



U.S. DEPARTMENT OF  
**ENERGY**

OFFICE OF  
**ENVIRONMENTAL  
MANAGEMENT**

# Idaho Cleanup Project (ICP) Core Final Request For Proposals Pre-Proposal Conference DE-SOL-0007097

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EM Consolidated Business Center and Idaho Operations Office

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# Welcome and Purpose

- Pre-Proposal Conference Briefing for the U.S. Department of Energy (DOE) Final Request For Proposal (RFP) DE-SOL-0007097 for the Idaho Cleanup Project (ICP) Core at the DOE Idaho National Laboratory (INL) site near Idaho Falls, Idaho
- Purpose of the Pre-Proposal Conference Briefing and Site Tour:
  - Emphasize certain notable changes from the Draft RFP to the Final RFP
  - Allow Offerors to gain a better understanding of the ICP Core Final RFP

# Logistics/Ground Rules

- No cell phones, audio, or video recording are permitted.
- Briefing slides, tour information, and attendee list will be posted on the website.
- The written terms and conditions of the Final RFP govern over any information presented today.

# Logistics/Ground Rules

- Interested parties are encouraged to submit their questions pertaining to the Final RFP in writing via the email address: [ICPCORE@emcbc.doe.gov](mailto:ICPCORE@emcbc.doe.gov), with a courtesy copy to the Contracting Officer, [lori.sehlhorst@emcbc.doe.gov](mailto:lori.sehlhorst@emcbc.doe.gov), and the Contract Specialist, [erin.kroger@emcbc.doe.gov](mailto:erin.kroger@emcbc.doe.gov).
- All questions must be submitted by COB **April 7, 2015**, and answers to questions will be posted to the EMCBC ICP Core acquisition website
  - Non-attribution in relation to submitted questions
  - Offerors should contact the Contract Specialist and/or Contracting Officer directly if an email acknowledgement confirming receipt of submitted questions is not received within 3 calendar days.

# Agenda

- **EMCBC ICP Core Acquisition Website**
- **Acquisition Timeline**
- **Acquisition Process Overview**
- **Overview of the Notable Areas, Updates, and Changes from the Draft RFP to the Final RFP**
  - *Section B*
  - *Section C*
  - *Section H*
  - *Section L*
  - *Section M*

<https://www.emcbc.doe.gov/SEB/ICPCORE/index.php>

Environmental Management Consolidated Business Center | Cincinnati, Ohio



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safety ❖ performance ❖ cleanup ❖ closure

## Idaho Cleanup Project (ICP) Core

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WELCOME TO THE HOME PAGE  
FOR  
Idaho Cleanup Project (ICP) Core Procurement

The U.S. Department of Energy is seeking a contractor to safely accomplish as much of the remaining DOE Office of EM's cleanup mission at the Idaho Site as possible within available funding while meeting regulatory and legal requirements. The contract will apply performance-based contracting approaches and techniques. The Idaho Clean Project Core Contract (ICP-Core) will require the Contractor to perform all work specified in the contract and to determine the specific methods of accomplishing the work. In the performance of this

# Acquisition Website

- Reference documents are available on the EMCBC ICP Core Acq. website. Some information is Controlled Unclassified Information. To obtain these Controlled Unclassified documents, Offerors are required to complete a *Non-Disclosure for Access to Department of Energy ICP Core Solicitation Controlled Unclassified Information Form* and be cleared by the Government prior to access.
- Once cleared, a CD/DVD will be mailed out to the POC address provided on the form.
- After contract award a Certificate of Destruction will be sent to ensure that all information was either properly disposed of by shredding or burning, or returned to the EMCBC.

# Acquisition Timeline

<b>Jun. 25, 2014</b>	Approved Master Acquisition Plan Notice posted for industry
<b>Aug. 8, 2014</b>	Draft Section C (PWS) released for industry information
<b>Oct. 1, 2014</b>	Draft Sections B, C (updated), L and M released to industry
<b>Oct. 6-9, 2014</b>	Pre-solicitation Conference, Site Tour, and One-on-One Sessions
<b>Dec. 8, 2014</b>	Draft Section H posted for industry reference
<b>Dec. 12, 2014</b>	Updated Draft Sections B and C, along with Draft RFP Sections D, E, F, G, I and J posted for industry reference
<b>Dec. 22, 2014</b>	Complete Formal Draft RFP posted
<b>Jan. 14, 2015</b>	Questions/Comments on Formal Draft RFP due to DOE
<b>Feb. 11, 2015</b>	Additional One-on-One Sessions conducted with industry
<b>Feb. 25, 2015</b>	Formal Notice issued to industry providing status of Final RFP and summary of salient changes to fee structure as a result of industry feedback
<b>Mar. 13, 2015</b>	Final RFP released
<b>Mar. 31-Apr. 1, 2015</b>	Pre-Proposal Conference and Site Tour
<b>Apr. 7, 2015</b>	Questions/Comments due on Final RFP
<b>May 12, 2015</b>	Proposals Due (60 calendar days from Final RFP release date)

# Acquisition Process

- Industry has 60 calendar days from the date the final RFP was released to prepare and submit their proposal to DOE. Proposals are due by 3pm ET May 12, 2015.
- The proposal shall consist of three physically separate volumes:
  - Volume I – Offer and Other Documents
  - Volume II – Technical and Management Proposal
  - Volume III – Cost and Fee Proposal
- Minimum Proposal Acceptance Period will be 360 days after due date for receipt of proposals.
- Government intends to award a contract without discussions to the Offeror submitting the proposal determined to represent the best value – the proposal most advantageous to the Government, cost/price and non-cost factors considered.

# Final RFP – Section B

CLIN	CLIN Title	Contract Type	Comments
00001	Target ICP-Core DOE Mission Work (includes 7 priced options)	CPIF	- Hybrid fee model with cost and schedule incentive - Majority of contract scope
00002	Target ICP-Core Naval Nuclear Propulsion Program (NNPP) - Pieces, Parts, Fines (PPF)	CPIF	- Hybrid fee model with cost and schedule incentive - Funded entirely by Navy
00003	Non-Target ICP-Core Naval Nuclear Propulsion Program (NNPP) - Spent Nuclear Fuel (SNF)	CPFF	- Fee is <u>not</u> subject to fee claw back, thereby making fee earned upon completion and DOE acceptance -Funded entirely by Navy
00004	Transition Period	Cost Reimbursable	No fee.
00005	Defined Benefit Pension Plan Costs	Cost Reimbursable	No fee. Pass through.
00006	Integrated Waste Treatment Unit (IWTU) Operations and Turnover (Separately Priced Option)	CPFF	- Fee is <u>not</u> subject to fee claw back, thereby making fee earned upon completion and DOE acceptance - Fixed fee calculated on a per unit basis (# gallons treated). RFP provides technical assumption of 900,000 total gallons to be treated. - Fee is NTE \$8.00 of fixed fee per unit, or NTE 12.5% of the estimated cost.

# Final RFP – Section B

00001	Target ICP-Core DOE Mission Work (Base)	Target Cost	Target Fee (NTE 7%)	Max Fee (NTE 15%)
00001	Target ICP-Core DOE Mission Work	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
	Priced Options*	Target Cost	Target Fee (NTE 7%)	Max Fee (NTE 15%)
00001a	Groundwater Monitoring Wells/CFA Landfill	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00001b	Groundwater Monitoring Wells/TAN Groundwater Remediation	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00001c	Legacy Excess Radioactive/Hazardous Materials	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00001d	RCRA Closure of AMWTP Facilities	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00001e	Additional Temporary Storage	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00001f	RH TRU Work Lot 11 Option Work	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00001g	RH TRU Work Lot 12 Option Work	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00001 (Total)	Target ICP-Core DOE Mission Work + Options 1a-1g	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00002	Target ICP Core NNPP PPF Work	Target Cost	Target Fee (NTE 7%)	Max Fee (NTE 15%)
00002	NNPP PPF (RH-TRU LOT 10)	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00003	Non-Target ICP Core NNPP SNF Work			
00003	NNPP SNF			
	Estimated Cost		[Contractor Fill-In]	
	Fixed Fee (NTE 7% of the total CLIN 00003 Estimated Cost)		[Contractor Fill-In]	
00004	Contract Transition Period			
	Estimated Transition Cost		[Contractor Fill-In]	
00005	Defined Benefit Pension Plan Costs		[ <b>\$70.9M</b> ]	
00006	IWTU Operations and Turnover (Priced Option)			
	Estimated Cost		[Contractor Fill-In]	
	Fixed Fee per Unit (unit = gallon of sodium bearing waste treated)		[Contractor Fill-In]	
	Total Fee		[Contractor Fill-In]	

## Fee Structure Summary (CLINS 00001 and 00002)

- ICP Core allows for NTE 7% target fee and NTE 15% max fee under the CPIF structure for CLINS 00001 and 00002.
- The fee under the CPIF structure allocates 65% to schedule incentive [i.e. schedule milestones (SM), annual milestones (AM), and performance incentives (PI)] and 35% to cost incentive. With the exception of PI-3, the SMs, AMs, and PIs are time dependent given the regulatory commitments
- ICP Core has no subjective fee component (i.e. no award fee)

## Fee Structure Summary (CLINS 00001 and 00002)

- The target fee and maximum fee percentages for Option CLINs 00001a thru 00001g shall be consistent with the target fee and maximum fee percentages for the base work in CLIN 00001
- The current SMs (SM-1 through SM-6), AMs (AM-1 through AM-4) and PIs (PI-1 through PI-3) are comprised of the CLIN 00001 Base Work. If the contract is modified and/or options are exercised under CLIN 00001, the allocation of fee dollar values will be determined at that time.
- Section B.3 (e) ICP-Core CLIN 00001 and CLIN 00002 CPIF Hybrid Fee Model:  
<https://www.emcbc.doe.gov/SEB/ICPCORE/rfppage.php>

## **B.6 Contract Performance Ceiling**

- ICP Core includes a Contract Performance Ceiling (CPC) whereby if the CPC is exceeded, the Contractor shall pay all costs on a dollar-for-dollar cost share basis (0% Government/100% Contractor) up to the amount of paid provisional fee in CLIN 00001 and CLIN 00002. Once the CPC is exceeded, the Contractor will no longer be able to earn cost incentive fee under CLINs 00001 or 00002. If available unearned fee still exists for any of the SMs, AMs, or PIs under CLINs 00001 or 00002 the Contractor may still receive provisional fee. However, once the CPC is exceeded any future earned fee from the SMs, AMs, or PIs under CLINs 00001 or 00002 shall be applied to the Contractor's cost share responsibility for the cost overruns. After the Contractor has paid all paid provisional fee from CLIN 00001 and CLIN 00002, then the Government shall pay costs of continued work for cost overruns using a share ratio of 100%/0% (Government/Contractor).

## Changes to Section B per Industry Feedback

- Removed cost cap, which would have made the Contractor accountable for all costs on a share ratio of 100%/0% (Contractor/Government) once the CPC was exceeded and all provisional fee was clawed back.
- Set up the IWTU scope as a separately priced option with a CPFF arrangement and excluded the IWTU work from the CPC
- Added earned fee under CLIN 00001 per industry feedback, thereby decreasing the amount of provisional fee subject to the fee clawback.
  - Applying earned fee to all applicable TRU waste milestones and Exhumed Buried waste milestones (SM-2, SM-3, AM-1, AM-2, AM-4, PI-1 and PI-2) stresses the importance of achieving the Idaho Settlement Agreement date of 12/31/2018 for TRU waste and the 2023 milestone for exhumed buried waste. Meeting these milestones provides significant value to the Department because a significant portion of highly visible EM scope will have been completed on time.

## Changes to Section B per Industry Feedback

- Provided additional language to address the current WIPP Shutdown as it may impact Contractor’s ability to earn fee

### ***Legacy TRU Waste (per B.9 “Fee Payments”)***

- If all legacy TRU waste is **certified and shipped** by 12/31/2018 under SM-2, SM-3, AM-1, AM-4, and PI-1 then 100% of the fee is earned. Fee is provisionally paid quarterly for AM-1 and AM-4 and provisionally paid upon completion and acceptance for SM-2 and SM-3 until PI-1 is achieved.
- If any of the milestones are missed but the PI-1 is achieved (**certified and shipped**), then 100% of the max fee associated with SM-2, SM-3, AM-1, AM-4 and PI-1 all become earned.
- If any of the milestones are missed but the PI-1 is achieved (**certified only**), then the 100% of the max fee associated with SM-2, SM-3 become earned, and 80% of AM-1, AM-4 and PI-1 become earned. The remaining 20% of AM-1, AM-4 and PI-1 becomes earned at the max fee rate as the waste is shipped.
- If PI-1 is missed, then fee associated with SM-2, SM-3, AM-1, and AM-4 remains provisional and subject to the fee clawback per B.6

## Changes to Section B per Industry Feedback

- Provided additional language to address the current WIPP Shutdown as it may impact Contractor's ability to earn fee

### ***Exhumed Buried Waste (per B.9 "Fee Payments")***

- If all exhumed buried waste is **certified and shipped** by 2/28/2020, the draft Phase I Interim Remedial Action Report is submitted by 8/31/2020, and the report is finalized with regulatory agency acceptance in accordance with the FFA/CO by the end of the contract period under AM-2 and PI-2, then 100% of the fee is earned. Fee is provisionally paid quarterly for AM-2 until PI-2 is achieved.
- If AM-2 is missed but PI-2 is achieved (**certified and shipped**), then 100% of the max fee associated with AM-2 and PI-2 all become earned.
- If AM-2 is missed but PI-2 is achieved (**certified only**), then 80% of AM-2 and PI-2 become earned. The remaining 20% of AM-2 and PI-2 becomes earned at the max fee rate as the waste is shipped.
- If PI-2 is missed, then fee associated with AM-2 remains provisional and subject to the fee clawback per B.6

### Changes to Section B per Industry Feedback

- Provided additional language to address the current WIPP Shutdown as it may impact Contractor's ability to earn fee

#### ***Per B.3 "CLIN 00001 – COST INCENTIVE, SCHEDULE MILESTONES, ANNUAL MILESTONES AND PERFORMANCE INCENTIVES FEE ALLOCATIONS AND CALCULATIONS", paragraph (b):***

If DOE does not provide adequate assets to the Contractor to ship the waste out of the state of Idaho within the contract period, the parties will re-negotiate the remaining portion of the 20% shipping fee for AM-1 and AM-2; the entire fee portion for AM-4; and the remaining portion of the 20% shipping fee for PI-1 and PI-2 if the waste was certified on time in accordance with the AM-1, AM-2, PI-1 and PI-2 acceptance criteria and definitions.

## Changes to Section B per Industry Feedback

- More specific objective measures were added in Section B for the Definitions and Acceptance Criteria for each of the SMs, AMs and PIs
- Updated the three date structure for the SMs (i.e. Max Fee Date, Target Fee Date, and Min Fee Date) to ensure balance between each of the three dates to allow additional time for the Contractor to earn fee for each of the SMs. The actual Min Fee dates for SM-1 through SM-6 have now been adjusted from the Min Dates in the Draft RFP.
- PI-3 – Critical Failures, has been modified to delete the following areas: earned value performance, critical business system failure, and investment in reliability improvements and infrastructure. Other areas have been modified to provide additional detail and remove duplicative areas of performance already incentivized per the current SMs, AMs and PIs. Additionally, language has been added to allow the Contractor to correct performance issues and potentially recover withheld fee under this PI.
- PI-4 – Key Personnel was deleted in its entirety

### Changes to Section B per Industry Feedback

- The language within Section B.15, Advance Understanding – Changes to Cost and Fee, was modified at paragraph (d) as follows: *“Cost and fee negotiations relating to indirect cost for any added/deducted change to the contract will be based on the incremental change to the indirect cost when compared to the proposed indirect costs contained in the Contractor’s awarded proposal. The Contractor shall provide supporting justification and documentation detailing the incremental increase in each indirect cost for each contract pricing action.”*
- Added the contract funding profile in Section B
- ICP Core period of performance limited to five years total. Industry has requested an option be included to extend the contract beyond the five years, however no options to extend the contract beyond five years have been included in the Final RFP.

## ICP Core Major Scope includes:

- C.2.0 - Contract Transition
- C.3.0 - EM Facilities Infrastructure at INTEC, RWMC, and RSWF
- C.4.0 - CERCLA Environmental Remediation
- C.5.0 - Waste Management
- C.6.0 - INTEC Liquid Waste Facility Closure
- C.7.0 - Spent Nuclear Fuel (SNF)
- C.8.0 - Program Management and Support Functions

## C.3.0 - EM Facilities Infrastructure at INTEC, RWMC, and RSWF

- C.3.3
  - Operations and Maintenance of the Radioactive Scrap and Waste Facility was added

## C.5.0 - Waste Management

- C.5.1.01
  - Rather than performing the RCRA closure of WMF-636 at a specified time, the scope now requires the preparation of the RCRA Closure Plan to be developed to show closure activities beginning within 90 days of removing all stored TRU waste.
- C.5.1.02
  - This section was clarified as to only require CH-TRU waste from other DOE sites rather than leaving it unclear if it was CH-TRU, RH-TRU, or a combination of the two. The volume remains the same.
- C.5.3.06, C.5.3.07, and C.5.3.08
  - These sections were modified to address the facility Radiological restrictions with regard to processing the waste streams, and to better define the Lots 11 and 12 priced option work.
- C.5.7
  - The priced option was reduced from two storage facilities to a single storage facility with the Technical and Functional Requirements reference added.

## C.6.0 - Liquid Waste Facility Closure

- C.6.1 Integrated Waste Treatment Unit (IWTU) Operations and Turnover (PRICED OPTION)
  - This section was modified to include additional assumptions for Operations and Turn-over of IWTU:
    1. The IWTU scope is a priced option and may or may not be exercised. DOE fully expects the current incumbent contractor to complete the IWTU startup.
    2. The IWTU priced option is not part of the contract's Section B.6 Contract Performance Ceiling.
    3. The IWTU priced option is fully cost reimbursable under a separate CLIN (CLIN 00006) with a fixed fee component and none of the fee, once earned, can be clawed-back based on performance on the ITWU scope or any other areas of the contract.

## C.6.0 - Liquid Waste Facility Closure *(continued)*

- C.6.1 Integrated Waste Treatment Unit (IWTU) Operations and Turnover (PRICED OPTION)
  4. The Final RFP provides an assumption that the IWTU will be fully operational by the Notice To Proceed (NTP) date. Prospective Offerors are to provide a technical approach and cost proposal reflecting this assumption for proposal preparation purposes. However, in accordance with Section I clause FAR 52.217-7 Option for increased Quantity-Separately Priced Line Item (Mar 1989), DOE may exercise the IWTU option (CLIN 00006) within 3 years of the contract effective date.
  5. The scope specified in the PWS for the IWTU priced option is strictly bounded with assumptions. Any changes to the bounded assumptions will result in both parties negotiating an equitable adjustment in the contract, scope, cost and schedule for the IWTU activities.

## C.7.0 – SNF Management

- C.7.1.03
  - This section was modified with additional information and additional storage requirements for EBR-II fuel

## C.8.0 Program Management and Support Functions

- C.8.6
  - This section was added to address the Defined Benefit Pension Costs

## Noteworthy Contractor Human Resource Clauses:

- H.3 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES
- H.4 EMPLOYEE COMPENSATION: PAY AND BENEFITS
- H.5 POST CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS
- H.6 WORKER'S COMPENSATION INSURANCE
- H.7 LABOR RELATIONS
- H.8 WORKFORCE RESTRUCTURING
- H.9 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES

## CHRM Summary

- The CHRM clauses include a large volume of critical information related to transitioning the existing workforce, their pay and their benefits, and managing those HR elements through the life of the contract.
- Offerors should review ALL the CHRM H clauses in detail. They will describe your responsibilities regarding such workforce-related matters as:
  - The obligation to hire existing employees where ever possible and the rules that govern that process;
  - The obligation to co-sponsor the INL Employee Retirement Plan (a Defined Benefit Pension Plan) for eligible employees and the rules that govern that responsibility;
  - The obligation to provide comparable health and welfare benefits that incumbent employees currently receive;
  - The obligation to recognize the existing Collective Bargaining Units as the representatives for their respective memberships

### H.3 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES:

- Service employees are to be provided “the right of first refusal” for the same or similar jobs for which they are qualified (FAR 52.222-17, Nondisplacement of Qualified Workers)
- All incumbent employees below the first level of supervision are to be provided “preference in hiring” according the hierarchy established in H.3(b)
- The intent of this clause is to protect the interests of qualified incumbent employees in maintaining their existing employment status even though they will be working for a new company. There are many important considerations in this clause and Offerors are advised to read it carefully.

## H.4 EMPLOYEE COMPENSATION: PAY AND BENEFITS

- Contractor will be required to become a Sponsor to the existing INL Retirement Plans (or comparable successor plans) for eligible “grandfathered” employees.
- Contractor will be required to provide Market Based or Corporate retirement plans for all other employees as required.
- The INL Employee Retirement Plan (INLERP) and the INL Employee Investment Plan (INLEIP) are posted to EMCBC ICP Core Acq. website.
  - BEA is the Lead Plan Sponsor for both plans
- Becoming a Sponsor to the Plans subjects the Contractor to the requirements of Employee Retirement Income Security Act of 1974 (ERISA), and the Internal Revenue Code.
- All costs associated with plan Sponsorship are fully reimbursable by the Government or paid by the Plan trust, and therefore the details of the plan status are not considered to be required for Offerors to price their bid.
- Questions or concerns with Sponsorship should be directed to your ERISA Attorney, Actuary, or Accountant

## **H.4 EMPLOYEE COMPENSATION: PAY AND BENEFITS**

- Incumbent Employees are to be provided:
  - Equivalent base pay for at least the first year of the contract
  - Comparable benefits package to what they currently receive
- Non-incumbent Employees are to be provided total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees

## H.6 WORKER'S COMPENSATION INSURANCE

- Contractor will self-insure for Worker's Compensation unless it's more cost effective to buy commercial insurance.

*Per paragraph(a):*

- The State of Idaho has authorized a program of workers compensation self-insurance for INL contractors pursuant to Idaho Code 72-301A. Contractors, other than those whose workers' compensation coverage is provided through a corporate benefits program, shall pursue a program of self-insurance under Idaho law unless they can demonstrate that commercial insurance is more economical than self-insurance and shall submit to the Contracting Officer for approval all initial proposals for self-insurance and all new compensation policies. Contractors shall provide copies to the Contracting Officer of all renewal policies for workers compensation.

## H.7 LABOR RELATIONS

*Per paragraph(a):*

- For work currently performed by members of the United Steelworkers Local 652 (USW), the Operating Engineers Local 370 (OEs) and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local 983 (Teamsters) on the effective date of this Contract, the Contractor agrees to initially consult with these unions regarding the initial terms and conditions of employment and to recognize these unions as the collective bargaining representative(s) for employees performing work that has historically and traditionally been performed by members of these unions and is covered in the scope of this contract, and to bargain in good faith to a collective bargaining agreement that gives due consideration to applicable terms and conditions of the existing collective bargaining agreement(s) for work at the Idaho Cleanup Project.

## H.7 LABOR RELATIONS

*Per paragraph (f):*

- INL Site Construction Jurisdiction Procedural Agreement (SJPA) and the INL Site Stabilization Agreement (SSA).

The Contractor and its subcontractors at all tiers performing work covered by the Wage Rate Requirements (Construction) (formerly known as the Davis-Bacon Act) shall become signatory to the INL SJPA and INL SSA. The ICP Core Contractor employees and subcontractor employees performing such work shall receive pay and benefits consistent with the SSA unless otherwise negotiated between the Contractor and the Idaho Building and Construction Trades Council. Copies of the SSA and SJPA are available at <https://www.emcbc.doe.gov/SEB/ICPCORE/Document%20Library.php>. The SJPA and the SSA apply to construction performed under the contract consistent with the terms of the SJPA and the SSA.

- Section H was reviewed and updated for a recent DOE HQ “corporate clause” series update (i.e. the 2000 series) released in Dec. 2014
  - Resulted in clause title updates, existing clause language updates, and brand new clauses being added to Section H
- Other Section H Clauses and Notable Updates:
  - H.27            DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT (OCT 2014)**
  - H.28            DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014)**
  - H.29            CORPORATE GOVERNANCE PLAN**
  - H.31            KEY PERSONNEL**
  - H.50            PARTNERING**

## H.27 DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT (OCT 2014)

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J, Attachment J-8.

If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

## **H.28 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014)**

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in the Section J Attachment entitled, "Performance Guarantee Agreement." The individual signing the "Performance Guarantee Agreement" for the parent company(s) should be the Responsible Corporate Official.

The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified regarding Contract performance issues.

Corporate Board of Directors must also be identified that will have corporate oversight. DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

## H.29 CORPORATE GOVERNANCE PLAN

- The Corporate Governance Plan shall identify the roles and responsibilities of the Contractor in management of work under the Idaho ICP Core contract. The plan shall describe roles of potential lead firm(s) and which firm will be responsible for which sections of the PWS.
- The purpose of the clause was to define the 4 potential business relationship scenarios that could make up the “Offeror” and then further describe how good and poor performance under the contract will be managed under the applicable scenario
- The goal of the plan is to describe how the Joint Venture, Limited Liability Corporation, Teaming Agreement or Prime Contractor will function in regards to performance of work.
- The Contractor’s Corporate Governance Plan shall be maintained throughout the contract period for any organizational changes and/or any changing circumstances that would require the plan to be updated. Should any change occur to the Corporate Governance Plan during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change. The Corporate Governance Plan, including any revisions, shall be incorporated with the Joint Ventures and/or LLCs and/or any other Teaming Arrangement documentation and will be included in Section J of the contract.

## **H.31 KEY PERSONNEL**

### **(d) Contract Fee Reductions for Changes to Key Personnel**

(1) Notwithstanding approval by the Contracting Officer, any time the Program Manager (the initial Program Manager or any substitution approved by the Contracting Officer) is changed for any reason within two years of contract award, Earned Fee described in Section B, may be reduced up to \$1,000,000 for each and every occurrence of a change.

(2) Notwithstanding approval by the Contracting Officer, any time the ESH&Q Manager or Business Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason within two years of contract award as identified below in paragraph(f), Earned Fee described in Section B, may be reduced up to \$750,000 for each and every occurrence of a change.

(3) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Program Manager, ESH&Q Manager, or Business Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason within two years of contract award as identified below in paragraph(f), Earned Fee described in Section B, may be reduced up to \$500,000 for each and every occurrence of a change.

## H.31 KEY PERSONNEL

### (d) Contract Fee Reductions for Changes to Key Personnel *(continued)*

(4) Contract Fee Reductions will be prorated after the initial two years from contract award date as follows:

<u>Position</u>	<u>Years 1-2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Program Manager	Up to \$1,000,000	Up to \$500,000	Up to \$250,000	No penalty
ESH&Q and Business Manager	Up to \$750,000	Up to \$350,000	Up to \$175,000	No penalty
Other Key Personnel	Up to \$500,000	No penalty	No penalty	No penalty

(5) The Contractor may request, in writing, that the CO consider waiving all or part of a reduction in Earned Fee. Such written request shall include the Contractor’s basis for the removal, replacement, or diversion of any key personnel. The CO shall have the unilateral discretion to make the determination to waive all or part of the reduction in Earned Fee.

## H.50 PARTNERING

- Government proposes to form a cohesive partnership with the Contractor.
- Focus on doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values.
- Work as a team to achieve successful project execution.
- Seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor.
- Participation in the partnership is voluntary. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance.

## Overview

- Offer Acceptance Period – 360 Calendar Days
- No reimbursement for any proposal costs
- Questions concerning the RFP will be accepted up to April 7, 2015
- Optional courtesy to provide DOE with a “Notice of Intent to Propose” within 21 days of proposal date. Send to [ICPCORE@emcbc.doe.gov](mailto:ICPCORE@emcbc.doe.gov) with a courtesy copy to the Contracting Officer, [lori.sehlhorst@emcbc.doe.gov](mailto:lori.sehlhorst@emcbc.doe.gov), and the Contract Specialist, [erin.kroger@emcbc.doe.gov](mailto:erin.kroger@emcbc.doe.gov).
- Proposals will not be returned.
- Exceptions / Deviations to the solicitation are not sought and DOE is under no obligation to enter into discussions.
- Offerors may contact current incumbent employees about future employment EXCEPT where prohibited by law. Contacts shall be made ONLY after normal working hours of such employees and not on DOE property. Offerors are reminded that contact with federal, contractor, or subcontractor employees is not permitted for the purpose of seeking procurement-sensitive information relating to this solicitation.

## General Instructions

- Definitions:

The term "Offeror" as used in this solicitation refers to the single legal entity submitting the offer which may be joint venture, Limited Liability Corporation (LLC), or teaming agreement thereof as defined within the Section H clause "Corporate Governance Plan." The Offeror may be preexisting or newly formed for the purposes of competing for this Contract.

For CLINs 00001-00005, the term "major or critical subcontractor" as used in this Section L is defined as any proposed subcontractor that is anticipated to perform work with a value of \$100 million or more over the contract period.

For CLIN 00006, the term "major or critical subcontractor" as used in this Section L is defined as any proposed subcontractor that is anticipated to perform work with a value of \$5 million or more over the contract period.

## General Instructions

- The written material constitutes the official offer and proposal. In the event of a conflict, hardcopy of a proposal will take precedence over any other electronic submission.
- All pages of the proposal shall be submitted on 8 1/2" x 11" sheets except for graphs, tables, and spreadsheets. Printing is to be double-sided. Print type used in the text portions of the proposal shall be size 12 and font type shall be Times New Roman. Graphs, tables, diagrams and spreadsheets where necessary may be smaller than 10 point font, but must be clearly legible. Foldouts of charts, tables, diagrams, etc. shall not exceed 11 x 17 inches and will be considered as two pages.
  - Pages submitted on 11x17 do not have to be printed double-sided. An amendment will be issued to clarify.
- A cover letter shall be provided with each proposal volume as the first page and does not count towards any page limitation. Note specific instructions for cover letter contents at L.5 (h).
- Cover letter shall include the complete legal name and address of the Offeror and other participants to be used in any resulting contract. Provide Dun and Bradstreet, Inc. (D&B) Data Universal Numbering System (DUNS) number for the Offeror, each team member, and any proposed subcontractor regardless of the dollar amount of work they are proposed to perform

## Volume I – Offer and Other Documents

Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the required work. Volume I shall include the following:

- Signed Standard Form (SF) 33
- Section C through J of the model contract shall not be submitted, except for any required fill-in (i.e. Section B , G, H, I, J information)
- Any Exceptions and Deviations
- Joint Ventures and/or LLCs and/or Any Other Teaming Arrangement Documentation
- Corporate Governance Plan
- Performance Guarantee
- Community Commitment Plan
- Small Business Subcontracting Plan
- Representations, Certifications, and Other Statements of the Offeror
- FOCI Submission
- Offeror's EVMS documentation and EVMS Certification
- Organizational Conflicts of Interest Information
- Equal Opportunity Compliance Review Information

## Volume II – Technical and Management Proposal

- **Factor 1, Past Performance**
  - Completed Attachment L-3 Past Performance and Relevant Experience Reference Information Form (5 page limit)
  - Completed Attachment L-4 Past Performance Questionnaires
  - Completed Attachment L-5 List of Terminated Contracts
  - Written content for Criterion 1 should only be submitted via Attachments L-3, L-4, and L-5
- **Factor 2, Technical and Management Approach (50 page limit)**
  - Waste Process Flow Diagrams, Staffing Plan , and the Integrated Schedule are not counted as a part of the 50 page limitation.
- **Factor 3, Key Personnel and Organizational Structure (10 page limit)**
  - Completed Attachment L-2 Key Personal Standard Resume Format (4 page limit)
  - Signed Commitment Letters
  - KP Resumes and Signed Commitment Letters not included in 10 page limitation
- **Factor 4, Relevant Experience**
  - Completed Attachment L-3 Past Performance and Relevant Experience Reference Information Form (5 page limit)

## Volume II – Technical and Management Proposal

### **Factor 1, Past Performance and Factor 4, Relevant Experience**

- The contracts/projects referenced for each entity shall be the same contracts/projects provided for Factor 1 and Factor 4.
- The Offeror, including each entity participating in a joint venture, LLC, or teaming agreement thereof as defined within the Section H clause “Corporate Governance Plan,” shall submit an Att. L-3 for three (3) contracts or projects.
- Each of the Offeror’s major or critical subcontractor(s), as defined in Section L.5 (c), shall submit an Att.L-3 for two (2) contracts or projects.
- The Offeror may amend the format for Att. L-3, Past Performance & Relevant Experience Reference Information Form, as long as the exact information, font and size, and 5 page limitation are followed.

## Volume II – Technical and Management Proposal

### Factor 1, Past Performance

- Work performed for DOE's Office of Environmental Management generally will be considered at least Somewhat Relevant.
- Attachment L-4, Past Performance Cover Letter and Questionnaire, shall be provided only for those contracts/projects cited on an Attachment L-3 not performed for the DOE Office EM or for which no contractor performance data is available in PPIRS.
- The Offeror shall be responsible for following up and ensuring Att. L-4 questionnaire has been completed and returned to DOE on time. The Offeror may contact the Contract Specialist to confirm receipt of any questionnaires.
- The Offeror, including each entity participating in a joint venture, LLC, or teaming agreement, and major or critical sub(s) shall provide Att. L-5 for contracts/projects within the past 5 years from the date of the solicitation
- DOE may obtain Past Performance information through all available sources, including Federal Government electronic databases (e.g. PPIRS), readily available Government records (including pertinent prime contracts), and sources other than those identified by the Contractor.
- DOE will only discuss past performance information directly with the prospective prime contractor, team member, or subcontractor that is being reviewed. If there is adverse past performance associated with a proposed contractor's, subcontractor's or team member's past performance, the Offeror can be notified of the existence of the adverse past performance, but no details will be discussed without the subcontractor's or team member's permission.

## Volume II – Technical and Management Proposal

### Factor 2, Technical and Management Approach

#### Technical Approach v. Technical Understanding

Technical Approach	Technical Understanding
<ul style="list-style-type: none"> <li>• 4.0 CERCLA Remediation</li> <li>• 5.0 Waste Management</li> <li>• 6.0 Liquid Waste Facility Closure</li> <li>• 7.0 Spent Nuclear Fuel Mgmt.</li> </ul>	<ul style="list-style-type: none"> <li>• 3.0 EM Facility Infrastructure</li> <li>• 8.0 Program Mgmt. &amp; Support Functions</li> </ul>

- Technical Approach = more detailed; DOE will evaluate Offeror’s effectiveness for achieving these PWS elements’ objectives and activities
- Technical Understanding = not as detailed; DOE will evaluate Offeror’s integration within overall contract effort for these PWS elements
- Description of any technical assumptions used applies to both technical approach and technical understanding
- Specific instructions for the details of the PWS 5.0 technical approach to be provided are stated further below within Factor 2 Section L instructions (as discussed on next slide)
- Both technical approach and technical understanding shall be discussed using the organization of the work set forth in the PWS and both must cover entire contract scope, including transition and options.
- Technical approach for the consolidation of two prior incumbent contractors’ scopes of work and potential future contractor interfaces applies to entire PWS (should not be interpreted to cover only PWS sections 4.0, 5.0, 6.0, and 7.0 as noted above) and must cover entire contract period of performance, including transition and options.

## Volume II – Technical and Management Proposal

### Factor 2, Technical and Management Approach

- Waste Management Technical Approach

Waste Program = CH-TRU (C.5.1; C.5.2), RH-TRU (C.5.3; C.5.4), and CH M/LLW (C.5.5)

Waste Types = debris, solids, and soil

- The Offeror's approach shall be described per each waste program:
  - shall describe how the waste types identified in the PWS (Section C.5.0 and corresponding Section C exhibits) will be compliantly characterized, processed, stored, transported, and dispositioned.
  - shall include estimated quantities anticipated to be processed for each waste type under each program during the contract period.
  - shall provide a reconciliation of initial waste quantities retrieved and the resultant disposition waste quantities by fiscal year by waste type
  - shall include discussion for the various waste types as identified above, including challenging constituents (e.g., pyrophoric waste, PCB contaminated waste, squeezants (residual liquid from compaction), oversized items, sodium contaminated, etc.).
- The Offeror's approach shall be consistent with and reconcile to the information requested within Vol. III per Section L.8 (i) (viii.) Waste Processing Cost and Waste Quantities Retrieved, Processed and Dispositioned by GFY

## Volume II – Technical and Management Proposal

### Factor 2, Technical and Management Approach

- Waste Process Flow Diagrams
  - Waste Program = CH-TRU (C.5.1; C.5.2), RH-TRU (C.5.3; C.5.4), and CH M/LLW (C.5.5)
  - Waste Types = debris, solids, and soil
- Each waste program shall include an accompanying waste process flow diagram(s):
  - Identifying each step from retrieval/exhumation through disposal for the waste inventory identified in the following Section C Exhibits: C-8 through C-12; and C-14 through C-16, including waste anticipated to be generated during the contract period.  
**(NOTE: an amendment will be issued to include Exhibit C-26)**
  - Detail the specific steps for how waste will be retrieved (both intact and breached boxes/drums), characterized, repackaged, processed, sorted and/or reduced (due to void space) to allow a full understanding of the Offeror’s approach to meeting the WAC for disposition of each waste type.
- For example purposes only, DOE has posted to the ICP Core Documents Library current waste process flow diagrams for industry information.
  - These do not supersede the assumptions contained with Attachment L-8
- The number of flow diagram(s) required and associated content within depends on the Offeror’s technical approach.

## Volume II – Technical and Management Proposal

### Factor 2, Technical and Management Approach

- Staffing Plan (for the full scope of contract performance, including the transition period and all priced options)
  - Incorporated as part of contract in Section J upon award
  - Updated 30 days after NTP for any workforce restructuring pursuant to **H.9 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES**
- Contract Transition Mgmt. Approach (PWS 2.0)
  - Implementation schedule identifying transition milestones and associated activities shall be incorporated into the integrated schedule described further in Factor 2
- Integrated Schedule (for the full scope of contract performance, including the transition period and all priced options)
- Waste Process Flow Diagrams, Staffing Plan , and the Integrated Schedule are not counted as a part of the 50 page limitation.

## Volume II – Technical and Management Proposal

### Factor 3, Key Personnel and Organizational Structure

- The Key Personnel positions shall include, at a minimum: Program Manager, ESH&QA Manager, and Business Manager
- Offeror may propose up to five other key personnel
- Resumes, Letters of Commitment not counted toward 10 page limitation
- Organizational Structure and Approach shall include:
  - (i) Organizational Chart
  - (ii) Rationale for Organizational Structure
  - (iii) Roles and Responsibilities and Lines of Authority
  - (iv) Interfaces
  - (v) Business Systems
  - (vi) Subcontractors

## Volume III – Cost and Fee Proposal

- The Offeror shall use the organization of work set forth in the PWS as the WBS for its cost proposal. The Offeror shall not propose its own WBS structure for this solicitation.
- Cost Assumptions – Cost instructions are being provided to the Offerors which are contained in Attachment L-8 of the solicitation entitled “Cost Assumptions.” The Offerors shall consider and use all of the cost assumptions when preparing the cost proposal.
- For proposal preparation purpose, Offerors shall assume a 90 day Contract Transition Period, with a Transition start date of March 1, 2016. Offerors shall assume full responsibility for the performance of the contract requirements, or contract effective date, of June 1, 2016. Proposed cost shall be on a 12 month Contract Period (CP) from October 1 through September 30 with the exception of the first and last year. The first contract period shall include the proposed costs from June 1, 2016 through September 30, 2016. The period of performance extends through May 31, 2021. The Offeror shall propose cost for each year contract period and in total corresponding to the costs for performing the PWS.

## Volume III – Cost and Fee Proposal

- Cost incentive computation for both CLIN 00001 and 00002 will be computed on an 80%/20% (government/contractor) ratio. Target fee shall increase by \$.20 for every allowable cost dollar claimed less than the target cost. Conversely, target fee shall be decreased by \$.20 for every allowable cost dollar claimed more than the target cost.
- For proposal preparation purposes, all CLIN 00001 Options will have cost incentives only. After contract award and prior to exercising any/or all of the options, cost, schedule, annual and performance incentive will be negotiated with the awardee. Option CLINs 00001a, 00001b, 00001c, 00001d, 00001e, 00001f and 00001fg, the Offeror shall propose a target fee NTE 7% and a maximum fee NTE 15% of the estimated cost (Option CLINs' target and maximum fee percentages shall be the same as proposed for CLIN 00001 target and maximum fee percentages). Cost incentive computation for all CLIN Options will be computed on an 80%/20% (government/contractor) ratio. Target fee shall increase by \$.20 for every allowable cost dollar claimed less than the target cost. Conversely, target fee shall be decreased by \$.20 for every allowable cost dollar claimed more than the target cost.

## Volume III – Cost and Fee Proposal

- Proposed Schedule – The Offeror shall provide a resource loaded schedule (utilizing the Oracle’s Primavera P6 Enterprise Project Portfolio Management© software) including key milestones, deliverables, logic ties, predecessor and successor relationships, activity durations, float, and the critical activities to complete the PWS work scope, including the priced options work scope. The electronic version shall be working files and include logic ties. The schedule shall be fully traceable to Volume II, Technical and Management Proposal.
- Within the BOEs, for each of the schedule milestones, annual milestones and performance incentives, the Offeror shall provide a schedule, along with supporting rationale and information, on how the Offeror will accomplish each schedule milestone, annual milestone and performance incentive. The schedule(s) shall support and reconcile to the proposed fee in Section B.

## Volume III – Cost and Fee Proposal

- Joint Venture Partners and Subcontractors over \$50 million – The Offeror’s cost proposal shall identify the scope and proposed costs for all joint venture partners and subcontractors over \$50 million and require the Joint Venture Partners and Subcontractors over \$50 million to provide the detail required in L.8(hi)(ii) through (x). For Joint Venture Partners and/or subcontractors over \$50 million, a cost proposal shall be provided and shall be reconciled to the Offeror’s proposed costs and shall be consistent with the Offeror’s technical proposal. Cost data shall be fully supported. It is acceptable for each Joint Venture Partner and/or subcontractor over \$50 million to submit sealed envelopes containing a separate set of cost worksheets, Attachment L-6 and L-7, with its proposal for the proposed Joint Venture Partner and/or Subcontractor costs over \$50 million work by the proposal due date.
- *Offerors should note this is not intended to align with the Vol. II definition for “major or critical subcontractor”*

## Volume III – Cost and Fee Proposal

- Program Management and Support Functions (PWS C.8) – The cost for Program Management and Support Functions associated with field work activities, covered under PWS C.3 through C.7, shall be costed to the PWS/WBS line items where the field work will actually be performed. All remaining Program Management and Support Functions not specifically related to field work, covered under PWS C.3 through C.7, shall be costed in the appropriate PWS/WBS C.8 work activity.
- DOE is providing historical site data for Section C.8.2.06 Mandatory and Optional Site Services in Att. L-8. The historical site data provided in Att. L-8 are intended solely to provide a general overview of site experience at a cost and/or resource driven level. For proposal preparation purposes, DOE anticipates the Mandatory Site Services activity to remain at similar level to the provided dollar amount, not including escalation for the contract period of performance. For Optional Site Services, the Offeror has the ability to develop its own technical approach and related resources and cost to implement the Optional Site Services activities over the life of the contract. If the Offeror elects to purchase the Optional Site Services from the current provider, the Offeror may utilize the historical data (not escalated for the period of contract performance) provided as part of the cost proposal (Offerors are required to annotate and clearly articulate the approach taken within the Basis of Estimate).

## Volume III – Cost and Fee Proposal

- Waste Processing Cost and Waste Quantities Retrieved, Processed and Dispositioned by GFY – In order to fully understand the Offerors cost for waste processing, the Offeror shall provide the following information broken down between waste programs (CH-TRU, RH-TRU, CH MLLW) and as necessary each waste program may need to need to be further broken down between waste types (debris, sludge and soils):
  1. The quantity of waste being retrieved/exhumed or retrieved from RCRA storage by waste program, including waste types, by GFY;
  2. The quantity of waste being dispositioned by waste type by GFY; correlated to the quantity and waste types in 1 above;
  3. For each waste type being dispositioned by GFY, the Offeror shall provide the location and quantity of waste being disposed of at each disposal site. If the waste is being retained on site, the Offeror shall indicate where the waste is being stored, including quantity of waste being stored on-site by GFY;
  4. For each waste type by GFY, the Offeror shall provide the total cost, including quantity of waste being treated, and type of treatment. The offeror shall provide its definition of treatment;
  5. For each waste type by GFY, the Offeror shall provide the total cost, and disposition quantities of waste, related to the packaging, transportation and disposal (identified separately).
  6. All quantities of waste shall be identified in cubic meters.

## Volume III – Cost and Fee Proposal

### Waste Processing Cost and Waste Quantities Retrieved, Processed and Dispositioned by GFY (*continued*)

- The BOE associated with the above information shall be fully explained in supporting documentation and shall provide the necessary documentation reconciling the Offeror's technical approach to the waste quantities being dispositioned for each waste type (i.e., the input and output waste quantities [based on the Offeror's technical approach] shall be described).
- The Offeror shall provide the same information as stated above, if its technical approach results in secondary waste being generated. Secondary waste shall be segregated, and identified within the waste quantity table by the Offeror. The Offeror is responsible for the treatment and disposal of all secondary waste generated and the cost shall be included as part of the Offeror's total estimate cost.
- The Offeror shall provide a separate computation showing the unit rate for each GFY (composed of treatment, transportation and disposal costs) for each waste stream shipped to each off-site facility.

## Volume III – Cost and Fee Proposal

- The Offeror shall provide a contractually binding statement, as part of the Offer in Volume I, stating the proposed labor overhead and G&A rates (including any and all joint venture partners and Corporate Home Office Allocations) for each contract period are ceiling rates and will extend for the life of this Contract (even if the Offeror does not have the two identified indirect rates). Additionally, contained within the contractually binding statement, the Offeror must state the type of cost contained in the pool expenses and the methodology for allocation of the pool cost cannot change unless approved by the Contracting Officer prior to any changes.

## L.29 LIST OF SECTION L ATTACHMENTS

Attachment L-1	Performance Guarantee Agreement
Attachment L-2	Key Personnel Resume Format
Attachment L-3	Past Performance and Relevant Experience Reference Information Form
Attachment L-4	Past Performance Cover Letter and Questionnaire
Attachment L-5	List of Contracts Terminated for Default or Convenience
Attachment L-6	Cost Proposal Worksheets
Attachment L-7	Consolidated Direct Cost Schedules
Attachment L-8	Cost Assumptions
Attachment L-9	Offeror's Proposed Accounting System Information

## M.2 Basis for Contract Award

- The Government intends to make a contract award to the responsible Offeror whose proposal is responsive to the RFP and determined to be the best value to the Government.
- In determining the best value to the Government, the Technical Evaluation Factors are significantly more important, when combined, than the Evaluated Price. Evaluated Price is defined in Section M.5. The Government is more concerned with obtaining a superior Technical and Management proposal than making award at the lowest Evaluated Price. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror's Technical and Management proposal over another.

### M.3 Overall Relative Importance of Evaluation Criteria

The proposals will be adjectivally rated using information submitted by the Offerors on the four technical evaluation factors below. All evaluation factors other than price, when combined, will be considered significantly more important than the evaluated price.

- (1) Past Performance
- (2) Technical and Management Approach
- (3) Key Personnel and Organizational Structure
- (4) Relevant Experience

Past Performance and Technical and Management Approach will be considered equal in importance and, when combined, are significantly more important than Key Personnel and Organizational Structure and Relevant Experience. Key Personnel and Organizational Structure is considered more important than Relevant Experience.

# Closing

- Thank you for attending!
- Please stay seated for the Site Tour Logistical instructions