

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION L - Attachment A

PERFORMANCE GUARANTEE AGREEMENT

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

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

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

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

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

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

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

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

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

_____.

NAME OF CORPORATION

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

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

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION L - ATTACHMENT B

SMALL BUSINESS SUBCONTRACTING PLAN MODEL

Sample Subcontracting Plan

**United States Department of Energy
Savannah River Operations Office
Liquid Waste Program**

Small Business Subcontracting Plan

Small Business Subcontracting Plan

Contractor Name: _____

Contractor Address: _____

City/State/Zip: _____

Company Phone: _____

Fax: _____

Point of Contact: _____

POC Phone _____

POC E-mail: _____

Contract Number: _____

Item/Service: _____

Total Amount of Contract (Including Options): _____

Period of Contract Performance (MO., Day & Year): _____

1. Type of Plan (check one)

 Individual Contract Plan-Individual contract Plan, as Used in this subpart, means a subcontract plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purpose may be allocated on a prorated basis to the contract.

 Master Plan-Master Plan, as used in this subpart, means a subcontracting plan that contains all of the required elements of the individual plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

 Commercial Products Plan-Commercial Plan, as used in subpart, means a subcontracting plan that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division plant, or product line). The contractor must provide a copy of the approved plan. NOTE: A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial/items.

2. Goals

State separate dollar and percentage subcontracting goals for small business concerns, small disadvantaged business concerns, women-owned business concerns, veteran-owned small businesses, service-disabled veteran-owned small businesses, historically black colleges and universities or minority institutions and HUBZone small business concerns as subcontractors, for the basic contract and each option year, as specified in FAR 19.704. Include a description of the principal types of supplies and services to be subcontracted to each of the Target small business groups listed above. Include the North American Industrial Classification System (NAICS) codes for each supply and service. Supplemental (continuation) pages may be added to this Plan, if needed.

A. Total to be Subcontracted

Total dollars planned to be subcontracted (excluding ONLY purchases from foreign sources and company affiliates): \$_____.

B. Goals

Total dollars and percent of subcontracting planned to be subcontracted with small businesses (including small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, historically black colleges and universities or minority institutions, and HUBZone small businesses): (% of "A")

\$_____ and _____%

(1) Total dollar value and percent of subcontracting planned with small disadvantaged businesses: (% of "A"):

\$_____ and _____%

(2) Total dollar value and percent of subcontracting planned with women-owned small businesses: (% of "A"):

\$_____ and _____%

(3) Total dollar value and percent of subcontracting planned with veteran-owned small businesses: (% of "A"):

\$_____ and _____%

(4) Total estimated dollar value and percent of planned subcontracting to service-disabled veteran-owned small businesses: (% of "A"):

\$_____ and _____%

(5) Total estimated dollar value and percent of subcontracting planned with HUBZone small businesses (% of "A"):

\$_____ and _____%

(6) Total estimated dollar value and percent of subcontracting planned with historically black colleges and universities or minority institutions (% of "A"):

\$_____ and _____%

Express the above dollars and percentages in the table below:

Small Business Category	Percent of Subcontracting Dollars (%)	Dollar Amount
Small Businesses		
Small Disadvantaged Businesses		
Women-owned Businesses		
Service-Disabled Veteran-owned Small Businesses HUBZone Businesses		
Other Than Small Businesses		

3. Method for Development of Goals

Provide a description of the method used to identify potential sources and develop the subcontracting goals for small businesses, small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, historically black colleges and universities or minority institutions, and HUBZone small businesses, i.e., explain the method used and state the quantitative basis, in dollars, used to establish the percentage goals. Also, state how the areas to be subcontracted to each target small business group was determined, and how the capabilities of these small businesses were determined. Include any source lists used in the determination process.

4. Indirect Costs

Indirect costs have been_____ have not been_____ included in the Dollar and percentage subcontracting goals stated above. (check one)

If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontract to small businesses, small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, historically black colleges and universities or minority institutions, and HUBZone small businesses.

5. Program Administrator

Name: _____

Title: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Duties:

The program administrator has general overall responsibility for the contractor's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to the following activities:

- A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small business concerns, small disadvantaged business concerns, women-owned small business concerns, veteran-owned small businesses, service-disabled veteran-owned small businesses, historically black colleges and universities or minority institutions, and HUBZone small business concerns.
- B. Assuring the integrity of supplier information in the Central Contractor Registration (CCR) through a series of controls that include a review of Certifications and Representations of new suppliers. Ensure that supplier NAICS codes and socioeconomic classifications are included in supplier descriptions.
- C. Periodically monitoring the procurement staff and routinely provides new small business and socioeconomic business sources. Although the Program Administrator is not required to monitor credit card purchases because they are below the micro-purchase threshold of \$2,500, develop a small business supplier list for all credit card holders and periodically add new sources to the list.
- D. Randomly reviewing procurements to ensure they permit the maximum possible participation of small businesses, small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, historically black colleges and universities or minority institutions, and HUBZone small businesses.
- E. Randomly reviewing solicitations to remove statements clauses, etc., that restrict or prohibit maximum participation by small business concerns.
- F. Randomly reviewing evaluation documentation when proposals/bids from small businesses are not selected for award.

- G. Utilizing various sources for identifying small businesses.
- H. Overseeing the establishment and maintenance of contract and subcontract award records.
- I. Monitoring the compliance of subcontractors responsible for subcontracting plan requirements under “flow down” provisions.
- J. Preparing, inputting, and submitting timely subcontracting reporting through the electronic Subcontracting Reporting System (eSRS).
- K. Attending or arranging for the attendance of company counselors at small business workshops, seminars, procurement fairs, trade fairs, and conferences.
- L. Ensuring that small business concerns are made aware of subcontracting opportunities, and ensure that these concerns are provided training through workshops on how to prepare responsive bids.
- M. Conducting or arranging for training of purchasing personnel regarding implementation of the small business subcontracting program.
- N. Ensuring that small businesses are made aware of the Credit Card Program and how to participate in it.
- O. Conducting or arranging training for credit card holders in order to provide subcontracting opportunities to small businesses through credit card purchases.
- P. Coordinating the facility’s activities during the conduct of compliance reviews by Federal agencies.
- Q. Initiate actions for the contractor/facility to participate in DOE’s Mentor-Protégé Program.

6. Equitable Opportunity

The contractor agrees to ensure that small businesses, small disadvantaged businesses, women-owned small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, historically black colleges and universities or minority institutions, and HUBZone small businesses will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

- A. Outreach efforts to obtain sources:

- (1) Contacting small, small disadvantaged, women-owned, veteran-owned small businesses, service-disabled veteran-owned small businesses, historically black colleges and universities or minority institutions, and HUBZone associations. Buyers are encouraged to use directories and databases of federal, state, local, and private organizations to reach small businesses.
- (2) Contacting federal, state, local, and private small business development organizations.
- (3) Attending and participating in procurement conferences, trade fairs, etc.
- (4) Obtaining sources from the CCR.
- (5) Utilizing the Internet to attract new sources.

B. Internal efforts to guide and encourage purchasing personnel

- (1) Presenting workshops, seminars, conferences, and training programs, including training to use the CCR.
- (2) Establishing, maintaining, and using small business source lists, guides, and other data for soliciting sources for subcontracts.
- (3) Monitoring activities to evaluate compliance with the subcontracting plan.
- (4) Maintain a list of trip reports and other documentation on the outreach activity attended, including new sources along with recommendations to buyers to include these sources in the next appropriate solicitation. Follow-up with buyers regarding the use of the new sources.

C. Outreach Events

- (1) Develop an annual list of outreach events and activities to attend and participate in.
- (2) Obtain a list of outreach activities to attend from the DOE Small Business Program Manager.
- (3) Tally the list of events attended by the end of the fiscal year.

D. Additional efforts to be undertaken:

- (1) Education courses for buyers, etc.
- (2) Develop a small business web page.
- (3) Acquisition planning to include small business subcontracting opportunities
- (4) Partnering/teaming arrangements with small business subcontractors.
- (5) Develop an internal Small Business Policy, including a policy statement from the CEO, President, or Manager.

E. Utilization of External Small Business Advocates to Conduct the Small Business Subcontracting Program

- (1) Work with the SBA Procurement Center Representative.
- (2) Work with Small Business Develop Centers and Minority Business Development Centers
- (3) Work with Minority Supplier Development Councils.
- (4) Work with other small business organizations.

7. Flow-Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, Utilization of Small Business Concerns,” in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9 “Small Business Subcontracting Plan.” (FAR 19.704 (a)).

Such plans will be reviewed by comparing them with the provisions of FAR 52.219-9, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small, small disadvantaged, women-owned, HUBZone, veteran-owned small businesses, service-disabled veteran-owned small businesses, historically black colleges and universities or minority institutions, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors’ facilities to review applicable records and subcontracting program progress.

8. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required by the contracting agency or the SBA; (2) submission of periodic reports such as utilization reports, which show compliance with the subcontracting plan; (3) submission (timely) of small business subcontracting achievement data, formerly reported on the Standard Form (SF) 294 and/or 295, to the eSRS; and (4) ensuring that large business subcontractors with subcontracting plans agree to input to the eSRS.

9. Recordkeeping

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

- A. A list of the sources, guides and other data used to identify suppliers and Vendors.
- B. Organizations contacted in an attempt to locate all categories of small business sources.
- C. Records to support other outreach efforts, e.g., contacts with small business trade associations, and attendance at conference, trade fairs, etc.
- D. Records to support internal guidance and encouragement, provided to buyers through: (1) workshops, seminars, training programs, incentive and other awards; and (2) monitoring of activities to evaluate compliance.
- E. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. This information shall include records of (1) whether small businesses were solicited and, if not, why and (2) if small businesses were solicited and award was not made to a small business, document why an award was not made to a small business. (This item is not required for company or division-wide commercial product plans.)
- F. The Program Administrator will maintain a list of eligible small business concerns recommended to buyers from CCR or other sources.
- G. All new vendors regardless of their classification will require "Representations and Certifications (Reps and Certs)." These reps and certs will be maintained in the files.

10. Mentor Protégé Program

The contractor shall provide the details of its plan to establish Mentor-Protégé agreement(s) in accordance with Section H.30 of the Request for Proposal.

This subcontracting plan was submitted by:

Signature: _____

Typed Name: _____

Title: _____

Office/Division: _____

Date Prepared: _____

Telephone: _____

Fax: _____

E-mail: _____

Approval:

Signature: _____

Typed Name: _____

Title: _____

Office and Routing Symbol: _____

Date Prepared: _____

Telephone: _____

Fax: _____

E-mail: _____

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION L – ATTACHMENT C

INTENT TO PROPOSE

SOLICIATION NUMBER: DE-RP09-07SR22505

We do intend to submit a proposal or bid.

We do not intend to submit a proposal or bid for the following reasons:

Typed or printed Name: _____

Title: _____

Date: _____

Name and address of firm or organization (including Zip Code):

NOTE: Unless otherwise stated in the solicitation, no other solicitation material should be returned if you do not intend to submit a proposal/bid.

Mail or Fax To:

Ms. Irma Brown
Contracting Officer
U. S. Department of Energy
Savannah River Operations Office
TBD
Aiken, SC 29802

Facsimile: (803) 725-1206

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION L – ATTACHMENT D

PART 1

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

1. Complete Name of Customer

2. Current Customer Address and Telephone Number

3. Contract Number and Type of Contract
4. Date of Contract Award

5. Date Work Commenced
6. Date Work Ended

7. Initial Contract Price/Cost and Fee
8. Final Amount Invoiced/Amount Invoiced to Date

- 9a. Technical Point of Contact (include address and telephone number)
- 9b. Contracting Point of Contact (include address and telephone number)

10. Activity Title

11. Description of Activity

12. Description of Problems and Conflicts Encountered

13. Regulatory Performance

14. Current Status of Contract (choose one)

Work Continuing, On Schedule

Work Continuing, Behind Schedule

Work Completed, Litigation Pending or Underway

Work Completed, No further Action Pending or Underway

Work Completed, Routine Administrative Action Pending or Underway

Terminated for Convenience

Terminated for Default

Other (explain):

15. Safety Performance Per Year (2001, 2002, 2003, 2004, 2005, and 2006 if available)

a. Workplace Fatalities (number per year)

b. Total Recordable Case (TRC) Rate (number of cases per 200,000 hours worked)

c. Days Away, Restricted, or Transferred (DART) Days Rate (number of days per 200,000 hours worked)

- d. DART Case Rate (number of cases per 200,000 hours worked)

- e. Fire Loss Statistics (\$dollars/year)

- f. Average annual worker radiation effective dose equivalent

- g. Identify all regulatory agencies, with specific points of contact/phone numbers, responsible for oversight waste management permits, environmental activities, nuclear safety, worker safety, and radiological control activities.

- h. Identify any notices of violations, enforcement actions or letters, compliance orders, consent decrees or agreements, or deficiencies, including any fines and penalties (civil and/or criminal).

- i. Indicate the current status, including the actual or proposed resolution, of any regulatory compliance actions.

If more space is needed for item 15, attach additional pages.

PART IV- REPRESENTATIONS AND INSTRUCTIONS

Section L – Attachment D

Part 2

Small Business Subcontracting Past Performance Information Form For (Name of Company/Offeror)

Note: To be completed by large businesses only.

Contracts identified in Relevant Experience (Section L.4(e)). (If any of the contracts identified in Relevant Experience were not Government contracts, please provide data on other Government contracts awarded within the past 5 years, similar in size and complexity.)

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

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

Government Contact and Phone Number:

PART IV- REPRESENTATIONS AND INSTRUCTIONS

Section L – Attachment D

Part 3

Past Performance Questionnaire for _____

Respondent: Please fill in the following table:

1. Complete Name of Responder and Company

2. Company Address, Telephone Number and Facsimile Number (w/Area Code)

3. Contract Number and Type of Contract

4. Signature

Please use the following definitions to provide your ratings:

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

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

Past Performance Questionnaire for _____

Respondent _____

- | | | | | | | | |
|--|-----|-----|-----|-----|-----|---------|--------|
| 1. Did the contractor adhere to contract delivery schedules/response times/cost estimates/budgets? | [0] | [1] | [2] | [3] | [4] | [NA] | [DK] |
| 2. 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? | [0] | [1] | [2] | [3] | [4] | [NA] | [DK] |
| 3. 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)? | [0] | [1] | [2] | [3] | [4] | [NA] | [DK] |
| 4. Did the contractor demonstrate the ability to create teaming/partnering relationships to achieve project goals? | [0] | [1] | [2] | [3] | [4] | [NA] | [DK] |
| 5. Was the Statement of Work executed effectively by the contractor in a consistently high quality manner? | [0] | [1] | [2] | [3] | [4] | [NA] | [DK] |
| 6. Was the contractor successful in recruiting and retaining strong, well-qualified key personnel? | [0] | [1] | [2] | [3] | [4] | [NA] | [DK] |
| 7. Was the contractor’s Environment Safety & Health (ES&H) program in compliance with contract requirements and protective of workers, public, and the environment? | [0] | [1] | [2] | [3] | [4] | [NA] | [DK] |
| 8. Was the contractor effective in subcontract management? | [0] | [1] | [2] | [3] | [4] | [NA] | [DK] |
| 9. Did the contractor provide an effective and efficient transition from the previous contractor, including effectively managing human relations and labor issues? | [0] | [1] | [2] | [3] | [4] | [NA] | [DK] |
| 10. Did the contractor effectively manage regulatory compliance programs and regulatory interfaces? | [0] | [1] | [2] | [3] | [4] | [NA] | [DK] |
| 11. Did the contractor’s corporate office effectively support your contract? | [0] | [1] | [2] | [3] | [4] | [NA] | [DK] |
| 12. Did the contractor develop and implement an effective quality assurance program? | [0] | [1] | [2] | [3] | [4] | [NA] | [DK] |
| 13. Did the contractor effectively implement human resources requirements and manage labor relations to minimize work disruptions? | [0] | [1] | [2] | [3] | [4] | [NA] | [DK] |
| 14. Was the contractor effective in working with organized labor, community groups, media, and other stakeholders? | [0] | [1] | [2] | [3] | [4] | [NA] | [DK] |
| 15. Provide an overall assessment of the contractor’s performance. | [0] | [1] | [2] | [3] | [4] | | |
| 16. Would you hire this Company again? | | | | | | [] Yes | [] No |

PART IV- REPRESENTATIONS AND INSTRUCTIONS

SECTION L – ATTACHMENT D

PART 4

Past Performance Cover Letter for _____

Dear "Client":

We are currently responding to the Department of Energy (DOE) Request for Proposal No. DE-RP09-07SR22505 for managing the Liquid Waste System at the Savannah River Site.

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

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

U.S. Department of Energy
Savannah River Operations Office
ATTN: Ms. Irma Brown
Source Evaluation Board
TBD
Aiken, SC 29809

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

TO BE OPENED BY ADDRESSEE ONLY
CONTAINS SOURCE SELECTION INFORMATION UNDER
SOLICITATION NO. DE-RP09-07SR22505

Or you may fax it to: (803) 725-1206

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

Sincerely,

SECTION L, ATTACHMENT D
PART 5
LIST OF TERMINATED CONTRACTS

NOTE: Please Provide Explanation (no longer than 1 page) for Each Terminated Contract

<u>Client Name</u>	<u>Contract #</u>	<u>Client Point of Contact (POC)</u>	<u>POC Contact Info (address, phone, e-mail)</u>	<u>Performance Period</u>
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