

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 1 (Received 07/22/2004)**

Is there an attendees list available from the pre-bid conference and tour held, I believe, last year?

**Response (09/02/2004):**

A list of the companies that were represented at the Information Conference which was held during June 2003 is available on the shared library at [www.id.doe.gov](http://www.id.doe.gov) under Joint/General/Information Regarding the Bidders Conference held on June 18 -19, 2003.

**Section C, Attachment or Provision/Clause No.**

**Question No. 2 (Received 07/27/2004)**

Should the work already complete or planned for completion by the end of May 2005, as presented by Mr. Provencher on 7-26-04, be incorporated into our estimate or should we follow the current SOW in the RFP? If we are to reflect current status of activities at the site, will the RFP be amended to correct the SOW?

**Response (07/29/2004):**

Proposals shall conform to the Statement of Work in the ICP final RFP. As stated in Section B.10(a) of the final RFP, the contractor shall have a one-time opportunity to identify any material differences in the actual status of completed work site conditions compared to the projected status established in the RFP, and notify the CO of such differences within 30 days after contract takeover. The DOE will independently evaluate this status. The contractor/DOE evaluations may result in post-award changes to the statement of work and a request for equitable adjustment.

**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 3 (Received 07/27/2004)**

Is there a list of potential bidders or a sign-in sheet with contact information that you could provide me? I'm an 8(a) contractor looking to team on the solicitation.

**Response (08/11/2004):**

A list of potential offerors will be available on the shared library at [www.id.doe.gov](http://www.id.doe.gov) under ICP/Tours. Due to privacy concerns, names of individuals are not provided.

**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 4 (Received 07/27/2004)**

Where would I get more information on the changes between the draft and the final RFPs?

**Response (07/28/2004):**

The final RFP supersedes the draft RFP, including all comments and responses that were posted to the ICP web page. A summary document that compares the draft and the final RFP is not available.

**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 5 (Received 07/27/2004)**

Does the Idaho Cleanup Project scope of work relate to (a) environmental management risk reduction and clean up services, and (b) management of the Idaho National Laboratory and advancing its core nuclear energy and national security missions?

**Response (07/28/2004):**

The scope of work for the Idaho Cleanup Project (RFP No. DE-RP07-03ID14516) relates to environmental management risk reduction and clean up services. The scope of work for the Idaho National Laboratory (RFP No. DE-RP07-03ID14517) relates to management of the Idaho National Laboratory and advancing its core nuclear energy and national security missions. Both RFPs are available at [www.id.doe.gov](http://www.id.doe.gov).

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**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 6 (Received 07/27/2004)**

When I scanned the various documents for information on small business in the ICP RFP, I could not find any specifics on how much work or money is being set aside for these entities. Are there set asides for small business and if so how much?

**Response (07/28/2004):**

There are no set asides for small business. However, the success of the ICP contract will be enhanced through partnerships with small businesses. As such, part of DOE's evaluation of proposals will include how the offerors incorporate small business into their proposed plan to accomplish the project requirements. Refer to Sections L.3(b)(5) and Section M.4(e) of the ICP RFP for further information.

**Section B, Attachment or Provision/Clause No. 10**

**Question No. 7 (Received 07/27/2004)**

Table B.2 states that "Defined benefit pension plan, defined contribution (investment) plan and post-retirement medical benefits costs" are changes for which the contractor is accountable. It is impossible for contractors to accurately predict these costs through the contract period. Furthermore, the contractor has little control over these costs. Hence, this change should be included in Table B.1 - Changes Beyond Contractor Control. This will eliminate the cost contingency that contractors would have to include in the target cost in order to manage the risk of cost growth.

**Response (09/02/2004):**

Table B.2 will be amended to delete the Defined Benefit Pension Plan from "Changes for Which the Contractor is Accountable.

The RFP will be amended to exclude the current BBWI Defined Benefit Pension Plan costs from Target Cost and Target Fee. Therefore, these costs will not be evaluated and offerors will not be required to estimate these costs. The RFP will be amended to incorporate the following:

Offerors shall not include estimated costs for the Defined Benefit Pension Plan for incumbent (grandfathered) employees in their cost proposals. The costs estimated for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees is standardized for all offerors as identified in Section B.2, Defined Benefit Pension Plan Funding. Actual costs for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees shall be on a cost-reimbursement basis outside of the Target Cost and Target Fee of the contract. All other pension and welfare benefits costs pertaining to incumbent (grandfathered) employees, non-incumbent employees (new hires after contract takeover) and retirees, including costs of the defined contribution (investment) plan, post retirement medical benefits, and other pensions and benefits costs (including contractor administrative costs) shall be within the Cleanup Funding and within Target Cost and Target Fee.

**Section A, Attachment or Provision/Clause No. 12**

**Question No. 8 (Received 07/27/2004)**

Section A, SF33 item 12, and Section L.39 require that the offer acceptance period be 220 days. This requires that offers must be valid past the date that the Price Anderson Amendment Act is currently scheduled to expire. We recommend that DOE revise Section A and Section L.39 to set the offer acceptance period to end concurrent with the date that Price Anderson expires. Most contractors will not submit bids that are valid past the date that authority to indemnify under Price Anderson expires. Once Price Anderson is re-authorized, the contractors will happily extend or reinstate their offers. This revision to the RFP will maximize competition by increasing the number of offers submitted.

**Response (09/02/2004):**

Because Congress has not yet renewed the Price Anderson Amendments Act, please see amended Section H.9, Extraordinary Contractual Relief in Lieu of Price Anderson Amendment Act (PAAA) Coverage.

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**Section B, Attachment or Provision/Clause No. 6**

**Question No. 9 (Received 07/27/2004)**

Section B.6(c) introduces the concept of "earned fee." Section B.7(a) seems to indicate that the amount of previously "earned fee" is ignored in the final fee determination, and it is treated the same as provisional fee in determining amounts earned or due. Please clarify the meaning and intent of the earned fee concept.

**Response (07/29/2004):**

Section B.7(a) reads, in part, "The final fee payment will be the difference between the final fee determination amount minus the provisional and earned fee payments made during the contract period as adjusted by conditional payment of fee provisions per Section B.6(d) of the contract."

**Section B, Attachment or Provision/Clause No. 10**

**Question No. 10 (Received 07/27/2004)**

Table B.1 states that an REA will only be considered if the cost increase resulting from a change to an existing ROD is greater than 20%. This threshold seems to be unequitable, presuming that the change was not initiated by the contractor. We suggest 2 to 5% is a threshold more common in commercial practice.

**Response (07/29/2004):**

The first item in Table B.1 covers changes stemming from DOE direction or new regulatory requirements that are eligible for an REA. The second item on Table B.1 applies to contractor initiated or proposed changes to a ROD that result in a cost increase of 20% or more to the baseline estimate developed by the contractor.

**Section B, Attachment or Provision/Clause No. 10**

**Question No. 11 (Received 07/27/2004)**

Table B.2 indicates that an REA will not be given for litigation concerning matters under the control of the contractor. Experience tells us that DOE management contractors are subject to substantial nuisance litigation, particularly in the outfall of reductions in force. Most of these actions are found without merit. We suggest that the provision be modified to require some clear fault on the part of the contractor for an equitable adjustment to be inappropriate.

**Response (07/29/2004):**

Comment noted.

**Section C, Attachment or Provision/Clause No. 1.4**

**Question No. 12 (Received 07/27/2004)**

In the 5th paragraph of C.1.4, reference is made to the site-wide level RCRA permits. Will the INL contractor also be a signatory to these site-wide permits?

**Response (07/29/2004):**

It is expected that the INL contractor will sign/certify permit modification requests to the site-wide level RCRA permit volume (Volume 3) applicable to INL facilities.

**Section C, Attachment or Provision/Clause No. 4-**

**Question No. 13 (Received 07/27/2004)**

Exhibit C.4-2 contains overhead functions and personnel that must be carried on until January 31, 2007. Section C.1.10, which describes this table, seems to imply that none of the incumbent personnel in this exhibit can be subject to a reduction in force until January 31, 2007. Is this interpretation correct?

**Response (07/29/2004):**

As stated in Section H.21, Workforce Transition and Human Resources Management, employee separations shall be consistent with applicable DOE policy and approved workforce-restructuring plans.

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**Section H, Attachment or Provision/Clause No. 4**

**Question No. 14 (Received 07/27/2004)**

Section H.4.IV.B defines a 60-day approval period for baseline changes (that do not affect the contract, presumably). Experience shows that the change control board must meet and act weekly for the change control process to work effectively. A 60-day approval cycle will result in a continuously obsolete baseline. We request that the approval period for baseline changes that do not affect the contract be changed to 7 days.

**Response (07/29/2004):**

The 60-day approval period applies only to those baseline changes that require DOE Headquarters approval.

**Section H, Attachment or Provision/Clause No. 621**

**Question No. 15 (Received 07/28/2004)**

Is there a DOE approved INEEL Work Force Restructuring Plan later than July 1998? If so how can this be obtained?

**Response (07/29/2004):**

The July 1998 version of the INEEL Work Force Restructuring Plan is the most current version.

**Section G, Attachment or Provision/Clause No.**

**Question No. 16 (Received 07/28/2004)**

Small businesses would benefit from DOE allowing for small businesses not to be included in the fee pool. Right now, as the RFP stands, large company teams are saying that they are not going to include small businesses in their teams because they have to include them in the fee pool. Thus, the current RFP requirements are hurting the small business community. We request that you reconsider this approach and allow for small business in a separate fee pool. This approach was taken in the new River Corridor RFP and is helping small businesses participate fully in that procurement.

**Response (07/29/2004):**

As stated in Section B.4 of the ICP final RFP, there will be a single fee pool under this contract. The total fee, allowable to the prime contractor and all of its members in a joint venture or limited liability company, and/or subcontractors proposed and considered a part of this contract selection, shall not exceed the maximum fee specified in B.4(a). DOE has emphasized throughout the RFP that the success of the ICP contract will be enhanced through partnerships with small businesses. As such, part of DOE's evaluation of proposals will include how the offerors incorporate small business into their proposed plan to accomplish the project requirements.

**Section L, Attachment or Provision/Clause No.**

**Question No. 17 (Received 07/28/2004)**

To support small business participation on the teams pursuing this procurement, we would like to suggest that you require that the teams include in their proposals, not only a small business plan, but that they also name small businesses in the team with defined scope and size of work.

**Response (07/29/2004):**

As stated in Section M.4(e) of the ICP final RFP, DOE will evaluate the participation and extent to which small businesses are included in the offeror's proposed plan to accomplish project requirements, in terms of the overall share of the work, the variety and complexity of the work to be performed, and participation in management of the work. The offeror has flexibility to name small businesses on its team along with the nature, scope and complexity of the work.

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**Section L, Attachment or Provision/Clause No.**

**Question No. 18 (Received 07/29/2004)**

Section L(5)(ii) states: "The offeror shall describe the participation of such small business as part of the offeror's plan to accomplish project requirements, (e.g., team members, joint venture partners, subcontractors). The offeror shall provide the following for each such small business:

- a.A description of the proposed contractual relationships;
- b.A description of the type of work, in terms of the variety and complexity of the work; and,
- c.The term and dollar amount of work."

This seems to indicate that the offeror should have selected some small businesses prior to submittal, be able to list each, understand the scope of each, and include them in the proposal.

Is this the government's desire?

If so, according to Section B, these small businesses are to be paid fee from the single fee pool? Is this the government's desire?

**Response (08/04/2004):**

As stated in Section M.4(e), DOE will evaluate the participation and extent to which small businesses are included in the offeror's proposed plan to accomplish project requirements, in terms of the overall share of the work, the variety and complexity of the work to be performed, and participation in management of the work. Further stated in B.4(b), there will be a single fee pool under this contract. The total fee, allowable to the prime contractor and all of its members in a joint venture or limited liability company and/or subcontractors proposed and considered a part of this contract selection, shall not exceed the maximum fee specified in B.4(a).

**Section L, Attachment or Provision/Clause No.**

**Question No. 19 (Received 07/29/2004)**

Attachment L-5 requests the standard information for preparation of a small business plan. Attachment L-6 does the same for a small disadvantaged business plan. In both cases, the plans define how such businesses will be selected after award. This seems to be in conflict with page 12 of Section L that asks for a list of such businesses. One interpretation is that you are asking for both involvement of small businesses in each offeror team and a small business plan for future subcontracts. Is this the government's intention or are they truly in conflict and one or the other will be modified later?

**Response (08/04/2004):**

The offeror has flexibility in its proposal to name small businesses on its team along with the nature, scope and complexity of the work that will be evaluated per Section L.3(b)(5). The information in Section L, Attachments 5 and 6, sets forth the offeror's small business plan for future subcontract goals and targets. The offeror's small business subcontracting plan and small business targets will become a part of the contract resulting from this RFP.

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**Section G, Attachment or Provision/Clause No. 5**

**Question No. 20 (Received 07/30/2004)**

In section G.5.b, Fee Invoices, it appears Fees Small Businesses included as part of a proposal would share in Fee paid to the Team. Small businesses would benefit from DOE allowing for small businesses not to have to be included in the fee pool. Right now, as the RFP stands, large company teams are saying that they are not going to include small businesses in the team because they have to include them in the fee pool. Thus, this approach taken by DOE is hurting the small business community. We kindly request that you reconsider this approach, and allow for small businesses in a separate fee pool. This approach was taken in the River Corridor RFP and it is helping small businesses participate fully in that procurement.

**Response (08/04/2004):**

As stated in Section B.4 of the ICP final RFP, there will be a single fee pool under this contract. The total fee, allowable to the prime contractor and all of its members in a joint venture or limited liability company, and/or subcontractors proposed and considered a part of this contract selection, shall not exceed the maximum fee specified in B.4(a). DOE has emphasized throughout the RFP that the success of the ICP contract will be enhanced through partnerships with small businesses. As such, part of DOE's evaluation of proposals will include how the offerors incorporate small business into their proposed plan to accomplish the project requirements.

**Section L, Attachment or Provision/Clause No. 3**

**Question No. 21 (Received 07/30/2004)**

In section L.3.b.5, Small Business, requirements of the Small Business Plan are outlined. To support small business participation on the teams, we would like to suggest that you require that the teams include not only a small business plan, but that they name small businesses in the team with defined scope and size of work.

**Response (08/04/2004):**

The offeror has flexibility in its proposal to name small businesses on its team along with the nature, scope and complexity of the work that will be evaluated per Section L.3(b)(5). The information in Section L, Attachments 5 and 6, sets forth the offeror's small business plan for future subcontract goals and targets. The offeror's small business subcontracting plan and small business targets will become a part of the contract resulting from this RFP.

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**Section C, Attachment or Provision/Clause No. 3.4**

**Question No. 22 (Received 08/02/2004)**

We were told on the site tour that the design detail for the Pit 4 Interim Action is available to the bidders. We cannot locate the design documents on the shared library. Can you please post all the necessary design detail documents and decision documents related to Pit 4 construction and operation on the shared library, along with any associated detailed design cost information?

**Response (08/10/2004):**

The following list of documents, containing design and cost information for the Pit 4 Interim Action, have been added to the ICP RFP Shared Library:

DOE/ID-11113, Rev. 0, September 2003, Draft B: Mission Need Statement: Pit 9 Remediation Project

EDF-4478: Waste Inventory of Area G in Pit 4 for the ARP at RWMC

ICP/EXT-03-00121: Conceptual Design Report for the Accelerated Retrieval Project at Area G of Pit 4 within the RWMC

ICP/EXT-04-00283: Excavation Plan and Sequential Process Narrative for the Accelerated Retrieval Project for a Described Area within Pit 4

The following document is in the CERCLA Administrative Record at [ar.inel.gov](http://ar.inel.gov):

DOE/NE-ID-11146: Engineering Evaluation/Cost Analysis for the Accelerated Retrieval of a Designated Portion of Pit 4

**Section C, Attachment or Provision/Clause No. 3.3**

**Question No. 23 (Received 08/02/2004)**

Please issue for public review all data and analyses performed since issuance of the PERA and ABRA documents relating to waste inventory, character and associated risk from associated contaminants within the SDA. Please provide any and all assessments of the SDA that would unfairly influence the incumbent's ability to provide the DOE a optimally efficient technical proposal.

**Response (08/05/2004):**

The Preliminary Evaluation of Remedial Alternatives (PERA) for the Subsurface Disposal Area and the Ancillary Basis for Risk Analysis (ABRA) of the Subsurface Disposal Area have been followed up with continuing analysis. The information regarding inventory, character and associated risk has not changed substantially since the time these documents were issued. Additional risk reduction analysis is included in the current plans for grouting beryllium blocks and for accelerated retrieval of buried waste. All publicly available documents can be located in the OU 7-13/14 section of the CERCLA Administrative Record at [ar.inel.gov](http://ar.inel.gov). Maps with GPS coordinates showing the location of waste materials are not publicly available, because of security concerns. However, waste disposal information can be reviewed in a controlled location in Idaho Falls. Arrangements can be made to review this information by contacting Elaine Richardson at [richarem@id.doe.gov](mailto:richarem@id.doe.gov).

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**Section C, Attachment or Provision/Clause No. 3.3**

**Question No. 24 (Received 08/02/2004)**

Please provide any supplemental data or information related to the DOE's planning for Pad A wastes. This would include identification of draft documents under preparation that may provide insight into the DOE's preferred handling/disposition for these wastes.

**Response (08/04/2004):**

The OU 7-12 Record of Decision in the CERCLA Administrative Record provides the final remedial decision that has been implemented for Pad A. Since the OU 7-13/14 Baseline Risk Assessment, Remedial Investigation, Feasibility Study, and Proposed Plan are yet to be developed, no decisions have been made concerning Pad A, with respect to the OU 7-13/14 Record of Decision. Further, there are currently no draft documents in preparation for the handling or disposition of wastes located within Pad A.

**Section C, Attachment or Provision/Clause No. 3.4**

**Question No. 25 (Received 08/02/2004)**

Please describe and define how much of the Pit 4 operation will remain at the start of the contract, both in terms of the nature of the efforts for the waste from the quarter acre, plus the amount of budget that will be used for retrieval (which we're told will be complete) versus the proportion of the budget that will remain for waste characterization and processing for disposal.

**Response (08/11/2004):**

The current retrieval plan is for excavation to start on October 18, 2004 and to complete by September 30, 2005. Therefore, with a contract takeover date of May 1, 2005, approximately five (5) months of retrieval work and most, if not all, of the TRU waste characterization work will be performed under the ICP contract. Additional cost and schedule information is available in DOE/NE-ID-11168, An Independent Review of the Accelerated Retrieval Project dated April 30, 2004, that is available on the shared library.

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**Section C, Attachment or Provision/Clause No. 3.4**

**Question No. 26 (Received 08/02/2004)**

Please post the following 5 documents in PDF format on the Administrative Record or on the Shared Library.

COMPREHENSIVE INVENTORY OF RADIOLOGICAL AND NONRADIOLOGICAL CONTAMINANTS ON WASTE BURIED SUBSURFACE DISPOSAL AREA (SDA) INEL RWMC DURING YEARS 1952 - 1983, VOL.01 - FORMERLY EGG-WM-10903

COMPREHENSIVE INVENTORY OF RADIOLOGICAL AND NONRADIOLOGICAL CONTAMINANTS IN WASTE BURIED IN SUBSURFACE DISPOSAL AREA (SDA) OF INEL RWMC DURING YEARS 1952 - 1983, VOL.02

COMPREHENSIVE INVENTORY OF RADIOLOGICAL AND NONRADIOLOGICAL CONTAMINANTS IN WASTE BURIED IN SUBSURFACE DISPOSAL AREA (SDA) INEL RWMC DURING YEARS 1952 - 1983, VOL.03

COMPREHENSIVE INVENTORY OF RADIOLOGICAL AND NONRADIOLOGICAL CONTAMINANTS IN WASTE BURIED IN THE SUBSURFACE DISPOSAL AREA (SDA) INEL RWMC DURING THE YEARS 1952 - 1983, VOL.04

COMPREHENSIVE INVENTORY OF RADIOLOGICAL AND NONRADIOLOGICAL CONTAMINANTS IN WASTE BURIED IN SUBSURFACE DISPOSAL AREA (SDA) OF INEL RWMC DURING YEARS 1952 - 1983, VOL.05

These documents are currently posted on the Administrative Record as individual GIF pages, but cannot be downloaded and printed without extensive effort and time. Please provide these five documents in PDF format on the electronic Administrative Record, (similar to all the other Comprehensive Inventory documents that are posted on this page) such that bidders can efficiently search the documents for necessary information or print the documents if necessary.

**Response (08/05/2004):**

The requested documents are now available as PDF files in the CERCLA Administrative Record at [ar.inel.gov](http://ar.inel.gov).

**Section C, Attachment or Provision/Clause No. 2.6**

**Question No. 27 (Received 08/02/2004)**

Section C.2.6 states, "As an interim disposition step, the contractor shall empty CPP-651 of all SNM Inventory by September 30, 2005". Specifically, which materials are considered Special Nuclear Material subject to removal by September 30, 2005?

**Response (08/04/2004):**

As stated in Section L.36(d), Nuclear Materials inventory data, including storage locations, is available upon written request to those offerors who sign a security nondisclosure statement (Section L – Attachment 10). The data that will be provided identifies those Special Nuclear Materials that are located in CPP-651 and per the RFP are to be removed by September 30, 2005. Note that the ANL-W EBR-II scrap metal and oxide (Item 5) quantity shown in Table C.2 as "15." kg U, was inadvertently truncated and is actually "15.369" kg U.

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**Section C, Attachment or Provision/Clause No. 2.7**

**Question No. 28 (Received 08/02/2004)**

There appears to be a conflict between Clause C.2.7 & C.11 regarding the operations and maintenance of CPP-666. C.2.7 would include it in scope, C.11 assigns operations and maintenance of CPP-666 to potential work outside of target cost. We suggest that the apparent conflict be resolved by deleting reference to CPP-666 in C.11.

**Response (08/04/2004):**

C.2.7 correctly includes operations and maintenance of CPP-666 within scope (and within Target Cost). C.11, Potential Work Outside of Target Cost, is incorrect in regard to CPP-666 operations and maintenance.

**Section C, Attachment or Provision/Clause No. 3.4**

**Question No. 29 (Received 08/02/2004)**

Please post the following document on the Administrative Record or the Shared Library:

Mission Need Statement: Pit 9 Remediation Project (AR DOE/ID-11113, Rev. 0, draft A, September, 2003

Further, please make available the following documents:

EDF-4478: Waste Inventory of Area G in Pit 4 for the ARP at RWMC

ICP/EXT-03-00121, Conceptual Design Report for the Accelerated Retrieval Project at Area G of Pit 4 within the RWMC

ICP/EXT-04-00283, Excavation Plan and Sequential Process Narrative for the Accelerated Retrieval Project for a Described Area within Pit 4.

**Response (08/04/2004):**

The requested documents are available on the Shared Library. Note, however, that the September 2003 version of the Mission Need Statement for the Pit 9 Remediation Project is Draft B.

**Section C, Attachment or Provision/Clause No. 6.21**

**Question No. 30 (Received 08/02/2004)**

What version of Passport is currently in use by EM at INEEL?

**Response (08/09/2004):**

The current version of Passport is Version 9.2.

**Section C, Attachment or Provision/Clause No. 6.21**

**Question No. 31 (Received 08/02/2004)**

Relative to INTEC, how many Passport work order tasks are generated on a yearly basis for:

1. Preventive Maintenance
2. Corrective Maintenance

**Response (08/20/2004):**

During FY 2003 about 480 preventive maintenance items were performed at INTEC. Approximately 1,276 corrective maintenance items were performed consisting of 257 work orders and 1019 minor maintenance items. From October 2003 through May 2004, about 326 preventive maintenance items were performed at INTEC. Approximately 1171 corrective maintenance items were performed consisting of 318 work orders and 853 minor maintenance items.

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**Section C, Attachment or Provision/Clause No. 6.21**

**Question No. 32 (Received 08/02/2004)**

Relative to Passport, how many pieces of equipment have an adequate Bill of Materials?

**Response (08/17/2004):**

A comprehensive master equipment list exists for the EM program within the Passport maintenance management system. However, parts lists, or bills of materials, associated with equipment are identified through the warehouse material control function using a separate database. Parts are ordered based upon Passport-generated work orders, the parts are binned, put into kits, and reordered as they are consumed.

**Section C, Attachment or Provision/Clause No. 9.2**

**Question No. 33 (Received 08/03/2004)**

In order that we can get the most accurate assessment of current status of the ISMS at Idaho, could you provide the following documents in the shared library for review by offerors?

1. BBWI Integrated Safety Management System Description
2. The current Phase I, Phase II, or combined Phase I&II Verification Report of the incumbents Integrated Safety Management System

**Response (08/11/2004):**

The requested documents are posted on the Shared Library.

**Section C, Attachment or Provision/Clause No. 2.7**

**Question No. 34 (Received 08/04/2004)**

C.2.7, Spent Nuclear Fuel (page 27 of 56). Operations, surveillance and maintenance costs for CPP-666 are currently shared with NR.

Should the offeror assume that 100% of the operations, surveillance and maintenance costs for CPP-666 are part of the EM baseline?

**Response (08/09/2004):**

Yes. Because NR billing credits do not reimburse the EM program directly, offerors should assume that 100% of the operations, surveillance and maintenance costs for CPP-666 are part of the EM baseline and are included in the Contract Target Cost per Section C.2.7. Section C.11, Potential Work Outside of Target Cost, is incorrect in regard to CPP-666 operations and maintenance.

**Section C, Attachment or Provision/Clause No. 5.6**

**Question No. 35 (Received 08/04/2004)**

Section C.5.6, Fuel Transfers from TRA to INTEC. Reference Table C.7, SNF at TRA to be Transferred to INTEC, page 46 of 56.

Are the units specified in column 2 grams of total uranium?

**Response (08/11/2004):**

Grams of total uranium is correct, except for the sixth entry, seven grams of H B Robinson fuel, which is total plutonium.

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**Section C, Attachment or Provision/Clause No. 2.7**

**Question No. 36 (Received 08/04/2004)**

C.2.7.2, Contract Interface with other INTEC Program Sponsors (p 28 of 56)

The National Spent Fuel Program is not specified as an interface nor as part of the scope, and is not listed in Table C.3, SNF Roles and Responsibilities.

Is the ICP contractor expected to execute or simply interface with the National Spent Fuel Program?

**Response (08/05/2004):**

Execution of the National Spent Fuel Program is not included in the ICP RFP statement of work and the ICP contractor will only interface with the National Spent Fuel Program. If the National Spent Fuel Program were assigned to the ICP contractor after contract award, Section C.11 of the contract would apply.

**Section C, Attachment or Provision/Clause No. 2.8**

**Question No. 37 (Received 08/04/2004)**

C.2.8.2, High Level Waste (HLW) Calcine (p. 31 of 56)

The RFP states that the final HLW waste package shall satisfy the OCRWM WASRD requirements for HLW disposal.

Does this refer to only the inner payload container, or does it refer to the overall Yucca burial configuration?

**Response (08/11/2004):**

The final HLW waste package must satisfy all of the OCRWM WASRD requirements including canister and shipping requirements to make it acceptable for transport and emplacement in the repository waste package. The RFP assumes the WASRD will be modified to qualify other waste forms, for example calcine, in addition to the current specification of borosilicate glass.

**Section L, Attachment or Provision/Clause No. 4**

**Question No. 38 (Received 08/04/2004)**

Reference L.4(b). The offeror shall not use written material during the open presentation.

Is it correct to assume that offerors may prepare an electronic presentation (e.g., Powerpoint) for use during the open presentation, as long as there are no written materials?

**Response (08/09/2004):**

Electronic media may be used during the open presentation, but no hardcopies or other materials are to be used, distributed, or left with the SEB.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section C, Attachment or Provision/Clause No. 3.3**

**Question No. 39 (Received 08/04/2004)**

Please clarify the apparent conflict between the milestone dates for the following WAG 7 actions identified in Section C.3.3 (page 33 of 56) versus the milestone dates listed on Exhibit C.1 (page 3 of 8).

Draft Remedial Investigation and Baseline Risk Assessment (RI/BRA)

Section 3.3.3 August 31, 2006

Exhibit C.1 12/31/05

Draft Proposed Plan

Section 3.3.3 March 31, 2007

Exhibit C.1 3/31/06

Draft ROD for OU 7-13/14

Section 3.3.3 December 31, 2007

Exhibit C.1 12/31/06

**Response (08/05/2004):**

The milestone dates shown in Section C.3.3 of the final ICP RFP are the correct dates.

**Section L, Attachment or Provision/Clause No. 5**

**Question No. 40 (Received 08/04/2004)**

RFP Section L.5(a) (page 15 of 34) instructs the offeror to include all costs associated with completing the entire SOW in Sections C.1 through C.12.

Section C.2.4.3 (page 23 of 56) directs the contractor to prepare an alternative technical approach to prepare the SBW for disposal as HLW.

Section B.10, Table B.1 Changes Beyond Contractor Control indicates that DOE direction to treat SBW as HLW versus TRU would be outside of the contractors target cost subject to an equitable adjustment.

Since the alternative technical approach for treatment of SBW as HLW required by Section L.3(b)(1)(i)(a) is outside of the ICP target cost to be proposed, is it correct to assume that the costs associated with the alternative SBW approach should not be included in Volume III, Cost and Fee Proposal?

**Response (08/05/2004):**

Cost information is not required for the alternative SBW approach and shall not be included in Volume III, Cost and Fee Proposal.

**Section L, Attachment or Provision/Clause No. 2**

**Question No. 41 (Received 08/04/2004)**

Section L.2(a)(7) of the RFP requires that the Volume I cover letter include: The complete formal name and address of the offerors organization and/or other participants to be used in the resulting contract. Please clarify the term participants. If the offeror is a newly formed entity, would participants include the companies that formed the entity, as well as major subcontractors to the new entity?

**Response (08/05/2004):**

The term "participants" includes the newly formed entity, the companies that formed that entity and major subcontractors that are part of the proposed team.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section L, Attachment or Provision/Clause No. 2**

**Question No. 42 (Received 08/04/2004)**

Section L.2 (a)(8) of the RFP requires that the Volume I cover letter include information regarding the representatives of the Government agency having administrative cognizance over the offeror, contractor team arrangement (as defined in FAR 9.601), or parent company, as applicable. If the offeror is a newly created entity comprised of existing organizations, is it your desire to have DOE become the Cognizant Government Agency over the new entity if it has been created solely to perform the work in this contract? Or would you prefer that the Cognizant Government Agency remain that of the existing organizations that comprise the new entity?

**Response (08/11/2004):**

If a new entity were formed solely for the purpose of proposing on this contract, DOE-ID would become the Cognizant Government Agency as soon as the new entity has established financial systems in place. During the transition period, the Cognizant Government Agencies of the parent companies of the respective firms would remain as they are now.

**Section L, Attachment or Provision/Clause No. 3**

**Question No. 43 (Received 08/05/2004)**

This clause directs bidders to include the Small Business Subcontracting Plan and Small Disadvantaged Business Participation Program Targets (Attachments 5 and 6 respectively) to be included in Volume II. Since the plans/targets include cost information, please verify that these should be placed in Volume II even though L.3(a)(1) states that "no contractual cost information" should be included in this volume.

**Response (08/17/2004):**

The Small Business Subcontracting Plan and Small Disadvantaged Business Participation Program Targets to be included in Volume II are to include the total dollars (and derived percentages) planned to be subcontracted. This information will be evaluated in accordance with the criteria stated in Section M.4(e) and will not be evaluated as "contractual cost information."

**Section L, Attachment or Provision/Clause No. 3**

**Question No. 44 (Received 08/05/2004)**

For the INTEC cleanup (Section L, page 6 of 24), what will be the cleanliness criteria to determine that no residual solids remain in the tank?

**Response (08/12/2004):**

The alternative technical approach does not request or require cleaning tanks to criteria different from that currently in place per RCRA closure plans. The alternative requested assumes that DOE will be unable to resolve the reprocessing waste WIR classification issues during the term of this contract, with the result that the SBW will be classified as HLW and that cleaned tanks will not be able to be grouted in place as LLW. If DOE ultimately pursues the alternative approach, the SBW work scope would be modified (through negotiation) to disposition the SBW as HLW. In that scenario, the contractor shall also complete flushing, cleaning and emptying of all the tank farm tanks (Section C.2.8.1) to current cleanliness standards, but shall not close the tanks.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section C, Attachment or Provision/Clause No. 4**

**Question No. 45 (Received 08/05/2004)**

There seems to be an inconsistency on the required end state for the TAN high-risk facilities. Section C.4.1.2 calls for the demolition of these facilities while section C.1.6.4 states that individual building end states "shall be proposed by the contractor." Please confirm that the offerors should select the end states for the high risk facilities in TAN.

**Response (08/09/2004):**

Section C.1.6.4 states, in general, that individual building end states for high risk facilities, which includes the two high risk facilities at TAN, shall be proposed by the contractor. Section C.4.1.2 defines the end state for the remaining TAN-607 complex and TAN-650 Loft Reactor Containment Complex as demolition. However, the contractor shall propose end states for the TAN-607 wet storage pool that, as a minimum, shall include removal or immobilization of all water, sludge and debris.

**Section L, Attachment or Provision/Clause No. 2**

**Question No. 46 (Received 08/05/2004)**

In the instructions for resume preparation, DOE asks for current customer address and phone number. Will the name of the agency or company be sufficient, or should the key person designate a specific point of contact at the agency or company?

**Response (08/11/2004):**

Provide the current address and phone number of the client/customer that you want the Source Evaluation Board to contact.

**Section C, Attachment or Provision/Clause No. 3.4**

**Question No. 47 (Received 08/06/2004)**

In RFP section C.3.4 WAG-7 Waste Exhumation, pg 34; two of the listed waste streams to be retrieved are entitled "Rocky Flats Building 741 sludges and Rocky Flats Building 743 sludges". Was it DOE's intention to list "Rocky Flats Series 741 sludges and Rocky Flats Series 743 sludges" instead?

**Response (08/11/2004):**

In this case, the terms "building" and "series" are used interchangeably.

**Section L, Attachment or Provision/Clause No.**

**Question No. 48 (Received 08/07/2004)**

To allow accurate calculation of fringe rates, the current annual cost of retiree medical benefits is needed. We believe the "Health Insurance" costs posted on the shared library include the cost of both employee and retiree benefits. Please provide the cost of retiree medical and clarify whether the data contained in the FY 04 fringe budget (\$48.6035 million in health care costs) is or is not inclusive of retiree medical costs.

**Response (08/18/2004):**

The FY-04 Fringe Benefit Table on the shared library shows that \$48.603M has been estimated for Health Insurance. This amount includes both retiree and current employee medical benefits costs. About 910 retirees currently receive medical benefits. Average annual employer paid benefit costs, for both retirees and current employees, are about \$8K per person. On this basis, annual retiree costs are approximately \$7.3M and current annual employee costs are approximately \$41.3M, for a total annual cost of approximately \$48.6M.

Note: All INEEL employee and retiree benefits costs, i.e., INEEL Retirement Plan (Defined Benefit Pension Plan and Defined Contribution Investment Plan) and Medical and Welfare benefits are shared at 58% to the ICP contract and 42% to the INL contract through contract duration.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section H, Attachment or Provision/Clause No. 13**

**Question No. 49 (Received 08/09/2004)**

Section H.13 of the RFP requires that the Contractor provide various insurances (Worker's Compensation and Employer's Liability Insurance, General Liability Insurance, and Automobile Liability Insurance). Under the current contract, these insurance requirements are provided through DOE's WAUSAU program. Please confirm that DOE desires that the contractor obtain risk transfer insurance for the coverages listed in Section H.13.

**Response (08/12/2004):**

All insurances listed in H.13 are required. The mechanism or method by which the contractor obtains those policies is up to the contractor.

**Section I, Attachment or Provision/Clause No. 137**

**Question No. 50 (Received 08/09/2004)**

The RFP incorporates DEAR 970.5232-5 -- "Liability with respect to Cost Accounting Standards." Please verify that, consistent with this clause, the Contractor's pension costs for providing benefits to grandfathered employees as required by the Contract will be allowable costs not limited by the provisions of CAS 412 and 413.

**Response (09/02/2004):**

Contractor's pension costs for providing benefits to grandfathered employees are allowable and reimbursable where consistent with contract provision I.21, ALLOWABLE COST AND PAYMENT (DEC 2002)/DEAR 952.216-7, ALTERNATIVE II.

The RFP will be amended to exclude the INEEL Defined Benefit Pension Plan costs from Target Cost and Target Fee. Therefore, these costs will not be evaluated and offerors will not be required to estimate these costs. The RFP will be amended to incorporate the following:

Offerors shall not include estimated costs for the Defined Benefit Pension Plan for incumbent (grandfathered) employees in their cost proposals. The costs estimated for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees is standardized for all offerors as identified in Section B.2, Defined Benefit Pension Plan Funding. Actual costs for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees shall be on a cost-reimbursement basis outside of the Target Cost and Target Fee of the contract. All other pension and welfare benefits costs pertaining to incumbent (grandfathered) employees, non-incumbent employees (new hires after contract takeover) and retirees, including costs of the defined contribution (investment) plan, post retirement medical benefits, and other pensions and benefits costs (including contractor administrative costs) shall be within the Cleanup Funding and within Target Cost and Target Fee.

**Section I, Attachment or Provision/Clause No. 92**

**Question No. 51 (Received 08/09/2004)**

I.92, Excusable Delays, provides that "the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor." We have interpreted that this relaxation of the completion date for the purposes of "default" would also apply to the "completion date" set forth in Section B.3(a), e.g., an excusable delay such as a flood would result in shifting the completion date and thus schedule incentive trigger date of Section B.4(c). Please confirm that our interpretation is reasonable.

**Response (08/11/2004):**

The contract completion date under clause B.3(a) is September 30, 2012. Offerors should not assume application of clause I.93 (note the question contains an erroneous reference to I.92) will result in an extension of the contract completion date. Depending on the circumstances, the contingencies described in clause I.93 may form the basis for waiving application of the fee reduction provision in clause B.4(c).

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section H, Attachment or Provision/Clause No. 21**

**Question No. 52 (Received 08/09/2004)**

Due to some inconsistencies in the Section H.21 text, please confirm that pension plan contributions, PBGC premiums, post-retirement welfare plan costs, and related management/administrative costs are allowable and fully reimbursable.

**Response (08/12/2004):**

All of the aforementioned costs are allowable and reimbursable where consistent with contract provision I.21, ALLOWABLE COST AND PAYMENT (DEC 2002)/DEAR 952.216-7, ALTERNATIVE II. The INEEL pension plan is exempt from Pension Benefits Guaranty Corporation (PBGC) costs.

**Section H, Attachment or Provision/Clause No. 21**

**Question No. 53 (Received 08/09/2004)**

Reference H.21(b)(vi). If the contract is terminated with a follow-on contract will pension and post-retirement benefit sponsorship be passed to the successor contractor?

**Response (08/11/2004):**

DOE will continue sponsorship of ICP contract benefit plans, either through a successor contractor, or through the existing contractor as directed by DOE, at DOE's sole discretion per Section H.21(b)(vi)a-d.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section H, Attachment or Provision/Clause No. 21**

**Question No. 54 (Received 08/09/2004)**

H.21 and B10 (Table B.2) require the contractor to include pension and other benefit costs in its target cost. How will DOE evaluate most probable cost for future pension contributions and post-retirement welfare obligations? Would DOE provide these values to ensure comparability of target cost among the Offerors?

In response to an earlier question on this issue, DOE referred the offerors to the shared library. We have reviewed the library materials and do not believe they are sufficient to arrive at a credible estimate. In order to arrive at this estimate, would DOE please provide all data necessary to calculate these costs including:

Plan descriptions for the INEEL Employee Retirement Plan, INEEL Employee Investment Plan, and INEEL Health and Welfare Plans.

For the INEEL Employee Retirement Plan the most recent:

- a. Form 5500
- b. Actuarial valuation report
- c. Investment performance report
- d. Census data for plan participants or an age/service grid (in 5-year bands) that shows the number of participants and payroll cost.
- e. Any other recent and/or relevant reports projecting future pension contributions
- f. A description of the likely method or methods expected to be used to allocate cost to the INL and ICP contractors for all co-sponsored benefit plans.

**Response (09/02/2004):**

The following information has been posted to the shared library to assist development of retirement and welfare benefits cost estimates:

INEEL Employee Retirement Plan (employee handbook)  
INEEL Employee Investment Plan (employee handbook)  
INEEL Health and Welfare Plans (employee handbook)  
Administration Information for INEEL Employee Benefits Programs  
Latest Forms 5500 for INEEL employee benefits plans  
INEEL Employee Retirement Plan Valuation Results for Plan Year Ending September 30, 2004  
INEEL Actuarial Valuation Report as of October 1, 2003 for the Plan Year and Taxable Year Ending September 30, 2004

The RFP will be amended to exclude the current BBWI Defined Benefit Pension Plan costs from Target Cost and Target Fee. Therefore, these costs will not be evaluated and offerors will not be required to estimate these costs. The RFP will be amended to incorporate the following:

Offerors shall not include estimated costs for the Defined Benefit Pension Plan for incumbent (grandfathered) employees in their cost proposals. The costs estimated for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees is standardized for all offerors as identified in Section B.2, Defined Benefit Pension Plan Funding. Actual costs for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees shall be on a cost-reimbursement basis outside of the Target Cost and Target Fee of the contract. All other pension and welfare benefits costs pertaining to incumbent (grandfathered) employees, non-incumbent employees (new hires after contract takeover) and retirees, including costs of the defined contribution (investment) plan, post retirement medical benefits, and other pensions and benefits costs (including contractor administrative costs) shall be within the Cleanup Funding and within Target Cost and Target Fee.

Note: All INEEL employee and retiree benefits costs, i.e., INEEL Retirement Plan (Defined Benefit Pension Plan and Defined Contribution Investment Plan) and Medical and Welfare benefits are shared at 58% to the ICP contract and 42% to the INL contract through contract duration.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section C, Attachment or Provision/Clause No. 4-**

**Question No. 55 (Received 08/09/2004)**

In Exhibit C.4-1, 1.3, Computer Operations, it is indicated that The ICP contractor shall self-supply business management, e-mail and work control systems, as desired. Should the ICP contractor decide to utilize all or a portion of existing BBWI systems, is it correct to assume that, at the INL contractor's takeover date (February 1, 2005), all INL system work will be segregated from the BBWI system work. As a result, when the ICP contractor arrives on March 15, 2005, is it correct to assume that the remaining BBWI systems will be populated solely with the BBWI workscope and data? More specifically, is it correct to assume that the BBWI HR and Purchasing Systems will be populated only with BBWI employee data and BBWI purchase order data and that the ICP contractor will be responsible to hire all of the BBWI incumbents identified in the HR System and assume responsibility for all of the BBWI purchase orders identified in the BBWI Purchasing System?

**Response (08/12/2004):**

As of the INL contract takeover date, it is reasonable to assume that INL system work will be segregated from the BBWI system work. Similarly, it is reasonable to assume that the ICP contractor can readily obtain BBWI work scope and data. It is expected that, by the time the ICP contractor arrives, much of the computer system operations and associated information will be segregated. In any case, computer system operations should be fairly transparent to the ICP contractor.

Regarding the BBWI Human Resources information, the ICP contractor will be able to readily obtain employee names, job titles and salaries for all on-board employees to which the ICP contractor will be expected to offer employment.

Regarding the BBWI purchase order data, the ICP contractor will be able to readily obtain purchase order information for which they are responsible.

Please refer to Section H.21 of the ICP RFP for requirements related to offering employment to BBWI incumbent employees. Also note that, as required by the Section C.1.10 of the ICP RFP, the ICP contractor shall have a formal interface agreement in place with the INL contractor, prior to the contract takeover date, describing how the INL and ICP contractors divide, manage and perform the services listed in Exhibits C.4-1 and C.4-2 through January 31, 2007.

**Section C, Attachment or Provision/Clause No. 4-**

**Question No. 56 (Received 08/09/2004)**

In Exhibit C.4-1, 1.3, Computer Operations, it is indicated that The ICP contractor shall self-supply network servers or negotiate for services from the INL contractor. This statement seems to be inconsistent since ICP is sharing the cost of both Mandatory Site Services and Other Site Services at the rate of 58% of the total costs. Since the network server costs are included in the total costs, is it correct to assume that there will not be an additional cost charge over an above the 58% cost share?

**Response (08/11/2004):**

The statement in Exhibit C.4-1 was worded in such a manner as to give the ICP contractor maximum flexibility in establishing its computer operations. The ICP contractor is required to fund Information Technology Infrastructure, as part of the mandatory site services, through January 31, 2007 at the rate specified in Table 1 of Exhibit C.4-1, whether it uses those services or not. Clearly, if the ICP contractor so desires, it can self supply those systems, but so doing will not relieve the ICP contractor of its obligation to fund the INL contractor for those mandatory services through January 31, 2007. The "58% share" referenced in the question is applicable to both employees and costs associated with "Other Site Services" as listed in Exhibit C.4-2. Please note that, as required by Section C.1.10 of the ICP RFP, the ICP contractor shall have a formal interface agreement in place with the INL contractor, by the contract takeover date of May 1, 2005, describing how the services in Exhibit C.4-1, "Mandatory Site Services Provided by the INL Contractor," and Exhibit C.4-2, "Other Site Services," will be managed. This agreement will explain how the ICP and INL contractors divide, manage and perform these services. These "Other Site Services" may be accomplished by having the ICP and INL contractors perform them independently or by having the ICP and INL contractors share the performance and/or the computer systems. In any event, the ICP Contractor is responsible for 58% of the total employees and costs presently associated with "Other Site Services."

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section C, Attachment or Provision/Clause No. 4-**

**Question No. 57 (Received 08/09/2004)**

Exhibit C.4-2 provides the Indirect Costs associated with Other Site Services that will be shared between the ICP and INL contractors. In the FY 2004 Indirect Cost data in the shared library, the sum of the Level 7 Work Package Funding Authorization values does not equal the Indirect Cost Baseline Level 5 cost values for C.5.03.01.10, C.5.03.01.12, C.5.03.01.15, C.5.03.01.16, C.5.05.01.08, C.5.05.01.12 and C.5.05.01.15. The sum of the costs for the work packages was less than the total Level 5 baseline values by \$2,280.7K, \$1,835.8K, \$221.4K, \$342.1K, \$1,398.5K, \$30.0K and \$830.6K respectively. Apparently, some additional Level 7 WBS elements were not posted on the shared library. Additionally, WBS elements 5.03.01.15.04.01 and 5.03.01.27.01.01, that were posted on the shared library, could not be opened. Can you please post the missing Level 7 work package authorizations as well as re-post the two work package documents that could not be opened?

**Response (08/12/2004):**

The missing Level 7 work packages will be posted to the shared library and the work packages that could not be opened on the shared library will be re-posted.

**Section B, Attachment or Provision/Clause No. 10**

**Question No. 58 (Received 08/09/2004)**

Table B.2 indicates that the Contractor is responsible for cost changes associated with the defined benefit pension plan. BBWI letter CCN 4811 on the shared library indicates that the FY 2004 rates include a \$24M company contribution for the pension plan. The FY 2004 Fringe Budget as shown on the shared library shows a contribution of \$27,411.5K. Does the difference between these numbers represent estimated actuarial expenses and PGBC costs?

**Response (09/02/2004):**

The \$24M value represented an indirect rate-planning estimated amount for budget development. The defined benefit pension plan actuary evaluation report completed in April 2004 identified the funding requirement for FY 2004 as \$27.4M. The INEEL pension plan is exempt from PBGC costs.

The RFP will be amended to exclude the current BBWI Defined Benefit Pension Plan costs from Target Cost and Target Fee. Therefore, these costs will not be evaluated and offerors will not be required to estimate these costs. The RFP will be amended to incorporate the following:

Offerors shall not include estimated costs for the Defined Benefit Pension Plan for incumbent (grandfathered) employees in their cost proposals. The costs estimated for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees is standardized for all offerors as identified in Section B.2, Defined Benefit Pension Plan Funding. Actual costs for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees shall be on a cost-reimbursement basis outside of the Target Cost and Target Fee of the contract. All other pension and welfare benefits costs pertaining to incumbent (grandfathered) employees, non-incumbent employees (new hires after contract takeover) and retirees, including costs of the defined contribution (investment) plan, post retirement medical benefits, and other pensions and benefits costs (including contractor administrative costs) shall be within the Cleanup Funding and within Target Cost and Target Fee.

Note: All INEEL employee and retiree benefits costs, i.e., INEEL Retirement Plan (Defined Benefit Pension Plan and Defined Contribution Investment Plan) and Medical and Welfare benefits are shared at 58% to the ICP contract and 42% to the INL contract through contract duration.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section B, Attachment or Provision/Clause No. 10**

**Question No. 59 (Received 08/09/2004)**

Table B.2 indicates that the Contractor is responsible for cost changes associated with the defined benefit pension plan. The pension plan cost estimate on the shared drive shows three potential estimates labeled as Minimum, Midpoint and Maximum. Does the Minimum estimate represent the ERISA minimum contribution as required by law? Does this Minimum estimate presume that the investment return will be 8% each year and that all other actuarial assumptions are achieved? Do these estimates include actuarial expenses as well as PGBC costs?

What is the logic basis for the Minimum, Midpoint and Maximum estimates? If they reflect different estimates of portfolio performance with all other variables unchanged, what portfolio performance assumptions were used for each scenario?

**Response (09/02/2004):**

The Minimum and Maximum are actuarial estimates of required contributions to the defined benefit pension plan as of April 2004 as reported in "INEEL Employee Retirement Plan Valuation Results for Plan Year Ending September 30, 2004" (p.31). The values in this report (assuming an investment return of 8%) were then allocated at 58% to the ICP contract to derive the estimates for FYs '05 thru '08 shown on the shared library. The mid-point value was provided as a reference point only. Please refer to new postings on the shared library for the "INEEL Employee Retirement Plan Valuation Results for Plan Year Ending September 30, 2004" and the "INEEL Actuarial Valuation Report as of October 1, 2003 for the Plan Year and Taxable Year Ending September 30, 2004" for further basis of the values. The INEEL pension plan is exempt from Pension Benefits Guaranty Corporation (PBGC) costs.

The RFP will be amended to exclude the current BBWI Defined Benefit Pension Plan costs from Target Cost and Target Fee. Therefore, these costs will not be evaluated and offerors will not be required to estimate these costs. The RFP will be amended to incorporate the following:

Offerors shall not include estimated costs for the Defined Benefit Pension Plan for incumbent (grandfathered) employees in their cost proposals. The costs estimated for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees is standardized for all offerors as identified in Section B.2, Defined Benefit Pension Plan Funding. Actual costs for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees shall be on a cost-reimbursement basis outside of the Target Cost and Target Fee of the contract. All other pension and welfare benefits costs pertaining to incumbent (grandfathered) employees, non-incumbent employees (new hires after contract takeover) and retirees, including costs of the defined contribution (investment) plan, post retirement medical benefits, and other pensions and benefits costs (including contractor administrative costs) shall be within the Cleanup Funding and within Target Cost and Target Fee.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section B, Attachment or Provision/Clause No. 10**

**Question No. 60 (Received 08/09/2004)**

Table B.2 indicates that the Contractor is responsible for cost changes associated with the defined benefit pension plan. The Note on the pension plan cost estimate on the shared library indicates that ICP will assume 58% of overhead costs. Previously, fringe benefits had been allocated on the basis of payroll dollars. Assuming that the average employee pay is the same for both ICP and INL, then the ratio of employees would approximate the percentage of payroll dollars for each contractor. For example, the RFP specifies that INL will hire 2845 BBWI employees and ICP will hire 2629 employees. This would indicate that ICP would hire 48% of the payroll dollars. If a 58% split were used, ICP would be paying 10% more than it currently pays for pension costs under the assumption that all ICP/INL employees remain in the current BBWI defined benefit plan. If this approach was applied to the FY 2004 estimated costs of \$27.4M, the ICP cost share would have increased by \$2.7M, a significant change. Is this DOE's intent or will pension costs, through January 31, 2007, be allocated on the basis of payroll dollars, as they have been in the past?

If the INL or ICP contractor modify pension plans and fewer employees remain in the current BBWI defined benefit plan, is it correct to assume that the percentage split will be equitably adjusted?

**Response (09/02/2004):**

The actual defined benefit annual pension plan costs are to be shared between the contractors with 58% to ICP and 42% to the INL. The ICP and INL contractors shall establish understandings to implement this 58%/42% cost sharing requirement.

The RFP will be amended to exclude the current BBWI Defined Benefit Pension Plan costs from Target Cost and Target Fee. Therefore, these costs will not be evaluated and offerors will not be required to estimate these costs. The RFP will be amended to incorporate the following:

Offerors shall not include estimated costs for the Defined Benefit Pension Plan for incumbent (grandfathered) employees in their cost proposals. The costs estimated for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees is standardized for all offerors as identified in Section B.2, Defined Benefit Pension Plan Funding. Actual costs for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees shall be on a cost-reimbursement basis outside of the Target Cost and Target Fee of the contract. All other pension and welfare benefits costs pertaining to incumbent (grandfathered) employees, non-incumbent employees (new hires after contract takeover) and retirees, including costs of the defined contribution (investment) plan, post retirement medical benefits, and other pensions and benefits costs (including contractor administrative costs) shall be within the Cleanup Funding and within Target Cost and Target Fee.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section K, Attachment or Provision/Clause No. 11**

**Question No. 61 (Received 08/09/2004)**

Reference Section K, Representations and Certifications, Clause K.11, Certification of Toxic Chemical Release Reporting.

There is an apparent conflict between the required certification in K.11 and Section C.1.4, Agency Agreements and Regulatory Interface. Specifically, the last paragraph in C.1.4 specifies that the INL Contractor is responsible for certain site-wide functions including Emergency Planning and Community Right-to-Know reporting, and that the ICP Contractor shall provide to the INL Contractor the appropriate information, data (certified if necessary), and support necessary to complete its (i.e., INL Contractor) site wide functions.

Section K.11, requires the ICP Contractor to complete a Certification of Toxic Chemical Release Reporting when it will not be directly responsible for Emergency Planning and Community Right-to-Know reporting.

Does DOE require completion of the certification in Section K.11 certification if the Statement of Work requires the ICP Contractor to only provide the appropriate information to the INL Contractor necessary for the INL Contractor to comply with the Emergency Planning and Community Right-to-Know reporting requirements?

**Response (08/12/2004):**

Clause K.11 requires that for Toxic Chemical Release reporting the offeror agrees that for the life of the contract, it will file Form Rs required under both Emergency Planning and Community Right to Know Act (EPCRA) and Pollution Prevention Act (PPA). There is no inconsistency because the "certification" reference in K.11(b) means that the offeror is promising to DOE that it will submit these Form Rs for the life of the contract. Under the EPCRA and PPA statutes and regulations, there is a separate "certification" requirement, which the successful ICP contractor will be responsible for each time it submits its Form R's – that is, a certification provided to the INL contractor for forwarding to the regulator that the information provided is true, accurate and complete to the best of the contractor's knowledge and belief.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section Z-General, Attachment or Provision/Clause No.**

**Question No. 62 (Received 08/09/2004)**

Please provide a copy of the "April 2004 actuarial update to the pension estimates for FYs '05 thru '08 for ICP employees (2,629) at INEEL" that was quoted in "ICP Defined Benefit Pension Plan and Defined Contribution Investment Plan Cost Estimates" on the shared library.

**Response (09/02/2004):**

The "INEEL Employee Retirement Plan Valuation Results for Plan Year Ending September 30, 2004" (April 2004) and the "INEEL Actuarial Valuation Report as of October 1, 2003 for the Plan Year and Taxable Year Ending September 30, 2004" (June 2004) are now posted on the shared library.

The RFP will be amended to exclude the current BBWI Defined Benefit Pension Plan costs from Target Cost and Target Fee. Therefore, these costs will not be evaluated and offerors will not be required to estimate these costs. The RFP will be amended to incorporate the following:

Offerors shall not include estimated costs for the Defined Benefit Pension Plan for incumbent (grandfathered) employees in their cost proposals. The costs estimated for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees is standardized for all offerors as identified in Section B.2, Defined Benefit Pension Plan Funding. Actual costs for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees shall be on a cost-reimbursement basis outside of the Target Cost and Target Fee of the contract. All other pension and welfare benefits costs pertaining to incumbent (grandfathered) employees, non-incumbent employees (new hires after contract takeover) and retirees, including costs of the defined contribution (investment) plan, post retirement medical benefits, and other pensions and benefits costs (including contractor administrative costs) shall be within the Cleanup Funding and within Target Cost and Target Fee.

Note: All INEEL employee and retiree benefits costs, i.e., INEEL Retirement Plan (Defined Benefit Pension Plan and Defined Contribution Investment Plan) and Medical and Welfare benefits are shared at 58% to the ICP contract and 42% to the INL contract through contract duration.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section L, Attachment or Provision/Clause No. 5**

**Question No. 63 (Received 08/10/2004)**

Please provide the incumbent contractor's Form 5500 filed with the Department of Labor for the period 10/1/02-9/30/03. This information will allow offerors to better estimate benefits costs.

**Response (09/02/2004):**

The latest Forms 5500 for INEEL employee benefits programs are now posted on the shared library.

The RFP will be amended to exclude the current BBWI Defined Benefit Pension Plan costs from Target Cost and Target Fee. Therefore, these costs will not be evaluated and offerors will not be required to estimate these costs. The RFP will be amended to incorporate the following:

Offerors shall not include estimated costs for the Defined Benefit Pension Plan for incumbent (grandfathered) employees in their cost proposals. The costs estimated for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees is standardized for all offerors as identified in Section B.2, Defined Benefit Pension Plan Funding. Actual costs for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees shall be on a cost-reimbursement basis outside of the Target Cost and Target Fee of the contract. All other pension and welfare benefits costs pertaining to incumbent (grandfathered) employees, non-incumbent employees (new hires after contract takeover) and retirees, including costs of the defined contribution (investment) plan, post retirement medical benefits, and other pensions and benefits costs (including contractor administrative costs) shall be within the Cleanup Funding and within Target Cost and Target Fee.

Note: All INEEL employee and retiree benefits costs, i.e., INEEL Retirement Plan (Defined Benefit Pension Plan and Defined Contribution Investment Plan) and Medical and Welfare benefits are shared at 58% to the ICP contract and 42% to the INL contract through contract duration.

**Section L, Attachment or Provision/Clause No. 3**

**Question No. 64 (Received 08/11/2004)**

RFP Section L.3(a) states that the technical proposal consists of written information to satisfy the requirements of the Statement of Work(SOW). The offeror shall address all requirements in the SOW. This leads us to believe that offerors should address all elements of the SOW.

However Section L.3(b), including subsections, only asks offerors to respond to SOW elements C.1 through C.7, and omits any mention of SOW elements described in C.8 through C.11.

Furthermore, Section M, specifically Section M.3(b), does not describe any evaluation factor or weighting for discussions of SOW C.8 through C.11.

We assume that Section L.3(b) prevails, since L.3(a) is a general statement and L.3(b) provides specifics, and because there is no apparent evaluation of approaches to SOW C.8 through C.11. Therefore, we assume that the RFP is only asking for responses to SOW elements C.1 through C.7. Is that correct?

**Response (08/18/2004):**

The offeror shall address all requirements in the SOW. As described in Section C.1.5, Sections C.1, C.9, C.10 and C.12 describe the general contract requirements for work activities that apply to Sections C.2 through C.7. These general requirements apply to all work activities conducted in the multiple geographic areas that will be evaluated in accordance with M.4(a)(1), as part of the offeror's performance-based technical approach to the SOW discussed in Sections C.2 through C.7.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section L, Attachment or Provision/Clause No. 4**

**Question No. 65 (Received 08/13/2004)**

Clause L.4(b)(2) Technical Interview: May the Key Personnel team generate slides electronically or develop overheads during their 30 minute preparation period which they can then use during the 60 minute presentation period to respond to the certain portion of the work to be discussed? If not, will a flip chart and markers be provided during the 30 minute prep period, or be allowed to be brought in by the offeror, to be used to enhance the planning for and presentation of the certain portion of the work to be discussed?

**Response (08/17/2004):**

Neither electronic media nor pre-prepared written materials will be allowed for the technical interview. However, a white board, blank flip chart pad and easel, blank overhead transparencies and an overhead projector and markers will be available for the technical interview. None of the material used during the technical interview will be retained by the SEB nor are hardcopies or other materials to be distributed or left with the SEB. Note: Electronic media may be used during the open presentation, but no hardcopies or other materials are to be used, distributed, or left with the SEB (See Response to Question 38).

**Section L, Attachment or Provision/Clause No. 4**

**Question No. 66 (Received 08/13/2004)**

Clause L.4 (b)(2) Technical Interview: At the conclusion of the 60-minute presentation in this portion of the Oral Interview, will the 30 minutes of questions to follow be clarification questions on that specific presentation or on any aspect of the offeror's proposal?

**Response (08/17/2004):**

Questions during the 30-minute period following the technical interview will be specific to the portion of work selected for the technical interview, and will not be limited to clarification questions.

**Section L, Attachment or Provision/Clause No. 25**

**Question No. 67 (Received 08/13/2004)**

Clause L.25 Small Business Plan and Clause M.4(e) Small Business evaluation criteria. The L.25 instructions require completion of the Section L Attachment 5 Small Business Subcontracting Plan which includes the 8(a) certified small business concern category and does not include the veteran owned small business concern category. The M.4(e) Small Business evaluation criteria, however, includes the veteran owned small business (VOSB)concern category and does not include the 8(a) veteran owned small business concern category. Is it DOE's intent to require information and subsequently evaluate participation/past performance with respect to both the VOSB and the 8a VOSB categories? Please clarify.

**Response (08/17/2004):**

It is DOE's intent to require information and to evaluate proposals that include consideration of all small business concerns, including both veteran-owned small business concerns and service-disabled veteran-owned small business concerns.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section C, Attachment or Provision/Clause No. 2.4**

**Question No. 68 (Received 08/13/2004)**

Clause C.2.4.3 Sodium Bearing Waste. Please provide a listing of the open necessary activities and associated deliverables required of the contractor to enable DOE to issue the ROD for the Idaho High-Level Waste & Facilities Disposition Final Environmental Impact Statement, September 2002 (HLW EIS) on SBW Treatment.

**Response (08/18/2004):**

Activities to enable issuance of the ROD include (contextual references are drawn from the Idaho High-Level Waste & Facilities Disposition Final Environmental Impact Statement, September 2002 (HLW EIS)):

Developing and delivering information for the proposed technology for the treatment of the Sodium Bearing Waste as in the HLW EIS, Appendix C-6, Project Information;

Developing and delivering: a list of facilities associated with the proposed technology (see HLW EIS Table C.6.1-18, Table C.6.1-24 as examples); potential projects associated with the proposed technology (see HLW EIS Table C.6.1-19, Table C.6.1-24 as examples) and data for the projects, such as description, emissions, number of radiological workers, construction workers; etc. (see HLW EIS Project P9A & P23A beginning on page C.6-45 and Project P9B & P23B as examples);

Developing and delivering information regarding any interim storage, including quantities, location, and length of time for the final waste form pending shipment; and

Developing and delivering information on the final waste form, where it will be shipped and number of shipments (see HLW EIS Appendix C.5 Transportation, Table C.5-1 and Table C.5-11 for examples).

Delivery of the above information will allow DOE to conduct a 10 CFR Part 1021.216 evaluation to ensure that the proposed technology is within the scope of the analysis in the HLW EIS.

**Section C, Attachment or Provision/Clause No. 2.4**

**Question No. 69 (Received 08/13/2004)**

Clause C.2.4.3 Sodium Bearing Waste. What is the current status of the ROD for the Idaho High-Level Waste & Facilities Disposition Final Environmental Impact Statement, September 2002 (HLW EIS) on SBW Treatment and DOE's corresponding estimated target date for ROD issuance?

**Response (08/18/2004):**

Work on the ROD for the Idaho High-Level Waste & Facilities Disposition Final Environmental Impact Statement, September 2002 (HLW EIS) is currently on hold pending resolution of legal uncertainties concerning classification of Sodium Bearing Waste and award of the ICP contract. Upon resolution of the legal uncertainties and ICP contract takeover, DOE will establish a target date for ROD issuance.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section C, Attachment or Provision/Clause No. 3.5**

**Question No. 70 (Received 08/13/2004)**

C.3.5.4 Fuel Skeleton Baskets. Does DOE have any characterization information on the Dry Rod Consolidation Technology nuclear fuel skeleton baskets currently located in WMF-714, including information of the quantity and packaging of this material?

**Response (09/02/2004):**

Waste Description: The components from the Westinghouse 15 x 15 fuel assemblies are the upper and lower end stainless steel fittings (SS 304), hold down springs (Inconel 718), grid spacers (Inconel 718) with portions of guide tubes (Zircalloy-4) and stainless steel rods (SS 304). The completed fuel assemblies were restricted from contacting hazardous materials. Removal of the fuel assembly upper end fittings during the DRCT Project in the TAN Hot Shop was by dry internal diameter tube cutting, using no cutting fluids. The waste consists of approximately 52% by weight of SS 304 and 47% by weight of Inconel 718. Total waste volume is approximately 1.95 cubic meters in six (6) containers.

Packaging Description: DOT -17C, UN1A2 stainless steel drums, 22.5 inches in diameter and 52 inches high, with a volume of 86 gallons. The diameter is the same as a standard 55-gallon drum, and the non-standard height was selected to maximize use of the cask volume. The material is placed in a 10-gauge carbon steel liner that is placed in the drum. The weights range from 410 pounds to 560 pounds.

Waste Categorization: Dose rates range from approximately 25,000 to 48,000 mSv per hour (2500 to 4800 R/hr) on the surface of the disposal package. The waste is considered remote handled low-level radioactive waste with Co-60, Ni-63 and Cs-137 as the predominant isotopes. Small amounts (less than one nanocurie per gram) of Pu-241 and Cm-242 are also present.

**Section C, Attachment or Provision/Clause No. 3.5**

**Question No. 71 (Received 08/13/2004)**

What date shall the Offeror assume as last date for receipt of rejected waste from AMWTP, by waste category?

**Response (08/18/2004):**

Please refer to the last sentence of Section C.3.5 of the SOW which states that the ICP contractor shall negotiate with the AMWTP contractor regarding the method and timing for transferring rejected waste. As stated in Section C.1 of the SOW, the ICP contractor has the responsibility for total performance under the contract, including determining the specific methods for accomplishing the work. Further, Section H.1 of the RFP states that activity logic links shall depict all work scope constraints and decision points and shall be integrated into a total project network schedule. Based on the above discussion, the ICP contractor shall determine the last date for receipt of rejected waste from AMWTP as part of its life cycle baseline developed in accordance with Section H.1(b) of the RFP.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section H, Attachment or Provision/Clause No. 21**

**Question No. 72 (Received 08/17/2004)**

It is our understanding that contractors at other DOE sites have both multi-employer and multiple-employer co-sponsored plans. Since these two type of plans have significantly different funding rules we need to determine the following:

Is the INL-ICP co-sponsored plan expected to be a multi-employer plan or multiple-employer plan?

Were the pension cost estimates provided on the shared library based on a multi-employer, multiple-employer, or single employer plan?

In a multiple-employer plan, funding costs are determined using the same rules as single-employer plans, including the potential for additional minimum funding requirements (related to current liability funded status). Costs are determined separately for each employer, with assets allocated on the same basis as in a plan termination or a plan spin-off. If this is the case does DOE still intend for total plan cost to be shared on a 58%/42% ratio?

In a multi-employer plan, minimum funding rules differ substantially from single employer or multiple-employer rules. There is no additional minimum funding requirement; and amortization periods, particularly for gains/losses, are longer. These differences result in significantly less funding volatility. Also, cost increases resulting from demographic changes (relative to the actuarial assumptions) at one participating employer may be shared by all other employers. Therefore, in order to properly estimate the pension costs for ICP, we need to have information about projected changes in employee demographics of INL. Accordingly, do the pension cost estimates provided on the shared library take into account any likely demographic changes in the INL and ICP workforces?

Multi-employer plans generally have "withdrawal" liabilities. If the pension plan is categorized as a multi-employer plan, does DOE expect this liability to be included in target cost?

**Response (09/02/2004):**

The INL-ICP co-sponsored plan is a multiple-employer plan. DOE intends for total plan costs to be shared at 58% to the ICP contract and 42% to the INL contract through contract duration.

The RFP will be amended to exclude the current BBWI Defined Benefit Pension Plan costs from Target Cost and Target Fee. Therefore, these costs will not be evaluated and offerors will not be required to estimate these costs. The RFP will be amended to incorporate the following:

Offerors shall not include estimated costs for the Defined Benefit Pension Plan for incumbent (grandfathered) employees in their cost proposals. The costs estimated for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees is standardized for all offerors as identified in Section B.2, Defined Benefit Pension Plan Funding. Actual costs for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees shall be on a cost-reimbursement basis outside of the Target Cost and Target Fee of the contract. All other pension and welfare benefits costs pertaining to incumbent (grandfathered) employees, non-incumbent employees (new hires after contract takeover) and retirees, including costs of the defined contribution (investment) plan, post retirement medical benefits, and other pensions and benefits costs (including contractor administrative costs) shall be within the Cleanup Funding and within Target Cost and Target Fee.

**Section G, Attachment or Provision/Clause No. 5**

**Question No. 73 (Received 08/17/2004)**

Section G.5(b) makes unallowable the payment of fee to members of a team. The DEAR authorizes the payment of fee to contractor affiliates when certain prerequisites are met (see, e.g., DEAR 970.4402-3). Under what circumstances will the payment of fee to affiliates of team members constitute an allowable cost?

**Response (08/18/2004):**

DEAR Clause 970.4402-3 applies to Management and Operating Contracts and is not applicable to the ICP contract. In accordance with Section B.4(b) of the RFP, there will be a single fee pool under this contract. The total fee, allowable to the prime contractor and all of its members in a joint venture or limited liability company and/or subcontractors proposed and considered a part of this contract selection, shall not exceed the maximum fee specified in B.4(a). Fee payments will be made in accordance with Section B.6 Fee Payment Schedule and Adjustments.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section H, Attachment or Provision/Clause No. 2**

**Question No. 74 (Received 08/17/2004)**

Section H.2(a) states, Failure on the part of the contractor to eliminate, avoid or mitigate risks constitutes changes for which the contractor is accountable. It is unclear what is meant by accountable. Does this mean that: (1) costs consequent to such failures are per se unallowable or (2) the costs may be allowable but in no event shall the contractor seek upward adjustment to target cost as a consequence of such costs?

**Response (08/18/2004):**

In this context, "accountable" means costs may be allowable, but in no event shall the contractor seek upward adjustment to target cost as a consequence of such costs.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section I, Attachment or Provision/Clause No. 104**

**Question No. 75 (Received 08/17/2004)**

Sections I.104 and K.15 (and Attachment A thereto) state that a bidding entity with a facility clearance code need not submit the voluminous FOCI materials set forth in Attachment A. Suppose an offeror is a newly created special purpose entity (LLC) created to bid on the ICP opportunity. While the LLC itself does not possess a separate Facility Clearance code, the entities that comprise the LLC individually do possess DOE Facility Clearance codes. Must the LLC submit the voluminous FOCI information set forth in the RFP or may it simply submit the Facility Clearance codes for each individual entity comprising the LLC?

**Response (08/25/2004):**

The newly created entity (LLC) must submit a complete FOCI package to include the SF-328, LLC Certificate of Formation, LLC Operating Agreement, Summary FOCI Date Sheet, and a Owners, Officers, Directors, and Executive Personnel (OODEP) form. The entities that comprise the LLC need only submit proof that they have a facility clearance. Note: Answering "Yes" to any of the questions on the SF-328 may require that additional information be provided.

Following are further clarifications to inquiries received regarding FOCI submittal requirements:

Q: CAGE (Commercial and Government Entity) Code: Can we submit a DOD CAGE Code used for payment purposes?

A: No, contractors with approved Department of Defense (DOD) facility clearance's need to identify their DOD issued Cage Code, the date they submitted their Certificate Pertaining to Foreign Interests, and the FOCI determination date to the Contracting Officer.

Q: We don't have Articles of incorporation and By-laws, because we are a limited Liability Company. What do we need to submit?

A: You need to submit a Certificate of Formation and an Operating Agreement or similar documents filed for the U.S. company's existence and management, and all amendments to those documents.

Q: Owners, Officers, Directors, and Executive Personnel (OODEP). In column one of the OODEP Form are middle initials acceptable?

A: No. Complete names are needed. Middle names must be spelled out or the OODEP will be rejected.

Q: Can column five just identify the level of clearance?

A: No. Column five must identify what clearances, if any, are possessed or are in the process of obtaining and identification of the government agency(ies) that granted or will be granting those clearances.

Q: Can we submit the information requested on the OODEP form in our own format?

A: No. You must complete the OODEP form per the instructions provided. Incomplete forms will not be acceptable.

Q: Representative Foreign Interest. Do all personnel identified on the OODEP form need to complete RFI statements?

A: No. Only members (with security clearances) that hold positions with or serve as consultants for any foreign company must submit a Representative of Foreign Interest Statement.

Q: Facility Security Officer. Are Facility Security Officers (FSO) supposed to be identified on the OODEP?

A: Yes. FSO's must be identified on the OODEP form or it will be rejected.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section C, Attachment or Provision/Clause No. 10**

**Question No. 76 (Received 08/17/2004)**

Section C.10 discusses DOE Support, and provides examples of said support. The examples given refer to the provision of information, technical data and tour support, as well as interactions with the various agencies. Can we assume that interactions are limited to the cost of contractor personnel and travel for such interactions, but do not include funding of any grants to the State of Idaho DEQ, funding the activities of the INEEL Citizens Advisory Board, or similar costs. Can we also assume the term interactions does not include funding for meeting facilities?

**Response (08/25/2004):**

Offerors should assume that interactions with the State of Idaho DEQ, the Citizens Advisory Board (CAB) and other entities are limited to the costs of contractor personnel and travel for such interactions, but do not include funding of any grants to the State of Idaho DEQ or the INEEL Citizens Advisory Board. The contractor will be responsible for funding meeting facilities for interactions with the State of Idaho for the FFA/CO grant, but not for other DEQ or CAB meeting facilities.

**Section C, Attachment or Provision/Clause No. 3**

**Question No. 77 (Received 08/17/2004)**

RFP Section C.3.3 defines the following milestones:  
RWMC Draft RI/BRA due by August 31, 2006  
Draft Proposed Plan by March 31, 2007  
Draft ROD for OU 7-13/14 by December 31, 2007

Exhibit C.1 defines these milestones as:  
RWMC Draft RI/BRA due by December 31, 2005  
Draft Proposed Plan by March 31, 2006  
Draft ROD for OU 7-13/14 by December 31, 2006

Please confirm that the dates in Section C.3.3 are the correct dates.

**Response (08/18/2004):**

As stated in the response to Question # 39, the milestone dates shown in Section C.3.3 of the final ICP RFP are the correct dates.

**Section C, Attachment or Provision/Clause No. 4**

**Question No. 78 (Received 08/17/2004)**

Section C.4.1.2 defines the end state for the remaining TAN-607 complex and TAN-650 Loft Reactor Containment Complex as demolition. Can offerors propose a different end state than demolition?

**Response (08/20/2004):**

Section C.1.6.4 states, in general, that individual building end states for high risk facilities, which includes the two high risk facilities at TAN, shall be proposed by the contractor. Section C.4.1.2 defines the end state for the remaining TAN-607 complex and TAN-650 Loft Reactor Containment Complex as demolition. However, the contractor shall propose end states for the TAN-607 wet storage pool that, as a minimum, shall include removal or immobilization of all water, sludge and debris.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section B, Attachment or Provision/Clause No. 5**

**Question No. 79 (Received 08/17/2004)**

Clause B.5, Items Not Included in Target Cost, includes subsection (h): Energy Employees Occupational Illness Compensation Program Act (EEOICPA) employee compensation and claims costs. It is not clear if workers compensation claims costs arising from EEOICPA claims are considered within employee compensation and claims costs. Please clarify that workers compensation claim costs are included within B.5(h).

**Response (09/02/2004):**

If an employee is deemed to have a valid EEOICPA worker's compensation claim, DOE does not consider that to be compensation. Employee compensation is defined as payroll dollars. An employee is paid worker's compensation payments through the State Worker's Compensation Fund and DOE's contribution/cost for that program is included in the fringe benefit rate. See shared library for fringe values.

To date, the majority of the claims processed at the INEEL have been for former employees. The applicable records have been available through the incumbent contractor and will be turned over to the INL contractor. Costs associated with claims administration for current workers would be the administrative responsibility of the claimant's employer. There have been limited cases that qualify for worker's compensation and the administrative burden has been minimal. Therefore, these administrative expenses will remain in Target Cost.

All former INEEL employees i.e., those who have retired or are not employed by the ICP contractor as of the contract takeover date, are the responsibility of the INL contractor for EEOICPA claims and claims administration costs.

**Section K, Attachment or Provision/Clause No. 12**

**Question No. 80 (Received 08/17/2004)**

Clause K.12, Representation of Limited Rights Data and Restricted Computer Software. Clause K.12 references Rights "in Data" General (FAR 52.227-14) that is to be included in this contract. The referenced FAR 52.227-14 is not included in the Section I clauses, but DEAR 970.5227-1 Rights in Data Facilities clause is included as I.127. Please clarify the correct clause.

**Response (08/18/2004):**

DEAR 970.5227-1 is the correct clause.

**Section L, Attachment or Provision/Clause No. 4**

**Question No. 81 (Received 08/18/2004)**

Section L.4(b)(3) indicates that DOE will schedule interviews for approximately one to two weeks after the due date for receipt of proposals. For planning purposes, it is important for us to understand the specific schedule for the oral interviews. Please confirm that these interviews will take place within one to two weeks of September 20th and that offerors will be notified of the specific schedule within two days after receipt of proposals. Since the offerors are now known to DOE through the Offeror Intention to Submit an Offer response, would it be possible to notify us now of the schedule for oral interviews?

**Response (08/20/2004):**

In accordance with Section L.4(b)(3) DOE will schedule interviews for approximately one to two weeks after the due date for receipt of proposals and offerors will be notified of the specific schedule within two days after the due date for receipt of proposals.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section L, Attachment or Provision/Clause No. 1**

**Question No. 82 (Received 08/18/2004)**

Section L.1.(a), last two sentences state: The electronic documents shall be submitted either in pdf format by using Acrobat Writer 5.0 or be formatted using Microsoft Office 2000 suite. Please do not submit scanned documents.

The output of some software programs (other than Microsoft) are not conducive to generating pdf files directly. Certain portions of an offerors proposal will be more robust using standard industry software than they would be by using a Microsoft product. It becomes extremely time consuming and expensive to convert some of these items into pdf format directly instead of being able to simply scan the printed output into a pdf.

We would like to request that DOE relax the requirement of no scanned documents in the above instances as long as the offeror submits scanned documents in pdf format in a logical and manageable fashion.

**Response (08/20/2004):**

We have requested that documents be submitted in the format specified because documents created in other software may be unreadable by our software. Therefore, the requirements of Section L.1(a) remain unchanged.

**Section K, Attachment or Provision/Clause No. 16**

**Question No. 83 (Received 08/19/2004)**

Reps and Certs Clause K.16, Organizational Conflicts of Interest Disclosure "Advisory and Assistance Services, appears to indicate that an offeror need not submit OCI statements with its Offer. Please clarify whether DOE requires the OCI statement to be submitted initially within its completed Section K Reps and Certs, or if the OCI statement will be required from the Offeror only after it has been notified that it is the apparent successful offeror.

**Response (08/23/2004):**

When the offeror submits the signed representations and certifications in accordance with Clause K.19, the offeror certifies that upon notification that it is the apparent successful offeror or has been selected for final negotiations it shall provide the statement described in paragraph (c) of Clause K.16. The offeror need not submit the OCI statements with its initial proposal.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section H, Attachment or Provision/Clause No. 21**

**Question No. 84 (Received 08/19/2004)**

We have reviewed the answer to your response to Question Numbers 50 and 52 and remain concerned that the Contractor may not be reimbursed in a timely manner for certain pension contributions that it is required to make as a result of its involvement in the INL/ICP co-sponsored employer pension plan. Specifically "allowable costs" for a specific time period calculated in accordance with CAS 412 for a pension plan may be less than the minimum required funding in accordance with ERISA and other regulatory requirements. This difference is accounted for as a CAS 412 pre-payment which may not be recovered for several years into the future and may not even be able to be recovered until the plan is either terminated or the business segment closed in accordance with CAS 413. This is particularly problematic since this pre-payment may exist at the conclusion of the contract. Because providing the benefit is a contract requirement, would DOE consider all required pension contributions to be an allowable cost in accordance with DEAR 970.5232-5 even if that would exceed the amounts that would otherwise be allowable under CAS 412? If not, would DOE make an assessment (or provide the bidders with sufficient actuarial information to allow them to make the assessment) of the CAS 412 allowable costs to allow the contractors to estimate the potential size of the CAS 412 pre-payment that DOE would expect the contractors to fund?

**Response (09/02/2004):**

DOE will reimburse costs necessary for compliance with ERISA resulting from the INL/ICP co-sponsored defined benefit pension plan. DEAR 970.5232-5 is designed to contractually cover variances between CAS and DOE requirements.

The RFP will be amended to exclude the current BBWI Defined Benefit Pension Plan costs from Target Cost and Target Fee. Therefore, these costs will not be evaluated and offerors will not be required to estimate these costs. The RFP will be amended to incorporate the following:

Offerors shall not include estimated costs for the Defined Benefit Pension Plan for incumbent (grandfathered) employees in their cost proposals. The costs estimated for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees is standardized for all offerors as identified in Section B.2, Defined Benefit Pension Plan Funding. Actual costs for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees shall be on a cost-reimbursement basis outside of the Target Cost and Target Fee of the contract. All other pension and welfare benefits costs pertaining to incumbent (grandfathered) employees, non-incumbent employees (new hires after contract takeover) and retirees, including costs of the defined contribution (investment) plan, post retirement medical benefits, and other pensions and benefits costs (including contractor administrative costs) shall be within the Cleanup Funding and within Target Cost and Target Fee.

**Section C, Attachment or Provision/Clause No. 1**

**Question No. 85 (Received 08/19/2004)**

C.1.10 and Exhibit C.4-1 of the ICP RFP requires the ICP contractor to procure mandatory service from the INL contractor through January 2007 at an amount specified in Table 1. In DOE's response to Question 54, the DOE indicated that the ICP contractor will share in 58% of all employee benefit costs. Implicit in the amount for mandatory services are employee benefit costs for those individuals performing those services. Does the DOE expect the ICP contractor to absorb 58% of total employee benefit costs plus the cost specified for mandatory services?

**Response (08/30/2004):**

DOE only intends for the ICP contractor to pay 58% of the total INL/ICP employee and retiree benefits costs excluding ANL-W employees. Employee benefits costs paid by the ICP contractor via mandatory services charges count towards the 58% share. The ICP and INL contractors shall establish procedures to implement this 58%/42% cost sharing requirement.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section C, Attachment or Provision/Clause No. 2.4**

**Question No. 86 (Received 08/19/2004)**

Other Site Services- - Does the "Same Level of Service" for two years mean the same level of staff associated with the service?

**Response (08/23/2004):**

As stated in Section H.21(a)(2), the ICP contractor shall offer employment to the BBWI overhead employees (approximately 540) who have not been hired by the INL contractor by the contract takeover date. This represents 58% of the total number of original incumbent overhead employees who provided landlord services as described in Exhibit C.4-2. However, the ICP contractor and the INL contractor may mutually agree to changes, proposed at any time after contract award, provided DOE approves the changes. As stated in Exhibit C.4-2, the descriptions of "Other Site Services" are intended to provide information on the scope of these services as they presently exist and are not intended to influence the contractor's approach to the ICP work scope. As stated in Section H.21, Workforce Transition and Human Resources Management, employee separations shall be consistent with applicable DOE Policy and approved workforce-restructuring plans.

**Section C, Attachment or Provision/Clause No. 2.4**

**Question No. 87 (Received 08/19/2004)**

What will be the status upon contract award of "Other Site Services," which are subject to negotiation (58/42 split)? Will the INL contractor be allowed to select services prior to the ICP contract award? If so, will the INL selected services be up for renegotiation with the new ICP contractor?

**Response (08/23/2004):**

Assuming that the INL contractor takeover date occurs before the ICP contract award date, DOE expects that the INL contractor will have a formal agreement in place with BBWI describing how "Other Site Services" will be managed. That agreement is expected to explain how the INL contractor and BBWI will divide, manage and perform these services. Subsequent to the ICP contract award date, but before the ICP contract takeover date as stated in Section C.1.10 of the SOW, the ICP contractor shall have a formal interface agreement in place with the INL contractor describing how "Other Site Services" will be managed. As stated in Section H.21(a)(2), the ICP contractor and the INL contractor may mutually agree to changes, proposed at any time after ICP contract award, provided DOE approves the changes.

**Section B, Attachment or Provision/Clause No.**

**Question No. 88 (Received 08/19/2004)**

Subpart (a) suggests that the target cost is for a completion date of September 30, 2012. Section F.3 defines the "term" of the contract to be through September 30, 2012. Finally, Section B.4(c) provides a schedule penalty for each 1% schedule variance. We assume have assumed that this schedule variance is to the September 2012 date. If this is the case, the Term in Section F.3 merely represents the planned completion date, not the actual "term of the contract". Please confirm that this assumption is correct.

**Response (08/25/2004):**

The term of the contract is through September 30, 2012. Any schedule variance will be measured from that date. See Section C.8 of the RFP for more information.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section B, Attachment or Provision/Clause No.**

**Question No. 89 (Received 08/19/2004)**

Subpart (d) provides that even if additional funds are available the completion date is limited to September 30, 2012. Why has DOE constrained completion of the additional scope? Further the contract language is unclear as to whether the additional scope will be included within the existing target structure or whether a separate target cost and fee would be available. We recommend that the provision be revised to make clear that the contractor is entitled to its fee for the basic scope for completion of this work rather than put its fee at risk for the new scope. Specifically, we recommend revising B.4(d) to read in part: "The additional work to be performed, the Target Cost for this work, and the associated Target or Fixed Fee for this additional scope will be subject to mutual agree of the Parties and the contract will be modified prior to the Contractor commencing any such work."

**Response (08/25/2004):**

DOE is not constraining the completion of the additional scope, but rather, as stated in Section C.1.1, "The purpose of this contract is to safely accomplish as much of EM's cleanup mission as possible within available funding while meeting regulatory requirements through the contract completion date" of September 30, 2012. In Section B.4(d), "The additional work to be performed, the estimated costs, and the associated fee will be negotiated and the contract will be modified prior to the contractor commencing any such work" means the additional work to be performed, the Target Cost for this work, and the associated Target or Fixed Fee for this additional scope will be subject to mutual agreement of the Parties and the contract will be modified prior to the contractor commencing any such work.

**Section B, Attachment or Provision/Clause No.**

**Question No. 90 (Received 08/19/2004)**

We assume that the schedule penalty in B.4(c) applies only to the Section C.1-7 scope, not the Section C.8 scope. We recommend that B.4(c) be revised accordingly.

**Response (08/25/2004):**

The schedule penalty does not apply to Section C.8 scope. Any additional scope added to the contract per Section C.8 will have separately negotiated cost, fee, and schedule. Therefore, Section B.4(c) will not be revised.

**Section B, Attachment or Provision/Clause No.**

**Question No. 91 (Received 08/19/2004)**

In Subpart (i), inasmuch as the future of the entire EEOICPA is in question and that the Contractor has no control over the nature of the volume or amount of the claims and the expenses for administering the program have varied widely from site-to-site within the complex, why has DOE included administrative costs for the program in the Target Cost. These expenses should be excluded to assure that the Contractor can provide the level of support that DOE deems appropriate.

**Response (08/27/2004):**

To date, the majority of the claims processed at the INEEL have been for former employees. The applicable records have been available through the incumbent contractor and will be turned over to the INL contractor. Costs associated with claims administration for current workers would be the administrative responsibility of the claimant's employer. There have been limited cases that qualify for worker's compensation and the administrative burden has been minimal. Therefore, these administrative expenses will remain in Target Cost.

All former INEEL employees i.e., those who have retired or are not employed by the ICP contractor as of the contract takeover date, are the responsibility of the INL contractor for EEOICPA claims and claims administration costs.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section B, Attachment or Provision/Clause No. 5**

**Question No. 92 (Received 08/19/2004)**

In subpart (k), which contractor--the ICP contractor or the INL contractor--will be responsible for payment of benefits to current retirees receiving benefits from the pension or retiree medical plans and other INEEL site post retirement benefits? In this regard, we note that the RFP provides an estimate of the active labor force for the two contract scopes, but does not address allocation of these retiree costs? Would DOE add pension contributions and PRBs to the list of excluded costs?

**Response (09/02/2004):**

The INL contractor has responsibility to administer the benefit plans (and make payments) for all current retirees. The cost for employee benefits will be shared at 58% for ICP and 42% for the INL. This includes the benefit costs for current retirees.

The RFP will be amended to exclude the current BBWI Defined Benefit Pension Plan costs from Target Cost and Target Fee. Therefore, these costs will not be evaluated and offerors will not be required to estimate these costs. The RFP will be amended to incorporate the following:

Offerors shall not include estimated costs for the Defined Benefit Pension Plan for incumbent (grandfathered) employees in their cost proposals. The costs estimated for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees is standardized for all offerors as identified in Section B.2, Defined Benefit Pension Plan Funding. Actual costs for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees shall be on a cost-reimbursement basis outside of the Target Cost and Target Fee of the contract. All other pension and welfare benefits costs pertaining to incumbent (grandfathered) employees, non-incumbent employees (new hires after contract takeover) and retirees, including costs of the defined contribution (investment) plan, post retirement medical benefits, and other pensions and benefits costs (including contractor administrative costs) shall be within the Cleanup Funding and within Target Cost and Target Fee.

**Section B, Attachment or Provision/Clause No. 6**

**Question No. 93 (Received 08/19/2004)**

Subpart (c) discusses "conversion" of Provisional Fee to Earned Fee. Section B.7(a) addresses "payment of earned fee". Yet B.6(c) does not appear to have a "payment provision". Is it DOE's intention that if Earned Fee would be subtracted from Provisional Fee payments as of the completion of milestones and, in the event that Earned Fee was greater than Provisional Fee, the Contractor could invoice for the difference?

**Response (08/30/2004):**

By definition, Provisional Fee Payments (RFP Sections B.6(a) and B.6(b)) will always be greater than Earned Fee (RFP Section B.6(c)).

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section B, Attachment or Provision/Clause No. 6**

**Question No. 94 (Received 08/19/2004)**

Subpart (d) adds a penalty if waste shipments are not made due to action or inaction of the contractor. Is it correct to assume that such action or inaction must be the sole cause of the delayed shipment and not just a contributing factor? If not, please explain how DOE intends to penalize the contractor where its actions or inactions are merely a contributing cause.

**Response (08/23/2004):**

Your assumption is correct. Regarding shipments to WIPP, DOE's objective is the effective utilization of TRUPACTs, trucks, drivers, and WIPP receiving and disposal capabilities. Accordingly, DOE expects that the ICP contractor will work closely with the Carlsbad Field Office, per Section H.4, Government Furnished Services/Items (GFSI), in establishing and utilizing the available shipping slots and, ultimately, reaching agreement on the shipping schedules. Once established, DOE expects that the ICP contractor will comply with those schedules. Clearly, it is not DOE's intent to penalize the ICP contractor for shipments missed because of inclement weather, CBFO-initiated changes, Central Characterization Project (CCP) operations (mobile systems) beyond the ICP contractor's control, Headquarters-directed changes, or changes due to regulatory matters outside the ICP contractor's control.

**Section B, Attachment or Provision/Clause No. 6**

**Question No. 95 (Received 08/19/2004)**

Subpart (e) merely references other provisions of the contract and does not appear to add any substantive language. We recommend that it be deleted.

**Response (08/23/2004):**

Although Clause B.6(e) does reference other provisions, it is important that offerors are aware of which clauses apply to payment of fee in case of termination. Therefore, the clause will remain unchanged.

**Section B, Attachment or Provision/Clause No. 7**

**Question No. 96 (Received 08/19/2004)**

In Subpart (a), it is our understanding that the final fee determination will be made in accordance with the terms of the contract. The first sentence of this clause should be deleted. Further, the language in this Section should be revised to refer to acceptance pursuant to Section E.3(b) for the determination of Final Fee.

**Response (08/26/2004):**

The CO will determine final acceptance upon physical completion of the contract requirements, after submission of the Final Declaration. The CO's acceptance will be made in accordance with the terms of the contract, and the final fee determination will be calculated by the CO. The first sentence of Section B.7(a) will not be deleted.

**Section B, Attachment or Provision/Clause No. 7**

**Question No. 97 (Received 08/19/2004)**

In Subpart (b), what is the "overall fee"? We have assumed that this means the final fee less any reductions under the Conditional Payment of Fee Clause. Is this assumption correct?

**Response (08/25/2004):**

The "overall fee" is the same as the "final fee" described in Section B.7(a).

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section B, Attachment or Provision/Clause No. 10**

**Question No. 98 (Received 08/19/2004)**

Subpart (a) provides for a possible adjustment in the Target Cost and Fee based on the actual status of completed work compared to projected status. Is it correct to assume that this 30 day review related only to known conditions of physical completion and not to unknown conditions and that changes for "unknown conditions" would be subject to other terms of the contract.

**Response (08/25/2004):**

Section B.10 is not related to "unknown" site conditions that are subject to other terms of the contract. Section B.10 provides the ICP contractor with a one-time opportunity to identify any material differences in the actual status of completed work compared to the projected status established in the RFP, and to notify the Contracting Officer of such differences within 30 days after contract takeover.

**Section B, Attachment or Provision/Clause No. 10**

**Question No. 99 (Received 08/19/2004)**

For Table B.2, we have assumed that the Contractor is not responsible for fines and penalties in the target (or as an unallowable cost) that are the result of pre-existing conditions. Otherwise, all fines and penalties could arguably be related to the Contractor's inaction. Please confirm.

Further, we have assumed that the reference to H.2 is not intended to be a basis for denying equitable adjustments for events to which the contractor is clearly entitled to an adjustment, e.g., the contractor is not expected to add contingency for potential ROD changes nor will an adjustment be denied on the basis that the Contractor may have failed to mitigate the some of impact of a ROD change.

We further assume that the determination will be made upon physical completion of the end states based on the costs at date of completion. Please confirm.

**Response (08/30/2004):**

The contractor is responsible for fines and penalties imposed by DOE, or any other regulatory agency, if the behavior for which the contractor is being penalized occurred during the course of the contract, as stated in Table B.2 of the RFP. This includes ongoing harm resulting from the contractor's inaction regarding known pre-existing conditions identified according to DEAR 970.5231-4.

The reference to H.2 in Table B.2 correlates with the principle in H.2 that the contractor is responsible for risk mitigation, avoidance and elimination. If a contractor-initiated change to an approved ROD results in an increased risk and/or cost, the contractor is accountable.

Final fee determination will be based upon physical completion of the end states and the costs as of September 30, 2012.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section H, Attachment or Provision/Clause No. 1**

**Question No. 100 (Received 08/19/2004)**

Subpart (d)(2) states that the Assistant Secretary for Environmental Management is required to approve all changes. Why has DOE included in the Contract what appears to be an internal limit on the Contracting Officer's authority?

We further assume that the limitation in Section H.1(d) and the corresponding limitation H.1(d)(3) are not intended to limit the Contractor's rights to equitable adjustments as explicitly provided in other sections of the Contract or resulting from constructive changes as a result of government personnel acting within the scope of their delegated authorities under the contract. Please confirm.

What does the sentence "[r]etroactive changes that affect schedule and cost performance data are not allowed except to correct administrative errors" in Section H.1(d)(5) mean?

**Response (08/23/2004):**

The intent of the statement in H.1(d)(2) is to notify the contractor that any change to the Target Schedule or Target Cost requires approval of the Assistant Secretary for Environmental Management.

Section H.1(d) and H.1(d)(3) confirm that changes that the contractor makes without formal direction from the Contracting Officer are not subject to a Request for Equitable Adjustment.

Section H.1(d)(5) means that DOE will not ratify after-the-fact changes that affect schedule and cost performance data except to correct administrative errors.

**Section H, Attachment or Provision/Clause No. 18**

**Question No. 101 (Received 08/19/2004)**

The restriction in this clause appears to be limited to funds expended from GFY 04 appropriations that were authorized in the Interior Appropriations Act. Accordingly, it does not appear that this provision is applicable to the work. Further, because any actions of the contractor to complete the clean up arguably could indirectly influence Congress with respect to further appropriations for the Idaho Closure Project, the application of the clause is ambiguous. Therefore, we suggest that it be deleted from the RFP or that DOE clarify that performance of the scope of work and preparation of deliverables under the contract do not violate the foregoing.

**Response (08/26/2004):**

The restrictions in this clause apply to funds obligated throughout the term of the contract. It was not DOE's intent that performance of the scope of work and preparation of deliverables under the contract violate the provisions of this clause. The clause will not be deleted from the RFP for the Idaho Cleanup Project.

**Section H, Attachment or Provision/Clause No. 21**

**Question No. 102 (Received 08/19/2004)**

For Subpart (b)(1), we have assumed that "alteration in compensation commensurate with any change in position" applies to increases and decrease in the salary of employees hired by the ICP contractor. Please confirm that the Contract may offer decreased salaries despite the language in this section requiring comparable pay and benefits.

**Response (08/23/2004):**

As stated in H.21(b)(1) employees below the manager level who transition to the contractor will be provided substantially equivalent pay and comparable benefits to the pay and benefits that BBWI employees are receiving as of the final day of the BBWI contract. However, as stated in H.21(b)(1), compensation shall be changed if accompanied by commensurate change in position or job classification.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section H, Attachment or Provision/Clause No. 21**

**Question No. 103 (Received 08/19/2004)**

Subpart (b)(4) makes reference to grandfathered employees of Argonne National Laboratory-West. We are unaware of any current Argonne West employees that would be hired by the ICP contractor as of the transition. Please confirm that the ICP contractor does not need to establish benefit programs comparable to those offered by the University of Chicago for such employees and that the contractor's sole responsibility with respect to such employees relates to service credit.

**Response (09/02/2004):**

The INL RFP requires the new INL contractor to offer employment to all of the current ANL-W employees (except for three key employees). The ICP RFP requires the ICP contractor to offer employment to BBWI employees who have not been hired by the INL contractor by ICP contract takeover date. The INL contractor will become the main sponsor of the existing BBWI Defined Benefit Pension Plan and will establish defined contribution pension plans that accept the existing ANL-W employee account assets and obligations. The ICP contractor shall become a participating member or co-sponsor of the defined benefit pension plan being sponsored and administered by the INL contractor per Section H.21(b). The RFP requires that, in the event the ICP contractor does decide to establish a defined contribution pension plan, that plan "shall be structured to encourage transfer of assets of grandfathered employees in the existing defined contribution (investment) plan where these transfers can be accomplished without affecting the qualified status of the plan" per Section H.21(b)(4)(iii).

**Section H, Attachment or Provision/Clause No. 21**

**Question No. 104 (Received 08/19/2004)**

Subpart (b)(i)b states that the defined benefit pension plan "shall accept rollovers of the interests ". The term "rollover" appears more applicable to defined contribution plans than defined benefit plans. Further given that DOE has required the INL contractor to be sponsor of the existing site defined benefit plan and the ICP contractor is required to become a co-sponsor, it more DOE's intention that the ICP contractor accept transfer of assets and liabilities for such employs in its separate trust?

**Response (08/26/2004):**

The intent of Section H.21(b)(4)(i)b is to assure that "grandfathered" employees who transfer between the INL and ICP contractors retain full service credit. The assets and liabilities of the current BBWI defined benefit plan will not be split between the INL and ICP contractors. As outlined in both RFP's, the cost for employee benefits will be shared at 58% for ICP and 42% for the INL. This includes the cost of the defined benefit plan.

**Section H, Attachment or Provision/Clause No. 21**

**Question No. 105 (Received 08/19/2004)**

Subpart (b)(4)(v) requires the contractor to obtain CO consent to any changes in the benefit plans but does not identify any standards for obtaining the CO's consent. We have assumed that in the absent of such standards, the CO's consent will be granted unless the contractor has no rational basis for requesting the chance. Is this assumption correct? If not, what standards will DOE use for granting consent.

**Response (08/26/2004):**

The ICP contractor cannot assume that the CO will automatically approve all benefit plan changes. The CO will evaluate each proposed change based on its own merit. The CO will approve only those changes that are consistent with applicable law and that are in the best interest of the government.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section H, Attachment or Provision/Clause No. 21**

**Question No. 106 (Received 08/19/2004)**

Subpart (b)(4)(vi) provides for DOE direction to the contractor after the completion of the contract. It further provides that continuation of benefits will be at DOE's discretion and on funding bases acceptable to DOE. We have assumed that these funding bases will meet all legal requirements for the plan as well as compensate the contractor for any continued responsibility. Please verify that this assumption is correct.

**Response (08/26/2004):**

DOE will meet legal requirements for the plan as well as compensate the contractor for continued responsibility after September 30, 2012, if continuation of benefits is assigned to the contractor.

**Section C, Attachment or Provision/Clause No. 3**

**Question No. 107 (Received 08/19/2004)**

Will all AMWTP reject waste, including suspect RH-TRU, be vented prior to transfer to ICP for disposition?

**Response (08/23/2004):**

Please refer to the last sentence of Section C.3.5 of the SOW which states that the ICP contractor shall negotiate with the AMWTP contractor regarding the method and timing for transferring rejected waste. As stated in Section C.1 of the SOW, the ICP contractor has the responsibility for total performance under the contract, including determining the specific methods for accomplishing the work. Therefore, the ICP contractor shall negotiate with the AMWTP contractor regarding venting of waste prior to transfer to the ICP contractor for disposition.

**Section H, Attachment or Provision/Clause No. 21**

**Question No. 108 (Received 08/19/2004)**

In response to Question 54, DOE stated that all INEEL employee retiree and benefits costs are shared at 58% to the ICP and 42% to the INL contract through contract duration. Since it is expected that ICP will reduce its workforce as work is completed, this means that the payroll fringe rate for ICP will mostly be an astronomically high rate in the later years of the contract. Is it not more logical to use a combined ICP/INL fringe rate to share in benefit cost through the duration of the contract?

**Response (09/02/2004):**

The cost sharing convention, 58% to the ICP contract and 42% to the INL contract, will remain in the RFP. If, during performance of the contract, conditions or circumstances significantly change, this cost sharing ratio may be revisited.

The RFP will be amended to exclude the current BBWI Defined Benefit Pension Plan costs from Target Cost and Target Fee. Therefore, these costs will not be evaluated and offerors will not be required to estimate these costs. The RFP will be amended to incorporate the following:

Offerors shall not include estimated costs for the Defined Benefit Pension Plan for incumbent (grandfathered) employees in their cost proposals. The costs estimated for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees is standardized for all offerors as identified in Section B.2, Defined Benefit Pension Plan Funding. Actual costs for the current BBWI Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees shall be on a cost-reimbursement basis outside of the Target Cost and Target Fee of the contract. All other pension and welfare benefits costs pertaining to incumbent (grandfathered) employees, non-incumbent employees (new hires after contract takeover) and retirees, including costs of the defined contribution (investment) plan, post retirement medical benefits, and other pensions and benefits costs (including contractor administrative costs) shall be within the Cleanup Funding and within Target Cost and Target Fee.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section H, Attachment or Provision/Clause No. 21**

**Question No. 109 (Received 08/19/2004)**

The response provided to Question 50 states that, "Contractor's pension costs for providing benefits to grandfathered employees are allowable and reimbursable where consistent with contract provision I.21, ALLOWABLE COST AND PAYMENT (DEC 2002)/DEAR 952.216-7, ALTERNATIVE II". This response suggests that reimbursement of pension costs would be limited to all of the FAR provisions, including the CAS 412 limitations, and on the DOE practice for funding these plans.

This response also appears to be inconsistent with a response DOE provided to a similar question on the RCC solicitation. In that response DOE stated, "DOE is currently reimbursing costs necessary for compliance with ERISA. DEAR 970.5232-5 is designed to contractually cover variances between CAS and DOE requirements." This response would lead us to believe that the contractor is not subject to CAS 412 limitations if pension contributions are made in compliance with published DOE financial management policies and procedures and on the same basis as the other contractor at the site.

Because the CAS limits may be below the ERISA minimum contributions, use of CAS 412 in lieu of the DOE practice under DEAR 970.5232-5, could require the contractor to make perhaps tens of millions of "CAS prepayments" that could only be recovered in future time periods.

Would DOE please verify that the full ERISA minimums (or a higher level of funding as directed by DOE) would be reimbursable not withstanding limitations that would otherwise be applicable under CAS 412?

**Response (08/26/2004):**

DOE will reimburse costs necessary for compliance with ERISA resulting from the INL/ICP co-sponsored defined benefit pension plan. DEAR 970.5232-5 is designed to contractually cover variances between CAS and DOE requirements.

**Section C, Attachment or Provision/Clause No. 3**

**Question No. 110 (Received 08/19/2004)**

In Section C.3 of the RFP, the end state for buried TRU is complete remediation, including exhumation and disposal as necessary. The scope also requires the contractor to complete and implement the Final Comprehensive ROD for WAG 7. The RFP requires completion of all retrieval by 9/30/12, but does not clearly require completion of the final WAG 7-13/14 remedial action. Does DOE want the offerors to propose the completion of the WAG 7-13/14 remediation by 2012? If not, to what degree of completion should we take the cleanup?

**Response (08/23/2004):**

Please refer to Section C.1.1 of the RFP, which states that the purpose of this contract is to safely accomplish as much of EM's cleanup mission as possible within available funding, while meeting regulatory requirements through the contract completion date. Because the Record of Decision (ROD) for Operable Unit 7-13/14 has not yet been finalized, the scope of work to be completed by September 30, 2012 has not yet been established. As stated in Section C.3.3, the contractor shall complete the final comprehensive ROD for WAG 7 and begin implementation of the action in the approved ROD. DOE expects that the ICP contractor will address the uncertainties associated with this ROD, and other RODs that have not yet been approved, in accordance with Section H.2, Programmatic Risks and Uncertainties.

**Response/Questions**  
**RFP No. DE-RP07-03ID14516**  
**Posted on 9/2/2004**

**Section C, Attachment or Provision/Clause No. 0.4.1**

**Question No. 111 (Received 08/19/2004)**

Sitewide Monitoring and Reporting currently managed by ICP is being moved to the new INL contractor. Will the Sample Management and Analytical Group also be moved to the INL? It is an EM directive activity and is needed functionally by both contractors?

**Response (09/02/2004):**

Section C.1.4 of the ICP RFP requires the ICP contractor to work with DOE, regulatory agencies, and other INL entities and contractors, to reach collective agreements on interface protocols, including direct interaction by the contractor with regulatory agencies, that will provide for the most efficient and effective resolution of regulatory issues. Further, as stated in Section C.1.1 of the ICP RFP, the contract reflects the application of performance-based contracting approaches and techniques that emphasize results/outcomes and minimizes "how to" performance descriptions.

**Section L, Attachment or Provision/Clause No. 5**

**Question No. 112 (Received 08/19/2004)**

Regarding the defined benefit retirement plan, is there a difference between how what DOE has reimbursed the incumbent contractor and the amount the incumbent has contributed into the plan and how much is it? If yes, what does DOE expect the cumulative difference to grow to over the contract period ? If no, was a specific CAS waiver granted?

**Response (08/26/2004):**

DOE will reimburse costs necessary for compliance with ERISA resulting from the INL/ICP co-sponsored defined benefit pension plan. DEAR 970.5232-5 is designed to contractually cover variances between CAS and DOE requirements.