded as a result of this solicitation shall be assigned a [x] DO-Rating; [] DX-Rating; and certified for national defense use in accordance with the Defense Priorities and Allocations System (DPAS) regulation (15 CFR Part 700) (Contracting Officer check appropriate box.)

Contracts or purchase orders awarded as a result of this solicitation may be eligible for priorities and allocations support in accordance with 10 CFR Part 216 and section 101(c) of the Defense Production Act of 1950, as amended. [52 FR 38425, Oct. 16, 1987; 61 FR 21975, May 13, 1996.]

PART IV
REPRESENTATIONS AND INSTRUCTIONS
SECTION L
ENCLOSURE A
PERFORMANCE GUARANTEE AGREEMENT

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

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

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

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any

amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contract or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

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

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

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

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

NAME OF CORPORATION

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

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

NAME OF PARENT CORPORATION

NAME AND POSITION OF OFFICIAL
EXECUTING PERFORMANCE GUARANTEE AGREEMENT ON BEHALF
OF PARENT (s) OF OFFEROR

**PART IV
REPRESENTATIONS AND INSTRUCTIONS
SECTION L
ENCLOSURE B**

SMALL BUSINESS SUBCONTRACTING PLAN MODEL

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

MODEL SUBCONTRACTING PLAN OUTLINE

Contractor: _____

Address: _____

Solicitation Number: DE-RP36-07GO97036

Item/Service: Management and Operation of the National Renewable Energy Laboratory

Amount of Contract for FY09 (November 8, 2008, through September 30, 2008, partial year) through September 30, 2013: Estimated \$ _____

Period of Contract Performance: November 9, 2008 through September 30, 2013 _____

Type of Plan (Check One)

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

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

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

I. Goals

The Contractor shall submit its proposed subcontracting goals each fiscal year during the term of this contract, or by such later date as authorized in writing by the Contracting Officer. This submittal shall include goals for Small Business concern (SB), Veteran-owned Small Business concern (VOSB), Service-disabled Veteran-owned Small Business concern (SDVOSB), HUBZone Small Business concern (HubSB), Small Disadvantaged

Business concern (SDB), and Women-owned Small Business concern (WOSB). The established goals will be incorporated into this plan by letter and will not require contract modification.

The proposed goals shall be based upon an established percentage of estimated commercial purchases, including those for Large Business concerns (LB), which will be derived from the current fiscal year budget. Goals may be changed within the first six months of each fiscal year with the approval of the Contracting Officer. Goals for the utilization of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB subcontractors shall be submitted as follows unless otherwise required by the Contracting Officer.

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

(a) The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the contract period Year One. For each year of performance, revised goals will be negotiated and included in the contract by modification.

(1) The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is * \$ TBD-AA (100%)

(i) LB Concerns. Total estimated dollar value and percent of planned subcontracting with large businesses (all business concerns classified as “other than small”) (% of 1. above): * \$ TBD-AA and TBD-AA %.

*** TBD-AA: To Be Determined After Award**

(ii) SB Concerns. Total estimated dollar value and percent of planned subcontracting with small businesses (include SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns) (% of 1. above): * \$ TBD-AA and TBD-AA %.

(iii) VOSB Concerns. Total estimated dollar value and percent of planned subcontracting with veteran-owned small businesses (% of 1. above): * \$ TBD-AA and TBD-AA %. This amount is included in the amount shown under A.1.b, above, as a subset.

(iv) SDVOSB Concerns. Total estimated dollar value and percent of planned subcontracting with service-disabled veteran-owned small businesses (% of 1. above): * \$ TBD-AA and TBD-AA %. This amount is included in the amount shown under A.1.b, above, as a subset.

(v) HubSB Concerns. Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses (% of 1. above): * \$ TBD-AA and TBD-AA %. This amount is included in the amount shown under A.1.b, above, as a subset.

(vi) SDB Concerns. Total estimated dollar value and percent of planned subcontracting with small disadvantaged businesses (% of 1. above): * \$ TBD-AA and TBD-AA %. This amount is included in the amount shown under A.1.b, above, as a subset.

(vii) WOSB Concerns. Total estimated dollar value and percent of planned subcontracting with small women-owned businesses (% of 1. above):

* \$ TBD-AA and TBD-AA %. This amount is included in the amount shown under A.1.b, above, as a subset.

*** TBD-AA: To Be Determined After Award**

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

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

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

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

(2) Include a description of the method used to develop the subcontracting goals for SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns; i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals; how the areas to be subcontracted to SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns were determined; and how the capabilities of SB, VOSB, SDVOSB, HubSB, SDB, and WOSB were determined. Include any source lists used in the determination process.

(3) Indirect costs []-have []-have not been included in the dollar and percentage subcontracting goals stated above. (Check one)

(4) If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns.

II. Program Administrator

The subcontracting plan is to be administered by the contractor to assure that the provisions of applicable Law and the plan are implemented and performed. Any change in the name of the program administrator will be communicated without delay to the Contracting Officer by letter and will not require an immediate contract modification. Such change(s), if any, will be included in the next applicable supplemental agreement Contract modification.

The name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor’s subcontracting program.

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

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

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

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

III. Equitable Opportunities and Outreach Efforts

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

- (a) Outreach efforts to obtain sources:
 - (1) Contacting minority and small business trade associations;
 - (2) Contacting business development organizations;
 - (3) Attending small and minority business procurement conferences and trade fairs;
 - (4) Requesting sources from the Small Business Administration's Procurement Marketing and Access Network (PRO-Net), Central Contractor Registration (CCR);
 - (5) Utilizing newspapers and magazine ads to encourage new sources.
 - (6) Other participation in efforts or activities to expand the socioeconomic database for this contract.
 - (7) Utilizing book references, catalogs, source lists, or other reference material to identify SB, VOSB, SDVOSB, HubSB, SDB, and WOSB sources before the acquisitions are placed by the buying activities.
 - (8) Additional Efforts
- (b) Internal efforts to guide and encourage purchasing personnel:
 - (1) Presenting workshops, seminars, and training programs on requirements of this plan;
 - (2) Establishing, maintaining, and using SB, VOSB, SDVOSB, HubSB, SDB, and WOSB source lists, guides, and other data for soliciting subcontracts;
 - (3) Monitoring activities to evaluate compliance with the subcontracting plan; and
 - (4) Additional Efforts

IV. Subcontracting Plan Flowdown

The contractor agrees to include the provisions under Clause I.27, *Utilization of Small Business Concerns*, in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, which receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by Clause I.28, *Small Business Subcontracting Plan*. The prime contractor cannot alter this requirement.

V. Reports And Surveys

The contractor gives assurance of:

- (a) Cooperation in any studies or surveys that may be required by the contracting agency, or the U.S. Small Business Administration (SBA);
- (b) Submission of periodic reports, which show compliance with the subcontracting plan;

- (c) Submission of SF 294, *Subcontracting Report for Individual Contracts*, and SF 295, *Summary Subcontract Report*, in writing, in accordance with the instructions on the forms. Once the Government's Electronic Subcontract Reporting Systems (eSRS) becomes operational, the Contractor shall submit the SF 294 and SF 295 reports electronically to a single, government wide system, which can be accessed at the following website: www.esrs.gov. The eSRS is a single reporting tool for all subcontracting plan accomplishments, will streamline the reporting process, and provide the Government with immediate access to the Contractor's subcontracting data. The Contractor shall be responsible for inputting accurate and complete reports into the eSRS. Contractor reporting of SF 294 and SF 295 accomplishments using the eSRS will commence upon receipt of written notification from the Contracting Officer's Representative; and
- (d) Ensuring that large business subcontractors with subcontracting plans agree to submit SF 294 and SF 295, version 10/2001 or any other version as determined necessary by the Contracting Officer to comply with DOE internal procedures/practices.

REPORTING PERIOD	REPORT DUE	DUE DATE
October 1 – March 31	SF 294	April 30 th
April 1 – September 30	SF 294	October 30 th
October 1 – March 31	SF 295	April 30 th
October 1 – September 30	SF 295	October 30 th

Addresses for submitting SF 294 and SF 295: The completed original written reports shall be submitted to (1) the cognizant Contracting Officer elsewhere identified in the contract; and (2) a courtesy copy to the cognizant SBA Procurement Center Representative.

VI. Records and Procedures

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

- (a) If the prime contractor is not using PRO-Net as its source for SB, VOSB, SDVOSB, HubSB, SDB, and WOSB concerns, list the names of guides and other data identifying such vendors;
- (b) Organizations contacted in an attempt to locate SB, VOSB, SDVOSB, HubSB, SDB, and WOSB sources;
- (c) On a contract-by-contract basis, records on each subcontract solicitation resulting in an award of more than \$100,000 indicating whether SB, VOSB, SDVOSB, 8(a)SB, SDB, and WOSB concerns were solicited, and if not, why not; and if applicable, the reason that the award was not made to a small business concern;
- (d) Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- (e) Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities subcontract award data including the name, address, and business size of each subcontractor (this item is not required on a contract-by-contract basis for company or division-wide commercial plans);

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

(g) Additional Records:

This subcontracting plan was submitted by:

Signed: _____

Typed Name: _____

Title: _____

Date: _____

Phone No.: _____

PLAN ACCEPTED BY: _____

Contracting Officer

Date: _____

PART IV
REPRESENTATIONS AND INSTRUCTIONS
SECTION L
ENCLOSURE C
Reserved

PART IV
REPRESENTATIONS AND INSTRUCTIONS
SECTION L
ENCLOSURE D – 1
PAST PERFORMANCE INFORMATION

Past Performance Information Form for (Name of Company/Offeror)

1. Complete Name of Customer
2. Current Customer Address and Telephone Number
3. Contract Number and Type of Contract
4. Date of Contract Award
5. Date Work Commenced
6. Date Work Ended
7. Initial Contract Price/Cost and Fee
8. Final Amount Invoiced/
Amount Invoiced to Date
- 9a. Technical Point of Contact (include address and telephone number)
- 9b. Contracting Point of Contact (include address and telephone number)
10. Activity Title
11. Description of Activity and Relevancy
12. Description of Problems and Conflicts Encountered
13. Current Status of Contract (choose one)
 - Work Continuing, On Schedule
 - Work Continuing, Behind Schedule
 - Work Completed, Litigation Pending or Underway
 - Work Completed, No further Action Pending or Underway
 - Work Completed, Routine Administrative Action Pending or Underway
 - Terminated for Convenience
 - Terminated for Default
 - Other (explain):
14. ES&H Performance Per Year (2001, 2002, 2003, 2004, 2005, and 2006)

- (a) Workplace Fatalities (number per year)
- (b) Total Recordable Case (TRC) Rate (number of cases per 200,000 hours worked)
- (c) Days Away, Restricted, or Transferred (DART) Days Rate (number of days per 200,000 hours worked)
- (d) DART Case Rate (number of cases per 200,000 hours worked)
- (e) Fire Loss Statistics (\$dollars/year)
- (f) Average annual worker radiation effective dose equivalent
- (g) Identify all regulatory agencies, with specific points of contact/phone numbers, responsible for oversight waste management permits, environmental activities, nuclear safety, worker safety, and radiological control activities.
- (h) Identify any notices of violations, enforcement actions or letters, compliance orders, consent decrees or agreements, or deficiencies, including any fines and penalties (civil and/or criminal).
- (i) Indicate the current status, including the actual or proposed resolution, of any regulatory compliance actions.
- (j) Identify any awards, honors, recognition or notable achievements related to ES&H program performance.

If more space is needed for item 14, attach additional pages.

Item 14 does not count as qualifying pages for the page limitation of Volume II.

PART IV
REPRESENTATIONS AND INSTRUCTIONS
SECTION L
ENCLOSURE D – 2

SOCIO-ECONOMIC PAST PERFORMANCE INFORMATION FORM

Socio-Economic Past Performance Information Form for (Name of Company/Offeror)

Identify the five (5) largest Government contracts held by each large business during the previous three (3) years up to the present:

Identify the socio-economic goals for each contract, and the business' achievements against the goals:

If goals were not achieved, describe the bases/assumptions in establishing the goals and an explanation as to why the goals were not achieved:

Government Contact and Phone Number:

PART IV
REPRESENTATIONS AND INSTRUCTIONS
SECTION L
ENCLOSURE D – 3

PAST PERFORMANCE QUESTIONNAIRE

Past Performance Questionnaire for _____

Respondent: Please fill in the following table:

1. Complete Name of Responder and Company
2. Company Address, Telephone Number and Facsimile Number (w/Area Code)
3. Contract Number and Type of Contract
4. Signature

Please use the following definitions to provide your ratings:

- | | |
|----------------------------|--|
| 4 = Outstanding | Performance was substantially and consistently above contract requirements. Contractor displayed an overall superior understanding of contract requirements, and used innovative approaches leading to enhanced performance. |
| 3 = Good | Performance was above minimum contract requirements. Contractor displayed a thorough understanding of contract requirements. |
| 2 = Satisfactory | Performance met minimum contract requirements. |
| 1 = Marginal | Performance was below minimum contract requirements. Contractor displayed a lack of thorough understanding of contract requirements in one or more significant performance areas. |
| 0 =Unsatisfactory | Completely failed to meet the minimum contract requirements. Contractor displayed a total lack of understanding of contract requirements. |
| NA = Not Applicable | |
| DK = Don't Know | No knowledge available to rate this question. |

For any rating(s) less than 2, please attach an explanatory narrative. We greatly appreciate your time and assistance in completing this questionnaire.

[Page 1 of 2 Pages]

Past Performance Questionnaire for _____**Respondent _____**

- | | |
|---|--|
| 1. Did the contractor adhere to contract delivery schedules/response times/cost estimates/budgets? | <input type="checkbox"/> [0] <input type="checkbox"/> [1] <input type="checkbox"/> [2] <input type="checkbox"/> [3] <input type="checkbox"/> [4] <input type="checkbox"/> [NA] <input type="checkbox"/> [DK] |
| 2. Did the contractor use an effective project management system that included planning, budgeting, status tracking, cost reporting, baseline management, critical path analysis, and work breakdown structure? | <input type="checkbox"/> [0] <input type="checkbox"/> [1] <input type="checkbox"/> [2] <input type="checkbox"/> [3] <input type="checkbox"/> [4] <input type="checkbox"/> [NA] <input type="checkbox"/> [DK] |
| 3. Was there a positive or negative trend in contract performance (“0” would be a very negative trend, “4” would be a very positive trend)? | <input type="checkbox"/> [0] <input type="checkbox"/> [1] <input type="checkbox"/> [2] <input type="checkbox"/> [3] <input type="checkbox"/> [4] <input type="checkbox"/> [NA] <input type="checkbox"/> [DK] |
| 4. Did the contractor demonstrate the ability to integrate activities with other contractors on multiple contractor programs? | <input type="checkbox"/> [0] <input type="checkbox"/> [1] <input type="checkbox"/> [2] <input type="checkbox"/> [3] <input type="checkbox"/> [4] <input type="checkbox"/> [NA] <input type="checkbox"/> [DK] |
| 5. Was the Statement of Work executed effectively by the contractor in a consistently high quality manner? | <input type="checkbox"/> [0] <input type="checkbox"/> [1] <input type="checkbox"/> [2] <input type="checkbox"/> [3] <input type="checkbox"/> [4] <input type="checkbox"/> [NA] <input type="checkbox"/> [DK] |
| 6. Was the contractor successful in recruiting and retaining strong, well-qualified key personnel? | <input type="checkbox"/> [0] <input type="checkbox"/> [1] <input type="checkbox"/> [2] <input type="checkbox"/> [3] <input type="checkbox"/> [4] <input type="checkbox"/> [NA] <input type="checkbox"/> [DK] |
| 7. Was the contractor’s Environment, Safety & Health (ES&H) program in compliance with contract requirements and protective of workers, public, and the environment? | <input type="checkbox"/> [0] <input type="checkbox"/> [1] <input type="checkbox"/> [2] <input type="checkbox"/> [3] <input type="checkbox"/> [4] <input type="checkbox"/> [NA] <input type="checkbox"/> [DK] |
| 8. Was the contractor effective in subcontract management? | <input type="checkbox"/> [0] <input type="checkbox"/> [1] <input type="checkbox"/> [2] <input type="checkbox"/> [3] <input type="checkbox"/> [4] <input type="checkbox"/> [NA] <input type="checkbox"/> [DK] |
| 9. Did the contractor provide an effective and efficient transition from the previous contractor, including effectively managing human relations and labor issues? | <input type="checkbox"/> [0] <input type="checkbox"/> [1] <input type="checkbox"/> [2] <input type="checkbox"/> [3] <input type="checkbox"/> [4] <input type="checkbox"/> [NA] <input type="checkbox"/> [DK] |
| 10. Did the contractor effectively manage regulatory compliance programs and regulatory interfaces? | <input type="checkbox"/> [0] <input type="checkbox"/> [1] <input type="checkbox"/> [2] <input type="checkbox"/> [3] <input type="checkbox"/> [4] <input type="checkbox"/> [NA] <input type="checkbox"/> [DK] |
| 11. Did the contractor’s corporate office effectively support your contract? | <input type="checkbox"/> [0] <input type="checkbox"/> [1] <input type="checkbox"/> [2] <input type="checkbox"/> [3] <input type="checkbox"/> [4] <input type="checkbox"/> [NA] <input type="checkbox"/> [DK] |
| 12. Did the contractor develop and implement an effective quality assurance program? | <input type="checkbox"/> [0] <input type="checkbox"/> [1] <input type="checkbox"/> [2] <input type="checkbox"/> [3] <input type="checkbox"/> [4] <input type="checkbox"/> [NA] <input type="checkbox"/> [DK] |
| 13. Did the contractor effectively implement human resources requirements and manage labor relations to minimize work disruptions? | <input type="checkbox"/> [0] <input type="checkbox"/> [1] <input type="checkbox"/> [2] <input type="checkbox"/> [3] <input type="checkbox"/> [4] <input type="checkbox"/> [NA] <input type="checkbox"/> [DK] |
| 14. Was the contractor effective in working with organized labor, community groups, media, and other stakeholders? | <input type="checkbox"/> [0] <input type="checkbox"/> [1] <input type="checkbox"/> [2] <input type="checkbox"/> [3] <input type="checkbox"/> [4] <input type="checkbox"/> [NA] <input type="checkbox"/> [DK] |
| 15. Was the contractor effective in identifying, evaluating, communicating, and mitigating risks? | <input type="checkbox"/> [0] <input type="checkbox"/> [1] <input type="checkbox"/> [2] <input type="checkbox"/> [3] <input type="checkbox"/> [4] <input type="checkbox"/> [NA] <input type="checkbox"/> [DK] |
| 16. Provide an overall assessment of the contractor’s performance. | <input type="checkbox"/> [0] <input type="checkbox"/> [1] <input type="checkbox"/> [2] <input type="checkbox"/> [3] <input type="checkbox"/> [4] |
| 17. Would you hire this Company again? | <input type="checkbox"/> [] Yes <input type="checkbox"/> [] No |

PART IV
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ENCLOSURE D – 4
PAST PERFORMANCE COVER LETTER

Past Performance Cover Letter for _____

Dear "Client":

We are currently responding to the Department of Energy Request for Proposal No. DE-RP36-07GO97036 for the management and operation of the National Renewable Energy Laboratory.

The solicitation places significant emphasis on past performance as a source selection factor. In addition to requesting the attached Questionnaire be completed, they are requiring that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. In the event you are contacted for information on work we have performed, you are hereby authorized to respond to those inquiries. We have identified Mr./Ms. _____ of your organization as the point of contact based on their knowledge concerning our work.

We would appreciate you filling out the attached Questionnaire and returning it directly to the Department of Energy at the following address no later than _____.

Steven L. Scott
Contracting Officer
U. S. Department of Energy
Golden Field Office
Building 4
1536 Cole Boulevard, Suite 170
Golden, CO 80401

The following statement should appear on the outside of the envelope:

TO BE OPENED BY ADDRESSEE ONLY
CONTAINS SOURCE SELECTION INFORMATION UNDER
SOLICITATION NO. DE-RP36-07GO97036

Or you may fax it to: (303) 928-8531.

Your cooperation is appreciated. Any questions may be directed to: _____.

Sincerely,

**PART IV
 REPRESENTATIONS AND INSTRUCTIONS
 SECTION L
 ENCLOSURE E**

**DISCRETIONARY INCUMBENT MANAGEMENT POSITIONS/
 KEY PERSONNEL**

Current as of 12/18/07

Job Title	Organization Title
LIST A	
D. Arvizu	Laboratory Director
W. Glover	Deputy Laboratory Director
B. Garrett	Associate Director, Strategic Development & Analysis
R. Stults	Associate Director, Energy Sciences
B. Garrett	Acting Associate Director, Renewable Electricity Science & Technology
D. Gardner	Associate Director, Renewable Fuels Science & Technology

PART IV
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ENCLOSURE F

LIST OF ACRONYMS

Acronym	Definition
ACO	Administrative Contracting Officer
BA	Budget Authority
BCP	Baseline Change Proposal
ben-val	Benefits Value Study
BLM	Bureau of Land Management
B&R	Budget and Resources
CAD	Computer Assisted Design
CAGE	Commercial and Government Entity
CAN	Contract Administrative Notice
CAS	Cost Accounting Standards
CBL	Commercial Bills of Lading
CCR	Central Contractor Registration
CD	Compact Disk
CDA	Contract Disputes Act
CFTT	Contractor Funded Technology Transfer
CIP	Compensation Increase Plan
CO	Contracting Officer
COR	Contracting Officer's Representative
CRADA	Cooperative Research and Development Agreement
DCAA	Defense Contract Audit Agency
DEAR	Department of Energy Acquisition Regulation
DoD	Department of Defense
DOE	Department of Energy
DUNS	Data Universal Numbering System
DVD	Digital Video Disk
ECP	Employee Concerns Program
EEO	Equal Employment Opportunity
EFT	Electronic Funds Transfer
EM	Environmental Management
ERISA	Employee Retirement Income Security Act of 1974
ES&H	Environment, Safety, and Health
eSRS	Electronic Subcontract Reporting System
FAR	Federal Acquisition Regulation

Acronym	Definition
FY	Fiscal Year
GAO	Government Accountability Office
GPP	General Plan Products
GSA	General Services Administration
HUB	HUBZone small business
IIPS	Industry Interactive Procurement System
ISMS	Integrated Safety Management System
IT	Information Technology
LB	Large Business
LPR	Legal Permanent Resident
NAICS	North American Industry Classification System
NNSA	National Nuclear Security Administration
Nov	Notice(s) of Violation(s)
OCI	Organizational Conflict of Interest
OFCCP	Office of Federal Contract Compliance Programs
ORCA	Online Representations and Certifications Application
ORTA	Office of Research and Technology Applications
OSTI	Office of Scientific and Technical Information
PEMP	Performance Evaluation and Measurement Plan
PPIF	Past Performance Information Form
PRB	Post-Retirement Benefits
Pro-Net	Procurement Marketing and Access Network
R&D	Research and Development
RDD&D	Research, Development, Demonstration & Deployment
RFP	Request for Proposal
SB	Small Business
SBA	Small Business Administration
SDB	Small Disadvantaged Business
SDVOB	Service-Disabled/Veteran-Owned Small Business
SEB	Source Evaluation Board
SF	Standard Form
SOW	Statement of Work

Acronym	Definition
SSO	Source Selection Official
UFA	User Facility Agreement
U.S.	United States
USPTO	United States Patent and Trademark Office
UST	Underground Storage Tank
WBS	Work Breakdown Structure
WFIS	Workforce Information System
WFO	Work for Others
WOSB	Women-Owned Small Business

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REPRESENTATIONS AND INSTRUCTIONS
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ENCLOSURE G

Guidance for the Development of the Performance Metrics and the Framework for the Performance Evaluation and Measurement Plan

Guidance to Offerors

This document describes the primary measurement framework for the evaluation of the Contractor's annual management and operation performance at the National Renewable Energy Laboratory (NREL). The Offeror is to provide the performance objectives and measures it believes best demonstrates the Offeror's understanding of DOE's Mission Performance Goals (C.5 (a)(1) – (4)) and Operational Performance Goals (C.5 (a)(5) – (8)) contained in Section C, and that the Offeror believes relevant and appropriate to evaluate its mission and operational performance. The Offeror shall provide performance targets it believes achievable for each proposed performance measure. The Offeror is to provide these performance objectives, measures, and targets for each fiscal year for the entire five-year base period of the contract commencing on 9 November 2008. Also provide your suggested weights for mission Performance Goals (C.5 (a)(1) – (4)) and associated Objectives for the base period of the contract. These weights may be adjusted over time to reflect implementation of the Offeror's vision at the discretion of the Offeror.

This information will provide the foundation for the Performance Evaluation and Measurement Plan (PEMP) which will be used for purposes of award fee determination and for the exercise of any contract option(s). The PEMP will be fully developed and finalized after contract award.

The following definitions will be used by the Offerors to prepare its oral presentation (see L.4):

Performance Expectation or Goal – A general statement of the desired outcome for each major performance area that will be scored and reported annually under the appraisal process. The Statement of Work eight Performance Goals.

Performance Objective – A statement of desired results for an organization or activity. When viewed together, the suite of Performance Objectives must demonstrate the Contractor's success in achieving the desired outcome stated in the corresponding Performance Goal.

Performance Measure – A quantitative or qualitative method for characterizing performance to assist the reviewer in assessing achievement of the corresponding Performance Objective (i.e., what you would measure).

Performance Target – The desired condition, milestone, or target level of achievement for each Performance Measure (objective or subjective as appropriate), established at an appropriately detailed level that can be tracked and used for a judgment or decision on the Contractor's performance.

Generic Performance Evaluation Framework – Basis for Development of the Post-Award Performance Evaluation and Measurement Plan

Contractor performance will be evaluated annually against the expectations and goals, objectives, measures, and targets contained in the final PEMP. Overall Contractor performance will be judged by the Office of Energy Efficiency and Renewable Energy's Performance Evaluation Board (PEB)

and will be based on the Contractor's Self-Assessment, DOE evaluations of Contractor performance, and other information DOE deems relevant. The Fee Determining Official will validate the PEB's judgment and will establish final fee award. Performance evaluation and award of fee or other incentives are governed by Clause I.114, *Total Available Fee: Base Fee Amount and Performance Fee Amount*, Clause I.115, *Conditional Payment of Fee, Profit, and Other Incentives*, H.17, *Conditional Payment of Fee Process*, and H.13, *Standards of Contractor Performance Evaluation*.

Contractor performance grades for each performance goal will reflect the weighted sum of the grade(s) for component performance objective(s). An overall grade for mission (goals 1 through 4) and operations (goals 5 through 8) reflecting the weighted sum of the grades for these goals will be used to determine fee earned. Only the mission performance goals carry fee. Operations performance goals will determine the fee multiplier. The amount of fee earned will be the product of mission and operations performance as describe below. The weighting for the performance goals is presented in Table A, the scores and corresponding letter grades for evaluation are presented in Table B, the fee scale is presented in Table C, and the fee earned is presented in Table D.

Letter Grade	Numeric Grade	Definition
A+	4.3 – 4.1	Significantly exceeds expectations of performance as set within performance measures identified for each Objective or within other areas within the purview of the Objective. Areas of notable performance have or have the potential to significantly improve the overall mission of the Laboratory. No specific deficiency noted within the purview of the overall Objective being evaluated.
A	4.0 – 3.8	Notably exceeds expectations of performance as set within performance measures identified for each Objective or within other areas within the purview of the Objective. Areas of notable performance either have or have the potential to improve the overall mission of the Laboratory. Minor deficiencies noted are more than offset by the positive performance within the purview of the overall Objective being evaluated and have no potential to adversely impact the mission of the Laboratory.
A-	3.7 – 3.5	Meets expectations of performance as set within performance measures identified for each Objective with some notable areas of increased performance identified. Deficiencies noted are offset by the positive performance within the purview of the overall Objective being evaluated with little or no potential to adversely impact the mission of the Laboratory.
B+	3.4 – 3.1	Meets expectations of performance as set by the performance measures identified for each Objective with no notable areas of increased or diminished performance identified. Deficiencies identified are offset by positive performance and have little to no potential to adversely impact the mission of the Laboratory.
B	3.0 – 2.8	Most expectations of performance as set by the performance measures identified for each Objective are met and/or other minor deficiencies are identified. Performance measures or other minor deficiencies identified are offset by positive performance within the purview of the Objective and have little to no potential to adversely impact the mission of the Laboratory.
B-	2.7 – 2.5	One or two expectations of performance set by the performance measures are not met and/or other deficiencies are identified and

		although they may be offset by other positive performance, they may have the potential to negatively impact the Objective or overall Laboratory mission accomplishment.
C+	2.4 – 2.1	Some expectations of performance set by the performance measures are not met and/or other minor deficiencies are identified and although they may be offset by other positive performance, they may have the potential to negatively impact the Objective or overall Laboratory mission accomplishment.
C	2.0 – 1.8	A number of expectations as set by the performance measures are not met and/or a number of other deficiencies are identified and although they may be somewhat offset by other positive performance, they have the potential to negatively impact the Objective or overall Laboratory mission accomplishment.
C-	1.7 – 1.1	Most expectations as set by the performance measures are not met and/or other major deficiencies are identified which have or will negatively impact the Objective or overall Laboratory mission accomplishment if not immediately corrected.
D	1.0 – 0.8	Most or all expectations as set by the performance measures are not met and/or other significant deficiencies are identified which have negatively impacted the Objective and/or overall Laboratory mission accomplishment.
F	0.7 – 0	All expectations as set by the performance measures are not met and/or other significant deficiencies are identified which have significantly impacted both the Objective and the accomplishment of the Laboratory mission.

Figure I-1. Letter Grade and Numerical Score Definitions

Mission Performance Goals	Evaluation Score	Grade	Goal Weight	Weighted Score	Weighted Grade
1.0 Energy Leadership and Creating National Value					
2.0 Science and Technology					
3.0 Science and Technology Management, Analysis, and Integration					
4.0 Accelerating Commercialization					
Final Mission Score/Grade					
Operations Performance Goals					
5.0 Environment, Safety, and Health Management					
6.0 Business Operations					
7.0 Infrastructure Development and Site Operations					
8.0 Security and Emergency Management					
Final Operations Score/Grade					

Table A. Evaluation Score Calculation

Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F
Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0

Table B. Letter Grade Scale

Table C. Performance-Based Fee Earned Scale

Overall Weighted Score from Table A.	Percent Mission Fee Earned	Operations Fee Multiplier
4.3	100%	100%
4.2		
4.1		
4.0	97%	100%
3.9		
3.8		
3.7	94%	100%
3.6		
3.5		
3.4	91%	100%
3.3		
3.2		
3.1	88%	95%
3.0		
2.9		
2.8	85%	90%
2.7		
2.6		
2.5	75%	85%
2.4		
2.3		
2.2	50%	75%
2.1		
2.0		
1.9	0%	60%
1.8		
1.7		
1.6	0%	60%
1.5		
1.4		
1.3	0%	60%
1.2		
1.1		
1.0 to 0.8	0%	0%
0.7 to 0.0	0%	0%

Overall Fee Determination	
Percent Mission Fee Earned from Table C.	
Operations Fee Multiplier from Table C.	
Overall Earned Performance-Based Fee	

Table D. Final Percentage of Performance-Based Fee Earned Determination

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ENCLOSURE H

Guidance for the Development of the Diversity Plan

With regard to Clause I.123, *DEAR 970.5226-1 Diversity Plan*, this Enclosure provides guidance to assist the Contractor in understanding the information being sought by the Department for each of the clause's Diversity elements. If the Contractor's current policy or procedure already addresses the following elements, the Contractor need only provide a copy of the policy or procedure to the Contracting Officer and identify the applicable policy or procedure and applicable page number(s).

Work Force

This Contract includes clauses on Equal Opportunity and Affirmative Action. The Contractor should discuss its policies and plans for implementation of these clauses in its operations. If the Contractor already has procedures in place, these should be discussed and copies provided.

Educational Outreach

The Contractor should outline or discuss any programs already provided, or which it intends to provide, which will provide employees an opportunity to improve their employment skills and opportunities. These programs could include: educational assistance allowance, provision for outside training programs either during or outside regular work hours, and executive training programs for non-executive employees. The Contractor should also discuss any plans to participate in any program supporting Historically Black Colleges and Universities, Hispanic Serving Institutions, and Native American Institutions.

Community Involvement and Outreach

An Offeror's proposal or this Contract may include a section dealing with community involvement and outreach activities. In that event, those sections may be cross-referenced and do not need to be repeated. Contractor community relation activities could include support for the following activities: support for science, mathematics and engineering education; support for community service organizations; assistance to Governmental and community service organizations and for equal opportunity activities; and community assistance in connection with work force reduction plans. The Contractor may provide support to these activities through direct sponsorship or making individual employees available to work with the specific community activity. The Contractor's Diversity Plan should discuss the Contractor's existing and planned activities promoting community involvement of its employees as well as the corporation.

Subcontracting

If appropriate to the Contractor, the Contract will contain FAR 52.219-9, *Small, Small Disadvantaged, and Woman Owned Small Business Subcontracting Plan* and other small business related clauses. The Contractor should briefly summarize its subcontracting plan. If the Contractor is participating, or plans to participate, in the Department's Mentor-Protégé Program, this involvement or planned involvement should be summarized. Information concerning its

subcontracting plans already submitted and approved does not need to be redeveloped or renegotiated.

Economic Development (Including Technology Transfer)

Many of the Department's contracts include clauses dealing with technology transfer. Planning or activities developed under such clauses may apply to this element of the Contractor's Diversity Plan. Additionally, some of the subcontracting activities planned by the Contractor with small business, small disadvantaged businesses, or woman-owned small businesses may be entered into for the purpose of assisting the economic development of or transferring technology to such a business. The Contractor's Diversity Plan should outline and discuss its planned activities promoting economic diversification of the local community.

PART IV
REPRESENTATIONS AND INSTRUCTIONS
SECTION L
ENCLOSURE I

Guidance for the Development of the Employees Concern Program

This Guidance is to assist the Contractor in understanding the information being sought by the Department for each of the ECP Plan elements. The Plan required by Section H.28 and DOE Order 442.1A, should include innovative strategies for identifying and resolving employee issues effectively at the lowest level possible in a timely manner. The Plan should address, at a minimum, the Contractor's approach for promoting openness in communication and resolving employee issues through (1) educational outreach and training, (2) an effective concerns processing system, (3) a thorough and independent investigation process, (4) tracking implementation of corrective actions, (5) timely response to concerned employees, (6) integration of the ECP into the Contractor's Integrated Safety Management System (ISMS), (7) proactive use of Alternative Dispute Resolution (ADR), (8) zero tolerance for reprisal for raising any issue, and (9) an effective self assessment and evaluation process.

Educational Outreach and Training

The Contractor Plan should outline or discuss any programs already provided, or which it intends to provide, which will educate their workforce and those of their subcontractors on their rights and responsibilities regarding reporting all types of issues to their management and/or the ECP, the avenues available to all employees for raising concerns, emphasizing the proactive use of ADR, and the Department's policy on zero tolerance for reprisal for raising issues.

Effective Concerns Processing System

The Contractor's ECP Plan should discuss the Contractor's existing or planned processes for receiving and resolving employee concerns in accordance with DOE directives. The Plan should discuss overall perspectives on organizational location of the ECP function, staffing, establishment of procedures, and logistical considerations for the functioning of an effective ECP.

Thorough and Independent Investigation Process

The Contractor's ECP Plan should discuss the Contractor's existing or planned processes for investigating employee concerns in accordance with DOE directives, including proposed methods for investigating concerns by ECP staff, as well as identifying the types of concerns referred or transferred to other organizations for investigation and resolution. The Plan should discuss the methods used to ensure the independence of the ECP and maintaining the integrity of the Program as an independent evaluation process. The Plan should also discuss the types and levels of expertise relative to the investigation process necessary to implement an effective ECP.

Tracking Implementation of Corrective Actions

The Contractor's Plan should discuss methods the Contractor is currently using or intends to use to document and track the implementation of corrective actions resulting from substantiated employee concern investigations, to include an evaluation of the effectiveness of the actions in resolving the concern and preventing future recurrence of the identified problems.

Timely Response to Concerned Employees

The Plan should describe the methods the Contractor is currently using or intends to use to provide effective feedback to the concerned employees throughout the process, as well as in providing a final closeout to the individual.

Integration of the ECP into the Integrated Safety Management System (ISMS)

The Plan should discuss the integration of the ECP as part of the Contractor's ISMS, specifically describing the Contractor's philosophy on how the ECP contributes to the effectiveness of the ISMS.

Proactive Use of Alternative Dispute Resolution (ADR)

The Contractor's Plan should discuss the Contractor's existing or planned processes for incorporating the proactive, early use of ADR methods, including mediation, into their efforts to resolve employee concerns, in accordance with DOE directives. The Plan should also discuss the types and levels of expertise relative to ADR necessary to implement ADR as part of an effective ECP. This discussion should include the process in which the contractor keeps DOE apprised of all ongoing issues currently in ADR and of obtaining prior DOE concurrence on any settlements which might require an allowability of cost determination.

Zero Tolerance for Reprisal for Raising Issues

The Plan should discuss the methods the Contractor is currently using or intends to use to communicate and enforce DOE directives regarding zero tolerance for reprisal for raising all types of issues. The Plan should discuss the processes established to implement the provisions of Title 10, Code of Federal Regulations, Part 708 (10CFR708), *Contractor Employee Protection Program*, and the reprisal prohibitions under Title 10, Code of Federal Regulation, Part 820 (10CFR820), *Procedural Rules for DOE Nuclear Activities*. The Plan should include discussion of methods of training employees and supervisors on the provisions of 10CFR708 and 10CFR820, as well as proactively resolving formal complaints filed under 10CFR708. The Plan should also include discussion regarding how to address the implications of violations of 10CFR708 or 10CFR820 as it relates to the Price-Anderson Amendments Act of 1988 (PAAA).

Effective Self Assessment and Evaluation Process

The Contractor ECP Plan should discuss the methods the Contractor is currently using or intends to use to implement an effective self assessment and evaluation process, in accordance with DOE directives, including DOE Order 226.1, *Implementation of DOE Oversight Policy*. The Plan should include discussion on methods to conduct tracking and trending analysis on concerns received and resolved, as well as actions to report that information to senior Contractor management.

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ENCLOSURE J

Guidance for the Development of the Equal Opportunity Program

With regard to the clause in Section I.37, *FAR 52.222-26, Equal Opportunity*, this Enclosure provides guidance to assist the Contractor in understanding the Department's expectations in the area of workforce equal employment opportunity and diversity.

In addition to Executive Order 11246 and DOE Order 311.1B, DOE-SR contractors and subcontractors will strive to meet DOE-GO's expectations to be model employers in the area of workforce equal employment opportunity and diversity, and to provide policies, procedures, and assign responsibilities and authorities for the oversight of contractor equal employment opportunity and affirmative action at DOE facilities, as specified in applicable State and Federal laws and regulations.

DOE-GO contractors and subcontractors must ensure that all its personnel actions are "made free" of any discrimination based on race, color, religion, sex, national origin, age, disabling condition, reprisal or sexual orientation and that each of its contractors and subcontractors has "an affirmative program of equal employment opportunity" for all employees and applicants for employment. To this end, the contractors must maintain the essential elements of a Model Equal Employment Opportunity (EEO) Program as follows:

- Demonstrated commitment from company leadership;
- Integration of EEO into the company's strategic mission;
- Management and program accountability;
- Proactive prevention of unlawful discrimination;
- Efficiency; and
- Responsiveness and legal compliance.

(a) *Demonstrated Commitment from Contractor Leadership*

- (1) Contractor heads and other senior management officials are to demonstrate a firm commitment to equality of opportunity for all employees and applicants for employment. Even the best workplace policies and procedures will fail if they are not trusted, respected and vigorously enforced. The Contractor must translate equal opportunity into every day practice and make those principles a fundamental part of their company culture. This commitment to equal opportunity must be embraced by company leadership and communicated through the ranks from the top down. It is the responsibility of each company head to take such measures as may be necessary to incorporate the principles of equal employment opportunity into the company's organizational structure.
- (2) To this end, the Contractor will adhere to all DOE policies governing EEO and a workplace free of discriminatory harassment.

(b) *Integration of EEO into the Company's Strategic Mission*

- (1) Maintain a reporting structure that provides the company's EEO Director with regular access to the company head and other senior management officials for reporting on the effectiveness, efficiency and legal compliance of the company's equal employment opportunity and diversity programs.
- (2) EEO Director is a direct report to the company head.
- (3) Ensure EEO professionals are involved with, and consulted on, the management and deployment of human resources. The EEO Director should be a regular participant in senior staff meetings and regularly consulted on human resources issues.
- (4) Allocate sufficient resources to create and/or maintain equal employment opportunity and diversity programs that: 1) identify and eliminate barriers that impair the ability of individuals to compete in the workplace because of race, national origin, sex or disability; 2) establish and maintain training and education programs designed to provide maximum opportunity for all employees to advance; and 3) ensure that unlawful discrimination in the workplace is promptly corrected and addressed.
- (5) Attract, develop and retain EEO staff with the strategic competencies necessary to accomplish the company's EEO mission, and interface with company officials, managers and employees.
- (6) Recruit, hire, develop and retain supervisors and managers who have effective managerial, communications and interpersonal skills. Provide managers and supervisors with appropriate classroom training and other resources to understand and successfully discharge their duties and responsibilities.
- (7) Involve managers and employees in the implementation of the company's EEO and diversity programs.
- (8) Use various media to distribute EEO information concerning EEO laws, regulations and requirements, rights, duties and responsibilities and to promote best workplace practices.

(c) *Management and Program Accountability*

- (1) Conduct regular internal audits, on at least an annual basis, to assess the effectiveness and efficiency of EEO laws and regulations to ascertain whether the company has made a good faith effort to identify and remove barriers to equality of opportunity in the workplace.
- (2) Establish procedures to prevent all forms of discrimination, including harassment, retaliation and failure to provide reasonable accommodation to qualified individuals with disabilities.
- (3) Evaluate managers and supervisors on efforts to ensure equality of opportunity for all employees.
- (4) Maintain clearly defined, well-communicated, consistently applied and fairly implemented personnel policies, selection and promotion procedures, evaluation procedures, rules of conduct and training systems.
- (5) Review each finding of discrimination to determine the appropriateness of taking disciplinary action against company officials involved in the matter. Track these decisions and report trends, issues and problems to company leadership for appropriate action.

(d) *Proactive Prevention of Unlawful Discrimination*

Contractors must conduct a self-assessment on at least an annual basis to monitor progress, identify areas where barriers may operate to exclude certain groups and develop strategic plans to eliminate identified barriers.

(e) *Efficiency*

- (1) Contractors must have an efficient and fair dispute resolution process and effective systems for evaluating the impact and effectiveness of their EEO programs.
- (2) Maintain an efficient, fair, and impartial complaint resolution process.
- (3) Establish and encourage the widespread use of a fair alternative dispute resolution (ADR) program that facilitates the early, effective, and efficient informal resolution of disputes.
- (4) Establish an internal complaint process to include suspense date that has been approved by DOE-GO. Develop a tracking and monitoring system that permits the company to identify the location, status, and length of time elapsed at each stage of the company's complaint process, the issues and the bases of the complaints, the aggrieved individuals/complainants, the involved management officials and other information necessary to analyze complaint activity and identify trends.
- (5) Identify, monitor and report significant trends reflected in complaint processing activity monthly to DOE-GO. Analysis of data relating to the nature and disposition of EEO complaints can provide useful insight into the extent to which a company is meeting its obligations to EEO laws, regulations, executive orders and guidances.
- (6) Maintain a system that collects and maintains accurate information on the race, national origin, sex, and disability status of company employees.
- (7) Maintain a system that tracks applicant flow data, which identifies applicants by race, national origin, sex, and disability status and the disposition of all applications.
- (8) Maintain a tracking system of recruitment activities to permit analyses of these efforts in any examination of potential barriers to equality of opportunity.
- (9) Identify and disseminate best workplace practices.

(f) *Responsiveness and Legal Compliance*

Ensure that they are in full compliance with the laws, regulations, guidances, orders and other written instructions.

PART IV
REPRESENTATIONS AND INSTRUCTIONS
SECTION L
ENCLOSURE K

Guidance For Privately Funded Technology Transfer Programs

Privately-Funded Technology Transfer (PFTT) Program Option

A mission of NREL is to form relationships with private industry and transfer technology to the private sector for utilization and commercialization, consistent with the policy, principles, and purposes of the Stevenson-Wydler Technology Transfer Act of 1980, as amended (15 U.S.C. § 3710a). The Contractor will have the responsibility for carrying out the technology transfer obligation under Clause I.126, *Technology Transfer Mission* of the Prime Contract (DEAR 970.5227-3). If the Contractor proposes in its commercialization strategy to fund at private expense the maintaining, licensing, and marketing of inventions which are not owned by the Government and not related to Cooperative Research and Development Agreements and the terms of such a program are agreed upon, Clause I.126 will be modified to include its Alternate 1, *privately funded technology transfer*.

To facilitate technology transfer and commercialization of technology developed at the Laboratory, a small business or nonprofit Contractor will have the right to elect to retain title to inventions under Public Law 98-620. Patent and invention rights will be governed by DEAR 970.5227-10. For the Contractor that does not qualify as a small business or nonprofit organization under Public Law 98-620, it is expected that DOE will issue a class waiver of DOE patent rights under which, subject to certain conditions, the Contractor will be able to elect to retain title to inventions made in the performance of the Contract. Patent and invention rights will be governed by Clause I.133 (DEAR 970.5227-12). If the Contractor, regardless of business size or nonprofit status, proposes post-award to fund at private expense the maintaining, licensing, and marketing of subject inventions, then, subject to post-award negotiation with DOE, these clauses may include deviations addressing such privately-funded activities.

If the Contractor proposes to have a privately-funded technology transfer program (PFTT), post-award negotiations between Contractor and DOE will specify the rights and obligations regarding intellectual property created by the Laboratory during the term of the Contract. DOE expects the negotiations to follow these parameters:

Choosing Inventions for PFTT

Not all technology transfer activities must be privately-funded. Technology transfer activities for which the Contractor may charge overhead under the Contract are government-funded. DOE expects that the Contractor will choose whether a Subject Invention will be pursued under its PFTT program or its government-funded technology transfer program within six months after the Subject Invention is reported to DOE by the Contractor, unless an extension is otherwise agreed to in writing by the DOE Patent Counsel. When a Subject Invention is selected for the PFTT program, all subsequent expenses for maintaining, licensing, and marketing of inventions expenses for that invention will be unallowable costs under the Contract. Unallowable costs would also include any liabilities arising from the maintaining, licensing, and marketing of inventions.

Transfer of Intellectual Property Rights to a Succeeding Contractor

Under a government-funded technology transfer program, title to Subject Inventions made by the Laboratory under the Contract will transfer to a Successor Contractor upon termination or expiration of the Contract. Under a PFTT program, the Contractor may retain certain rights in Subject Inventions after the Contract concludes. The exact terms and conditions under which the Contractor will retain IP rights will be negotiated post-award, but DOE expects to adhere to these guidelines:

- (a) Contractor commitments to PFTT.
 - (1) Filing a minimum annual number of patent applications using PFTT
 - (2) Expending a minimum annual dollar amount of private monies for expenses related to technology transfer of selected Subject Inventions. These expenses can include technology maturation expenses.
 - (3) Executing licenses, assignments, or other commercialization agreements for each Subject Invention to which the Contractor wishes to retain title when a new contract is awarded. Other arrangements in lieu of such agreements, such as expending a certain minimum dollar amount on commercialization activities related to the Subject Invention, may be negotiated post-award, and will be included in Contractor's PFTT implementing procedures.

In addition to the commitments listed above, the Contractor will set forth commercialization milestones for each PFTT invention and license therefor. DOE will evaluate the Contractor's achievement of the milestones in conjunction with the PEMP. Commitments may be set forth for the first Contract option period, and may be renegotiated for successive option periods. The Contractor's retention of title to Subject Inventions under the PFTT will be contingent on adherence to all of these commitments.

- (b) Title to Subject Inventions. Unless specified otherwise in the agreement, it is expected title to Subject Inventions under a PFTT program will remain with the Contractor after expiration or termination of the Contract if it has fulfilled all of its PFTT commitments. PFTT commitments include having executed a license, assignment, or other commercialization agreement for the Subject Inventions; or having expended a certain minimum dollar amount toward such commercialization efforts. Otherwise, title will roll over to the succeeding contractor or other Government designee.
- (c) Income from Subject Inventions. If the Contractor has fulfilled its commitments to the PFTT program, Contractor may continue to receive royalties, fees, equity, or other consideration from licenses, assignments, or other commercialization agreements throughout the term of those agreements, even if the Contract has expired or terminated. Contractor and DOE will negotiate the disposition of the net income of these agreements so that some of the income will go to the succeeding Contractor for use at the Laboratory, and some will be retained by the Contractor.
- (d) Equity Interest. Subject to examination of conflicts of interest, the Contractor may retain ownership of equity in relation to Subject Inventions received from third parties under this Contract (for example, when equity is received in lieu of licensing royalties). DOE expects the Contractor will submit to the Contracting Officer a plan that will set forth principles for the Contractor's acquisition, retention, and disposition of equity received from third parties as consideration for licenses or assignments granted to such third parties. Retention of such equity interest is in contrast to that received under a government-funded technology transfer program, in which case the equity interest transfers to the succeeding contractor.

- (e) Protecting NREL as an Institution. DOE has established commercialization of renewable energy and energy efficiency technologies as a separate performance goal in the Statement of Work for the NREL M&O contract, reflecting its importance to NREL and EERE's mission success. The inclusion of this performance goal requires that the Contractor recognize the potential tension between the long-term research and development and commercialization components of the mission, and that the contractor manage this tension to protect the integrity, brand, and vitality of NREL. While bringing to the marketplace innovations in renewable energy and energy efficiency technologies, NREL's obligation to serve its responsibilities as a Federal Funded Research and Development Center and the public good cannot be compromised. Therefore, DOE requires each Offeror incorporating a privately-funded technology transfer program as a component in its commercialization strategy to discuss the major elements to its approach to managing this tension and ensuring NREL's long-term integrity. The following principles will form the foundation for the Contractor's Conflicts of Interest management plan (to be submitted post-award):
- (1) The public interest must always be placed above the Contractor's corporate interest and the interests of any business or corporate affiliate of the Contractor;
 - (2) The Contractor must demonstrate that it has attempted to license PFTT inventions to others at a reasonable royalty before it may commercialize the inventions by using them its own business or that of a corporate affiliate;
 - (3) Potential or actual organizational conflicts of interest must be promptly identified, disclosed, and mitigated;
 - (4) NREL's long-term research and development and commercialization mission components must be balanced to protect NREL's long-term institutional research and development value to the nation while accelerating the commercialization of clean energy technologies;
 - (5) NREL-developed technologies must be freely available for government use and to succeeding contractors; and
 - (6) NREL resources must not be used as a surrogate for the Contractor's internal RDD&D programs.
- (f) Conflicts Management (post-award). The Contractor will be expected to develop procedures to implement its PFTT program pursuant to the Conflicts of Interest Technology Transfer provision at Clause I.126 (DEAR 970.5227-3(d)) and provide them to the Contracting Officer for review and approval sixty (60) days before implementation of the PFTT program. Requirements for annual certification of PFTT costs and other reporting requirements will also be negotiated post-award.