# 8.0 – SECTION L
# PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS AND NOTICES TO OFFERORS

## L.1 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):
**Federal Acquisition Regulations (FAR):** https://www.acquisition.gov/far.
**Department of Energy Acquisition Regulations (DEAR):**
**http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation**

**The following Provisions are incorporated by reference:**

## L.2 FAR 52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)

## L.3 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

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

## L.5 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)

**The following Provisions, Notices and Proposal Instructions are provided in full text:**

## L.6 FAR 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, Offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the Offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

## L.7 <u>FAR 52.233-2 AS MODIFIED BY 952.233-2 SERVICE OF PROTEST (SEP 2006)</u>

(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:

Mary C. Kiefer
Contracting Officer
U. S. Department of Energy
Strategic Petroleum Reserve Project Management Office
Acquisition and Sales Department
900 Commerce Road East
New Orleans, LA 70123
Phone: 504-734-4195
Fax: 502-818-5195
Email: mary.kiefer@spr.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.8 OFFER ACCEPTANCE PERIOD

The Offeror's proposal shall be valid for **120 calendar days** after the required due date for proposals.

## L.9 NUMBER OF AWARDS

It is anticipated that there will be one (1) award resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government's best interest to do so.

## L.10 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.

## L.11 EXPENSES RELATED TO OFFEROR SUBMISSIONS

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.

## L.12 PREPROPOSAL CONFERENCE

No preproposal conference for this solicitation is planned.

## L.13 SITE VISIT

Site visits are not required in order to respond to this solicitation.

## L.14 ALTERNATE PROPOSAL

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

## L.15 ELECTRONIC MEDIA

(a) In order to further the Government Policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used. The RFP and amendments, if any, will be issued via email to all OASIS-SB Pool 1 8(a) contractors. This electronic media will constitute the official distribution method for this RFP. The electronic submission constitutes the official offer and proposal.

(b) Various available reference documents and other communication from DOE/SPR regarding this solicitation will be posted in the DOE/SPR Management and Technical Support Services Competition Electronic Reading Room at http://www.spr.doe.gov/SSC_ReadingRoom.html. Copies of RFP and amendments, if any, will also be available.

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

## L.16 INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

The Government intends to award a task order resulting from this solicitation to the responsible GSA OASIS MAC IDIQ 8(a) Offeror in Pool 1 whose proposal represents the best value after evaluation in accordance with the factors and in the solicitation. The competitive award will result in a Firm Fixed-Price (FFP) Task Order with Cost Reimbursable Contract Line Items (CLINs) for Training, Travel, Subcontract, ODCs and Special Studies, with no additional fee (in accordance with FAR 52.216-1 Type of Contract). The Training, Travel, Subcontract, ODC CLIN amounts will be provided by the Government in the Pricing Schedule. *(Note: The subcontract cost included in these CLINs is for the subcontract with Serna & Company, P.C. for the independent CPA required by Section 3.3.1b. of the PWS.)*

**Instructions to Offerors – General**

(a) Offerors are required to meet all solicitation requirements, including terms and conditions and technical requirements. Offerors must submit a proposal that reflects the Offeror's clear understanding of the requirements. Offerors shall not submit a proposal that simply restates or rephrases the Performance Work Statement (PWS), Evaluation Factors, and the solicitation, but rather shall provide convincing rationale to address how the Offeror intends to meet the requirements.

Proposals are expected to conform to solicitation provisions and be prepared in accordance with this section. To aid in evaluation, the proposal must be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part must be appropriately numbered and identified with the name of the Offeror, the date, and the solicitation number.

(b) The proposal shall consist of three (3) separate Volumes:

Volume I – Offer and Other Documents
Volume II – Business Management and Technical Proposal
Volume III – Price Proposal

(c) Offerors shall assume that the Government has no prior knowledge of its capabilities and experience and will base the evaluation solely on the information presented in the Offeror's proposal. Any proposals received in response to this solicitation will be reviewed strictly as submitted and in accordance with the evaluation criteria specified in 9.0 - Section M, EVALUATION FACTORS AND BASIS FOR AWARD.

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

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

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

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

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

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

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

(g) The Government intends to evaluate proposals and award a task order without discussions with Offerors. 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. Communications conducted to resolve minor or clerical errors will not constitute discussions.

(h) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(i) Postaward Notices and Debriefing of Awardees for Orders. The procedures at 15.503 will be followed when providing notification to unsuccessful Offerors. The procedures at FAR 15.506 will be followed when providing postaward debriefing to unsuccessful Offerors.

## L.17 PROPOSAL PREPARATION INSTRUCTIONS – VOLUME I, OFFER AND OTHER DOCUMENTS

Volume I – Offer and Other Documents contains the offer to enter into a contract and other documents. All documents requiring signature by the Offeror shall be contained in 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 clause or provision, the Offeror shall submit only those pages that require input of information or a signature.

(a) Instruction - Cover Letter. The Offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation. The cover letter shall include the following:

(1) The solicitation number.

(2) The Offeror must acknowledge receipt of all amendments to the solicitation, if any.

(3) The name, address, telephone number and facsimile number, e-mail address, and the Offeror Data Universal Numbering System (DUNS) number of the Offeror.

(4) Signature Authority. The person signing the Offer must have the authority to commit the Offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.

(5) The names, titles, telephone numbers and facsimile numbers, and e-mail addresses of persons authorized to negotiate with the Government on the Offeror’s behalf in connection with this solicitation.

(6) The 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.

(7) The name, address, telephone number and facsimile number, e-mail address of the individual in the Offeror’s organization to be contacted, if necessary, during evaluation of the proposal.

(8) Subcontractors: (1) Name, address, and DUNS number for all proposed, named subcontractors that will perform any portion of the contract work.

(b) Instruction - Other Documents - Written Proposal Information (No page limitation.)

(1) The Offeror shall submit Section 2.0 of the RFP – Contract Line Items (CLINs), by filling in the Price/Cost column of the chart for the base and option periods and Section 2.1 of the RFP – Level of Effort - Direct Productive Labor Hours.

(2) Complete the Section K Representations and Certifications found in Section 7.1 of the RFP to include the following:

*(a)* Provide the Organizational Conflicts of Interest Disclosure Statement required by the provision DEAR 952.209-8 *Organizational Conflicts of Interest Disclosure-Advisory and Assistance Services.*

(b) Facility Clearance Verification. The Offeror shall submit the Department of Defense Commercial and Government Entity (CAGE) code or DOE facility clearance number for the Offeror and subcontractors who will perform work under the task order resulting from this solicitation. If the Offeror, or any of its subcontractors, does not possess such a CAGE code or DOE clearance facility number, the Offeror and/or subcontractor shall submit the information required by the provision entitled DEAR 952.204-73, Facility Clearance. Further information is available at https://foci.anl.gov.

(c) Complete Provision FAR 52.209-7 *Information Regarding Responsibility Matters*.

(d) Complete the Signature/Certification certifying that the representations and certifications submitted are accurate, current, and complete.

(3) Provide a complete Listing of Key Personnel consisting of Name and Title as required by clause DEAR 952.215-70, found in Section 7.1 of this RFP. This listing will become part of the contract as an Attachment entitled “Key Personnel.”

(4) Equal Opportunity Compliance. The Offeror shall provide all of the information required to perform a pre-award on-site equal opportunity compliance evaluation.

In accordance with FAR 52.222-24, this information shall include, but not be limited to, the company name, address, phone number, and the point of contact for Equal Employment Opportunity Commission (EEOC). This information shall be provided for subcontracts of $10 million or more over the period of the contract, including options.

(5) Exceptions and Deviations. A statement identifying any exceptions or deviations the Offeror is taking to the terms and conditions specified in the solicitation. In addition to identifying this information in Volume I, any exceptions or deviations shall be repeated in the other volumes to which the exception or deviation applies. However, exceptions and/or

deviations are not sought and the Government is under no obligation to enter into discussions. Exceptions or deviations may constitute a deficiency. The Offeror's attention is directed to Paragraph (c) in 9.0 - Section M, clause M.2 related to award without discussions and the taken of exceptions.

## L.18 PROPOSAL PREPARATION INSTRUCTIONS – BUSINESS MANAGEMENT AND TECHNICAL PROPOSAL - VOLUME II

(a) General.

(1) Since your Business Management and Technical Proposal will be evaluated to determine such matters as your understanding of work and potential for successfully completing the required work, it should be specific and complete.

(2) In order that the Business Management and Technical Proposal may be evaluated strictly on the merit of the material submitted, no contractual cost information is to be included in the Business Management and Technical Proposal. Where estimated labor/hours will provide clarity, they shall be quoted in labor/hour figures only, with no indication as to the cost of these labor/hours.

(3) Business Management and Technical Proposal Page Limitation.

(i) The Business Management and Technical Proposal shall not exceed 25 pages (excluding resumes and letters of commitment for key personnel, corporate experience reference information forms, company past performance surveys, and transition plan). Resumes for key personnel are limited to three (3) pages each. For interpretation of page guidelines, the front and back of a single sheet are counted as two pages. Except for illustrations, the proposed text shall be typed (type sized shall not exceed 12 characters per inch average over one full line of text) and printed, unreduced (45 lines per page), on size 8½-inch by 11-inch paper with minimum left and right margins of ½ inch. Pages shall be sequentially numbered with the page number on each page. The page guidelines constitute a limitation on the total amount of material that may be submitted for evaluation. No material may be incorporated in any proposal by reference, attachment, appendix, video tape or audio tape as a means to circumvent the page limitation. Video tapes, audio tapes, and floppy discs will not be reviewed.

(ii) If a Business Management and Technical Proposal is received which exceeds the page limitation, the additional pages that exceed the limitation will not be read and evaluated by DOE.

(iii) A proposal shall be eliminated from further consideration before the initial ratings if the proposal is so grossly and obviously deficient as to 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.

(b) Format and Content.

Volume II, Business Management and Technical proposal, shall include the following components:

(1) Table of Contents. A suitable table of contents shall be provided for ready reference (excluded from page limitation).

(2) List of Tables and Exhibits (excluded from page limitation).

No materials shall be incorporated by reference that are not included in the Technical proposal. Each proposal part should stand alone.

(3) Exceptions and Deviations. This component shall identify any exceptions or deviations taken, or conditional assumptions made with respect to the technical requirements of the solicitation.

(c) <u>Business Management and Technical Approach</u>.

This section shall contain the major portion of the Business Management and Technical Proposal. It should clearly present information adequate to fully evaluate each of the Business Management and Technical evaluation criteria in Section M of the solicitation. It should include the following:

(1) <u>Management Approach and Organization</u>

(i) <u>Management Approach</u>

Describe the proposed management approach for providing the contract services. Discuss how work will be planned, executed, and assessed in order to assure timely and high quality services and products. Describe any new or innovative methods or techniques to increase efficiencies which are central to the proposed management approach.

If a subcontractor(s), is proposed, specifically discuss roles, responsibilities, and lines of authorities across and between the sub and prime contractor pertaining to the Offeror's proposed organizational plan and structure, and the benefits resulting from this arrangement. If a subcontractor is proposed, describe how the organization will operate in a seamless manner, including an explanation how effective communication is carried out.

Discuss and demonstrate the Offeror's understanding of the work, ability to perform efficiently and effectively in government environments and ability to perform in a timely, customer service manner. Discuss the Offeror's approach to integrating safety, quality assurance, and security.

Discuss and demonstrate the Offeror's understanding of the work as it pertains to the Offeror's program/project management and systems capabilities and controls; financial management systems and controls; and reporting process.

(ii) Organization.

Provide an organization plan, with appropriate charts, that shows the proposed organization for this contract. This plan should describe the responsibilities and authorities of key functional units, organizational interfaces, and the potential of the proposed organization for effective and efficient contract performance. Also, discuss the authority and independence of the proposed Project Manager in his relations with the corporate office, as well as his proposed interaction with DOE.

(iii) Key Personnel.

The Offeror shall propose Key Personnel Positions and the individuals who will serve in those Key Personnel Positions it considers essential to the successful accomplishment of the work to be performed under the contract. As a minimum, the Offeror shall propose a Project Manager and a Deputy Project Manager. The Offeror shall provide its explanation for the designation of Key Personnel positions relative to the approach to the management and execution of the work proposed. The explanation for the designation of Key Personnel positions shall include a rationale for the selection of the individuals named as Key Personnel by the Offeror. The Offeror shall also discuss its approach for retention of Key Personnel.

The Offeror shall provide written resumes in the format shown in Attachment L-1 for the proposed Key Personnel. The resumes shall describe the education, technical expertise, and relevant experience of Key Personnel on work similar to that described in the PWS and should be commensurate with the proposed position. The Offeror shall describe the suitability of the proposed Key Personnel to the proposed position based on the relevant experience, leadership and qualifications described in the resume. Resumes shall describe how work experience relates to contract scope and the individual's capability to function effectively in the proposed position. Do not provide resumes of non-key personnel. Only one resume may be submitted per key person, and only one person may be proposed for each Key Personnel position. Each resume shall not exceed 3 pages in length excluding the commitment statement. Additional pages will not be evaluated. The Key Personnel identified by the Offeror will be subject to clause, DEAR 952.215-70 Key Personnel.

References: The Offeror shall provide three references for each of the proposed Key Personnel. The DOE has no obligation to contact the references submitted; however, the DOE may contact any or all references or past employers on the submitted resume. DOE reserves the right to use any information received as part of its evaluation of the key person, from any other sources available to DOE.

Letter of Commitment: The Offeror shall provide a signed Letter of Commitment in the format shown in Attachment L-2 from each proposed key person. The Letter of Commitment must reflect the individual’s unconditional agreement to accept the position for a minimum of 2 years from the date contract performance begins if the Offeror is awarded the task order. Resumes with commitment statements are to be submitted in Volume II. However, this information is excluded from the Volume II page limitations.

Failure to submit resumes and Letters of Commitment in the format shown may result in a lower rating.

(iv) Managing Human Resources.

Instructions: Provide a description and discussion of the proposed human resources management plan and structure. Provide a description of the Offeror’s proposed benefit plans, human resources policies, and compensation philosophy. (See Summary of Current Benefits in Section L, Exhibit A, Attachment 1). Discuss how and by what means the Offeror intends to attract and retain a diverse and competent workforce and the ability to make personnel available quickly through reassignment and quality recruitment. Discuss the process of handling employee concerns at the lowest possible level, and discuss labor laws that apply to human resource issues.

Discuss and demonstrate the approach for filling vacancies and supplementing personnel to respond to program/funding changes, cross-train, and cover areas during absences or vacancies, and ensure that all areas of work are accomplished without lapses in support.

(v) Describe any corporate resources from parent organizations, e.g., LLC members that will be used, how they will be used, and the benefit of such to the performance of the contract.

(2) Relevant Experience and Past Performance.

(i) Relevant Experience.

(A) Offeror Experience. The Offeror shall describe its relevant experience in performing work similar in size, scope, and complexity to that described in the PWS.

(B) Subcontractor Experience. In addition to the Offeror's relevant experience, the Offeror shall provide the relevant experience of any proposed subcontractors that are proposed to perform work under the contract. The Offeror shall describe the relevant experience, similar in size, scope, and complexity, in relation to that portion of the PWS proposed to be performed by the subcontractor.

(D) Relevant Contracts. The Offeror shall provide experience information on three (3) contracts performed by the Offeror and three (3) contracts performed by each proposed subcontractor. These contracts shall have been completed within the last five (5) years or currently ongoing. In addition, the Offeror shall provide the contract number; issuing entity; contract cost/price; contract type; contact name, address, and phone number; and duration of the contract. Contracts may be with Federal, state, and local governments and/or with commercial customers. The experience information shall identify the portion of the work (as both a percentage and the types of work activities) under each of the referenced contracts performed by the Offeror, subcontractor, or other entity. For example, if the Offeror was a partner company in an LLC or a subcontractor during the performance of the referenced contract, the Offeror shall identify that portion of the work (as both a percentage and the types of work activities) the Offeror/subcontractor/other entity performed during the referenced contract.

(E) Other Information. The Offeror shall include in its description of its experience examples where the Offeror used corporate capability to provide support and problem-solving resources.

(ii) Past Performance.

The Offeror shall submit the past performance information described below, for the same three contracts identified for relevant experience, as an attachment to Volume II Technical Proposal. However, past performance information will be excluded from the page limitations for Volume II.

The Offeror shall provide past performance information for the Offeror, both major and critical subcontractors, i.e., major subcontractors proposed to perform subcontracts of $5 million or more and critical subcontractors proposed to perform key or essential portions of the work.

For each of the contracts, the Offeror shall submit the Past Performance Reference Information Form as shown in Attachment L-3. The Offeror may attach additional pages, if necessary.

In addition, the Offeror shall forward the Past Performance Information Questionnaire as shown in Attachment L-4, for each contract or project cited above to the appropriate point of contact for that contract or project. The Offeror should use the Past Performance Information Questionnaire Cover Letter in Attachment L-5 to identify the contract or project for the reference to which the questionnaire is being sent. The point of contact for each contract or project should complete and mail, email, or fax, the questionnaire to the CO. The Contracting Officer's fax number is 504-818-5195. The Contracting Officer's email address is Mary Kiefer@spr.doe.gov. The contract or project information provided to the point of contact for completion of the questionnaire must be sufficient to enable cross-referencing of the Past Performance Reference Information Forms (Attachment L-3) and the returned questionnaires.

(3) Transition.

The Offeror shall provide a detailed and comprehensive plan for transitioning the work and the workforce. This plan should describe the Offeror's management approach to all transition activities and discuss how continuity of operations will be maintained throughout the transition period. Offerors should include the following activities among the transition activities discussed in their plan:

(i) Strategy for assuming operational control;
(ii) Strategy for handling incumbent employees;
(iii) Strategy for accepting assignment of incumbent contractor's subcontracts, and other agreements and commitments;
(iv) Strategy for the inventory and transfer of Government Property;
(v) Strategy for establishing positive labor-management relations and employee relations at the point of transition, including addressing employee benefits, and employee concerns.

The plan should include a schedule of transition activities and address interaction with the incumbent contractor and DOE personnel. It should also address key issues and milestones associated with the transition, identify potential barriers to a smooth transition and/or any potential impacts on continuity of operations, and plans for their elimination or mitigation. There is no page limitation for the Transition Plan.

## L.19 INSTRUCTIONS FOR PREPARING PRICE PROPOSALS

(a) General Instructions.

The following instructions are provided to assist in the preparation of a comprehensive fully-supported price proposal. Cost or pricing data to be submitted by the Offeror must follow the instructions prescribed in FAR 15.408, Table 15-2, "Instructions for Submitting Cost/Price Proposals When Cost or Pricing Data Are Required." The price proposal will be evaluated and must be accurate, complete, and well-documented. Contractual price information is not to be included in the Technical Proposal. Inadequate proposals may be rejected by the Contracting Officer.

(1) The attachments indicated below illustrate the required format and level of detail for the submission of initial price proposals. Notes and instructions are provided to facilitate their preparation. No other information is required or desired in connection with the initial price

proposal. The Government may solicit additional information from those Offerors whose proposals are included in the competitive range.

Attachment L-6 – Price Proposal Summary
Attachment L-7 – Direct Labor Price Summary
Attachment L-8 – Indirect Price Summary
Attachment L-9 – Other Price Summary

(2) Table of Contents: All forms, tables, or exhibits must be included and clearly identified in the table of contents.

(3) Page Identification: All pages of the price proposal, including forms, must be numbered.

Attachments:
L-1 Resume Format
L-2 Letter of Commitment
L-3 Past-Performance Reference Information Form
L-4 Past Performance Information Questionnaire
L-5 Past Performance Information Questionnaire Cover Letter
L-6 Price Proposal Summary
L-7 Direct Labor Price Summary
L-8 Indirect Price Summary
L-9 Other Price Summary

Exhibits:
Exhibit A, Attachment 1 Schedule of Benefits
Exhibit A, Attachment 2 Annual Vacation Accrual in Man Hours
Exhibit B, Current Labor Categories with FTEs and Average Salary

**ATTACHMENT L-1**
**RESUME FORMAT**

**Name of Key Person:**

**Name of Offeror:**

**Proposed Position with Offeror:**

**Name of Company with whom Key Person will be Employed:**

**Duties and Responsibilities in Proposed Position:**

**Education:** (Provide degree(s) earned, discipline(s), year(s) degree(s) attained, and institution(s); if degree is incomplete, identify the number of hours earned towards degree.

**Experience:** (Starting with current position and working backwards: Identify, name and address of employer, dates of employment, position titles, specified duties and responsibilities, and name, title and phone number of supervisor. Address specific information on the qualifications, experience, and demonstrated performance relevant to the proposed position, including individual leadership and technical expertise qualities).

**Citizenship:** (Include any dual citizenship, if applicable)

**Professional Affiliations, Registrations, Certifications and Licenses:**

**Publications, Awards, Honors and Professional Recognition:** (Please list, but do not attach copies)

**Professional Development:** (Attach a list of all special/job related training. This is excluded from the page limitation specified in Section L)

**Three References:** (Name, title, company/organization, address, phone number and e-mail address)

**Letter of Commitment:** (A signed letter of commitment should be attached to each resume - use the letter of commitment format specified in Attachment L-2)

**ATTACHMENT L-2**
**LETTER OF COMMITMENT**

I, ______________________(proposed person's name) a proposed Key Person for ____________________________ (name of Offeror) hereby certify that the all of the information contained in my resume which was submitted as part of the proposal in response to Request for Proposals (RFP) DE-SOL-0009722 is true and correct. Furthermore, if__________________ (name of Offeror) is awarded the task order associated with the aforementioned RFP, I hereby agree to accept employment for the proposed position of________________ (insert title of proposed position) and commit to perform in this position for two (2) years.

________________________
SIGNATURE OF KEY PERSON

# ATTACHMENT L-3
# PAST-PERFORMANCE REFERENCE INFORMATION FORM

| | |
|---|---|
| **1. Complete name of Government agency, commercial firm, or other organization** | |
| **2. Complete address** | |
| **3. Contract number or other reference and type** | **4. Date of contract** |
| **5. Date work commenced** | **6. Date work was completed or scheduled to be completed** |
| **7. Contract Type and Contract Value** | **8. Final amount invoiced or amount invoiced to date** |
| **9a. Technical point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)** | **9b. Contracting point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)** |
| **9c. Environmental Regulator point of contact (name, title, company/agency, address, telephone number, fax number, and e-mail address)** | **10. Consultants and partners/subcontractors used (names, addresses, and phone numbers)** |
| **11. Project/Contract Title** | |
| **12. Description of contract work (Describe nature and scope)** | |
| **13. Current Status of Contract (choose one)**<br>**[ ] Work Continuing, On Schedule**<br>**[ ] Work Continuing, Behind Schedule**<br>**[ ] Work Completed, No further Action Pending or Underway**<br>**[ ] Work Completed, Routine Administrative Action Pending or Underway**<br>**[ ] Work Completed, Litigation Pending or Underway**<br>**[ ] Terminated for Convenience**<br>**[ ] Terminated for Default**<br>**[ ] Other (explain):**<br><br>Attach additional sheet if necessary (one additional sheet maximum) | |

Instructions for Completing the Reference Information Form

Item 1. Insert the complete name and address of the customer, including parent organization, if any. Do not use acronyms.

Item 2. Insert the customer's complete address, including both post office box and street address, if applicable.

Item 3. Insert any contract number or other contract reference used by the customer and contract type.

Item 4. Insert the date on which the contract came into existence.

Item 5. Insert the date on which you started to perform the work.

Item 6. Insert the date on which the customer agreed that the work was satisfactorily completed (including substantial completion), aside from any pending or on-going administrative actions, claims negotiations, or litigation.

Item 7. Insert the contract type and contract value (separately listing fee if cost-type).

Item 8. Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment.

Item 9a. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of the program or project manager, quality assurance representative, or other customer technical representative who is most familiar with the quality of your work under the contract.

Item 9b. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.

Item 9c. Insert the name, title, company/agency, address, telephone number, facsimile number, and e-mail address (if available) of (a) lead environmental regulator(s) or a State regulatory office director under whose authority environmental regulations would be enforced.

Item 10. Insert names and phone numbers of consultants and partners/subcontractors used.

Item 11. Insert the title of the project and/or contract.

Item 12. Describe the nature and scope of the work. Describe the relevance of the work to the current acquisition and discuss performance. The objective is to show how the work that you did or are doing is similar in nature and scope to the work that is to be performed under the contract contemplated by the request for proposals. Describe any unusual circumstances of performance or problems that may be relevant to the work that is to be performed. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance.

Item 13 Check the box which most accurately describes the current contract status.

## ATTACHMENT L-4
## PAST PERFORMANCE INFORMATION QUESTIONNAIRE

| |
|---|
| **Past Performance Information Questionnaire for:_[Insert Name of Offeror]___________** |
| **Respondent: Please fill in the following table**: |
| |
| 1. Complete Name and Title of Responder |
| |
| |
| 2. Company or Agency Name, Address, Telephone Number, Facsimile Number (w/Area Code), and E-mail Address |
| |
| |
| 3. Contract Name or Title, Contract Number and Type of Contract |
| |
| 4. Signature |
| |

| | |
|---|---|
| **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** | Performance 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 respond to this question. |

| |
|---|
| |
| For any rating(s) less than 2, please attach an explanatory narrative. We greatly appreciate your time and assistance in completing this questionnaire. |
| |
| [Page 1 of 3] |

| **Past Performance Information Questionnaire for: _[Insert Name of Offeror]______** |
|---|
| |

| | |
|---|---|
| 1. How would you rate the contractor's performance in the following areas: | |
| Meeting contract milestones? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| Submitting deliverables timely? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| Adherence to contract schedules? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 2. How would you rate the contractor's ability to perform within the contract ceiling or estimated cost? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 3. Did the contractor utilize cost efficiencies in performance of your contract? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 4. How would you rate the contractor's cost performance? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 5. Did the contractor submit accurate and timely invoices? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 6. If proposals were generated for changes, requests for equitable adjustment, or claims, how would you rate the reasonableness of the pricing? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 7 How would you rate the contractor's key personnel performance? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 8 How would you rate the contractor's ability to recruit and retain strong, well-qualified key personnel? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 9. Did the contractor utilize an effective project management system that included planning, budgeting, status tracking, reporting, baseline management, critical path analysis, and work breakdown structure? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 10. Has there been a positive or negative trend in contract performance ("0" would be a very negative trend, "4" would be a very positive trend) | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 11. How would you rate the contractor's ability to create teaming/partnering relationships to achieve project goals? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 12. How would you rate the contractor's ability to integrate activities with other contractors on multiple contractor sites? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 13. Was the Statement of Work executed effectively by the contractor in a consistently high quality manner? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 14. How would you rate the contractor's responsiveness to technical direction? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 15. Was the contractor's Environment Safety & Health (ES&H) program in compliance with contract requirements and protective of workers, public, and the environment? | **[4] [3] [2] [1] [0] [NA] [DK]** |

| **Past Performance Information Questionnaire for: _[Insert Name of Offeror]______** |
|---|
| |

| | |
|---|---|
| 16. Was the contractor effective in subcontract management and did it meet subcontracting goals? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 17. Did the contractor provide an effective and efficient transition from the previous contractor? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 18. Did the contractor effectively manage regulatory compliance programs and regulatory interfaces? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 19. Did the contractor's corporate office effectively support your contract? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 20. Did the contractor develop and implement an effective quality assurance program? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 21. Did the contractor effectively implement human resources requirements and manage labor relations? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 22. Did the contractor manage effectively including cooperation with the technical representatives, the Contracting Officer, and other stakeholders showing flexibility and responsiveness? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 23. Was the contractor effective in working with organized labor, community groups, media, and other stakeholders? | **[4] [3] [2] [1] [0] [NA] [DK]** |
| 24. Provide an overall assessment of the contractor's performance. | **[4] [3] [2] [1] [0]** |
| 25. Would you hire this Company again? | **[ ] Yes [ ] No** |

| Please Provide Any Additional Comments Below |
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**ATTACHMENT L-5**
**PAST PERFORMANCE INFORMATION QUESTIONNAIRE**
**COVER LETTER**

Date

Dear:_______________

The Department of Energy is seeking your assistance on a very important procurement. __*[insert name of Offeror]*___________________________is participating in a proposal for a DOE Task Order. _*[insert name of Offeror]*____________has identified you as someone who is familiar with their past performance on similar work. We are asking you to complete the attached Past Performance Information Questionnaire to help DOE evaluate __*[insert name of Offeror]*_________________'s past performance.

We greatly appreciate your time and assistance in completing this questionnaire. In accordance with Part 15.506 of the Federal Acquisition Regulation, the names of individuals providing reference information about past performance will not be disclosed.

Please return the completed questionnaire by mail or email by June 23, 2016, to:

US Department of Energy
Strategic Petroleum Reserve
Project Management Office
900 Commerce Road, East
New Orleans, LA 70123
Attn: Anne Quern

E-mail: anne.quern@spr.doe.gov

# ATTACHMENT L-6
# PRICE PROPOSAL SUMMARY

## REQUEST FOR PROPOSAL NO. DE-SOL-0009722

| COST ELEMENT | TRANSITION COST | 1ST YEAR BASE CONTRACT | 2ND YEAR BASE CONTRACT | OPTION YEAR NO. 1 | OPTION YEAR NO. 2 | OPTION YEAR NO. 3 | PHASE-OUT | TOTAL CONTRACT |
|---|---|---|---|---|---|---|---|---|
| Direct Labor | | | | | | | | |
| Indirect Costs | | | | | | | | |
| Travel | | $50,000 | $52,000 | $54,000 | $56,000 | $58,000 | | $270,000 |
| Training | | $25,000 | $25,500 | $26,000 | $26,500 | $27,000 | | $130,000 |
| Relocation | | | | | | | | |
| Audit Services Subcontract | XXXXX | $160,000 | $165,000 | $170,000 | $175,000 | $180,000 | XXXXX | $850,000 |
| Other Direct Costs | | $10,000 | $10,000 | $10,000 | $10,000 | $10,000 | | $50,000 |
| Profit | XXXXX | | | | | | XXXXX | |
| Contract Access Fee (CAF) | | | | | | | | |
| Total | | | | | | | | |

## NOTES AND INSTRUCTIONS

1. Supporting details shall be provided in a separate attachment for all transition activities in Offeror’s own format.

2. Amounts for the cost elements of direct labor, indirect costs, and other should be extracted from the corresponding attachments provided herein.

3. For the base contract and option periods, the travel and training amounts shown above should be assumed. Any travel amounts for the transition and phase-out periods should be determined by the Offeror.

**ATTACHMENT L-6**
**PRICE PROPOSAL SUMMARY**

**REQUEST FOR PROPOSAL NO. DE-SOL-0009722**

**NOTES AND INSTRUCTIONS (continued)**

4. If the Offeror anticipates the need to relocate personnel, enter the appropriate estimates above and provide supporting details in a separate attachment. Any relocation costs associated with the mobilization and demobilization of key personnel should be entered under the transition and phase-out periods, respectively.

5. For the base contract and option periods, the audit services subcontract amounts shown above should be assumed. The current subcontract for audit services is with Serna & Company. The subcontract expires on October 31, 2016.

6. No profit will be paid for transition and phase-out.

7. Other Direct Costs includes postage machine and FedEx/UPS services.

8. Contractor proposed profit.

9. The CAF percentage for this Task Order is 0.75%. The CAF percentage applies to all prices/costs above.

**ATTACHMENT L-7**
**DIRECT LABOR PRICE SUMMARY**

**REQUEST FOR PROPOSAL NO. DE-SOL-0009722**

**(Contract Year ____________)**

| LABOR CATEGORY | FTE | AVERAGE SALARY | TOTAL |
|---|---|---|---|
| Business Management | | $ | $ |
| Financial Management | | $ | $ |
| Technical Management | | $ | $ |
| Administrative Management | | $ | $ |
| Key Personnel | | $ | $ |
| Total | 25 | | $ |

## NOTES AND INSTRUCTIONS

1. This form shall be completed for each contract year.

2. Key personnel FTEs shall be determined by the Offeror.

   (As a minimum the Offeror shall propose a Project Manager and Deputy Project Manager.)

3. Section L, Exhibit B – *Current Labor Category with FTEs and Average Salary* is provided for your information.

**ATTACHMENT L-8**
**INDIRECT PRICE SUMMARY**

**REQUEST FOR PROPOSAL NO. DE-SOL-0009722**

| COST ELEMENT/BASE | 1ST YEAR BASE CONTRACT | | 2ND YEAR BASE CONTRACT | | OPTION YEAR NO. 1 | | OPTION YEAR NO. 2 | | OPTION YEAR NO. 3 | | PHASE-OUT | | TOTAL |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | RATE | $ | RATE | $ | RATE | $ | RATE | $ | RATE | $ | RATE | $ | $ |
| | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | |
| TOTAL | XXXX | | XXXX | | XXXX | | XXXX | | XXXX | | XXXX | | |

## NOTES AND INSTRUCTIONS

1. Under "COST ELEMENT/BASE," enter the indirect cost category and the corresponding allocation base (e.g., General and Administrative Expense (G&A)/Total Cost Input or Overhead/Direct Labor).

2. In a separate attachment, provide actual rates experienced in the preceding 3 fiscal years and current provisional rates for each indirect cost category. Indicate whether these rates have been audit-verified by the Government. Explain any significant variances between these rates and those proposed above.

# ATTACHMENT L-9
# OTHER PRICE SUMMARY

## REQUEST FOR PROPOSAL NO. DE-SOL-0009722

| ITEM DESCRIPTION | 1ST YEAR BASE CONTRACT | 2ND YEAR BASE CONTRACT | OPTION YEAR NO. 1 | OPTION YEAR NO. 2 | OPTION YEAR NO. 3 | PHASE-OUT | TOTAL CONTRACT |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
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**NOTES AND INSTRUCTIONS**

Identify in this attachment any costs which the Offeror deems necessary and appropriate for contract performance and which have not been included in the other attachments.

# Section L - Exhibit A

## Attachment 1

## Schedule of Benefits

| BENEFIT | DESCRIPTION |
|---|---|
| **Vacation** | • Vested Benefit - Vacation accrual is based on the employee's length of service with the Company (or project when required). The schedule of vacation eligibility and accrual rate for employees not covered by the Service Contract Act (SCA) is as follows:<br><br>• Accrual Schedule<br>- 1-5 years service: 6.7 hours per month (not to exceed 10 work days)<br>- 6-15 years service: 10 hours per month (not to exceed 15 work days)<br>- 16 years + service: 13.34 hours per month (not to exceed 20 work days)<br><br>• Employees covered by the Service Contract Act (SCA) will, at a minimum, be provided vacation in accordance with the prevailing Wage Determination schedule in effect for those employees. |
| **Sick Leave/Personal** | • Up to 40 hours paid sick leave per fiscal year. |
| **Holidays** | • 10 paid holidays per year. |
| **Other Paid Leave** | • Paid time off for Bereavement, Jury Duty, Approved Administrative Leave. |
| **Other Leave Without Pay** | • Time off for Personal Leave, Educational Leave, Voting, Family/Medical Leave, Voluntary Blood Donations, Engineer-in-Training and Professional Registration Examinations, and Naturalization Proceedings, as approved. |

## Section L - Exhibit A

## Attachment 1

## Schedule of Benefits (continued)

| BENEFIT | DESCRIPTION |
|---|---|
| **Medical and Prescription Drug Plans (Plan Type)** | • Open Access Plus, contributory for employees, spouse, and dependents. |
| Medical | |
| Calendar Year Deductible | • Individual<br>- IN Network: $500.<br>- OUT Network: $1,500.<br>• Family<br>- IN Network: $1,500.<br>- OUT Network: $3,000. |
| Calendar Year Out-of-Pocket Maximum | • Individual<br>- IN Network: $2,500.<br>- OUT Network: $7,500.<br>• Family<br>- IN Network: $5,000.<br>- OUT Network: $15,000. |
| Coinsurance | • 80% IN Network/50% OUT Network. |
| Preventative Care | • 100% deductible waived IN Network/50% after deductible OUT Network. |
| Physician Office Visits | • Primary Care Physician<br>- $30 copay IN Network.<br>- 50% after deductible OUT Network.<br>• Specialist<br>- $55 copay IN Network.<br>- 50% after deductible OUT Network. |
| Emergency Room Care | • $250 copay IN and OUT Network (copay waived if admitted). |
| Urgent Care | • $50 copay, then 100% not subject to deductible IN Network/50% after deductible OUT Network. |

## Section L - Exhibit A

## Attachment 1

## Schedule of Benefits (continued)

| BENEFIT | DESCRIPTION |
|---|---|
| Prescription Drugs *(30-day retail supply)* | • IN Network<br>- Level 1 = $10 copay.<br>- Level 2 = $30 copay.<br>- Level 3 = $50 copay.<br>• OUT Network<br>- 70% of actual charges, after applicable copay. |
| Prescription Drugs *(90-day mail-order supply)* | • IN Network<br>- Level 1 = $15 copay.<br>- Level 2 = $75 copay.<br>- Level 3 = $150 copay.<br>• OUT Network<br>- Member must pay 100% to pharmacy then file claim with Humana for reimbursement. |
| Lifetime Maximum | • Unlimited. |
| **Indemnity Dental Plan** | • Contributory for Employee, Spouse and Dependents.<br>• Deductible:  $50/$150 (Single/Family per calendar year)<br>• Preventative Care:  100% (Deductible Waived)<br>• Basic Care:  80%<br>• Major Care:  50%<br>• Maximum Per Calendar Year:  $1,500 |

**Section L - Exhibit A**

**Attachment 1**

## Schedule of Benefits (continued)

| BENEFIT | DESCRIPTION |
|---|---|
| **Vision Plan** | • Contributory for employees, spouse, and dependent. |

• Once Every 12 months:

| | IN Network | OUT Network Allowance |
|---|---|---|
| - Eye Exam | 100% after $10 copay | $40 |
| - Single Lenses | 100% after $25 copay | $40 |
| - Bifocal Lenses | 100% after $25 copay | $60 |
| - Trifocal Lenses | 100% after $25 copay | $80 |
| - Lenticular Lenses | 100% after $25 copay *(additional copays possible)* | $100 |
| - Contact Lenses *(in lieu of glasses)* -Elective | $130 allowance | $105 |
| - Contact Lenses *(in lieu of glasses)* -Medically Necessary | 100% | $225 |

• Once Every 24 months:

| | | |
|---|---|---|
| - Frames | $50 wholesale frame allowance *(approx. retail value $150)* | $50 retail |

**Employee Cost Per Month for Medical/Drug/ Dental/Vision**

• Cost per month:

| | Medical/RX | Dental | Vision |
|---|---|---|---|
| Employee | $ 94.00 | $ 8.00 | $ 2.00 |
| Employee & Spouse | $252.00 | $ 18.00 | $ 4.00 |
| Employee & Child | $220.00 | $ 16.00 | $ 4.00 |
| Family | $358.00 | $ 22.00 | $ 6.00 |

**Life Insurance**

- Non Contributory.
- $60,000 Employee.
- $1,000 Spouse.
- $500 Child 14 days to 21 years (24 if full-time student).

**Accidental Death and Dismemberment**

- Non Contributory.
- $60,000 Employee Only:
- Age Reductions:
  - At age 65, reduce by 35%.
  - At age 70, reduce an additional 25%.
  - At age 75, reduce an additional 15%.
  - Terminate at retirement.

**Section L - Exhibit A**

**Attachment 1**

**Schedule of Benefits (continued)**

| BENEFIT | DESCRIPTION |
| --- | --- |
| **Long Term Disability** | • Non Contributory.<br>• 60% of monthly earnings to age 65.<br>• 90-day benefit waiting (elimination) period, zero day residual.<br>• \$100 minimum monthly LTD benefit.<br>• \$6,000 maximum monthly LTD benefit. |
| **Short Term Disability** | • Non Contributory.<br>• Benefit: 70% of weekly salary.<br>• Maximum: \$1000 per week,<br>• Benefit Waiting (Elimination) Period:<br>- 0 days for disability caused by accidental injury.<br>- 7 days for disability caused by illness.<br>• Maximum Benefit Period: 13 Weeks. |
| **401(k) Employee Deferred Compensation Retirement Plan** | • Up to 50% Company Match annually to \$6,000.<br>• Employee may contribute from 1% up to 100% of total salary on a before-tax basis up to the IRS limitation.<br>• Employee contributions and earnings are 100% vested. The employer contributions and earnings are also vested at 100% immediately.<br>• Loan provision: The minimum loan amount is \$1,000. The Maximum is 50% of your vested account balance or \$50,000, whichever is less. |
| **Educational Assistance** | • Reimbursement for state and private institution, as budget allows. |
| **Employee Membership and Dues** | • Up to \$125.00 per year reimbursed for membership dues in recognized company approved professional societies. |
| **Bonus Program** | • All employees are eligible to participate in the Company Bonus Program.<br>• Since bonuses are based on several factors, the bonuses are not guaranteed. |

**Section L - Exhibit A**

**Attachment 1**

**Schedule of Benefits (continued)**

| BENEFIT | DESCRIPTION |
|---|---|
| **Spot Award Program** | • Recognition of Outstanding Accomplishment with substantial value added benefit to client. Employee may receive certificate or monetary award. |
| **Benefits May Be Purchased Through Payroll Deduction** | • Employee pays all cost.<br>• Supplemental health insurance benefits are paid directly to the employee to be used as needed by the employee. Employees may individually choose which of these programs are most appropriate for themselves and their families. |
| **Voluntary Supplemental Life Insurance** | • Available for the employee and their eligible dependents. The employee pays all costs associated with the coverage(s).<br>• Employee Coverage:<br>- Benefit Amount: Up to 5X basic annual salary in $10,000 increments to a maximum of $300,000<br>- Minimum Benefit Amount: $10,000<br>• Employee must be an active, regular full-time employee, working at least 30 hours per week.<br>• Spouse Coverage:<br>- Benefit Amount: Up to 2.5X employee's basic annual salary in $5,000 increments not to exceed 50% of the employee's elected amount to a maximum of $250,000<br>- Minimum Benefit Amount: $5,000<br>• Child Coverage:<br>- Live birth to 6 months: $1,000 Benefit<br>- 6 months to 21 years (26 if full-time student): $5,000 or $10,000 Benefit |
| **Flexible Spending Account (FSA)** | • Automatic and immediate reimbursements.<br>• Most specific dollar charges must be submitted by participant.<br>• Employee responsible for documentation requested for qualified medical expenses paid for with TASC Card.<br>• Additional card for dependents may be purchased at no charge. |
| Dependent Care FSA | • $5,000 maximum if married and filing jointly.<br>• $2,500 maximum if filing separate tax returns. |

**Section L - Exhibit A**

**Attachment 2**

## Annual Vacation Accrual in Man-Hours

| LABOR CATEGORY | FTE | HOURS |
|---|---|---|
| Business Management | 5.0 FTEs | 720 Hours |
| Financial Management and Planning | 7.5 FTEs | 1,200 Hours |
| Technical Management | 5.5 FTEs | 840 Hours |
| Administrative Management | 7.0 FTEs | 960 Hours |
| Total | 25 FTEs | 3,720 Hours |

(Note: Excludes Key Personnel)

## Section L - Exhibit B

### Current Labor Category with FTEs and Average Salary

| LABOR CATEGORY | FTE | AVERAGE SALARY |
|---|---|---|
| Business Management | 5.0 FTEs | $83,267 |
| Financial Management and Planning | 7.5 FTEs | $89,724 |
| Technical Management | 5.5 FTEs | $94,680 |
| Administrative Management | *7.0 FTEs | $45,344 |
| Total | 25 FTEs | |

(Note: Excludes Key Personnel)

(*Includes an Administrative Assistant position that is no longer required. The position may be utilized in another category; i.e., Financial Management and Planning.)