

LBNL TABLE OF CHANGES: DRAFT RFP TO FINAL RFP

BOLD = Additional/Changed Language
STRIKETHRU = Deletion

LBNL TABLE OF CHANGES: DRAFT RFP TO FINAL RFP

CLAUSE NO. - TITLE	SECTION	CHANGES
Executive Summary Letter		Changes made as necessary to reflect changes indicated below.
B.3 - Performance and Other Incentive Fees	(a)	Commencement date changed to June 1, 2005 Ending date changed to May 31, 2005
B.3	(f)	Deleted October 14, 2004, at end of paragraph replaced with December 15, 2004
C-2 – Implementation of DOE’s Mission for LBNL	1 st Para.	2 nd to the last line changed annually to at least bi-annually
C-4 – Statement of Work	(c)(15)	Deleted reference to 88 Inch Cyclotron.
F.1 – Period of Performance	(a)	Contract end date changed to May 31, 2010
	(b)	Transition end date changed to May 31, 2005

F.2 – Award Term Incentive (Special)	(c)(1)	Deleted the word initial before contract in the 1 st line
F.2	(c)(4)	Added the word term after the word award in the 1 st line
H.3 – Work for Others Program (Non-DOE Funded Work)	(c)(5)	Added the word applicable after and.
H.3	(d)(1)	Added the word authority after delegated. Changed DOE Manual from 481.1A to 481.1-1A
H.3	(d)(2)	Deleted as shown. - The Contractor must submit all Work for Others agreements to the DOE Contracting Officer for DOE review and approval. as delineated in DOE Order 481.1G, including any proposed deviation from the DOE approved or Contracting Officer approved terms and conditions. The Contractor may not execute any proposed agreement until it has received notice of DOE approval.
H.4	II. (c)	Deleted in its entirety
H.4A – Facilities Capital Cost of Money		Added new clause as follows: H.4A – FACILITIES CAPITAL COST OF MONEY The request for proposal for this contract did not require a cost proposal in which facilities capital cost of money would

		apply. Therefore, the I clause 52.215-17, Waiver of Facilities Capital Cost Of Money is included in the contract. However, if during the performance of the contract the contractor elects to claim facilities capital cost of money as an allowable cost, the Contractor shall submit, for approval of the Contracting Officer, a proposal for each specific project, including Form CASB-CMF which shows the calculation of the proposed amount (see FAR 31, 205-10).
H.8 – Additional Definitions	(j)	In the 1 st sentence inserted or maintained between “established” and “pursuant”.
H.21 – Workforce Transition, Contractor Compensation, Benefits and Pension	(b)	Revised last sentence to read as follows: Nothing in this paragraph shall preclude the Contractor from separating employees when in its judgment there is just cause or it is otherwise appropriate to do so based on the employee’s performance or conduct.
H.21	(d)	The first 2 paragraphs have been revised to read as follows: The Contractor shall provide a total compensation package for all employees employed by the predecessor contractor at LBNL at expiration of the predecessor’s contract who are hired by the Contractor for work under this Contract during the first six (6) months after the Contractor assumes responsibility for management and operation of the Laboratory with respect to salaries, health/welfare benefits, pensions comparable to that provided by the predecessor Contractor as of the date the Contractor assumes

		<p>responsibility for management and operation of the Laboratory. The Contractor shall maintain the base salaries of the transferring workforce. Comparability shall be determined by the Contracting Officer in his/her sole discretion.</p> <p>For all employees described above, the Contractor shall carry over the length of service credit and leave balances accrued as of the date of hire by the Contractor.</p>
H.21	(d)(2)(c)	Added the word or to the end of sentence.
H.21	(f)	<p>Made the following changes:</p> <p><u>Pension plans.</u> The following requirements apply to any Contractor, including any contractual entity that includes the University of California:</p> <p>The Contractor shall establish or maintain a separate pension plan(s), distinct from any corporate or other pension plan, meeting the requirements of the IRC and ERISA, as applicable, that preserves accrued benefits and recognizes service credit earned under UCRP.</p>
H.21	(f)(2)	<p>Changed and/or added the following:</p> <p>Each pension plan shall cover only Contractor employees working for the Laboratory and shall stand alone as a separate pension plan distinct from a Contractor's corporate or other pension plan.</p>
H.21	(f)(5)	Deleted the word such from the 2 nd line.

H.21	(f)(7)	<p>Inserted new paragraph (7):</p> <p>The Contractor shall provide notice to the Contracting Officer of Plan participants transferring from non-LBNL operations to LBNL operations, and vice-versa, on a quarterly basis with such information and as directed by the Contracting Officer.</p>
H.21	(f)(8)	<p>Changes made as follows:</p> <p>The Contractor shall sponsor site-specific pension plans that cover site employees, including pension plans spun off by a departing management and operating predecessor contractor. All such plans shall preserve accrued benefits and vested status and shall retain all DOE-reimbursed assets.</p>
H.21	(h)(2)	Paragraph deleted; (h)(3) renumbered to (h)(2)
H.24 – Workers’ Compensation	(d)	Deleted the words State sponsored from the 1 st line, after “under a”. Deleted the words the quarterly from the 3 rd line, after “copy of”. Added on no less than an annual basis to the end of the paragraph.
H.25 – Labor Relations		1 st sentence replaced the word “obtain” with “maintain”
H.27 - Contractor-Funded Institutional Supporting Research and Development		<p>Replaced “RESERVED” with the following new clause:</p> <p>H.27 – CONTRACTOR-FUNDED INSTITUTIONAL SUPPORTING RESEARCH AND DEVELOPMENT</p>

		<p>In addition to and separate from the Parties' rights and obligations under Clause H.3, Work For Others Program (Non-DOE Funded Work), the Contractor may, with the consent of the Contracting Officer, conduct Contractor-funded institutional supporting research and development at the Laboratory. The Contracting Officer may consent to such research provided that (a) such research is conducted on a non-interference basis with any DOE-directed and funded work of the Laboratory, (b) the research is intended to enhance the capabilities of the Laboratory to continue to perform its mission or to create new capabilities at the Laboratory consistent with the overall needs of DOE, and (c) the funds are expended under the same terms and conditions that apply to government funds provided under this contract. For cost accounting standards purposes such approved research shall be treated as institutional research and development of the Laboratory.</p>
H.35 – Extraordinary Contractual Relief in Lieu of Price-Anderson Amendments Act (PAAA) Coverage		Deleted entire text and clause marked RESERVED
H.41 – Pension Plans	(a)	<p>Changed as follows:</p> <p>The following stipulations apply, as appropriate, to the defined benefit pension plan, the University of California Retirement Plan (UCRP) which covers University of California employees working under contracts at DOE-owned and Contractor-operated facilities. All assets and liabilities associated with employee contributions to</p>

		the Contractor's Defined Contribution Plan and the Tax-Deferred 403(b) Plan shall be excluded from these principles and procedures.
H.41	(b)(5)(iii)	Changed reference in the last line from "(b)(6)(i), (ii), (iv) and (v)" to "(b)(5)(i), (ii), (iv) and (v)"
H.41	(b)(5)(iv)	In 1 st line changed "(b)(6)(i)" to "(b)(5)(i)"
H.41	(b)(7)	2 nd line changed "(b)(6)" to "(b)(5)"
H.41	(b)(8)	with respect to LBNL. added to the end of the sentence.
H.41	(b)	Inserted new paragraph 14. The Contractor shall provide notice to the Contracting Officer of Plan participants transferring from non-LBNL operations to LBNL operations, and vice-versa, on a quarterly basis with such information and as directed by the Contracting Officer.
H.41	(c)(4)	Changes made as follows: If more than one percent of the members of each Laboratory managed by the Contractor for DOE transfer from the Contractor's private operations to the DOE Laboratories annually , or vice versa, appropriate annual adjustments shall be made to the pension fund or segments' assets and liabilities.

H.41	(f)(1)	Changes made as follows: Liabilities for present and future benefits of Contract employees in the event there is a successor plan. The liabilities as of the effective date of disaffiliation for members shall be calculated by using the UCRP Plan provisions, actuarial assumptions, and actuarial cost methods as then in effect. Active members not retained by the Contractor are the only members to be covered by a successor pension plan. Only persons employed by the successor contractor shall be covered by the successor pension plan.
H.42 – Activities During Contract Transition (Special)	(a)	Changed estimated transition completion date to May 31, 2005
H.43 – Special Financial Institution Account Agreement	(a)	Changed name of bank to Union Bank of California, N.A.
I-76 – DEAR 970.5203-1 Management Controls	(a)(4)	Added to the end of paragraph - Annually, or at other intervals directed by the contracting officer, the contractor shall supply to the contracting officer copies of the reports reflecting the status of recommendations that result from audits of business, financial, or management controls performed by its internal audit activity and any other audit activity.
I.103 - DEAR 970.5232-3 Accounts, Records, and Inspection	TOC & Title	Deleted (ALTERNATE II) (DEC 2000); Added (DEVIATION)
I.103 - DEAR 970.5232-3 Accounts,	(i)	Deleted original paragraph (i). Added new paragraphs (i) and (j):

<p>Records, and Inspection</p>		<p>(i) Internal audit. The contractor agrees to establish and maintain an internal audit activity and provide the following reports:</p> <p>(1) Internal Audit Implementation Design. Within thirty (30) days of contract award and each 5th year of contract performance or upon the exercise of any contract option or the extension of the contract, the contractor shall submit to the contracting officer an Internal Audit Implementation Design to include the overall strategy for the audit activity. The Implementation Design will describe</p> <ul style="list-style-type: none"> (i) the audit activity's placement within the contractor's organization including reporting requirements; (ii) its size and the experience and educational standards of the audit staff; (iii) its relationship to the corporate parent(s) of the contractor; (iv) the standards used to audit; (v) an overall audit strategy for relevant performance period of this contract, considering particularly the method of auditing costs incurred in the performance
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		<p>of the contract;</p> <ul style="list-style-type: none"> (vi) the intended use of external audit resources; (vii) the plan for audit, both pre-award and post-award of subcontracts; and (viii) the schedule of peer review of the internal audit activity by other DOE contractor internal audit activities. <p>(2) Annual Audit Report. By each January 31 of the contract performance period, the contractor shall submit an annual audit report, providing a summary of the audit activities undertaken during the previous fiscal year and their results.</p> <p>(3) Annual Audit Plan. By each June 30 of the contract performance period, the contractor shall submit to the contracting officer an annual audit plan that reflects the activities to be undertaken during the next fiscal year. The contractor shall design the Annual Audit Plan to test the costs incurred and contractor management systems described in the internal audit design.</p> <p>(4) Contracting officer's satisfaction. The design of the internal audit activity submitted under subparagraph (1), the annual report submitted under paragraph (2), and the annual audit plan</p>
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		<p style="text-align: center;">submitted under subparagraph (3) shall be satisfactory to the contracting officer.</p> <p>(j) Statement of Costs Incurred and Claimed. At any time during contract performance, should the contracting officer determine that the costs incurred are unallowable to an extent to cause him or her to lose confidence in the contractor's management controls or the contractor's management systems that validate the costs incurred and claimed, the contracting officer may, in his or her sole discretion, impose conditions upon the contractor's use of the special financial institution account or use of the Statement of Costs Incurred and Claimed in whole or in part, including direction that specific types of costs be claimed by periodic vouchering. This action shall not relieve the contractor from any obligation to perform its obligations under this contract. In addition, the contracting officer may direct the contractor to pay the Government an amount equal to the unallowable costs or payments improperly made and take any other action or combination of actions provided in this contract, at law, or in equity.</p>
<p>I.116 – Waiver of Facilities Capital Cost of Money (Oct 1997)</p>		<p>Clause added as follows:</p> <p>I.116 – WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)</p> <p>The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.</p>

		(End of clause)
J, Appendix B		Complete replacement.
J, Appendix G	4.	Deleted the words “exceeding \$500,000” from the end of the paragraph
J, Appendix H	Identification Data	Period of Contract Performance: 4/1/05 changed to 6/1/05
J, Appendix H	Identification Data	1 st Paragraph April 1, 2005 changed to June 1, 2005
J, Appendix H	(2)	Wording in bold changed. (for the first year, June 1, 2005 through September 30, 2005 assume one third of the dollar amounts specified in A for purposes of B through G below)
J, Appendix H	(2)(B. – G.)	All dollar amounts and percentages deleted.
K – Organization COI Disclosure	6. (b)	Deleted all language and replaced with: (b) All offerors shall provide the statement described in paragraph (c) of this provision. (DEVIATION)
L.1 - Instructions for the Submission of	(c)(1)	Deletion made as follows:

Proposals and Uniform Contract		<ul style="list-style-type: none"> • Offerors are cautioned that they must complete certain sections of the uniform contract since negotiations are not anticipated. Clauses and Appendices which must be completed by Offerors are as follows: <ul style="list-style-type: none"> - Standard Form 33 – Block 15A including DUNS number of Offeror, Block 15B, Block 16, Block 17, and Block 18 - Clause B.3(b) & (c) — Clause H.27(a) - Clause H.42(d) - Clause I.36 - Clause I.69 — Clause I.91(d)(2), (e)(3)(v), (e)(4), & (i)(2) - Appendix H - Appendix L, if applicable
L.2 – Relevant Experience	(b)	Revised last sentence of 4 th paragraph as follows: Include experience in improving the operating efficiency of research facilities while maintaining maximum scientific output.
L.3	TOC	SCIENCE STRATEGY FOR LBNL, Corrected TOC to match title of provision
	(b)	Deleted entire paragraph and replaced with the following: The ability to sustain scientific advances within the reality of constrained resources indicates organizational capability,

		<p>flexibility, and adaptability. Describe what strategies, approaches, or directions your organization would employ in response to the following scenario: The Laboratory has been informed that it will receive a 10% reduction in its DOE funding in year 2 of the contract and funding will remain flat (assume annual escalation equivalent to inflation) thereafter. For the purposes of this exercise assume that 1) all other funding, including work for others, remains frozen at its current levels and 2) that restrictions on budget categories are not imposed by the Department, i.e., that the Laboratory has complete freedom to redistribute resources. Present a plan that optimizes and adapts the Offeror's science strategy for the Laboratory, as well as the Laboratory's research portfolio, to maintain the very best capabilities needed to accomplish the Office of Science, and more broadly, the Department's missions.</p>
L.4 – Management Approach	(d)(6)	Delete the word “prime” from the last line of the paragraph
L.5 – Key Personnel		In the last sentence of the first paragraph inserted the words the construction phase of after the phrase “day-to-day responsibility for”
L.6 – Transition Plan		Next to last sentence, changed April 1, 2005 to June 1, 2005
L.8 - Offeror's Involvement/Commitment	(d)	<p>Changes as follows:</p> <p>On a separate page(s), list and Additionally, the Offeror shall describe any new resources, services, support, and/or commitments (hereinafter “resource”) that will be provided to the Laboratory at no cost to the Government. [Each resource shall</p>

		<p>be separately proposed.] The description of each resource shall also include, as applicable, location of the resource, estimated total value, expected benefits to LBNL, the date the resource will be provided, and description of any liability related to the resource. how the resource will be managed and integrated into LBNL, and any other pertinent information. Resources may include, but are not limited to, funds, real or personal property (e.g., facilities or equipment), intellectual property, and human resources. If resources are committed by anyone other than the Offeror, e.g., parent or affiliated companies, universities, or other institutions, the Offeror shall provide a signed letter of commitment from a person authorized to commit the proposed resource to the LBNL contract. <u>Failure to submit any such letters of commitment will result in the resources not being evaluated. The list of resources and any signed letters of commitment are not part of the page count limitation.</u> Additionally, the Offeror shall also provide a plan/strategy for how the resource will be managed and integrated into LBNL, and any other pertinent information. This plan/strategy shall be included as part of the Offeror’s Capabilities and Approach Proposal, Volume II, and shall be included as part of the page count limitation. As previously stated, any costs incurred by the Contractor and/or any other organizations in providing resources incorporated into the LBNL under clause H.44 are expressly unallowable. The Government reserves the right in its sole discretion to accept or reject any Offeror commitments under this paragraph (d).</p>
L.9 – Volume III, Cost and Fee Proposal Instructions	(a)	Deleted in its entirety. Subsequent paragraphs relettered.
L.9	(b)	1 st paragraph, 1 st sentence changed “January” to “May”

		<p>2nd paragraph changed as follows:</p> <p>Provide a cost estimate for all transition activities that addresses the elements enumerated below. The information submitted must follow the format described in Section L, Appendix 3, must address the total cost of the transition period by major transition activity, and must be in sufficient detail to allow for evaluation of the reasonableness and cost realism of all transition activities set forth in Clause H.42. If the offeror intends not to seek reimbursement for some of the transition costs, the total cost must be shown (properly separated as to what is to be reimbursed and what is not) so that DOE may evaluate the total cost of transition against the total work proposed to be performed during transition. Any proposed use of incumbent contractor resources (labor, materials, or services) must be included in the cost proposal to represent the total cost of transition activities. Proposed costs must be broken down by the following major cost elements: direct labor (including number of personnel hours and dollars), fringe benefits, indirect cost allocations (by pool type and rate), relocation (Relocation costs shall include the cost of moving key personnel and members of the household, personal belongings, and establishing permanent residence in California. Relocation costs for key personnel shall be included in the transition cost proposal regardless of whether these costs will be incurred during or after the transition period.) (whenever incurred for key personnel), travel, facilities, materials, supplies, subcontracts, space/lease costs, and all other cost elements related to the period of transition. Proposed rates for indirect costs and fringe benefits should be briefly explained.</p>
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L.9	(c)	Replaced FY05 and FY10 portions of the table with the following: Last 4 months FY05 \$92 million \$2.28 million First 8 months FY10 \$184 million \$4.52 million
L.13 – Oral Presentations		1 st paragraph, 4 th line inserted February 21, 2005 after “week of”
L.13	(b)	Deleted 2 nd line of 1 st paragraph.
L.13	(d)	Changed as follows: The SEB will schedule the oral presentations via lottery and will notify each Offeror of the date and time of its oral presentation. The Government shall notify Offerors within five working days after the date for receipt of offers of the date and time of the oral presentation, and shall provide any other instructions needed. Oral presentations shall start approximately fourteen working days after the deadline for receipt of offers. Oral presentations will be held at the Chicago Office, Building 201, Room 3A, located at 9800 South Cass Avenue, Argonne, Illinois. Offerors can arrange to view the room in preparation for the presentation by contacting Tonja L. Stokes at (630) 252-2136 or e-mail to tonja.stokes@ch.doe.gov. NOTE: You are advised that the U.S. Department of Energy, Chicago Office, is located on the site of Argonne National

		<p>Laboratory. Access to the site requires a gate pass. Visitors must present valid photo identification at the Visitor Reception Center in order to be issued a gate pass. If the request for a gate pass involves a foreign national there is a process that must be followed which requires the approval of the Chicago Office Manager. A list of all attendees and their country of citizenship, must be sent to Tonja L. Stokes via e-mail to tonja.stokes@ch.doe.gov, no later than January 10, 2005.</p> <p>The Government reserves the right to reschedule the oral presentation at its discretion, and the Government shall not consider requests to reschedule the oral presentation except in extenuating circumstances (e.g., personal sickness, death in the family, or other emergency).</p>
L.13	(f)	<p>Text revised in its entirety as follows:</p> <p>The Offeror may use any means it wishes to make its presentation except for pre-recorded videotaped presentations. It is suggested that the Offeror bring a laptop computer and portable projector to make its presentation. The SEB will provide a projection screen for the Offeror's use during the oral presentation. The Offeror must supply any other equipment and materials. At the end of the oral presentation, the Offeror shall provide the SEB with an electronic copy (on compact disk or 3.5 inch disk) of any of the information presented. Offerors are reminded to consider marking the materials with the restrictive legend found at FAR 52.215-1(e).</p>
L.13	(g)	Change made as follows:

		The Offeror may not record (either audio or video) its own presentation. However, the Government will videotape each Offeror's presentation, including Offeror's problem preparation time , and the question and answer session as a historical record . The SEB also reserves the right to be present during Offeror's preparation time. A copy of the videotape may be provided to the Offeror after award, if requested.
L.20	TOC	Added THE after the word "IN"
L.38	TOC	Deleted "BACKGROUND ON" from beginning of title
L.39	TOC	Deleted "IMPLICATIONS OF" from beginning of title
L.42 – Pre-Proposal Conference		Changed to include date and place
L.43 – Site Tour		Text revised in its entirety as follows: Prospective offerors interested in attending a site tour must register with the SEB's Executive Secretary, Tonja L. Stokes at tonja.stokes@ch.doe.gov, by January 5, 2005. Based on the volume of requests received, the SEB will determine whether or not to hold a site tour. If held, the site tour of LBNL is anticipated to be scheduled in conjunction with the pre-proposal conference. Offerors are responsible for checking IIPS and the information library website http://rfplbnl.sc.doe.gov frequently for notices regarding site tours. In no event shall failure to participate in a LBNL site

		tour, if held, constitute grounds for a claim against the Government.
L.44 – Questions on Solicitation		<p>Sentence added as follows:</p> <p>All questions concerning this solicitation must be submitted electronically through the “Submit Question” feature of IIPS. The Government requests that this process be used rather than letters, e-mails, or phone calls. It is requested that all questions on the RFP be submitted by January 5, 2005. Responses, if required, will be posted on IIPS. The IIPS website is at http://e-center.doe.gov.</p>
L.56 – Appendix B – Performance Evaluation and Measurement Plan		<p>Text completely replaced with the following:</p> <p>The Appendix B set forth in Section J as Attachment J.2 contains the Performance Objectives, Criteria and Measures which will be used to evaluate the selected Offeror’s performance for that portion of FY05 that the selected Offeror is fully responsible for the management and operation of LBNL. Performance Objectives, Criteria and Measures have been established for Science and Technology; Laboratory Leadership; Facilities and Infrastructure Management; Environment, Safety and Health Protection; Information Technology Management and Cybersecurity; Financial Management; Human Resources; Procurement; and Property Management. The Assessment and Appraisal Process to be used is also included.</p>

L.57 – Price Anderson Amendments Act (PAAA) Indemnification	TOC	Deleted title
L.57– Price Anderson Amendments Act (PAAA) Indemnification	ALL	Deleted
L.58 – List of Acronyms	TOC	Changed to L.57
L.59 – Section L Appendices	TOC	Changed to L.58
L, Appendix 4	Identification Data	Period of Contract Performance: 4/1/05 changed to 6/1/05
L, Appendix 4	(2)	Wording changed as follows: (for the first year, June 1, 2005 through September 30, 2005 assume one third of the dollar amounts specified in A for purposes of B through G below)
L, Appendix 4	(2)(E) (2)(F)	From: SDB (including 8a) - \$6.7M 5% Women-Owned - \$6.7M 5% To: SDB (including 8a) - \$20.1M 15% Women-Owned - \$13.4M 10%
L, Appendix 6		Replaced Org. Chart with a new version
M.5 – Cost and Fee Criteria		Changed 1 st paragraph as follows: Cost proposals will be evaluated for cost reasonableness and realism in accordance with FAR 15.404. The evaluation will include consideration of the cost to the Government of doing

		business with each Offeror during the transition period and the reasonableness of the proposed annual compensation costs for Laboratory Key Personnel. The Government will determine the probable cost of each Offeror's transition activities.
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