

**OAK RIDGE RESERVATION CLEANUP CONTRACT – FINAL REQUEST FOR PROPOSAL
AMENDMENT 1 TO SOLICITATION 89303319REM000047**

Solicitation 89303319REM000047 is hereby amended as documented below and incorporates the changes in the conformed copy of the solicitation. All other sections of the Final RFP remain unchanged.

Amendment 0001 to Solicitation No. 89303319REM000047

RFP Section Reference	Final RFP Posting				Amendment 1 Posting			
I.55 (FAR Reference 52.219-28)	I.55	52.219-28	Post-Award Small Business Program Re-representation (Nov 2020)	(g) [Offeror Fill-in]	I.55	52.219-28	Post-Award Small Business Program Re-representation (Nov 2020)	(h) [Offeror Contractor Fill-in, as applicable]
H.7 Workforce Transition and Benefits Transition: Plans and Timeframes	H.7 Workforce Transition and Benefits Transition: Plans and Timeframes (a) Workforce Transition Plan. The Contractor shall submit a Workforce Transition Plan for CO approval, describing in detail the Contractor’s plans and procedures as to how the Contractor will comply with the hiring preferences set forth in Clause H.4, <i>Workforce Transition and Employee Hiring Preferences Including through Period of Performance</i> , and Section I Clause DEAR 952.226-74, <i>Displaced Employee Hiring Preference</i> . The Workforce Transition Plan shall also detail the Contractor’s plan for incorporating, if applicable, multiple unions with separate bargaining agreements. Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes: (1) Within ten days after Notice to Proceed, the Contractor shall: (i) Provide the CO with a list of Contractor personnel who will be responsible for transitioning the employees of the Incumbent Contractor and for development of the transition agreements, including specifically the personnel responsible for ensuring that the Contractor complies with the National Labor Relations Act and Clause H.9, <i>DOE-H-2028 Labor Relations</i> , and contact information for the above personnel; (ii) Submit to the CO a description of any and all transition agreements that it intends to enter into with the Incumbent Contractor to ensure compliance with Clause H.4, <i>Workforce Transition and Employee Hiring Preferences Including through Period of Performance</i> ; (iii) Establish and submit to the CO a draft communication plan detailing the communication the Contractor and its subcontractors will engage in with their prospective employees and any labor organizations representing those employees, regarding implementation of the requirements set forth in Clauses H.4, <i>Workforce Transition and Employee Hiring Preferences Including through Period of Performance</i> and H.5, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i> . (iv) Obtain information from the Incumbent Contractor(s), identifying the Incumbent Employees and Grandfathered Employees as defined in Clause H.3, <i>Definitions</i> . (v) Submit to the CO a description of the process for regularly obtaining updated information from the Incumbent Contractor regarding the Incumbent Employees throughout the Contract Transition Period.				H.7 Workforce Transition and Benefits Transition: Plans and Timeframes (a) Workforce Transition Plan. The Contractor shall submit a Workforce Transition Plan for CO approval, describing in detail the Contractor’s plans and procedures as to how the Contractor will comply with the hiring preferences set forth in Clause H.4, <i>Workforce Transition and Employee Hiring Preferences Including through Period of Performance</i> , and Section I Clause DEAR 952.226-74, <i>Displaced Employee Hiring Preference</i> . The Workforce Transition Plan shall also detail the Contractor’s plan for incorporating, if applicable, multiple unions with separate bargaining agreements. Notwithstanding timeframes identified elsewhere in the Contract, the Contractor shall perform the following activities in the specified timeframes: (1) Within ten days after Notice to Proceed, the Contractor shall: (i) Provide the CO with a list of Contractor personnel who will be responsible for transitioning the employees of the Incumbent Contractor and for development of the transition agreements, including specifically the personnel responsible for ensuring that the Contractor complies with the National Labor Relations Act and Clause H.9, <i>DOE-H-2028 Labor Relations</i> , and contact information for the above personnel; (ii) Submit to the CO a description of any and all transition agreements that it intends to enter into with the Incumbent Contractor to ensure compliance with Clause H.4, <i>Workforce Transition and Employee Hiring Preferences Including through Period of Performance</i> ; (iii) Establish and submit to the CO a draft communication plan detailing the communication the Contractor and its subcontractors will engage in with their prospective employees and any labor organizations representing those employees, regarding implementation of the requirements set forth in Clauses H.4, <i>Workforce Transition and Employee Hiring Preferences Including through Period of Performance</i> and H.5, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i> . (iv) Obtain information from the Incumbent Contractor(s), identifying the Incumbent Employees and Grandfathered Employees as defined in Clause H.3, <i>Definitions</i> . (v) Submit to the CO a description of the process for regularly obtaining updated information from the Incumbent Contractor regarding the Incumbent Employees throughout the Contract Transition Period.			

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	<p>(2) Within 15 days after Notice to Proceed, the Contractor shall:</p> <ul style="list-style-type: none"> (i) Submit to the CO copies of the draft Workforce Transition Plan for the Contractor and its first and second tier subcontractors, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in Clause H.4, <i>Workforce Transition and Employee Hiring Preferences Including through Period of Performance</i> and with the requirements of Clause H.9, <i>H-2028 Labor Relations</i>, as applicable. (ii) Establish and provide a copy to the CO of its final written communication plan regarding: <ul style="list-style-type: none"> (A) Implementation of the hiring preferences in Clause H.4, <i>Workforce Transition and Employee Hiring Preferences Including through Period of Performance</i>; and (B) The communication process among DOE, site tenants and, if applicable, labor organizations representing Incumbent Employees. <p>(3) Within 30 days after Notice to Proceed, the Contractor shall provide to the CO a copy of the final WF Transition Plan described in paragraph (a) above.</p> <p>(4) Within 60 days after Notice to Proceed, the Contractor shall provide to the CO copies of the final transition agreements described in paragraph (a)(1)(ii) above.</p> <p>(5) The Contractor shall submit reports to the CO regarding the Contractor’s and its subcontractors’ implementation of the hiring preferences required by Clause H.4, <i>Workforce Transition and Employee Hiring Preferences Including through Period of Performance</i>, in accordance with the timeframes set forth below. These reports shall include the following information: employee, hire date or anticipated hire dates; and, where applicable, the Incumbent Contractor or subcontractor that employed the employee and the Contractor or subcontractor that hired the employee.</p> <ul style="list-style-type: none"> (i) During the 90 day Contract Transition Period, such reports shall be provided to the CO on a weekly basis; or (ii) On a less frequent basis, if requested by the CO. <p>(6) The Contractor shall implement the transition activities as set forth in the approved transition plan and such other transition activities as may be authorized or directed by the CO.</p> <p>(b) Benefits Transition Plan.</p>	<p>(2) Within 15 days after Notice to Proceed, the Contractor shall:</p> <ul style="list-style-type: none"> (i) Submit to the CO copies of the draft Workforce Transition Plan for the Contractor and its first and second tier subcontractors, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in Clause H.4, <i>Workforce Transition and Employee Hiring Preferences Including through Period of Performance</i> and with the requirements of Clause H.9, <i>H-2028 Labor Relations</i>, as applicable. (ii) Establish and provide a copy to the CO of its final written communication plan regarding: <ul style="list-style-type: none"> (A) Implementation of the hiring preferences in Clause H.4, <i>Workforce Transition and Employee Hiring Preferences Including through Period of Performance</i>; and (B) The communication process among DOE, site tenants and, if applicable, labor organizations representing Incumbent Employees. <p>(3) Within 30 days after Notice to Proceed, the Contractor shall provide to the CO a copy of the final WF Transition Plan described in paragraph (a) above.</p> <p>(4) Within 60 days after Notice to Proceed, the Contractor shall provide to the CO copies of the final transition agreements described in paragraph (a)(1)(ii) above.</p> <p>(5) The Contractor shall submit reports to the CO regarding the Contractor’s and its subcontractors’ implementation of the hiring preferences required by Clause H.4, <i>Workforce Transition and Employee Hiring Preferences Including through Period of Performance</i>, in accordance with the timeframes set forth below. These reports shall include the following information: employee, hire date or anticipated hire dates; and, where applicable, the Incumbent Contractor or subcontractor that employed the employee and the Contractor or subcontractor that hired the employee.</p> <ul style="list-style-type: none"> (i) During the 90 day Contract Transition Period, such reports shall be provided to the CO on a weekly basis; or (ii) On a less frequent basis, if requested by the CO. <p>(6) The Contractor shall implement the transition activities as set forth in the approved transition plan and such other transition activities as may be authorized or directed by the CO.</p> <p>(b) Benefits Transition Plan.</p>

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	<p>(1) The Contractor shall submit a draft Benefits Transition Plan for the approval of the CO, as set forth herein.</p> <p>(i) A detailed description of the Contractor’s plans and procedures showing how the Contractor will comply with Clauses H.5, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>; H.6, <i>Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits</i>; and this Paragraph (b).</p> <p>(ii) A detailed description of the Contractor’s policies regarding pensions and other benefits for which the Department reimburses costs under this Contract, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.</p> <p>(iii) A written description of how pension and other benefit plans provided to employees pursuant to Clauses H.5, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i> and H.6, <i>Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits</i> will be transitioned, or if needed, developed and implemented on or before the last day of the Transition Period.</p> <p>(iv) If needed, an asset transfer agreement(s) to transfer assets from the Incumbent Contractor’s MEPP to a new defined benefit plan to cover past eligibility service in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract. On or before the last day of the Transition Period the Contractor shall provide (1) a description of the necessary transactions, including but not limited to how the Contractor will address withdrawal liability issues and how the Contractor proposes to comply with the Contract and applicable law governing such transactions; and (2) a schedule for CO approval for when the benefit plan will be developed and assets transferred.</p> <p>(2) The Contractor shall perform the following activities involving benefit transition within the timeframes specified below.</p> <p>(i) Within ten days after Notice to Proceed, the Contractor shall:</p> <p>(A) Provide the CO with a list of Contractor personnel who will be responsible for the transition of existing benefit plans, and, if needed, development of new benefit plans, including specifically the personnel responsible for ensuring that the Contractor develops and implements a defined benefit pension plan and a defined contribution pension plan and contact information for the above personnel; and</p> <p>(B) Request the Incumbent Contractor and the applicable Portsmouth and Paducah Contractors to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsoring existing benefits plans and the establishment of any new benefits plans, including, if needed, the transfer of assets from the Incumbent Contractor’s existing defined pension plan and other benefit plans on or before the end of the Contract Transition Period.</p> <p>(C) Provide estimated costs and detailed breakouts of the costs to accomplish workforce and benefits transition activities within the timeframes specified, including the costs for enrolled actuaries and counsel.</p>	<p>(1) The Contractor shall submit a draft Benefits Transition Plan for the approval of the CO, as set forth herein.</p> <p>(i) A detailed description of the Contractor’s plans and procedures showing how the Contractor will comply with Clauses H.5, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>; H.6, <i>Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits</i>; and this Paragraph (b).</p> <p>(ii) A detailed description of the Contractor’s policies regarding pensions and other benefits for which the Department reimburses costs under this Contract, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.</p> <p>(iii) A written description of how pension and other benefit plans provided to employees pursuant to Clauses H.5, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i> and H.6, <i>Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits</i> will be transitioned, or if needed, developed and implemented on or before the last day of the Transition Period.</p> <p>(iv) If needed, an asset transfer agreement(s) to transfer assets from the Incumbent Contractor’s MEPP to a new defined benefit plan to cover past eligibility service in order for the Contractor to adhere to the benefits sponsorship requirements set forth in this Contract. On or before the last day of the Transition Period the Contractor shall provide (1) a description of the necessary transactions, including but not limited to how the Contractor will address withdrawal liability issues and how the Contractor proposes to comply with the Contract and applicable law governing such transactions; and (2) a schedule for CO approval for when the benefit plan will be developed and assets transferred.</p> <p>(2) The Contractor shall perform the following activities involving benefit transition within the timeframes specified below.</p> <p>(i) Within ten days after Notice to Proceed, the Contractor shall:</p> <p>(A) Provide the CO with a list of Contractor personnel who will be responsible for the transition of existing benefit plans, and, if needed, development of new benefit plans, including specifically the personnel responsible for ensuring that the Contractor develops and implements a defined benefit pension plan and a defined contribution pension plan and contact information for the above personnel; and</p> <p>(B) Request the Incumbent Contractor and the applicable Portsmouth and Paducah Contractors to provide information and documents necessary for the Contractor to adhere to the requirements set forth in this Contract pertaining to sponsoring existing benefits plans and the establishment of any new benefits plans, including, if needed, the transfer of assets from the Incumbent Contractor’s existing defined pension plan and other benefit plans on or before the end of the Contract Transition Period.</p> <p>(C) Provide estimated costs and detailed breakouts of the costs to accomplish workforce and benefits transition activities within the timeframes specified, including the costs for enrolled actuaries and counsel.</p>

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	<p>(ii) Within 15 days after Notice to Proceed, the Contractor shall provide to the CO a list of the information and documents that the Contractor has requested from the Incumbent Contractor pertaining to the existing benefit plans. The Contractor shall notify the CO on a timely basis of any issues or problems that it encounters in obtaining information or documents requested from the Incumbent Contractor. Regardless of such notification, the Contractor remains responsible under this Contract for ensuring compliance with the terms of this Contract, including the timeframes set forth in this clause and the requirements in Clauses H.5, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i> and H.6, <i>Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits</i>.</p> <p>(iii) Within 20 days of Notice to Proceed, the Contractor shall:</p> <p>(A) Submit the final draft Benefits Transition Plan; and</p> <p>(B) Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in Clauses H.5, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i> and H.6, <i>Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits</i> including requirements pertaining to the transition of existing benefit plans and, if needed, the establishment of employee benefit plans; and</p> <p>(C) Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for the Incumbent Contractor, if and when necessary. The meeting shall include the Contractor’s benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor. During such meeting, the Contractor shall discuss all matters necessary to ensure the Contractor adheres to its obligations under Clause H.5 and H.6, including execution of transition agreements with the Incumbent Contractor and other applicable entities. The minutes of the meeting as well as a written description of any substantive issues identified at the meeting shall be submitted to the CO within two days after the meeting.</p> <p>(iv) Within 30 days after Initial Notice to Proceed, the Contractor shall provide the following to the CO:</p> <p>(A) A final written Benefits Transition Plan, to include a written description of how the existing benefit plans provided to employees pursuant to Clause H.5, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i> will be amended and restated on or before the last day of the Contract Transition Period.</p> <p>(B) Draft copies of the transition agreements the Contractor will enter into with the Incumbent Contractor(s), to ensure the Contractor’s compliance with the pay and benefits requirements set forth in Clause H.5, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>; and</p> <p>(C) Drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by the Incumbent Contractor. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions for</p>	<p>(ii) Within 15 days after Notice to Proceed, the Contractor shall provide to the CO a list of the information and documents that the Contractor has requested from the Incumbent Contractor pertaining to the existing benefit plans. The Contractor shall notify the CO on a timely basis of any issues or problems that it encounters in obtaining information or documents requested from the Incumbent Contractor. Regardless of such notification, the Contractor remains responsible under this Contract for ensuring compliance with the terms of this Contract, including the timeframes set forth in this clause and the requirements in Clauses H.5, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i> and H.6, <i>Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits</i>.</p> <p>(iii)– Within 20 days of Notice to Proceed, the Contractor shall:</p> <p>(A) Submit the final draft Benefits Transition Plan; and</p> <p>(B) Submit a detailed description of its plans and processes, including timeframes and specific projected dates for accomplishment of each activity necessary to ensure compliance with the requirements set forth in Clauses H.5, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i> and H.6, <i>Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits</i> including requirements pertaining to the transition of existing benefit plans and, if needed, the establishment of employee benefit plans; and</p> <p>(C) Meet via televideo, teleconference, and/or in person with relevant personnel who administer the benefit plans for the Incumbent Contractor, if and when necessary. The meeting shall include the Contractor’s benefit plan administrators and personnel, head of human resources, ERISA counsel, actuaries, and any and all other personnel deemed necessary by the Contractor. During such meeting, the Contractor shall discuss all matters necessary to ensure the Contractor adheres to its obligations under Clause H.5 and H.6, including execution of transition agreements with the Incumbent Contractor and other applicable entities. The minutes of the meeting as well as a written description of any substantive issues identified at the meeting shall be submitted to the CO within two days after the meeting.</p> <p>(iv) Within 30 days after Initial Notice to Proceed, the Contractor shall provide the following to the CO:</p> <p>(A) A final written Benefits Transition Plan, to include a written description of how the existing benefit plans provided to employees pursuant to Clause H.5, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i> will be amended and restated on or before the last day of the Contract Transition Period.</p> <p>(B) Draft copies of the transition agreements the Contractor will enter into with the Incumbent Contractor(s), to ensure the Contractor’s compliance with the pay and benefits requirements set forth in Clause H.5, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>; and</p> <p>(C) Drafts of all amendments to or restatements of the pension and other benefit plans presently sponsored by the Incumbent Contractor. If applicable, the Contractor shall also submit all draft restated benefit plans and draft Summary Plan Descriptions for</p>

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	<p>pension and other benefit plans sponsored by the Incumbent Contractors. Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans; or</p> <p>(D) If needed, as agreed to in the final written Benefits Transition Plan in (iv) above, draft or proposed final versions of any new defined benefit and defined contribution pension plans and other benefit plans. The Contractor shall also submit draft Summary Plan Descriptions for the pension and any other benefit plans.</p> <p>(vi) No later than 45 days after Notice to Proceed and prior to the adoption or execution of those documents, the Contractor shall submit to the CO for approval the proposed final versions of the documents provided in paragraph (v) above.</p> <p>(vii) The Contractor shall respond to any comments provided by the CO under any of the above paragraphs within two days of receipt of the comments.</p> <p>(viii) After the Contract Transition Period and throughout the remaining period of performance of the Contract, the Contractor shall provide the following information promptly to the CO upon the request of the CO:</p> <p>(A) Documents relating to benefit plans offered to Contractor Employees, including but not limited to Summary Plan Descriptions, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to employees, and other documents that describe benefits provided to employees of the Contractor who perform work on this Contract, and</p> <p>(B) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in Clause H.5, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>; and</p> <p>(C) Additionally, the contractor shall provide timely data responses to Departmental annual and ad hoc pension and PRB data requests. Such data responses shall be provided within the timeframe established by the CO for each response and, if no timeframe is specified, the Contractor shall provide the data response within one calendar day.</p>	<p>pension and other benefit plans sponsored by the Incumbent Contractors. Any and all such amendments shall comply with applicable law governing such transactions and changes in sponsorship of the plans; or</p> <p>(D) If needed, as agreed to in the final written Benefits Transition Plan in (iv) above, draft or proposed final versions of any new defined benefit and defined contribution pension plans and other benefit plans. The Contractor shall also submit draft Summary Plan Descriptions for the pension and any other benefit plans.</p> <p>(vi) No later than 45 days after Notice to Proceed and prior to the adoption or execution of those documents, the Contractor shall submit to the CO for approval the proposed final versions of the documents provided in paragraph (iv) above.</p> <p>(vii) The Contractor shall respond to any comments provided by the CO under any of the above paragraphs within two days of receipt of the comments.</p> <p>(viii) After the Contract Transition Period and throughout the remaining period of performance of the Contract, the Contractor shall provide the following information promptly to the CO upon the request of the CO:</p> <p>(A) Documents relating to benefit plans offered to Contractor Employees, including but not limited to Summary Plan Descriptions, all Plan documents, applicable amendments, employee handbooks that summarize benefits provided to employees, and other documents that describe benefits provided to employees of the Contractor who perform work on this Contract, and</p> <p>(B) Any and all other documents pertaining to implementation of and compliance with implementation of the compensation and benefit programs identified in Clause H.5, <i>DOE-H-2001 Employee Compensation: Pay and Benefits</i>; and</p> <p>(C) Additionally, the contractor shall provide timely data responses to Departmental annual and ad hoc pension and PRB data requests. Such data responses shall be provided within the timeframe established by the CO for each response and, if no timeframe is specified, the Contractor shall provide the data response within one calendar day.</p>

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<p>L.10 DOE-L-2001 Proposal Preparation Instructions – General (Oct 2015) Alternate I and Alternate II (Oct 2015) (Revised)</p>	<p>(a) Definitions.</p> <p>(1) Offeror. The term “Offeror,” as used in this Section L, refers to the single entity submitting the proposal. The Offeror shall be a separate corporate entity from its parent company(s) who is set up solely to perform this Contract, in accordance with Section H clause entitled, DOE-H-2015, Separate Corporate Entity. The Offeror may be a single corporation or a “Contractor team arrangement” as defined in FAR 9.601(1), for example, a limited liability company (LLC), limited liability partnership (LLP), joint venture (JV), or similar entity or arrangement. The Offeror may be an existing or newly formed business entity. The term “newly formed entity” refers to any business entity (e.g., JV, LLP, LLC, or similar entity or arrangement) formed solely for the purpose of submitting a proposal for this procurement. Such an entity may not have a record of its own past performance due to the fact that it may have been formed recently by affiliated entities for the purpose of submitting a proposal for this procurement. The Offeror must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)</p> <p>(2) Teaming Subcontractor. A “Teaming Subcontractor” is any subcontractor that will perform work that is incorporated into the Offeror’s Technical and Management Proposal and that the prime Offeror considers necessary to enhance its team’s Technical and Management Proposal or ability to meet delivery requirements within the Master IDIQ Performance Work Statement (PWS). Teaming Subcontractors count toward fulfillment of the Section H Clause entitled, <i>Subcontracted Work</i>, requirement and other small business goals in this Contract. Teaming Subcontractors are evaluated consistent with the terms of this solicitation and thus are not subject to post-award subcontract consent pursuant to FAR 52.244-2.</p> <p>(b) Availability of the solicitation, amendments, and other documents-electronic media.</p> <p>(1) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost-effective, electronic media will be used for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at https://www.fedconnect.net. This electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties are responsible to maintain continual surveillance of the website to remain abreast of the latest available information (Offerors and other interested parties are encouraged to utilize the website’s “Notifications” feature). No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.</p> <p>(2) The solicitation, amendments, reference documents, and other communications are also available through the Environmental Management Consolidated Business Center (EMCBC) procurement website at https://www.emcbc.doe.gov/seb/orrcc/. Sensitive information, such as Official Use Only (OUO) information, will require the Offeror to complete and return a nondisclosure agreement as instructed on the procurement website.</p>	<p>(a) Definitions.</p> <p>(1) Offeror. The term “Offeror,” as used in this Section L, refers to the single entity submitting the proposal. The Offeror shall be a separate corporate entity from its parent company(s) who is set up solely to perform this Contract, in accordance with Section H clause entitled, DOE-H-2015, Separate Corporate Entity. The Offeror may be a single corporation or a “Contractor team arrangement” as defined in FAR 9.601(1), for example, a limited liability company (LLC), limited liability partnership (LLP), joint venture (JV), or similar entity or arrangement. The Offeror may be an existing or newly formed business entity. The term “newly formed entity” refers to any business entity (e.g., JV, LLP, LLC, or similar entity or arrangement) formed solely for the purpose of submitting a proposal for this procurement. Such an entity may not have a record of its own past performance due to the fact that it may have been formed recently by affiliated entities for the purpose of submitting a proposal for this procurement. The Offeror must be legally established on or before the date for submission of proposals. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)</p> <p>(2) Teaming Subcontractor. A “Teaming Subcontractor” is any subcontractor that will perform work that is incorporated into the Offeror’s Technical and Management Proposal and that the prime Offeror considers necessary to enhance its team’s Technical and Management Proposal or ability to meet delivery requirements within the Master IDIQ Performance Work Statement (PWS). Teaming Subcontractors count toward fulfillment of the Section H Clause entitled, <i>Subcontracted Work</i>, requirement and other small business goals in this Contract. Teaming Subcontractors are evaluated consistent with the terms of this solicitation and thus are not subject to post-award subcontract consent pursuant to FAR 52.244-2.</p> <p>(b) Availability of the solicitation, amendments, and other documents-electronic media.</p> <p>(1) In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost-effective, electronic media will be used for distributing the solicitation, amendments thereto, and other documents to the public. These documents will be posted via the FedConnect website at https://www.fedconnect.net. This electronic medium will constitute the official distribution method for this solicitation. All amendments and any other official communications from DOE regarding this solicitation will be posted through this medium. Offerors and all other interested parties are responsible to maintain continual surveillance of the website to remain abreast of the latest available information (Offerors and other interested parties are encouraged to utilize the website’s “Notifications” feature). No changes to this solicitation will be effective unless the changes are incorporated into the solicitation by an amendment. No other communication, whether oral or in writing, will modify or supersede the terms of the solicitation.</p> <p>(2) The solicitation, amendments, reference documents, and other communications are also available through the Environmental Management Consolidated Business Center (EMCBC) procurement website at https://www.emcbc.doe.gov/seb/orrcc/. Sensitive information, such as Official Use Only (OUO) information, will require the Offeror to complete and return a nondisclosure agreement as instructed on the procurement website.</p>

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	<p>(c) Submission of proposals.</p> <p>(1) The Offeror must be registered in FedConnect at https://www.fedconnect.net. The Offeror must also be registered in the System for Award Management at https://www.sam.gov.</p> <p>(2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form (SF) 33, <i>Solicitation, Offer and Award</i>, in Section A of this solicitation and other provisions of Section L. It is imperative that the Offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than the date and time specified in SF 33, <i>Solicitation, Offer and Award</i>, in Section A of this solicitation. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the Offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its website. Subcontractor submissions of proprietary information may provide a password protected document file to the prime and share the password with the CO. The subcontractor proposal must adhere to the proposal due date/time in the solicitation and be submitted by the prime Offeror via FedConnect.</p> <p>(3) Electronic submission of a proposal via FedConnect shall be required; however, the original, signed, hard copy submission of the proposal shall be considered the Offeror's official offer and will be considered binding.</p> <p>(4) In addition to the electronic submission of the Offeror's proposal via FedConnect, the Offeror shall submit the required number of paper and DVD/CD copies of each proposal volume as indicated in the table below. The content in the paper and electronic copies shall be identical to the content of the original, signed hard copy submission. The only exceptions are as follows:</p>	<p>(c) Submission of proposals.</p> <p>(1) The Offeror must be registered in FedConnect at https://www.fedconnect.net. The Offeror must also be registered in the System for Award Management at https://www.sam.gov.</p> <p>(2) Offerors must submit proposals electronically through FedConnect by the date and time specified in Standard Form (SF) 33, <i>Solicitation, Offer and Award</i>, in Section A of this solicitation and other provisions of Section L. It is imperative that the Offeror read and understand how to submit its proposal using the FedConnect web portal. All proposal documents required by this solicitation must be uploaded and received in their entirety in the FedConnect Responses web portal no later than the date and time specified in SF 33, <i>Solicitation, Offer and Award</i>, in Section A of this solicitation. Proposals submitted via hardcopy, email, or the FedConnect Message Center shall not be accepted or considered. Failure to submit a response that is received through the FedConnect Responses web portal by the stated time and date may result in the proposal not being considered. By submitting a proposal, the Offeror agrees to comply with all terms and conditions as set forth in this solicitation. DOE does not provide help desk assistance regarding FedConnect, and questions regarding FedConnect shall be addressed directly to FedConnect in accordance with instructions found on its website. Subcontractor submissions of proprietary information may provide a password protected document file to the prime and share the password with the CO. The subcontractor proposal must adhere to the proposal due date/time in the solicitation and be submitted by the prime Offeror via FedConnect.</p> <p>(3) Electronic submission of a proposal via FedConnect shall be required; however, the original, signed, hard copy submission of the proposal shall be considered the Offeror's official offer and will be considered binding.</p> <p>(4) In addition to the electronic submission of the Offeror's proposal via FedConnect, the Offeror shall submit the required number of paper and DVD/CD copies of each proposal volume as indicated in the table below. The content in the paper and electronic copies shall be identical to the content of the original, signed hard copy submission. The only exceptions are as follows:</p>

**OAK RIDGE RESERVATION CLEANUP CONTRACT – FINAL REQUEST FOR PROPOSAL
AMENDMENT 1 TO SOLICITATION 89303319REM000047**

Amendment 0001 to Solicitation No. 89303319REM000047

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	<p>(i) Financial statements and annual reports, shall be included in the electronic submission, DVD/CD copies, and the signed original only, and are not required to be included in the additional paper copies.</p> <p>(ii) The Offeror's 'Estimating Flat File' shall only be included in the electronic submission and DVD/CD copies. No paper (original or copy) submittal is required. The electronic version of the 'Estimating Flat File' submitted through FedConnect will constitute part of the binding offer.</p> <p>The paper copies shall be delivered and received no later than the proposal due date/time, and addressed as follows:</p> <p>MAIL TO (see table below for number of hard and electronic copies):</p> <p>U.S. Department of Energy – EMCBC Attention: LeAnn Brock, CO 550 Main Street, Room 7-173 Cincinnati, OH 45202 E-mail: leann.brock@emcbc.doe.gov Phone: (513) 246-0563</p> <p>U.S. Department of Energy – Oak Ridge Attention: John Phelps, Contract Specialist 200 Administration Road Oak Ridge, TN 37830 E-mail: john.phelps@orem.doe.gov Phone: (865) 576-1147</p> <p>Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY. RFP No. 89303319REM000047</p> <p>Note: Delivery of proposals to the above addresses should take place between the hours of 8:30 a.m. and 4:00 p.m. Eastern Time. Offerors should contact the CO or Contract Specialist, at the email and/or phone number provided above, in advance to advise of the anticipated delivery date and time.</p> <p>In addition, Offerors shall provide DVDs/CDs that are clearly labeled with the Offeror's name, Request for Proposal (RFP) number, volume number, and copy number. The proposals provided via DVDs/CDs are provided for Source Evaluation Board evaluation convenience only. In the event of a conflict, the original hard copy material takes precedence over the electronic submission.</p> <p>The original proposal shall contain signed originals of all documents requiring signatures by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.</p> <p align="center">Table L-2. Copy Requirements</p> <table border="1"> <thead> <tr> <th rowspan="2">Proposal Volume – Title</th> <th colspan="2">Number of Hard Copy Proposals Required</th> <th colspan="2">Number of DVDs/CDs Required</th> </tr> <tr> <th>EMCBC</th> <th>Oak Ridge</th> <th>EMCBC</th> <th>Oak Ridge</th> </tr> </thead> <tbody> <tr> <td>Volume I – Offer and Other Documents</td> <td>1 signed original and 1 copy</td> <td>1 copy</td> <td>1</td> <td>3</td> </tr> <tr> <td>Volume II – Technical and Management Proposal</td> <td>1 signed original and 1 copy</td> <td>1 copy</td> <td>1</td> <td>3</td> </tr> <tr> <td>Volume III – Cost and Fee/Profit Proposal</td> <td>1 signed original and 1 copy</td> <td>1 copy</td> <td>1</td> <td>3</td> </tr> </tbody> </table>	Proposal Volume – Title	Number of Hard Copy Proposals Required		Number of DVDs/CDs Required		EMCBC	Oak Ridge	EMCBC	Oak Ridge	Volume I – Offer and Other Documents	1 signed original and 1 copy	1 copy	1	3	Volume II – Technical and Management Proposal	1 signed original and 1 copy	1 copy	1	3	Volume III – Cost and Fee/Profit Proposal	1 signed original and 1 copy	1 copy	1	3	<p>(i) Financial statements and annual reports, shall be included in the electronic submission, DVD/CD copies, and the signed original only, and are not required to be included in the additional paper copies.</p> <p>(ii) The Offeror's 'Estimating Flat File' shall only be included in the electronic submission and DVD/CD copies. No paper (original or copy) submittal is required. The electronic version of the 'Estimating Flat File' submitted through FedConnect will constitute part of the binding offer.</p> <p>The paper copies shall be delivered and received no later than the proposal due date/time, and addressed as follows:</p> <p>MAIL TO (see table below for number of hard and electronic copies):</p> <p>U.S. Department of Energy – EMCBC Attention: LeAnn Brock, CO 550 Main Street, Room 7-173 Cincinnati, OH 45202 E-mail: leann.brock@emcbc.doe.gov Phone: (513) 246-0563</p> <p>U.S. Department of Energy – Oak Ridge Attention: John Phelps, Contract Specialist 200 Administration Road Oak Ridge, TN 37830 E-mail: john.phelps@orem.doe.gov Phone: (865) 576-1147</p> <p>Shipping materials shall be marked as follows: TO BE OPENED BY ADDRESSEE ONLY. RFP No. 89303319REM000047</p> <p>Note: Delivery of proposals to the above addresses should take place between the hours of 8:30 a.m. and 4:00 p.m. Eastern Time. Offerors should contact the CO or Contract Specialist, at the email and/or phone number provided above, in advance to advise of the anticipated delivery date and time.</p> <p>In addition, Offerors shall provide DVDs/CDs that are clearly labeled with the Offeror's name, Request for Proposal (RFP) number, volume number, and copy number. The proposals provided via DVDs/CDs are provided for Source Evaluation Board evaluation convenience only. In the event of a conflict, the original hard copy material takes precedence over the electronic submission.</p> <p>The original proposal shall contain signed originals of all documents requiring signatures by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.</p> <p align="center">Table L-2. 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AMENDMENT 1 TO SOLICITATION 89303319REM000047**

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	<p>(d) Solicitation instructions and proposal information.</p> <p>(1) Proposals are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. The Government will not assume that an Offeror possesses any capability unless set forth in the proposal. This applies even if the Offeror has existing contracts with the Federal Government, including DOE.</p> <p>(2) These instructions are not evaluation factors. Evaluation factors are set out in Section M, <i>Evaluation Factors for Award</i>, of this solicitation. However, failure to provide the requested information may make an Offeror ineligible for award or adversely affect the Government's evaluation of an Offeror's proposal. In addition, a proposal will be eliminated from further consideration before the initial rating if the proposal is deficient as to be totally unacceptable on its face. A proposal will be deemed unacceptable if it does not represent a reasonable initial effort to address itself to the material requirements of the solicitation, or if it does not substantially and materially comply with the proposal preparation instructions of this solicitation. Cursory responses or responses which merely repeat or reformulate the solicitation will not be considered responsive to the requirements of the solicitation. In the event that a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.</p> <p>(e) Proposal volumes and page limitations.</p> <p>(1) The overall proposal shall consist of separate volumes, organized and individually entitled as stated below, with the following page limitations:</p> <p>(i) Volume I, <i>Offer and Other Documents</i> - No page limit.</p> <p>(ii) Volume II, <i>Technical and Management Proposal</i> - See page limitations identified in each factor.</p> <p>(iii) Volume III, <i>Cost and Fee/Profit Proposal</i> - No page limit.</p> <p>(2) All attachments, annexes, and appendices shall be counted toward any page limitation set forth below, unless otherwise stated. The following do not count toward the page limitations: table of contents, title pages, glossary, divider tabs, and blank pages. Those pages that exceed the limits set forth in each evaluation factor below will not be considered in the evaluation; page counting will begin with the first page of each volume and continue up to the page limitation. No material may be incorporated by reference as a means to circumvent the page limitations.</p> <p>(3) Except as may be provided elsewhere in the solicitation, Offerors shall not cross reference to other volumes of the proposal and shall provide complete information within the appropriate volume. All cost and pricing information shall be submitted and addressed only in Volume III, <i>Cost and Fee/Profit Proposal</i>, unless otherwise specified.</p>	<p>(d) Solicitation instructions and proposal information.</p> <p>(1) Proposals are expected to conform to all solicitation requirements and the instructions contained in this Section L. The Government will evaluate proposals on the basis of the information provided in the proposal. 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	<p>(f) Proposal specifications.</p> <p>(1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.</p> <p>(2) Page size. Page size shall be 8½ × 11 inches for text pages, excluding foldouts. When 8½ × 11 inch pages contain text on both front and back, this is considered two pages. Page size for foldouts shall not exceed 11 × 17 inches; foldouts may be used for large tables, charts, graphs, diagrams, design drawings, or other schematics. Foldout pages shall fold entirely within the volume in which it appears. Tables of contents, lists of figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page. Use of 11 × 17 binders for the Volume III, <i>Cost and Fee/Profit Proposal</i>, is permitted.</p> <p>(3) Print type. 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). Paragraph headings and section titles may use Arial or Times New Roman font 12 point or larger. 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. Bold and italics are acceptable, and narrow is not acceptable.</p> <p>(4) Page margins. Page margins for text pages and 11 × 17 shall be a minimum of one inch at the top, bottom, and each side. Tabloid pages (11 × 17's) may only be used for graphics, spreadsheets, and large tables. Paragraphs of text and section headings are not allowed on 11 × 17 pages. Each 11 × 17 page shall count as one page. Each page shall, within the one inch top or bottom margins, set forth the solicitation number; name of the Offeror; and, as applicable, the legend in accordance with paragraph (e)(2), Restriction on disclosure and use of data, of the provision at FAR 52.215-1, <i>Instructions to Offerors-Competitive Acquisition</i>. The page margins may also include page numbers. This is the only information that can be displayed within the margins. Two columns of text per page on portrait pages and 3 columns of text per page on landscape pages are acceptable.</p> <p>(5) Page numbering. All pages shall be sequentially numbered by volume and by individual sections within each volume. The only exception is financial statements and annual reports, which shall be segregated within the Volume III submission, thereby not requiring the documents to be sequentially numbered.</p> <p>(6) File format. Files submitted shall be readable and searchable using Microsoft® Word®, Excel®, or Adobe® portable document format (PDF) file (must be in a searchable format, not scanned) except for scanned Volume I signed documents and the following specific Volume III files:</p> <p>(i) Electronic copies of financial statements and annual reports shall be submitted in PDF (portable document format files are required).</p>	<p>(f) Proposal specifications.</p> <p>(1) Table of contents. Each volume shall contain a table of contents and a glossary of abbreviations and acronyms. The table of contents in each volume shall identify the section, subsection, paragraph titles, and page numbers, as well as all spreadsheets, charts, tables, figures, diagrams, design drawings, and graphs.</p> <p>(2) Page size. Page size shall be 8½ × 11 inches for text pages, excluding foldouts. When 8½ × 11 inch pages contain text on both front and back, this is considered two pages. 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	<p>(ii) Any proprietary software utilized in preparation of proposal information shall be provided along with licenses required to allow operation of the proprietary software. Any files provided in accordance with this section shall be in the native format.</p> <p>(iii) Cost and Fee/Profit Proposal tables shall be organized and submitted in native file format.</p> <p>(iv) The proposed schedule shall be submitted as a Primavera P6 (P6), "XER" file type.</p> <p>(v) The files shall not be password protected or contain other security restraints unless access information is provided.</p> <p>(7) Binding and labeling of hard copies. Each volume shall be separately bound in three-ringed loose-leaf binders. Cost proposals may be submitted in three-ringed binders of any size up to 11 × 17. Staples shall not be used. The outside front cover of each binder shall indicate the Contractor's name, the RFP number, the title of the RFP, and the copy number (i.e., sequentially number the required copies with the original being copy no. 1). The same identifying data shall be placed on the spine of each binder to facilitate identification and accountability when placed in a vertical position.</p> <p>(8) Excel printed paper formatting. As part of the Offeror's proposal submission, the Offeror shall provide Section L Excel® Attachments in accordance with the solicitation requirements (paper copies and electronic versions), including the font size requirements. To address the potential width and height of the documents in the printed paper copies, Offerors are allowed to logically break these Excel worksheets into multiple pages in order to meet the solicitation requirements. Also, it is acceptable for Offerors to scale the printed paper copies of the Excel® worksheets to a smaller print size, so long as the documents are legible. Additionally, if the Excel® worksheets span multiple pages, then each page of the worksheets shall include the applicable column and row headers.</p> <p>(g) Classified information. The Offeror shall not provide any classified information in response to this solicitation.</p> <p>(h) Questions.</p> <p>(1) Questions regarding this solicitation must be submitted to ORRCC@emcbc.doe.gov no later than 7 calendar days after the original solicitation issuance date. If DOE has not acknowledged receipt of submitted questions within three business days, the Offeror may contact the CO to confirm receipt of questions. Each question shall clearly specify the solicitation area to which it refers. Responses to questions, as appropriate, will be posted on the procurement website as soon as practicable. DOE will make every effort to have all questions answered at least two weeks before the proposal submission date. The Government will not identify prospective Offerors submitting questions. Offerors must check the procurement website periodically to ascertain the status of answers to questions.</p> <p>(2) This solicitation is considered complete and adequately describes the Government's requirements. If an Offeror believes that there is an error in the solicitation, or an omission, the Offeror shall submit a question to ORRCC@emcbc.doe.gov.</p> <p>(i) False statements. Proposals must set forth full, accurate, and complete information, as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 USC 1001.</p>	<p>(ii) Any proprietary software utilized in preparation of proposal information shall be provided along with licenses required to allow operation of the proprietary software. Any files provided in accordance with this section shall be in the native format.</p> <p>(iii) Cost and Fee/Profit Proposal tables shall be organized and submitted in native file format.</p> <p>(iv) The proposed schedule shall be submitted as a Primavera P6 (P6), "XER" file type.</p> <p>(v) The files shall not be password protected or contain other security restraints unless access information is provided.</p> <p>(7) Binding and labeling of hard copies. Each volume shall be separately bound in three-ringed loose-leaf binders. Cost proposals may be submitted in three-ringed binders of any size up to 11 × 17. Staples shall not be used. The outside front cover of each binder shall indicate the Contractor's name, the RFP number, the title of the RFP, and the copy number (i.e., sequentially number the required copies with the original being copy no. 1). 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RFP Section Reference	Final RFP Posting	Amendment 1 Posting
	<p>(j) Examination of data. By submission of a proposal, the Offeror grants to the CO, or an authorized representative of the CO, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) that will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the CO prior to award.</p> <p>(k) Commitment of public funds. The CO is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.</p> <p>(l) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: <i>Part I - The Schedule; Part II - Contract Clauses; Part III, List of Documents, Exhibits and Other Attachments; and Part IV, Section K - Representations, Certifications, and Other Statements of Offerors.</i> Section K will be incorporated into the contract by reference.</p> <p>(m) Allowable Salary for Key Personnel. Award of the Contract, as proposed, does not constitute a determination of allowability of key personnel salaries contained in the successful offer. As provided in Section H, entitled, <i>Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits</i>, within 20 days after the effective date of the Transition Task Order, the Contractor will submit Form EM 3220.5, <i>Application for Contractor Compensation Approval</i>, to the CO for each key personnel position listed in the Contract for a determination of cost allowability for reimbursement under the Contract. To support a reasonableness determination, the Contractor shall also provide compensation market survey data to support/justify the requested salary and any other information as requested by the CO. The Form EM 3220.5, <i>Application for Contractor Compensation Approval</i>, information shall not exceed the proposed key personnel compensation contained in the successful offer.</p> <p>Executive incentive programs are allocable and, therefore, may be determined to be allowable, if approved by the CO. Additionally, an executive incentive program will only be considered allowable to the extent the cost of the incentive is allocable as defined in FAR 31.201-4. To support a reasonableness determination for allowability, the Contractor will be required to provide a justification and may be required to provide additional information such as a copy of the annual incentive letter provided to the individual executive for the services to be rendered.</p>	<p>(j) Examination of data. By submission of a proposal, the Offeror grants to the CO, or an authorized representative of the CO, the right to examine, for purposes of verifying the data submitted, those books, records, documents, and other supporting data (regardless of form) that will permit an adequate evaluation of the proposal. This right may be exercised in connection with any reviews deemed necessary by the CO prior to award.</p> <p>(k) Commitment of public funds. The CO is the only individual who can legally award a contract and commit the Government to the expenditure of public funds in connection with the proposed acquisition. Any other commitment, either explicit or implied, is invalid.</p> <p>(l) Content of resulting contract. Any contract awarded as a result of this solicitation will contain the following sections of the solicitation: <i>Part I - The Schedule; Part II - Contract Clauses; Part III, List of Documents, Exhibits and Other Attachments; and Part IV, Section K - Representations, Certifications, and Other Statements of Offerors.</i> Section K will be incorporated into the contract by reference.</p> <p>(m) Allowable Salary for Key Personnel. Award of the Contract, as proposed, does not constitute a determination of allowability of key personnel salaries contained in the successful offer. 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Additionally, an executive incentive program will only be considered allowable to the extent the cost of the incentive is allocable as defined in FAR 31.201-4. To support a reasonableness determination for allowability, the Contractor will be required to provide a justification and may be required to provide additional information such as a copy of the annual incentive letter provided to the individual executive for the services to be rendered.</p>
<p>L.11 DOE-L-2002 Proposal Preparation Instructions, Volume I – Offer and Other Documents – Alternate II, Alternate III, Alternate IV, Alternate V, and Alternate VI (Oct 2015)</p>	<p>(a) Cover letter. The Offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.</p> <p>(b) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by Offerors shall be contained in the original Volume I. Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill in information in a contract clause, the Offeror shall submit only those pages that require input of information or a signature. Those specific areas are:</p> <p>(1) Section B:</p>	<p>(a) Cover letter. The Offeror may provide a brief cover letter. The cover letter will not be considered in the evaluation.</p> <p>(b) General. Volume I – Offer and Other Documents, contains the offer to enter into a contract and other documents. The signed original(s) of all documents requiring signature by Offerors shall be contained in the original Volume I. <u>Visibly identifiable scanned and/or time-stamped digital signatures will be acceptable, unless specifically stated otherwise in the RFP (i.e., the SF 328).</u> Offerors shall include the information listed in the following paragraphs in Volume I, assembled in the order listed. In cases where the Offeror is required to fill in information in a contract clause, the Offeror shall submit only those pages that require input of information or a signature. [Those specific areas are:</p> <p>(1) Section B:</p>

**OAK RIDGE RESERVATION CLEANUP CONTRACT – FINAL REQUEST FOR PROPOSAL
AMENDMENT 1 TO SOLICITATION 89303319REM000047**

Amendment 0001 to Solicitation No. 89303319REM000047

RFP Section Reference	Final RFP Posting	Amendment 1 Posting
	<p>(i) <i>DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised)</i></p> <p>(2) Section H:</p> <p>(i) <i>DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (Oct 2014)(Revised)</i></p> <p>(ii) <i>DOE-H-2052 Representations, Certifications, and Other Statements of the Offeror (Oct 2014) (Revised)</i></p> <p>(iii) <i>DOE-H-2058 Designation and Consent of Teaming Subcontracts – Alternate I (Oct 2014) (Revised)</i></p> <p>(iv) <i>DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)</i></p> <p>(v) <i>Organizational Conflict of Interest – Affiliate(s)</i></p> <p>(3) Section I:</p> <p>(i) <i>FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)</i></p> <p>(ii) <i>FAR 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)</i></p> <p>(iii) <i>FAR 52.227-23 Rights to Proposal Data (Technical) (Jun 1987)</i></p> <p>(4) Section J:</p> <p>(i) Attachment J-11, <i>IDIQ Labor Rate Schedule</i> (Attachment L-6 Workbook)</p> <p>(5) Task Order Fill-Ins (to be adjusted as necessary for each procurement)</p> <p>(i) Section B Fill-Ins</p> <p>(c) SF 33, <i>Solicitation, Offer and Award</i> – one signed original of the SF 33 must be provided in addition to a copy for each set of the Volume I.</p> <p>(1) The person signing the SF 33 must have the authority to commit the Offeror to the terms and conditions of the resulting contract, Sections A– J. By signing and submitting the SF 33, the Offeror commits to accept the resulting Contract as contained in the solicitation, unless an exception or deviation to the terms and conditions as stated in the solicitation is explicitly stated by the Offeror in accordance with the below paragraph (g), <i>Exceptions and deviations</i>.</p> <p>(2) The Offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF 33.</p> <p>(3) The Offeror shall insert 270 calendar days in block 12 of the SF 33 in accordance with Section L provision entitled, <i>Offer Acceptance Period</i>.</p>	<p>(i) <i>DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised)</i></p> <p>(2) Section H:</p> <p>(i) <i>DOE-H-2017 Responsible Corporate Official and Corporate Board of Directors (Oct 2014)(Revised)</i></p> <p>(ii) <i>DOE-H-2052 Representations, Certifications, and Other Statements of the Offeror (Oct 2014) (Revised)</i></p> <p>(iii) <i>DOE-H-2058 Designation and Consent of Teaming Subcontracts – Alternate I (Oct 2014) (Revised)</i></p> <p>(iv) <i>DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)</i></p> <p>(v) <i>Organizational Conflict of Interest – Affiliate(s)</i></p> <p>(3) Section I:</p> <p>(i) <i>FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014)</i></p> <p>(ii) <i>FAR 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)</i></p> <p>(iii) <i>FAR 52.227-23 Rights to Proposal Data (Technical) (Jun 1987)</i></p> <p>(4) Section J:</p> <p>(i) Attachment J-11, <i>IDIQ Labor Rate Schedule</i> (Attachment L-6 Workbook)</p> <p>(5) Task Order Fill-Ins (to be adjusted as necessary for each procurement)</p> <p>(i) Section B Fill-Ins</p> <p>(c) SF 33, <i>Solicitation, Offer and Award</i> – one signed <u>(visibly identifiable scanned and/or time-stamped digital signature) of original</u> of the SF 33 must be provided <u>in addition to a copy for each set of the Volume I.</u></p> <p>(1) The person signing the SF 33 must have the authority to commit the Offeror to the terms and conditions of the resulting contract, Sections A– J. By signing and submitting the SF 33, the Offeror commits to accept the resulting Contract as contained in the solicitation, unless an exception or deviation to the terms and conditions as stated in the solicitation is explicitly stated by the Offeror in accordance with the below paragraph (g), <i>Exceptions and deviations</i>.</p> <p>(2) The Offeror must acknowledge receipt of all amendments to the solicitation in block 14 of the SF 33.</p> <p>(3) The Offeror shall insert 270 calendar days in block 12 of the SF 33 in accordance with Section L provision entitled, <i>Offer Acceptance Period</i>.</p>
<p>L.17 Cost and Fee/Profit Proposal Preparation Instructions, Volume III – Cost and Fee/Profit Proposal</p>	<p>(d) Cost Elements. The cost proposal shall be provided by major cost elements in accordance with FAR 15.408, Table 15-2 instructions and include the additional cost elements referenced in Section L, Attachment L-6: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits, direct labor overhead (if applicable), material, material handling overhead (if applicable), equipment, teaming/joint venture, travel, relocation, other direct costs, and G&A (if applicable).</p>	<p>(d) Cost Elements. The cost proposal shall be provided by major cost elements in accordance with FAR 15.408, Table 15-2 instructions and include the additional cost elements referenced in Section L, Attachment L-6: direct labor (including labor categories, direct labor hours and direct labor rates for each labor category type), fringe benefits, direct labor overhead (if applicable), material, material handling overhead (if applicable), equipment, teaming/joint venture, travel, relocation, other direct costs, and G&A (if applicable). <u>Note: The transition cost shall not include any bid and proposal cost for activities associated with Request for Task Order Proposals 2, 3 and 4.</u></p>