

**QUESTIONS GENERATED FROM THE MOUND CLOSURE PRE-PROPOSAL
CONFERENCE/TOUR
WEEK 1 (August 12-16, 2002)**

1. What on-site facilities and radio analytical instrumentation exist? Are these available to the successful bidder?

ANSWER: The equipment listed in the table below is available for the new contractor.

| Location | Lab Function | Radiological Analytical Capabilities | Media |
|-----------------|--------------------------|---|--|
| H Building | Soil Screening | Gamma Spectroscopy | Soils, wipes, liquids, sludges, air filters |
| H Building | Bioassay | Alpha spectroscopy, Liquid Scintillation | urine, feces |
| T Building | Count Lab | Gross alpha, gross beta, tritium, alpha spectroscopy | wipes, air samples |
| T Building | Count Lab | Gross alpha, gross beta, tritium | wipes, air samples |
| Building 30 | Count Lab | Gross alpha, gross beta, tritium | wipes, air samples |
| Trailer 17 | Mobile Soil Screening | Gamma Spectroscopy | Soils, wipes, liquids, sludges, air filters |
| Building 45 | Calibration | HP Field Instrumentation Calibration Facility | |
| Building 48 | Environmental Laboratory | Radiochemistry: Separation Chemistry; Sample Preparation; Alpha Spectroscopy; Gross Alpha/Beta; Liquid Scintillation Counting; STEP Analysis; Processing of high level tritiated materials General Environmental Chemistry: Atomic Absorption Spectroscopy; Water and Wastewater Examination (various instrumentation), approximately 25 analytical techniques | Soils, vegetation, wipes, liquids, sludges, air filters, bubblers, smears, concrete, various waste materials |

2. What on-site facilities and instrumentation exist for analysis of TRU Waste? Are these available to the successful bidder?

ANSWER: There is no on-site facility or instrumentation to analyze TRU Waste. However, through subcontracting, TRU Waste analysis is conducted on site by mobile vendors.

3. Will the contractor's D&D, ES&H, waste management and operations undergo an independent, DOE-HQ, ISMS validation?

ANSWER: The RFP Section C.4.2 states "The contractor may adopt the existing approved ISMS or propose a new ISMS. A new ISMS will require DOE approval and Phase I/II verification." The Phase I/II verification will only be required if a new ISMS is proposed as the existing ISMS has already undergone verification and has been approved by DOE.

When will the ISMS validation occur after contract award?

ANSWER: (Original) ~~The annual review of the ISMS occurs on a mutually agreed upon date during the first quarter of each fiscal year as stated in the MEMP 3 Year Assessment Schedule. The current date stated in Section J, Attachment C of the RFP is "Annually, September 15."~~ Phase I/II verification of a new ISMS will occur initially on a date agreed upon following the contractor's declaration of a fully implemented ISMS. If revised, the new ISMS is expected to be fully implemented within 12 months of award of the contract.

Answer modified as of 8/20/02: If the successful offeror adopts the existing approved ISMS, or proposes minimal changes, an annual review will be conducted on a mutually agreed upon date during the third quarter of FY03 and annually thereafter. If the successful offeror develops a new ISMS, or makes significant changes to the ISMS as determined by DOE, the Phase I/II verification will occur on a mutually agreed upon date following the contractor's declaration of a fully implemented ISMS. The new ISMS is expected to be fully implemented within 12 months of contract award and reviewed annually thereafter.

4. Much of the site work is currently done by the PACE rank in file. Is there no contractual requirement in the new contract to utilize the PACE members under a "Historically performed clause"?

ANSWER: See Section H.25, Workforce Transition and Management for offeror's obligations with labor organizations and other pertinent Sections of the RFP.

5. Is there a requirement to pay "Reasonable" salaries and benefits to attract or maintain the incumbent workforce? Does this apply to both salaried and hourly employees?

ANSWER: See Section H.25, Workforce Transition and Management and other pertinent Sections of the RFP.

6. Since we were unable to view rooms within the SW/R buildings where ongoing work was being conducted, please provide most recent radiological surveys of these rooms.

ANSWER: Available radiological survey data for the rooms in SW and R buildings will be placed in the FOIA Reading Room by August 26, 2002.

7. Please provide drawings of the sub-surface systems and components in the SW/R buildings (i.e., drain lines, sumps, etc.).

ANSWER: Detailed drawings are being generated and will be available in the FOIA Reading Room by August 23, 2002. Since the majority of these drawings are either Unclassified Nuclear Control Information (UNCI) or Official Use Only (OUO) these drawings can not be reproduced or copies taken from the reading room.

8. Please provide most recent radiological surveys of the SW/R buildings exhaust fan rooms and stacks.

ANSWER: Radiological survey data for the Head House of T building West Stack and R building Filter Bank will be placed in the FOIA Reading Room by August 26, 2002.

9. Please provide SW/R buildings drawings of structural, mechanical and electrical systems.

ANSWER: Detailed drawings are being generated and will be available in the FOIA Reading Room by August 23, 2002. Since the majority of these drawings are either Unclassified Nuclear Control Information (UNCI) or Official Use Only (OUO) these drawings can not be reproduced or copies taken from the reading room.

10. Will the status of the PACE grievances against D&D subcontractors be posted on the web site?

ANSWER: No.

11. Will tour guide scripts be posted on the web site?

ANSWER: Yes.

12. Is the Mound heavy equipment list on the web site?

ANSWER: Heavy equipment can be found on the web site under Administrative References and Links, Property as "Accountable Property" (G Building).

13. Is all Mound equipment that can be used for closure listed on the web site?

ANSWER: All DOE equipment at the site is available to support closure. The most complete property lists available have been posted to the web site under Administrative References and Links, Property.

14. Please clarify which building services will remain for the transition of building T (i.e., ventilation, compressed air, electrical).

ANSWER: The question is not clear. See Section C. of the RFP.

15. Please provide the building elevations for each floor of building T.

ANSWER: Detailed drawings are being generated and will be available in the FOIA Reading Room by August 23, 2002. Since the majority of these drawings are either Unclassified Nuclear Control Information (UNCI) or Official Use Only (OUO) these drawings can not be reproduced or copies taken from the reading room.

16. Section B.4.2 states: "Any fee...shall be reduced by 1% of the target cost for each month after September 30, 2006 the project is not completed, so long as the total fee earned is not less than 2% of the target cost...Any fee earned shall be increased by 0.5% of the target cost for each month the project is completed earlier..."

- a) Does this equate to a reduction of \$3.4M (assuming a target cost of \$340 million) in fee for each month after September 30, 2006 and an increased fee of \$1.7M for each month of early completion?

ANSWER: Yes, assuming a target cost of \$340M.

- b) Can the total fee be reduced beyond 2% by failure to meet the target completion date of September 30, 2006?

ANSWER: The minimum fee shall not be below 2% of the Target Cost.

17. The not-to-exceed target cost and target fee is \$367 million (Section B.3). Is the contractor required to continue performance at its own cost and risk if the \$367 million is exceeded?

ANSWER: DOE will follow the guidelines as stated in FAR.

18. Section B.4 states that the "cost incentive and schedule incentive will be cumulative and in no case ...the minimum fee shall not be below 2% of the Target Cost." Since the cost share language is included in Section B.4.1, Cost Incentive Structure, does this mean that the ceiling limit on the contractor's share is an amount that will not reduce the contractor's financial liability to a total

amount that is not less than 2% of the Target Cost? It is our understanding that in the Fernald closure contract, this liability is capped at the minimum fee.

ANSWER: The contractor's minimum fee shall not be less than 2% of target cost.

19. Section B.2, Contract Funding Profile, states that the funds will be provided from EW-05 Closure Project Fund and FS-40. Please state the specific amount of each year's fiscal funding that will come from each source. Can the FS funds be used for clean up or are these funds dedicated? If dedicated, how must they be used?

ANSWER: It is anticipated that for Fiscal Year 2003 contract funding will be provided from FS-40 (\$3.508 million) and EW-05 (\$69.492 million). It is anticipated that for Fiscal Years 04 through 06 annual contract funding will be provided from FS-40 (\$3.893 million) and EW-05 (\$94.107 million). Once appropriated, funds would need to be reprogrammed before moving into the EW-05 cleanup fund.

20. In looking at the provisional fee payments in section B.6.1, we note that while the customary progress payment rate for a large business is 80% when based upon costs (see FAR 32.501-1) and up to 90% when based on performance (FAR 31.1004(b)), you propose to only make payments amounting to 50% of the fee. Please explain. Why you have chosen 50%?

ANSWER: These are not progress payments. All fee payments are provisional upon project completion. DOE has structured the incentives to focus on project completion

21. Special Contract Requirement H.2 (Programmatic Risks and Uncertainties) cites eight different programmatic risks and requires offeror to discuss how to mitigate these risks and propose if these risks are to be accepted by contractor, DOE, or to be shared risks. Section B.5 identifies items not included in "Target Costs" and includes only one programmatic risk (estimate of LLW) cited in H.2.

- a) If risks cited in Section B.5 are considered DOE risks, will clause H.2 be modified accordingly? Additionally, should not Section B.5 be modified to include all risks and uncertainties set forth in clause H.2?

ANSWER: Items in Section B.5 are not considered "risks", they are simply items excluded from the Target Cost of the contract.

- b) The items listed in Section B.5 are excluded from the target cost of \$340 Million. Are they also excluded from the contractor's fee?

ANSWER: Yes, the contractor's fee is based on the Target Cost of the contract.

- c) Are these items also excluded from the contract completion schedule?

ANSWER: No.

22. Contract Clause I.86, Government Property Furnished AS IS, makes no representation that Government Property Furnished (including equipment) is suitable for its intended use. Repair is mandatory and can be forced at Contractor's expense and be non-allowable. This, to some degree, may contradict the reference to 952.245-5, "Government Property" contained in Special Contract Requirement H.5, Government Furnished Services / Items (GFSI). This reference states Government Property is suitable for its intended use. Please clarify. Further, are the government services and items set forth in Special Contract Requirement H.5 all of such services and items to be furnished by the government?

ANSWER: There is no conflict between each clause. Yes, unless the contractor notifies DOE of other needs, and DOE agrees to provide.

23. In Section B.5(b) do you mean that soil volumes in excess of 4.3 million cubic feet will constitute additional scope and be compensated above the target cost?

ANSWER: Yes, provided the offeror meets all other terms and conditions of the contract.

24. In section B.5(e) you state that activities funded by the Office of Nuclear Energy (NE) are excluded from the target cost. What is the estimated NE funding for each fiscal year of the contract? How are administrative costs, including any pension and retiree medical cost associated with NE funded workers, to be treated in the proposal?

ANSWER: The NE Mission costs are not included in the RFP.

25. What is the estimated EM-50 funding and associated work scope for each of the fiscal years of the contract? (See Section B.5(d)).

ANSWER: See Section C.4.7.

26. The Contractor is responsible for managing and sponsoring site employee pension and welfare benefit programs. Please provide an annual report and/or similar documents, including any existing liabilities and statements of current funding status (i.e., over or under funded), so that the fitness of the pension and welfare benefit programs can be assessed.

ANSWER: See Section C.5.2 for funding projection for pensions and benefits.

27. The Executive Summary notes that the Price Anderson Amendments Act (PAAA) has expired and legislation is pending to provide indemnification under DOE's contracts. Please advise your opinion regarding how the contract requirements and Contractor's risk would be impacted if Congress does not renew PAAA.

ANSWER: An amendment to the RFP will detail how contractors will be covered.

28. Section C.3.1, Hazardous Waste (HW) Management, requires the Contractor to prepare and package HW for off-site shipment and sign all manifests. Is the Contractor required to sign documents as the "Waste Generator" or will DOE be the waste generator of record?

ANSWER: See Section H.20(b) in conjunction with C.3.1 (also, refer to 40 CFR 260.10 for definitions).

29. The following questions are asked to ensure that our proposal meets the RFP requirements in an exact and unambiguous manner.

- a) In the event a teaming arrangement is formed as an independent corporation with the purpose of responding to the RFP and subsequent management of the Miamisburg Closure Project:
- (i) Would each member (i.e., owner) of the independent corporation be required to submit and sign a separate Representations and Certification? or
 - (ii) Would the Representations and Certifications of the independent corporation, signed by a responsible officer or employee of the independent corporation, meet the requirement of the RFP?

ANSWER: Representations and Certifications should be submitted by all teaming members.

- b) Are named subcontractors preselected during the proposal preparation period required to submit separate Representations and Certifications with the MCP proposal?

ANSWER: Yes, they should be submitted to the prime to forward to the SEB.

- c) Are named subcontractors preselected during the proposal preparation period, including, but not limited to, small and/or disadvantaged businesses, and which have a defined and limited scope of work, required to participate and share in the fee pool?

ANSWER: See Section G.5, paragraph (b).

30. The third sentence of paragraph L.19.2 (Instructions, Conditions, and Notices to Offerors) indicates that "Cost and financial data should be fully supported and organized in a manner that facilitates review." Is this statement directed toward backup information concerning the cost estimate such as quotes, etc. to be included in the Cost and Fee Proposal as backup for the costs or is this a general statement concerning the organization of the overall cost volume?

ANSWER: Both.

31. If the contractor is stating that certain cost elements are verifiable or from a known source data (L.19.2), is it the DOE's intent that the contractor provide the physical data to support this cost assumption as part of the Cost and Fee Proposal?

ANSWER: Basic and adequate support shall be provided with the proposal. Offeror's are reminded that the Government intends to award based upon these proposals, therefore, adequate documentation should be submitted.

32. What is the defined role of PACE on the MCP? Is PACE responsible for site O&M? D&D? Other? What flexibility will the contractor have in work force management - PACE/Building Trades/Non-Union?

ANSWER: Please refer to the Collective Bargaining Agreements in the FOIA Reading Room and the terms and conditions of the RFP.

33. Please confirm the latest Union Agreements, either approved or being negotiated, have been provided or made available to all offerors.

ANSWER: The Collective Bargaining Agreements are in the FOIA Reading Room.

34. Can offerors propose an alternate workweek schedule for PACE and site professionals?

ANSWER: It is up to the offerors to meet the closure schedule in accordance with all applicable laws and regulations and the terms and conditions of the RFP.

35. Please define or confirm the stack tritium release limits?

ANSWER: Any tritium releases must be in accordance with all applicable laws and regulations, including but not limited to the Clean Air Act and CERCLA.

36. Please provide all current building and site radiological characterization data.

ANSWER: Information is included in Exhibits 1 and 2 of the RFP. Additional information can be found on the web site and in documents in the Reading Rooms.

37. Please define free release or contamination limits to demolish contaminated equipment, buildings, and structures.

ANSWER: The question is not clear.

38. RFP Section L.16(a) states that the proposal cover letter "shall include the information contained in L.5.C.2." The RFP does not contain a section "L.5.C.2". Please provide the correct reference.

ANSWER: The correct reference is L.6.C.2.

39. RFP Section L.17(h) requires the contractor to commit to an automated accounting system with various capabilities including transmitting, in an acceptable mode, detailed accounting information to DOE's primary accounting system and the site management information system.

- a) Does the DOE at MCP currently have an automated accounting system available to the successful offeror with these capabilities? If so, has DOE been pleased with the existing system?
- b) Does the DOE desire the contractor to supply a new automated accounting system and/or replace the existing system? If so, what is the acceptable mode of transmission of data to DOE's primary accounting system and the site information management system?

ANSWER: a) There is an automated accounting system being used by the current contractor. The current contractor's accounting system has been satisfactory to the DOE.
b) Offerors may propose a new system.

40. RFP Section A, Item 16 states "Offer". Should this read "Name and Title of Person Authorized to Sign Offer"?

ANSWER: Yes.

41. Section B.7 refers to a "closure date." Please define this phrase and specifically how it relates to section C.1.2.

ANSWER: Closure is defined in Sections B, C and F.

42. The RFP (Section C.2.1.1) states that fixed price subcontracts for the demolition of 6 buildings will be in place by 1/1/03. Please provide all such subcontracts currently in place. Also, please provide any planning, drafts, etc., of subcontracts not yet awarded. Further, please provide all cost information associated with these fixed-price subcontracts. Is the new contractor responsible for these costs?

ANSWER: See Attachment H and the FOIA Reading Room for subcontract information. Not clear which cost the offeror is referring. All cost associated with the alternative strategies including termination cost if any, shall be included in the Target Cost.

43. Section C.2.1.1(c) states that the three NE buildings are included in the SOW of the RFP. Is EM or NE funding being used for these buildings? Is this activity included in the not-to-exceed target cost and target fee of \$367 million?

ANSWER: Yes, the cost for the demolition of these facilities is included in this RFP.

44. Section H.1.2. states that contractor shall develop and submit a baseline to DOE by 4/30/03. Given this statement, describe what, if any, baseline, DOE expects to be part of the proposal. Will the 4/30/03 baseline be incorporated into the contract?

ANSWER: As stated in Section H.1.2.(a) the contractor shall develop a baseline consistent with the terms and condition of the contract and their proposal by April 30, 2003. The baseline will be used to monitor and measure progress toward site closure.

45. Table H.5.II.A includes LLW and LLMW disposal sites. It is our understanding that the transportation costs to and the disposal costs at NTS and Envirocare are separately funded and are not included in this contract's costs. Is our understanding of the funding for LLW and LLMW transportation and disposal correct?

ANSWER: No, these costs are included in the overall target cost.

46. Is a person occupying a key position (Section H.8, paragraph a) subject to the requirements set forth in paragraph (Section H.8, paragraph b)?

ANSWER: Yes.

47. If DOE elects to have assigned to itself a subcontract (Section H.13(d)), are the costs of that subcontract no longer included in the contract costs used to determine final contract costs per Section B.3?

ANSWER: The Contracting Officer will determine after award how to handle these costs.

48. Section H.25(a) states that "the contractor shall have the flexibility to organize its workforce as it believes necessary..." Does this mean that the contractor is in the position of hiring who it wants from the current staff, but could, theoretically, bring in its own work force and hire none of the current employees? Is there any requirement that current union members must be employed by the new contractor? To help make these decisions, please provide a roster of current employees, their positions, salaries and benefits. Please identify those employees and their position title that have been seconded to the BWXTO operation. Are any costs of employee termination as part of transition chargeable to the new contract and its target cost?

ANSWER: Please review Section H.25, and all other pertinent Sections of the RFP.

49. Does the new contractor have to offer current employees their current position and salary if there is a hiring offer made?

ANSWER: Please review Section H.25 and all other pertinent Sections of the RFP.

50. Please provide the current employee benefits and the cost of each.

ANSWER: See Section C.5 for the estimated cost of benefits.

51. Given the nature of this contract, why is DOE requiring that it have Advance Understandings on pension and welfare benefits (H.25, page 28)?

ANSWER: It is required by the RFP.

52. The RFP requires that employee benefits that are "substantially equal" to current benefits be initially provided for BWXTO employees at certain levels who are hired by the new contractor. Given that DOE has been trying to make improvements in these types of expenses, please define what is meant by this phrase and why it is required.

ANSWER: A determination of "substantially equal" will depend upon the benefits submitted by the offeror. NOTE: The author's statement "Given that DOE ..." should not be construed as the Department's opinion.

53. Section H.25(d) requires that the contractor agree to continue as plan sponsor for benefit programs upon completion of the contract. Are these costs included in the Target Cost of \$340 Million?

ANSWER: The question is not clear as to what cost and time frame are in question.

54. Section L.18(c)III(c) (Environmental Safety & Health) asks the offeror to describe how it will manage, monitor, and control environmental emissions from the site. Please define what "environmental emissions" monitoring is required and provide information on current systems in place to accomplish these tasks.

ANSWER: Refer to the MEMP Environmental Monitoring Plan and the Calendar Year 2000 Annual Site Environmental Report both of which can be found on the web page.

55. What is the RFP referring to as the "Reference #" on the Past Performance Information Form and Questionnaire (Section L.18(c)IV(4), Attachment 1)?

ANSWER: This is the RFP number DE-RP24-03OH20152.

56. Section K.9 requires certification that facilities operated in the performance of the contract are exempt from filing the Toxic Chemical Release Inventory Form R. Since the contractor will be operating the MCP, please advise if the MCP currently files Form R, and if not, its current exemption.

ANSWER: For calendar year 2001 MEMP submitted a "Section 313 Negative Survey TRI Reporters" form. The reason given for not filing a TRI report was that MEMP manufactured or processed less than 25,000 pounds of any covered chemical or chemical category and used less than 10,000 pounds of any covered chemical or chemical category. In previous years ethylene glycol has been a reported TRI chemical.

57. Please provide an inventory of Government Furnished Equipment and Facilities available to the contractor to execute the MCP scope of work, including description, age, model number and condition. Also include any equipment that is currently leased and lease expiration dates.

ANSWER: See the SEB web page for list of property.

58. Section C.4.2, Integrated Safety Management System, states "The contractor shall complete any pre-existing open corrective actions identified by prior ISMS Verifications." Please provide a complete listing of all "open corrective actions identified by prior ISMS Verifications" that are likely to exist at the start of this contract.

ANSWER: (Original) ~~Currently there are no outstanding corrective actions from previous Integrated Safety Management System (ISMS) Reviews conducted by DOE (HQ, OH, or MEMP). During the first quarter of FY03 (October through December) an ISMS Annual Assessment is currently planned to be conducted that will consist of both MEMP and OH technical staff representatives.~~

Answer modified as of 8/20/02: There are no outstanding corrective actions from previous ISMS reviews.

59. Volume III Performance Baseline Overview Summary dated November 20, 2001 (provided to all potential offerors on August 12, 2002), the section entitled "Baseline Totals at WBS Level 3 by Summary Element (All Fund Types)" indicates that the costs presented are a summary of direct costs. Are we correct in assuming that these are only direct costs? If not, what do these costs include? If these are only direct costs, please provide, at least at the summary level, all other cost elements (i.e., fringe, contractor mark-ups, escalation, fee, etc.).

ANSWER: This document was provided for information purposes only.

60. In the "Baseline Totals at WBS Level 3 by Summary Element (All Fund Types)" there is a section blacked-out in the beginning of the report. Can you provide a general statement as to what type of costs have been omitted to better understand the entire impact of the costs being omitted which must to be accounted for by the new contractor?

ANSWER: This document was provided for information purposes only.

61. As stated in Volume III Performance Baseline Overview Summary dated November 20, 2001 there is a difference between the costs presented in the Performance Baseline 2002 (PB2 Rev. A) and the Timberline estimates presented in Volume VII. The Timberline estimates were stated to have been updated based on the new approach to the project described in Volume I. Thus, do the Timberline estimates reflect more accurate costs than the WBS Level 3 price shown in PB2 Rev. A (Volume III)? Please clarify and provide a discussion of the differences.

ANSWER: This document was provided for information purposes only.

62. Section B.4 states that the minimum fee shall not be below 2% of the Target Cost. Section B.4.1, share line, states that for a total actual cost greater than target cost, costs exceeding the target cost shall be shared as follows:

| | |
|---------------------|-----|
| Government's share: | 70% |
| Contractor's share: | 30% |

Would you please clarify that as a cost-plus-incentive-fee contract, the contractor's share of costs exceeding the target cost will be subcontracted from the contractor's fee, but in no case will the contractor's fee be less than 2% of the Target Cost.

ANSWER: The contractor's share of costs that exceeds the Target Cost will be subtracted from the contractor's fee, however the contractor's minimal fee shall not be less than 2%.

63. Please clarify incentive fee/penalty concept. Given the following scenario:

- a) Project is completed 3 months behind schedule at \$400MM
- b) Project is completed 3 months ahead of schedule at \$400MM

Applying the 70/30 cost/savings share and incentive fees and penalties as outlined in the RFP.

ANSWER: Under Scenario A and assuming a target cost of \$340 million, the fee earned for a cost of \$400 million and completed 3 months behind schedule (3 months after September 30, 2006) is the minimum fee of \$6.8 million (actual earned fee is below the minimum stipulated, therefore the minimum applies).

| | |
|------------------|---|
| Target Fee | \$27.2 million |
| Cost penalty | - \$18.0 million (30% of \$60 million) |
| Schedule penalty | - \$10.2 million (3 months x \$3.4 million/month) |

Under Scenario B and assuming a target cost of \$340 million, the fee earned for a cost of \$400 million and completed 3 months ahead of schedule (3 months before September 30, 2006) is a fee of \$14.3 million.

| | |
|--------------|--|
| Target Fee | \$27.2 million |
| Cost penalty | - \$18.0 million (30% of \$60 million) |

Schedule benefit + \$ 5.1 million (3 months x \$1.7 million/month)

64. BWXT estimate to complete closure is \$526MM. What is the rationale to reduce target RFP cost to \$340MM?

ANSWER: The Target Cost for this RFP is \$340M. The terms and conditions of the two estimates are different.

65. If there is a conflict between the "Visitor's Guide to the DOE-MEMP" (May 2002) and one of the exhibits to the RFP (in this particular case, a difference in the end-state for A-Building), would the RFP be the document to follow?

ANSWER: Yes.

66. What sort of federal involvement or review will be required of subcontract packages before issuance for bid? Before award?

ANSWER: The Contracting Officer will provide information after award.

67. Will the successful Contractor be required to have an approved procurement system?

ANSWER: Yes.

68. Will the Contractor's system be subject to CPSR?

ANSWER: Yes.

69. Will there be any federal involvement or restrictions, not currently listed in the RFP documents, imposed on the Contractor in development or scoping of subcontract packages?

ANSWER: The contractor must comply with the terms and conditions of the RFP in the development or scoping of subcontract packages.

70. What allowances or consideration will be allowed in the target cost or performance schedule for funding irregularities or cuts?

ANSWER: Considerations will be given in accordance with the terms and conditions of the contract to any potential cost and schedule impact in the event of any funding shortfalls.

71. Can the post-award federal oversight role be defined or quantified and included in the RFP before the proposals are submitted?

ANSWER: Per Table H-5.III.A, DOE will provide a copy of the MCP DOE Oversight Plan within five working days after award of the contract.

72. Will the tritium bake out be complete before the new Contractor assumes responsibility for the site?

ANSWER: No.

73. Who qualifies the TSDRF for use for project waste?

ANSWER: The question is not clear.

74. Waste management was described as a level of effort activity. How can this be quantified to fit into a target ceiling price?

ANSWER: See Sections C.2.1.1.5, C.2.3.1, C.3 and all exhibits.

75. Does the Contractor have to perform the annual institutional control audit of transferred land or does the DOE do this audit?

ANSWER: Refer to Section C.4.8 of the RFP. (The contractor shall assist DOE with development and distribution of annual report.)

76. Will the Contractor be required to develop its own safeguards and security program according to DOE Orders or will it be able to assume the existing programs?

ANSWER: Offerors must meet the requirements of the RFP.

77. To what extent will the Contractor be required to utilize in-house workers to D & D the site?

ANSWER: Section H.25 along with other terms and conditions of the RFP outlines the requirements for employment of the current workforce.

78. What requirements are being imposed on retention of existing non-manual staff? Will the new Contractor have freedom to set its own staffing levels based upon its method of accomplishment?

ANSWER: Section H.25 along with other terms and conditions of the RFP outlines the requirements.

79. Does the Contractor or the DOE bear the waste disposal site disposal cost, i.e. tipping fees?

ANSWER: All waste costs are included in the Target Cost.

80. A number of \$48.3 million was mentioned in regard to re-use. How does this amount figure into the target cost?

ANSWER: The \$48.3 million was referenced in the MMCIC briefing and is not referenced in the MCP RFP.

81. Will there be any consideration given to an extension of the proposal due date?

ANSWER: The DOE believes 45 days is adequate to respond to this RFP.

82. RFP Section F.7, Contract Closeout, requires a separate contract closeout budget. Please confirm that contract closeout activities are not part of the Target Cost and will be separately funded by DOE. Will these activities be authorized by modification of this contract or by a separate contract vehicle? What will be the contract type and fee structure for closeout activities?

ANSWER: The contract closeout plan, budget, and schedule (as stated in F.7) are part of the Target Cost. The contract closeout activities are not within the Target Cost but will be funded under this contract.

83. RFP Section F.6, Declaration of Project Completion, makes correction of "material deficiencies" unallowable costs. What is the definition of a material deficiency?

ANSWER: Material deficiencies are any conditions existing after submission of the physical completion letter where the DOE believes the contractor has not satisfied or completed the requirements set forth in the Statement of Work. These conditions must be addressed prior to the final fee determination and payment.

84. RFP Section H.20, Permits, Applications and Licenses, requires the contractor to sign such documents as "operator" if deemed appropriate by DOE. What such documents is the current contractor required by DOE to sign as "operator"? Is DOE considering any change to those current requirements, and if so, what?

ANSWER: All documents in conjunction with RCRA and SDWA compliance are signed by the contractor. DOE is not considering any changes to these requirements.

85. Reference RFP Section H.13(d), Administration of Subcontracts - If DOE elects to contract directly with a small business, will the contractor's subcontracting plan goals, etc. be adjusted downward accordingly? What effect does such a decision by DOE have on target cost and fee pools of the contractor? Who will have responsibility for performance deficiencies caused by any such subcontractor? If the subcontract results in cost savings will these savings be returned to the contractor's target cost pool or for its use elsewhere on the contract? If such a subcontract is assigned for administration to the contractor, will the contractor have the complete authority to take actions such as imposition of liquidated damages, termination for default, etc.?

ANSWER: No, the contractor's subcontracting goals will not be adjusted downward. The Contracting Officer will determine after award how to handle these costs, and subcontract administration issues.

86. Reference the August 12th Pre-Proposal Conference CD handout—DOE supplied all potential offerors PDF files of the Timberline estimates which support the November 2001 Performance Baseline. No redacted data were included in the Timberline estimates. Please provide a copy of the actual Timberline files (not PDF format), and state the Timberline software version used to develop these files, in Timberline software language that were provided in the November 20, 2001 baseline estimate. The actual Timberline files are necessary to efficiently generate the MCP cost estimates required by the RFP.

ANSWER: This document was provided for information purposes only.

87. RFP Section C.6, DOE Support, requires the contractor to provide office space until "the building transfer process is implemented." Section C.2.1.2, Facility Transfer, requires 6 months notice before transfer. Who is responsible for the site selection for the replacement space to which DOE relocates? Who is responsible for the rent and the relocation costs? Is this part of the \$340 million target cost for the contract? If DOE is responsible and is unable to relocate within the 6-month notification period, what adjustments will be made to the cost and schedule for the contract?

ANSWER: The DOE is responsible for selection of the replacement space, rent, and relocation costs. For the purposes of this proposal, these costs are not included in the Target Cost. However, these costs may become part of the Target Cost if, through a cost benefit analysis, the contractor and the DOE determine that the relocation reduces the overall project cost and agree to use project dollars to cover these costs. In that case, the Contracting Officer may adjust the Target Cost/Fee as appropriate. If the DOE is unable to relocate within the 6-month notification period, consideration may be given to any potential cost and schedule impacts on the contractor.

88. How soon can the Emergency Operations Center be relocated from the site? Are there unique requirements that will impact the relocation? Who must bear the cost of relocation? Is it part of the target cost of \$340 million?

ANSWER: Any relocation of the EOC capability, if necessary, will be at the contractor's discretion in conformance with the requirements of the RFP. Costs incurred in relocating the EOC capability are included in the target cost.

89. Are the flood control culverts required to be removed as part of the demolition, or can they remain in place if they are uncontaminated?

ANSWER: Refer to exhibit 3, Storm Water Drainage System Work Scope/End State and exhibit 4, PRSs 69 and 70 for clarification.

90. Is there a defined method for sealing the tunnels between HH and T buildings? Is this left to the contractor's design or are there any specific requirements or agreements between MMCIC and DOE?

ANSWER: No, there is no defined method and no agreement with the MMCIC concerning this tunnel. The contractor has the ability to choose the approach.

91. Please provide drawings or a detailed description of the method by which DS building is attached to the T building.

ANSWER: Detailed drawings are being generated and will be available in the FOIA Reading Room by August 23, 2002. Since the majority of these drawings are either Unclassified Nuclear Control Information (UNCI) or Official Use Only (OUO) these drawings can not be reproduced or copies taken from the reading room.

92. Section L.18 "Instructions.", IV. Past Performance, Item (1) indicates that only three project references are to be included. Does the limitation of three project references (Re: RFP Attachment 1) apply to the Team as a whole or can each major team partner provide project three references.

ANSWER: Each major team partner provides three references.

93. Section L.18.IV(1) "Contract work for State and local Government, private sector clients, and subcontract that is similar to the Government requirement will be evaluated equally with similar Federal contracts." If we have directly relevant commercial experience from a non-proposing division/segment of the firm and we intend to apply those resources in our performance-based technical approach, can we include that experience in our past performance reference?

ANSWER: No.

94. Reference: L.23(b) Oral Interviews--"If there is inconsistency between what is written and provided orally, written submissions will take precedence." If an individual during the Oral Interview corrected a point of fact regarding his or her resume, would the oral statement take precedence?

ANSWER: No.

95. Reference: L.23(b),(d) Oral Interviews--"Each of the Offeror's Key Personnel shall summarize their understanding of MCP issues and capability to function effectively in his/her proposed MCP team position." "The offerors are not authorized to bring written materials to the oral interviews." May the Key Personnel use as a communications tool projected overhead transparencies or PowerPoint slides to enhance the communication efficiency of their brief summaries?

ANSWER: No.

96. Reference: L.23(b) Oral Interviews--"The Key Personnel shall respond to the questions orally within the specified time frame." Is it DOE's intent to ask a question and then receive a spontaneous answer from the key personnel, then repeat this cycle until all questions are asked? Or, does DOE intend to hand out a set of questions to each key person who will then answer them within the required total 2-hour time frame?

ANSWER: Instructions on oral interviews will be provided.

97. Reference: H.1.2 Baseline Development and Cost Collection. What are the current business systems? Are all hardware and software for these systems going to be transferred/retained?

ANSWER: The current business system is Cost Point. All hardware and software will be left in place.

98. Reference: H.1.1 Project Control System (b)—“The existing project control system may be used until such time as a replacement system is approved.” What is the current project management system? Will the hardware and software for these systems be retained?

ANSWER: (Original) ~~The current contractor uses a combination of Timberline, Primavera, Cost Point and Microsoft Excel to manage and track the baseline. All systems are to be left in place.~~

Answer modified as of 8/21/02: The current contractor uses a combination of Timberline, Primavera, Cost Point, COBRA, and Microsoft Excel to manage and track the baseline. All hardware and software will be left in place.

99. Reference: H.25 Workforce Transition and Management, (c) Benefit Plans - “The contractor shall take all actions necessary to become the sponsor of the pension and welfare benefit plans within six months after contract award. The contractor will have responsibility for funding, administering, and maintaining the qualified status of all pension and investment plans.” Can a copy of the current pension plan be posted on the Ohio Field Office web site?

ANSWER: A copy will be provided by August 23, 2002, in the FOIA Reading Room.

100. Reference: L18 IV Past Performance—“(1) A written Reference Information Form, Attachment 1, for three contracts similar in type, scope, complexity or risk completed or in progress during the past three years.” If two companies are forming a Limited Liability Company (LLC), can each company submit 3 projects for past performance? Are projects required for Team subcontractors in addition to the Offeror?

ANSWER: Yes; No.

101. Reference: H.25 Workforce Transition and Management, (d) Post-Contract Responsibilities for Benefit Plans - “Workforce Restructuring (Also refer to the clauses entitled “Displaced Employee Hiring Preference” and “Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993” contained in Section I.) The contractor shall comply with the provisions of the Ohio Field Office Workforce Restructuring Plan, “An End in Sight,” dated July 1997, and the amendment dated September 1997 to that plan, as well as any site-specific plans.” Please provide the 3161 plan that has been approved for the MCP.

ANSWER: The Ohio Field Office Workforce Restructuring Plan, “An End in Sight,” dated July 1997, is on the SEB web site. The amendment, dated September 1997, will be posted on the web site by August 23, 2002.

102. Reference: H.25 Workforce Transition and Management, (b) Pay and Benefits—“Employees of BWXTO below the level of program/project manager on the date of contract transition who transition to the contractor will initially be provided employee benefits that are substantially equal to the benefits the BWXTO employees were receiving as of the final day of contract DE-AC2497OH20044.” Please provide a description of the existing benefit plan, including the pension. Also, can DOE provide demographic information on the workforce in terms of age and years of services related to the pension?

ANSWER: The pension plan and a summary of the benefits will be provided by August 23, 2002, in the FOIA Reading Room.

103. Reference: L.18. II Key Personnel (a), (b)-- "The offeror must provide written resumes...and Letters of Commitment, in the format provided in Attachment 3..." Please clarify whether the Letters of Commitment are part of the resume page count or if they are excluded from the limits for individual resumes.

ANSWER: The Letters of Commitment are not part of the page count.

104. Reference: L-18 Proposal Preparation Instructions, II, Key Personnel, paragraph (a) and Section M-4, II, Key Personnel, paragraph (a)--Section L: "...for the Site Manager, which will not exceed four (4) pages." *versus* Section M: "...will evaluate each offeror's project manager resume to assess..." Please resolve the differences in position title between the Site Manager (Section L), and the project manager title (Section M).

ANSWER: The typo in Section M should have read "Site Manager".

105. Reference: C.4 Project Support, C.4.2 ISMS--"The contractor may adopt the existing approved ISMS..." Can DOE provide a description of existing open corrective actions identified by the existing ISMS. Also, please provide a history of TRC and LWC at the site to facilitate an evaluation of the effectiveness of the existing ISMS.

ANSWER: There are no outstanding corrective actions from previous ISMS reviews. See the SEB web site for the presentation provided by Mr. Provencher on June 18, 2002, for the TRC and LWC history.

106. Reference: C.4 Project Support C.4.5.2 Records Management--"The contractor shall...support ongoing discovery efforts for litigation." Will the new contractor be responsible for any costs associated with ongoing litigation other than the costs associated with records management? Will the new contractor be responsible for settlement costs of lawsuits or other legal matters that originated prior to contract start date?

ANSWER: The question is not clear. However, the contractor shall support on going litigation other than records management.

107. Reference: C.5 Pensions and Other Employee Benefit Plans, C.5.2 Projected Cost--The estimated cost of retiree insurance costs listed in the table is \$37,783,118. Is this cost based on current actual cost with an escalation allowance for inflation? Also, will the new contractor be responsible for increases in these insurance costs that are beyond the contractors control?

ANSWER: The calculation includes, but is not limited to, escalation and change in primary insurance (Medicare). Yes.

108. Reference: L.23, Instructions – Oral Interviews. Does DOE still plan to conduct the oral interviews on September 23 & 24?

ANSWER: Oral interviews are still expected to occur during the week of September 23, 2002. As stated in the RFP Section L.23, the Contracting Officer will schedule the date, time and location for oral interviews.

109. Reference: L.23, Instructions – Oral Interviews, (b) Oral Interviews -" Each of the offeror's Key Personnel shall briefly summarize their understanding of MCP issues and capability to function effectively in his/her proposed MCP team position. Following the summary, the SEB will ask questions focusing on qualifications, experience, suitability to position, leadership and capability to: perform the SOW; improve performance; meet commitments to customers; and adapt to

changing requirements. The Key Personnel shall respond to the questions orally within the specified time frame.” We have the following questions regarding the structure of the Oral Interviews. What is the time allocation for each key person in the oral interview to present his/her summary? How much time will be devoted to questioning the site manager during the oral interviews? The other key personnel? Will the key personnel be questioned by the SEB as a group or individually? Will all key personnel be present for all interviews with the SEB?

ANSWER: Instructions for the oral interviews will be provided by the Contracting Officer.

110. Reference: L.18 Proposal Preparation Instructions, Key Personnel (a)-- “...for all key personnel proposed by the offeror (not to exceed 7).” Can we propose more than 7 key persons?

ANSWER: Section L.18.II(a) clearly states “for all key personnel proposed by the offeror (not to exceed 7).”

111. Reference: L.23 Instructions - Oral Interviews - “At the discretion of the offeror, one additional corporate official may attend the oral interviews as an observer.” Will the SEB ask any questions of the additional corporate official?

ANSWER: No.

112. Reference: L.18(c)I Closure Strategy – page count. Will DOE consider giving the Offeror’s the flexibility to allocate pages within the various sections. Instead of individual page count limits for sections I(a), (b), (c), and (d), will DOE consider a 95 page limit for all of Section I.

ANSWER: The page limit has been established as shown in the RFP.

113. Reference: G.5 – Submission of Invoices. Will DOE consider providing the successful offeror a draw down bank account? Under the terms of G.5, DOE is requiring the successful contractor to provide working capital for the pensions and benefits of retirees who potentially never had an affiliation with the contractor in addition to ongoing project expenses and payroll?

ANSWER: The Letter of Credit is not part of the RFP.