

Questions Generated from the Columbus Closure Project (CCP), Group 4 (June 11, 2003 – June 16, 2003)

60. In Section M.5(d) it states that “Target Cost, Target Fee, and Cost Share will be evaluated in regard to the contractor’s assumption of contract cost risk.” Does DOE intend to use the most probable cost and most probable fee for their evaluation of this particular area?

Answer: No. It was intended that this sentence be a separate paragraph. An amendment will be issued to clarify the sentence.

61. Section M.2 references a business proposal. Is there a business proposal?

Answer: No. An amendment will be issued to clarify the sentence.

62. Section M.5(d) references “cost share.” Is this referring to the proposed share line?

Answer: Yes.

63. Reference: M.3, Overall Relative Importance of Evaluation Factors

1. Project Manager
2. Two other named Key Resources

Are we correct in our understanding that DOE will only evaluate only three resumes (Project Manager and two others) in evaluation of Key Resources? We assume that these personnel will be the same ones invited to the oral interviews/CCP site walkthrough. To further DOE’s understanding of our team capabilities, may additional resumes be included as long as they are designated as not the personnel to be evaluated or interviewed?

Answer: Yes, the DOE will only evaluate three resumes- the Project Manager and two other named Key Resources as proposed by the offeror. Section L.17(c)I will be amended to clarify this. Section L.22(a) specifies who will participate in the oral interviews/walkthroughs. No, the DOE will not accept any more than three resumes.

64. Reference: L.15, Proposal Preparation Instructions – General

(b)...All pages of proposal are to be submitted in 8 1/2 X 11 sheets – fold out sheets are allowed only for maps, tables and figures.

Is our understanding correct that fold out (11 X 17) pages used as maps, tables, and figures count as one page when considering page count limitations?

Answer: Yes, as long as the page is no larger than 11 x 17. Provision L.15(b) will be amended to clarify this.

65. Reference: L.17 II, Technical Approach (a) Work Accomplishment, Integration and Schedule (Target of 15 pages including exhibits)... The offeror shall provide its integrated performance based schedule of the CCP... The level of detail for the schedule should correspond to Level 3.

Would DOE consider excluding the schedule itself from the 15 page target length of this section? Such a schedule will require multiple pages to provide Level 3 detail. We believe we are already sufficiently challenged to effectively respond to the requested 5 specific responses, below, within the 15-page limit. Considering these written responses, we believe that the current page limit does not provide adequate space to respond to less than 15 pages:

- The offeror shall describe its approach for integrating the performance based schedule.
- The offeror shall describe how the SOW requirements will be complied by the proposed target date and how/why the proposed schedule is credible and within the annual funding limitations.
- The offeror shall describe its technical approach, major work elements and methods, including any innovations that address each of the elements in the SOW.
- The offeror shall describe their approach toward project management to achieve Project Completion on or before a target date of September 30, 2006.
- The offeror shall provide a WBS description that describes the major work elements correlating to their approach to work and the project management system to be used.

Answer: The DOE will exclude the integrated performance based schedule from the page limits in Section L.17(c)II(a), however, the integrated schedule will be limited to 5 pages. The overall page limit of 25 pages for the Technical Approach still applies, but excludes the integrated schedule. The change will be formalized by issuance of an amendment.

66. Reference: L.16(c), Volume I, Instructions – Representations, Certifications, and Other Statements of Offerors, fully executed according to the instructions contained in Section K.

Should we submit Reps and Certs and FOCI information for all team members or only for the prime contractor?

Answer: Submit the Certifications and Representations for all team members and/or major subcontractors whose work is valued at or over \$5M. Provision L.16(c) will be amended accordingly.

67. Reference RFP, Sections C.1.4 Agency Agreements, pgs. 3-4, and C.3, Waste Management, pg 12: Based in part on the incorporation of DOE Order 435.1, Chg 1 into this RFP and subsequent contract, the offeror would like clarification regarding the

ownership of waste. Will the successful contractor be signing for the Department of Energy when manifesting waste and obtaining necessary permits, leaving the DOE as the generator?

Answer: It is the responsibility of the offeror to propose a waste disposition strategy consistent with the terms and conditions of the RFP Section C.3 and clause H.11 that includes obtaining necessary permits, licenses and registrations, signing of manifests, and shipping waste.

68. Reference Draft Revision 6 of the Decommissioning Plan Battelle Memorial Institute Columbus Operations, Section 2.1.6, pg 10 of 26 and RFP, Section H.4, DOE Contract Administration and Oversight, pg. 8: Draft Revision 6 of the Decommissioning Plan Battelle Memorial Institute Columbus Operations, states that “as the BCLDP has matured...it has been determined that the generation of building specific documents such as QAPs are no longer required. In similar logic, the extensive, formal review process of the Readiness Review is no longer required or performed.”

This RFP is silent on readiness reviews, but does say in Section H that “DOE oversight will be conducted in a tailored and proactive manner with minimal interference with project progress.” A formal DOE Readiness Review can consume large amounts of time and resources. Please clarify whether DOE will conduct formal Readiness Reviews prior to commencing major operations.

Answer: The formal DOE Readiness Review process is not anticipated for this project. The requirements of the amended DP, once approved by the NRC, will apply.

69. Reference RFP, Section L.6(b), pg. 6-7: The RFP requests submittal of the cost portion of the proposal in hardcopy, as well as electronic media: “Any spreadsheets or mathematical computation using MICROSOFT Excel 97. Any written verbiage will be submitted using MICROSOFT Word 97.”

Given many offerors may have newer platforms than Microsoft 97 (such as Microsoft 2000) and many portions of Technical Proposal are page limited, some format and pagination errors may occur in converting from a new to older version of Microsoft, thus affecting the page count and layout. Can the offerors assume the requested conversion of hardcopy information to electronic media (Microsoft 97) is only required for the no-page-limited Cost Proposal information, and not for the page-limited Technical Proposal information? Or will the Government allow newer versions of Microsoft to be submitted to meet the electronic requirement?

Answer: Yes, the electronic media is only required for the Cost Proposal information. Offerors may provide the electronic Cost Proposal information (no page limits) in either Microsoft 97 or Microsoft 2000. The change will be formalized by issuance of an amendment.

70. Reference RFP, Section K.14, Guarantee of Performance Agreement, pg. 1 6-18:

Per the RFP, “the contractor must provide a performance guarantee.” Given performance guarantees are typical for construction contracts, but can be quite onerous for small business contractors, would the Government consider eliminating this requirement, or considering an alternate retainage program in lieu of the performance guarantee described in Section K.14?

Answer: The certification required by Provision K.14 will be deleted from the RFP. Provision K.14 will be deleted and marked “Reserved” by issuance of an amendment.

71. Reference General Information: Please clarify whether there is a maximum level of labor resources designated for simultaneous safe working conditions in each area, or whether the successful contractor will make this Health and Safety assessment.

Answer: It is the responsibility of the offeror to determine the maximum level of labor resources consistent with their assessment of Health and Safety.

72. What are the site’s work hours? Are there any restrictions (day of week, backshifts, and overtime)?

Answer: The access requirements are specified in Section C.4.5 of the RFP.

73. Are previous site final or release survey reports available to review?

Answer: A Final Status Survey Report from the King Avenue Building(s) will be placed in the Reading Room.

74. Will there be available/posted a list of companies that did the site visit/walk through?

Answer: A list of the companies that have expressed an interest in the RFP (e.g., site visits, synopsis, RFP interest) has been posted to the SEB Web Page, titled “Source List.” A list of the companies that attended the Pre-Proposal Conference will also be posted to the SEB Web Page.

75. Should we expect to encounter paints, solvents, oils, etc in the JN-3 machine shop or other areas? If so can we give them back to Battelle instead of disposing them?

Answer: The offeror should expect to find hazardous materials of varying quantities during the remediation and is responsible for disposition of all waste.

76. If the JN-2 lab is no longer required, how should the equipment be dispositioned

Answer: It is the responsibility of the offeror to disposition all government property in accordance with Section C.2.1.2, and the property clauses FAR 52.245-5 and DEAR 952.245-5 as stated in the RFP.

77. Will the new CCP Contractor be responsible for the relocation of the antennas on top of JN-2?

Answer: No.

78. Will the current phone and computer services be available to the contractor?

Answer: The current telephone and computer services will not be provided to the contractor. The contractor is responsible to provide these services.

79. Will the new CCP contractor be able to utilize the current card reader personnel access control system for JN 10 and 11?

Answer: The contractor shall provide site access control as required by Section C.4.5 of the RFP. The current card reader system will not be provided to the contractor.

80. Currently some Battelle owned equipment is being used for the CCP. Will any of the lab equipment, construction equipment (big forklift), etc. be left for the new CCP contractor?

Answer: The government property available to the contractor is provided in Section J, Attachment F of the RFP.

81. The RFP states that the CCP contractor will control the wastewater treatment plant areas. Do we operate the treatment systems and what are the operator license requirements?

Answer: BMI will operate and maintain the wastewater treatment systems as stated in Section C.2.2.1 and C.2.2.3 of the RFP.

82. B.2 Contracting Funding Profile shows a three-year project total of \$57.7M, however the three FY numbers add up to \$59.7M. Please clarify.

Answer: The total contract funding as stated in the RFP Section B.2 is correct at \$57.7M. The FY05 amount is \$20M. The change will be formalized by issuance of an amendment.

83. A project with a spend rate of ~\$2M/mo could require a small business to need perhaps \$4M in order to cover the cash-flow requirements. Would DOE consider establishing a letter of credit for the contractor, or alternatively paying the contractor twice per month?

Answer: A letter of credit will not be considered. The Clause G.5(a) will be amended to allow cost invoicing twice per month in accordance with FAR 52.216-7 Invoicing.

84. Section B.10 discusses safeguarding restricted data and other classified information. Please describe the types and volumes of information that CCP contractor will be expected to safeguard. Will a derivative classifier be required?

Answer: There is no restricted data or classified information as part of this scope of work therefore, a derivative classifier will not be required.

85. In Section K – Representation and Certifications, paragraph K.14, it states that the contractor must supply a performance guarantee for the project. However, it references the Miamisburg Closure in the text. Does the Government intend to have the contractor provide a performance guarantee on the Columbus Closure Project?

Answer: The certification required by Provision K.14 will be deleted from the RFP. Provision K.14 will be deleted and marked “Reserved” by issuance of an amendment.

86. Will the contractor need to characterize any TRU waste that may be encountered?

Answer: Yes, and handle and package waste in accordance with existing BMI TRU waste procedures as stated in Section C.3 of the RFP.

87. Is the revised Site Treatment plan due to DOE in 60 days (C.3) or 90 days (Section J Attachment C, Pg 3 #17)?

Answer: 60 days. The change to Section J, Attachment C will be formalized by issuance of an amendment.

88. Would DOE clarify if the new CCP contractor will be responsible for paying the cost of shipping and disposal of waste materials, and does this cost come out of the \$57.7M funding profile?

Answer: Yes, the contractor is responsible for the costs of the waste shipping and disposal from the \$57.7M total funding profile. These costs are included in the target cost.

89. Are we required to submit Certs & Reps for major subcontractors?

Answer: Yes. Submit Certifications and Representations for each subcontractor whose work is valued at or over \$5M. Section L.16(c) will be amended accordingly.

90. B.5, Items Excluded from Target Cost. This provision, consistent with FAR 52.216-10(e)(5), list those items that will not count cost in determining fee. Will items (a) and (d) similarly provide a basis for modifying the schedule incentive completion date?

Answer: This is a matter of contract administration. Any modifications, if necessary, to the schedule incentive completion date will be considered in accordance with the terms and conditions of the awarded contract.

91. B.5, Items Excluded from Target Cost. Will the government publish a list of events (as it has in B.5 with respect to target cost) that will trigger a basis for modifying the schedule incentive completion date?

Answer: No.

92. F.6, Declaration of Project Completion. The last sentence of the first paragraph (along with the second paragraph) indicates that the contractor will not be reimbursed for costs associated with rectifying “material deficiencies” after the contractor has declared the project complete. This approach is inconsistent with a cost reimbursement type contract and runs contrary to the FAR (see FAR Part 31 and CFR 52.246-5(d)). Under the FAR, the Government is required to reimburse all reasonable, allowable, allocable costs associated with re-performance. Will the government delete aforementioned language in F.6?

Answer: No. The Government is permitted in accordance with FAR Part 31 to make certain costs expressly unallowable.

93. H.2, Programmatic Risks and Uncertainties. Item 5 of Table H-2 states that “The Contractor will be responsible for any regulatory fines or penalties which BMI incurs from the activities of the DOE Contractor.” Will the Government alter the existing language by inserting “unreasonable or negligent” before “activities”?

Answer: No.

94. H.2, Risks and Uncertainties. If the described risks and uncertainties listed in Table H-2 materialize, will they be treated as contract “changes” and justify an adjustment to target cost and the schedule incentive completion date (see FAR 52.216-10(d) and Far 52.216-10(e)(5))?

Answer: This is a matter of contract administration. Any modifications, if necessary, to the target cost and schedule incentive completion date will be considered in accordance with the terms and conditions of the awarded contract.

In accordance with L.17(c)II.(b)i-3, the offeror is required to basically describe its assessment and approach, and allocation of risk for the uncertainties identified by DOE in H.2 and the other uncertainties identified by the contractor. Proposals will be evaluated in accordance with M.4II(b).

95. H.5, Government Furnished Services & Items (GFSI). If the contractor is required to obtain GFSI identified in Table H-5 from commercial sources rather than the DOE, will the cost and time required to secure such GFSI justify an adjustment to target cost and the schedule incentive completion data?

Answer: No.

96. H.9, Department of Labor Wage Determinations. Will target cost be raised consistent with upward revisions in DOL mandated wage rates?

Answer: No.

97. H.15, Allocation of Liability for Fines and Penalties to Responsible Party. If the Contractor is reimbursed under this provision (e.g., the Contractor acted reasonable but was nonetheless

fined or, alternatively, DOE or the NRC contractor caused the violations), will the reimbursement count against target cost?

Answer: Fines and penalties are generally unallowable, except for the conditions in FAR Part 31.205-15. If it is determined that a fine or penalty is allowable, DOE will determine whether the fine or penalty is included in “total allowable costs” for fee determination purposes.

98. H.20 (b), Transfer of Data. There is a typo/ambiguity in last line. How should this line read?

Answer: The last sentence of (b) is correct. The fragment “this contract.” should be deleted. The change will be formalized by issuance of an amendment.

99. Exhibit 1 of Section C, page 3. Please complete the last sentence that describes the JN-1A Mezzanine and Operations Area.

Answer: The sentence is fragmented and is completed in the next block of the table. The sentence should read “The two round units to the front of this area are the two banks of HEPA filters...” The change will be formalized by issuance of an amendment.

100. I have been seeking a copy of the list of attendees to the Pre-proposal conference. Can you help by pointing out the link for me?

Answer: A list of the companies that attended the Pre-Proposal Conference has been posted to the SEB Web Page.