Questions Generated from the Columbus Closure Project (CCP), Group 5 (June 20, 2003 – June 24, 2003)

101. Section I, Far 52.228-7. This clause appears to have been inadvertently left out of section I. FAR 52.228-7 is mandatory in cost reimbursement contract settings (see FAR 28.311-1) and is cited in other clauses incorporated into the RFP (see, e.g., 52.216-10(e)(4)(iv)). Does the government intend to add FAR 52.228-7 to Section I?

    Answer: The FAR clause will be added to the RFP. The change will be formalized in an amendment. Additional insurance requirements are covered in Section H, Clause H.19.

102. Section L.17, Proposal Preparation Instructions places no constraints on the number of Key Resources that may be proposed. Section M, Clause M.3(1), Key Resources, appears to limit the number of proposed key resources to three (i.e., the Project Manager, and two other Key Resources to be named by the Offeror)? Is this correct?

    Answer: Yes. Amendment 01 was issued to clarify the instructions in L.17.

103. Section L, Clause L.17 III(1), Reference Information Form. Are Reference Information forms limited to three (3) per proposal or are three (3) required for each joint venture member/team member/major subcontractor?

    Answer: A written Reference Information form for three different contracts, is to be provided for the proposed prime contractor, joint venture members, team members and any major subcontractors (over $5M contract value in any one year). (i.e., Provide three for each joint venture member/team member/major subcontractor.)

104. Section L, Clause L.17 III, Past Performance (4) states, "The offeror shall request that the references return the Past Performance Questionnaire directly to the address identified in L.20 three weeks from the mailing date." We interpret that to mean that our references have three weeks from the submittal date, which is currently July 18th, to return the questionnaire to DOE. Is this correct? As a minor edit, the address is provided in L.19 rather and L.20.

    Answer: The offerors shall request that the references return the Past Performance Questionnaire directly to the address identified in L.19, three weeks after the offeror mails the form to the reference. In order for the Government to meet its acquisition schedule, offerors are encouraged to ensure that the Past Performance Questionnaires are returned no later than the July 18, 2003 proposal due date. Amendment 01 corrected the L.20 reference.

105. Several photographs linked from http://www.ohio.doe.gov/ccp_seb/index.html indicate the presence of hazardous substances outside buildings at the Columbus Closure Project Site. For example:

- P0001284 Lead on Asphalt JN-1 Shop and Sheep Shed
- P0001285 Lead on Asphalt JN-1 Shop and Sheep Shed
- P0001286 Oil on Asphalt JN-1 Shop and Sheep Shed
- P0001288 Leeking (sic) Transformer North Side of JN-1
- P0001299 Leeking (sic) Transformer North Side of JN-1

Are there any additional hazardous substances other than radionuclides and lead-based paints requiring remediation at the Columbus Closure Project Site?

Answer: The offeror should expect to find hazardous material of varying quantities during the remediation and is responsible for disposition of all waste. All available information regarding waste quantities has been posted to the CCP RFP Web Page. In addition, building and site tours are available for offerors. Offerors are reminded that the information provided on the CCP RFP Web Page is for informational purposes only. Offerors are reminded to provide proposals based upon the requirements of the RFP.

106. Reference Section L, Provision L.17, Proposal Preparation Instructions – Volume II – Technical Proposal, Under L.17, paragraph (c) III (4), Past Performance, it states that, "The offeror shall request that the references return the Past Performance Questionnaire directly to the address identified in L.20…" When looking at L.20, Availability of Referenced Documents, the offerors are referred to the SEB web site. Did DOE intend that the offerors are to submit the information to the address listed in L.19, "Time, Date, and Place Proposals Are Due" instead?

    Answer: Yes, offerors should request that the Past Performance Questionnaire be submitted to the address listed in Provision L.19. Amendment 01 corrected the L.20 reference.

107. In Section B.2, Contract Funding Profile, may the assumption be made that the annual dollar figures for each fiscal year is correct for the funding profile rather than the total cumulative dollar figure?

    Answer: No. In the Section B, the Clause B.2 table, the total funding is correct. The funding in FY05 is incorrect and was corrected in Amendment 01.

108. In Section K.14, Guarantee of Performance the contract number provided is for this solicitation. DE-AC24-04OH20171, which is for the Columbus Closure Project, however, the Miamisburg Closure Project is referenced as the site for the remediation . Will this be corrected?

    Answer: The Provision K.14 was deleted in Amendment 01.

109. In Section K.12, 952.204-73 Facility Clearance, Notices: If a small business, has a DoD assigned commercial and government entity (CAGE) code, is this CAGE code sufficient to fulfill the FOCI requirements of this RFP? Could you assist us in this determination?

Answer: The K.12 Provision will be deleted from the RFP and replaced with "Reserved." The change will be formalized in an amendment.

110. Section K.14 of the subject solicitation contains a Guarantee of Performance Agreement. The Agreement, however, is for the Miamisburg Closure Project and is not referenced anywhere else in the solicitation (e.g., No directions are provided relative to what entity must complete the guarantee). Based on the above, it appears that the Guarantee of Performance Agreement is a holdover from the Mound RFP, and that it will be removed from this solicitation. Is this assumption correct?

    Answer: The Provision K.14 was deleted in Amendment 01.

111. During the pre-proposal conference you said that soil volumes above 250,000 cu. ft. would not be included in the target cost. Did you mean that anything above 250,000 cu. ft. is not part of the scope of this contract?

    Answer: The contractor is responsible for remediation of ALL contaminated soil volumes. Section B, Clause B.5 excludes contaminated soil volumes above 250,000 cubic feet for the purposes of fee adjustment.

112. There is a big difference between the waste volume estimated in the detailed Rev. 3 baseline worksheets, the "lowman.xls" spreadsheet, and the estimated waste volumes from the RFP information. What is the current waste volume baseline?

    Answer: Offerors are reminded that the terms and conditions of the RFP take precedence over any other information provided. Offerors are encouraged to review the contents of the RFP. The waste volume information on the CCP RFP Web Page may be outdated and is provided for information only.

113. Can the contractor lose all fee to result in zero fee?

    Answer: As stated in Section B, Clause B.4, the minimum fee will be 2% of target cost. There are certain circumstance that may result in total fee of less than 2% of target cost. While all of the circumstances that may result in loss of fee cannot be listed here, some examples include: Section B, Clause B.6, paragraph B.6.3, in order for the contractor to be eligible to earn all available fee under this contract, the contractor must meet the minimum requirements in paragraphs (a) and (b) of the Clause B.6.3. "Conditional Payment of Fee" and B.10 "952.204-XX Conditional Payment of Fee or Profit- Safeguarding Restricted Data and Other Classified Information" which refers to minimum requirements for ESH&Q, minimum requirements for a catastrophic event, and the safeguarding of restricted data and other classified information.

114. What conditions would result in the contractor paying for the cost of operations, beyond the loss of all fee?

Answer: The Department intends to reimburse all allowable costs. Costs that are not allowable are not reimbursable. While all unallowable costs cannot be listed here, some examples include: fines or penalties as defined in Section H, Clause H.15; the costs to complete material deficiencies as defined in Section F, Clause F.6; negligence related to management and protection of Government property; and, certain costs related to legal and other proceedings.

115. Are close out costs under the funding profile?

Answer: Yes, contract close-out costs are included in the total project funding. However, contract close-out costs are not included in "total allowable costs" for purposes of fee adjustment as stated in Section B, Clause B.5.

116. Will DOE approve a baseline change to reflect the negative schedule variance before contract transition?

Answer: The Section H, Clause H.1.2 requires the successful offeror to submit a Columbus Closure Project (CCP) baseline consistent with the terms and conditions of the contract and their proposal within 60 days after award. There will be no negative schedule variance on day one for the new contractor.

117. What are the requirements for transition?

Answer: Contract transition is the period of time between award of the contract and the beginning of the contract period of performance (currently anticipated to be October 1, 2003). Contract transition costs and requirements are specified in Section B, Clause B.9.

118. The proposed requirements of Section L do not address transition. Should a transition plan be incorporated into the proposal?

Answer: No.

119. Do amounts derived from the share line count toward/against fee only or fee and cost?

Answer: For a total actual cost greater or less than the target cost, those costs greater or less than the target cost shall be shared according to the accepted share line. In the event that cost overruns occur, the costs will be shared in proportion with the accepted share line and the contractor's share of costs will be deducted from earned fee. As a reminder, the minimum fee will not be less than 2% of the target cost unless reduced pursuant to other terms and conditions of the contract such as Clause B.6.3 or Clause B.10.

120. What is the total funding profile? ($57.7 M or 59.7 M?)

Answer: The Total funding is $57.7M. The table in Section B, Clause B.2 was revised in Amendment 01.