

Moab Remedial Action Contract – Final Request for Proposal, Industry Questions and Answers Posting No. 3

Solicitation Number 89303320REM000066

#	RFP Section/ Sub-section	Subject/Title	Industry Comment/Question	Response
95	B.11	Limitation of Government's Obligation (Applies to FP Task Orders only)	Will DOE reconsider limiting its financial liability for a Termination for Convenience to only the amount incrementally funded for an individual Task Order? The Moab contractor is going to need to enter into large dollar fixed price subcontract that involve significant mobilization and demobilization costs. If a Task Order is terminated and the contractor is not able to be reimbursed for its full termination costs, a small business subcontractor will not have the financial capability to sustain such a financial loss.	This clause is consistent with current DOE policy per Acquisition Letter (AL) 2015-01R Rev. 1. The policy is available for viewing at: <a href="https://www.energy.gov/management/downloads/acquisition-letter-no-al-2015-01r-rev-1">https://www.energy.gov/management/downloads/acquisition-letter-no-al-2015-01r-rev-1</a>
96	C.4.2	Waste Management	Does the site have a Radiological Free-Release Plan? If so, please provide.	Yes. The awardee shall develop a Radiological Free-Release plan that is compliant with 10 CFR 835 and DOE O 458.1. Current plan will be made available after award.
97	C.4.2.1	Excavation of buried debris	Have buried debris locations have been identified at Moab both in the pile and non-pile areas – i.e. where are the Autoclaves and other debris located underground on-site.	For planning purposes, Offerors may view , "Letter to FCD, Subject: 'RE: CALCULATIONS OF THE LIFTING EQUIREMENTS AND SAFETY CONSIDERATIONS FOR REMOVAL OF BURIED AUTOCLAVES FROM THE MOAB TAILINGS PILE', dated October 15, 2015" which is posted on the procurement website under the Documents Library tab. More information should be available at time of negotiations of an autoclave Task Order.
98	C.4.2.6	Disposal Cell Excavation and Construction	Please provide a current status of the Crescent Junction Disposal Cell excavation and construction activities detailing, A) remaining construction phases and B) existing disposal cell volume available for waste placement.	There is one phase remaining to the cell excavation activities (Phase 4) as identified in the RAP. 750,000 CY remain to be excavated. There remains 500,000 CY available for waste placement in the existing disposal cell. The Project/ Schedule Assumptions listed in Attachment L-8 will be amended to require this assumption in all Closure Strategies.
99	C.4.2.6	Disposal Cell Excavation and Construction	When does cell expansion/additional cell construction start? What is the expected timeframe for cell construction?	There is one phase remaining to the cell excavation activities (Phase 4) as identified in the RAP. 750,000 CY remain to be excavated. There remains 500,000 CY available for waste placement in the existing disposal cell. The Project/ Schedule Assumptions listed in Attachment L-8 will be amended to require this assumption in all Closure Strategies.

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100	4.4.3.c	C.4.4.3 Site Support	<p>The RFP states, "Provide personal protective equipment (PPE) (hard hats, safety glasses, and safety vests) as appropriate, for workers, and at least 10% of Contractor owned PPE for DOE, other contractors, and visitors who require access to site areas. DOE and other visitors may require access to site areas an average of twenty-five visits per month."</p> <p>In addition the Industry Day materials, "CJ Site Tour Script Final" document #36. Operations – Soil Density Testing, states, "The current practice is that technicians use a contractor-owned Troxler soil density instrument to check the compaction per the Remedial Action Inspection Plan."</p> <p>Will the Government please clarify where contractor-owned facilities, equipment, and materials should be priced? Also, will the Government provide a list of required contractor-owned facilities, equipment, and/or facilities, as well as an estimated cost/quantity?</p>	<p>Attachment J-5 is the list of GFP. Attachment J-5 includes the Troxler soil density instrument. Moab RAC's Final RFP specifies all of the requirements for the Moab RAC procurement, and shall take precedence over the Site Tour contents in the event of any conflicting information. Pricing of contractor-owned property is not being solicited at this time.</p>
101	H.2 (f) and H.5(d)(2)	DOE-H-2001 Employee Compensation: Pay and Benefits	<p>What is purpose/intent of stating "non-incumbent employees are new hires"? Will DOE provide a definition or reference/citation of what constitutes a "market based" pay and benefits package? As written this is too subjective a standard.</p>	<p>1) The RFP's stated purpose/ intent of Section H.2 is to provide definitions for use with Sections H.4 and H.7 regarding workforce transfer. These clauses at H.4 and H.7 apply to both Fixed-Price and Cost-Reimbursement TOs, including the RFP's Transition TO. Section H.5, DOE-H-2001 (Tailored), paragraph (d), applies to Cost-Reimbursement Task Orders only in this RFP. The purpose/ intent of restating the same definition at H.5(d)(2), therefore, is to extend the definition's applicability to this clause paragraph. Under all of these clauses, "Non-Incumbent Employees" means new hires, that is to say, employees other than Incumbent Employees who are hired by the Contractor after the Government's privity of contract changes from the incumbent to a new contractor.</p> <p>2) "Market based" is defined in H.5(d)(2) to mean: "competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements".</p>

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102	H.4	Current Moab Employee Head Count	What is the size of the employee population covered under this contract in terms of incumbent exempt employees and incumbent employees covered under Service Contract Labor Standards? What is the number of full time employees and subcontract employees?	Information will be included in an upcoming amendment under Section L-6.
103	H4(2)(iii)(c)	Workforce Transition	Please confirm that upon award, DOE will provide a list of all previous staff who would be eligible for preferential rehire, along with their qualifications and previously held positions?	The incumbent employees are all eligible to be hired by the new contractor per the Preference in Hiring language in H.4. It is up to the new contractor to determine the positions, skills and qualifications and the number of individuals to hire to support the PWS. The new contractor will coordinate exchange of information with the incumbent contractor during the transition period.
104	H5	Employee Compensation	Please confirm that Contractor Employee Compensation Plan and Total Compensation Plans are not required until after award.	These two deliverables are not required until a Cost Reimbursable task order is contemplated under the IDIQ.
105	H5(d)(1)(ii)	Employee Compensation	Please provide details of the total benefit package currently provided so Offerors can ensure compliance with providing a consistent package.	The incumbent contractor's website provides a list of benefits provided by the contractor.
106	H5(d)(1)(ii)	Employee Compensation	Please provide details of any existing pension plan or confirm that offering a 401(k) plan will be an adequate substitute.	The incumbent contractor does not sponsor or manage a defined benefit pension plan. Therefore, there is no requirement for the new contractor to provide the same. The new contractor's benefit program is required to comply with H.5(d)(1)(ii) and H.5(d)(2) for Cost Reimbursement Task Orders only.
107	H5(d)(3)	Cash Compensation	Please confirm that compensation increase plans will not be required as part of an Offeror's proposal response.	A compensation increase plan is not required until a Cost Reimbursable Task Order is awarded.
108	H5(g)(1)	Basic Requirements	Please provide specific information regarding any existing pension plan or other benefits plan to which the successful Offeror will be required to become a sponsor.	The incumbent contractor does not sponsor or manage a defined benefit pension plan. The incumbent contractor's current benefits are found on their website.

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109	H.6(a)(1)	Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits	<p>This paragraph addresses the fact that for Incumbent Employees the Contractor shall carry over the length of service credit from the Incumbent Contractor for purposes of determining rates of accruing leave." The clause is silent on "non-incumbent," "new hires", most specifically, new hires who are corporate/affiliate employees coming to work at MOAB who carry with them corporate service credits for accruing leave - a long standing corporate policy in virtually every company which permits employees to move/be reassigned to other corporate locations without loss of service credit. (1) Please confirm it is not DOE's intent to classify these corporate transfers/hires as "new hires" who carry with them no service credit for leave accrual. (2) Also please confirm that on such a transfer/ reassignment, that leave balances do not have to be cashed out by the losing organization and that the funds for the leave balance can be transferred to the MOAB contractor. (3) Please provide the reference to "applicable law" governing carrying forward of service credit for leave purposes? For reference - please refer to NNSA Supplemental Directive NA SD O 350.1 providing for carrying forward of service credits for corporate service and significant carrying forward of credit for service for multiple benefits with service under DOE and NNSA site contracts.</p>	<p>The contractor will be required to propose recognition of service credit for corporate/parent affiliates or new hires including any proposal for recognition of accrual of leave for DOE approval.</p>
110	H.8 (b)	Environmental Compliance	<p>Section H.48 (b) states three permit scenarios, where the contractor is the sole permittee; where the Contractor and DOE are joint permittees; and where multiple contractors are permittees. Attachment J-2, Table J-3 – September 2020 RAC Permits and Agreements, cites the U.S. Department of Energy and Distribution as those to whom permits and/or agreements are issued.</p> <p>a) Are these permits joint and/or multiple permittees?</p> <p>b) In the alternative, are these permit and agreements listed the sole responsibility of the RAC?</p>	<p>Application of Section H.48 to Attachment J-2 is clarified as follows: see column "Issued To" in Attachment J-2 (Table J-3). All permittees listed in this column that are not DOE fall under Section H.48 subparagraph (b)(1), "Contractor as Sole Permittee". All permittees that are DOE fall under (b)2). The row where "Distribution" was listed in the column will be removed via amendment.</p>

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Solicitation Number 89303320REM000066

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111	H.14 and Attachment L-1	Performance Guarantee	In the case of a JV, it is clear that both Members of the JV shall assume joint and several liability. Should we edit Attachment L-1 such that this is clear and such that both parties sign this agreement, or is a signatory from the JV company adequate?	Consistent with Section H.14, 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-4. As such, each member of the JV shall submit a fully executed Attachment L-1, Performance Guarantee Agreement.
112	H.22	DOE-H-2043 Assignment and Transfer of Prime Contracts and Subcontracts	Please confirm that upon assignment of any incumbent contractor's subcontract(s), the successor MOAB contractor is not liable for any defects in the subcontracts or liable for previously incurred or perceived unreasonable/unallowable costs.	DOE will review recommendations and/or suggestions on individual transfers when submitted in writing to the CO prior to the transfer or assignment, as specified in the clause.
113	Attachment J.2 (page J-2-1 and J- 2-2)	List of RAC Permits and Agreements	Four Permits & Licenses have exceeded their expiration dates. They are: Agreement Nos. 29574 - License Grand County UT. License to conduct environmental restoration at 2021 N. Highway 191, Grand County Utah; 12446321-004-SFU - Utah special permit. Required for qualified motor vehicles or bulk storage fuel, annual renewal completed 11/14/18 (expired 12/31/2020) (expired 12/31/2020); Folder No. 2538-89 - Track Lease of Main Cane Creek Line for Tailings load out, Agreement grants right to use main rail line at EmKay Mile Post 28.0, Cane Creek Subdivision, Moab, UT, for the DOE UMTRA Project (expired 1/6/2020) and Folder 2537-13 - Railroad Lease of UPRR Land @ Rail Load Out Bench, Supplemental agreement approved 4/14/15; lease amendment for berm/wall effective 4, 2015. If these agreements/permits have expired, may the bidders assume the need for renewal is no longer warranted? Can the Offerors assume that all permits and agreements needed to perform work will be in place and active?	An updated Attachment J-2 containing Expiration Dates for these permits will be provided in a forthcoming amendment.
114	Attachment J-5	Equipment condition codes	Please provide a description for each of the condition codes for the equipment included in Table J-5.	The following condition codes are defined as: 1 = unused good, 4 = used good, 7 = repairs needed, X = salvage
115	Attachment J-6	List of Structures and Facilities	Would the government identify what property is in the radiologically controlled area and what is not?	See Documents Library and Moab UMTRA Project/ Project Documents websites' various documents (e.g. Figure 2. Moab Site Features, page 3, Moab UMTRA Project Moab Site Fugitive Dust Control Plan, DOE-EM/GJ2072). Further information will be provided after contract award.

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Solicitation Number 89303320REM000066

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116	J-8	Service Contract Labor Standards	There are multiple SCLS wage determinations for a number of labor categories provided by DOE. Can DOE clarify the SLCS WD for each category where there are multiple WDs? For example, there are multiple Truck Driver Wage Determinations – Truck Driver Heavy Construction at \$12.00, Truck Driver Utah WD (2015-5497) at 23.64, and the Hazardous Waste Truck Driver WD (1996-0224), which DOE has not included in the RFP at \$26.30. It is our understanding that the incumbent contractor is currently compensating craft personnel under the Hazardous Waste WD.	The RFP includes two SCLS wage determinations: one for Colorado and one for Utah. In addition, the RFP includes two DBA wage determinations: one for Building and one for Heavy. The applicability of each wage determination is dependent on the type of work performed and the location of the work performed. The wage determinations will be updated, if necessary, upon award.
117	Attachment J-10	Project Services	Will existing services/contracts (e.g. site security, fuels/oils/lubes/coolants, equipment and vehicle leases, rad and non-rad PPE laundering and others) be novated to the new contract or will they have to be established by the new contractor?	The decision to novate or establish new subcontracts is between the subcontractor, the awardee, and the incumbent contractor, consistent with the terms and conditions of this contract.
118	Attachment J-12	Equipment maintenance	Attachment J-12 provides the list of GFE and their maintenance frequency requirements. Most of the information (current reading, next cycle, units left, etc.) in the schedule summary is repetitive (i.e., same hours for a piece of equipment under current reading for all maintenance hour requirements). At a minimum, it is requested that DOE provide an updated and accurate schedule summary of the current hours for each piece of equipment and the most recent maintenance date, and the maintenance requirements for each interval.	Development of these procedures is the role of the awardee's property management system under Section I clause FAR 52.245-1, Government Property, paragraph (b), Property management. See also paragraphs (f)(1)(ix) and (h)(1)(iii) therein. Historical maintenance records and information will be provided during contract Transition.
119	Attachment J-12	Maintenance Requirements and Frequencies	Is a system/database being used to track preventative maintenance requirements and frequencies for equip. and buildings? If so, what system is being used.	Yes. The current RAC contractor uses a software program called Manager Plus, but the contract awardee is not required to use that software.
120	Attachment J-14	Equipment maintenance	Although Attachment J-14 lists the last maintenance data for each of the containers, no maintenance frequency is listed including when inspections have been performed. Please list the frequencies and maintenance requirements for the containers including labor and eqpt/material resource requirements.	Development of these procedures is the role of the awardee's property management system under Section I clause FAR 52.245-1, Government Property, paragraph (b), Property management. See also paragraphs (f)(1)(ix) and (h)(1)(iii) therein. Historical maintenance records and information will be provided during contract Transition.

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121	Attachment J-15	Implementation, Sec. C.3	Performance Measure Identifier 1.B states that 83,333 tons/month needs to be shipped and placed. Does UMTRA have any weather limitations for operations (e.g. winds over a certain mph require operations to pause)?	There are currently operations limitations for weather (wind, lightning) for certain Moab UMTRA Operations and are detailed in the current contractor's Health and Safety Plan. Other non-weather related safety restrictions to operations are covered under the current RAC contractors operations plans and procedures. Those are governed by applicable laws and regulations described in the RFP.
122	L.10 (f)	L.10 DOE-L-2001 Proposal Preparation Instructions – General (Oct 2015) Alternate I and Alternate II (Oct 2015) (Revised) (f) Proposal specifications.	What is the current spend for equipment maintenance and fuel? The schedule reflects quite a few pieces of equipment over 10,000 hours, so the offeror would like to very accuracy.	Development of these procedures is the role of the awardee's property management system under Section I clause FAR 52.245-1, Government Property, paragraph (b), Property management. See also paragraphs (f)(1)(ix) and (h)(1)(iii) therein. Historical maintenance records and information will be provided during contract Transition.
123	L.11 (a) (2)	Teaming Subcontractor	The referenced clause defines a Teaming Subcontractor as one performing work that is incorporated into the offerors management proposal AND planned to perform PWS Element C.4.4.6 or planned to perform at least \$4M annually. L.17 (b) (5) directs offerors to complete the L.6 DPLH labor rate table assuming all labor hours are self-performed (i.e. by the Offeror). How will DOE validate that a proposed teaming subcontractor will perform PWS element 4.6.6 and/or perform \$4M annually if that subcontractor's hours and costs are not reflected in the appropriate labor categories in the cost proposal?	The Government will use the Offeror's Past Performance Reference Information form (RFP Attachment L-3), box #14 therein, to validate Teaming Subcontractors meet the definition established at Section L.11(a)(2). To perform this validation, either: A) The Government will use the Offeror's entry in box #15 of Attachment L-3 to validate whether or not the Teaming Subcontractor is planned to perform PWS Element C.4.4.6 (radcon); or, B) Within box #14 on the L-3 form, the Offeror will state the approximate average annual value (in \$) proposed to be performed by each entity, and DOE will rely on this information during the evaluation. A forthcoming amendment will adjust Attachment L-3 so that, instead of a percentage, a dollar value is required to be entered in box #14.

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124	L.11 (c) (4) (f) (3)	Print type for non paragraph content	<p>The RFP states "Paragraph text shall be 12 point or larger, single spaced, using Times New Roman font, including paragraph text in the Section L attachments (including Attachment L-3, "Past Performance Reference Information Form").... Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 9 point or larger using Times New Roman or Arial font."</p> <p>Please confirm that a 9 point font can be used in the tabular elements of Attachment L forms as described by the RFP above, whereas a 12 point font is required for the paragraph text portions in Attachment L forms.</p>	Correct, 9-point font may be used in tabular elements of Attachment L forms. However - Offerors should note that Attachment L-3 is formatted in 12-point font, and blocks of text written in paragraph form within a table is still considered to be paragraph text.
125	L.16	Paragraph (b)	Paragraph (b) states that the schedule "...shall be limited to only the work scope described in PWS Sections C.4.2 (except C.4.2.3 and C.4.2.8), C.4.3, and C.05 paragraphs c through k." Is it DOE's intent to exclude sub-pile/off-pile characterization, excavation, and disposal as well as Final Status Survey Plans, reports, transfer of property and operations, etc. per paragraphs a, b, l, m, n, o, and p of Section C.05?	<p>A schedule is required at L.16(b) to illustrate a portion of the Closure Strategy. That portion includes all paragraphs within C.4.2 (Waste Management), C.4.3 (Transportation), and C.05 (Site Restoration and Closure). However, the schedule is also required to exclude certain paragraphs of C.4.2 (Waste Management). Those excluded paragraphs (dust control) are all listed as follows:</p> <ul style="list-style-type: none"> <li>-C.4.2.3</li> <li>-C.4.2.8. In addition:</li> </ul> <p>The schedule required at L.16(b) is also required to exclude certain paragraphs of C.05. Those excluded paragraphs are all listed as follows:</p> <ul style="list-style-type: none"> <li>-C.05.a [but see C.4.2.1(a)]</li> <li>-C.05.b (but see C.4.2.5)</li> <li>-C.05.l</li> <li>-C.05.m</li> <li>-C.05.n</li> <li>-C.05.o</li> <li>-C.05.p</li> </ul>
126	Attachment L-8	Plans	Is a Fire Protection Program in place and available to "blue sheet" during transition?	Yes.
127	Attachments L-7 and L-8	Plans	Is Attachment L-7 Emergency Management Program Plan the same as Attachment L-8 Emergency Readiness Assurance Plan?	No. Per DOE O 151.1 D, the Emergency Management Program Plan pertains to program management and the Emergency Readiness Assurance Plan pertains to completed and projected site activities. Please review DOE O 151 CRDs.

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128	Cover letter	Documents Library	The document entitled “SRK Consulting, 2000. Tailings Dewatering Options, prepared by Steffan, Robertson, and Kirsten, Lakewood, Colorado. Moab EIS / MOA 00281” could not be located in the Reading Room. Please provide this document and any update to tailing dewatering options that have been employed.	This is available electronically and a new copy will be placed in the Grand County Library.
129	Cover letter	Documents Library	Are there any drawings, pictures and/or technical data for the Autoclaves?	For planning purposes, Offerors may view the Documents Library, "Letter to FCD, Subject: 'RE: CALCULATIONS OF THE LIFTING REQUIREMENTS AND SAFETY CONSIDERATIONS FOR REMOVAL OF BURIED AUTOCLAVES FROM THE MOAB TAILINGS PILE', dated October 15, 2015". More information should be available at time of negotiations of an autoclave Task Order.
130	Cover letter	Documents Library	Please provide a copy of the current Baseline Schedule.	DOE will not provide this information as it is not considered necessary for proposal preparations. For proposal preparation purposes, Closure Strategies should provide a schedule that sequences the work scope described in the PWS Sections C.4.2 (except C.4.2.3 and C.4.2.8), C.4.3, and C.05 paragraphs c through k. Post-award, during Lifecycle Baseline development pursuant to PWS Section C.2.1 and the partnering concept of the End State Contract Model, available historical information will be provided, and more details, new assumptions, and revisions/ updates to Closure Strategies may be negotiated.
131	Cover letter	Documents Library	Please provide the most current copy of the Tailings Pile Management Plan.	DOE will not provide this information as it is not considered necessary for proposal preparations.
132	Cover letter	Documents Library	Please provide the most current Facilities and Grounds Maintenance Plan.	DOE will not provide this information as it is not considered necessary for proposal preparations.
133	L.17 and questions 32 and 42	Labor Rates	The RFP states on page L-23 Section L.17 paragraph b(5): “For proposal purposes, the offer shall assume all labor hours provided...will be self-performed; therefore, the labor shall be priced using the Prime’s indirect rates only.” Answer to question 42 states that the rates in L-6 will be copied into J-13 at award. Answer to question 32 states subcontractors are able to submit a separate pricing proposal. Please clarify: what information are our subcontractors required to provide?	For proposal purposes the offeror shall assume all labor hours will be self-performed and as such the labor shall be priced using only the Prime Offerors indirect rates. Question 32's response is meant for JV member companies in the event an Offeror is an unpopulated JV. Each JV Member company may submit its proposal separately. The Offeror shall complete the L-6(b) table, utilizing additional lines for those labor categories in which multiple JV member companies will provide DPLH.

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134	L.17 Proposal Preparation Instructions, Volume III – Cost and Fee/Profit Proposal	Costing of contractor equipment currently on site	Based upon our knowledge of the project, the incumbent contractor owns a significant amount of equipment that is currently deployed to the CJ and Moab sites. In order to capture this cost, will DOE provide a lump sum for offeror's to bid as a transition cost considering we are required to continue operations immediately post transition?	No.
135	L.17(b)(5)	Pricing Key Personnel on L-6c	In order for DOE to compare apples to apples for Key Personnel, will DOE consider only evaluating the 3 required Key Personnel. For example, L-6c will include pricing for all key personnel, but only the total for the 3 required personnel will be included in the roll up L-6 form.	<p>The Offeror must propose the KP it believes will be best for its proposal. The RFP does not bias the evaluation to a certain number of KPs.</p> <p>The Cost and Fee/Profit volume of the proposal will be evaluated using various available FAR 15.404-1 techniques, following the FAR 15.402(a) order of obtaining comparable data.</p> <p>Per L.17(b)(4), "The Offeror shall propose the total annual compensation, exclusive of bonuses paid from fee, and the associated fringe benefits for proposed Key Personnel" (all of them).</p>