

QUESTIONS & ANSWERS (RFP)

82. Reference Att. J-4 SCA Wage Determination (WD):

The WD included in the RFP was just updated by WD 2005-2331 **Revision 11** effective 6/13/2011, which reflects the new DOL Health & Welfare rate of \$3.59 per hour worked.

Question: Will DOE amend the solicitation to include WD 05-2331 Rev. 11 so that offerors can bid the most current wage and H&W benefit?

Answer: *Yes; SCA Wage Determination No. 2005-2331, Revision No. 11, dated 06-13-2011 will be incorporated into the RFP as a revised Attachment J-4 via forthcoming Amendment No. 002.*

83. Reference Att. J-5 CBA - Question: The CBA requires Severance Pay based on failure to meet medical qualification standards or a reduction in force. Since neither of these occurrences can be readily estimated, can offerors include severance pay as a reimbursable ODC item?

Answer: *Unless severance pay is not payable to an employee in accordance with Clause NNS-H-1026(a)(4), severance pay will be reimbursed as an Other Direct Cost (no fee) in accordance with FAR 52.216-7 - Allowable Cost and Payment (Deviation), to the extent approved by the Contracting Officer. Please note, the following sentence will be added in a forthcoming amendment to NNS-H-1026 as paragraph (a)(4)(iv): "Allowable severance pay will be reimbursable as an Other Direct Cost to the extent approved by the Contracting Officer."*

84. Ref: Att. J-12 – B-1a through B-1f Supporting Price Schedules and Att. L-7(a)(2) Baseline ODCs:

The B-1a – B-1f Schedules require pricing segregated by the (6) SOW Major Activities. These Schedules provide a fill-in for NTE ODCs – both baseline and Offeror discretely estimated. Attachment L-7(a)(2) provides baseline ODC amounts for Travel, Defined Pension, Accrued Vacation on a Contract Year basis, but not by the (6) SOW activities.

Question: In order to complete Schedules B-1a through B-1f, should offerors determine some method by which to allocate (spread) the baseline ODCs? Or, for pricing purposes, can the Baseline ODCs be included under just the B-1a (Major ProForce Activities) Supporting Schedule?

Answer: *Allocate baselined ODCs on pro-rata basis among the Supporting Activity Schedules using the following percentages:*

*Major ProForce Activities 82%
General Management 7%
Technical Security systems 8 %
Vulnerability Assessments and Performance Testing 1%
Security Support Activities 1%
Administrative Activities 1%*

These percentages will be reflected in a forthcoming amendment to the RFP cost proposal instructions.

Please note that Supporting Activity Schedules "NTE" and "Ceiling Price" amounts are required for cost/technical proposal traceability and evaluation purposes. Only awarded Summary Schedule(s) B1 ODC NTE amounts and Ceiling Prices will be contractually binding. Schedules B-1a – B1-f will be removed from Section B of the RFP, renamed L-B1-a – L-B1f, and included in the RFP amendment as Attachment L-9.

QUESTIONS & ANSWERS (RFP)**85. Ref: SOW, Requirements, A. General Management:**

Serve as the integrator and Cognizant Security Authority, as defined in applicable DOE/NNSA requirements, for those security functions, activities, programs and projects that require coordination, collaboration, cooperation, partnership, teamwork, etc. with other site contractors and take responsibility for providing a single consolidated deliverable, product and/or result to NNSA/NSO.

Question: As the Cognizant Security Authority has both very broad implied authority to task other site contractors as defined above and also has responsibility for the results of their performance, please confirm that documentation of the scope of this negotiated or assigned authority over other contractors' security activities exists and provide a copy for review.

Answer: *The language in the SOW discusses the integration of activities and deliverables when more than one contractor is involved in a security activity. For example, NA-70 requires Nevada to submit an integrated prioritized security budget. The new security protective force and systems services contractor will be required to integrate the information from all contractors who received Field Security funding (FS20) into one deliverable to NSO. Allocating resources would still rest with the Federal office. The tasking, therefore, does not originate from the security protective force and systems services contractor but from NA-70. The NSO security protective force and systems services contractor is merely providing guidance to other organizations for ease of consolidation of information.*

86. Ref: SOW, Requirements, A. General Management:

Serve as the integrator and Cognizant Security Authority, as defined in applicable DOE/NNSA requirements, for those security functions, activities, programs and projects that require coordination, collaboration, cooperation, partnership, teamwork, etc. with other site contractors and take responsibility for providing a single consolidated deliverable, product and/or result to NNSA/NSO.

Question: Please confirm also that the Cognizant Security Authority's responsibilities and liabilities for the performance of other contractors has been bounded or limited so the performance or lack thereof by other contractors does not impact fee associated with this contract and provide a copy of the bounding document.

Answer: *Refer to our response to Question No.85.*

87. Pricing Consideration Question:**Background:****A. NNS-B-1014 - Unpredicted Overtime Rate Schedule (Modified Cost Plus Award Fee) states:**

"In accordance with clause NNS-B-1016 (Overtime), Unpredicted Overtime rates are set forth below. The Unpredicted Overtime rate shall be a reduced billing rate that eliminates all fixed costs from Standard Overtime or Double Time indirect rates. "

B. DOE Order 522.1, 4. Pricing Requirements states:

a. General Pricing Policy.

QUESTIONS & ANSWERS (RFP)

- (1) For materials and services provided to organizations and agencies outside DOE, the Department will charge full cost. Full cost includes all direct costs incurred in performing work, all allocable costs incurred by the Department and its site/facility management contractors at any DOE/NNSA facility, and a Federal administrative charge of 3 percent of these costs (see paragraph 10a of this Order).

C. OMB Circular no. A-25 Revised, Revised defines full cost as follows:

6. General Policy

d. Determining full cost and market price

1. "Full cost" includes all direct and indirect costs to any part of the Federal Government of providing a good, resource, or service. These costs include, but are not limited to, an appropriate share of:
 - (a) Direct and indirect personnel costs, including salaries and fringe benefits such as medical insurance and retirement. Retirement costs should include all (funded or unfunded) accrued costs not covered by employee contributions as specified in Circular No. A-11.
 - (b) Physical overhead, consulting, and other indirect costs including material and supply costs, utilities, insurance, travel, and rents or imputed rents on land, buildings, and equipment. If imputed rental costs are applied, they should include:
 - (i) depreciation of structures and equipment, based on official Internal Revenue Service depreciation guidelines unless better estimates are available; and
 - (ii) an annual rate of return (equal to the average long- term Treasury bond rate) on land, structures, equipment and other capital resources used.
 - (c) The management and supervisory costs.
 - (d) The costs of enforcement, collection, research, establishment of standards, and regulation, including any required environmental impact statements.
 - (e) Full cost shall be determined or estimated from the best available records of the agency, and new cost accounting systems need not be established solely for this purpose.

Question:

The NNS-B-014 pricing for unpredicted overtime (as well as the standard pricing model for direct hours) does not appear to be consistent with departmental and federal guidance above, as it provides no allowance for the determination of full costs for support to other non-DOE/NNSA NNSS organizations by the protective force and technical security systems personnel. For the protective force in particular, we understand that support to NNSS customers such as DHS and DoD activities would be priced and billed as unpredicted overtime.

Presumably, support to other government customers will be provided under the new contract. Please advise how the successful contractor can be responsive to the pricing requirements contained in the RFP and compliant with Department, NNSA and federal requirements to bill at full cost recovery rates, as contract costing practices are subject to audit by outside organizations. Alternately, please confirm that the requirements cited above do not apply to this contract.

QUESTIONS & ANSWERS (RFP)

Answer: *The requirements cited above do not apply to this contract. Please note that in accordance with clause NNS-B-1016 (Overtime), the unpredicted overtime percentage which triggers unpredicted overtime rates can be increased upon approval of the Contracting Officer to cover unforeseen overtime (which includes Work for Others not addressed in ProForce baseline estimates).*

88. Reference: SOW C.2.c. Argus Projects and Attachment L-7(a)(2) Argus Baseline ODC Year 1 Clarification/Questions:

Would the Government provide more information/clarification into what is included in the \$2M figure for "Incidental Argus Security Systems Installation"; for example:

- a. Are the administrator roles referred to in SOW C.2.c included in the \$2M baseline for Year 1, but not in years 2-5?
- b. Does the \$2M baseline include only materials and equipment or subcontracted services (labor)?
- c. Is travel in support of Argus included in the \$2M?

Answer: *Administrator roles are not included in the Argus baseline. The \$2M estimate includes travel, training, and labor for installation of the Argus system. Equipment and material are funded outside of the Protective Forces contract and provided to the contractor as government furnished; therefore, Argus related equipment and material are not included in the \$2M baseline or elsewhere in the contract.*

89. Reference: Period of Performance: Contract Year 1 is a 12 month period of performance with the transition period representing one month of the first twelve months of period of performance.

Question: If the current (incumbent's) contract ends on 30 September 2011, who will perform the work during the 1 month transition period?

Answer: *In the event the incumbent wins the contract, the incumbent will perform the work during the 1-month transition period. In the event the incumbent doesn't win the contract, the awardee will accomplish the work during the transition period, in conjunction with services provided by the incumbent in accordance with the "Continuity of Services" clause (FAR 52.237-3).*

90. Reference NNS-L-1002, Volume I, (e) (1) "Provide duty hours for the fill-in in paragraph (b) Billable Time in NNS-H-1005, "Observance of National Holidays" of Section H, Special Contract Requirements. This paragraph pertains to Contractor personnel not subject to the Collective Bargaining Agreement.

Question: Can the Government clarify the location of the "fill-in in paragraph (b)" - in other words where are we to fill-in the duty hours? This information is provided in our cost volume.

Answer: *The fill-in requirement will be removed from the referenced paragraph in the forthcoming amendment.*

QUESTIONS & ANSWERS (RFP)

Question No. 32 (Readdressed): Provision NNS-L-1003(b)(1) Tab 1: Criterion 1, Technical Approach and Staffing Plan Summary requires Offerors to provide a staffing plan by PWS. There is insufficient information to adequately develop this staffing plan. Would the government consider providing additional workload data to include: current staffing by shift, post, and location, as has been standard DOE practice (SRS, ORO, DOE HQ); current list by position (not name) of current incumbent non-CBA employees; additional workload data and/or historical data or estimated man-hours involved in order to support the installation, maintenance, repair and testing of electronic security systems.

Answer (This answer supersedes the answer previously provided.): *Expectations are for each prospective offeror to independently develop numbers that are both efficient and consistent with the ProForce staffing cap and its proposed technical approach. Section L of the RFP will be amended to include the attached: L-8(a) - Informational Staffing Schedule. Additionally, the current contract employs two shifts to cover 24-7 NNS protection (daytime (Able) & nighttime (Baker.))*