

**Questions Generated from the Portsmouth and Paducah Project Office (PPPO)
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384. When comparing the “Reference Documents for Portsmouth, Item 47 “Summary of Portsmouth Site Waste Information and Inventory” to RFP Exhibit C.2.2.2. “Legacy Waste Type/Waste Stream Quantity”, there seems to be a disconnect. Can you explain?

Answer: The differences in the waste quantities between the “Summary of Portsmouth Site Waste Information and Inventory” which was posted to the Remediation Web Site as a Portsmouth reference document and the RFP Exhibit C.2.2.2 are considered minimal. The RFP will be amended to replace the Exhibit C.2.2.2 with the “Summary of Portsmouth Site Waste Information and Inventory” document as it contains the latest information available including the additional waste streams that are considered to be within the scope of the contract. Offerors should review all available information pertaining to Section C.2.2. in preparation of its proposal in developing the estimated quantities. Offerors are also advised that all Tables and information in the RFP are subject to revision to reflect current and updated information during transition.

385. If we participate in the planning/CERCLA documentation of the on-site disposal facility/call, will this preclude us from bidding on the design/construction of the OSDF if it proceeds in the future?

Answer: The ability to compete on a future competitive acquisition for the design/construction may or may not be affected by the contractor’s participation in the planning/CERCLA documentation. Such ability to participate depends to some extent on the contractor’s actions/activities in involvement in activities impacting the future contracting acquisition. In order to prevent an organizational conflict of interest that would preclude an offeror from competing on a future acquisition, the contractor should thoroughly familiarize itself with FAR Subpart 9.5 Organizational and Consultant Conflicts of Interest. The activities that would preclude competing in a federal acquisition are set forth therein. If a contractor believes during the performance of the contract that a possible OCI may occur or is occurring the contractor should notify the Contracting Officer so that appropriate actions can be implemented. However, the possible or actual existence of an OCI on a future acquisition shall not be a reason for a contractor not performing the activities required under the remediation contract(s).

386. L.18(d): The 3rd sentence specifies that the cost breakdown by SOW and WBS must be provided by major cost elements including "...LLC member..." Proposing as a small business LLC, we understand how to breakdown the cost estimate for work to be performed by the LLC and by major subcontractors. However, we do not understand how to breakdown the cost estimate "by LLC member" since work will be performed by the LLC, using LLC employees and LLC burden rates. It is not possible to estimate the cost of work to be performed by each LLC member, since the LLC member companies will not perform work per se. Would you please clarify what cost estimate information should be provided to satisfy the "LLC member" specification in the 3rd sentence of L.18(d)?

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Answer: Cost information shall be provided for the LLC itself. Information should also be provided for an LLC member's employees that are performing work for the LLC but remain employees of the member and/or for an LLC member that is performing as a subcontractor to the LLC, and/or the LLC member is providing services to the LLC. The above is not intended to be all inclusive of the information that should be provided regarding an LLC member's services to the LLC. The nature or extent of the information that needs to be provided depends upon the arrangements made between the LLC and the LLC member. Additionally, offerors are reminded that the above information should correspond to the LLC agreements that are provided with the proposal.

387. L.18(t)(2): The 2nd sentence refers to L.18(d) and specifies that the personnel cost chart should be broken out for "...each LLC member..." As previously discussed in the question for L.18(d), we understand how to breakout personnel costs for work to be performed by the offeror (the LLC) and for major subcontractors. However, we do not understand how to breakout personnel costs "by LLC member" since work will be performed by the LLC, using LLC employees and LLC burden rates. It is not possible to specify personnel costs of work to be performed by each LLC member, since the LLC member companies will not perform work per se. Would you please clarify what personnel cost information should be provided to satisfy the "LLC member" specification in the 2nd sentence of L.18(t)(2)?

Answer: See answer to question 386. Personnel costs should be provided in accordance with the RFP for the above.

388. How does DOE plan to evaluate the experience and the capabilities of the SB offeror separately from its subcontractors in accordance with SBA Affiliation rules at 13 CFR 121.103?

Answer: The section cited pertains to the Small Business Size Regulations, Size Eligibility Provisions and Standards, What is Affiliation. Size status, including affiliation, is a matter within the exclusive authority of the Small Business Administration. Experience of the offeror and its subcontractors will be evaluated in accordance with Section M.4.III of the solicitation.

389. The following examples demonstrate the RFP provisions that present a barrier to small businesses:

Section B.2.4, Incentive Structure, requires the small business to propose a share small business to accept significant undefined financial risk. DOE advertised this contract as cost reimbursable, when in fact the contractor is being asked to cap its costs in an environment fraught with uncertainty. Bechtel Jacobs, LLC (BJC), two of the largest construction companies in the world, have spent months and been paid several hundreds of thousands of dollars by DOE to estimate the total cost for the Portsmouth Site baseline. Industry standards place this estimate with boundary conditions of minus 10 percent to

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plus 20 percent.

At plus 20 percent, the small business would have to return virtually all profit to the government if it offered a fee of 7 percent and cost sharing of 30 percent. No small business can afford to offer the government that great a portion of its fee on such uncertainty. No financial lending institution is going to provide the small business a line of credit sufficient to perform this contract if its entire fee is at risk on a conceptual cost estimate.

With one-half the time and one-tenth the site knowledge of BJC, how can the DOE expect a small business to develop a more realistic cost estimate? We cannot match the inside knowledge of BJC in understanding the risks and contingencies built into the Lifecycle Cost Baseline (LCB). If either of these two companies elects to submit on this opportunity as a teaming subcontractor, a small business team would have an unfair competitive advantage.

In DOE's "Top-To-Bottom Review" of February 4, 2002, the review team notes the DOE's own cost estimate for similar activities has increased by more than 70 percent in less than 4 years. The small business is being asked to stake its profit on reversing a trend established by "World-Class" large businesses. While small businesses can bring innovation, this degree of penalty is clearly unfair in an environment the Report notes is "... highly uncertain and subject to change."

Recommendation: DOE should remove the requirement for cost sharing.

Answer: The terms and conditions regarding the type of contract remain as currently stated in the solicitation, as amended.

390. H.18 The definitions need to be clarified. They are not consistent with previous definitions and create benefit issues and concerns. Grandfathered Employee and what is non managerial needs to be better defined.

Answer: Clause H.18 was amended subsequent to the submission of the question.

391. The current wording of the Remediation RFP does not require the successor contractors to have a financial system that is an integrated accounting system that is linked to DOE's accounts through the use of reciprocal accounts and has electronic capability to transmit monthly and year-end self-balancing trial balances to the DOE's primary accounting system for reporting financial activity under the contract. Is this an oversight?

Answer: No. The Remediation RFP requires financial systems that are compatible with DOE accounting system pursuant to Section H.1. Also, the contractors will be responsible for tracking all assigned property.

392. Section I.26 Limitations on Subcontracting (1) Services. At least 50% of the

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contract performance incurred for personnel shall be expended for employees of the concern. Section J-Attachment 6 requires the offeror to assume the subcontract for Paducah scrap metal removal and disposal. This contract assumption was not communicated by DOE prior to the release of the RFP and reduces the offeror's ability to meet the Subcontracting Limitations. Will DOE exclude the scrap metal scope of work from the "calculation" to verify offeror labor participation?

Answer: For subcontracts where the Government has directed a specific source for parts, supplies, or services, the cost associated with these will be considered as a part of the cost of materials not subcontracting costs in accordance with 13 CFR 125.6(b)(7). Offerors are strongly encouraged to familiarize themselves with 13 CFR 125.6 "Prime Contractor performance requirements (limitations on subcontracting)."

393. Can we get a listing of BJC and subcontractor personnel considered "first line supervisors" or higher currently employed at Paducah?

Answer: See response to Question 397 below.

394. Can we get a total listing of BJC and subcontractor staff covered by the 'grandfathered' status outlined in the RFP and the functional and/or project area they support?

Answer: A listing of BJC and subcontractor staff and the grandfathered status or nongrandfathered status of the employees as well as the current position(class) titles of the staff of BJC and first and second tier subcontractors and average salaries, has been posted to Remediation Website.

395. Can we get wage and fringes for the grandfathered staff supplied for #2 above?

Answer: The information has been posted to the Remediation Website.

396. For each current employee working on the remediation SOW under BJC and/or its subcontractors, we need to know the "length of service" as of 8/16/04 in order to fully evaluate the cost for the incumbent grandfathered employees.

Answer: The following is the average length of service as of February 2004:
Paducah – BJC – 16.14 years
Other incumbent employees – 15.54
Portsmouth – BJC – 16.18 years
Other incumbent employees – 17.7 years

It is not clear what the offeror means by "fully evaluate the cost for the incumbent grandfathered employees." The successful offeror/contractor is required to comply fully with Clause H.18 and any and all applicable laws, including Employee Retirement Income Security Act (ERISA), Age

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Discrimination Employment Act (ADEA), Equal Employment Opportunity laws, Workforce Restructuring Statutes and regulations.

397. H-15 of 21- Remediation RFP; H.18 Work Force Transition and Human Resource Management; (b)(1) Grandfathered employees- a. What is considered “below the first level of supervision?” b. Is the first level under the MOP? c. Grandfathered employees- non-managerial employees below First level of Supervision, does this mean that people that are Managers above the first level of supervision that were Grandfathered under BJC will no longer be grandfathered? d. Will DOE write a new definition of what it means to be Grandfathered under the two new contracts? e. Will there be a pecking order of hiring by the new contractor such as: 1) Grandfathered 2) Formerly Grandfathered 3) Incumbent employees of BJC and 1st and 2nd tier subcontractors that are not grandfathered or formerly grandfathered? f. If you redefine the definition of Grandfathered employees and formerly Grandfathered employees are hired and are no longer grandfathered, what happens to their pension? g. Will they keep their continuous service date?

Answer: H.18 was amended on February 23, 2004. a. “Below the first level” -- All employees below first level of supervision in the BJC and the first and second tier subcontractor’s organization b. Do not understand the question. Offerors should note that the hiring preference is applicable to ALL employees on the rolls of BJC and USEC and grandfathered employees as defined in H.18(b)(1) of BJC’s first and second tier subcontractors and the hiring preference is applicable to all non-managerial positions in the new contractor’s organization (i.e. all those below the first line of supervision in the new contractor’s organization)c. H.18 was clarified to reflect DOE’s intent that if an employee is grandfathered under the MEPP’s terms the employee does not lose such rights. d. The DOE is not able to and will not, in this solicitation, change the definition of ‘grandfathered’ in the MEPP. Section H.18 of the solicitation was amended on February 23, 2004. e. The contractor is required to comply with the hiring preference in the order of precedence in H.18 (c). f. Definition of ‘grandfathered’ in the MEPP has not been changed. g. Definition of ‘grandfathered’ in the MEPP has not been changed. Credit for year of service shall be in accordance with terms and conditions of the RFP and/or applicable plan documents and terms and conditions.

398. [Portsmouth] Part I, Sect. H.18(d)(3) of the RFP states in summary that the contractor shall agree to recognize PACE as the collective-bargaining representative for employees performing work that has historically and traditionally been performed by PACE members...and to negotiate a collective bargaining agreement [with PACE] that considers the continuing work under this Contract. Will DOE please specify which SOW activities have “historically and traditionally” been performed by PACE and for which the contractor is required to enter into a bargaining agreement?

Answer: All available information has been posted, including job titles/positions and whether hourly or salaried.

399. [Paducah] Regarding the Weskem Scrap Metal contract which must be assumed by

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the successful contractor-will the direct labor and costs of this scope be accounted for in the limitation of subcontracting for a small business set aside? If so, please provide detailed pricing and labor cost information?

Answer: See answer to question 392. The cost information relating to the subcontracts directed for assumption has been posted to the Remediation Web Site.

400. Why was clause I.137 removed from the contract (Item 23 of Amendment 0002)? This clause provides important protection for contractors. This contract presents many risks that are significant to a small business. Removing this protection adds to the risk and makes this procurement potentially much less attractive. At this late stage of the procurement, removal of this clause significantly changes our risk management strategy for this contract. There could be undiscovered violations or conditions that could impose a significant liability that we are unable to discover during transition.

Answer: The clause is not applicable to this acquisition. The contractor(s) have adequate protection and rights and remedies under the current contract clauses in the solicitation. The contractor should thoroughly familiarize itself with the contract clauses regarding matters that it discovers through out the term of the contract. Additionally, it is noted that the deleted clause did not relieve the contractor of all responsibility for undiscovered violations or conditions because the contractor simply did not discover them during transition.

401. Amendment 0002, Item 23, deleted clause I.137 DEAR 970.5231-4, Pre-Existing Conditions (DEC 2000) Alternate II (DEC 2000) in its entirety without a replacement clause. With this deletion, it is DOE's intention that the contractor now takes on the liability of pre-existing site conditions?

Answer: It is not clear what is mean by “the contractor now takes on the liability of pre-existing site conditions.” For example, the contractor is responsible for disposing of the “pre-existing waste”, regardless of the quantities discovered. However, there are contract clauses and remedies that govern changes, cost reimbursement, adjustments, etc. The contractor should thoroughly familiarize itself with the contract clauses.

402. Paragraph 23 of Amendment 0002 deleted Clause I.137, 970.5231-4 Pre-Existing Conditions (Dec 2000) Alternate II (Dec 2000). We view the deleted clause as extending important protections to the ultimate contractor, and request that it be re-incorporated into the solicitation. Since no rationale was given for the deletion, will DOE consider re-incorporating this clause into the solicitation?

Answer: See the answers to questions 400 and 401.

403. Item 23 under Amendment 0002, dated February 23, 2004, deleted Clause I.137, 970.5231-4 PRE-EXISTING CONDITIONS, ALTERNATE II (DEC 2000). From the

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contractor's perspective, it is proper that a contractor should not be placed in a position whereby the contractor might be liable for conditions that the contractor had no involvement in creating. Further, it is in the Government's interest to have a reasonable allocation of risks to assure that there is maximum competition and to assure that contract performance will be optimally focused on performance going forward and not distracted by potential liabilities for existing conditions. Therefore, we respectfully request that deletion of this clause be reconsidered and made apart of the solicitation and resultant contract.

Answer: See the answers to questions 400 and 401.

404. Section H .18 - Work Force Transition and Human Resources Management; (7) Training - Establishment of a one-time training program for workers who are threatened with involuntary separation consistent with paragraph (c) above. The one time training program will not exceed six months in duration and \$5,000 (Subject to available funding) per person in cost in addition to wages and benefits. Concerns: a. Subject to available funding - Is the contractor required to budget for it - it appears that they can choose not to. b. After training - Is the contractor required to hire the trained employee? What if there are no openings? c. Is there a requirement that the training has to be through a college, trade school, etc.?

Answer: A. The training in paragraph (f)(10) is only applicable to transition under H.18(c) (3), (4), and (10) is applicable for only six months in accordance with paragraph (c) of H.18. The contractor is required to budget for the training with funds from the appropriate source. B. Yes, the contractor is required to hire the employee consistent with H.18 (c) (3), (4), and (10). Note paragraph (c) by its terms applies only to vacancies; therefore, there would have to be an opening if the person was being considered in accordance with H.18 (c). C. The training can be provided in the manner determined by the contractor, consistent with any applicable CBAs and terms of the solicitation.

405. H-19 of 21; H.18 (f)(C)(4); The contractor shall credit all incumbent employees hired under this contract with their current length of service toward fringe benefits, which also includes vacation, retirement benefits (consistent with the terms of the plan(s)) and severance pay." Current salaried employees on this contract are categorized as "Grandfathered" and Incumbent employees. We believe there are three classifications of employees, vested, partially vested and new hires who were brought on during the contract. The vested (Grandfather employee) need no further clarification. The partially vested employee for example who has 4 year service (80% vested) will their vesting stop or will they continue to vest? If they will continue to vest will we have to "grandfather" their benefits? BJC new hired employees under this current contract are not in the defined benefit program they do not have retire medical and no severance. Can DOE clarify what retirement benefits, and severance pay they are referring to? If we give credited service to the "Partially" vested employee they will eventually vest. Do we leave this employee in the defined benefit plan at startup or do we put them in our benefit plan and when they vest put them back into the BJC MEPP?

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Answer: The question appears to be mixing retirement plans, i.e. the MEPP and other retirement plans, such as a 401(k) savings plan. If an employee currently is participating in or has the right to participate in the MEPP, such participation/right continues if the person is hired as an employee in accordance with the terms and conditions of the solicitation. The person is not to be placed in another plan. The severance plan/payments being referred to is the contractor's severance plan/payment. The retirement benefits being referred to are the contractor's retirement benefits/plans.

406. We understand that the agreement with PACE requires seniority-based employment across the entire Paducah site, for all signatory employers. When this results in a layoff of one employer's staff member because of a job reduction at another, will any termination-related costs be borne by the company initiating the job reduction, including training, if necessary? If yes, how will this operate?

Answer: The CBAs have been posted to the Remediation Web Site for review by the offerors. The solicitation in Section H.18(d) specifies the offeror's obligations regarding labor relations and the collective bargaining agreements. The new contractor(s)/(employer(s)) and the bargaining unit would need to determine through negotiations how sitewide seniority, if any, were to operate between the bargaining unit and the two contractor(s). The parties, however, would not be able to bind the government regarding allowability or allocability of the costs to any of the four contracts; nor would the parties be able to bind the government regarding the government's determination pertaining to the performance of the contractor or changes to the schedule or changes to the target costs because of the changes in the workforce. The contractors would be expected to negotiate such terms in good faith with the collective bargaining unit in a manner that is consistent with the terms and conditions of the contract, its proposal and any resultant baseline.

407. [Paducah] Please provide an explanation/interpretation for each of the column headings on the recently posted Benefits Administration Estimated Costs. For example is the FY04 Forecast a cost for administration of the entire MEWA plan or the MEPP or both? 2. What does the rate by FTE represent. 3. Where do the retirees fit into our benefit program and what responsibilities do we have for previous retirees and/or those that retire during contract implementation? 4. What responsibility does the new remediation contractor have relative to COBRA and/or displaced workers? 5. If we do have responsibility, what portion is borne by the infrastructure contractor vs the remediation contractor (given that this document was posted in the shared website)? 6. What is the "Estimated Site Amount Term Emp"?

Answer: (1) The FY04 Forecast costs includes all benefits administration, not only MEPP and MEWA. The majority of costs are, however, for the administration of the MEPP. (2) Rate by FTE represents the cost per one full time employee. (3) The contractor will not have any responsibility for retirees of other

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employers, including BJC, except to the extent the contractor's contributions may increase/decrease as a result of being a participating/sponsoring employer in the MEPP. The contractor will be responsible for retirees in its own retirement or other benefit plans and responsible for administrative services costs of BJC in administering the benefits of the contractor's retirees under the MEPP or any other applicable benefit plans subject to the administrative services agreement. (4) The contractor is responsible for compliance with COBRA for its own employees that are terminated/separated from the contractor. The contractor is responsible for compliance with all terms and conditions of the solicitation/contract regarding displaced employees. However, on the posted chart, the numbers under COBRA and displaced workers are the current number of BJC or 1st and 2nd tier subcontractors participants in BJC's or 1st or 2nd tier subcontractor plans. (5) The fact that the document was posted to the shared website is not intended to indicate that the costs would be divided between the two contractors at each site. (6) It is the cost for the COBRA and Displaced Workers.

408. [Paducah] Regarding H.18 (f) Pay and Benefits (3) For incumbent non-grandfathered employees.....(ii) the contractor maintains benefit plans that are equal in cost to the incumbent contractors or USEC as applicable immediately prior to the effective date of this contract for the first year of this contract and as consistent with the Service Contract Act...a. What is the definition of "Benefits" as used in H.18 (f)(3)(ii)? b. What is the definition of "incumbent non-grandfathered employee" used in H.18 (f)(3)(ii)? c. Does H.18 (f)(3)(ii) apply to exempt employees? d. What is the definition of cost as it is used in H.18 (f)(3)(ii). (Does DOE mean equal in cost or equal in benefit?) e. What is the definition of "aggregate cost of benefits" as it is used in H.18 (f)(3)(ii). f. If this clause applies to exempt employees, please provide an estimate of 1st tier incumbent nongrandfathered contractor benefit costs (approximately 20+ firms supporting BJC under DE-AS05-98OR22700 at Paducah) that we can use as a DCAA approvable basis in our fringe benefit cost buildup. g. Does clause H.18 flow down to team subcontractors? If the answer is yes, this will create a significant burden on subcontractor firms given that nongrandfathered employees cannot participate in the MEWA – each subcontractor will be required to have a corporate plan and a special plan "equal in cost" to the "incumbent non-grandfathered employee's" current plan.

Answer: Initially, a reminder to offerors that H.18(f)(3)(ii) is applicable for the first year of the contract.

A. The word "benefits" in H.18(f)(3)(ii) is used in the phrase "aggregate cost of benefits to the incumbent contractor...". As used in the phrase, it is referring to the benefits currently being provided.

B. All incumbent employees other than grandfathered as defined in H.18(b)(1).

C. The clause is applicable to represented and nonrepresented workforce.

D. The term "cost" is defined/used as it is used in cost reimbursement contracts.

E. Aggregate costs is defined as the total cost for all of the benefits.

F. All available information has been posted.

G. Clause H.18 contains some requirements that are applicable to both the

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contractor and all subcontractors, and the clause itself states so accordingly. The contractor is responsible for ensuring that its subcontractors comply with the sections of the clause that are applicable to the subcontractors. Regarding the statement that nongrandfathered employees “cannot” participate in the MEWA, offerors should become thoroughly familiar with the H.18 clause and all applicable laws, including the Service Contract Act, in determining whether the section of the clause being referenced is applicable to the “contractor” only or to both, the contractor and the subcontractor. The solicitation does not prohibit participation in the MEWA for the first year after contract award for nongrandfathered employees. However, neither does the solicitation expressly provide for continuation of participation or that BJC will administer the plan for the nongrandfathered employees of the contractor. It is up to the offeror to determine the best method for and how to implement/make arrangements for complying with the clause’s requirements regarding benefits under H.18(f)(3)(ii).

409. [Paducah] Are grandfathered employees who participate in the MEPP plan eligible for the proposing contractors 401K plan? -or is a 401K included as part of MEPP?

Answer: The BJC Multiple Employer Pension Plan does not include a 401K as part of the MEPP. The 401K currently being provided is a separate retirement benefit that is provided.

410. [Paducah] Given that this is a small business setaside, where the small business will become a significant contributor to the MEPP administered by BJC, will DOE consider capping long term liability and/or indemnifying the small business contractor for legal and administrative costs associated with under-performance of the MEPP plan?

Answer: Contractors will be reimbursed for costs in accordance with the terms and conditions of the contract, which is a cost reimbursement contract.

411. [Paducah] Will DOE consider hosting a benefits proposal conference to clarify these fringe issues? While many of the bidding firms are participants in the current MEPP and MEWA – the complexity of bringing 1st tier subcontractors back into prime or sub contractors has added a unique level of complexity to this offer.

Answer: The DOE decided not to host a benefits proposal conference. Information has been posted to the Remediation Web Site.

412. [Paducah] For other HR related programs, can we get an estimate from DOE on continuing to use BJC programs (EAP, training/support impacted (terminated) employees, etc.) BJC refers Offeror's to DOE for information on these matters but they are important for continuity of ops and seamless transition.

Answer: Available information has been posted. However, if an offeror is contemplating on utilizing BJC as a subcontractor for providing the services, it is the offerors responsibility to obtain the costs of its subcontractor.

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413. The file available on the web site entitled “PadPortAverageBenefitCost2004” indicates a total fringe cost for grandfathered employees of \$22,721 per year, excluding taxes, workers compensation and the cost of paid absences. Does this amount represent the cost to the employer, or is some of this borne by the employees?

Answer: The amount represents the cost to the employer.

414. “[It is believed the DOE recently] awarded a contract to a team that bid a price that was more than half for the DOE estimate to perform the work. “[It is also believed that the contractor is] negotiating a change order ... and the work has not yet begun.” What assurances can/will the DOE provide to the contracting community to ensure a fair “best value” evaluation of the PORTS/PAD Bids and that “low-ball” bids will not be seriously considered by the decision makers (i.e., low cost ≠ best value)?

Answer: The DOE will not discuss other acquisitions in response to questions submitted under another solicitation since each solicitation and/or contract administration issues vary based upon the individual facts and circumstances of each solicitation/contract. Offerors are cautioned that the statements in the question are not factually accurate. Although “change orders” are matters of contract administration, such has not occurred under the above contract.

However, the DOE posted the question in order to assist offerors in preparation of their proposals regarding the funding profile. Offerors are again reminded that the term “funding profile” is not synonymous with the term “DOE’s cost estimate”. Offerors are to propose their own costs consistent with their technical approach and in accordance with the terms and conditions of the solicitation. A best value determination that utilizes evaluated prices that are lower than the funding profile should not be misconstrued by an offeror as a flaw in the DOE’s award decision.

Costs will be evaluated in accordance with terms and conditions of the solicitation, including Section M.5. The best value determination will be made in accordance with the terms and conditions of the solicitation and the Federal Acquisition Regulation and any and all other applicable laws. Offerors are reminded that a best value determination takes into consideration the evaluated price to the government as stated in Section M.2 and Section M.5 of the solicitation. The DOE does evaluate both the technical and cost in accordance with the terms and conditions of the solicitation and any and all applicable regulations and statutes and does make its decision in accordance with the solicitation and any and all applicable statutes and regulations. The DOE gives serious consideration to all proposals submitted in response to a solicitation.