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| <b>AMENDMENT OF SOLICITATION</b><br><i>(Negotiated Procurements)</i> | PAGE<br>1 | OF | PAGES<br>20 |
|--|-----------|----|-------------|

NOTICE: Offerors must acknowledge receipt of this amendment in writing, by the date and time specified for proposal submissions or the date and time specified in Block 6, whichever is later. IF YOUR ACKNOWLEDGEMENT IS NOT RECEIVED AT THE DESIGNATED LOCATION BY THE SPECIFIED DATE AND TIME, YOUR OFFER MAY BE REJECTED. If, by virtue of this amendment, you wish to change your offer, such change must make reference to the solicitation and this amendment and be received prior to the date and time specified in Block 6.

**I. AMENDMENT**

|  |                                      |  |                                   |
|--|--------------------------------------|--|-----------------------------------|
| 1. SOLICITATION NUMBER<br><b>DE-RP07-03ID14517</b>   | 2. SOLICITATION DATE<br>May 26, 2004 | 3. AMENDMENT NUMBER<br><u>001</u>  | 4. AMENDMENT DATE<br>July 8, 2004 |
| 5. ISSUED BY<br><br>U. S. Department of Energy<br>Idaho Operations Office<br>Procurement Services Division<br>1955 N. Fremont, MS 1221<br>Idaho Falls, ID 83401-1221 |                                      | 6. DUE DATE<br>THIS AMENDMENT DOES NOT CHANGE THE DATE BY WHICH OFFERS ARE DUE UNLESS A DATE AND TIME IS INSERTED BELOW. |                                   |
|  |                                      | A. DATE  | B. TIME                           |
| 7. FOR MORE INFORMATION CALL <i>(No collect calls)</i>   |                                      |  |                                   |
| A. NAME<br><br><b>Cheryl A. Thompson, Contracting Officer</b>  | B. TELEPHONE                         |  | C. E-MAIL ADDRESS                 |
|  | AREA CODE<br><b>(208)</b>            | PHONE NUMBER<br><b>525-3912</b>  | <b>thompsca@id.doe.gov</b>        |
| 8. DESCRIPTION OF AMENDMENT  |                                      |  |                                   |

See the following 19 pages plus one attachment (Responses to Questions).

Offeror must acknowledge receipt of this Amendment No. 001 with their offer by completing Blocks 9 and 10 below and submitting this OF 309 with their offer, or by completing Block 14 of the Standard Form 33.

Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

**II. ACKNOWLEDGMENT OF AMENDMENT**

In lieu of other written methods of acknowledgment, the offeror may complete Blocks 9 and 10 and return this amendment to the address in Block 5.

|                                |  |
|--------------------------------|--|
| 9. NAME AND ADDRESS OF OFFEROR | 10A. OFFEROR <i>(Signature of person authorized to sign)</i> |
|                                | 10B. NAME OF SIGNER  |
|                                | 10C. TITLE OF SIGNER   |
|                                | 10D. DATE  |

I. The purpose of this amendment is to issue responses to questions received through the INL RFP website, and to revise Section A, Section C, Section I, Section J, Section L and Section M. All other terms and conditions remain unchanged.

A conformed final RFP will be posted on the main INL RFP web page. In the event there is a conflict between the conformed RFP and the responses to questions posted to the web page, the conformed RFP takes precedence.

II. Accordingly, the Request for Proposals, DE-RP07-03ID14517 is revised as follows:

### **Section A**

Section A is amended as follows:

- a. In Block 2, insert "DE-AC07-03ID14517"
  - b. In Block 5, insert "26-May-04"
  - c. In Block 9, delete "52.214-7 or" from the "CAUTION" statement
  - d. In Block 11, add the following "(Page counts do not include documents that are referenced or hyperlinked)" immediately after the "TABLE OF CONTENTS" title.
  - e. In Block 11, change the number of pages for Section I from "111" to "110," the number of pages for Section J from "79" to "82" and the number of pages for Section L from "49" to "50."
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### **Section C**

1. Section 2.3.B is amended as follows:

**Deleted** paragraph 2.3.B.2 in its entirety:

"Provide an annual written assurance statement, signed by the Laboratory Director, beginning at the end of the transition period, certifying that the Contractor's management systems meet all contract requirements."

This requirement is now addressed through Section I.10, **DEAR 970.5203-1 Management Controls (DEC 2000) (DEVIATION)**.

2. Section 2.5.B, **Transition**, is amended as follows:

**Deleted** the third sentence of the first paragraph,

"The Contractor shall submit a final transition plan not later than 10 working days after the start of the transition period."

**And replaced** with the following:

"The Contractor shall submit a final transition plan not later than 10 working days after contract award date."

3. Section 2.5.B, **Transition**, is amended as follows:

**Deleted** the last paragraph of this section,

“The Contractor may utilize any government furnished facility and equipment that is available in order to minimize costs. Subject to agreement with the incumbent contractors, the Contractor may utilize incumbent contractor personnel on a loaned basis or arrange for early transition of employees. In addition, the Contractor may utilize the services of subcontractors of the incumbent contractors with agreement from the incumbent contractors.”

**And replaced** with the following:

“For purposes of preparing the transition plan, the Contractor should assume no government facilities, equipment, or services are available during the transition period. However, at contract award, government facilities, equipment and services may be made available in order to minimize costs.”

4. Section 2.4.A, **Environmental Requirements**, is amended as follows:

**Added** the following new subparagraph:

“10. Perform all WAG 9 (ANL-W) CERCLA work scope. All other CERCLA work scope is the responsibility of the ICP Contractor.”

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## **Section I**

1. **I.1, FAR 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)**, is amended as follows:

**Added** the following DEAR clause to the list:

**“DEAR 970.5209-1, Requirement for Guarantee of Performance (DEC 2000).”**

2. **I.9, DEAR 952.209-72 Organizational Conflicts of Interest (JUN 1997) Alternate 1 (JAN 1997)**, is amended as follows:

**Deleted** the following from subparagraph (b)(i),

“(Contracting Officer see DEAR 9.507-2 and enter specific term)”

**And replaced** with:

“two”

3. **I.10, DEAR 970.5203-1 Management Controls (DEC 2000)**, is amended as follows:

**Deleted** the title,

**“DEAR 970.5203-1 Management Controls (DEC 2000)”**

**And replaced** the title and added a new subparagraph (c) as follows:

**“DEAR 970.5203-1 Management Controls (DEC 2000) (DEVIATION)”**

“(c) On an annual basis, the Contractor, through an officer at a level above the INL Laboratory Director, shall submit an assurance to the Contracting Officer that the system of management controls, including all systems revised in accordance with the clause of this Contract entitled, “Application of DOE Directives and Alternatives,” is adequate to assure that the objectives of the management system are being accomplished and that the systems and controls are effective and efficient.”

4. **I.14, DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000)**, is amended as follows:

**Deleted** in its entirety,

**“DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000)”**

(a) In performing work under this contract, the contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and regulations (List A) may be appended to this contract for information purposes. Omission of any applicable law or regulation from List A does not affect the obligation of the contractor to comply with such law or regulation pursuant to this paragraph.

(b) In performing work under this contract, the contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, the contracting officer may, from time to time and at any time, revise List B by unilateral modification to the contract to add, modify, or delete specific requirements. Prior to revising List B, the contracting officer shall notify the contractor in writing of the Department's intent to revise List B and provide the contractor with the opportunity to assess the effect of the contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule; and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the contracting officer's notice, the contractor shall advise the contracting officer in writing of the

potential impact of the contractor's compliance with the revised list. Based on the information provided by the contractor and any other information available, the contracting officer shall decide whether to revise List B and so advise the contractor not later than 30 days prior to the effective date of the revision of List B. The contractor and the contracting officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision of List B pursuant to the clause of this contract entitled, "Changes."

(c) Environmental, safety, and health (ES&H) requirements appropriate for work conducted under this contract may be determined by a DOE approved process to evaluate the work and the associated hazards and identify an appropriately tailored set of standards, practices, and controls, such as a tailoring process included in a DOE approved Safety Management System implemented under the clause entitled "Integration of Environment, Safety, and Health into Work Planning and Execution." When such a process is used, the set of tailored (ES&H) requirements, as approved by DOE pursuant to the process, shall be incorporated into List B as contract requirements with full force and effect. These requirements shall supersede, in whole or in part, the contractual environmental, safety, and health requirements previously made applicable to the contract by List B. If the tailored set of requirements identifies an alternative requirement varying from an ES&H requirement of an applicable law or regulation, the contractor shall request an exemption or other appropriate regulatory relief specified in the regulation.

(d) Except as otherwise directed by the contracting officer, the contractor shall procure all necessary permits or licenses required for the performance of work under this contract.

(e) Regardless of the performer of the work, the contractor is responsible for compliance with the requirements of this clause. The contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements."

**And replaced with the following:**

**"DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000) (DEVIATION).**

(a) In performing work under this Contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and regulations (List A) may be appended to this Contract for information purposes. Omission of any applicable law or regulation from List A does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.

- (b) The Contractor shall perform the work of this Contract in accordance with each of the DOE Directives appended to this Contract as Section J, Attachment G until such time as the Contracting Officer approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism resulting from the process described in the clause of this Contract entitled, "Application of DOE Directives and Alternatives."
- (c) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this Contract.
- (d) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements."

5. **I.15, DEAR 970.5204-3 Access To and Ownership of Records (DEC 2000)**, is amended as follows:

**Deleted** in its entirety the following bracketed language from subparagraph (b),

"[The Contracting Officer shall identify which of the following categories of records will be included in the clause.]"

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## **Section J**

- 1. Section J, **List of Documents, Exhibits, and Other Attachments**, is amended to reflect the amendment number and date as a result of changes to Attachments F, G, and I.
- 2. Section J, Attachment F, **Tenant Agreements**, is amended to reflect the amendment number and date as a result of changes to Attachment F-6.1.
- 3. Attachment F-6.1, **Mandatory Site Services Provided to the ICP Contractor** is amended as follows:

**Deleted** in its entirety,

### **"Calibration Services**

#### **Standards and Calibration Laboratory and Equipment**

Provides management, metrology engineering services, technical services, and administrative services for calibration, test, and repair of all Measuring and Test Equipment/Equipment Pool including pickup and delivery. Calibration is traceable to U.S. legal units of measure.

### **Standards Laboratory and Equipment Pool**

Calibrate Measuring & Test Equipment that is traceable to U.S. legal units of measure. Provide portable electronic instrumentation that is operational and calibrated as well as instrumentation pickup and delivery service to site areas. Maintain National Voluntary Laboratory Accreditation Program to ensure data integrity for all calibrations performed and maintained at the laboratory.”

**And replaced** with the following:

#### **“Calibration Services**

##### **Standards and Calibration Quality Assurance Management**

Provides management, metrology engineering services, technical services, and administrative services for the Measuring and Test Equipment/Equipment Pool. Calibration is traceable to U.S. legal units of measure. The scope of this service is defined in the FY2004 BBWI work planning under WBS C.5.03.01.26.01.03.

##### **Standards and Calibration Laboratory and Health Physics Instrument Laboratory**

Calibrate measuring and test equipment that is traceable to U.S. legal units of measure. The scope of this service is defined in the FY2004 BBWI work planning under WBS C.5.05.01.13.01.01 (Standards and Calibration Laboratory) and WBS C.5.05.01.13.01.02 (Health Physics Instrument Laboratory).”

4. Attachment G, **List of Applicable DOE Directives (List B)**, is amended as follows:
  - a. DOE O 142.2 is added
  - b. DOE O 151.1A is replaced with DOE O 151.1B
  - c. DOE N 231.1 is deleted
  - d. DOE M 231.1-1 Chg 2 is replaced with DOE M 231.1-1A
  - e. DOE O 231.1A Chg 1 is added
  - f. DOE O 241.1A is replaced with DOE O 241.1A Chg 1
  - g. DOE O 350.2 is replaced with DOE O 350.2A
  - h. DOE O 414.1A Chg 1 is replaced with DOE O 414.1B
  - i. DOE O 461.1 is replaced with DOE O 461.1A
  - j. DOE N 471.3 is deleted
  - k. DOE O 471.4 is added
  - l. DOE M 472.1-1 is replaced with DOE M 472.1-1B
  - m. DOE M 473.2-2 Chg 2 is corrected to DOE M 473.2-2 Chg1 and title spelling is corrected
  - n. DOE P 589.1 is corrected to DOE P 580.1
  - o. DOE O 1270.2B is deleted

- p. DOE P 5480.30 is corrected to DOE O 5480.30 Chg 1
5. Attachment I, **Contract Data Requirements List**, is amended as follows:
- a. Note 3 is added to page J-I 1 and the end of the CDRL table to define the use of the term “days” to mean calendar days. The reference to Note 3 is added to the “Due Date and Frequency” column of the CDRL table.
  - b. Deliverable A.1, “Contract Reference” is changed from “Section C, para 2.3.B.2” to “I.10.” The “Data Item Description” is changed from “Submit an annual certification by the Laboratory Director that the Contractor’s management systems that meet all contract requirements” to “Submit an assurance statement to the Contracting Officer regarding the Contractor’s system of management controls in accordance with Clause I.10.”
  - c. Deliverable A.2, Contract Reference is changed from “Section C, para 2.3.G.3” to “Section C, para 2.3.G.4”
  - d. Deliverable A.3, “Due Date and Frequency” is amended to delete the word “takeover” and replaced with the word “award.”
  - e. Deliverable A.8, “Contract Reference,” deleted “I.39” and “DEAR 970.5228.” Changed the word “Litigation” to “Legal” in the “Title of Data Item” and “Data Item Description” columns. Changed the “Due Date and Frequency” column from “Submit within 90 days of contract takeover” to “Submit within 60 days following contract award.”
  - f. Deliverable A.9, “Due Date and Frequency” column, changed “Final approval by CO within 60 days of contract award” to “Submit within 60 days following contract award.”
  - g. Deliverable A.12, “Due Date and Frequency” column, changed “within 90 days of contract takeover” to “Submit within 90 days following contract award, annual updates.”
  - h. Deliverable A.33, “Contract Reference” column, changed “I.22” to “I.1, DEAR 952.204-73.”
  - i. Deliverable A.34, “Contract Reference” column, changed “I.35” to “I.12.” Changed the “Title of Data Item” column from “Consultant or other Comparable Employment Services” to “Employee Disclosures.” Changed “Data Item Description” column from “The contractor shall transmit to the CO all information obtained from employees regarding consultant or other comparable employment services.” to “The contractor shall transmit to the CO information obtained from employees regarding other employment services in accordance with DEAR 970.0371-8.”
  - j. Deliverable A.35, “Contract Reference” column, changed “H.14” to “C.2.3.G.3.”
  - k. Added a new deliverable item A.37 to address an additional requirement. In the “Contract Reference” column, added “I.12.” In the “Title of Data Item” column, added “Standards and Procedures.” In the “Data Item Description” column, added “Standards and procedures necessary to implement the requirements set forth in 48 CFR 970.0371.” In the “DOE Action” column, added “A.” In the “Due Date and Frequency” column, added “At contract takeover, Revisions when issued.” In the “Distribution” column, added “CO.”

## **Section L**

1. Section L.1, **Proposal Content/Submittal Data**, subparagraph (c) is amended as follows:

**Deleted** the second paragraph in subparagraph (c),

“Volume II has a 200 page limitation that can be utilized at the discretion of the Offeror. However, there are specific page limitations within the overall 200 page limitation and additional requirements related to page limitations specified in Sections L.5 through L.10.”

**And replaced** with the following:

“Volume II has a 300 page limitation that can be utilized at the discretion of the Offeror. However, there are specific page limitations within the overall 300 page limitation and additional requirements related to page limitations specified in Sections L.5 and L.10.”

2. L.1, **Proposal Content/Submittal Data**, subparagraph (c)(1) is amended as follows:

**Deleted** the third sentence of subparagraph (c)(1),

“Page numbers, any restrictions on offer disclosure, and the RFP number are the only text that may be displayed within the margins.”

**And replaced** with the following:

“Page numbers, any restrictions on offer disclosure, Offeror name/logo, proposal volume/section number, and RFP number are the only text that may be displayed in the margins.”

3. **L.2, Cover Letter** is amended as follows:

**Deleted** L.2 in its entirety,

**“L.2 Cover Letter**

- (a) Provide a cover letter with the offer that includes the following:

- (1) The solicitation number.
- (2) Names, addresses, titles, telephone and facsimile numbers, and electronic addresses if available, of persons authorized to negotiate on behalf of the Offeror in connection with this solicitation. Include the same information for the person authorized to sign the offer.

- (3) The name, address, title, telephone and facsimile number, and electronic address if available, of the person the Government may contact, if necessary, during the evaluation.
  - (4) The complete formal name and address of each team member. Also provide the Dun & Bradstreet LTD (DUNS) number for each team member.
  - (5) The names, addresses, telephone and facsimile numbers, and electronic addresses, if available, or representatives of the Government agency having audit or administrative cognizance over each team member.
  - (6) A statement that the Offeror grants to the DOE and its authorized representatives, the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation.
- (b) The cover letter will not be evaluated.”

**And replaced** with the following:

**“L.2 Cover Letter**

- (a) Provide a cover letter with the offer that includes the following:
  - (1) The solicitation number.
  - (2) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available).
  - (3) A statement specifying the extent of the agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items where costs are offered for the cost proposed.
  - (4) Names, addresses, titles, telephone and facsimile numbers, and electronic addresses if available, of persons authorized to negotiate on behalf of the Offeror in connection with this solicitation. Include the same information for the person authorized to sign the offer. (Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Idaho Operations Office.)
  - (5) The name, address, title, telephone and facsimile number, and electronic address if available, of the person the Government may contact, if necessary, during the evaluation.

- (6) The complete formal name and address of each team member. Also provide the Dun & Bradstreet LTD (DUNS) number for each team member.
- (7) The names, addresses, telephone and facsimile numbers, and electronic addresses, if available, of representatives of the Government agency having audit or administrative cognizance over each team member.
- (8) A statement that the Offeror grants to the DOE and its authorized representatives, the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation.

(b) The cover letter will not be evaluated.“

4. **L.3, Volume I, Standard Form 33 And Other Document Instructions**, is amended as follows:

**Deleted** in its entirety,

“Volume I, consists of:

- (a) Cover Letter (as described in L.2 above)
- (b) SF 33 The "Solicitation, Offer, and Award," (Standard Form 33) shall be fully completed and signed.
  - (1) Acceptance Period. The acceptance period of 220 days for block 12 of the SF 33 shall apply if the Offeror does not provide the Government with a longer acceptance period.
  - (2) Signature Authority. The person signing the Standard Form 33 shall have the authority to commit the Offeror to all of the provisions of the offer, fully recognizing that the Government has the right to make an award without further discussion.

The Offeror's signature on the SF 33 constitutes acceptance of the uniform contract (Sections A through K of this RFP) as written. The Offeror shall submit two original signed copies of the SF 33.

The Offeror's signature also constitutes acceptance and incorporation into the contract of portions of its Capabilities and Approach Proposal (CAP) described in this solicitation.

- (c) Offerors are not required to submit the complete language from all of the contract clauses in their offer. Submit in Volume I only those pages that require input of information or a signature.

(d) Key Personnel, Appendix 1

As a minimum, the Offeror shall propose in Section L, Appendix 1, the names and titles for the Key Personnel for the functions listed below. The Offeror may propose additional functions, names and titles for personnel who will be subject to the clause in Section I entitled, "Key Personnel." Responsibilities for additional key personnel, if any, must involve the management and administration of technical programs or site and facility operations. Key Personnel shall be full time employees, located at the INL.

Laboratory Director  
Nuclear Programs  
Next Generation Nuclear Plant  
National Security Programs  
Operations  
Business Management  
Environment, Safety, Health and Quality Assurance  
Communications

(e) Small Business Subcontracting Plan and Small Disadvantaged Business Participation Program Targets Form, Section L, Appendix 5.

Prepare the Small Business Subcontracting Plan and Small Disadvantaged Business Targets as described in the instructions in Section L, Appendix 5. The Plan shall also include all elements required by the clause in Section I entitled, FAR 52.219-9 "Small Business Subcontracting Plan (Alternate II)."

(f) Performance Guarantee, Appendix 6

Complete and sign the Performance Guarantee in Section L, Appendix 6. The Performance Guarantee is subject to the clause in Section H entitled, "Performance Guarantee."

(g) Responsible Corporate Official, Appendix 8.

Identify the name of the single responsible official accountable for contract performance.

(h) Acknowledgment(s) of receipt of amendments. Provide a written acknowledgement that the Offeror received each amendment to this RFP.

(i) A statement confirming the Offeror's acceptance of all terms and conditions of the solicitation and the uniform contract included with the solicitation."

**And replaced** with the following:

"Volume I, consists of:

- (a) Cover Letter (as described in L.2 above).
- (b) Standard Form 33, "Solicitation, Offer, and Award," (SF 33) shall be fully completed and signed.
  - (1) Acceptance Period. The acceptance period of 220 days for block 12 of the SF 33 shall apply if the Offeror does not provide the Government with a longer acceptance period.
  - (2) Signature Authority. The person signing the Standard Form 33 shall have the authority to commit the Offeror to all of the provisions of the offer, fully recognizing that the Government has the right to make an award without further discussion.

The Offeror's signature on the SF 33 constitutes acceptance of the uniform contract (Sections A through K of this RFP) as written. The Offeror shall submit two original signed copies of the SF 33.

The Offeror's signature also constitutes acceptance and incorporation into the contract of portions of its Capabilities and Approach Proposal (CAP) described in this solicitation.

- (c) Legal Entity Constituting the Offeror. Provide a description of the legal entity submitting the offer. Describe the legal status of the Offeror (e.g., corporation, partnership, limited liability company, etc.), and whether the Offeror is a for-profit, non-profit, or not-for-profit entity. Also identify each entity/person that has an ownership or a management interest in the Offeror.
- (d) The Offeror and each team member ("Offeror" and "team member" are defined in L.1 (a)) must provide fully completed and signed Representations, Certifications, and Other Statements of Offerors (Section K).
- (e) Complete and sign where appropriate all pages from the contract clauses requiring Offeror input. Offerors are not required to submit the complete language from all of the contract clauses in their offer. Submit in Volume I only those pages that require input of information or a signature.
- (f) Key Personnel, Appendix 1

As a minimum, the Offeror shall propose in Section L, Appendix 1, the names and titles for the Key Personnel for the functions listed below. The Offeror may propose additional functions, names and titles for personnel who will be subject to the clause in Section I entitled, "Key Personnel." Responsibilities for additional key personnel, if any, must involve the

management and administration of functions or activities critical to the Offeror's proposal approach. Key Personnel shall be full time employees, located at the INL.

Laboratory Director  
Nuclear Programs  
Next Generation Nuclear Plant  
National Security Programs  
Operations  
Business Management  
Environment, Safety, Health and Quality Assurance  
Communications

- (g) Small Business Subcontracting Plan and Small Disadvantaged Business Participation Program Targets Form, Section L, Appendix 5.

Prepare the Small Business Subcontracting Plan and Small Disadvantaged Business Targets as described in the instructions in Section L, Appendix 5. The Plan shall also include all elements required by the clause in Section I entitled, FAR 52.219-9 "Small Business Subcontracting Plan (Alternate II)."

- (h) Performance Guarantee, Appendix 6

Each entity described in clause H.41 must complete and sign the Performance Guarantee in Section L, Appendix 6.

- (i) Responsible Corporate Official, Appendix 8.

Identify the name of the single responsible official accountable for contract performance.

- (j) Acknowledgment(s) of receipt of amendments. Provide a written acknowledgement that the Offeror received each amendment to this RFP.

- (k) A statement confirming the Offeror's acceptance of all terms and conditions of the solicitation and the uniform contract included with the solicitation."

5. **L.4, Volume II, Capabilities and Approach Proposal Instructions**, subparagraph (d) is amended as follows:

**Deleted** in its entirety,

"Volume II has a 200 page limitation that can be utilized at the discretion of the Offeror. However, there are specific page limitations within the overall 200 page limitation and additional requirements related to page limitations specified in Sections L.5 through L.10."

**And replaced** with the following:

“Volume II has a 300 page limitation that can be utilized at the discretion of the Offeror. However, there are specific page limitations within the overall 300 page limitation and additional requirements related to page limitations specified in Sections L.5 and L.10.”

6. **L.5, Criterion 1: Relevant Experience and Capabilities** is amended as follows:

**Deleted** subparagraphs (a)(2) and (a)(3) in their entirety,

- “(2) Provide specific examples of projects, within the last ten years, where the Offeror played a leading science and technology role from beginning of the project until project completion, describing for each project -
- i. The overall goals of the project and what the Offeror did to accomplish those goals.
  - ii. The overall size of the project (cost) and the resources (personnel, facilities, and systems) the Offeror brought to the project.
  - iii. The relationships established with government, academia, industry, and the international community to complete the work.
  - iv. How the Offeror developed programmatic and financial support for the project.
  - v. How the Offeror’s qualifications and capabilities were instrumental in solving science and technology problems like those it will encounter at the INL.
- (3) Provide specific examples where the Offeror, within the last ten years, led efforts to transform, integrate, and consolidate large, complex operations or business lines (e.g., reorganization, downsizing). For each example describe -
- i. How these efforts achieved significant cost savings while improving program outputs and efficiency.
  - ii. What the Offeror did to maintain continuity of operations, program execution, and achieve greater program focus during the transformation.
  - iii. How these efforts were communicated to employees and stakeholders.”

**And replaced** with the following:

- “(2) Provide specific examples of projects, within the last ten years, where the team member played a leading science and technology role from beginning of the project until project completion, describing for each project -
- i. The overall goals of the project and what the team member did to accomplish those goals.
  - ii. The overall size of the project (cost) and the resources (personnel, facilities, and systems) the team member brought to the project.
  - iii. The relationships established with government, academia, industry, and the international community to complete the work.
  - iv. How the team member developed programmatic and financial support for the project.
  - v. How the team member’s qualifications and capabilities were instrumental in solving science and technology problems like those it will encounter at the INL.
- (3) Provide specific examples where the team member, within the last ten years, led efforts to transform, integrate, and consolidate large, complex operations or business lines (e.g., reorganization, downsizing). For each example describe -
- i. How these efforts achieved significant cost savings while improving program outputs and efficiency.
  - ii. What the team member did to maintain continuity of operations, program execution, and achieve greater program focus during the transformation.
  - iii. How these efforts were communicated to employees and stakeholders.”

7. **L.6, Criterion 2: Past Performance** is amended as follows:

**Deleted** the introductory paragraph and subparagraphs (a) and (d) in their entirety,

“There is a three page limit for each Past Performance Information Form. Past Performance Information Forms and Past Performance Questionnaires are not part of the overall 200 page count limitation.

- (a) Past performance describes how well the Offeror has performed on relevant contracts or other agreements. For each team member, submit three Past Performance Information Forms (Section L, Appendix 3, one form per contract) for contracts or other agreements that cover activities identified in Criterion 1 where:

- (1) The team member was/is the responsible performing party or had a significant role in the contract or other agreement.
  - (2) The work performed was/is the same or similar to the work the team member will perform on the INL contract.
  - (3) Average costs exceeded \$25 million per year (for small business, concerns as defined in FAR 19.001, average costs exceeding \$5 million per year).
  - (4) The work was performed within the last ten years.
- (d) For each team member, provide a list of all contracts terminated (partially or completely) within the past three years, including dollar amount of contract, brief description of the work, reason for termination, sponsoring agency, contract number, and name and telephone number of the contracting officer. This list is not part of the page count limitation.

And replaced with the following:

“There is a three page limit for each Past Performance Information Form. Past Performance Information Forms and Past Performance Questionnaires are not part of the overall 300 page count limitation.

- (a) Past performance describes how well the Offeror has performed on relevant contracts or other agreements. For each team member, submit three Past Performance Information Forms (Section L, Appendix 3, one form per contract or other agreement) for contracts or other agreements that cover activities identified in Criterion 1 where:
- (1) The team member was/is the responsible performing party or had a significant role in the contract or other agreement.
  - (2) The work performed was/is the same or similar to the work the team member will perform on the INL contract.
  - (3) The work was performed within the last ten years.
- (d) For each team member, provide a list of all contracts terminated (partially or completely) within the past three years, including dollar amount of contract, party contracted with, brief description of the work, reason for termination, and name and telephone number of the contracting official for the contract. This list is not part of the page count limitation.
8. **L.7, Criterion 3: Resources Incorporated into the INL**, subparagraph (a) is revised to underline the entire last sentence of the paragraph.
9. **L.9, Criterion 5: Key Personnel** is amended as follows:

**Deleted** the first paragraph in (b),

“Other Key Personnel Resumes. Provide a signed resume for each other key person proposed in accordance with Section L.3(d), using the format in Section L, Appendix 2.”

**And replaced** with the following paragraph (b):

“Other Key Personnel Resumes. Provide a signed resume for each other key person proposed in accordance with Section L.3(f), using the format in Section L, Appendix 2.”

10. **L.9, Criterion 5: Key Personnel** is amended as follows:

**Deleted** subparagraph (b)(1),

“Recognized technical reputation (e.g., demonstrated recognition and professional standing).”

**And replaced** with the following subparagraph (b)(1):

“Recognized professional reputation (e.g., demonstrated recognition and professional standing).”

11. **L.9, Criterion 5: Key Personnel** is amended as follows:

**Deleted** first paragraph of (c)(1),

“Purpose of the Oral Presentation. The oral presentation shall be used to evaluate the Offeror’s proposed key personnel (only those Key Personnel for the eight functions listed in Section L.3(d)) for the following:”

**And replaced** with the following paragraph (c)(1):

“Purpose of the Oral Presentation. The oral presentation shall be used to evaluate the Offeror’s proposed key personnel (only those Key Personnel for the eight functions listed in Section L.3(f)) for the following:”

12. **L.9, Criterion 5: Key Personnel,** is amended as follows:

**Deleted** the first sentence in paragraph (c)(4),

“Each proposed key person (only for the eight functions listed in Section L.3(d)) shall be physically present and participate in the oral presentation.”

**And replaced** with the following first sentence in paragraph (c)(4):

“Each proposed key person (only for the eight functions listed in Section L.3(f)) shall

be physically present and participate in the oral presentation.”

13. **L.9, Criterion 5: Key Personnel**, is amended as follows:

**Added** a new sentence after the third sentence of subparagraph (c)(4) that reads as follows:

“Also, Offerors may bring one support staff member responsible for setting up and running equipment to support the Offeror’s presentation.”

14. **L.11, Volume III, Cost and Fee Proposal Instructions**, subparagraph (b) is amended as follows:

**Added** the following sentence as a new fourth paragraph:

“For purposes of transition planning and in preparing a cost proposal for transition, competitors should assume government furnished facilities, equipment and services will not be available.”

15. **L.11, Volume III, Cost and Fee Proposal Instruction**, subparagraph (c) is amended as follows:

**Added** the following sentence at the end of the paragraph:

“The Offeror shall submit Table B-1 (see Section B.2) reflecting the Total Available Fee amounts proposed for each fiscal year of the base contract period.”

16. **L.11, Volume III, Cost and Fee Proposal Instructions**, subparagraph (e)(2) is amended as follows:

**Added** the following sentence to the end of the paragraph:

“The Government may, at any time, request additional information necessary for it to determine responsibility.”

17. **L.33, Small Business Size Standards and Set-Aside Information (Unrestricted)**, is amended as follows:

**Deleted** the second sentence in its entirety,

“The North American Industry Classification System (NAICS) Code is 562910, Facilities Research and Development”.

**And replaced** with the following:

“The North American Industry Classification System (NAICS) Code is 541710, Research and Development in the Physical, Engineering, and Life Sciences.”

18. **Appendix 1 to Section L** is amended as follows:

**Deleted** the first sentence in its entirety,

“The functions identified in Section L.3(d) are considered key functions.”

**And replaced** with the following:

“The functions identified in Section L.3(f) are considered key functions.”

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**Section M**

1. **M.4, Capabilities and Approach Criteria, Criterion 2, Past Performance**, is amended as follows:

**Deleted** the introductory sentence in its entirety,

“The Government shall evaluate the relevance of the Offeror’s past performance on contracts similar in size, complexity, and scope to activities identified in the Statement of Work, including:”

**And replaced** with the following:

“The Government shall evaluate the relevance of the Offeror’s past performance on contracts or other agreements similar in size, complexity, and scope to activities identified in the Statement of Work, including:”

2. **M.4, Capabilities and Approach Criteria, Criterion 5, Key Personnel**, subparagraph (b) is amended as follows:

**Deleted** in its entirety,

“Recognized technical reputation (e.g., demonstrated recognition and professional standing);”

**And replaced** with the following:

“Recognized professional reputation (e.g., demonstrated recognition and professional standing);”

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**III.** Final responses to the questions received on the Final RFP posted to the INL RFP website are also included as Attachment 1 to this amendment.

# ATTACHMENT 1

Solicitation No. DE-RP07-03ID14517  
Amendment No. 001

Response/Question  
July 8, 2004

**Offerors should review responses to all questions at the time any new updates are posted.**

**\*Please note the RESPONSES for the following question numbers have been modified:  
(Responses to Questions #5, #10, #12, #13, #14, #16, #17, #19, #22, #24, #25, #29, #31, #32, #33, #34, #41, #47, #49, #51, #52, #56, #67 and #69)**

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

**Question No. 1 (Code 861)**

**Response:** Reserved

**Section A, Attachment or Provision/Clause No. 1a**

**Question No. 2 (Code 862)**

**Response:** Reserved

**Section B, Attachment or Provision/Clause No. 2b**

**Question No. 3 (Code 863)**

**Response:** Reserved

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

**Question No. 4 (Code 864)**

Will reactor design include any provision for radioisotope production? Examples of Isotope irradiation facilities include a "rabbit" system or other "drop in" positions that could be accessed during reactor operation.

**Response:**

DOE's objectives for the NGNP are defined in the Request for Information and Expression of Interest for the Next Generation Nuclear Plant, which can be viewed at [www.INL-RFP.gov](http://www.INL-RFP.gov). Any comments or questions you have specific to the NGNP may be provided to DOE at the e-mail or regular mail addresses contained in the Request for Information and Expression of Interest.

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

**Question No. 5 (Code 865)**

1. Concerning the RFP of University of Chicago and NFS, Teledyne and Root/Brown. (Wages and Job positions) will there be retaliatory Actions by the bidders?

Loss in wages and jobs. Technicians That are not represented by a Union. Will more than likely join a new union bargaining unit. How will this affect the RFP as drafted at present time?

**\*Response:**

Employees are protected by law from retaliation by employers (see Final RFP Section I, DEAR 952.203-70 Whistleblower Protection for Contractor Employees (DEC 2000)). The Final RFP contains requirements for employee hiring, wage and benefit protections, and labor relations. Please refer to the Final RFP, Section H and Section I for the requirements applicable to these areas.

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

**Question No. 6 (Code 866)**

How will the Center for Advanced Energy Studies be funded? Will DOE include this as a separate line item in the annual INL budget, or will the Contractor be required to self-fund this endeavor? What constitutes DOE direction for this Center?

**Response:**

Funding of the Center for Advanced Energy Studies will be dependent upon the approach proposed by the Offeror and accepted by the Government. Offerors are requested to provide a plan for this Center as a component of the proposal. Section L.8, Criterion 4(c)iv includes the following language "...Offerors are requested to provide a plan that specifically describes how it will establish a center for advanced energy studies, in cooperation with Idaho, regional, and other Universities. Describe how the center will be structured from a legal perspective; how it will be staffed and managed; how capital assets will be planned, acquired, operated, maintained, and dispositioned; and the specific costs and benefits to the Department, the Nuclear Energy Program, the INL and to the Universities. The plan shall incorporate these features in a cost effective, rapidly executable approach..."

DOE direction for this Center will be formal direction provided in accordance with Section G of the Final RFP.

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

**Question No. 7 (Code 867)**

**Response:** Reserved.

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

**Question No. 8 (Code 868)**

**Response:** Reserved

**Section Z-General, Attachment or Provision/Clause No. 1r**

**Question No. 9 (Code 869)**

**Response:** Reserved

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

**Question No. 10 (Code 870)**

Section L.6, Criterion 2: Past Performance, section (a) requires that "...each team member submit three Past Performance Information Forms ... where ...

(3) Average costs exceeded \$25 million per year (for small business concerns ... \$5 million per year)"

We believe that the \$5 million threshold is troublesome for many legitimate small businesses and is not in the government's best interest. Many small businesses do not have projects \$5 million per year, and that may be appropriate for the niche roles they are to play on an Offeror's team. Therefore, we respectfully suggest that the \$5 million requirement is anti-competitive, stifles competition, and is against the spirit of full and vigorous participation by small businesses.

We suggest that the project size standard be waived for small businesses with annual revenue of less than \$10

million annually. The requirement in Section L.6 should still require that such small businesses provide Past Performance Information Forms for projects that are relevant to the work they are to perform at INL, but without the requirement that such projects have any particular annual monetary value.

**\*Response:**

The following statement in L.6(a) will be deleted: "Average costs exceeded \$25 million per year (for small business, concerns as defined in FAR 19.001, average costs exceeding \$5 million per year)."

Section M.4, Criterion 2 explains how past performance will be evaluated..

**Section C, Attachment or Provision/Clause No. 2.1**

**Question No. 11 (Code 871)**

In Section C, 2.1.A.7, it states that the Contractor shall - "Provide the nation with needed radioisotopes."  
Could you clarify this statement?

**Response:**

The demand for needed radioisotopes may come from various sources such as DOE programs (e.g. Pu-238 production), other government programs, and commercial activities. INL facilities such as the Advanced Test Reactor have the capability to produce certain radioisotopes and may be tasked by DOE to do so, depending on the government's needs and availability of the facilities. The INL may also be asked to produce research and industrial radioisotopes that cannot be produced at commercial facilities in the U.S. The "needed radioisotopes" could vary throughout the contract period, depending on the demand and availability of specific radioisotopes, and the availability of INL facilities and resources to provide the radioisotopes.

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

**Question No. 12 (Code 872)**

Section L.1 (c) (1) states that "Page numbers, any restrictions on offer disclosure, and the RFP number are the only text that may be displayed within the margins." May the offeror also include company name/logo, volume/section numbers, and document information in the margin space?

**\*Response:**

The statement in Section L.1 will be revised to read as follows: "Page numbers, any restrictions on offer disclosure, Offeror name/logo, proposal volume/section number, and RFP number are the only text that may be displayed in the margins."

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

**Question No. 13 (Code 873)**

Within Section L.3 Volume I, Standard Form 33 and Other Document Instruction, there is no request for teaming agreements or other documentation that describes the formation or structure of the bidding entity.  
Does DOE require this data in Volume I?

**\*Response:**

Yes. Section L.3 will be amended to read:

"Volume I, consists of:

- (a) Cover Letter (as described in L.2 above).
- (b) Standard Form 33, "Solicitation, Offer, and Award," (SF 33) shall be fully completed and signed.
  - (1) Acceptance Period. The acceptance period of 220 days for block 12 of the SF 33 shall apply if the Offeror does not provide the Government with a longer acceptance period.
  - (2) Signature Authority. The person signing the Standard Form 33 shall have the authority to commit the Offeror to all of the provisions of the offer, fully recognizing that the Government has the right to make an award without further discussion.

The Offeror's signature on the SF 33 constitutes acceptance of the uniform contract (Sections A through K of this RFP) as written. The Offeror shall submit two original signed copies of the SF 33.

The Offeror's signature also constitutes acceptance and incorporation into the contract of portions of its Capabilities and Approach Proposal (CAP) described in this solicitation.

- (c) Legal Entity Constituting the Offeror. Provide a description of the legal entity submitting the offer. Describe the legal status of the Offeror (e.g., corporation, partnership, limited liability company, etc.), and whether the Offeror is a for-profit, non-profit, or not-for-profit entity. Also identify each entity/person that has an ownership or a management interest in the Offeror.
- (d) The Offeror and each team member ("Offeror" and "team member" are defined in L.1 (a)) must provide fully completed and signed Representations, Certifications, and Other Statements of Offerors (Section K).
- (e) Complete and sign where appropriate all pages from the contract clauses requiring Offeror input. Offerors are not required to submit the complete language from all of the contract clauses in their offer. Submit in Volume I only those pages that require input of information or a signature.
- (f) Key Personnel, Appendix 1

As a minimum, the Offeror shall propose in Section L, Appendix 1, the names and titles for the Key Personnel for the functions listed below. The Offeror may propose additional functions, names and titles for personnel who will be subject to the clause in Section I entitled, "Key Personnel." Responsibilities for additional key personnel, if any, must involve the management and administration of functions or activities critical to the Offeror's proposal approach. Key Personnel shall be full time employees, located at the INL.

Laboratory Director  
Nuclear Programs  
Next Generation Nuclear Plant  
National Security Programs  
Operations  
Business Management  
Environment, Safety, Health and Quality Assurance  
Communications

- (g) Small Business Subcontracting Plan and Small Disadvantaged Business Participation Program Targets Form, Section L, Appendix 5.

Prepare the Small Business Subcontracting Plan and Small Disadvantaged Business Targets as described in the instructions in Section L, Appendix 5. The Plan shall also include all elements required by the clause in Section I entitled, FAR 52.219-9 "Small Business Subcontracting Plan (Alternate II)."

- (h) Performance Guarantee, Appendix 6

Each entity described in clause H.41 must complete and sign the Performance Guarantee in Section L, Appendix 6.

- (i) Responsible Corporate Official, Appendix 8.

Identify the name of the single responsible official accountable for contract performance.

- (j) Acknowledgment(s) of receipt of amendments. Provide a written acknowledgement that the Offeror received each amendment to this RFP.

- (k) A statement confirming the Offeror's acceptance of all terms and conditions of the solicitation and the uniform contract included with the solicitation."

Section L.5(a) requires Offerors to submit examples of experience for "each team member" in the following areas: managing large, complex organizations having research, development and demonstration as their principal focus; playing a leading science and technology role; transforming, integrating, and consolidating large, complex operations or business lines; and managing large multiple facility sites involving both nuclear and non-nuclear laboratory operations. Not all members of an Offeror's team may have qualifications in all four of these areas. To ensure that DOE receives the full range of compliant Offeror and Team member capabilities to evaluate, we recommend the phrase "team member" in Section L.5(a) be amended to read, "team member, as appropriate to its scope of work".

**\*Response:**

The suggested change will not be incorporated. Section L.5, items (a)(1) through (a)(4) request, for each team member, specific examples of experience meeting the definition in those items. Where a team member does not have such experience, either no response to the item for the team member or a statement indicating no experience in that area are both acceptable responses. Section L.5, item (b) requests a description of capabilities and experience of each team member as it relates to the work they will perform under this contract.

Section M.4 describes what the government will evaluate with regards to relevant experience. It speaks to evaluating the Offeror's experience and capabilities. It further states, "The Government shall consider the nature and extent of a team member's proposed participation in contract performance and the extent to which that member's relevant experience involves work that is similar in size, complexity and scope with respect to the work it will perform under this contract."

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

**Question No. 15 (Code 875)**

Use of the terms "Offeror" and "Team member" as defined in Section L.1(a) is ambiguous in the instructions for Section L.5, Criterion 1: Relevant Experience and Capabilities. To clarify the terms to ensure that DOE receives the full range of compliant Offeror and Team member capabilities to evaluate, we recommend that each occurrence of "Offeror" in Sections L.5(a)(1)-(4) be amended to read "team member".

**Response:**

L.5(a)(1)-(4), will be amended to change "Offeror" to "team member".

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

**Question No. 16 (Code 876)**

The thresholds of \$25 million per year for team member, and \$5M for small business, past performance submissions in Section L.6, Criterion 2: Past Performance, eliminate large categories of performance on smaller contracts that are most relevant to establishing the INL as a world-class research laboratory, and the innovation that will be required to achieve that vision. While consolidation into a single contract the vast number of missions performed by INEEL and ANL-West requires past performance on large contracts, achieving world-class status and driving innovation are not dependent on performing contracts of any fixed size or value. We recommend that the dollar threshold be eliminated for small businesses, academic institutions and non-profit organizations by amending the text within parentheses in Section L.6(a)(3) to read "excluding small business concerns as defined in FAR 19.001, academic institutions, and non-profit organizations".

**\*Response:**

The following statement in L.6(a) will be deleted: "Average costs exceeded \$25 million per year (for small business, concerns as defined in FAR 19.001, average costs exceeding \$5 million per year)."

Section M.4, Criterion 2 explains how past performance will be evaluated.

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

**Question No. 17 (Code 877)**

Inclusion of Resource Commitment Forms (Section L, Appendix 10) in the page count for Volume II discourages offerors from committing significant quantities of resources across a broad range, from which DOE could derive substantial benefit in achieving its vision for INL. We recommend that the Resource Commitment Forms be eliminated from the page count of Volume II by adding to the end of Section L.7(a) the

text, "Resource Commitment Forms are not part of the overall 200 page count limitation".

**\*Response:**

Based on this and other questions, the overall page limit for Volume II of the proposal is being increased from 200 to 300 pages. Offerors must still ensure that Resource Commitment Forms meet the five page per form limit and the Resource Commitment Forms will remain bound by the new 300 page limit to Volume II. Section L.4(d) will be amended to reflect the new 300 page limit.

**Section L, Attachment or Provision/Clause No. 8**

**Question No. 18 (Code 878)**

Incumbent Offerors have a significant advantage in responding to the Section L.8(b) requirement to provide a "proposed organizational structure including a position title and brief description of each position down to the fifth supervisory level" because of access to current and projected budget data. To level the competitive field, we request that DOE provide a breakdown of the FY05 budget request by program area, and by the project level below those program areas.

**Response:**

As requested, the FY05 budget request information will be posted to the shared library.

**Section L, Attachment or Provision/Clause No. 8**

**Question No. 19 (Code 879)**

Incumbent Offerors have a significant advantage in responding to the Section L.8(c)(3) requirement to "provide a description of the Offeror's approach to achieving administrative and programmatic efficiencies (e.g., overhead cost reductions, elimination of duplicative functions, use of best business practices)" because of access to current and projected budget data. To level the competitive field, we request that DOE provide data on actuals to budget for 2004 overhead and G&A, and the 2005 overhead and G&A budget request.

**\*Response:**

The INEEL 2004 Indirect and Distributable Costs Baseline is currently on the shared library. The rates used for planning for FY2004, FY2005 and FY2006 are contained in two BBWI letters that are posted on the shared library. The FY2004 and FY 2005 rates used by ANL are contained in an ANL Letter dated February 13, 2004 that is posted on the shared library.

**Section L, Attachment or Provision/Clause No. 9**

**Question No. 20 (Code 880)**

The categories of required qualifications for key personnel listed in Section L.9(b) are not relevant for all eight required key personnel listed in Section L.3(d). To ensure that Offerors can propose key personnel with the qualifications required for their positions and be compliant with Section L.9(b), we recommend that the language "Make sure each resume fully describes each key person's --" be amended to read: "For each position, make sure each resume fully describes each key person's qualifications for that position in the areas listed by sub-paragraph below:

Laboratory Director: (1), (2), (3), (4), (5), (6)

Nuclear Programs: (1), (2), (3), (4), (5), (6)

Next Generation Nuclear Plant: (1), (2), (3), (4), (5), (6)

National Security Programs: (1), (2), (3), (4), (5), (6)

Operations: (1), (2), (3), (5), (6)

Business Management: (1), (2), (3), (5), (6)

Environment, Safety, Health and Quality Assurance: (1), (2), (3), (6)

Communications: (1), (2), (3), (4), (6)"

**Response:**

The criteria laid out in L.9 (b) (1)-(6) are designed to allow the offerors to describe the qualifications of their key personnel in the broadest context. Offerors should propose key personnel with qualifications for their assigned function, but also address any qualifications they may have in supporting categories of required qualifications that may be the principal responsibility of another member of the key personnel team. Where proposed key personnel do not have such experience, either no response to the item or a statement indicating no experience in that area are both acceptable responses.

**Section L, Attachment or Provision/Clause No. 9**

**Question No. 21 (Code 881)**

Section L.9(c)(4) states, "Offerors may bring two additional observers who are not allowed to participate in any manner in the oral presentation, including assisting Offerors in preparing and responding to each of the problems given." In addition, may Offerors bring a technical support staff member responsible for setting up and running equipment to support the Offeror's presentation?

**Response:**

Section L.9(c)(4) will be amended to state that Offerors may bring one (1) support staff member responsible for setting up and running equipment to support the Offeror's presentation.

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

**Question No. 22 (Code 882)**

Within Section L.3 Volume I, Standard Form 33 and Other Document Instruction, there is no instruction on where to include the Representations and Certifications (Section K).

Does DOE require that Section K be submitted in Volume I?

Does DOE require each member of the entity proposing (the Offeror) to submit its own separate Section K?

Does DOE require the LLC or other team entity to submit a Section K for that new entity?

Do other team members (subcontractors) also need to submit Section K?

**\*Response:**

L.3 Volume 1, Standard Form 33 and Other Document Instructions, will be amended to add the following:

Section K, Representation, Certifications and Other Statements of Offerors.

The offeror and each team member of the proposing joint venture or LLC as defined in L.1 are to certify and sign required information in Section K.

In addition, Section L.11(e)(2) will be amended to add the following sentence to the end of the subparagraph:

The Government may, at any time, request additional information necessary for it to determine responsibility.

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

**Question No. 23 (Code 883)**

The categories of evaluation criteria for key personnel listed in Section M.4, Criterion 5, are not relevant for all eight required key personnel listed in Section L.3(d). To ensure that Offerors' key personnel are evaluated fairly against criteria relevant to their specific duties, we recommend that the language "The Government shall evaluate ... key personnel, including:" be amended to read, "The Government shall evaluate the experience, technical and leadership capabilities, and commitment of the proposed Laboratory Director and other proposed key personnel based on measuring each key person's qualifications for that position against the criteria listed by sub-paragraph below:

Laboratory Director: (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l).

Nuclear Programs: (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l).

Next Generation Nuclear Plant: (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l).

National Security Programs: (b), (c), (d), (e), (f), (g), (h), (i), (j), (k), (l).

Operations: (b), (c), (d), (f), (g), (h), (i), (j), (k), (l).

Business Management: (b), (c), (d), (f), (g), (h), (i), (j), (k), (l).

Environment, Safety, Health and Quality Assurance: (b), (c), (d), (g), (h), (i), (j), (k), (l).

Communications: (b), (c), (d), (e), (g), (h), (i), (j), (k), (l)"

**Response:**

The criteria laid out in M.4 Criterion 5 (a) through (f) describe what the Government will evaluate to determine the qualifications of key personnel. Offerors should propose key personnel with qualifications for their assigned function, but also address any qualifications they may have in supporting categories of required qualifications that may be the principal responsibility of another member of the key personnel team. Where proposed key personnel do not have such experience, either no response to the item or a statement indicating no experience in that area are both acceptable responses.

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

**Question No. 24 (Code 884)**

We have a question regarding section L, where in L.6, Criterion 2.(a).(3), in discussing the need for three Past Performance examples reads as follows: "...Average costs exceeded \$25 million per year (for small business, concerns as defined in FAR 19.001, average costs exceeding \$5 million per year)."

We believe the requirement that each team member base the Past Performance on single contract awards projects in excess of \$25 million per year will unintentionally exclude, or at least discourage, participation by local, regional and other universities.

We request that DOE remove the minimum dollar amount for projects to be used as examples of Past Performance for universities that are members of an Offeror's team. We have inserted the words "single contract awards" since that is how we interpret the intent of the conditions as currently written.

Thank you for your time and attention to our concerns.

**\*Response:**

The following statement in L.6(a) will be deleted: "Average costs exceeded \$25 million per year (for small business, concerns as defined in FAR 19.001, average costs exceeding \$5 million per year)."

Section M.4, Criterion 2 explains how past performance will be evaluated.

**Section C, Attachment or Provision/Clause No. 2.3**

**Question No. 25 (Code 885)**

Relationship With Existing Site Tenants and the ICP Contractor -- How does the selected offeror handle staff that are not addressed in Section J Attachment F-6.1 and cannot be readily split assigned and managed in a single organization or facility, for example, Health Physics Instrument Laboratory function?

**\*Response:**

Decisions on hiring and staffing are the responsibility of the contractor in accordance with applicable contract provisions. Section H, Clause H.14 contains requirements for work force transition. Section C, paragraph C.2.3.G contains requirements related to site services and the assignment of employees performing those services. Section C.2.3.G.2.b, "Other Site Services," further requires that the INL and ICP Contractor's must have a formal agreement in place prior to takeover describing how the services listed in Section J, Attachment F-6.2 will be managed.

Clarification: The example used in Question 25 incorrectly assumes the Health Physics Instrument Laboratory (HPIL) is an "Other Site Services" addressed in Section J, Attachment F-6.2. HPIL is a mandatory site service included under Section J, Attachment F-6.1. The "Calibration Services" description contained in Section J, Attachment F-6.1 will be amended to clearly identify the inclusion of radiological calibration services provided by HPIL in the scope of this mandatory site service.

**Section C, Attachment or Provision/Clause No. 2.1**

**Question No. 26 (Code 886)**

Regarding Section C.2.1.A.5 (e) Nuclear Energy: 1) Please confirm that DOE has identified no source of funding for the Center for Advanced Energy Studies. 2) Would the contracting officer please place any plans, memos, letters, or any other documents explaining the origin, concept, design, features or benefits for the Center in the Reading Room, or otherwise explain where this concept originated? 3) Once the contractor establishes the Center, what further obligations will the contractor have under this contract, if any, and what ongoing role does the DOE expect to have? 4) Does this section require the offeror to propose how the Center will be subject to DOE direction even though it is operated by an independent entity?

**Response:**

1. DOE currently has no identified source of funding for the Center for Advanced Energy Studies.

2. No additional documents are available. DOE expectations of the offeror in establishing the Center for Advanced Energy Studies are in Section C.2.1.A.5 (e). Proposal instructions for the Center are contained in L.8 (c)(1)iv, and the evaluation criteria are in M.4, Criterion 4 (c) 1.

3. The answer to this question is dependent on the plan submitted by the offeror and any further post award direction issued by DOE. See instructions in L.8 (c)(1)iv.

4. The answer to this question is also dependent on the plan submitted by the offeror. The instructions in L.8(c)(1)iv, describe the required elements that must be addressed in the proposal submittal.

**Section H, Attachment or Provision/Clause No. 14**

**Question No. 27 (Code 887)**

Regarding Sections H.14(c)(ii), H.14(c)(iii), and Section H.14(c)(vii), Employee Transition, Pay and Benefits, it appears from these sections that the pension benefits for employees would (or could) be:

1. For former Argonne employees (who do not currently participate in a defined benefit plan) - only a defined contribution plan.
2. For former BBWI employees (who currently participate in both a defined contribution plan and a defined benefit plan) - both types of plans.
3. For new employees - some combination of a defined benefit plan and/or a defined contribution plan. If the decision were made to develop both a defined benefit plan and a defined contribution plan for new employees, would it be possible for former Argonne employees to be included in those plans as well as new employees?

**Response:**

Subject to meeting the conditions set forth in the contract, the INL contractor will be given significant latitude on the structuring of a pension and investment plan(s) for new and incumbent employees.

**Section H, Attachment or Provision/Clause No. 41**

**Question No. 28 (Code 888)**

This provision requires a performance guarantee from all entities that have management rights over the contractor, which language is slightly different from the draft RFP and dissimilar from other existing DOE contracts. Are team members that are proposed as a subcontractor to the offeror and that have a defined scope of work required to sign a performance guarantee, even if they do not have management rights over the entire contract? It does not seem appropriate to put such a team member in a position of potentially assuming joint and several liability for performance of the entire subcontract.

**Response:**

A signed Performance Guarantee is required from team members that have an ownership or a management interest in the entity submitting the offer. Identified subcontractors performing discrete segments of the work that do not have ownership or management interests in the offeror's business entity are not required to sign a Performance Guarantee.

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

**Question No. 29 (Code 889)**

Criterion 1 appears to require experience for each team member in subparagraphs (1), (2), (3) and (4). Please explain how this criterion will be scored as related to the collective experience of the team members of a particular offeror. For example, will an offeror have points deducted if a particular team member does not submit experience in one of the subparagraphs, even though another team member(s) has submitted information for the subparagraph?

**\*Response:**

Section M.4 describes what the government will evaluate with regards to relevant experience. It speaks to evaluating the Offeror's experience and capabilities. It further states "The Government shall consider the nature and extent of a team member's proposed participation in contract performance and the extent to which that member's relevant experience involves work that is similar in size, complexity and scope with respect to the work it will perform under this contract."

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

**Question No. 30 (Code 890)**

Regarding paragraph (e), please confirm that offerors are not required to fully and specifically respond to this paragraph referencing consideration of the performance of predecessor companies. We presume that this paragraph merely provides offerors the opportunity to identify past performance projects from predecessor companies and also provides the government the latitude to consider the past performance of predecessor companies regardless of whether such performance has been identified by the offeror.

**Response:**

Your stated presumption is correct.

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

**Question No. 31 (Code 891)**

Please confirm that contracts as referenced in paragraph (d) references federal government contracts only, and not contracts with private parties, state and local governments, etc.

**\*Response:**

L.6 (d) will be revised to read as follows: “For each team member, provide a list of all contracts terminated (partially or completely) within the past three years, including dollar amount of contract, party contracted with, brief description of the work, reason for termination, and name and telephone number of the contracting official for the contract. This list is not part of the page count limitation.”

The intent of this subparagraph is to list all contracts terminated, not just contracts with the federal government.

Past performance can be demonstrated through performance on any contract or other agreement, not just those held by the federal government.

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

**Question No. 32 (Code 892)**

Please confirm that the resource commitment forms are intended to be subject to the overall 200 page count limitation.

**\*Response:**

Based on this and other questions, the overall page limit for Volume II of the proposal is being increased from 200 to 300 pages. Offerors must still ensure that Resource Commitment Forms meet the five page per form limit and the Resource Commitment Forms will remain bound by the new 300 page limit to Volume II. Section L.4(d) will be amended to reflect the new 300 page limit.

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

**Question No. 33 (Code 893)**

Noting that orals are referenced only in Criterion 5, Key Personnel, please describe how orals will be scored, specifically, whether they will be scored only as part of the key personnel criterion, and, if so, whether the points allocated to key personnel are further separated into oral and written components.

**\*Response:**

L.9 Criterion 5 (c)(1) states: “The oral presentation shall be used to evaluate the Offeror’s proposed key personnel.”

Section M.4, Criterion 5 Key Personnel describes how the evaluation will be conducted and states:

“The Government shall evaluate the experience, technical and leadership capabilities, and commitment of the proposed Laboratory Director and other proposed key personnel, including:

- (a) Leadership credentials and experience, including the ability to form and lead collaborative relationships (Laboratory Director only);
- (b) Recognized technical reputation (e.g., demonstrated recognition and professional standing);

- (c) The extent, depth, and relevance of their education and leadership experience;
- (d) The extent of their commitment to the INL for the long term;
- (e) Their proven ability to promote areas of scientific inquiry and fostering collaborative relationships;
- (f) Their performance history in successfully completing major research, development and demonstration projects on time and within budget;
- (g) Their understanding of DOE and external requirements (oral presentation);
- (h) Their understanding and approach for resolving technical, business management, regulatory, and other barriers affecting accomplishment of the work (oral presentation);
- (i) Consistency of their understanding and approach with the written proposal (oral presentation);
- (j) Their ability to effectively communicate and work together (oral presentation);
- (k) Their ability to recognize when to recruit, retain, remove, or replace key managers, including key personnel (oral presentation) and;
- (l) Their approach to merging ANL-W and INEEL cultures into a respected scientific organization (oral presentation).

All of the Offeror's proposed Key Personnel will be evaluated for (b) through (f) above. Only those Key Personnel for the functions listed in Section L.3(f) shall participate in the Oral Presentation and be evaluated for items (g) through (l)."

Each of the items listed in M.4 Criterion 5 will be considered in determining a single point score for key personnel.

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

**Question No. 34 (Code 894)**

Regarding Criterion 5, Key Personnel -- One of the subfactors of this criterion is (b) recognized technical reputation (e.g., demonstrated recognition and professional standing). Please clarify how those key personnel whose functions are less technically oriented (e.g., business management) will be evaluated and scored.

**\*Response:**

Section L.9(b)(1) and Section M.4, Criterion 5(b) will be modified as follows: Recognized professional reputation (e.g., demonstrated recognition and professional standing).

**Section H, Attachment or Provision/Clause No. 14**

**Question No. 35 (Code 895)**

An organization chart is provided in the INL source library for the BBWI INEEL Division showing a headcount total of 3754 as of October 26, 2003 (org chart excludes ICP Division headcount). The RFP (H.14.b) states the estimated headcount for the INL Contract will be 3055 employees (610 ANL and 2445 BBWI incumbents), resulting in a variance of 1309 BBWI incumbent employees who will not be transferred to the INL Contractor.

Please provide additional information describing how the headcount number of 2445 was derived, and where the 1,309 unaccounted for BBWI people will reside? Section C.2.3.G.2.a and b seem to be the only other RFP references that discuss how existing BBWI personnel/functions will be split between the INL and ICP contracts.

**Response:**

Offerors should base their proposals on the personnel numbers found in Section C.2.3.G and in Section H.14(b). Remaining personnel should be assumed to be the responsibility of the ICP contractor. Given the constantly changing nature of programmatic work, changes in the workforce due to retirement, termination, resignation, and hiring and other factors, exact numbers of personnel cannot be determined until contract transition.

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

**Question No. 36 (Code 896)**

We have been unable to find on the shared library what the contribution level is for the defined ANL-W contribution plan, nor could we find a vesting schedule. The information outlined in the materials appears to apply only to the tax-free annuity plan.

In addition, we couldn't find information on the employee's cost for the benefits under INEEL or ANL-W. Will DOE please provide this information?

**Response:**

This information will be posted to the shared library in the near future.

**Section C, Attachment or Provision/Clause No. 2.5**

**Question No. 37 (Code 897)**

This clause says that the final transition plan shall be submitted not later than 10 working days after the start of the transition period. We believe that this is correct. However, the Contract Data Requirements List (page J-I 2) indicates that the final transition plan is due not later than 10 working days after contract takeover. Please Clarify.

**Response:**

The CDRL, item A.3, will be amended to require delivery of the final transition plan no later than 10 working days after contract award.

**Section H, Attachment or Provision/Clause No. 36**

**Question No. 38 (Code 898)**

This clause calls for submission of a Legal Management Plan within 60 days of contract award date (i.e., during transition). However, the Contract Data Requirements List (page J-I 2) indicates that the Legal Management Plan shall be submitted within 90 days of contract takeover. Which is correct? We believe that it is more appropriate to submit the Legal Management Plan after the contractor has assumed responsibility for operations.

**Response:**

The CDRL, item A.8, will be amended to require delivery of the Legal Management Plan within 60 days following contract award.

**Section H, Attachment or Provision/Clause No. 44**

**Question No. 39 (Code 899)**

This clause calls for submission of a Conflicts of Interest (COI) Plan for approval within 60 days after the award date of the contract (i.e., during transition). Is this what is intended, or should it be within 60 days of contract takeover (i.e., after the contractor has assumed responsibility for operations)?

**Response:**

Clause H.44 and CDRL item A.7 are correct. The plan must be submitted within 60 days following contract award.

**Section I, Attachment or Provision/Clause No. 30**

**Question No. 40 (Code 900)**

This clause requires that implementing procedures that seek to avoid employee and organizational conflicts of interest in Technology Transfer activities be submitted within 60 days after execution of the contract (i.e., during transition). The Contracting Officer then has 30 days to take action. (The CDRL (page J-I 2, Item A.9) calls for CO final approval within 60 days of contract award. Which, if either, is correct? Shouldn't the clock start to run at time of contract takeover, rather than start of transition?

**Response:**

The CDRL will be amended to require delivery of this plan within 60 days following contract award. The

Contracting Officer then has 30 days following delivery to DOE to act on the plan in accordance with Note 1 in the CDRL.

**Section H, Attachment or Provision/Clause No. 23**

**Question No. 41 (Code 901)**

This clause requires the Contractor to establish and maintain a project management system. It does not specify a date for submission. The CDRL (page J-I 6, item D.1) says that it must be submitted (initially) 60 days after award, i.e., during transition. Is this correct? In order to plan to respond to this requirement and to understand DOE's intent in Section J, Attachment I, Appendix A ("Data Item Descriptions for Project Management System, Baselines, and Baseline Reporting") the following additional information is requested:

1. What level of project detail is intended for the INL baseline, and what is the relationship of this baseline to the ID baseline?
2. Is the intent for the DOE Site Office to approve all project baselines and changes to baselines? Do status reports need to address all projects?
3. Is the referenced "graded approach" the same graded approach outlined in DOE Order 413.3?
4. Is it the intent of the change control process to account for all the variances listed?

**\*Response:**

Project management system deliverables in response to Clause H.23 are included in the CDRL under a number of different deliverable items. Item D.1 is the Project Management System document that must describe the Contractor's policies, procedures and tools. Appendix A of the CDRL provides further detail on specific areas the Project Management System document must address. Deliverable item D.1 is required by the CDRL to be submitted within 60 days following contract award. The project management system must be in place by contract takeover, and is an element of the Contractor's assurance statement (see CDRL deliverable A.1).

The following responses are provided to the other parts of the question above.

1. As discussed in Appendix A to the CDRL, the Contractor is responsible for developing, maintaining and controlling the INL baseline. The Contractor is responsible for determining the level of detail, considering specific Contractor/customer/sponsor/stakeholder needs. DOE will use the Contractor's baseline to support activities such as the annual budget process and DOE oversight planning.
2. Baselines are submitted to DOE for approval under deliverable item D.2. Baseline change approval authority will be as defined in the Contractor's project management system. Status reporting will be at a level agreed to by DOE (see CDRL Appendix A, Section III.a.).
3. As discussed in Clause H.23 and Appendix A to the CDRL, the Contractor shall apply the project management system using a graded approach based upon the nature, complexity, risk, size and sensitivity of the work being performed. The Contractor must define its approach in the project management system document.
4. Clause H.23 requires a project management system to be established and maintained to assure projects are completed on time and within budget. The Contractor must define its control of the baseline, including both internal and external approvals. Change control should not be used to eliminate legitimate variances.

**Section I, Attachment or Provision/Clause No. 9**

**Question No. 42 (Code 902)**

In subparagraph under Use of Contractors Work Product there is a space where a specific term of years should be inserted. We suggest that this should be two (2) years which is consistent with at least one other national laboratory.

**Response:**

I.9 will be amended to insert: 2 years as a fill-in under "use of Contractor's Work Product."

**Section I, Attachment or Provision/Clause No. 15**

**Question No. 43 (Code 903)**

Clause I-15(b) has bracketed language indicating that the Contracting Officer shall identify which of the

following categories of records will be included in the clause. We suggest that the bracketed language be deleted and that all of the enumerated categories of records be included in the clause.

**Response:**

I.15 will be amended to delete the bracketed language.

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

**Question No. 44 (Code 904)**

This clause calls for submission of the Contractors Diversity Plan within 90 days after the effective date of this Contract. Does this mean within 90 days of the contract award date or within 90 days of contract takeover?

**Response:**

The requirement for submittal is within 90 days following contract award. The CDRL will be amended to require delivery of this plan within 90 days following contract award.

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

**Question No. 45 (Code 905)**

This clause provides that a separate Resource Commitment Form shall be provided for each discrete resource proposed. If a single entity is committing some combination of funds, real or personal property, intellectual property and human resources, may a single Resource Commitment Form aggregate these as one resource commitment?

**Response:**

No. A single Resource Commitment Form is required for each discrete resource.

Based on this and other questions, the overall page limit for Volume II of the proposal is being increased from 200 to 300 pages. Offerors must still ensure that Resource Commitment Forms meet the five page per form limit and the Resource Commitment Forms will remain bound by the new 300 page limit to Volume II. Section L.4(d) will be amended to reflect the new 300 page limit.

**Section C, Attachment or Provision/Clause No. 2.1**

**Question No. 46 (Code 906)**

Re Clause 2.1.A.5.a Could DOE please expand on the nature and type of accreditation expected for the nuclear technology programs? [The clause calls for establishing accredited nuclear technology programs to facilitate the education of nuclear engineers and scientists using regional and other universities to create a major U.S. center of advanced nuclear engineering learning.]

**Response:**

The accreditation expected for the nuclear technology programs would be equivalent to that for similar accredited programs at universities.

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

**Question No. 47 (Code 907)**

The section provides that responsibilities for additional key personnel, if any, must involve the management and administration of technical programs or site and facility operations. Is this to be interpreted in a manner that would permit proposing additional key personnel who would fill critical site-wide support (i.e., non-technical) roles? We note in this connection that the mandatory key personnel include two such positions (business management and communications).

**\*Response:**

The statement in Section L.3 will be amended to read as follows: "Responsibilities for additional key personnel, if any, must involve management and administration of functions or activities critical to the Offeror's proposal approach."

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

**Question No. 48 (Code 908)**

Re: Clause B.2 Table B-1 Table B-1 displays the Maximum Fee for the option periods (FY2015-FY2019). However, it does not address the Maximum Fee for the Performance Period. Will Table B-1 be updated to reflect the Maximum Fee stated in the table displayed in Section L.11(c)?

**Response:**

No. The annual maximum fee for the base contract period will be the fee amounts proposed by the Offeror (see Section L.11(c) of the RFP). Section L will be revised to make it clear that the fee proposed for each fiscal year of the base contract period shall also be provided in the Total Available Fee column for the base contract period in Table B-1 of Section B.2.

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

**Question No. 49 (Code 909)**

Re Clause 3(b)(2) This section includes the following statement: The Offerors signature also constitutes acceptance and incorporation into the contract of portions of its Capabilities and Approach Proposal (CAP) described in this solicitation. Can DOE elaborate on what portions of the CAP are subject to being incorporated into the contract by reference (and thus subject to public disclosure)? Specifically, does DOE contemplate the incorporation by reference of portions of the CAP other than those identified in Clause H.34(b)?

**\*Response:**

The intent is to incorporate only those portions of the CAP identified in Section H, Clause 34(a) and (b). Offerors are reminded that other parts of their offer, outside the Capabilities and Approach Proposal, will become part of the contract. (e.g. Performance Guarantee, Small Business Subcontracting Plan.)

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

**Question No. 50 (Code 910)**

We request that the DOE identify times when bidders may have the opportunity to set up one-on-one appointments with division managers at both ANL-W and INEEL to ask specific questions regarding existing operations at the respective facilities.

**Response:**

No contacts with employees of the incumbent contractors are permitted for the purposes of seeking procurement sensitive information related to this solicitation. Site tours of INEEL and ANL-W facilities were provided to potential offerors in February-March 2004 as an opportunity to view existing operations. A library of documents also exists on this website to help answer questions about existing operations. In order to ensure uniformity of responses, any further questions regarding existing operations should be directed to the DOE Source Evaluation Board through the Question and Response process on this website. Questions must be submitted by June 25, 2004.

Contacts with incumbent contractor employees regarding possible future employment are permitted; however, such contacts, interviews, etc. must take place outside the working hours of such employees and off the INEEL or ANL-W sites in order to avoid disruption of work under the existing contracts.

**Section L, Attachment or Provision/Clause No. 8**

**Question No. 51 (Code 911)**

Incumbent Offerors have a significant advantage in responding to the Section L.8(b) requirement to provide a "proposed organizational structure including a position title and brief description of each position down to the fifth supervisory level" because of access to current organizational data. To level the competitive field, we request that DOE provide the current organizational structure with names and position descriptions down to the fifth supervisory level for both INEEL and ANL-W.

**\*Response:**

We do not agree that incumbent contractors have a significant advantage in responding to this requirement. See Section L.8(b) and Section M.4, Criterion 4(b) of the RFP. Bear in mind that the instructions include a requirement to "[i]nclude a description of how this organization and management staffing will effect change in the INL culture and be responsive to accomplishing the INL missions." In order to address the requirement that competitors indicate which of the positions in its proposed organization will be filled by personnel brought in from the outside, we plan to post the current organizational structure with as much information as possible.

**Section L, Attachment or Provision/Clause No. 8**

**Question No. 52 (Code 912)**

Section L.8(b) requires Offerors to provide a "proposed organizational structure including a position title and brief description of each position down to the fifth supervisory level." Because of the numbers of positions at the fourth and fifth supervisory levels, presentation of this data will require a significant number of pages in Offerors' proposals. We request that the organizational structure and position description data submitted to fulfill this requirement be excluded from the 200 page limit for Volume II because the level of detail required is more germane to the contractual requirements of Section H.34(b)(1) than to evaluation of Offerors' organizational structures based on "supporting mission accomplishment and changing laboratory culture" (Section M.4, Criterion 4(b)).

**\*Response:**

Based on this and other questions, the overall page limit for Volume II of the proposal is being increased from 200 to 300 pages. The information provided on organizational structure will remain bound by the new 300 page limit. Section L.4(d) will be amended to reflect the new 300 page limit.

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

**Question No. 53 (Code 913)**

"Similar to the transition at the Oak Ridge National Laboratory of the Information Technology (IT) activities to a consolidated department activity that is suitable for small business subcontracting, will the Idaho National Laboratory (INL) operating procedures envisioned by the proposed contract and statement of work, in any way prohibit the INL contractor from a packaging of the IT function over time in that manner that supports a spin off of this work for the benefit of small business contracting opportunities and fulfillment of enhanced commercially oriented IT management practices?"

**Response:**

Nothing in the solicitation prohibits the Contractor from spinning off functions where consistent with contract and collective bargaining requirements.

**Section H, Attachment or Provision/Clause No. 23**

**Question No. 54 (Code 914)**

Comment: In Section H, H.23 Project Management System, the second sentence reads: The Contractor shall apply this system to all work scope, using a graded approach..."

Question: Is this intended to cover all work scope in the statement of work including non-project type work such as maintenance functions, facility operations and other level of effort?

**Response:**

Yes

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

**Question No. 55 (Code 915)**

Comment: Section B.4 makes unallowable payment of fee to affiliates of the awardee team unless the awardee secures advance approval from the contracting officer. Section I.54 incorporates DEAR 970.5244-1 which, in turn, incorporates DEAR 970.4402-3 that authorizes payment of fee to affiliates (in certain circumstances) without the necessity of securing advance approval of the contracting officer.

Question: If the requisite of DEAR 970.4402-3 are met (as well as the requisites of DEAR and FAR Parts 31), will payment of fee by the awardee to an affiliate be reimbursable without advance approval of the contracting officer?

**Response:**

The request would be considered. Approval would be based on the individual circumstances.

**Section H, Attachment or Provision/Clause No. 26**

**Question No. 56 (Code 916)**

Comment: Section H.26 empowers DOE to unilaterally withdraw work. It is unclear how this clause differs from the standard Termination for Convenience or Changes clauses in section I of the RFP. While the section

I clauses specifically identify the remedies available to the contractor, section H.26 is silent regarding remedies.

Question. Will work withdrawn under H.26 fall under either the Changes clause or the Termination for Convenience clauses with respect to available remedies?

**\*Response:**

Where the circumstances support applying either the Changes Clause or the Termination clause to direction withdrawing work, they will be applied. Termination is addressed in FAR 52.249-6, "Termination (Cost Reimbursement) (SEP 1996) (Modified BY DEAR 970.4905-1 (DEC 2000) and is incorporated by reference in Clause I.1. If the Contractor believes work withdrawn is subject to either of the contract clauses and the Contracting Officer has not stated that the clauses apply, the Contractor may ask the Contracting Officer to issue a decision on application of the clauses. (Reference FAR 52.233-1, "Disputes.")

**Section H, Attachment or Provision/Clause No. 32**

**Question No. 57 (Code 917)**

Comment: Section H.32 makes fault based environmental fines and penalties unallowable.

Question. In the event that the awardee is technically at fault (and incurs fines or penalties) but nonetheless acted reasonably (as that term is defined in FAR and DEAR Parts 31), will such costs be treated as allowable?

**Response:**

Allowability will be determined on a case-by-case basis considering the underlying facts, pertinent contract requirements, and the cost principles (see FAR 31.205-15).

**Section H, Attachment or Provision/Clause No. 34**

**Question No. 58 (Code 918)**

Comment: Section H.34 makes unallowable those costs associated with the provision of the resources in Section J, Attachment R.

Question. All things being equal, the contractor should receive recompense for maintaining the resources carried in Section J, Attachment R (i.e., maintenance, depreciation, etc.). Will maintenance costs of such resources be allowable?

**Response:**

If a facility or equipment is provided, "carrying charges" may be allowable where consistent with the contract and the cost principles. Offerors must make it clear on each Resource Commitment Form (see items 3, 7, and 10 in Section L, Appendix 10) whether charges such as this or any other charges associated with providing the resource during contract performance will be paid for by the Contractor or proposed for reimbursement under the contract.

**Section H, Attachment or Provision/Clause No. 14**

**Question No. 59 (Code 919)**

This clause encourages the Contractor to modernize and consolidate pension and other benefit plans in a cost effective manner. In order to determine approaches to accomplish this objective, can the following information be provided:

- 1) BBWI Defined Benefit Pension Plan Document.
- 2) BBWI Defined Contribution Investment Plan Document.
- 3) BBWI Non-Qualified Retirement Plan(s) Documents
- 4) ANL-W Qualified Retirement Plan Document
- 5) ANL-W Group Tax Deferred Annuity Program Plan Document
- 6) ANL-W Non-Qualified Retirement Plan(s) Document
- 7) BBWI Annual Actuarial Reports for Defined Benefit Plan (last two years)
- 8) ANL-W and BBWI medical (PPO/HMO medical, drug and mental) summary plan descriptions and plan documents for active, under 65 retirees and over 65 retirees, to include current employee/retiree contribution premiums and current COBRA rates for all tiers (e.g. employee only, employee + spouse, etc.).

9) ANL-W and BBWI annual benefit enrollment documents provided to employees and retirees for their calendar year 2004 enrollment.

**Response:**

This information will be posted to the shared library.

**Section H, Attachment or Provision/Clause No. 14**

**Question No. 60 (Code 920)**

Continuation of prior question

This clause encourages the Contractor to modernize and consolidate pension and other benefit plans in a cost effective manner. In order to determine approaches to accomplish this objective, can the following information be provided:

10) The actual contribution percentage (ACP) for the BBWI and the ANL-W defined contribution plans.

11) Vacation, holiday, sick leave, severance, short term disability and long term disability benefit provisions referenced in ANL-W Personnel Appendix A.

**Response:**

This information will be posted to the shared library.

**Section H, Attachment or Provision/Clause No. 14**

**Question No. 61 (Code 921)**

Clause H.14(d): Labor Relations

This clause requires the contractor to comply with the law, including requirements on recognition and successorship, when those requirements apply to collective bargaining representatives. A review of the collective bargaining agreements is necessary to fulfill these requirements. The IPWA agreement is not on the shared drive. Can a copy of this agreement be provided.

**Response:**

Your question refers to guards employed at ANL-W. While there is a certified collective bargaining unit and collective bargaining representative, negotiations on a collective bargaining agreement are on-going. If negotiations are completed before the proposal due date, the collective bargaining agreement will be added to the shared library.

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

**Question No. 62 (Code 922)**

My question is "How will an employees longevity be determined?" For instance, I have worked for Argonne for 14 years. Previously, I worked for Aerojet Nuclear for 1 year and EG&G Idaho for 15 years. When the new contract takes over will I have 30 years total service or 14?

**Response:**

Service for work under predecessor contracts at the Idaho site will be counted only if that service is included in the accrued service balance on the books of your current employer (incumbent contractor) at the time of contract takeover. Employees are encouraged to check with their employer's human resources office to determine the status of their service credit and leave balances.

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

**Question No. 63 (Code 923)**

Sections L.1(b)(5)(iii) and L.11 state that all cost information shall be included in Volume III. Section L.4(a) states that cost information shall not be included in the CAP (Volume II). Section L.8(c)(iv) requests specific costs for the Center for Advanced Energy Studies, and Section L.7(c) provides an opportunity to identify funds as a resource incorporated into INL. Please confirm that costs and funds related to sections L.8(c)(iv) and L.7(c) are to be included in Volume II.

**Response:**

You are correct. The costs and funds related to L.8(c)(iv) and L.7(c) are to be included in Volume II.

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

**Question No. 64 (Code 924)**

Section J, Attachment I, CDRL A.3 states that the Final Transition Plan is due NLT 10 days after contract takeover. Please confirm that the actual Final Transition Plan due date is NLT 10 days after contract award.

**Response:**

The CDRL, item A.3, will be amended to require delivery of the final transition plan no later than 10 working days after contract award. See also Question number 37.

**Section L, Attachment or Provision/Clause No. 33**

**Question No. 65 (Code 925)**

Section L.33 provides a NAICS Code (562910) for various types of remediation. No connection to Facilities Research and Development can be found on the SBA or NAICS websites. Can DOE please clarify?

**Response:**

The NAICS Code provided in L. 33 will be revised to NAICS Code 541710, Research and Development in the Physical, Engineering, and Life Sciences.

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

**Question No. 66 (Code 926)**

Section L(5)(a)(4)states "Provide specific examples of experience, within the last ten years, in managing large multiple facility sites involving both nuclear and non-nuclear laboratory operations." Does this require each example of experience to have both nuclear and non-nuclear laboratory operations, or may offerors provide examples of complex multiple facility laboratory sites that are exclusively either non-nuclear or nuclear?

**Response:**

Offerors may provide examples of managing complex multiple facility sites that are either exclusively non-nuclear, exclusively nuclear, or both. Because management and operation of the INL will include managing a large multiple facility site involving both nuclear and non-nuclear laboratory operations, DOE is looking for Offerors that have both relevant nuclear and relevant non-nuclear experience.

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

**Question No. 67 (Code 927)**

Sections L.1(d) and L.3(a) state that the SF 33 shall be used as the first page of Volume I. Section L.12(c)(2) describes different information required for the first page of the proposal. Please clarify.

**\*Response:**

Please place the cover letter as the first document in Volume I, followed by Standard Form 33. In order to make sure this is consistent among the provisions cited in your question , L.2 will be modified to read as follows:

L.2 Cover Letter

(a) Provide a cover letter with the offer that includes the following:

- (1) The solicitation number.
- (2) The name, address, and telephone and facsimile numbers of the Offeror (and electronic address if available).
- (3) A statement specifying the extent of the agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items where costs are offered for the cost proposed.
- (4) Names, addresses, titles, telephone and facsimile numbers, and electronic addresses if available, of persons authorized to negotiate on behalf of the Offeror in connection with this solicitation. Include the same information for the person authorized to sign the offer. (Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Idaho Operations Office.)
- (5) The name, address, title, telephone and facsimile number, and electronic address if available, of the person the Government may contact, if necessary, during the evaluation.

(6) The complete formal name and address of each team member. Also provide the Dun & Bradstreet LTD (DUNS) number for each team member.

(7) The names, addresses, telephone and facsimile numbers, and electronic addresses, if available, of representatives of the Government agency having audit or administrative cognizance over each team member.

(8) A statement that the Offeror grants to the DOE and its authorized representatives, the right to examine, for purposes of verifying the information submitted, those books, records, documents, and other supporting data that will permit adequate evaluation.

(b) The cover letter will not be evaluated.

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

**Question No. 68 (Code 928)**

Section L.8. Item d states:

Describe the extent, variety and complexity of small business involvement in performing the work. Include a description of how small businesses will participate in meaningful prime contract performance (Business).

Section M. Criterion 4. Item d states:

The extent, variety, and complexity of small business involvement in performing the work (Business).

These two statements indicate that the government is looking for a description of how small businesses will be used. The highlighting of the word meaningful and the use of the words prime contract performance. Indicate that the government is looking for small businesses to be involved in the prime contract, and that those businesses should be named and their roles described in the offerors proposal. This would be different than the approach taken in the past, but in keeping with the departments recent efforts to ensure small business involvement. Is this the governments intent? Other parts of the RFP seem to indicate otherwise and this is causing confusion. For instance:

Section C, 2.3.D states:

Small business concerns shall be afforded an equitable opportunity to compete for all contracts that they can perform to the extent consistent with the Government's interest.

The Contractor shall

Provide maximum practicable opportunities in its acquisitions for all small business categories listed in FAR 19.201(a). The Contractor shall identify in its Small Business Subcontracting Plan discrete, principal work activities (e.g., information technology, ES&H support, etc.) that it intends to be performed by small businesses.□

Consistent with the Governments interest, meet or exceed the small business goals contained in the Contractors Small Business Subcontracting Plan.

Section L.3.e states:

Small Business Subcontracting Plan and Small Disadvantaged Business Participation Program Targets Form, Section L, Appendix 5.

Prepare the Small Business Subcontracting Plan and Small Disadvantaged Business Targets as described in the instructions in Section L, Appendix 5. The Plan shall also include all elements required by the clause in Section I entitled, FAR 52.219-9 "Small Business Subcontracting Plan (Alternate II).

These two statements indicate that the government is only looking for a plan on how small businesses will be utilized after award. Appendix 5 is much the same as the instructions used for government M&O contracts in the past. For those procurements, small businesses were not included in prime contract teams, were not typically named in proposals, and their roles were left to be sorted out after award.

What is the governments expectation regarding small business participation in this procurement?

**Response:**

The solicitation encourages Offerors to consider small businesses by requiring Offerors to describe the extent of small business involvement in meaningful prime contract performance, and by requiring Offerors to provide and implement a small business subcontracting plan with stated subcontracting goals. Both aspects of small business involvement may be considered in the evaluation under Criterion 4.

**Section C, Attachment or Provision/Clause No. 2.5**

**Question No. 69 (Code 929)**

The scope of work provides that "[t]he contractor may utilize any government furnished facility and equipment that is available in order to minimize costs." Please confirm that the government will provide sufficient office facility/space, office supplies, computers, printers, copiers, fax machines, furniture, work stations, telephones, and standard business software. Please provide any information currently available as to the nature of government furnished equipment and facilities for the transition.

**\*Response:**

For purposes of preparing the transition plan, the Contractor should assume no government facilities, equipment, or services are available during the transition period. However, at contract award, government facilities, equipment and services may be made available in order to minimize costs. Section C.2.5.B and Section L.11(b) will be amended to reflect this assumption.

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

**Question No. 70 (Code 930)**

Section L.6 (a), Criterion 2; asks for Past Performance Information Forms for contracts or other agreements. Section M.4, Criterion 2 states that The Government shall evaluate the relevance of the Offerors past performance on contracts similar in size, but does not explicitly mention other agreements as in Section L.6 (a). We assume that the Government will evaluate both contracts or other agreements. Please change the text in Section M.4 to be consistent with L.6(a).

**Response:**

M.4 Criterion 2, Past Performance will be amended to read: "The Government shall evaluate the relevance of the Offerors past performance on contracts or other agreements similar in size, complexity and scope to activities identified in the Statement of Work, including:..."

Section L.6(a) will be revised to add the words "or other agreement" after the word "contract"

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

**Question No. 71 (Code 931)**

The wording of this restriction is concerning in that many activities and publications at the lab might be used by someone to "in any way" promote a position on pending legislation. Please provide guidance on how DOE intends to interpret this restriction, as offerors' strategies for advancing the mission of INL may be impacted by the restrictions in this clause.

**Response:**

This provision applies only to activities using funds appropriated under the law identified in the clause (i.e. 2004 Interior Appropriations Act). Lobbying restrictions similar to this one generally do not prohibit the preparation and distribution of factual information about current or planned laboratory activities or the preparation of materials requested from a member of the Congress. Like all contract provisions, this provision must be interpreted reasonably. Specific interpretations may be requested from the contracting officer after contract award.

**Section H, Attachment or Provision/Clause No. 14**

**Question No. 72 (Code 932)**

Paragraph (b) states that the ICP and INL contractors collectively must offer employment to all current INEEL employees. With the ICP contract no longer on the same procurement schedule, and the ICP and INL contractors being separate entities, how will DOE manage and enforce this requirement?

**Response:**

The INL contractor is responsible for hiring employees as identified in RFP Section C, Paragraph 2.3.G and Section H, Clause 14(b) and must make its hiring decisions during transition for this contract.

**Section H, Attachment or Provision/Clause No. 14**

**Question No. 73 (Code 933)**

Paragraph (c)(4)(i) states that DOE may require the contractor to continue administering pension and benefit plans. In this regard, will DOE negotiate in good faith a follow-on contract with the contractor for this obligation?

**Response:**

Yes

**Section H, Attachment or Provision/Clause No. 24**

**Question No. 74 (Code 934)**

This clause purports to shift significant risk of unallowable costs to the contractor, without any requirement to find fault or negligence on the part of managerial personnel. While we understand DOE's concerns regarding cost overruns and other procurement issues, this provision deviates from standard Acquisition Regulation language. Would DOE consider modifying this language to be more consistent with the allowability standards in the Acquisition Regulations?

**Response:**

No.

**Section L, Attachment or Provision/Clause No. 9**

**Question No. 75 (Code 935)**

Please provide information on the location (city, place) and expected time frame in which orals will be scheduled so that offerors may start planning logistics.

**Response:**

Oral presentations will occur in Idaho Falls. The exact location and schedule will be provided after the proposal due date.

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

**Question No. 76 (Code 936)**

Are you issuing a separate contract for IT Services or is it included in the scope for this RFP?

**Response:**

IT Services are within the scope of the INL RFP.

**Section L, Attachment or Provision/Clause No. 9**

**Question No. 77 (Code 937)**

Regarding orals format, will the SEB be present or in any other way observe the Offeror's key personnel during the Problem Response Preparation Time?

**Response:**

Yes, and problem response preparation may be considered in the evaluation.

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

**Question No. 78 (Code 938)**

Does DOE have any plan or intention of accelerating L-clearances for new personnel brought to the site by the contractor?

**Response:**

Please refer to Section J, Attachment G (DOE O 472.1C and DOE M 472.1-1B) for requirements, procedures, and time frames related to requesting and obtaining DOE access authorizations. Expedited processing of individual access authorizations will be considered when requested by the Contractor.

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

**Question No. 79 (Code 939)**

The ICP and the INEEL currently share individual contributor resources on direct funded work scope. The INL RFP makes no mention of sharing individual contributor resources between the ICP and the INL contractors. Will this practice be allowed and/or encouraged to continue?

**Response:**

The INL and ICP contractors will be responsible for determining how they will accomplish their respective scopes of work. The RFP does not require nor prohibit these types of mutual agreements between contractors (see Section C, Paragraph 2.3.G).

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

**Question No. 80 (Code 940)**

The Mandatory and Other site services sections seem to reflect the services and costs as they occurred in FY 2003. In FY 2004 many of the referenced services are performed by the ICP and sold to the INL. There is no mention of the need to negotiate the purchase of these services from the ICP. ICP currently sells the following services to the INEEL, Chemical Management, Prime Contract Management, Planning and Controls, WGS RCRA Compliance, Nuclear Safety Analysis, INEEL Weld Qualification Program, INEEL A/E Standards, Transportation Logistics, Design Engineering and Drafting, Construction Management and Estimating Services

**Response:**

The requirements for mandatory and other site services are outlined in the RFP (Section J, Attachment F-6.1 and Attachment F-6.2) and are not based on which organization currently performs these services under incumbent contracts. INL and ICP contractors will be responsible for determining how they will accomplish their respective scopes of work within the requirements of their contracts.

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

**Question No. 81 (Code 941)**

Currently the ICP provides to the INEEL the services pertaining to safety basis for nuclear facilities (Section J attachment I Line H.5, 6,7,8). Is it the vision of the SEB for each contractor to have its own organization to perform these functions?

**Response:**

DOE's intent is that the INL and ICP contractors are responsible for determining how they will accomplish their respective scopes of work.

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

**Question No. 82 (Code 942)**

The RFP is not very clear on who is responsible for different activities related to environmental monitoring and reporting. For example in section C 2.4A point 8, it states that the ICP contractor is responsibility for CERCLA and RCRA but in Section J attachment I Line F.40 is states that the INL contractor is responsibility to Prepare CERCLA Continuous Release Reports.

**Response:**

Section C, paragraph 2.4.A describes INL contractor responsibility for monitoring and reporting (e.g., site-wide

air and water and EPCRA). Section C, paragraph 2.3.G.4, requires the INL contractor to prepare and sign an interface agreement with the ICP Contractor during transition. Please refer to 40 CFR 302 and DOE O 450.1 for the requirements associated with deliverable F.40 in Section J, Attachment I. The INL Contractor is responsible for providing information to and coordination with the ICP Contractor for its maintenance of the site-wide RCRA permit and CERCLA agreement (Section C, paragraph 2.4.A.7). The INL Contractor is also responsible for all WAG 9 (ANL-W) work scope. An additional numbered item will be added to Section C, paragraph 2.4.A to clarify this responsibility.

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

**Question No. 83 (Code 943)**

C 2.3G Other Site Services

The INL RFP refers to how the costs and FTEs are to be split between the new contractors but does not address who will own/control the equipment, systems and software needed to perform the task or service.

**Response:**

Section J, Attachment H addresses assignment of property to the INL Contractor, and a similar listing addresses property assigned to the ICP Contractor (see Shared Library posting). Administratively controlled property not on these listings and associated with the "Other Site Services" (Section J, Attachment F-6.2) may be addressed through the formal agreement developed by the INL and ICP Contractors prior to contract takeover (see Section C, paragraph 2.3.G.2.b)

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

**Question No. 84 (Code 944)**

Will DOE make available the fringe cost structure and details for INEEL in the same manner that they are available for ANL-W in the shared library?

**Response:**

Similar information for BBWI will be placed on the shared library in the near future.

**Section A, Attachment or Provision/Clause No. 22**

**Question No. 85 (Code 945)**

**Response: Reserved**

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

**Question No. 86 (Code 946)**

**Response: Reserved**

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

**Question No. 87 (Code 947)**

Since a major objective is to increase, retain women and minorities in professional positions, could you furnish the EEO-1 reports for both incumbents showing the current representation?

**Response:**

DOE intends to post this information on the Shared Library

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

**Question No. 88 (Code 948)**

There seems to be a discrepancy between Section B.4 "Allowability of Contractor Team Fee" and Section L.1, "Definitions". L.1 Definitions states that "Team member means...(b) subcontractors identified by offeror; whereas B.4 defines a team member as subcontractors that are "wholly owned, majority owned, or an affiliate of any team member". We request clarification to L.1 "Definitions" to read "Team member means (a) every person or entity that has formed the entity that consitutes the offeror and (b) subcontractors identified by the

offeror that are wholly owned, majority owned, or an affiliate of any team member..."

**Response:**

The definition in Section L.1 will not be revised. Section L contains proposal preparation instructions and is not incorporated into the contract awarded as a result of this solicitation. Section B.4 stands alone and describes contract requirements for allowability of fee sharing.

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

**Question No. 89 (Code 949)**

Several of DOE's answers to questions submitted to date have indicated that an amendment to the RFP will be issued. Can DOE tell us when that amendment will be issued?

**Response:**

DOE's intent is to issue an amendment by July 9, 2004.

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

**Question No. 90 (Code 950)**

Comment:

Section B.4, "Allowability of Contractor Team Fee" states that "Separate additional subcontractor fee for teaming members shall not be considered an allowable cost under the contract." Section L.1 "Proposal Content/Submittal Data" defines Team Member as "(a) every person or entity that has formed the entity that constitutes the Offeror, and (b) subcontractors identified by the Offeror."

Question:

We would argue that there are specialty services provided by the small business community that an Offeror may want to identify in their Subcontracting Plan (or other areas of the Proposal) to define how the Offeror intends on performing the work. However, the definition of "Team Member" in L.1 requires that a subcontractor identified in the proposal by the Offeror become part of the fee pool as described in B.4. This has the affect of limiting small business participation. We would suggest defining a Team Member in L.1 in the following manner: "Team Member means (a) every person or entity that has formed the entity that constitutes the Offeror, and (b) any lower tier subcontractors that are wholly owned, majority owned, or affiliated with any entity of the Offeror."

**Response:**

The RFP as currently written encourages Offerors to provide information described in the first sentence of the question. See Section L.8(d) and Section L, Appendix 5. The definition in Section L.1 is for proposal preparation and does not require a team member to become a part of the fee pool. Section L.1 is not incorporated into the contract awarded as a result of this solicitation. Section B.4 stands alone and describes contract requirements for allowability of fee sharing.

**Section H, Attachment or Provision/Clause No. 14**

**Question No. 91 (Code 951)**

In reference to the response to Question #35, can additional information be provided in the shared library pertaining to BBWI INEEL labor resources currently being purchased by the BBWI ICP Division (resources in addition to Other Site Services personnel)? For example, (1) number of FTEs or people by BBWI organization fully matrixed to ICP and (2) average number of people or FTES by BBWI INEEL organization purchased by ICP on an as-needed basis. Having a better understanding of the functions (and associated personnel providing the services) to be transferred to the ICP would assist a new contractor in establishing their organization structure and management level.

**Response:**

No further information will be provided. A significant amount of information exists in the documentation on the shared library (e.g., Detailed Work Plans) pertaining to current planning for the work. The Offeror's Capabilities and Approach Proposal is required to contain its approach to the work (see Section L for instructions and Section M for evaluation criteria). The INL Contractor's responsibility for hiring is addressed in Section H and Section C.2.3.G. Additional information concerning BBWI's current internal practices and approach to utilizing personnel is not considered necessary for meeting the requirements of H.14.

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

**Question No. 92 (Code 952)**

The BBWI INEEL organization charts and headcount numbers provided in the Shared Library are by "home" organization. Is it possible to add organization charts by "work" organization? This information would be particularly helpful to a new contractor in determining how people are currently organized by function and how many of those people are being supported by the various programs.

For example, the Reactor Program home organization chart shows a population of 176 people but the budget shows the Program is funding an average of 355 FTES. A Reactor Program "Work" organization would provide a clearer picture as to the real number of people (by organization) providing support to the Program as well as management-to-employee-ratio.

**Response:**

Additional organization charts by work organization will not be added to the shared library. In your example, the combination of budget documents, including Detailed Work Plans, and organization charts that are posted on the shared library provide the information on FTES and functions that currently support Nuclear Reactor Programs for BBWI.

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

**Question No. 93 (Code 953)**

The BBWI INEEL organization charts and headcount numbers provided in the Shared Library are by "home" organization. Is it possible to add organization charts by "work" organization? This information would be particularly helpful to a new contractor in determining how people are currently organized by function and how many of those people are being supported by the various programs.

For example, the Reactor Program home organization chart shows a population of 176 people but the budget shows the Program is funding an average of 355 FTES. A Reactor Program "Work" organization would provide a clearer picture as to the real number of people (by organization) providing support to the Program and a more accurate management-to-employee-ratio.

**Response:**

Additional organization charts by work organization will not be added to the shared library. In your example, the combination of budget documents, including Detailed Work Plans, and organization charts that are posted on the shared library provide the information on FTES and functions that currently support Nuclear Reactor Programs for BBWI.