

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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L.1 INSTRUCTIONS FOR THE SUBMISSION OF PROPOSALS AND UNIFORM CONTRACT

(a) Definitions

“DOE” means the United States Department of Energy. For purposes of this Request for Proposals (RFP), the word “DOE” means the same as the words “United States” (“U.S.”) and the “Government”.

“Electronic Signature” or “Signature” means a method of signing an electronic message that --

- (1) Identifies and authenticates a particular person as the source of the electronic message; and,
- (2) Indicates such person’s approval of the information contained in the electronic message.

“Offer” means a response to a solicitation that, if accepted, would bind the Offeror to perform the resultant contract. Responses to requests for proposals are called “proposals”. “Proposals”, with respect to this solicitation, means written information submitted to DOE in response to this solicitation, as well as all other information, whether provided orally or by other media, presented by the Offeror during the oral presentation.

“Offeror” means the single legal entity (the potential prime Contractor) submitting the offer. As reflected in Section H Clause entitled “Separate Entity and Performance Guarantee”, the entity may be formed by a single company or it may be a business structure formed by two or more companies formed solely to perform work at Fermi National Accelerator Laboratory. For purposes of this RFP, the word “Contractor” means the same as the word “Offeror.”

“RFP” means the same as “solicitation”.

“SEB” means Source Evaluation Board.

“Team member” means every person or entity that is a member of a Contractor team arrangement (see FAR 9.601) formed by the Offeror.

(b) General

- (1) The proposal shall be a written submission and an oral presentation which clearly demonstrates the Offeror’s understanding of the Government’s requirements and its capability to perform the prospective contract.

- (2) This section, 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 ensure the Government receives all requested information and consistent information in a form that will facilitate proposal evaluation. These instructions are not evaluation factors for this solicitation; however, failure to provide the required data may make an Offeror ineligible for award. The evaluation factors are contained in Section M Provision entitled "Capabilities and Approach Evaluation Factors".
 - (3) **The offer must contain the Offeror's best terms because the Government intends to award a contract without discussions.** The Government reserves the right to conduct discussions (see Section L Provision entitled "FAR 52.215-1 – Instructions to Offerors-Competitive Acquisition").
 - (4) A proposal shall be eliminated from further consideration before the initial ratings if the proposal is so grossly and obviously deficient as to be totally 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, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP.
 - (5) Any exceptions or deviations to the terms and conditions of the contract may make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the contract, the Government may make an award without discussions to another Offeror that did not take exceptions to the terms and conditions of the contract.
 - (6) Alternative proposals are not solicited, are not desired, and shall not be evaluated. If multiple proposals are received from the same Offeror, whether inadvertently or intentionally, only the proposal with the most recent timestamp will be evaluated.
 - (7) The Date, Time and Place offers are due is described in Section L Provision entitled "Date, Time, and Place Offers/Proposals are Due".
- (c) Offerors shall submit three (3) separate volumes as follows:
- (1) Volume I – Consists of the Uniform Contract. Any contract awarded as a result of this RFP shall contain Part I – The Schedule, consisting of Section A (Standard Form 33 (SF 33)) and Sections B

through H; Part II – Contract Clauses, consisting of Section I; and Part III – List of Documents, Exhibits, Attachments, consisting of Section J. Volume I shall also contain Part IV – Section K – Representations, Certifications, and Statement of Offerors which will be incorporated in the contract by reference, and any other administrative information.

- Offerors are cautioned that they must complete certain sections of the uniform contract since negotiations are not anticipated. Clauses and Appendices which must be completed by Offerors and included as part of Volume I are, **but may not be limited to**, the following:
 - Standard Form 33 – Block 14 (if applicable), Block 15A including Unique Entity Identifier (UEI) number of Offeror, Block 15B, Block 16, Block 17, and Block 18
 - Section B – Performance Fee
 - Clause H – Responsible Corporate Official
 - Clause H – Activities During Contract Transition
 - Section I – FAR 52.219-28 – Post-Award Small Business Program Rerepresentation (if applicable)
 - Section I – FAR 52.227-23 – Rights to Proposal Data
 - Section J, Appendix C – Special Financial Institution Account Agreement (if applicable)
 - Section J, Appendix D – Contractor’s Commitments
 - Section J, Appendix E – Key Personnel
 - Section J, Appendix H – Small Business Subcontracting Plan
 - Section J, Appendix L – Performance Guarantee
 - Section K
 - Section L, Appendix 4, Attachment 1 – Cost/Price Proposal for Transition Activities
 - Section L, Appendix 6 – Proposed Key Personnel Compensation Cost
- Other fill-ins required to be completed by the Government will be done prior to contract award.
 - Section H – Employee Compensation: Pay and Benefits
 - Section I – FAR 52.247-1 – Commercial Bill of Lading Notations
 - Section I – DEAR 970.5231-4 – Preexisting Conditions
 - Section I – DEAR 970.5232-4 – Obligation of Funds

- Section J, Appendix D – Contractor’s Commitments
(The Government reserves the right to reject any and all proposed Contractor commitments and to unilaterally modify Appendix D accordingly.)
 - Acceptance Period. An acceptance period of 240 days for block 12 of the SF 33 shall apply, unless the Offeror provides the Government with a longer acceptance period.
 - Signature Authority. The person signing the Standard Form 33 shall have the authority to commit the Offeror to all of the provisions of the offer, fully recognizing that the Government has the right to make an award without further discussion.
 - The Offeror’s signature on the SF 33 constitutes acceptance of the uniform contract (Sections A through K of this RFP) as written.
 - Offerors are not required to submit the complete language from all of the contract clauses in their offer. Submit only those pages that require input of information or a signature.
- (2) Volume II – Capabilities and Approach Proposal. The Capabilities and Approach Proposal, along with the oral presentation, shall clearly demonstrate the Offeror’s understanding of the Government’s requirements and the Offeror’s capability to perform the prospective contract. The Offeror must provide the written information, required by Provisions L.2 through L.6 of this RFP, in Volume II, which fully demonstrates the Offeror’s capability, knowledge, experience, and understanding with respect to the evaluation factors described in Section M Provision entitled “Capabilities and Approach Evaluation Factors” of this RFP. Provisions L.2 through L.6 of this RFP are designed to provide information so that the non-cost evaluation factors specified in Section M Provision entitled “Capabilities and Approach Evaluation Factors” can be evaluated. Cost information and other required documents are described elsewhere and shall not be included in the Capabilities and Approach Proposal.
- Offerors are cautioned to ensure consistency in proposal content, both within individual Factors and across multiple Factors. Proposals that are not internally consistent may be downgraded.
- (3) Volume III – Cost, Fee, Financial and Other Information Proposal. All cost information is to be included in this volume. Requirements for submission of cost information are contained in Section L

Provision entitled “Volume III – Cost, Fee, Financial and Other Information Proposal – Instructions” of this RFP. Pursuant to paragraph (b) of Section L Provision entitled “FAR 52.215.1 – Instructions to Offerors-Competitive Acquisition”, Offerors shall acknowledge receipt of amendments to this solicitation. **In addition to completing Block 14 of the SF 33 to be included in Volume I, Offerors are to provide a written acknowledgement that the Offeror received each amendment to this RFP in Volume III. The written acknowledgement should include identification of each amendment number and the date each amendment was received.**

(d) Cover Sheet Requirements for Proposal/Contract Volumes:

Volumes II and III are required to have a cover sheet containing the information required by paragraph (c)(2) of Section L Provision entitled “FAR 52.215-1 – Instructions to Offerors-Competitive Acquisition”.

(e) Number of Copies of Volumes Required:

The Offeror shall submit one copy of Volumes I, II, and III, inclusive of any and all attachments, electronically through FedConnect.

(f) Page and Size Limitations for Volumes:

- Volumes I and III have no page limitations.
- Volume II has a 150 page limitation, except as otherwise specified. Offerors have discretion on how to utilize the 150 pages for the sections identified in Volume II, except for Section L Provisions entitled “Offeror Engagement” and “Past Performance”, where page limits specified therein are to be followed. All specific page limitations in these Sections are within the overall 150 page limitation unless otherwise specified. If an Offeror exceeds these page limitations, the Government will only evaluate the information contained in the first 150 pages and/or the information contained within the respective page limitations specified for Section L Provisions entitled “Offeror Engagement” and “Past Performance”, as applicable. **No cost information is to be included in Volume II.**

The following size restrictions shall apply to Volume II:

- Except for foldouts, pages shall not exceed 8.5 x 11 inches. Each page shall have top, bottom, left, and right margins of at least one (1) inch. Pages shall be numerically numbered sequentially by volume (e.g., Volume II – 1, Volume II – 2, Volume II – 3, etc.). For the Volume II

Table of Contents and List of Figures/Glossary of Acronyms, the page(s) shall use the following number style: Volume II – i, Volume II – ii, Volume II – iii, etc. Pages containing tables of contents, lists of figures, divider tabs, and similar inserts shall not be counted toward the prescribed page limits UNLESS they include other text. The font to be used is Times New Roman. The font shall not be less than size 12, except as otherwise specified herein. Single spacing may be used except for between paragraphs, in which case double spacing is to be used. Page numbers, any proposal disclosure restrictions, the RFP number, and Offeror's name are the only text that may be displayed in the margins. Offerors may choose any font and font size for text displayed in the margins.

- Font size and type are unrestricted for graphs, tables, spreadsheets, and foldouts where necessary or permitted. Colors may be used for headings, graphs, tables, and to highlight text Offerors want to emphasize. Offerors are cautioned to avoid colors that may make the text hard to read.
 - Foldouts are only permitted for large tables, charts, graphs, diagrams, and other schematics, not for pages of text. Foldouts shall not exceed 11 x 17 inches and shall fold entirely within the volume. Each page of the foldout shall have top, bottom, left, and right margins of at least one (1) inch. Page numbers, any proposal disclosure restrictions, the RFP number, and Offeror's name are the only text that may be displayed in the margins. Each page of a foldout shall count as two (2) pages.
 - Page counting will begin with the first page and continue up to the page limitation. Pages exceeding the page limitation will not be read or evaluated. No material may be incorporated by reference as a means to circumvent any page limitations.
- (g) To facilitate the Source Evaluation Board's (SEB's) search for key words during proposal evaluation, Offerors should ensure that tables, diagrams, charts and/or other graphic illustrations are searchable. Inserts that are predominantly artistic illustrations or pictures and do not contain a significant amount of narrative, are excluded from this request.
- (h) Offers shall not be returned. However, offers can be withdrawn, through FedConnect, at any time prior to the proposal due date.
- (i) Offerors should not assume that because an offeror has had similar contracts with the Federal Government, including the DOE, that the SEB has any prior knowledge of the Offeror's performance under such contracts.

L.2 SCIENCE VISION AND IMPLEMENTATION PLAN

DOE is interested in selecting a contractor that understands both the Department's mission for FNAL and provides a vision to position FNAL as a world-class leader in science and technology.

(a) Science Vision

The Offeror shall provide documentation that describes its vision for the Laboratory that creates the conditions to enable achievement of the DOE mission, transformational and breakthrough science, and the delivery and optimization of FNAL's world class scientific facilities; enhances the Laboratory's leadership in the national and international arena for research and development; fosters its central role in the international research ecosystem to deliver breakthrough science results; attracts, develops and retains a highly skilled workforce; cultivates and sustains a diverse, equitable, inclusive, and accessible Laboratory culture; and, effectively coordinates activities within the DOE complex, nationally, and internationally. The Offeror's vision shall not simply restate the existing DOE/SC Ten-Year Plan for Fermi National Accelerator Laboratory which can be found at <https://science.osti.gov/-/media/lp/pdf/laboratory-planning-process/FY-2022-ALPs-for-Web.pdf>.

(b) Implementation Plan

The Offeror shall describe its approach for the implementation of its Science Vision. The proposed approach should demonstrate an understanding of the Laboratory's current major research programs (see Section C entitled "Description/Specifications/Statement of Work"), identify any new directions that the Laboratory might take, and discuss how the Laboratory could most effectively contribute to meeting the challenges facing the major programs in Section C entitled "Description/Specifications/Statement of Work". The Offeror shall describe its overall approach to implementing its Science Vision, and shall, at a minimum, include a discussion of its:

- Planned approach to enable achievement of the DOE mission and leverage programs to foster transformational and breakthrough science;
- Planned approach to bring on-line a robust implementation of the LBNF/DUNE and PIP II projects and approach for their future operations and possible upgrades;

- Planned approach for maintaining, enhancing and developing cooperative and collaborative partnerships with universities and industry, including emerging research institutions, to enhance the Laboratory's leadership in the national and international arena for research and development;
- Planned approach for fostering the Laboratory's central role in the international research ecosystem to deliver breakthrough science results;
- Planned approach for attracting, developing, and retaining a highly skilled workforce of existing and new scientific personnel with high stature in their disciplines; plan for joint appointments (if applicable); and how it would use the resources of the Laboratory to help develop and educate the next generation of scientists and engineers;
- Planned approach for cultivating and sustaining a diverse, equitable, inclusive, and accessible Laboratory culture;
- Planned approach to support technology transfer and enhance the Strategic Partnership Projects portfolio; and
- Planned approach to leading and coordinating scientific activities at FNAL and within DOE, nationally and internationally; and the Offeror's approach to maintain engagement and positive relations and communications with DOE and other interested stakeholders.

L.3 LABORATORY OPERATIONS

The Offeror shall demonstrate a thorough understanding of Laboratory Operations necessary to successfully accomplish Sections C.4(c) and C.4(d) of the Statement of Work. The Offeror shall describe its approach for achieving excellence in all areas of operations and business management while maintaining compliance with DOE and other applicable requirements. Areas to be addressed include, but are not limited to:

(Note: These items are not listed in any particular order of importance.)

- Integrated ES&H programs and processes that demonstrate a commitment at all levels within the Laboratory to the safety and health of workers and the public, as well as the protection and restoration of the environment. [See C.4(c)].

- An integrated management system capable of producing implementation-level plans, programs and procedures for the management and operation of the Laboratory.
- A robust, broad scope contractor assurance program to self-assess overall performance and drive continuous improvement of Laboratory operations and management.
- Business management systems [see Section C.4(d)(2)] and how they will be applied to ensure efficient and effective operation, protection and maintenance of the Laboratory's assets, and ability to function as a DOE laboratory.
- Systems for the efficient and effective management of all Laboratory facilities and infrastructure, safeguards and security, cyber security, emergency operations, waste operations, sustainability, and Laboratory strategic planning.
- Involvement of small business in meaningful contract performance, including the extent, variety, and complexity of the work to be performed.
- Developing and maintaining positive community relations and communications with DOE and other interested stakeholders.
- Approach to build, develop, maintain, and encourage a diverse workforce that addresses, at a minimum, the Offeror's approach for promoting diversity through (1) the Contractor's work force, (2) educational outreach, (3) community involvement and outreach, (4) subcontracting, (5) economic development (including technology transfer), and (6) the prevention of profiling based on race or national origin.
- Approach to successfully deliver the Laboratory's project portfolio that details the resources, organization, interfaces, and other elements the Offeror considers necessary.

L.4 OFFEROR ENGAGEMENT

Key Personnel

The Offeror shall propose "Key Personnel" including, at a minimum, the Laboratory Director, Chief Operating Officer, and Chief Research Officer. The Offeror may propose any other senior management position that the Offeror believes is key to its effective management of the organization; however, these other individuals will not be evaluated. The Laboratory Director, Chief Operating Officer, and Chief Research Officer shall be full-time positions principally dedicated to the resultant contract. The letter of

commitment for these three key personnel shall include an acknowledgement that the position is full-time. Key Personnel and other senior management positions may hold joint appointments; however, those joint appointments must avoid conflicts. Any ongoing commitments and potential conflicts of interest shall be identified in the proposal.

Written Material:

Provide a résumé for the Laboratory Director, Chief Operating Officer, and Chief Research Officer, which is to be signed by the individual being proposed, using the format in the Table shown below. This format must be used. Résumés for other Key Personnel will not be evaluated and therefore should not be submitted.

Laboratory Director: There is no page limit for the résumé of the Laboratory Director. A summary of responsibilities for all positions held by the Laboratory Director is required. Note that items 6 through 12 of the résumé format should be appended to the résumé, and that this Appendix Data is not within the page limitation for Volume II.

Chief Operating Officer and Chief Research Officer: For each of these Key Personnel, the limit for items 1 through 5 of the résumé format is three (3) pages per individual. Only provide the information specified in item 5.D. of the résumé format for the jobs held which are relevant to the proposed position. Note that items 6 through 12 for each résumé should be appended to that résumé, and that this Appendix Data is not within the page limitation for Volume II.

Table for Key Personnel Résumé Format	
1.	Name of Offeror:
2.	Name of Key Person:
3.	Proposed Position:
4.	Education: Provide degree(s), if any, attained; discipline(s); year(s) degree(s) attained; and institution(s)
5.	Chronological Work History: Start with current position and work backwards.
A.	Name and Address of Firm(s):
B.	Position(s) Held:
C.	Dates of Employment:
D.	General Summary of Responsibilities: Provide a concise description of major duties, responsibilities, and time in position for each job relevant to the proposed position. Include special assignments and major accomplishments. List leadership positions, type and number of personnel supervised, and size and nature of facility.
E.	Name, Title, Phone Number of Supervisor:
Appendix Data to be appended to the Résumé (no page limit for Appendix Data):	
6.	Professional Affiliations:
7.	Professional Registration(s):

8.	Awards/Special Recognition/Publications/Patents/Other: (please list but do not attach copies)
9.	References: Name, title, address, telephone number. The proposed Laboratory Director should list five (5) references. All others should list three (3) references.
10.	Letter of commitment to accept employment on the contract, commitment to stay at FNAL for a minimum of two (2) years after contract award, and acknowledgement that the position is full-time.
11.	Agreement to relocate to the work area vicinity, as applicable.
12.	Signature of Key Person:
By submission of this information, the Key Person and Offeror authorize DOE to contact educational institutions, references and previous employers provided to verify accuracy. DOE may consider the information received in evaluation of the Offeror's proposed Key Personnel.	

Offerors must list the names of all Key Personnel specified herein, to include those individuals where a résumé is not submitted for evaluation, in Section J, Appendix E entitled "Key Personnel".

Only one (1) individual may be proposed for each résuméd Key Personnel position evaluated under this solicitation. A letter of commitment, as indicated above in the résumé format, shall be submitted by each individual proposed as résuméd Key Personnel. Failure to submit the required letter of commitment from an individual proposed as résuméd Key Personnel will result in the individual not being evaluated for that Key Personnel position and adversely impact the overall evaluation.

Oral Presentation:

The Offeror's résuméd Key Personnel shall describe their qualifications, knowledge, understanding, capability, experience, and demonstrated performance as it relates to their respective position within the management team. The résuméd Key Personnel will not present a recitation of the information contained in their résumés. In addition, résuméd Key Personnel shall specifically address:

- (1) How their credentials, technical and leadership capabilities, and relevant experience, including currency and depth, and previous performance bring value to managing the Laboratory and interacting with DOE;
- (2) Their understanding of their roles, responsibilities, and authorities in the Laboratory's overall management structure, and of the need to collaborate internally;
- (3) Their understanding and approach for resolving scientific and business management barriers affecting accomplishment of the work, including

consistency of their understanding and approach with the written materials submitted;

- (4) Their ability to effectively communicate and cooperate with DOE and each other in order to enhance the successful conduct of the scientific mission and achieve excellence in operations and business management; and
- (5) Their understanding of DOE.

The participation of the Offeror's résuméd Key Personnel in the problem-solving exercise(s) will also be used in the evaluation of the Offeror's résuméd Key Personnel (see Section L Provision entitled "Oral Presentations").

Organizational Structure

The Offeror shall provide an organization chart and a description of the proposed organization and leadership structure. All major functional areas which the Offeror considers essential for the operation of the Laboratory are to be reflected in the organizational structure. The proposal shall discuss how the organizational structure will be designed to achieve world-class excellence in research and user facility operations, underpinned and enabled by best-in-class Laboratory operations and business management, and effectively implement the Offeror's proposed Science Vision and Implementation Plan for that Science Vision.

The Offeror shall describe the roles, responsibilities, authorities, and decision making in the Laboratory's overall management structure.

The Offeror shall describe how the units will work together and how the Offeror will collaborate internally. The Offeror shall describe the organizational approach for resolving scientific and business management barriers affecting accomplishment of the work. The Offeror shall describe how its overall management and governance approach enhances its ability to effectively communicate, cooperate and partner with DOE.

Governance Approach and Corporate Assurance

The Offeror shall describe its approach for providing corporate governance and assurance of the Laboratory, including the role of any supporting Committees and Boards. The Offeror shall also describe the value added by the parent organization(s) in achieving world-class excellence in research, user facility operations, and operations and business management. The Offeror shall provide an accompanying organization chart identifying the linkage(s) to the parent organization(s) and the Offeror's onsite FNAL management team.

Offeror's Commitments

Offerors shall, on a separate page(s), provide a list of any Offeror's proposed resources, support, and/or commitments (hereafter collectively referred to as "commitments") that will demonstrate how the Offeror plans to reinvest in the scientific mission of the Laboratory, at no additional cost to the Government. Each commitment shall be separately proposed. The description of each commitment shall also include, as applicable, location of the commitment, estimated total value, expected benefits to FNAL, the date the commitment will be provided, and a description of any Governmental action required or related to the commitment. If the Offeror is selected for contract award this list, as accepted by the Government, will be incorporated into the contract as Section J, Appendix D entitled "Contractor's Commitments". Commitments may include, but are not limited to, investments in the scientific community or mission, real or personal property (e.g., facilities or equipment), intellectual property, and human resources. Goods or services offered as commitments are not gifts to the Government and are only available for use during the period of performance of the contract. If commitments are made by anyone other than the Offeror, e.g., parent or affiliated companies, universities, or other institutions, the Offeror shall provide a signed letter on official letterhead from a person authorized to make the proposed commitment to the FNAL contract in order to be considered. Failure to submit any such letters will result in that commitment not being evaluated. The list of commitments and any signed letters of commitment are not part of the page count limitation. Additionally, the Offeror shall provide a plan/strategy for how the commitment(s) will be managed and integrated into FNAL, and any other pertinent information. This plan/strategy shall be included as part of the Offeror's Capabilities and Approach Proposal, Volume II, and shall be included as part of the page count limitation. As previously stated, any costs incurred by the Contractor and/or any other organizations in providing commitments incorporated into the FNAL contract under Section H Clause entitled "Contractor Resources, Commitments and Agreements" are expressly unallowable. The Offeror's proposed commitments shall not include any liability to the Government. The Government reserves the right to unilaterally accept or reject any Offeror proposed commitment(s) under this paragraph.

The Offeror agrees that its offer, as set forth in Volume I, may be modified unilaterally by the Contracting Officer to reflect the commitment(s) offered by the Offeror that is/are accepted by the Government.

L.5 PAST PERFORMANCE

The past performance information submitted shall be on recent and relevant contracts. Recent is defined as current or completed contracts performed within the last three (3) years, in which a minimum of one year has been performed. Relevance is defined in terms of similarity in scope, size, and complexity. For purposes of this RFP, the use of the terms scope, size, and complexity means: scope – similar type of work as identified in Section C Clause entitled "Statement

of Work”; size – in excess of \$50 million in average annual research and development (R&D) revenues/costs (i.e., basic and applied research and engineering development); and complexity – performance challenges, such as operations of a hazardous facility, operations of an FFRDC, complex partnerships with academia and international entities, management of complex business systems, and delivery of major capital projects, etc.

- (1) The Offeror shall submit no more than three (3) Past Performance Information Forms (PPIF) (Section L, Appendix 1) for recent and relevant, continuing/ongoing or completed, contracts, subcontracts, or other operations/activities (one form per contract). If no contracts have been awarded to the Offeror, no more than three (3) PPIFs shall be submitted for each individual entity comprising the Offeror which demonstrates their past performance with respect to their proposed roles/responsibilities. If only one (1) contract has been awarded to the Offeror, the PPIF for that one (1) contract may be submitted, and no more than two (2) additional PPIFs may be submitted for each individual entity comprising the Offeror which demonstrates their past performance with respect to their proposed roles/responsibilities.

There is a three (3) page limit for each PPIF, excluding item 15, “Safety Performance Per Year”. Item 15, of the PPIF, is not within the page limit for Volume II. The safety statistics requested on the form in item 15 are based on standard OSHA definitions or other relevant information, and should be based on the full duration that the Offeror was responsible for the contract, subcontract, or activity.

Item 11, “Description of Activity”, of the PPIF is to be used to provide a brief description of the type of work performed. It is not to be used by the Offeror to address its experience and accomplishments. Pages exceeding the three (3) page limitation specified above will not be evaluated.

- (2) The Offeror shall provide the Past Performance Questionnaire in Section L, Appendix 2, to each technical and contracting point of contact on the references (Blocks 9a and 9b of the PPIF) used for past performance. These reference points of contact shall return the completed Past Performance Questionnaires directly to the Source Evaluation Board (SEB) by email with the form as a PDF attachment to: FNALcompetition@science.doe.gov. The subject line of the email shall read, “Past Performance Questionnaire”.

The Past Performance Questionnaire must be submitted directly from the reference to DOE. This information should be submitted by the due date for receipt of proposals; however, DOE receipt of the questionnaires is not subject to Section L Provision entitled, “FAR 52.215-1 – 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 Government on time.

- (3) The Offeror shall provide a list of any Government contracts terminated (partially or completely) within the past three (3) calendar years, including the contract number, dollar amount of the contract, brief description of the work, reason for termination, sponsoring agency, and the name and telephone number of the Contracting Officer. If no contracts have been awarded to the Offeror, this requirement applies to each individual entity comprising the Offeror. If less than three (3) contracts have been awarded to the Offeror, this requirement applies to each individual entity comprising the Offeror, as well as the Offeror itself.

Performance of predecessor organization (e.g., a name change, purchased by, take over etc., in which the resources of the current organization are really the same as the prior company) may be considered if the Government believes that information is relevant to the past performance evaluation. The Government may contact and consider performance information from others not identified.

Information from sources that the Government determines to have a vested interest (e.g., affiliate, parent company, etc.) in the Offeror shall be considered to have a conflict of interest and will not be included in the evaluation.

The SEB may seek and consider supplemental information regarding past performance and references from sources other than those identified by the Offeror. Any contacts with another agency or outside source shall be documented in writing and shall include the date, party contacted, purpose and general summary of the conversation. This written record, together with any other written documentation provided by the agency or outside source, will be maintained in the official solicitation file. Any information obtained will be used for both the responsibility determination and the best value decision.

L.6 TRANSITION PLAN

The Offeror shall provide a Transition Plan covering a maximum phase-in period of three (3) months prior to assuming responsibility for the management and operations of the Laboratory. This plan should describe the Offeror's management approach for the transition activities set forth in Section H Clause entitled "Activities During Contract Transition", as applicable, including its "home office" assistance, staffing and qualifications of the transition team, equipment and other support requirements, as well as interactions with the Laboratory and DOE, and any other items/activities the Offeror deems necessary. Limited space will be made available at FNAL for transition activities of the Offeror. This plan should address specific steps necessary to assume full responsibility for

management and operation of FNAL as of 12:01A.M., January 1, 2025. It should include milestones for the steps that would be completed during this transition period and beyond. Identify any potential impacts on the continuity of operations and plans for their elimination or mitigation.

**L.7 VOLUME III – COST, FEE, FINANCIAL AND OTHER INFORMATION
PROPOSAL – INSTRUCTIONS**

The Offeror shall provide the following information for the evaluation of Volume III, as identified below. 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 Key Personnel (only those with evaluated résumés, see Section L Provision entitled "Offeror Engagement") costs for two (2) years, transition costs, fee information, and any other information as specified herein. For evaluation purposes, the transition period is projected to begin on October 1, 2024 and end on December 31, 2024. The Offeror shall provide a separately priced cost proposal, in Volume III, that consists of three (3) parts:

- (1) The Offeror's transition costs for a transition period, not to exceed 90 days;
- (2) The Offeror's Key Personnel (only those with evaluated résumés) costs for the first two (2) years after completion of the transition period (January 1, 2025 through December 31, 2026); and,
- (3) The Offeror's proposed total performance fee for the five (5) year base period.

(a) Transition Costs

The transition period (not to exceed 90 days) will be from the date of contract award through December 31, 2024 (see Section F Clause entitled "Period of Performance"). **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, DEAR 931, and DEAR 970.31.** The maximum allowable cost for transition which will be reimbursable by the Government will be the amount included by the Offeror in Section H Clause entitled "Activities During Contract Transition" and submitted to the Government in Volume III. The amount included in Section H Clause entitled "Activities During Contract Transition" shall be supported by the cost estimate required below.

The Offeror shall provide a cost estimate for all transition activities that addresses the elements enumerated below. The information submitted must follow the format provided in Section L, Appendix 4 entitled “Instructions for Submitting Cost/Price Proposals for Transition Activities”, 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 Section H Clause entitled “Activities During Contract Transition”. 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), relocation (if incurred for any key personnel identified in the proposal and intended to be charged to the contract as an allowable cost), travel, facilities, materials, supplies, subcontracts, space/lease costs, and all other cost elements in excess of \$25K related to the period of transition. Relocation costs shall be in accordance with FAR Part 31. Proposed rates for indirect costs and fringe benefits should be briefly explained.

(b) Key Personnel Costs

As part of the evaluation of the cost to the Government of doing business with each Offeror, the Government will evaluate the total compensation and associated fringe benefits for the Laboratory Director, Chief Operating Officer, and Chief Research Officer for the first two (2) years after the completion of the transition period, January 1, 2025 through December 31, 2026. With regard to these Key Personnel costs, the Offeror shall provide narrative support sufficient to explain the development of the costs proposed. The narrative shall describe the Offeror’s supporting rationale, market surveys and benchmarks (including position to market), the estimating methodologies used, and the basis of any other data provided in support of the proposed costs. Proposals should be sufficiently detailed to demonstrate their reasonableness and realism.

In addition, for each of the résuméd Key Personnel, separately identify the employee’s proposed compensation utilizing the table provided in Section L, Appendix 6.

- These amounts shall be separately identified for each year (January 1, 2025 to December 31, 2025 and January 1, 2026 to December 31, 2026).
- For purposes of this requirement, the term “compensation” is defined by FAR 31.205-6(p).
- The current cap on the reimbursement of compensation costs for Contractor employees is \$646,000. This cap is adjusted annually to

reflect the change in the Employment Cost Index for all workers as calculated by the Bureau of Labor Statistics.

- Section H Clause entitled “Employee Compensation: Pay and Benefits” states that “The base salary reimbursement level for the top contractor official establishes the maximum allowable salary reimbursement under the contract”. Excluding the Laboratory Director, DOE’s interpretation of “maximum allowable salary reimbursement” includes incentive pay-at-risk agreed to between the employer and employee at the beginning of the performance year.

(c) Performance Fee

The maximum available performance fee pool for this contract is as specified in the tables below through December 31, 2029. Also refer to Section B Clause entitled “Allowability of Subcontractor Fee”.

The Offeror shall propose a maximum annual earnable performance fee in Section B Clause entitled “Performance Fee” for the first five (5) years. The fee proposed for each year shall not exceed, but may be less than, the maximum fee amounts specified below:

Base Contract Period:

Performance Period	Maximum Performance Fee (millions)
1/1/2025 – 9/30/2025	\$4.173M
10/1/2025 – 9/30/2026	\$5.564M
10/1/2026 – 9/30/2027	\$5.564M
10/1/2027 – 9/30/2028	\$5.564M
10/1/2028 – 9/30/2029	\$5.564M
10/1/2029 – 12/31/2029	\$1.391M

Note: Base fee under this contract is \$0. All fee dollars shall be in performance fee and at risk. The estimated budget for the contract performance period is approximately \$614 Million annually.

Home office expenses and corporate oversight expenses, whether direct or indirect, relating to activities of the Offeror, except as otherwise

specifically agreed to in writing by the Contracting Officer are unallowable (see Section H Clause entitled “Advance Understandings Regarding Additional Items of Allowable and Unallowable Costs and Other Matters”). The Offeror shall not submit home office expense or corporate oversight expense information with the proposal.

- (d) This award is subject to Cost Accounting Standards (CAS) and submission of a Disclosure Statement is required (see Section K Clause entitled “FAR 52.230-1 – Cost Accounting Standards Notices and Certification”). Offerors currently covered by these requirements should provide the name and phone number of the Federal office responsible for appraising their Disclosure Statement.
- (e) Other Required Financial Information

- (1) Financial Statements. For the Government’s use in determining responsibility under FAR 9.1, provide audited/certified financial statements for the three (3) 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) Full and complete cost and financial information shall be provided for each individual entity comprising the separate corporate entity, as well as the proposing separate corporate entity itself. The proposing separate corporate entity shall provide the specifically identified information in sections (a), (b), (d), and (e) above.

In addition, Offerors are to include a copy of the charter/organizational document(s) that govern the relationship between the parties comprising the separate corporate entity.

- (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.
- (4) Offerors shall provide the name, address, and telephone number for the cognizant Administrative Contracting Officer and the cognizant Audit Agency Office, if applicable.

- (f) Acknowledgment of Amendments

Offerors are to provide a written acknowledgement that the Offeror received each amendment to this RFP in Volume III. This acknowledgement shall include identification of each amendment number and the date that each amendment was received. Block 14 of SF 33 should also be completed and provided in Volume I.

L.8 ORAL PRESENTATIONS

(a) General

After submission of the proposal, each Offeror will be required to make an oral presentation (see requirements in Section L Provision entitled “Offeror Engagement”) to the DOE SEB and other Government representatives involved in the evaluation of the proposals. Oral presentations will take place approximately four (4) weeks after receipt of written offers. The oral presentation, including the Offeror’s response to the problem-solving exercise and the question and answer session, will not constitute part of the written offer, and it is not the Government’s intent to incorporate any portion of the oral presentation into any contract resulting from this RFP. The oral presentation will be evaluated in accordance with Section M.

(b) How the Government Will Conduct the Oral Presentation

The oral presentation shall occur after submission of the Offeror’s written proposal. A written cross-cutting problem(s) will be provided to the Offeror during the oral presentation for evaluation in accordance with Section M Provision entitled “Capabilities and Approach Evaluation Factors”. All Offerors will be provided the same problem(s) and given the same amount of time to prepare and present their responses.

The Offeror may prepare and use visual materials to respond to the problem. The Government shall keep those materials and their content may be used in the evaluation. Such information shall not be used to remedy proposal deficiencies or material omissions, materially alter the technical or cost elements of the proposal, and/or otherwise revise the proposal. Questions will be used to further the Government’s understanding of the oral presentation. The Government will only ask questions during the individual presentations to address immediate information needs that cannot wait until the time scheduled for questions and answers (e.g., unfamiliar words or to request something be repeated because it was not heard clearly). The Government shall strictly enforce oral presentation time limits.

The oral presentation and the question and answer session will not include discussions of any of the elements of the proposed contract; will not

constitute discussions, as defined in FAR 15.306(d); will not obligate the Government to conduct discussions or to solicit final revised offers; nor will the information communicated during the oral presentation become part of any contract resulting from this RFP. Rather, these communications will be solely for the purpose of clarification of the Offeror's oral presentation. Members of the SEB and others involved in the evaluation of offers may be present at the oral presentation. The oral presentation shall not change any written materials submitted. The information provided by Offerors, and Offerors' answers to questions posed by the SEB, will be utilized by the SEB in its evaluation of each proposal received.

(c) Presenters and Attendees

Each proposed résuméd key personnel, as well as the responsible corporate official (see Section H Clause entitled "Responsible Corporate Official"), shall be physically present during the oral presentation. Failure of any résuméd key personnel to participate in the oral presentation could adversely affect the evaluation. Offerors may bring other non-résuméd key personnel who may participate in the preparation of the problem-solving exercise. However, only résuméd key personnel may participate in the Offeror's presentation of the response to the problem. Offerors may bring up to two (2) additional observers who are not allowed to participate in any manner in the oral presentation, including assisting Offerors in preparing and responding to the given problem(s). Also, Offerors may bring up to two (2) support staff members responsible for setting up and running equipment to support the Offeror's presentation. Each attendee shall wear a name tag designating who they are, and their proposed position at FNAL or their role at the oral presentation (e.g., Laboratory Director, Responsible Corporate Official, Observer, Support Staff, etc.). Attendees are prohibited from contacting anyone else during the oral presentation.

(d) Scheduling

The SEB will schedule the oral presentations via lottery and will notify each Offeror of the date and time of its oral presentation. The Government shall notify Offerors within ten (10) business days after the date for receipt of proposals of the date and time of the oral presentation, and shall provide any other instructions needed. Oral presentations shall start approximately four (4) weeks after the date for receipt of proposals. Oral presentations will be held in the vicinity of the Fermi National Accelerator Laboratory.

The Government reserves the right to reschedule the oral presentation at its discretion, and the Government shall not consider requests to reschedule the oral presentation except in extenuating circumstances (e.g., personal illness, death in the family, or other emergency).

The schedule for each Offeror's oral presentation will be as shown below.
DOE will strictly enforce time limits.

ORAL PRESENTATION SCHEDULE		
TIME ALLOCATION		ACTIVITY
7:30 a.m.	8:30 a.m.	Presentation room available to Offeror
8:30 a.m.	8:45 a.m.	DOE Introductions and Instructions
8:45 a.m.	9:00 a.m.	Proposed Laboratory Director and Responsible Corporate Official Opening Remarks
9:00 a.m.	11:00 a.m.	Presentations by résuméd Key Personnel (must include one 15-minute break scheduled at the Offeror’s discretion – see note below)
11:00 a.m.	11:15 a.m.	Break
11:15 a.m.	11:30 a.m.	Written Problem(s) Presented to Offeror
11:30 a.m.	2:30 p.m.	Offeror Problem Preparation Time / Lunch
2:30 p.m.	3:30 p.m.	Offeror Provides Problem Response
3:30 p.m.	3:45 p.m.	Break
3:45 p.m.	4:45 p.m.	Questions & Answers
4:45 p.m.	5:00 p.m.	Closing Remarks from Proposed Laboratory Director and Responsible Corporate Official

NOTE: Offerors will be given the latitude to space the one 15-minute break to fit the presentation. If not scheduled during the presentation by the Offeror, the one 15-minute break will be enforced by DOE.

(e) Method of Presentation

The Offeror may use any means it wishes to make its oral presentation except for pre-recorded videotaped presentations. The Offeror must supply all equipment and materials necessary for its oral presentation. At the end of the oral presentation, for record purposes, the Offeror shall provide the SEB with an electronic copy via email sent to FNALcompetition@science.doe.gov of any documents and/or slides presented. Offerors are reminded to consider marking the materials with any appropriate restrictive legends.

(f) Video/Audio Recording of Oral Presentation

The Offeror is prohibited from recording (either audio or video) its own presentation. However, the Government will videotape the entirety of each Offeror's oral presentation session, including the Offeror's problem preparation time, and the question and answer session. The SEB also reserves the right to be present during the Offeror's preparation time.

L.9 DEAR 970.5215-5 – LIMITATION ON FEE (DEC 2000)

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

L.10 SUBMISSION OF THE SMALL BUSINESS PLAN

In accordance with Section I Clause entitled "FAR 52.219-9 – Small Business Subcontracting Plan", an acceptable Small Business Subcontracting Plan is required prior to contract execution. Offerors are reminded that said Subcontracting Plan is required to be submitted as part of Volume I. Offerors are encouraged to use the Small Business Subcontracting Plan format set forth as Section J, Appendix H.

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

- (1) small businesses (includes small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and woman-owned small business concerns);
- (2) service-disabled veteran-owned small business;
- (3) veteran-owned small business;
- (4) HUBZone small business;
- (5) small disadvantaged business; and

- (6) woman-owned small business.

The Offeror’s plan shall address the fifteen (15) 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.

DOE has established the following small business subcontracting goals for FY24:

Small Business (SB)	49%
Small Disadvantaged Business (SDB)	5%
Women-Owned Small Business (WOSB)	5%
HUBZone Small Business (HUB)	3%
Service-Disabled Veteran-Owned Business (SDVOB)	3%

Each Offeror is strongly encouraged to consider this information in establishing goals under its proposed Small Business Subcontracting Plan.

L.11 DEAR 970.5209-1 – REQUIREMENT FOR GUARANTEE OF PERFORMANCE (DEC 2000) (DEVIATION)

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 existing or 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.12 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

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

L.13 RESPONSIBLE PROSPECTIVE CONTRACTORS

- (a) Responsible Offerors (1) meet the requirements of FAR Part 9.1 and DEAR 909; (2) do not have an organizational conflict of interest (OCI) or an OCI that cannot be mitigated or avoided (see Section K Clause entitled “DEAR 952.209-8 – Organizational Conflicts Of Interest Disclosure-Advisory and Assistance Services”); (3) have a favorable foreign

ownership, control, or influence (FOCI) determination; (4) have accepted and signed the Performance Guarantee; (5) are in compliance with Executive Order 11246; (6) are registered in the System for Award Management (see Section L Provision entitled “FAR 52.204-7 – System for Award Management”); and (7) are in compliance with Section I Clause entitled “FAR 52.222-37 – Employment Reports on Veterans” and Section L Provision entitled “FAR 52.222-38 – Compliance with Veterans’ Employment Reporting Requirements”, as applicable.

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

L.14 INTENT TO SUBMIT AN OFFER

Offerors intending to submit an offer are requested to provide the following via email to FNALcompetition@science.doe.gov no later than the close of business 15 business days after the RFP is released. The subject of the email should read “Intent to Submit an Offer”.

- (a) Solicitation Number 89243123RSC000083
- (b) Name of Proposing Offeror
- (c) Address (including zip code) of Proposing Offeror
- (d) Identify all entities comprising the Proposing Offeror
- (e) Identify all team members (if not included in item (d) above), including subcontractors, that will be submitted as part of the proposal
- (f) Name and Title of person submitting the Intent

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

L.15 DATE, TIME, AND PLACE OFFERS/PROPOSALS ARE DUE

- (a) **Proposals, and any modifications, are due on March 4, 2024, no later than 5:00 p.m. Central Time. Proposals must be submitted electronically through FedConnect at <https://www.fedconnect.net>.**
- (b) Submission of proposals through FedConnect:

- The Offeror must be registered in FedConnect at <https://www.fedconnect.net>. The Offeror must also be registered in the System for Award Management at <https://www.sam.gov>.
 - Files submitted through FedConnect must be submitted in a searchable PDF format.
 - It is imperative that the Offeror understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal by the proposal due date. Failure to submit a response that is received through the FedConnect Responses web portal by the proposal due date may result in the proposal not being considered.
 - DOE does not provide help desk assistance regarding FedConnect. Questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its website.
- (c) The Offeror assumes full responsibility for ensuring that the proposal is received by the date and time specified above. Offerors are strongly encouraged to start the proposal submission process well in advance of the proposal due date/time. Proposals submitted other than as specified above will not be considered.
- (d) Late proposals, modifications, revisions, and withdrawals will be treated as specified in paragraph (c)(3) of Section L Provision entitled "FAR 52.215-1 – Instructions to Offerors – Competitive Acquisition".

L.16 FAR 52.215-1 – INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (NOV 2021)

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

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

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

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

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

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

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

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

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

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

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

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile

received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

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

(2) Mark each sheet of data it wishes to restrict with the following legend:

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

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more 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 products, the make and model of the product to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.17 ELECTRONIC MEDIA – SOLICITATION AND AMENDMENT DISTRIBUTION

- (a) In order to further the Government's policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be the sole method used for distributing the solicitation and amendments to the public. The solicitation, any amendments and various available reference documents will be posted on the FNAL Competition website at: <https://science.osti.gov/Acquisition-Management/M-and-O-Competitions>.
- (b) This 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 other interested parties will need to maintain continual surveillance of the website to remain abreast of the latest available information; thus, Offerors and other interested parties are encouraged to utilize the website's "mailing list" feature.
- (c) The FNAL Competition website will contain various available reference documents and links to other organizational websites of interest for the

Offeror's information and use in connection with preparing a proposal under this solicitation. Offerors are cautioned that the information, reference documents and organizational websites contained in the URL address are not intended to be all-inclusive. Offerors are strongly urged to perform their own additional research using these and other available sources.

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

L.18 QUESTIONS ON SOLICITATION

All questions or comments regarding this solicitation shall be submitted to the official FNAL Competition email address at FNALcompetition@science.doe.gov. Submission of solicitation questions/comments by other means is not authorized. All questions regarding the RFP must be submitted no later than ten (10) calendar days prior to the date the proposals are due. Questions submitted after this date may not be answered and may not be a basis for amending this solicitation. Questions and answers, if appropriate, will be posted to the FNAL Competition website.

L.19 PRE-PROPOSAL CONFERENCE

A virtual pre-proposal conference will be scheduled approximately one week after release of the RFP. The specific date and time will be posted on the FNAL Competition website. Prospective Offerors are encouraged to attend. In no event shall failure to participate in the pre-proposal conference constitute grounds for a claim against the Government.

For further information, please check the FNAL competition website at: <https://science.osti.gov/Acquisition-Management/M-and-O-Competitions>.

L.20 SITE TOURS

A site tour will be offered approximately two weeks after release of the RFP. The specific date and time will be posted on the FNAL Competition website. Prospective Offerors are encouraged to attend. In no event shall failure to participate in the site tour constitute grounds for a claim against the Government.

For further information, please check the FNAL competition website at: <https://science.osti.gov/Acquisition-Management/M-and-O-Competitions>.

L.21 FAR 52.237-1 – SITE VISIT (APR 1984)

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

L.22 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 541715.

L.23 FALSE STATEMENTS

Offers shall set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 USC 1001.

L.24 EXPENSES RELATED TO OFFEROR SUBMISSION AND COMMITMENT OF PUBLIC FUNDS

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

L.25 FINAL PERSONNEL INFORMATION

(a) Existing Bargaining Agreements (also refer to Section H Clauses entitled “Activities During Contract Transition” and “Workforce Transition”).

- (1) Approximately 3.05% of the workforce at Fermi National Accelerator Laboratory, or 63 employees, are covered by three (3) collective bargaining agreements, with two (2) unions. The selected Offeror will be expected to provide employment terms and conditions consistent with those provided under the current agreements until bargaining unit employees electing to organize have transitioned to new collective bargaining agreements.
- (2) The following are the existing collective bargaining agreements:

- International Association of Fire Fighters, AFL-CIO, Local No. I-21
- International Association of Machinists and Aerospace Workers, AFL-CIO, Local 701 (Maintenance, Electricians, Mechanics)
- International Association of Machinists and Aerospace Workers, AFL-CIO, Local 701 (Machinist/Welders)

These documents are available on the SEB website,
<https://science.osti.gov/Acquisition-Management/M-and-O-Competitions/Document-Library/Contractor-Human-Resources>

- (b) Joint Appointments (see Section J, Appendix A entitled “Advance Understanding on Human Resources”).

There are approximately 27 joint appointees at FNAL. All joint appointments are reimbursed according to the percentage of time the joint appointee works at FNAL.

- (c) Employee Retention, Compensation and Benefits (also refer to Section H Clauses entitled “Activities During Contract Transition” and “Workforce Transition”).

- (1) FNAL’s “Incumbent” workforce of approximately 2,062 is employed under five (5) employee types (regular, fixed term, on call, seasonal, and temporary). See Section L, Appendix 5 for the entire FNAL workforce by all appointment categories. Subject to the availability of funds, the Contractor shall offer employment to all transferring employees in “Regular”, “Fixed-Term”, and “Temporary” appointments who, as of the date the Contractor assumes responsibility for the contract, are in good standing and are engaged in performance of work within the scope of work under this contract. Nothing in this paragraph shall preclude the Contractor from separating employees when in its judgment it is appropriate to do so based on the employee’s performance or conduct. Furthermore, the Contractor is not required to retain discretionary incumbent management employees as defined in Section H clause entitled “Workforce Transition”.
- (2) The contractor shall provide retained incumbent employees equivalent pay for at least the first year of the contract and equivalent benefits to those provided by the incumbent contractor. All non-incumbent employees shall receive a total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with contract

requirements. The Contractor shall become the plan sponsor of pension and other post-retirement benefit plans (PRBs), as applicable, for those individuals who retired from employment at FNAL with the predecessor contractor prior to the last day of contract transition.

- (3) Definitions. Incumbent and non-incumbent employees are defined in Section H Clause entitled “Employee Compensation: Pay and Benefits”.
- (4) Employees of FNAL are covered under the following retirement plan:
 - Fidelity Investments, 401(a) Retirement Plan for Employees of Fermi Research Alliance, LLC (401(a) Plan), Defined Contribution Plan. (<https://www.fidelity.com/>)
- (5) Any pension plan maintained by the Contractor, for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan which provides credit for service not performed under a DOE cost-reimbursement contract, and shall meet the requirements of the Internal Revenue Code (IRC) and the Employee Retirement Income Security Act (ERISA), as applicable.

L.26 CONTACTS REGARDING FUTURE EMPLOYMENT

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

L.27 FAR 52.204-7 – SYSTEM FOR AWARD MANAGEMENT (OCT 2018) (DEVIATION) (PF 2023-41)

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

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System

for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

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

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

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

- (b)
 - (1) An Offeror is required to be registered in SAM when submitting an offer or quotation, at the time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. A failure to register in SAM or a lapse in SAMs registration may be treated by the Contracting Officer as a correctable matter of responsibility.
 - (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.
- (c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity

identifier directly to obtain one. The Offeror should be prepared to provide the following information:

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

L.28 FAR 52.204-16 – COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

(a) Definition. As used in this provision –

Commercial and Government Entity (CAGE) code means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located

outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(c) CAGE codes may be obtained via—

(1) Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

(2) The DLA Contractor and Government Entity (CAGE) Branch. If registration in SAM is not required for the subject procurement, and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

(3) The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

(d) Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

(e) When a CAGE code is required for the immediate owner and/or the highest-level owner by Federal Acquisition Regulation (FAR) 52.204-17 or 52.212-3(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.

(f) Do not delay submission of the offer pending receipt of a CAGE code.

(g) If the solicitation includes FAR clause 52.204-2, Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254. The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

L.29 FAR 52.215-22 – LIMITATIONS ON PASS-THROUGH CHARGES- IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

- (a) Definitions. Added value, excessive pass-through charge, subcontract, and subcontractor, as used in this provision, are defined in the clause of this solicitation entitled "Limitations on Pass-Through Charges" (FAR 52.215-23).
- (b) General. The offeror's proposal shall exclude excessive pass-through charges.
- (c) Performance of work by the Contractor or a subcontractor.
 - (1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.
 - (2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal-
 - (i) The amount of the offeror's indirect costs and profit/fee applicable to the work to be performed by the subcontractor(s); and
 - (ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

- (3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal-
 - (i) The amount of the subcontractor's indirect costs and profit/fee applicable to the work to be performed by the lower-tier subcontractor(s); and
 - (ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

L.30 FAR 52.216-1 – TYPE OF CONTRACT (APR 1984)

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

L.31 FAR 52.222-24 – PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this RFP, 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.32 FAR 52.222-38 – COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FEB 2016)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

L.33 DEAR 952.219-70 – DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000)

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist firms certified under section 8(a) of the

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

L.34 FAR 52.233-2 – SERVICE OF PROTEST (SEP 2006); MODIFIED BY DEAR 952.233-2 (MAY 2010)

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

Jud Kingman
Contracting Officer
U.S. Department of Energy
Office of Science
ORNL Site Office
P.O. Box 2008, MS 6269
Oak Ridge, TN 37830
Telephone: (865) 576-0418
Email: FNALcompetition@science.doe.gov and
Judson.Kingman@science.doe.gov

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

L.35 DEAR 952.233-4 – NOTICE OF PROTEST FILE AVAILABILITY (AUG 2009)

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

L.36 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.37 DEAR 970.5223-3 – AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)

- (a) Any contract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites.
- (b) By submission of its offer, the officer agrees to provide to the Contracting Officer, within 30 days after notification of selection for award, or award of a contract, whichever occurs first, pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR part 707. DOE may grant an extension to the notification or implementation period if necessary as per 10 CFR 707.5(g).
- (c) Failure of the Offeror to agree to the condition of responsibility set forth in paragraph (b) of this provision, renders the Offeror unqualified and ineligible for award.

L.38 DEAR 970.5227-7 – ROYALTY INFORMATION (DEC 2000)

- (a) Cost or charges for royalties. If the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
- (1) Name and address of licensor;
 - (3) Date of license agreement;
 - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;
 - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable;
 - (5) Percentage or dollar rate of royalty per unit;
 - (6) Unit price of contract item;
 - (7) Number of units; and
 - (8) Total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents or other basis upon which the royalty may be payable.

L.39 DEAR 970.5227-9 – NOTICE OF RIGHT TO REQUEST PATENT WAIVER (DEC 2000)

Offerors have the right to request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of the contract, in advance of or within 30 days after the effective date of contracting. If such advance waiver is not requested or the request is denied, the Contractor has a continuing right under the contract to request a waiver of the rights of the Government in identified inventions, i.e., individual inventions conceived or first actually reduced to practice in performance of the contract. Contractors that are domestic small businesses and domestic nonprofit organizations may not need a waiver and will have included in their contracts a

patent clause reflecting their right to elect title to subject inventions pursuant to the Bayh-Dole Act (35 U.S.C. 200 et seq.).

L.40 APPENDIX B – PERFORMANCE EVALUATION AND MEASUREMENT PLAN (PEMP)

Section J, Appendix B entitled “Performance Evaluation and Measurement Plan” (PEMP) will be used to evaluate the Incumbent Contractor’s performance for FY 2024. This FY 2024 PEMP is provided for illustrative purposes only. The FY 2025 FNAL PEMP which will be included in the awarded contract will follow the standard PEMP format provided for in the Office of Science (SC) procedures and guidance for the SC Laboratory Performance Appraisal Process which can be found at <https://science.osti.gov/lp/Laboratory-Appraisal-Process>.

L.41 DISPOSITION OF INTELLECTUAL PROPERTY FOR TECHNOLOGY TRANSFER

A mission of FNAL is to partner 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 authority and responsibility for carrying out the technology transfer obligation under the Technology Transfer Mission clause of the Prime Contract (DEAR 970.5227-3).

To facilitate technology transfer and commercialization of technology developed at the Laboratory, a small businesses 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 the class waiver, the Prime 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 DEAR 970.5227-12.

L.42 FAR 52.252-5 – AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

indicated by the addition of "(DEVIATION)" after the name of the regulation.

L.43 PROVISIONS INCORPORATED BY REFERENCE

FAR and DEAR provisions referenced within the solicitation may be located at <http://www.acquisition.gov/far/> and <http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>, respectively.

L.44 AVAILABILITY OF REFERENCED DOCUMENTS AND OTHER USEFUL DOCUMENTS

Documents available for information and use in preparing offers are indexed at the following web links:

<https://science.osti.gov/Acquisition-Management/M-and-O-Competitions>

<https://www.fnal.gov>

<http://science.energy.gov>

<https://www.fedconnect.net/FedConnect/default.htm>

<https://www.sam.gov/content/opportunities>

<https://www.acquisition.gov/dears>

<http://www.acquisition.gov/far/>

L.45 SECTION L APPENDICES

Appendix 1 – Past Performance Information Form

Appendix 2 – Past Performance Questionnaire Cover Letter and Past Performance Questionnaire

Appendix 3 – Performance Guarantee Agreement

Appendix 4 – Instructions for Submitting Cost/Price Proposals for Transition Activities

Appendix 5 – FNAL Workforce by Appointment Category

Appendix 6 – Proposed Key Personnel Compensation Cost

Appendix 1 – Past Performance Information Form

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, email address and telephone number)	9b. Contracting Point of Contact (include address, email address and telephone number)
10. Activity Title	
11. Description of Activity	
12. Description of Problems and Conflicts Encountered	
13. Regulatory Performance	

14. Current Status of Contract (Choose One)

- Work Continuing, on Schedule
- Work Continuing, Behind Schedule
- Work Complete, Litigation Pending or Underway
- Work Completed, No Further Action Pending or Underway
- Work Completed, Routine Administrative Action Pending or Underway
- Work Completed, Claims Negotiations Pending or Underway
- Terminated for Convenience
- Terminated for Default
- Other (explain)

15. Safety Performance Per Year

Workplace fatalities

Total Recordable Case (TRC) Rate

Days Away, Restricted, or Transferred (DART) Rate

DART Case Rate

Fire loss statistics

Worker compensation rate

Average annual worker radiation effective dose equivalent

Environmental releases in excess of regulatory enforcement limits

Number of regulatory enforcement actions

ES&H citations and associated fines

Notices of Violation (NOVs) and monetary amount associated with violation
If there were OSHA or DOE citations or NOVs, have all citations or NOVs been corrected? If no, what percentage remain open?
Compliance: Describe any significant ES&H compliance issues, along with the basis and the actual or proposed resolution:

If more space is needed, please feel free to attach additional pages.

Appendix 2 - Past Performance Questionnaire Cover Letter

(Past Performance Questionnaires shall be sent directly to the Source Evaluation Board (SEB) as a PDF attachment to: FNALcompetition@science.doe.gov. The subject line of the email shall read, "Past Performance Questionnaire".)

Date

Dear _____:

The Department of Energy (DOE) is seeking your assistance.

_____ is submitting a proposal for a DOE Contract with an estimated value of approximately \$614 million per year. We are asking you to complete the attached questionnaire to help us evaluate _____'s performance.

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.

Please feel free to provide an explanatory narrative under REMARKS. If more space is needed, please attach additional pages. We greatly appreciate your time and assistance in completing this questionnaire. Please provide the following information:

Respondent: Please fill in the following table:

Item	Fill-In
Name	
Title	
Organization Name	
Organization Address (including City, State, Zip)	
Telephone Number (w/area code)	
Facsimile Number (w/area code)	
Email Address	

Past Performance Questionnaire

- | | | | | | | | | |
|--|----------|---|---|---|---|----|---------|--|
| 1. Assess the contractor's adherence to contract delivery schedules/response times/cost estimates/budgets. | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 2. Assess the contractor's utilization of an effective project management system that included planning, budgeting, status tracking, reporting, baseline management, critical path analysis, and work breakdown structure. | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 3. Assess the contractor's demonstrated ability to create teaming/partnering relationships to achieve project goals. | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 4. Assess the contractor's ability to effectively execute the Statement of Work effectively in a consistently high quality Manner. | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 5. Assess the contractor's successfulness in recruiting and retaining strong, well-qualified key personnel. | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 6. Assess the contractor's Environmental Safety & Health (ES&H) program. (Was it in compliance with contract requirements and protective of workers, public, and the environment?) | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 7. Assess the contractor's effectiveness in subcontract management. | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 8. Assess the contractor's ability to manage human relations and labor issues effectively. | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 9. Assess the contractor's ability to effectively manage regulatory compliance programs and regulatory interfaces. | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 10. Assess the ability of the contractor's corporate office to effectively support your contract. | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 11. Assess the contractor's ability to develop and implement an effective quality assurance program. | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 12. Assess the contractor's ability to effectively implement human resource requirements and manage labor relations to minimize work disruptions. | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 13. Assess the contractor's effectiveness in working with customers, regulators, and community interests groups. | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 14. Assess the contractor's ability to meet its socio-economic program goals as set forth in a government (Federal, State, and Local) approved plan. | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 15. Provide an overall assessment of the contractor's performance. | 0 | 1 | 2 | 3 | 4 | NA | DK | |
| 16. Would you hire this Contractor? | Yes_____ | | | | | | No_____ | |
| 17. Have you previously discussed any negative past performance information with the Contractor? | Yes_____ | | | | | | No_____ | |

Appendix 3

PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and in order to induce the United States (the Government) to enter into Contract No. _____ (to be determined) _____ for the management and operation of Fermi National Accelerator Laboratory (Contract dated as specified on Block 28 of SF 33), by and between the Government and _____ (Contractor), the undersigned, _____ (Guarantor), a _____ (corporation, nonprofit, etc.) _____ incorporated/established 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 (c) 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

Appendix 4

Instructions for Submitting Cost/Price Proposals for Transition Activities

This document provides instructions for preparing a contract pricing proposal for transition activities. Attachment 1 to this section contains an Excel spreadsheet (File Name: Section L Appendix 4 Attachment 1.xlsx) which shall be used to summarize and present all financial data relating to transition cost/price proposals.

Note: By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual information (regardless of form or whether the information is specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

I. General Instructions

- A. You must provide the following information on the first page of your pricing proposal:
- (1) Solicitation number;
 - (2) Name and address of Offeror;
 - (3) Name, telephone number, and email address of point of contact;
 - (4) Name of cognizant Administrative Contracting Officer and the cognizant Audit Agency Office (if applicable);
 - (5) Proposed costs per category and total cost;
 - (6) Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS, and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR Part 31, Cost Principles, and, if not, an explanation;
 - (7) The following statement:

This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403-5(b)(1). By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

- (8) Date of submission; and
 - (9) Name, title and signature of authorized representative.
- B. In submitting your proposal, you must include an index, appropriately referenced, of all the cost information accompanying or identified in the proposal. You must submit with your proposal any information reasonably required to explain your estimating process, including—
- (a) The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and
 - (b) The nature and amount of any contingencies included in the proposed price.
 - (c) Furnish supporting breakdowns for each cost element, consistent with your cost accounting system.
- C. If you have reached an agreement with Government representatives on the use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.

II. Cost Elements

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

- A. **Materials and services.** Provide a consolidated priced summary of individual material quantities being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals who are identified teaming partners. Conduct cost analyses for all these subcontracts when cost or pricing data are submitted by

the subcontractor. Include these analyses as part of your cost proposal submissions for subcontracts expected to exceed the appropriate threshold in FAR 15.403-4. Submit the subcontractor cost or pricing data as part of your own cost proposal. These requirements also apply to all subcontractors if required to submit cost or pricing data. The offeror may want to submit the subcontractor cost information separately or under a separate sealed cover.

- (1) Adequate Price Competition. Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR 15.403-4 priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR 31.205-26(e)).
 - (2) All Other. Obtain cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material orders, etc.) exceeding the threshold set forth in FAR 15.403-4 and not otherwise exempt, in accordance with FAR 15.403-1(b) (*i.e.*, adequate price competition, commercial items, prices set by law or regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$10,000,000 or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. Subcontractor cost or pricing data must be accurate, complete and current as of the date of final price agreement with prime Offeror. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the Offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's cost or pricing data is required as described in this paragraph, it must be included with your cost proposal. You must also submit any other cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.
- B. Direct Labor. Provide a monthly breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

- C. Indirect Costs. Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.
- D. Other Costs. List all other major costs (i.e., in excess of \$25K) not otherwise included in the categories described above and provide basis for pricing.
- E. Royalties. If royalties exceed \$250, you must provide the following information on a separate page for each separate royalty or license fee:
- (1) Name and address of licensor.
 - (2) Date of license agreement.
 - (3) Patent numbers.
 - (4) Patent application serial numbers, or other basis on which the royalty is payable.
 - (5) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).
 - (6) Percentage or dollar rate of royalty per unit.
 - (7) Unit price of contract item.
 - (8) Number of units.
 - (9) Total dollar amount of royalties.
- F. Provide the basis for any facilities and space/lease costs.

See EXCEL file Section L Appendix 4 Attachment 1.xlsx

APPENDIX 5

FNAL Workforce by Appointment Category

Employee Type	Full time		Part time		Total	
	Count	Sum of FTE	Count	Sum of FTE	Count	Sum of FTE
Fixed Term	165	165	15	10.4	180	175.4
On Call	0	0	64	28.8	64	28.8
Regular	1,812	1,812	37	24.5	1,849	1,836.5
Seasonal	18	18	4	2.4	22	20.4
Temporary	1	1	0	0.0	1	1.0
Total	1,996	1,996	120	66.1	2,116	2,062.1

27 joint appointees
 126 postdoctoral researchers
 66 undergraduate students
 35 graduate students
 2,123 Fermilab accelerator complex users

EMPLOYEE TYPES

- **Regular employees** are not in a temporary status and are regularly scheduled to work.
- **Fixed Term employees** are hired to temporarily work on short- or long-term assignments for a limited duration generally up to a maximum of three years. Term assignments may be continued for one additional extension period.
- **Seasonal employees** are hired to work generally during the summer months or holiday season to supplement the workforce. One type of seasonal employee is an **Intern employee** hired to perform work for a specific internship program, generally during the summer months.
- **Temporary employees** are hired to temporarily work for a limited duration generally up to a maximum of six months. One type of temporary employee is a **Co-op employee** hired to work three or four terms at Fermilab, alternating periods of full-time study at their schools with full-time employment at the laboratory.
- **On-call employees** are employed on an “as-needed” basis for a non-specified period. On-call employees must work less than 1,000 hours per year.

Full-time employees are regularly scheduled to work at least 40 hours per week.

Part-time employees are regularly scheduled to work less than 40 hours but at least 20 hours per week.

See EXCEL file Section L Appendix 6 Attachment 2.xlsx

Attachment 2 to this section contains an Excel spreadsheet (File Name: Section L Appendix 6 Attachment 2.xlsx) which shall be used for proposed key personnel compensation costs.