

Oak Ridge Reservation Cleanup Contract – Final Request For Proposal, Industry Questions and Answers
Solicitation Number 89303319REM000047
Posting No. 2, Questions 2 – 64

No.	RFP Section	RFP Sub-Section	Subject/Title	Page Number	Industry Comment/Question	DOE Response
2	C	Procurement Documents Library	EMDF	Multiple	Can you send the bidders any documents related to the proposed “Environmental Management Disposal Facility - Future Onsite CERCLA Disposal Facility” and include any scope of work for the project and any potential waste acceptance criteria for the work? Basic information (similar to the current disposal cell) is required to understand the costs. Currently no information is provided.	<p>Documentation will be added to the ORRCC Documents Library under section D. Environmental Management Disposal Facility - Future Onsite CERCLA Disposal Facility. Additional information, including regulator responses, is available on the Tennessee Department of Environment and Conservation website: https://www.tn.gov/environment/program-areas/rem-remediation/rem-oak-ridge-reservation-clean-up/emdf.html</p> <p>Inventory limits and other Waste Acceptance Criteria (WAC) will be developed in consultation with the Federal Facility Agreement parties prior to EMDF operations. The existing landfill, EMWMF, is operating under controls provided by the WAC, which is in the ORRCC documents library under C. Environmental Management/Waste Management Facility - Operational Onsite CERCLA Disposal Facility. While the EMDF WAC will be developed independently of the EMWMF WAC, the existing WAC provide examples of what encompasses a disposal facility WAC.</p> <p>Offerors are not required to propose any costs associated with this work for Task Order 1 - Transition.</p>
3	C	Procurement Documents Library	EMDF	Multiple	Also what should the bidders include if the project is not approved to proceed?	Pursuant to Section L of the ORRCC RFP, offerors are proposing on the scope of work identified in Task Order 1, Transition only. Work scope associated with the Environmental Management Disposal Facility may be included in post-Transition task orders, if required and approved to proceed.
4	B	B.12	Performance Management Incentive	B-9	<p>Please clarify the following statements in this section: "The CO also has the discretion to allow the Contractor to correct performance issues and potentially recover withheld fee. Upon successful completion of corrective actions and at the discretion of the CO, the Contractor may potentially recover any and all withheld fee", and "Any unearned fee will not roll over into the following fiscal year".</p> <p>Does this mean that the Contractor, if allowed by the CO, can only earn the withheld PMI fee if the corrective actions are successfully completed in the same fiscal year as when the issues occurred? This seems unreasonable, if the performance issue occurs late in a fiscal year and there is essentially no time for corrective action to be taken.</p>	Consistent with the clause language, any potential recovery of withheld fee would be at the discretion of the CO even if corrective actions go beyond the end of the period; however, the unearned fee would not be formally rolled over as an addition to the following year’s available PMI.
5	C	C.3.1.24 through C.3.1.47	Performance Work Statement, ORNL Cleanup	Multiple	<p>24 new ORNL cleanup PWS elements were added to this section. At the same time, the funding profile for the contract as shown on Table B-2 in section B.6 Funding Profile has been significantly reduced over the life of the contract: the draft RFP included about \$6.3B from the NTP through FY 2031, while the final RFP includes about \$5.3B from the NTP through FY 2031, about a 15% reduction in funding.</p> <p>Please confirm it was DOE's intention to add work scope and reduce funding.</p>	<p>In order to minimize future contract changes for work scope, the PWS was updated to include work scope expected to at least start during the contract period of performance. Work scope sequencing will be negotiated and controlled by Task Order.</p> <p>The provided funding profile represents the Government’s estimate of future funding. This assumed funding is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this assumed funding. Available funds depend on Congressional appropriations and priorities within the DOE. The provided funding profile covers estimated costs and fee and/or prices to be identified in Section B of future Task Orders, inclusive of funding of pension and benefit programs described in Section C.</p>
6	H	H. 21(c)	Financial Management and Integrated Accounting System	H-43	Please provide more detail of the potential future establishment and implementation of a DOE-wide single, common enterprise resource planning system? It is not clear what is meant by this statement and the implications in terms of required Contractor resources to support this initiative.	<p>In October 2020, the Secretary of Energy Advisory Board issued a final report regarding the Department of Energy and innovation. There was one recommendation in the report under Portfolio Assessment and Management: <i>DOE should prioritize the acquisition and implementation of a single, common enterprise resource planning (ERP) system, to be utilized across all DOE activities (including the headquarters, national laboratories, and if appropriate NNSA.) The strategic development and implementation of the system should be accomplished by a recognized industry leader in ERP implementation.</i></p> <p>Details will be provided as they become available if the recommendation is adopted by DOE in the</p>

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						future. Any contractor resources needed to accomplish the requirement could be included in future Task Order proposals. Link to report: https://www.energy.gov/sites/prod/files/2020/11/f80/SEAB_AIML_Report%2020091109.pdf
7	L	L.14(f)(1)	Key Personnel - Oral Problem Scenario	L-20	The draft RFP allowed the Offeror to use its discretion on whether Keys are collocated for a virtual orals session. The final RFP now states, "If virtual procedures are utilized, additional details will be provided by DOE regarding location." Has DOE now decided to not allow the Offerors that discretion? Industry would prefer to make its own judgement call on how best to maintain personnel safety during the pandemic.	DOE is using lessons learned from other acquisitions regarding virtual oral scenarios and will provide additional details, if virtual procedures are used. Whether the Key Personnel (KP) team is collocated will be at the discretion of the Offeror.
8	L	L.17(b)	Cost and Fee/Profit Proposal Preparation Instructions	L-27	Table L-4, Proposed Fee Ceilings, shows total estimated costs under the contract in CY 2022 of \$536M. In the draft RFP, this table showed a CY 2022 estimated cost of \$556M, which agreed with the draft RFP's Table B-2 Annual Funding Profile of \$556M for FY 2022. However, in the final RFP, Table B-2 shows funding for FY 2022 of \$400M. It appears that Table L-4 in the final RFP needs to be updated to reflect expected funding of \$400M in 2022.	Table B-2 is the annual funding profile estimate based on government fiscal year. Table L-4 provides estimated costs for each Task Order type based on calendar year 2022. Offerors shall use Table L-4 information to propose fee/profit percentages for each Task Order type. The estimated costs represent one year of operational budget for the PWS for proposal purposes only.
9	N/A	N/A	N/A	N/A	Given the scope of work, we request the "Pre-Existing Conditions" clause (DEAR 970.5231-4) be added to the RFP. Our request is driven by environmental liabilities that may exist prior to the contract start that are not discovered until after work is started.	DEAR 970.5231-4 is required for management and operating (M&O) contracts. The ORRCC is not an M&O contract, and the Indefinite Delivery/Indefinite Quantity approach has mitigated the need for this clause. The RFP includes 52.236-2 Differing Site Conditions (Apr 1984) and 52.236-3 Site Investigation and Conditions Affecting the Work (Apr 1984), which cover this type of change. In addition, the contract includes the Section B clause for Basis for Changes.
10	L	L.14(f)(5)	Oral Problem Scenario	L-22	The RFP oral problem scenario only includes one oral question for the team. Other recent RFPs have had two oral questions which provides a greater opportunity for DOE to evaluate team performance. Please consider having two oral problems instead of one.	A properly planned and executed single oral problem scenario will provide an ample opportunity for DOE to evaluate team performance.
11	H	H.52	Small Business Percentage	H-67	The percentage of total task order work required to be subcontracted to small businesses was raised from 22% in the Draft RFP to 30% in the Final RFP. The 30% is significantly higher than recent RFPs. The transition of small business activities at Oak Ridge from mainly staff augmentation to meaningful work will be a significant challenge. Request DOE consider reducing the small business percentage back down to 22% which is still a significant increase over other recent RFPs.	The small business subcontracting percentage was increased in the Final RFP to promote and support opportunities for small businesses to participate in the DOE cleanup program.
12	Multiple	Cover Letter and I.226 970.5232-3(b) and H.54	Internal Audit	Multiple	The Cover Letter states that the internal audit requirement was changed from using the Cooperative Audit Strategy subject to audit by the DOE Office of Inspector General to one consistent with Department of Energy requirements, and audit requirements established by DOE in regulations and policies. The regulations and policies are silent on the extent of audit of subcontracts where costs incurred are a factor in determining the amount payable to the subcontractor. It is not clear if contractors are expected to use the DOE OIG's risk based approach to auditing subcontracts or contractors are expected to audit EVERY flexibly priced subcontract, regardless of dollar value. If every eligible subcontract is to be audited the size of the Internal Audit function and costs for outside	The Contractor will be required to perform the necessary reviews/audits regarding cost reimbursable subcontracts. Current DOE OIG's risk based approach to auditing is a tool the Contractor can use to determine the best course of auditing subcontracts in cooperation with DOE's input on risk (reviewed as part of the Contractor's Purchasing System Administration (See H.18 DOE-H-2026)) and subcontract oversight. Significant departure from current practices is not anticipated at this time. Clause H.54 requires that a labor audit of non-fixed-price subcontracts be done at least once every three years; this audit would be identified in the annual audit plan required by DEAR 970.5232-3. Supporting documentation is required to be provided prior to payment of subcontract costs on cost reimbursable subcontracts. There are many ways to satisfy this requirements other than requiring paper copies of timecards.

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					<p>auditors will drastically increase at the expense of completion of clean-up work. Please clarify DOE's expectation on extent of auditing of subcontracts.</p> <p>Also, please note the requirement for submission of time cards for all non-fixed price hourly subcontracts (which will be costly and create extensive amounts of paperwork for review, collection, storage, etc.) but also the statement "The Contractor shall, at least once every three years, conduct a labor audit of non-fixed-price subcontracts." What is the difference between this and the 970.5232-3 requirements? Please clarify and include a Section H clause outlining DOE's subcontract audit requirements/expectations.</p>	
13	B	B.2	Type of Contract	B-1	<p>Section B.2(c)(1) states for CPIF TO's the share ratios will be pre-established at 30-30, with a maximum fee of 15% and minimum fee of 0%. B.5(b) states the fee (target, award, or fixed)/profit amount for each Task Order will be negotiated and established based on risk and complexity. The share ratios in a CPIF arrangement should be based on the confidence level related to the Target cost. A tightly negotiated Target price with little likelihood of an underrun and high probability of an overrun could have a 30-20 share line, 30% share for an underrun and a 20% loss for an overrun. Conversely, a less aggressive Target cost might warrant the exact opposite 20-30. Equal ratios should only apply when the possibility of underrun and overrun are the same. Please delete the fixed share ratio in B.2 and FAR 52.216-10 and permit the Target cost and share ratios be negotiated with each Task Order based on risk and complexity.</p>	<p>The FAR 52.216-10 cost share percentages identified within the RFP are consistent with the ESCM and other recent DOE procurements and are considered appropriate. Target Cost and Target Fee will be negotiated on a Task Order level.</p>
14	B	B.7	Allowability of Subcontractor Fee	B-5	<p>Please revise (b)(3) to read "subcontracts awarded under adequate price competition or source selection procedures where cost is a substantial factor" to coincide with the language of FAR 31.205-26(e). FAR 31.205-26(e)(2) permits transfers at a price (to include profit/fee) when the item being transferred qualifies for an exception to submission of certified cost or pricing data, which under 15.403-1(b), addresses prices based on adequate price competition. Adequate price competition is defined in (c)(1) (A) to be two or more responsible offerors, competing independently, submit priced offers that satisfy the Government's expressed requirement; or (B) Award will be made to the offeror whose proposal represents the best value (see 2.101) where price is a substantial factor in source selection.</p>	<p>The recommended language is not substantiated, and is considered inconsistent with paragraph (a). No RFP amendment is needed.</p>
15	B and H	B.7 - H.68	Allowability of Subcontractor Fee	Multiple	<p>Please note the conflict between B.7 allowing subcontracts with affiliates under the four exceptions in (b) and the prohibition of subcontracting with affiliates in Contract Clause H.68 due to purported organizational conflict of interest without contracting officer approval and an OCI mitigation plan. Is it DOE's intent to read these two clauses together meaning the exceptions in B.7 can only be used after obtaining the contracting officer approval required by H.68?</p>	<p>The terms and conditions of H.68 must be met in order to enter into a subcontract with an affiliate. Conditions of B.7 shall be used to determine if fee is allowable for the subcontract.</p>
16	B	B.8	Small Business Subcontractin	B-5	<p>DOE has revised this provision to state it will evaluate progress toward meeting the cumulative small business subcontracting goals for the Master IDIQ Contract, established via Task Orders. Because the Master</p>	<p>H.52 of the Master IDIQ contract states, in part, that at least 30 percent of the cumulative value of Task Orders shall be subcontracted to Small Business. Thus, it is a cumulative total of "actual" small business subcontracted dollars calculated to ensure the percentage of the cumulative value is met.</p>

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			g Fee Reduction		does not contain goals, is it the DOE's intent to accumulate the goals for each category from each Task Order and use that as the "Master IDIQ Contract goals"? Is it DOE's intent to evaluate the cumulative performance, meaning some Task Orders may miss a goal and some may exceed the TO goal(s) with the cumulative meeting the overall objective?	At the Task Order level, the Contractor will still be reviewed for achieving the separate subcontracting goals established in accordance with B.8(a)(2).
17	B	B.13	Limitation of Government's Obligation	B-10	Please confirm that under Section B.13 for incrementally funded Fixed Price Task Orders, the contractor shall be allowed to reserve funds from the incrementally funded total to cover termination costs should the Government elect to terminate the task. The expectation would be as the Task progresses the termination liability decreases up to the point the work is complete and there is no termination liability.	Section B.13 provides the limitation of the Government's obligation as it applies to firm-fixed-price Task Orders. It is up to the Contractor to determine the use of incremental funds. Paragraph (b)(1) states, "The Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN or Task Order." It is the Contractor's responsibility to track termination costs and ensure total costs do not exceed Task Order funding obligations.
18	H	H.5	DOE-H-2001 Employee Compensation : Pay and Benefits	H-3	Please confirm the incumbent contractors' compensation program and benefits program are currently acceptable and not under a corrective action plan nor will a corrective action plan be immediately required by the successful offeror.	The incumbent contractors' compensation program and benefits program are currently acceptable and not under a corrective action plan. There is no expectation that a corrective action plan would be immediately required by the successful Offeror.
19	H	H.6	Special Provisions Applicable To Workforce Transition and Employee Compensation : Pay and Benefits	H-14	The Clause states Incumbent employees shall carry over length of service credit from the Incumbent Contractor. The Clause does not address length of service credit for new LLC employees brought in from the new contractor's parents or affiliates. Please confirm that length of service credit with the parent company and affiliates will carry forward for leave accrual and that service with Parent Organization under DOE or NNSA M&O or Site Management Contracts will entitle employees to the full spectrum of benefits. (For reference, see NNSA Directive NA SD O 350.1.)	Pursuant to H.7.b, the Contractor shall submit a Benefits Transition Plan for CO approval. The Benefits Transition Plan is where the Contractor documents policies regarding pensions and other benefits, including service credit for non-incumbent employees, 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.
20	H	H.51	Task Ordering Procedure	H-67	Please revise paragraph (h) to read as follows: "The Contractor's Task Order proposal is subject to review and acceptance by the CO or his/her designee. The CO will either accept the terms and conditions of the Contractor's Task Order proposal or negotiate any areas of disagreement with the Contractor. After review, any necessary discussions and upon bilateral agreement, the CO may issue a Task Order to the Contractor containing, as a minimum, the following: ..." The purpose of the revised language it to clarify the CO may not issue a unilateral Task Order whose terms have not been agreed to.	As currently stated in paragraph (h), the CO will either accept the terms and conditions of the Contractor's Task Order proposal or negotiate any areas of disagreement with the Contractor; the additional proposed language is not necessary. Although not anticipated, the CO does have the authority to make unilateral decisions.
21	H	H.53	Parent Organization Support	H-68	Please amend clause H.53 to add the following regarding allowable expenses: "Parent organization support will be provided based on full cost recovery, to include all direct and all allocable indirect costs for the support in accordance with the parent/affiliate's CAS Disclosure Statement." The purpose of the added paragraph is to clarify indirect costs are allowable costs on the support provided, but corporate allocations to the contract are not.	H.53(c) states: If parent organization support is proposed by the Contractor or required by DOE, the Contractor shall submit for DOE review and approval a Parent Organization Support Plan. The Parent Organization Support Plan is the document that the Contractor will use to propose allowable costs for parent organization support.
22	L	L.11	DOE-L-2002 Proposal Preparation Instructions	L-14	Subparagraph (p) provides that utilization of non-public government information or source selection information to prepare its proposal in response to the subject solicitation may disqualify the Offeror's proposal from award. Please revise this sentence to be in alignment with the GAO standard in B-404833.4 that the determination of an unfair competitive	L.11, Subparagraph (p), as written, is correct that utilization of non-public government information or source selection information to prepare its proposal in response to the subject solicitation <u>may</u> disqualify the Offeror's proposal from award. The criteria used to determine an unfair advantage does not need to be provided in section L of the RFP.

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					advantage must be based on hard facts and not mere innuendo or suspicion.	
23	L Attachments	Attachment L-3	Approximate Average Annual Value	N/A	The purpose, intent and what is being sought by DOE by the entry is not clear. Please clarify the intent of the added requirement. Is DOE asking offerors to break down annual values of each proposed past performance project by the noted items (e.g. transition, benefits, cleanup, EMDR, Mission Support Activities, Core Functions)? If so, we would recommend deleting this as contract scope and missions typically change from year to year and would not be consistent. Further, some of these items may not relate to past performance submissions (i.e. EMDF). Please clarify.	L.15 states that the Offeror, to include all members of a teaming arrangement, as defined by FAR 9.601(1), shall provide information on contracts that are most similar in terms of scope, size, and complexity to the portion of the Master IDIQ PWS that each entity is proposed to perform. In addition, size is defined as the dollar value (approximate average annual value in relation to proposed work; for evaluation purposes, annual contract value is approximately \$200 million). The additional information in Item 14 is not a new requirement, but an estimated breakdown of work by PWS element over the ordering period and is provided for informational purposes. Offerors may use this information to provide the approximate average annual value each entity is proposed to perform, based on the work scope it will be performing.
24	M	M.3	DOE-M-2008 Evaluation Factor – Past Performance	M-4	Paragraphs (f) states DOE "may" evaluate safety statistics, DOE enforcement actions and/or worker safety and health, nuclear safety, and/or classified information security incidents or notifications posted to the DOE Office of Enterprise Assessments website and corrective actions taken to resolve those problems. FAR 15.304 Evaluation factors and significant subfactors, paragraph (d) requires all factors and significant subfactors that will affect contract award and their relative importance shall be stated clearly in the solicitation. Please clarify if these factors will, or will not, be part of the evaluation of all offerors and source selection.	DOE may evaluate performance information, considering availability and relevance.
25	M	M.3	DOE-M-2008 Evaluation Factor – Past Performance	M-5	Paragraph (g) states that DOE "may" consider contracts that (1) were terminated for default; (2) included a cure notice(s) in accordance with FAR 49 Termination of Contracts; and (3) included a conditional payment of fee/profit/other incentive action. FAR 15.304 Evaluation factors and significant subfactors, paragraph (d) requires all factors and significant subfactors that will affect contract award and their relative importance shall be stated clearly in the solicitation. Please clarify if these factors will, or will not, be part of the evaluation of all offerors and source selection. Further, evaluation of cure notices and CPOF actions are questionable factors as both can be subjectively issued/misused, may have been resolved or not worth fighting over - yet can adversely impact the offeror's evaluation. It is recommended these factors be deleted. Defaulted contracts are definitive actions and unless overturned on appeal, have a finality.	DOE may evaluate performance information, considering availability and relevance.
26	L	L.10	L.10 DOE-L-2001 Proposal Preparation Instructions	L-5	The proposal due date is February 16, 2021. Will proposal hard copy delivery be available at OREM and EMCBC on February 15th with it being a federal holiday? Please confirm delivery is possible on Friday, 2/12 or Monday, 2/15.	Proposals must be received in FedConnect by 16:00 (ET), February 16, 2021. Section L.10(c)(4) will be deleted, and the RFP will be revised in an amendment to eliminate hard copy proposals. Thus, delivery of hard copies is no longer required.
27	G and I	G.6 - I.42 52.216-7	Invoice/ Payment Procedures - Allowable Cost and Payment (Aug 2018), as modified by	Multiple	The lack of use of a letter of credit financing system for payments on the ORRCC contract places a significant financial burden on industry with capital outlay investments of \$50 million to \$100 million or more on a continuing basis. This degree of working capital—either through external financing or cash reserves—is a continuing complication for existing DOE-EM contractors, but also serves as a significant barrier to companies seeking to make a new entrance into the DOE-EM market. Clause G.6 and I.42 indicate invoices may not be submitted more often than once every two weeks, and payments will be made not later than thirty (30) calendar	The terms and conditions for the use of an integrated accounting system (IAS) using a checks-paid letter of credit is included in the RFP; however, the incumbent (ETTP) contractor will be using the IAS during the 90-day transition period. The IAS will be used by the successful offeror post transition. Section G.6 is identified as "(applicable to Task Order 1 - Transition only)". The invoice/payment procedures with the 30 day payment cycle are included in the RFP for the successful offeror during transition.

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			DEAR 952.216-7		days after receipt of an acceptable invoice. It is the 30 day payment cycle that is most impactful. Would DOE consider revising the payment provision in both clauses to a 14 calendar day payment cycle to assist industry in reducing the cost of financing the work? While this may result in making payments on a provisional basis, there is no risk to the Government as a result of G.6(d) providing for withholding, set-off, or reduction for defects in invoices, as well as I.42 (g) providing that any time before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Please consider revising the RFP to provide for a two week invoicing process with a two week payment provision, or if that cannot be granted provide a rationale for not using a letter of credit.	
28	L	L.17(b)(3)	Transition Cost Estimate	L-28	Please confirm that the cost to propose Task Orders 2, 3, and 4 should not be priced as part of the Task Order 1 - Transition cost estimate.	While the proposals for TOs 2, 3, and 4 may be required during the 90-day transition period, these activities shall not be priced under the competitive Transition TO. The RTPs for TOs 2, 3, and 4, when issued post award, will include necessary details for proposal development costs. Proposal development costs for post-award task orders will be reimbursed in accordance with the Contractor's disclosure statement; and must be allowable, allocable, and reasonable. The Contractor's proposal for TO 2 - Implementation Period must be prepared and negotiated before the end of the transition period. The due dates for the Contractor's proposals for TOs 3 and 4 will be finalized post award in the respective RTPs. This will be clarified in an RFP amendment.
29	L	L.15	Factor 2: Past Performance	L-23	Please consider increasing the L-3, Past Performance Reference Information Forms, limit to nine pages per contract.	DOE considers the page count to be adequate and is in line with the End State Contracting Model and recent DOE procurements.
30	L	L.11(b)	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)	L-9	We note that "the signed original(s) of all documents requiring signature by Offerors shall be contained in the original Volume I." Due to the need for multiple signatures on certain proposal documents from geographically dispersed parties, and given significant logistical constraints due to COVID, we respectfully request that signatures be permitted to be scanned for inclusion in the original volume sets or to provide visibly identifiable and time-stamped digital signatures identical to those submitted with the electronic proposal of all documents requiring signature by Offerors shall be contained in the original Volume.	Section L.10(c)(4) will be deleted, and the RFP will be revised to eliminate hard copy proposals. The RFP will be revised to identify that the electronic submission of a proposal via FedConnect will be considered the Offeror's official offer and will be considered binding. Visibly identifiable scanned and/or time-stamped digital signatures are acceptable, unless specifically stated otherwise in the RFP (i.e., the SF 328 and other FOCl/facility clearance related documents). These changes will be made in an RFP amendment.
31	L	L.14(d) L.15(j)	Proposal Preparation Instructions, Volume II – Key Personnel; Proposal Preparation Instructions, Volume II - Past Performance	L-19, L-26	Requesting that the Volume II sections requiring signatures, specifically L.14(d) Letter of commitment, and L.15(j) Past Performance Consent Statement, be permitted to be scanned for inclusion or to provide visibly identifiable and time-stamped digital signatures identical to those submitted with the electronic proposal of all documents requiring signature by Offerors in the original volume sets.	Visibly identifiable scanned and/or time-stamped digital signatures are acceptable, unless specifically stated otherwise in the RFP (i.e., the SF 328 and other FOCl/facility clearance related documents). This will be clarified in an RFP amendment.

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32	L L Attachments	Section L, Attachment L-3	Past Performance Reference Information Form	L-7	<p>a) The L-3 WORD template provided with the RFP is formatted as Times New Roman 10 point. Is it permissible to use 10-point or smaller font for the title blocks (e.g., 1. Name and DUNS # of Offeror Submitting Proposal)?</p> <p>b) The L-3 title blocks include both requirements and instructions, with the instructions provided as parenthetical phrases or as notes. Is it permissible to eliminate the instructions and acronym definitions?</p>	<p>Per L.10(f), 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.</p> <p>Note: The Offeror may amend the format for Attachment L-3, Past Performance Reference Information Form, as long as the exact information, font and size (per DOE-L-2001), and page limitations are followed. Also, the information contained in the Offeror's submitted L-3 forms shall be consistent with the information contained in other sections of the Volume II proposal.</p>
33	L	L.15(b)	Factor 2: Past Performance	L-23	<p>Per the RFP, the Planned Funding Profile for ORRCC is approximately \$545M per year. In order for each Offeror to adequately demonstrate Offeror Past Performance that is most similar to ORRCC in terms of size, the annual contract value for evaluation purposes should be within a rough order of magnitude of the ORRCC Planned Funding Profile of \$545M. DOE Order 413.3b (see Final RFP B.2) recommends that for rough order of magnitude estimates, a variance range of -25% to +75% be achieved. Using that guidance, we respectfully request that the annual contract value for evaluation purposes be set at a threshold of \$400M, which is \$545M less 25%, and rounded down for simplicity. This aligns more closely with the expected size of the ORRCC, and more accurately demonstrates all Offeror's past performance from a size perspective. Evaluation at \$200M/year increases risk of performance to DOE. If DOE leaves the threshold at \$200M or 1/3 the contract value, can you provide the rationale for its relevancy to the \$545M annual funding for ORRCC?</p>	<p>DOE identified an approximate size value within the size definition (\$200M) for evaluation purposes to encourage competition for the ORR cleanup work.</p>
34	L	L.15(a)	Factor 2: Past Performance	L-23	<p>In order for all Offerors to adequately demonstrate experience and past performance on contracts that are most similar in terms of scope, size and complexity to ORRCC, and in consideration of the small number of relevant contracts in the DOE complex and the long period of performance (7-10yr average), we respectfully request that DOE revise the period of performance end date from within the last four (4) years from the original solicitation issuance date, to within the last five (5) years. This will enable all Offerors to more adequately demonstrate scope, size and complexity relevance on similar contracts.</p>	<p>DOE considers the timeframe to be adequate and is in line with the End State Contracting Model.</p>
35	G	G.6(c)	G.6 Invoice/Paym ent Procedures (Applicable to Task Order 1 – Transition Only)	G-4	<p>Unless the Contractor reconciles the defect to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer. In the event of invoice reconciliation taking greater than 7 calendar days, can these costs be recouped after the deadline and credits have been issued? Can the in question costs be resubmitted if determined allowable? If not can the window of redress be increased?</p>	<p>Questioned costs that were credited from an invoice can be resubmitted for additional review, if it is consistent with the terms and conditions of the contract (e.g., G.5, G.6, FAR 52.216-7).</p>
36	H	H.8(b)(2)	DOE-H-2004 Post Contract Responsibilitie s for Pension and Other	H-20	<p>"The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the plans for which DOE reimburses costs, prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the Plans prior to or at the time of</p>	<p>Allowable costs are assessed throughout the term of the contract. If the situation posed in the question occurred, it would be handled on a case-basis by the CO. No RFP amendment is needed.</p>

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			Benefit Plans (Oct 2014)		Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the CO regarding the Contractor’s responsibilities for continued provision of pension and welfare benefits under the Plans, including but not limited to continued sponsorship of the Plans, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the CO, the Contractor’s costs will be reimbursed pursuant to applicable Contract provisions." Does this paragraph as written, imply that pension liability following the completion of the contract or task order, if there is no subsequent contract or contractor, will be negotiated with the CO, and will be reimbursable costs? It is unclear whether a withdrawal liability exists or whether those cost are an allowable cost. Would the customer consider adding the following to the section- "if this contract expires or terminates or the Contracting Officer (CO) determines that the scope of work under the contract has been completed (any one such event may be deemed by the CO to be "contract completion" for purposes of this clause), and if the contractor is assessed withdrawal liability by a multi-employer or comingled DB pension plan after contract completion, such withdrawal liability shall be an allowable expense under the contract and the department shall reimburse the contractor for such withdrawal liability."	
37	N/A	N/A	Environmental Liability	N/A	Public Law 85-804 authorizes the Executive Branch to hold harmless and indemnify contractors for claims, losses, and damages related to unusually hazardous risks encountered under government contracts. The scope of work under this ORRCC contract includes cleanup of non-radiological materials, such as mercury, for which the potential associated liability (e.g. tort liability to the public) may be uninsurable or under insurable, and ineligible for indemnification under Price Anderson, which covers hazardous nuclear activities. Recommend that the government commit to extend P.L. 85-804 indemnification protection to the ORRCC contractor from losses resulting from these specific, unusually hazardous activities, e.g. cleanup of non-radiological materials, performed on the government’s behalf under the ORRCC contract	The solicitation is not appropriate for 85-804 indemnification.
38	B	B.12	Performance Management Incentive	B-9	Please confirm this clause does not apply to transition (CR) or any CPAF task orders issued against the contract. It does apply to all other contract types authorized in the contract including TO 2 -- Contract Implementation that is CPFF and TO 4 -- End States Cleanup that is CPIF?	B.12 states that PMI will not be applied to Transition Task Orders and Task Orders that provide for Award Fee as defined in FAR 16.405-2. PMI applicability to all other Task Orders is at the discretion of the CO.
39	C	C.1.1	Incoming Transition	C-3	C.1.1 states "The contract transition period is estimated to be 90 days. The first day of the Transition Period will be the effective date of the transition task order. DOE will issue a Notice to Proceed, identifying the effective date of the transition task order." Does this mean that in accordance with Section F.3 the first day of transition identified in the Notice to Proceed will be the effective date of the Contract and the start of the ten (10) year ordering period?	F.3(a) states that the contract ordering period shall be ten (10) years from the effective date of this Contract. Issuance of Task Orders will not occur beyond the end of the Contract ordering period. The effective date of this Contract is the first day of the Task Order-1 Transition period of performance. Thus, yes, the first day of transition identified in the Notice to Proceed will be the effective date of the Contract and the start of the ten (10) year ordering period.
40	L	L.12	Facility Clearance	L-15	In regards to provision L.12 DEAR 952.204-73 Facility Clearance and the revision that includes deviation language that enables a facility clearance to be granted after contract award. What happens if the awardee is	During the proposal evaluation and prior to award, DOE will perform a full FOCI and facility clearance review of the proposals as part of the responsibility determination. A favorable FOCI determination must be made prior to award. DOE does not expect to make an award to a company that cannot be

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					unable to secure a facility clearance post award? In such a scenario would DOE cancel the procurement or award to one of the other bidders?	cleared. There are some steps regarding verification of information, the completion of paperwork, and/or the processing of personnel security clearances for Key Management Personnel that the Cognizant Security Office (CSO) and/or Personnel Security Office must take post-award to complete the process in order for the CSO to be able to grant a facility clearance.
41	L	L.14 (f)(1)	Oral problem scenario - key personnel	L-20	Fourth sentence was revised from Draft to Final to say "If virtual procedures are utilized, additional details will be provided by DOE regarding location." Would DOE please confirm that it will be acceptable for Offerors key personnel to co-locate for virtual orals?	DOE is using lessons learned from other acquisitions regarding virtual oral scenarios and will provide additional details, if virtual procedures are used. Whether the Key Personnel (KP) team is collocated will be at the discretion of the Offeror.
42	L	L.15(b)	Past Performance	L-23	The Offeror's team member is performing a commercial project of similar scope, size, and complexity to the portion of the Master IDIQ PWS that the entity is proposed to perform. The project is non-DOE, NRC-regulated, and the team member is the owner of the facility with no client or Contracting Officer. Does the Department concur that an appropriate client point of contact is the former ownership interest in this project?	Attachment L-3, number 7 states that the reference point of contact must include the CO (or equivalent), and may also include the Project Director or CO's Representative (or equivalents). For subcontracts, the reference must include a point of contact from the Prime Contractor.
43	EMCBC Website L Attachments	N/A	MS Word Files - Section L Attachments Provided for Offeror's Convenience	N/A	The link to Attachment L-8 Offerors Proposed Accounting System Information appears to be broken and results in a 404 error. Will the Government restore this link?	Attachment L-8 link was repaired on 12/30/2020.
44	L	L.10(c)(4)(ii)	Submission of Proposals	L-4	Thank you for the reduction in the number of copies that are required to be submitted. However, assembling the reduced number of volumes still requires gathering a group of personnel. In light of the COVID pandemic conditions, we must ask whether the physical copies are essential or could be eliminated for the safety of our personnel. Will DOE consider using the FedConnect upload as the formal and sole submittal of the proposal?	Section L.10(c)(4) will be deleted, and the RFP will be revised to eliminate hard copy proposals. The RFP will be revised to identify that the electronic submission of a proposal via FedConnect will be considered the Offeror's official offer and will be considered binding. This will be revised in an RFP amendment.
45	A and L	SF33,L.10(c), L.11(b), L.15(j)	Original Signatures in Volume I, II, and III	Multiple	We note that "the signed original(s) of all documents requiring signature by Offerors shall be contained in the original Volume I." Due to the need for multiple signatures on certain proposal documents from geographically dispersed parties, and given significant logistical constraints due to COVID, we respectfully request that signatures be permitted to be scanned for inclusion in the original volume sets.	Visibly identifiable scanned and/or time-stamped digital signatures are acceptable, unless specifically stated otherwise in the RFP (i.e., the SF 328 and other FOCI/facility clearance related documents). This will be clarified in an RFP amendment.
46	L	L.11(b)(3)(i)	HubZone Clarification	L-10	Please clarify the Department's intention with respect to the 10% evaluation preference to HZ SB?	FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns states that Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except for Offers from HUBZone small business concerns that have not waived the evaluation preference and otherwise successful offers from small business concerns. The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made.
47	I	I.55	Offeror Fill-In requirement	I-3	I.55 states "Offeror Fill-in" but it is not identified in Volume I, L.11(b)(3)(i) - please confirm this requirement is a required fill in and where the DOE would like it to be addressed	The "fill in" for FAR 52.219-28 is a post-award action, if the successful offeror is a Small Business Concern. Section I will be revised to identify that this is a "Contractor" fill-in versus the "Offeror". This will be revised in an RFP amendment.
48	L Attachments	Attachment L-7 Table	Costs Associated with Preparation of Future Task Orders	L-7-4	Does DOE consider the cost to prepare the proposals for preparation of the deliverables associated with TO2, TO3 and TO4 part of the planning basis for executing TO1 and therefore should be included in the cost proposed for TO1? If so, please provide clarification regarding when the RTPs for TO2, TO3 and TO4 will be issued during the 90 day Transition period of performance in order to plan the resources as needed.	While the proposals for TOs 2, 3, and 4 may be required during the 90-day transition period, these activities shall not be priced under the competitive Transition TO. The RTPs for TOs 2, 3, and 4, when issued post award, will include necessary details for proposal development costs. Proposal development costs for post-award task orders will be reimbursed in accordance with the Contractor's disclosure statement; and must be allowable, allocable, and reasonable. The Contractor's proposal for TO 2 - Implementation Period must be prepared and negotiated before the end of the transition

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						period. The due dates for the Contractor's proposals for TOs 3 and 4 will be finalized post award in the respective RTPs. This will be clarified in an RFP amendment.
49	B	Tables B-1 and B-2	Estimated Contract Value	B-1 B-4	Table B-1 Master IDIQ CLIN Structure indicates that this Master IDIQ task order is valued at \$8.3B covering a 10 year ordering period, however in accordance with Table B-2 Annual Funding Profile, the annual funding projected to be available to support work over the 10 year period (FY2022 - FY2031) totals \$5.35B, with a note that funding of \$2.95B may be available between FY2032-FY2036 if Task Orders are issued that extend beyond the 10-year ordering period. Please clarify if this is a \$5.35B contract over a 10 year ordering period, or is there an intent to award \$8.3B to support work for up to 5 years beyond the 10 year ordering period.	<p>Table B-1 indicates the maximum value of services and the contract ordering period duration. Table B-2 is the estimated annual funding profile based on government fiscal year over a 15 year duration.</p> <p>The contract period of performance is defined in F.3 which includes a 10 year contract ordering period; however, Task Orders issued before the end of the contract ordering period shall not exceed 5 years beyond the contract ordering period. The \$8.3B maximum value is over a 15 year period of performance.</p> <p>As stated in the RFP cover letter: The contract is estimated to be worth up to approximately \$8.3 billion over the ten-year ordering period, which includes the issuance of task orders that shall not exceed five years beyond the end of the contract ordering period.</p>
50	M	M.3(a)	Evaluation Factor - Past Performance	M-3	The Department's notation of an approximate value of \$200M for evaluation purposes is a positive step in facilitating additional competition. Will the Department specify that no single project needs to meet the \$200M nor cover the entire PWS, as long as the offeror's entire past performance submission (when combined) meets the requirements?	<p>M.3(a) states that the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), will be evaluated on the Government's assessment of relevant and recent past performance information obtained for the Offeror performing work similar in scope, size, and complexity to the portion of the Master IDIQ PWS that each entity is proposed to perform.</p> <p>In addition, L.15(a) states that the Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall provide past performance information on up to three (3) contracts per member, either currently being performed or completed by the Offeror/members, and up to two (2) contracts, either currently being performed or completed for each proposed Teaming Subcontractor.</p>
51	L	L.15(c)	Past Performance	L-23	In the case where a teaming subcontractor has a relevant project for which the client is expected to be a competitor for the ORRCC, is it permissible for the teaming subcontractor to use an alternative client point of contact?	Attachment L-3, number 7 states that the reference point of contact must include the CO (or equivalent), and may also include the Project Director or CO's Representative (or equivalents). For subcontracts, the reference must include a point of contact from the Prime Contractor.
52	L	L.15(a)	Past Performance	L-23	By limiting the evaluation of past performance to four years the Department is significantly limiting the competitive landscape for this procurement and should consider expanding the past performance evaluation period to projects completed in the last five years. Alternatively, the Department could expand the past performance evaluation as much as seven years, provided that offerors can submit copies of CPARS reports detailing their performance evaluation.	DOE considers the timeframe to be adequate. This timeframe is in line with the End State Contracting Model.
53	C	C.3.2.18	Nickel Disposition	C-33	Is there any work for nickel disposition ongoing as part of the implementation period? If so, please describe the end state for this work.	The scope of work for the Implementation Period will be provided in the Final Request for Task Order Proposal (RTP) for Task Order 2. The RTP for Task Order 2 will be issued after contract award. There is a Draft RTP for Task Order 2 provided in the Documents Library. The desired outcome for nickel is stated in the Master IDIQ Section C.3.2.18.
54	B	B.12	PMI	B-9	The PMI clause contains several "TBDs". It is unclear how and when these terms will be finalized. Will these be subject to negotiation at the time of TO 2, 3, & 4 placement? Request clarification.	<p>Pursuant to B.12, the Performance Management Incentive (PMI) is a contract-wide incentive measured individually among all applicable active Task Orders. PMI will not be applied to Transition Task Orders and Task Orders that provide for Award Fee as defined in FAR 16.405-2. In the event a Task Order includes CLINs of multiple contract types, including CPAF, PMI may be applicable to the non-CPAF portion of the Task Order.</p> <p>The CO will determine PMI applicability on a Task Order basis. If PMI is determined to be applicable, the terms and conditions, including "TBDs", will be provided in the Request for Task Order Proposal.</p>

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55	Multiple	G.5 and G.6	Payment Terms	G-3	The RFP includes a wide variety of terms and conditions regarding invoicing and payment. Could DOE confirm that the applicable payment terms will be defined in each Task Order?	Applicable payment terms will be defined in each Task Order similar to Task Order 1 which states: Clauses G.5 DOE-G-2005 Billing Instructions – Alternate I (Mar 2019) (Revised) and G.6 Invoice/Payment Procedures are only applicable during the Transition Period until the Integrated Accounting System is transitioned to the Contractor.
56	C	C.3.2	Y-12 Cleanup	C-27	There were significant changes in scope for Task Order 4 Y-12 cleanup. Is it anticipated that the deleted scope will be complete at time of award?	The Request for Task Order Proposal for Task Order 4 is a draft for a two-year period of performance and will continue to be refined as priorities evolve. The change in scope in the draft document is not necessarily deleted scope. In order to minimize future contract changes for work scope, the Section C PWS was updated to include work scope expected to at least start during the contract period of performance. Work scope sequencing will be negotiated and controlled by Task Order(s).
57	L	L.10 (f)(5)	Page Numbering	L-7	"All pages shall be sequentially numbered by volume and by individual sections within each volume. The only exception is financial statements and annual reports..." Request the Government make an exception for all of Volume I and III and only have the page numbering sequentially by volume. This would significantly reduce the production burden of these two volumes. These volumes do not have page limitations on specific sections like Volume II.	The page numbering requirement from the DOE corporate clause is for proposal preparation and is part of the End State Contracting Model.
58	H	H.7(b); J.7(b)(2); H.7(b)(2)(vi)	Benefits Transition Plan	H-16	H.7(b)(2)(vi) directs offerors to "submit to the CO for approval the proposed final versions of the documents provided in paragraph (v) above." However, no paragraph (v) exists in either H.7(b)(1) or H.7(b)(2). In addition, the numbering in H.7(b)(2) omits a paragraph (vi). Would DOE please correct the numbering and references in H.7(b) for clarity?	H.7(b) will be revised in an RFP amendment to correct the numbering.
59	C	Section C, ORR Cleanup Contract Overview and Objectives, Description of Performance Requirements, Paragraph (c)	Construction and/or Startup of Mission Support Facilities	C-2	Will the DOE please provide the schedule for completion of the Outfall 200 MTF and the scope of transitioning and commissioning the facility?	The entire facility is slated to be operational in the mid-2020s. The information requested is not needed to propose on the Transition Task Order. However, this information will be available to the successful offeror.
60	L	L.14(b)(1)	Volume II - Key Personnel Rationale	L-19	With the expectation that offerors may propose 4-8 additional key personnel positions, the current 5 page limit in this section severely restricts adequate explanation of the rationale for key personnel positions. Will DOE please allow an additional 2 pages in the Key Personnel section to enable adequate discussion of the rationale for proposed key personnel positions?	DOE considers the page count to be adequate and is in line with the End State Contracting Model, and other recent DOE procurements.
61	L	L.10(c)(4)	Submission of Proposals	L-4	The RFP requests "DVD/CD copies of each proposal volume" as specified in Table L.2. As most personal computer manufactured today no longer include DVD/CD drives, will DOE consider USB drives instead?	Section L.10(c)(4) will be deleted, and the RFP will be revised to eliminate hard copy proposals as well as DVD/CDs. The RFP will be revised to identify that the electronic submission of a proposal via FedConnect will be considered the Offeror's official offer and will be considered binding. This will be revised in an RFP amendment.
62	L Attachments	Attachment L-7	Task Order Proposals	N/A	Attachment L-7 identifies proposals for Task Orders 2, 3, and 4 as transition deliverables (TI-001, TI-002, and TI-003). Are each of these proposals considered scope activities to be priced and included in the Transition task order estimate? If these proposals are to be priced, will DOE be providing the existing	While the proposals for TOs 2, 3, and 4 may be required during the 90-day transition period, these activities shall not be priced under the competitive Transition TO. The RTPs for TOs 2, 3, and 4, when issued post award, will include necessary details for proposal development costs. Proposal development costs for post-award task orders will be reimbursed in accordance with the Contractor's disclosure statement; and must be allowable, allocable, and reasonable. The Contractor's proposal for

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					baselines for the task order scope as part of the Request for Task Order Proposals?	TO 2 - Implementation Period must be prepared and negotiated before the end of the transition period. The due dates for the Contractor's proposals for TOs 3 and 4 will be finalized post award in the respective RTPs. This will be clarified in an RFP amendment.
63	L	L.10 (c)(4)	Hand-Delivery of Proposals	L-4	Will EMCBC be accepting hand-delivered proposals on Monday, February 15, 2021?	Proposals must be received in FedConnect by 16:00 (ET), February 16, 2021. Section L.10(c)(4) will be deleted, and the RFP will be revised in an amendment to eliminate hard copy proposals. Thus, delivery of hard copies is no longer required.
64	L and M	M.5 and L.17(b)(4)	Evaluation Factor - Cost and Fee/Profit	M-6 L-28	<p>The final RFP contains the statement in section M.5: "Key personnel compensation is capped at \$525,000 for each key person." This statement appears to be inconsistent with the requirements in section L.17(b)(4) - Key Personnel Costs that states: " The Offeror shall propose the total annual compensation, exclusive of bonuses paid from fee, and associated fringe benefits for proposed Key Personnel for a period of one year (January 1, 2022 through December 31, 2022) utilizing Attachment L-6(c). For the purpose of this requirement, the term "compensation" is defined by Section 39 of the Office of Federal Procurement Policy (OFPP) Act (41 USC 435), as amended."</p> <p>In addition to defining "compensation", Section 39 of the OFFP Act (41 USC 435) also establishes the statutory basis for the annually adjusted cap for contractor executive compensation. In its most recent update, the cap was revised to \$568,000 for the year ending December 31, 2021. The \$525,000 value cited in in section M.5 was the cap established by OFPP for the year ending December 31, 2018.</p> <p>Is it DOE's intent set a cap on key personnel compensation that differs from the current cap established by statute by OFFP for the current year? Or should Section M.5 be revised to reflect the updated OFPP cap of \$568,000?</p>	The RFP compensation cap of \$525,000 reflected in the solicitation is based on the most recent official update from OFPP to the Agency. Any updated OFPP guidance will be handled post-award, if necessary. No RFP amendment is needed.