

Q&A #	RFP Section/ Sub-Section	Subject/Title	Page Number	Contractor Comment/Question	DOE Response
129	Section H			Is our interpretation correct that no LANS employee has a preference over any other LANS employee for purposes of the right of first refusal?	<p>“Incumbent Employees” means employees who are employees of Los Alamos National Security, LLC. However, not all LANS employees have a right of first refusal.</p> <p>As provided in H.4(B)(1)(a), LANS Incumbent Employees currently performing work in a position that is substantially equivalent to a position the Contractor has open has a right of first refusal prior to the Contractor offering the position to someone not currently working in the position.</p> <p>As provided in H.4(B)(1)(b), once the Contractor has made offers (Right of First Refusal) to those LANS Incumbent Employees performing work in substantially equivalent positions the Contractor has open, the Contractor must provide a preference to other LANS employees who are qualified for the position and who are at risk of being involuntarily separated due to the transfer of the work to the Contractor.</p>

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130	Section H			Our interpretation is that management positions with the new contractor are not subject to the right of first refusal. However, it is not presently clear where the line between management and non-management positions will be drawn. It appears the intent of the RFP's drafters, however, was that these positions would be full-time management jobs rather than a hybrid of management and technical duties. Please clarify.	See H.4(B) which states, "The Contractor shall provide, during the transition period and throughout the period of performance, preferences in hiring for vacancies for non-managerial positions (i.e., all those below the first line of supervision) . . ."
131	Section H			Is our interpretation correct that the right of first refusal and the right to comparable benefits applies throughout the performance period and is not limited to the transition date?	The right of first refusal and the clause on comparable benefits clauses apply only to the transition period.
132	Section H			Our interpretation is that those individuals placed on the "at risk" list do not have rights to employment with the new contractor beyond any other LANS employee. Is that true? For example, the new contractor is free to fill a position with a LANS employee who is not on the "at risk" list, bypassing all those appearing on the "at risk" list.	As provided in H.4(B)(1)(b), once the Contractor has made the right of first refusal offers to those LANS employees performing work in substantially equivalent positions the Contractor has open, the Contractor must provide a preference to other LANS employees who are qualified for the position and who are at risk of being involuntarily separated due to the transfer of the work to the Contractor.
133	Section H			The right of first refusal, and the right to comparable benefits, applies throughout the performance period; it is not limited to the transition date.	The right of first refusal and the clause on comparable benefits clauses apply only to the transition period.

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134	Section L.18	Cost and Fee Proposal, Direct Labor	L-36	<p>Section L.18 on Page L-36 states: “The Offeror has the ability to propose its own direct labor rates, consistent with the terms and conditions of the solicitation, applicable law, including the Wage Rate Requirements (Construction) (formerly known as the Davis-Bacon Act) and 4(c) of the Service Contract Labor Standards (formerly known as the Service Contract Act), as applicable.  <u>However, the proposed labor rates shall not be less than the DOE provided direct labor rates</u> included within Attachment L-7 of this solicitation.</p> <p>Please confirm that it is DOE EM’s desire that Offerors <u>NOT propose to be more cost-effective in the area of labor rates</u> versus the provided rates (which appear to be based on the LANS NNSA laboratory burdened rate structure and not an EM rate structure). We have historically been driven to be more cost competitive than the incumbent not equal to or higher than the incumbent. Please confirm that the statement above from L.18 is correct and we should propose rates equal to or higher than what is provided in L-7.</p>	<p>Yes, the statement is correct. However, the RFP will be amended at Section L, Attachment L-7 to update the labor categories and labor rates.</p>
135	Section L Attachment L-7 Consolidated Direct Cost Schedules	DOE Provided Labor Rates		<p>Do the labor rates include fringe benefits? Rates calculate from \$79 k to \$332K per year. If the rates include fringe benefits, please provide base rates or a factor for calculating base rates.</p>	<p>No, they are unburdened rates. The RFP will be amended to state such.</p>