

**Responses for those questions received through April 16, 2008 are provided below: Question #107 previously TBD is provided:**

**107. Question:** "L015 Instructions for submitting Foreign Ownership, Control or Influence (FOCI) Information:

a. Is DOE expecting FOCI information through FY07?

b. If a contractor/subcontractor is not a New User to the Electronic FOCI system and has already submitted this information to DOE within the past year for a previous DOE proposal, will we need to submit this electronically again?"

*Response: In response to both questions: For the purposes of this solicitation, there is no requirement for the contractor to enter information into the E-FOCI system if the company already has an active facility code. If a contractor does not have an active facility code but had already input information into the E-FOCI system in response to a previous acquisition, it is incumbent upon the contractor to verify whether this information is still in the system and that it is current. In both instances, Volume I, TAB 4 of the Offeror's proposal shall contain the signed Standard Form 328. Offerors with an active facility code should provide the code number as well.*

**133. Question:** "The Performance Incentive Fee Plan Part II of II Attachment J-4, Performance-Based Fee Rating Criteria forms (page 15) includes a sheet for Defense Threat Reduction Agency (DTRA), however, there is no DTRA scope defined in the PWS. Is there a missing DTRA scope in the PWS?"

*Response: No, there is currently no DTRA effort and this reference was removed in Amendment 002.*

**134. Question:** "Responses to Questions April 2, 2008, Q&A #6. Given that there is no formal transition; does DOE intend to award this contract 30 to 60 days prior to the contract start date to allow the selected contractor to transition staff from incumbent contractors?"

*Response: No.*

**135. Question:** "L012, page 10. Within the 50 page limit for Volume II, Tab 1, can we prepare an introduction to our team and its key attributes to help reviewers understand our proposal?"

*Response: Amendment 002 increases the page limitation to 70 pages. Offerors have the latitude to include within the page limitation all pertinent, non-cost, information to address the criteria.*

**136. Question:** "L016. For field investigation projects is site health and safety provided by the M&O contractor or the ECRS contractor?"

**Response:** *The ECRS contractor.*

**137. Question:** "Amendment 001, Section L016, "Worker Safety and Health Program Instructions – Activity II":

- A) It is our interpretation of this clause that we should provide, with the proposal, either "a stand alone corporate WSHP", as noted in paragraph (d), or a "WSHP compliant with 10 CFR 851", as described in paragraph (f), and including all the elements described in sections (f) (1) through (f) (4). Is this the case?
- B) If we provide the WSHP which is described in section (f), which is "graded to the hazards and activities defined in or to complete the statement of work...", and we include all of the sub-sections under (f) (1) and (f) (2), do we need to provide (f) (2) (iv) the OSHA Form 300-As for each member company of our team, or just for the prime?
- C) Paragraph (e) states that "Attesting to follow the cognizant site safety program should streamline the review and approval process". How does an offerer demonstrate his willingness to do this, rather than submit its own WSHP?
- D) Section (f) (3) asks that "all subcontractors working under this contract are required to submit the same documents as the prime contractor." We assume this is not needed with the proposal, but rather it is to be complied with after award. Is this the case?"

**Response:**

**A) Paragraph (a) of L016 indicates that the offeror shall develop a written WSHP that provides the methods of implementing the requirements of 10 CFR 851.**

**B) Yes, each team member must submit the OSHA Form 300-A.**

**C) Paragraph (e) of L016 has been removed by amendment 002 as this relates to Option 1 which was deleted in Amendment 001.**

**D) See response to Question 130. WSHP information shall be submitted with the Offeror's proposal for "major" subcontractors as opposed to "minor." See the response to Question 106 in regards to a differentiation between major and minor subcontractors. This does not negate the requirement that all subcontractors regardless of size that are working onsite must meet the requirements of 10 CFR 851.**

**138. Question:** "Amendment 001, Number 12 specifies "Replace Section L, Attachment L-6, Cost Element Summary in its entirety with the attached L-6". The Attachment L-6 form in Amendment 001 changes the fee in CFY1 and CFY2 and also changes the Direct Labor Categories from "Labor Categories" to "COCS labor Categories". However Amendment 001 does [n]ot provide any indication that the labor Categories in the original RFP Attachment L-7 need to change to be consistent with the Amendment 001 Attachment L-6; we assume the labor categories in Attachment L-7 need to be modified from "Labor Categories" to "COCS Labor Categories" to be consistent with Amendment 001 Attachment L-6. Is this correct?"

***Response:*** No, not necessarily; the “Labor Category” listings in Attachment L-7 are referring to the COCS categories. See RFP Section L013(b)(4), “Consistent with the Contractor Cost Element Summary (Attachment L-6, Table 1), provide a labor hour Staffing Plan Summary by Common Occupational Code System (COCS) category ...as detailed in Attachment L-7.” The “Labor Category” for each proposed individual listed in Attachment L-7 should be consistent with Attachment L-6, Table 1, and both are required to include the Common Occupational Code System categories. To be completely clear on this issue, Attachment L-7 will be updated in an RFP Amendment to reflect the COCS categories. In addition, Attachment L-7 will be updated to require Offerors to identify the DPLH and FTEs associated with Project Controls and Other Program Support under the Program Support PWS section.

**139. Question:** "Section L013 (b) (11) Accounting System, specifies “Provide a general description of your accounting system” Do you require a general description of the accounting system of just the prime, or of the prime and all the subcontractor companies making up our team, to be submitted with the proposal?"

***Response:*** See the response to Question 77.

**140. Question:** “Section 3.0, page 2 of the Performance Work Statement indicates that in GFY 2009, Transport Modeling is to be completed at the Frenchman Flat and Pahute Mesa CAUs, and the flow modeling is to be completed at the Yucca Flat/ Climax mine CAU. This does not match the schedule, Schedule for GFY2009 through GFY 2013 that is provided on the website. The schedule does not include any modeling tasks at Pahute Mesa. Please provide clarification on the modeling schedule?"

***Response:*** Corrected in Amendment 002.

**141. Question:** "The pertinent document “Schedule for GFY2009 through GFY 2013” (ECSR Contractor FY09FY13.pdf) includes PBS030 1.4.1.1.03.09 CAU 413 Clean Slate II Plutonium Dispersion (TTR) Project Management. However, CAU 413 is not addressed in PWS Section 3.0 Specific Requirements. Please clarify the ECSR Contractor’s scope relative to CAU 413."

***Response:*** There currently is no work planned for CAU413 for the ECSR contractor during the planned period of performance.

**142. Question:** "1. In Amendment 001 to the RFP, Section L016, "Worker Safety and Health Program Instructions – Activity II," paragraph (e) states : "Attesting to follow the cognizant site safety program should streamline the review and approval process." There is obvious benefit to all parties (NNSA, M&O contactor and ECRS contractor) in using or following a common site safety program. To do this, however, a copy the "cognizant site safety program" must be provided to offerors. For example, the RFP in Section L016. (f). (2). (i iii) requires offerors to list plans, procedures and standards as a component of its WSHP. These plans, procedures and standards are likely already identified in the "cognizant site safety program" currently in use at the NTS. Please provide copies of the programs, plans, policies, and procedures that comprise the referenced "cognizant site safety program.""

**Response:** *Amendment 002 removes Paragraph (e) from L016.*

**143. Question:** "Please provide a web-link or web address where Attachment J-5, List of Applicable DOE Directives, NV (Nevada) and NSO (Nevada Site Office) Orders, Manuals, Guides and Policies may be located and reviewed."

**Response:** *DOE Orders and Directives are available at <http://www.directives.doe.gov/>. The NV and NSO information is available for review at the Atomic Testing Museum (see L010 (a) (7)).*

**144. Question:** "In light of today's announcement in response to a question that the page limit for Volume II is increased to 70 pages, and given the importance to NNSA of the individual who is named as Program Manager, we suggest that the page limit for the resume of the proposed Program Manager be increased to 4 pages."

**Response:** *Noted, but after careful consideration, there will be no change to the page limit requirement for Criterion 2.*

**145. Question:** "We realize that several questions have already been asked on this subject, but the guidance on how the PWS should be addressed is still very confusing. The lead-in to the Technical Approach discussion uses the language "selected requirements of the PWS." However, your responses to previous questions seem to indicate that under the Project Management portion, you want Offeror's to address the entire PWS. We would appreciate further clarification of the expectation for addressing all elements of the PWS. Better yet, we suggest that an Amendment be issued that clarifies the Section L and Section M language on this subject."

**Response:** *Amendment 002 clarifies this substantially as follows: The Offeror is required to address each of the selected PWS requirements identified in Criterion 1. For Criterion 1 (C) Project Management, the Offeror shall describe its proposed technical approach for accomplishing project management for all activities in the PWS.*

**146. Question:** "Please clarify the requirement for the Joint Venture Certification. The Joint Venture Certification found at Attachment L-1 states "The SF33 ... must be signed by the party with the authority to bind the JV as indicated in the agreement." The certification further states that "Each entity to the JV agreement should complete one of the following entries:" Further, the certifications for both "Company A" and "Company B" are identical and state: "I, \_\_\_\_, certify that I am the Secretary of the Corporation named as Offeror/Contractor herein, that \_\_\_\_, who signed this offer/contract on behalf of the Offeror/Contractor was then \_\_\_\_ of said corporation by authority of its governing body and is within the scope of its corporate powers." Note that this is nearly the same certification as required by the Corporate Certification included in Attachment L-1, however, it omits a few words. Our confusion results from the language in joint venture certifications and the instructions. The instructions state that the SF 33 must be signed by the party with authority to bind the JV (for this question, assume under the joint venture agreement that party is Company A). Therefore, the SF 33 will be signed by Company A. When Company A completes the certification it will imply that Company A is the offeror ("Corporation named as Offeror/Contractor herein..") whereas the true offeror is the joint venture. Similarly, when Company B completes its certification it will be also be certifying that it is the offeror, and implying that it signed the SF 33 in spite of the instructions on who is to sign the SF33. Can the certification be re-written to reflect each Offeror's unique agreements? Specifically, can we modify the certification such that the secretary of each member (Company A and B) of the Joint Venture certifies that it's officer was authorized to enter into the Joint Venture agreement, and separate certifications that the individual who signed the SF33 on behalf of the joint venture is authorized to commit the joint venture? These certifications, along with a copy of the executed joint venture agreement, will clearly demonstrate to NNSA who is authorized to commit the offeror."

**Response: Corrected in Amendment 002.**

**147. Question:** "In Amendment #1, Attachment 5, List of Applicable DOE Directives was replaced, and it stated that, "Three Directives were deleted: NVO 230.XB - NNSA/NV Lessons Learned Program; DOE 0 470.1, Chg 1 - Safeguards and Security Program; and DOE 0 470.2B - Security and Emergency Management Independent Oversight and Performance Assurance Program. Twenty-five additional Directives were added." However, our review identified different changes. • In addition to NV0 230.XB and DOE 0 470.1, it appears that NSO M 412.X2 - Project Screening and Site Approval Process and DOE 0 580.1 – DOE Personal Property Management Program were also deleted. Were they intended to be deleted? • DOE 0 470.2B - Security and Emergency Management Independent Oversight and Performance Assurance Program was not deleted, but the title was just corrected to read Independent Oversight and Performance Assurance Program. Was this intended to be deleted, or simply corrected? • We only identified the following twenty-two additional Directives as being added: 1. DOE O 110.3A - Conference Management 2. DOE O 130.1 - Budget Formulation 3. DOE M 140.1-1B - Interface with the Defense Nuclear Facilities Safety Board 4. DOE O 142.3 - Unclassified Foreign Visits and Assignments Program 5. DOE O 210.2 - DOE Corporate Operating Experience Program 6. DOE O 226 .1A - Implementation of Department of Energy Oversight Policy 7. NSO O 231.X - Occurrence

Reporting and Processing of Operations Information 8. DOE O 413.1A - Management Control Program 9. DOE O 420.1B - Facility Safety 10. DOE M 435.1-1, Chg. 1 - Radioactive Waste Management Manual 11. NSO O 440.X2 - Site-Wide Lightning Detection and Protection 12. DOE P 470.1 - Integrated Safeguards and Security Management (ISSM )Policy 13. DOE O 470.4A - Safeguards and Security Program 14. DOE M 470.4-1, Chg 1 - Safeguards and Security Program Planning and Management 15. DOE M 470.4-5 - Personnel Security 16. NSO O 473.XB w/Chg 1 - Lock and Key Control 17. DOE O 475.2 - Identifying Classified Information 18. DOE M 481.1-1A, Chg 1 - Reimbursable Work for Non-Federal Sponsors Process Manual 19. DOE O 522.1 - Pricing of Departmental Materials and Services 20. DOE O 1450.4 - Consensual Listening-In to or Recording Telephone/Radio Conversations 21. DOE O 5480.19, Chg 2 - Conduct of Operations Requirements for DOE Facilities 22. DOE O 5480.20A, Chg 1 - Personnel Selection, Qualification and Training Requirements for DOE Nuclear Facilities QUESTION: Were additional orders beyond the 22 identified above added?"

***Response: Corrected in Amendment 002.***

**148. Question:** "This is a two part question on the Industrial Sites scope of work: The Schedule of work for GFY2009 through GFY2013, which is provided as a Pertinent Document, shows completion of a Closure Report for CAU 130 Storage Tanks as being within the scope for the ECRS Contractor, to be completed in FY09. The PWS (Section J, Attachment 1), under section 3.0 page 3, for GFY 2009 does not show this piece of scope. Is this work within the scope of the ECRS contract? The same Schedule of work for GFY2009 through GFY2013 shows additional work under PBS030\_1.4.1.3 Industrial Sites, which is not designated as scope for the ECRS contractor (e.g. the CR for CAU 134 – Aboveground Storage Tanks, or the CR for CAU 190 – Contaminated Waste Sites etc). All this work is shown on the Schedule with a green bar only (Remaining Work), and not with a blue bar (ECRS Contractor Scope). Please confirm that this work is not in the scope of the ECRS contractor, and if this is the case, then who is responsible for this work – indeed, who is responsible for overall completion of the Industrial Sites sub-project?"

***Response:***

***1) Corrected in Amendment 002.***

***2) The work that does not have a blue bar (ECRS Contractor Scope) will be performed by another contractor. Although the ECRS may be required to provide minimal support, such as attend meetings or provide technical data from a precursor activity which the ECRS contractor completed.***

**149. Question:** "PM EDT J-2, Statement of Work, Section 3, pg. 2 - Specific project requirements set forth in section 3.0 of the statement of work for GFY 09 include completion of the transport model for Frenchman Flat and the flow model for Yucca Flat/ Climax mine. These requirements include incorporation of comments made on the subject sites by the NDEP. Will documents detailing the current state of the NDEP review on previous project deliverables leading up to these modeling tasks be made available?"

***Response: For documents that NDEP provides formal written comments, the comments and responses are typically included as an appendix in the final version of the document. Most of these documents are available in the Public Reading Facility at the Atomic Testing Museum, 775 East Flamingo Road, Las Vegas, NV 89119 or at the Office of Scientific and Technical Information (OSTI) website, [www.osti.gov](http://www.osti.gov).***

**150. Question:** "Recently, NNSA and Albuquerque procurement officials, in particular, have had inquiries about mentor-protégé arrangements under the 8(a) mentor-protégé program. (See the recent Sandia small business procurement) In questions on these other procurements, NNSA has stated that it wants the protégé in these cases to perform 51 percent of the work. Is that the case for this procurement? Or can the protégés perform less than 51 percent and if so, what percent is required? Similarly, does the protégé have to supply the key staff or not?"

***Response: This acquisition is not an 8(a) set aside. It is a Small Business Set-Aside; therefore, 13 CFR 121 regulations apply. See 13 CFR 121.103 (h) (3) (iii) regarding Mentor Protégé Joint Ventures. This contract is considered a "Services" contract. Therefore, in accordance with FAR Clause 52.219-14, Limitation on Subcontracting, paragraph (b)(1), the offeror/contractor agrees that in the performance of the contract that at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern. See 13 CFR 125.6(i) regarding limitation in subcontracting as it applies to Joint Ventures. Additionally, we suggest Mentor Protégé Joint Ventures seek legal guidance as well as guidance from the U.S. Small Business Administration regarding Mentor Protégé Joint Ventures.***