

Section L - Instructions, Conditions, and Notices to Bidders

- L.1 FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)**
- L.2 FAR 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING. (AUG 2020)**
- L.3 FAR 52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE. (APR 1991)**
- L.4 FAR 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY. (APR 1991)**
- L.5 FAR 52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION. (NOV 2021)**
- L.6 FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY. (JUN 2003)**
- L.7 FAR 52.216-1 TYPE OF CONTRACT. (APR 1984)**

The Government contemplates award of a hybrid Firm-Fixed-Price and Indefinite Delivery/Indefinite Quantity (IDIQ) contract under which Firm-Fixed-Price task orders will be issued.

(End of provision)

- L.8 FAR 52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS-SECONDARY SITE OF THE WORK. (MAY 2014)**

(a) (1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b) (1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

- L.9 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION. (FEB 1999)**

- L.10 FAR 52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT – CONSTRUCTION MATERIALS. (MAY 2014) – ALTERNATE I (MAY 2014)**

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the

clause of this solicitation entitled "Buy American-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute shall submit the request with its offer, including the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9.

(c) *Evaluation of offers.* (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.* (1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested-

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

L.11 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

<https://www.energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

(End of provision)

L.12 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.

(End of provision)

**L.13 DEAR 952.219-70 DOE MENTOR-PROTEGE PROGRAM. (MAY 2000) (DEVIATION)
(ISSUED BY DOE POLICY FLASH 2019-15)**

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist small business concerns, Historically Black Colleges and Universities and Minority Institutions, and other minority institutions of higher learning in enhancing their capabilities to perform contracts and subcontracts for DOE and other Federal agencies. 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 agreement. 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.14 DOE-L-2001 PROPOSAL PREPARATION INSTRUCTIONS - GENERAL. (OCT 2015) -
ALTERNATE II (OCT 2015)**

(a) Offeror. The term "offeror," as used in this Section L, refers to the single entity submitting the proposal. The offeror may be a single corporation or a "contractor team arrangement" as defined in FAR 9.601, for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. The offeror may be an existing or newly-formed business entity for the purposes of competing for any contract resulting from this solicitation. If the offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)

(b) Availability of the solicitation, amendments, and other documents.

(1) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at: <https://www.fedconnect.net/FedConnect/default.htm>. 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 all other interested parties are responsible to maintain continual surveillance of the website to remain abreast of the latest available information (offerors and other interested parties are encouraged to utilize the website's "Notifications" feature). No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.

(2) The solicitation, amendments, reference documents, and other communications are also available through a website. The website address is <https://www.emcbc.doe.gov/seb/MercuryStorage>. However, as stated above, the official distribution of such information is through the FedConnect website.

(c) Submission of proposals.

(1) The offeror must be registered in FedConnect at <https://www.fedconnect.net/FedConnect/default.htm>. The offeror must also be registered in the System for Award Management (SAM) at <https://www.sam.gov/SAM/>.

(2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form 33, Solicitation, Offer and Award, in Section A of this solicitation and other provisions of Section L. Proposals shall only be accepted through FedConnect. It is imperative that the offeror read and 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 no later than the date and time indicated in Standard Form 33. Proposals submitted via hardcopy, email, or the FedConnect Message Center shall not be accepted or considered. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its web site.

(d) Solicitation instructions and proposal information.

(1) Proposals are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an offeror possesses any capability unless set forth in the proposal. This applies even if the offeror has existing contracts with the Federal government, including the Department of Energy.

(2) These instructions are not evaluation factors. Evaluation factors are set out in Section M, Evaluation Factors for Award, of this solicitation. However, failure to provide the requested information may make an offeror ineligible for award or adversely affect the Government's evaluation of an offeror's proposal. In addition, a proposal may be eliminated from further consideration before the initial rating if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal may be deemed unacceptable if it does

not represent a reasonable initial effort to address the essential requirements of the solicitation, or if it clearly demonstrates that the offeror does not understand the requirements of the solicitation.

(e) Proposal volumes and page limitations.

(1) The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:

(i) Volume I, Offer and Other Documents - No page limit.

(ii) Volume II, Technical Proposal - Thirty (30) page limit.

(iii) Volume III, Price Proposal - No page limit.

(2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth above, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, blank pages, cross reference matrix, and any applicable licenses, permits or other authorizations and approvals. Those pages that exceed the limits set forth above will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.

(3) Except as may be provided elsewhere in the solicitation (including paragraph (f)(2) below), Offerors shall not cross-reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All pricing information shall be submitted and addressed only in Volume III, Price Proposal, unless otherwise specified.

(f) Proposal specifications.

(1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.

(2) Cross reference matrix. The offeror shall provide a cross reference matrix which correlates the proposal by page and paragraph number to the Section C Performance Work Statement, Section L instructions, and Section M evaluation factors. The cross-reference matrix shall be inserted immediately following the table of contents of the corresponding volume of the offeror's proposal.

(3) Page size. Page size shall be 8½ x 11 inches for text pages. Page size shall not exceed 11 x 17 inches and may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. When 11 x 17-inch pages are used, this is considered two pages.

(4) Print type. Text shall be 12 point or larger, single-spaced, using Times New Roman font type. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 10 point or larger using Times New Roman font type.

(5) Page margins. Page margins for text pages shall be a minimum of one inch at the top, bottom, and each side. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the offeror; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, Instructions to Offerors - Competitive Acquisition. This is the only information that can be displayed within the margins. Two columns of text per page and use of boldface type for paragraph headings are acceptable.

(6) Page numbering. All pages shall be sequentially numbered by volume.

(7) File format. Files shall be submitted in readable and searchable Microsoft Word, Adobe Acrobat PDF, or Microsoft Excel, as appropriate, in formats compatible with the current version of the software.

(8) Classified Information. The offeror shall not provide any classified information in response to this solicitation unless specifically required to do so in other parts of this solicitation.

(g) Questions.

(1) Questions regarding this solicitation must be submitted via email at MercuryStorage@emcbc.doe.gov no later than April 1, 2022. If DOE has not acknowledged receipt of submitted questions within three business days, the Offeror may contact the CO to confirm receipt of questions. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on <https://www.emcbc.doe.gov/seb/MercuryStorage>. The Government will not identify prospective offerors submitting questions. Offerors must check the procurement website periodically to ascertain the status of answers to questions.

(2) This solicitation is considered complete and adequately describes the Government's requirements. If an offeror believes that there is an error in the solicitation, or an omission, the offeror shall submit a question through MercuryStorage@emcbc.doe.gov.

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

(i) Examination of data. By submission of a proposal, the offeror grants to the Contracting Officer, or an authorized representative of the Contracting Officer, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) which will permit an adequate evaluation of the proposal. This includes site visits by Government representatives of the proposed Storage Facility. This right may be exercised in connection with any reviews deemed necessary by the Contracting Officer prior to award.

(j) Commitment of Public Funds. The Contracting Officer is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.

(k) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: Part I - The Schedule; Part II - Contract Clauses; Part III, Section J - List of Documents, Exhibits and Other Attachments; and Part IV, Section K - Representations, Certifications, and Other Statements of Offerors. These sections will be incorporated into the contract by reference.

(End of Provision)

L.15 DOE-L-2002 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME I - OFFER AND OTHER DOCUMENTS. (NOV 2021)

(a) General. Volume I - Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the offeror is required to fill-in information in a contract clause, the offeror shall submit only those pages that require input of information or a signature. Those specific areas are:

Section B:

- (i) B.4 Contract Pricing

Section F:

- (ii) F.2 DOE-F-2002 Place of Performance – Services (Oct 2014)

Section G:

- (iii) G.4 Shipment Delivery Scheduler

Section H:

- (iv) H.9 DOE-H-2052 Representations, Certifications, and Other Statements of the Offeror (Oct 2014) (Revised)

Section I:

- (v) FAR 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Sep 2021)
- (vi) FAR 52.223-3, Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)
- (vii) FAR 52.225-9, Buy American – Construction Materials (Nov 2021)
- (viii) FAR 52.227-23, Rights to Proposal Data (Technical) (Jun 1987)

(b) Cover letter. The offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.

(c) Standard Form 33, Solicitation, Offer and Award. One signed original of the Standard Form (SF) 33 must be provided in addition to a copy for each set of the Volume I.

- (1) The person signing the SF 33 must have the authority to commit the offeror to the terms and conditions of the resulting contract - Sections A - J. By signing and submitting the SF 33, the

offeror commits to accept the resulting contract as contained in the solicitation, unless an exception or deviation to the terms and conditions as stated in the solicitation is explicitly stated by the offeror in accordance with the below subsection.

(2) The offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF 33.

(d) Administrative information. Offerors shall provide the following information:

(1) Solicitation number (reference paragraph (c)(2)(i) of the Section L provision at FAR 52.215-1, Instructions to Offerors - Competitive Acquisition).

(2) Offeror name. Name, address, telephone and facsimile number, e-mail, and unique entity identifier of the offeror (reference paragraph (c)(2)(ii) of the Section L provision at FAR 52.215-1, Instructions to Offerors - Competitive Acquisition).

(3) Authorized signatory. Name and title of person authorized to sign the proposal (reference paragraph (c)(2)(v) of the Section L provision at FAR 52.215-1, Instructions to Offerors - Competitive Acquisition).

(4) Negotiators. Name(s), title(s), telephone and facsimile numbers of persons authorized to negotiate on the offeror's behalf (reference paragraph (c)(2)(iv) of the Section L provision at FAR 52.215-1, Instructions to Offerors - Competitive Acquisition).

(5) Government agency administration. Government agency(ies) and name of its representative(s) having administrative cognizance over the offeror or parent company within the meaning of FAR subpart 42.3, Contract Administration Office Functions, including financial auditing, employment opportunity oversight, etc. Include agency name, address, and telephone number.

(e) Subcontractors and other entities.

(1) Name, address, and unique entity identifier for all proposed, named subcontractors or other entities that will perform any portion of the contract work.

(2) If the offeror is a joint venture, limited liability company, limited liability partnership or other similar entity (multi-member, shared ownership) provide -

(i) Name, address, and unique entity identifier of the parent or member company(ies) of the offeror - joint venture members, limited liability company members, limited liability partnership members, etc.; and

(ii) Teaming agreement(s) and operating agreement (if applicable), that will remain in effect after any contract award, that describe the business arrangement between the members, including the identity of the one member/partner who has the majority interest in the offeror.

(f) Representations and certifications.

(1) If the offeror has completed the annual representations and certifications electronically via the System for Award Management website in accordance with the provision at FAR 52.204-8, Annual Representations and Certifications and those representations and certifications are current, accurate, complete, and applicable to this solicitation, the offeror does not need to resubmit such representations and certifications in response to this solicitation. However, if any of these annual representations and certifications requires a change, the offeror shall submit those changes in accordance with FAR 52.204-8. The offeror shall also complete any additional representations, certifications or other statements required in this solicitation's Section K, Representations, certifications, and other statements of the offeror.

(2) If the offeror has not completed the annual representations and certifications electronically via the System for Award Management, the offeror shall complete and provide all of the representations, certifications, and other statements of the offeror as required in this solicitation's Section K.

(3) If this solicitation is for advisory and assistance services, the offeror shall comply with the organizational conflict of interest requirements of Section K.

(g) Exceptions and deviations.

(1) Exceptions and/or deviations are not sought, and the Government is under no obligation to enter into discussions related to such. If an offeror takes exception to or deviates from the terms and conditions of the proposed contract (Sections A-J) or other provisions of the solicitation, each exception and deviation shall be specifically identified and fully explained. Any exceptions or deviations must also identify the applicable solicitation section, clause or provision number, paragraph number, and the proposal volumes to which the exception or deviation applies. In addition to identifying this complete information in Volume I, any deviations or exceptions shall be repeated in the other volumes to which the deviation or exception applies - Volumes II and III. Only exceptions or deviations specifically identified in this section, if accepted by the government, will take precedence over the terms and conditions of the solicitation.

(2) Any exceptions or deviations by the offeror to the terms and conditions stated in the solicitation for the resulting contract may make the offer unacceptable for award without discussions. If an offeror proposes exceptions or deviations to the terms and conditions of the contract, then the Government may make an award without discussions to another offeror that did not take exception to the terms and conditions of the contract.

(h) Equal opportunity compliance. The Offeror shall provide all of the information required to perform a pre-award onsite equal opportunity compliance evaluation in accordance with FAR 52.222-24. This information shall include the company name, address, phone number, and point of contact for the Equal Employment Opportunity Commission. This information shall be provided for the Offeror as well as any known subcontractors with anticipated subcontracts of \$10 million.

(End of Provision)

L.16 DOE-L-2004 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME II - TECHNICAL APPROACH. (OCT 2015)

The Technical volume allows offerors to demonstrate their capabilities to perform the prospective contract. Offerors shall be specific and complete in addressing the information required to demonstrate their capabilities.

(1) Criterion 1 – Applicable Licenses

“Licenses” includes licenses, permits, and any other type of authorization or approval.

The Offeror shall provide copies of the applicable granted or issued license(s) with the appropriate regulatory authority for the proposed long-term elemental mercury Storage Facility. The licenses shall be current, dated, signed, and approved. The Offeror shall clearly specify where in the license document (page, section, and paragraph) that the storage of elemental mercury is authorized. This may require cross-references.

It is the Offeror’s responsibility to demonstrate it has applicable licenses or will have them prior to receipt of elemental mercury. DOE may also require that any Offeror re-verify or provide renewed copies of any licenses that were included in its original proposal submission. Submission of such documentation does not constitute a late submission, discussions, or a request for a revised proposal.

If the Offeror has a license to store elemental mercury for a fixed period (or does not currently have a license to store elemental mercury), the Offeror shall describe the plan for obtaining the licenses needed to store elemental mercury for the total contract period of performance. The Offeror shall include in the plan what measures will be used to ensure the continuous licensed storage of elemental mercury should the period of performance of this contract exceed the time limit on storing elemental mercury listed in the current or approved license.

A proposal will be unacceptable for consideration if it does not include copies of the applicable licenses or of documentation showing that applicable licenses for the continuous storage of mercury are reasonably expected to be granted or issued for the duration of the contract.

(2) Criterion 2 – Long-Term Elemental Mercury Storage Facility

The Offeror shall describe the proposed Long-Term Elemental Mercury Storage Facility, including the capacity of the facility in terms of total area and area dedicated to the storage of elemental mercury to meet the long-term elemental mercury management and storage requirements as provided in Section B and Section C. The Offeror shall describe how the proposed Storage Facility meets the requirements of Section C.4.

(End of Provision)

L.17 PROPOSAL PREPARATION INSTRUCTIONS, VOLUME III - PRICE PROPOSAL

The Offeror shall submit a completed Section B.4, Attachment J.7, IDIQ Unit Rates, and Attachment J.8, Price Proposal Worksheets under this Volume III of the proposal in accordance with the instructions in this section.

- (a) All price information shall be included in Volume III of the proposal. None of the pricing information contained in Volume III should be included in any other proposal volumes unless specifically requested in this solicitation.
- (b) All pages in the Volume III Price Proposal, including forms, tables, and exhibits shall be numbered and identified in a volume table of contents. The price proposal shall be sufficiently complete so that cross-referencing to other proposal volumes is not necessary. There is no page limitation on the price proposal.
- (c) The Offeror's proposal shall include a price for each Section B.4 Contract Line-Item Number (CLIN). The Offeror shall complete Section J, Attachment J-8, Price Proposal Worksheets. Section J, Attachment J-8 contains multiple worksheets.
- (d) Pricing associated with CLIN 0001 Lease Price(s) shall only include the price for the lease of the long-term elemental mercury storage facility, or the specific areas within the facility leased for long-term storage of elemental mercury.

Pricing associated with CLIN 0002 Management and Operation of the Storage Facility shall include the total price for all operating costs including, but not limited to, staffing, equipment, electrical power, security services, supporting facilities such as the waste and receiving inspection areas, the use of common spaces (offices, parking lots), site roads, etc.

The total price of the Attachment J.8, Price Proposal Worksheets shall equal the Section B.4 prices for the Firm-Fixed Price Leasing (CLIN 0001) and Management and Operations (CLIN 0002).

- (e) The total price of the Attachment J.8, Price Proposal Worksheets for the IDIQ CLINs shall not be entered into Section B.4, but will be included as a component of total evaluated price per Section M. Additionally, unit pricing for the IDIQ CLINs will be utilized for the pricing of the IDIQ task orders.

The Offeror's proposed unit prices for the 1-Metric Ton and 3-Liter containers shall include services related to the receipt and acceptance for long-term management and storage including, but not limited to, inspections, inventory, record-keeping, return(s) of non-conforming containers, and/or other container handling charges.

- (f) For proposal preparation purposes, the Offeror shall assume contract performance will begin November 1, 2023.
- (g) Service Contract Labor Standards. The proposed contract resulting from this solicitation will be subject to the requirements of the Service Contract Labor Standards. All service employees under the contract shall be paid at least the minimum wage for their position specified in the wage determination applicable to the location where work is to be performed (i.e. proposed facility location), or a conformed minimum wage if their job does not fall under one of the defined positions.
- (h) Responsibility Determination and Financial Capability: FAR 9.104-1(a), *General Standards*, requires that a prospective Offeror have adequate financial resources to perform the Contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this Contract. Information provided by the Offeror shall include, but not be limited to the following:

- (1) Financial statements (audited, if available), notes to the financial statements for the last two fiscal years, and any available lines of credit.
- (2) The information in subgraph (1) above for each member of the Offeror team arrangement, if a teaming arrangement is used, and any major subcontractors.
- (3) The last annual report for the parent corporation(s). In order to consider the financial or other resources of the parent corporation entity(ies) or other guarantors, each of those entities must be legally bound, jointly and severally, if more than one, to provide the necessary resources to the prospective Offeror and assume all contractual obligations of the prospective Offeror.

(End of Provision)

L.18 DOE-L-2014 DATE, TIME, AND PLACE OFFERS ARE DUE (OCT 2015)

All Offers required by this solicitation are due no later than 4:00 p.m. Eastern Daylight Time on **May 20, 2022**. Treatment of late submissions, modifications, and withdrawals are governed by the applicable provisions of the solicitation.

(End of Provision)

L.19 DOE-L-2015 OFFER ACCEPTANCE PERIOD (OCT 2015)

The offeror's bid/proposal shall be valid for 365 calendar days after the required due date for bids/proposals.

(End of Provision)

L.20 DOE-L-2016 NUMBER OF AWARDS (OCT 2015)

It is anticipated that there will be one award(s) resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if it is in the Government's best interest to do so.

(End of Provision)

L.21 DOE-L-2017 EXPENSES RELATED TO OFFEROR SUBMISSIONS (OCT 2015)

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or for acquiring or contracting for any services relating thereto.

(End of Provision)

L.22 DOE-L-2020 SMALL BUSINESS SET-ASIDE INFORMATION (UNRESTRICTED) (OCT 2014)

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

(End of Provision)

L.23 DOE-L-2022 ALTERNATE BID/PROPOSAL INFORMATION - NONE (OCT 2015)

Alternate bids/proposals are not solicited, are not desired, and will not be evaluated.

(End of Provision)

L.24 DOE-L-2026 SERVICE OF PROTEST (OCT 2015)

(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 acknowledgement of receipt from:

U.S. Department of Energy Environmental Management Consolidated Business Center (EMCBC)
Attention: Jose Ortiz, Contracting Officer
550 Main Street, Room 7-010 Cincinnati, OH 45202
Telephone: (513) 310-2361 E-mail: jose.ortiz@emcbc.doe.gov

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

(c) Another copy of a protest filed with the GAO must 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

(End of Provision)

L.25 DOE-L-2027 NOTICE OF PROTEST FILE AVAILABILITY (OCT 2015)

(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 48 CFR 33.104(a)(3)(ii), implementing section 1605 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 48 CFR 33.2014(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 shall mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

(End of Provision)

L.26 DOE-L-2028 AGENCY PROTEST REVIEW (OCT 2015)

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 at 48 CFR 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the Department. The Department encourages potential protestors to discuss their concerns with the Contracting Officer prior to filing a protest.

(End of Provision)