

**Savannah River Site Liquid Waste Services
Request for Proposal DE-SOL-0008913
Questions and Answers #2
Questions #11 through #49
Posted July 28, 2016**

No.	Industry Question	DOE Answer
11.	<p>C.0.4 and L.17(i); Transition; Pages C-7 and L-28.</p> <p>In the final RFP (C.0.4), DOE deleted the draft RFP words (office space, computers, telephones, etc.) after the words “necessary logistical support to be provided the contractor.” We understand per Attachment J-12: GFS&I, DOE will provide us office space during the transition period.</p> <p>L.17(i) further states that “the offeror shall assume no Government furnished equipment will be available”.</p> <p>Will DOE clarify what facilities and equipment the offeror will be required to provide during transition?</p>	<p>Amendment 000002 to the Final RFP includes an adjustment to Section L.17(i) to provide additional clarification regarding facilities and equipment to be provided by DOE during the transition period.</p>

No.	Industry Question	DOE Answer
12.	<p>C.0.4.1.7 and H.67.D.1.a.(iv); C.0.4.1.7 - Identification of Material Differences and H.67 - Integrated Work Control Systems and Reporting Requirements, D. Baseline Development and Performance Reporting, 1. Initial Contract Performance Baseline Submittal; Pages C-9 and H-82.</p> <p>C.0.4.1.7 states, “The Contractor shall prepare and submit a Statement of Material Differences within 45 days of the NTP. If the Material Differences require revisions to the Contract, the Contractor shall submit a change proposal to reconcile the material differences with the Contract by the end of the contract transition period.”</p> <p>H.67.D.1.a.(iv) states, “During the Transition Period, the DOE and the Contractor will strive to true-up the Contract based on the conditions at the time of award to include the following: (1) Reconcile contract scope and conditions with changes since the final RFP was issued, such as: labor rate revisions, environmental regulatory milestone changes, adjusted pension payments, funding profile, etc. (2) Reconcile the cleanup progress the previous contractor actually made by the end of the contract period compared with what was assumed in the final RFP (3) Definitize “DOE provided” costs (4) Reconcile “material differences” proposed by the Contractor (5) Consider DOE proposed changes which may have been developed since the final RFP was issued”</p> <p>Will DOE provide clarification on “change proposal” versus “strive to true-up” and/or reconcile “material differences”?</p>	<p>The term “true-up” in H.67 is considered to be synonymous with the reconciliation process included in Section C.0.4.1.7 related to the change proposal submittal and the reconciliation of material differences.</p>

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13.	<p>C.1.1.1 and C.2.2; C.1.1.1 Actinide Removal Process/Modular Caustic Side Solvent Extraction Unit and C.2.2 Salt Waste Processing Facility Integration; Pages C-12 and C-13, C-28, and C-30.</p> <p>Please clarify the specified shutdown duration of the ARP/MCU; references appear to provide conflicting guidance.</p> <p>C1.1.1 (page C-12) states, “ARP/MCU shall be shut down and isolated 30 days prior to SWPF radioactive tie-ins...” (Need to flush and perform field work prior to isolation.)</p> <p>C.2.2 (page C-28) states, “In accordance with the Liquid Waste SWPF Integration Schedule, the Contractor shall perform actions necessary to complete SWPF tie-in activities to support the introduction of salt waste feed to SWPF by December 1, 2018.” (This means s/d, flush, cap, prior to this, reducing remaining processing window further. Including all of FY19, and potentially last month of FY18. Meaning only 8-9 months available after big dig.)</p> <p>C.2.2 Supplemental Information (page C-30) states, “SWPF tie-ins will require a four-month outage of DWPF operations, a two-month outage of SPF operation, and a cessation of ARP/MCU prior to SWPF operations.” (This equates to 4 months down for ARP/MCU.)</p>	<p>The timing of the ARP/MCU shutdown is consistent throughout Section C, although stated in different terms.</p> <p>Section C.2.2 provides the date by which the Liquid Waste system must support the introduction of salt waste feed to SWPF (December 1, 2018). This would place the ARP/MCU shutdown, flushing, and isolation (required 30 days prior to SWPF radioactive tie-ins to the liquid waste system per Section C.1.1.1) at approximately November 1, 2018.</p> <p>Section C.2.2 Supplemental Information refers to the duration of several operational events that are not sequential or concurrent.</p>
14.	<p>C.1.1.2.1 and Attachment L-8; Tank Space Management and L-8: Assumptions/Tank Space Management; Pages C-14 and L-56. C.1.1.2.1 states, “The Contractor shall return the evaporator to service following pot replacement by the end of the second quarter of FY2019.” Would DOE consider giving offerors the option of proposing alternatives to this requirement if it would benefit the government?</p>	<p>Amendment 000002 to the Final RFP includes an adjustment to Section C.1.1.2.1 to provide for either repair or replacement of the evaporator pot by the end of the second quarter of FY 2019.</p>

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15.	<p>C.1.1.2.2, Salt Feed Preparation; Page C-16. C.1.1.2.2 states, “2. Quantities of salt waste feed will be measured as follows: - ARP/MCU – Quantity of salt waste fed from Tank 49H (or other feed tanks) to SWPF at a nominal 6.44 M Na concentration.”</p> <p>It appears that information is missing and therefore suggest the following text: “2. Quantities of salt waste feed will be measured as follows: - ARP/MCU and SWPF – Quantity of salt waste fed from Tank 49H (or other feed tanks) to ARP/MCU or SWPF at a nominal 6.44 M Na concentration.”</p>	<p>Amendment 000002 to the Final RFP includes an adjustment to Section C.1.1.2.2 to clarify salt waste feed measurement to ARP/MCU and SWPF.</p>
16.	<p>C.1.3.1; Saltstone Production Facility; Page C-22. The second sentence states, “The Contractor shall process up to 12 million gallons per year of low activity waste from Tank 50 and/or SWPF.” Is 12 million gallons per year to SPF the maximum allowable?</p>	<p>Amendment 000002 to the Final RFP includes an adjustment to Section C.1.3.1. If the balance of the system (i.e., feed sources and disposal capability) can support higher throughputs, then it is acceptable to process larger annual quantities through the SPF.</p>
17.	<p>C.2.4; Tank Closures; Page C-31. C.2.4 states, “The Contractor shall complete Tank Closure on a minimum of five Type I and Type II old style waste tanks during the base contract period of performance, and a minimum of two tanks during the option period of performance. Tank closure shall be conducted in accordance with the applicable General Closure Plan, tank specific Closure Module, and the DOE Order 435.1 Tier 1 Closure Authorizations and tank specific Tier 2 Closure Plan. Tier 1 Closure Authorizations for F- and H-Area Tank Farms are complete. Waste tanks approved by DOE, EPA, and SCDHEC may be permanently closed as described in Section C.2.4.1 through C.2.4.3.” Does closure of type IV tanks during the base period or the option period count toward achieving the Contract Performance Requirements of Section C, Table 1 (page C-7)?</p>	<p>In accordance with Section C.2.4, a minimum of five Type I and Type II old style waste tanks must be closed during the base period in order to meet the Contract Performance Requirements (Section C, Table 1). Although any additional tank closures can be of any tank type during the base period and during the option period, DOE has indicated in C.2.4.2 that priority shall be given to the six Type I and II tanks in H-Area. Amendment 000002 to the Final RFP includes clarifying language regarding tank types for closure under Section C.2.4.</p>

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18.	<p>C.3.3.1 and Section J, Attachment J-12, Appendix B; Functional Service Agreements and M&O Site-Wide Services provided to Liquid Waste Contractor via FSA; Pages C-43 and 13 pages. This section contains items which are currently SLAs. Given the difference in funding sources between FSAs and SLAs, costs will not be included in our estimate for FSAs. Is this listing correct?</p>	<p>Amendment 000002 to the Final RFP includes an additional note at the end of Section J, Attachment J-12, Appendix B to clarify that the specific scope and level of support received by the Liquid Waste Contractor can be found in the contractor-specific FSAs.</p> <p>Amendment 000002 to the Final RFP also adds an assumption in Section L, Attachment L-8 that the level of FSA support currently provided will be available to the Contractor until specific FSAs are revised and approved by the Contractor and the Site M&O Contractor.</p>
19.	<p>H.40; Public Affairs – Contractor Releases of Information; Page H-61. Section H.40, states “...the Contractor shall, at least 10 calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract.”</p> <p>This requirement is excessive and does not support an open communication platform with stakeholders. It also fosters a negative relationship with members of the media and other stakeholders in delayed information sharing. Suggest the language be modified as follows: “...the Contractor shall, at least 10 calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned large communications products to the public, the media, or Members of Congress related to work performed under this contract. This could include Annual Report type documents, multi-page fact sheets or progress publications, or documents required for public comment. Information such as News Releases should be provided to the DOE-SR Office of External Affairs three (3) business days prior to the planned issue date and responses to media inquiries should be provided to DOE-SR OEA for approval five (5) business hours prior to release.”</p>	<p>Amendment 000002 to the Final RFP includes an adjustment to Section H.40 to adjust DOE response times for certain releases of information.</p>

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20.	<p>H.67.D.1.c and Section J, Attachment J-13, Item 95; Initial Contract Performance Baseline Submittal and List of Deliverables, Item 95, Initial Contract Performance Baseline; Pages H-82 and J-13-13. H.67.D.1.c states, “The Contractor shall immediately begin performance reporting against the Initial CPB as submitted to the Contracting Officer.” Deliverable Item 95 Deliverable Due Date is “Within the Contract Transition Period” Since the offeror will not have access to the business systems until contract start, we recommend that the Initial CPB reporting not start until the new contract commences.</p>	<p>Performance reporting will begin after submittal of the initial CPB per Section H.67.</p>
21.	<p>L.10(f)(4); DOE-L-2001 Proposal Preparation Instructions – General – Alternate I and Alternate II/ Print Type; Page L-9. Will DOE allow use of Arial font size 9 (same size as Times New Roman 10) for graphics and tables to aid readability? Will DOE allow 8 or 9 point font for use in headers and footers?</p>	<p>The instructions regarding print type in Section L.10(f)(4) are based on DOE corporate clause language for use in all solicitations.</p>
22.	<p>L.13(a), C.0.3, Table 1, and B.8(b); Proposal Preparation Instructions, Volume II-Technical Approach, Contract Performance Requirements, and Target Activity PBI Fee; Pages L-17, C-7, and B-6 to B-9. Paragraph 6, Sentence 3 states, “If the offeror’s proposed approach exceeds the Contract Performance Requirements in Section C, Table 1, the proposal shall clearly state the proposed performance metrics (Section C, Table 1) that align with the proposed approach and the proposed performance metrics shall be incorporated into the Contract by the Government at the time of the contract award.” Does this mean that DOE will change Section C, Table 1 to the offeror’s proposed performance metrics and thus the denominator of the Target Activity PBI rates in Section B.8(b) will equal the offeror’s proposed performance metrics?</p>	<p>Amendment 000001 to the Final RFP clarified that the incorporation within the Contract would be to Section C, Table 1. There will be no change to the denominator of the Target Activity PBI rates in Section B.8(b).</p>

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23.	<p>L.17(b) and H.67 D.1.c.; Proposal Preparation Instructions, Volume III - Cost and Fee Proposal and Integrated Work Control Systems and Reporting Requirements/ Initial Contract Performance Baseline Submittal; Pages L-28 and H-83. L.17(b) paragraph 2 states, “The Offeror’s proposed WBS shall not include any levels below the WBS provided in Section J, Attachment J-3 for which proposed costs are less than \$10 million for the total contract period (including the base and option period)...”</p> <p>RFP requirements also dictate that our cost proposal be reflective of our detailed approach, form the basis for the initial Contract Performance Baseline (CPB), and comply with H.18 Earned Value Management System. As such, “...the initial CPB must have the necessary data elements to support EVMS certification requirements.”</p> <p>The \$10 million limitation on added levels of the WBS artificially restricts the division of activities and costs that are reflective of our approach and ultimately reduces cost visibility. Efforts to breakout this information later will add cost and time to the contract. Therefore, will DOE consider removing this limitation?</p>	<p>The WBS levels allowed for within the Liquid Waste Final RFP are sufficient for proposal evaluation purposes.</p>
24.	<p>L.17(h)(3) and Attachment L-6; Proposal Preparation Instructions, Vol. III, Cost and Fee Proposal/Cost Element and Cost Proposal Worksheets; Pages L-32 and L-54. This section describes the different cost elements to be used, one of which is “state and use tax”. However, in Section L, Attachment L-6, it is referred to as “Sales and use tax”. Does the site currently have a sales tax exemption and if so, should the offeror still include these costs in our estimate?</p>	<p>Amendment 000002 to the Final RFP includes an adjustment in L.17(h)(3) from “state” to “sales.”</p> <p>The current Liquid Waste Contractor has obtained a sales and use tax exemption from the State of South Carolina as a Federal Government contractor for the duration of the contract in accordance with the South Carolina Sales and Use Tax Act. The next Liquid Waste Contractor may also file an Application for Exemption for Federal Government Contract with the State of South Carolina Department of Revenue for an exemption from sales and use tax. Key assumptions by the offeror related to sales and use tax shall be documented within the Basis of Estimate in accordance with Section L.17(h)(2).</p>

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25.	DOE Site Documents Library; SRR Project Labor Agreement - Wage and Benefits, Appendix A; Page 7. The SRR Project Labor Agreement references on page 7 that the hourly base wage rates and UNION fringe benefits are contained in "Appendix A". Appendix A is not included in the provided SRR Project Labor Agreement. Please provide Appendix A of the reference agreement.	Appendix A of the Project Labor Agreement includes a listing of hourly wage rates and fringe benefit rates that are consistent with the Davis Bacon wage determination at http://www.wdol.gov/dba.aspx (see Davis-Bacon Act wage determination SC9), and Section J, Attachment J-10.
26.	L.14(a), M.3(a), and H.56(a) & (d); Number of Key Personnel; Pages L-18, M-5, H-72. From the draft RFP to the final RFP, the DOE removed the language providing the option to propose two additional key personnel. We believe that providing the option to provide 2 additional key personnel allows offeror's to communicate rational for the organizational construct in relation to the work to be performed and technical approach as contemplated in M.3(g)(2) Rationale for organization structure. We recommend that the option be re-instated.	The option for two additional key personnel will not be re-instated.
27.	H.56(a); ESH&Q role; Page H-72. H.56 Functional positions--- there is currently an asterisk footnote for the Environment, Safety, Health and Quality Manager that is states "*Manager responsible for environmental and regulatory compliance, performance assessments, and NDAA Section 3116 compliance." We believe that the footnote is a holdover from the draft RFP when there was a position specifically identified for regulatory. We recommend that DOE consider removing the footnote from clause H.56.	This footnote was intentionally included in the Final RFP. DOE intends to evaluate the key person that will be responsible for the functions stated in the footnote, and these responsibilities are included under the purview of the functional position of Environment, Safety, Health, and Quality Manager in accordance with DOE-H-2070.
28.	B.2; Contract Cost and Fee; Page B-2. Tables B.2-1 and B.2-2 contain CLIN 0204, Safety Basis Upgrade during the option period. Section C.2.5 states that the "The Contractor shall revise the...DSA...TSRs...within four years of Notice to Proceed." It further states "The Contractor shall revise the DSA and TSRs...for the SWPF within the base period of the contract." Attachment L-8 lists DOE-provided cost for completion of the safety basis upgrade during the base period. It further states "This DOE-provided cost reflects the totality of the work scope under C.2.5." There does not appear to be any PWS scope assigned to CLIN 0204. Please clarify.	Amendment 000002 to the Final RFP includes an adjustment to the DOE-provided costs in Section L, Attachment L-8 regarding the FY24 cost split between the base and option period.

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29.	C.0.4; Transition; Page C-7. As the incumbent will novate subcontract work to the new contractor, will DOE please provide a list of current subcontracts, including work scope, dollar values and socioeconomic classifications?	During contract transition (C.0.4), the Contractor will be responsible for determining which subcontracts should continue (aside from the required subcontracts identified in DOE-H-2043) and assigning applicable subcontract work from the incumbent to continue under an existing subcontract. Additionally, information regarding the incumbent contractor's active multi-year subcontracts was made available upon request on CD1 on March 31, 2016 via non-disclosure agreement (document reference G15).
30.	C.2.5; Safety Basis Upgrade Implementation; Page C-33 & C-34. The draft RFP identified that an approved gap analysis for CSTF and DWPF would be provided. This statement was removed from the final RFP. What is the status of the gap analysis that should be assumed at contract start? Will the gap analysis require government approval?	The gap analysis will be completed by the incumbent contractor and approved by DOE by the end of calendar year 2016.
31.	Section C / C.3.3.1; Functional Services Agreements; Page C-43. Section C.3.3.1 states that: "FSAs are not included in the scope or funding of the Liquid Waste Contract, but are GFS&I". Subsection C.3.3.1.3 addresses Unit Billing Services (UBS) that are provided as GFS&I under FSAs. That section specifically calls out "Personnel Protection clothing and equipment" (i.e., PPE) as being furnished as GFS&I. However, the Attachment L-7 (Consolidated Direct Cost Schedules) includes a specific Tab in the worksheet for PPE costs. It is unclear what is intended to be estimated in the L-7 schedule if PPE is provided as GFS&I. Would DOE confirm that PPE is GFS&I and no costs should be included in the L-7 cost schedule under the PPE Tab? Or, clarify what PPE costs should be estimated in the L-7 schedule versus those that are provided under FSAs as GFS&I? It is noted that Section J-12, Appendix B detailing GFS&I under FSAs indicates that at least some PPE is provided under the FSAs as GFS&I (e.g., FSA 4-2 and 11-14).	<p>The Section J, Attachment J-12, Appendix B items identified in the question are limited to optometry services for prescription safety glasses (item 4-2) and respiratory protection equipment (item 11-14). Additionally, Amendment 000002 to the Final RFP includes a clarification to Section C.3.3.1 to state that UBS includes only certain personal protection equipment.</p> <p>Other than the PPE specifically covered through UBS as an FSA, all other PPE shall be included within the offeror's Volume III proposal submission.</p>

No.	Industry Question	DOE Answer
32.	<p>Section C / C.3.1 and Section L / Attachment L-6 and L-7; Management of Standards/Requirements Identification Document Functional Areas; Pages C-40, C-41 and Attachment L-6 and L-7.</p> <p>The L-6 and L-7 forms are inconsistent with the Section C.3.1 PWS numbering scheme. Specifically, the L-6 and L-7 forms assign a unique PWS number to each of the 20 SRID areas called out in Section C.3.1 (e.g., PWS C.3.1.1 for Management Systems, PWS C.3.1.2 for Quality Assurance). However, in Section C, PWS C.3.1.1 addresses a different scope of work (Integrated Safety Management System), and C.3.1.2 addresses Safety Culture and Safety Conscious Work Environment. In essence, the same PWS number is used for two different work scopes in Section C.3.1 and the L-6 and L-7 forms. Would DOE provide direction on this issue.</p> <p>In addition, the L-6 and L-7 forms do not contain PWS detail for section C.3.1.1 (Integrated Safety Management System), section C.3.1.2 (Safety Culture and Safety Conscious Work Environment), or Section C.3.1.3 (DOE/NNSA Radiological Emergency Response Asset Support). Is it DOE's intent that no cost estimates are required for these three PWS areas and they are part of the associated S/RID function?</p>	<p>Amendment 000002 to the Final RFP includes an adjustment to Section C.3.1 to incorporate all work scope under the S/RID activities. There are no changes to Section J, Attachment J-3, nor are there any changes to Section L, Attachments L-6 and L-7, in response to this question.</p>
33.	<p>H.61; Subcontracted Work; Page H-75. Will DOE please provide a list of all subcontracts and subcontractors including the dollar value of the subcontracts and the socioeconomic status of the subcontractor? In addition would DOE please provide the incumbent contractor's completed SF294/SF295 for the past 3 to 5 years? This information is necessary to understand the requirements of meeting DOE expectations per clause H.61.</p>	<p>SF294/SF295 forms are not available for the incumbent contractor. However, the incumbent contractor's small business performance report (including socioeconomic performance) for the last three Government fiscal years has been added to the Documents Library on the procurement website.</p>

No.	Industry Question	DOE Answer
34.	<p>H.61; Subcontracted Work; Page H-75. We support DOE's approach to maximize small business (SB) use and to include service level agreements (SLAs) as a means to achieve subcontracting goals. Upon examination of the SLAs in the solicitation library we found that 42% of the \$78.2 million LW program SLA spend went to a single line item: utilities. Utilities, while increasing the available subcontracting base by \$32.9 million, are limited to large business subcontracting, thereby impeding the achievement of SB goals. Since utilities preclude SB set aside will DOE allow bidders to exclude the value of utilities from the requirement to subcontract 30% of the total estimated cost in the same manner that contract fee and IDIQ value is excluded from that calculation?</p>	<p>For the purposes of Section H.61 in the Final RFP, Service Level Agreements with other site contractors are considered to be subcontracts, including any utilities procured via Service Level Agreements. DOE believes that the small business subcontracting goals included in the Final RFP are reasonable and achievable.</p>
35.	<p>J-3; Allocation of C.3; Page J-3-2. The note at the end of the WBS states that, "activities under C.3, Liquid Waste Program Support; shall be assigned to direct work under C.1, Liquid Waste Operations and C.2 Liquid Waste Operations Support, as applicable. For C.3 activities not directly allocable to C.1 and C.2 work scope, those costs shall be allocated across all C.1 and C.2 work activities in the PMB." Section C.3.1 states that "Management of each Functional Area shall consist of oversight of field implementation, overall staffing levels across the functional areas, subject matter experts, and required records and reporting." This appears to be programmatic activities for each of the S/RID areas, where performance of the work activities to implement the programs is part of activities in PWS C.1 and C.2. The note at the end of the WBS is confusing. Does DOE want the offeror to allocate costs of the programmatic elements of the S/RID functions to activities in PWS C.1 and C.2? Would DOE please clarify the intent of this requirement and expectation for proposal submittal?</p>	<p>Related to proposal submissions, Section L.17(h)(4) clarifies the proposal preparation instructions for Liquid Waste Program Support costs. The note included at the end of Section J, Attachment J-3 is related to development of the Contract Performance Baseline.</p>

No.	Industry Question	DOE Answer
36.	<p>L-10(f)(4); Print type; Page L-9. We recommend that DOE allow the Arial family of fonts for spread sheets, charts, tables, diagrams, etc. Numbers printed in Times New Roman are difficult to read due to similarity of lines and character spacing. It is standard practice to place numbers in San Serif font like the Arial family of fonts. Studies have shown that using a smaller-sized sans serif font improves the readability of graphics and tables, compared to using a serif font such as 10-point Times New Roman. Will DOE allow sans serif fonts smaller than 10 point for graphics, charts and tables, and page headers and footers as long as they are legible?</p>	<p>The instructions regarding print type in Section L.10(f)(4) are based on DOE corporate clause language for use in all solicitations.</p>
37.	<p>L-10(f)(4); Print type; Page L-9. The formatting of attachment L-6 and attachment L-7 as provided in the RFP will shrink the printed material to a size significantly smaller than 10 point as required by L-10(f)(4). In order to print the completed L-6 and L-7 forms in compliance with this requirement, the sheets will require significant reformatting and data extending across multiple pages. Our test with this printing makes the output very difficult to use. The formatting required to meet the font size requirement will significantly increase the number of pages, which does not align with Executive Order 13693. We recommend that DOE consider making the delivery of the L-6 and L-7 forms electronic only.</p>	<p>As part of the offeror's proposal submission, the offeror shall provide Section L, Attachments L-6 and L-7, in accordance with the solicitation requirements (paper copies and electronic versions), including the font size requirements. To address the width of the document, offerors are allowed to logically break the Government Fiscal Year columns into multiple pages in order to meet the solicitation requirements using paper size no larger than 11 x 17 (although the font size may result in a small print font size, the document is required to be legible). Additionally, the cost worksheets can span multiple pages if necessary, and each page of the cost worksheets shall include the applicable column and row headers.</p>

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38.	<p>L-10(f)(4), attachment L-3; Print type; Pages L-9, L-46 to L-47. There is a conflict in requirements between L-10(f)(4) and attachment L-3. Section L-10(f)(4) states that all “headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 10 point or larger using Times New Roman font type.” L-3 states that, “the offeror may amend the format for Attachment L-3... as long as the exact information, font and size, and page limitations are followed.” The L-3 form is provides in Arial font, which is standard for tables of this type. As currently stated in these 2 sections of the RFP, offerors cannot comply with both of these requirements simultaneously. In addition, other forms (e.g., performance guarantee, PPQ, Reps and Certs) provided by DOE are not in Times New Roman, but are also in Arial. We recommend that DOE allow the Arial family of fonts for headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs to resolve this conflict in requirements.</p>	<p>The instructions regarding print type in Section L.10(f)(4) are based on DOE corporate clause language for use in all solicitations. The “font and size” reference in the note at the bottom of Section L, Attachment L-3 refers to the font and size instructions included in Section L.10(f)(4).</p>
39.	<p>L.13(a), paragraph 12; Proposal Preparation Instructions, Volume II; Page L-18. We request DOE clarify the last sentence in paragraph 12: “The offeror shall only identify critical subcontractors in Volume II.” We assume that in volume II DOE wants bidders to limit naming of subcontractors to those designated critical [as defined in L.10(a)(2)] but that bidders should still name critical subcontractors in volumes I and III. Is our assumption correct?</p>	<p>The assumption included in the question is correct. The sentence referenced in the question is specific to Volume II.</p>

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40.	<p>L.17; Proposal Preparation Instructions, Volume III - Cost and Fee; Pages L-28 to L-36. There is no mention of contingency analysis, risk analysis or management reserve in the volume III instructions, nor is there a place to include this cost on the attachment L-6 or L-7 form. This is an allowable cost and industry standard practice, but in the past DOE has directed in RFPs not to provide contingency/reserve in the final estimates and others to be included. It is generally not an accurate estimate to spread contingency across all elements of an estimate and that is not in accordance with best practices or DOE's requirements, including a reference in the last paragraph of section L.13 to managing the management reserve. Will DOE please provide clarification on the approach to addressing this allowable cost in the estimate.</p>	<p>The proposal may include management reserve within the cost estimate at the discretion of the offeror, but shall not include contingency.</p> <p>Per FAR 31.205-7(c), contingency for future cost estimates falls into two categories. First, “those [contingencies] that may arise from presently known and existing conditions, the effects of which are foreseeable within reasonable limits of accuracy; e.g., anticipated costs of rejects and defective work” (FAR 31.205-7(c)(1)). Contingencies of this category are considered to be management reserve and are included in proposal cost estimates of future costs so as to provide the best estimate of performance cost, but shall not be proposed as a separate element of cost. As defined in DOE Order 413.3B, management reserve is “an amount of the total contract budget withheld for management control purposes by the contractor,” and is calculated by the contractor after contract award to facilitate project management discipline.</p> <p>Second, “those [contingencies] that may arise from presently known or unknown conditions, the effect of which cannot be measured so precisely as to provide equitable results to the contractor and to the Government; e.g., results of pending litigation” (FAR 31.205-7(c)(2)). Contingencies of this category are to be excluded from proposal cost estimates. Per DOE Order 413.3B, contingency is budget that is not placed on the contract, and is controlled by Federal personnel.</p>

No.	Industry Question	DOE Answer
41.	<p>L.17 Section (h) Item (6) and (7); Full time equivalent (FTE) for shift workers; Page L-35.</p> <p>L.17 Proposal Preparation Instructions, Volume III- Cost and Fee Proposal Section (h) Offeror Proposed Cost, Item (6) Labor Rates.</p> <p>The RFP states that, “for proposal preparation purposes, a full time equivalent (FTE) is defined as 1,800 hours/year.” Item (7) states, “For proposal preparation purposes, the offeror shall not assume any overtime is available.”</p> <p>Question: Should the estimate for shift worker hours be at the actual paid hours which are much higher than the 1,800 hours/year for a shift worker FTE; or should the estimate for shift worker hours be at the 1,800 hours/year for an FTE as stated in the RFP? (If directed to use the 1,800 hours in the estimate; does DOE acknowledge that the estimated cost would be understated?)</p>	<p>Offerors shall propose the amount of annual hours per FTE in accordance with the instructions in the RFP (including the exclusion of overtime). Further, the proposed cost shall be realistic in relation to the proposed technical approach. The proposed number of hours shall not be understated and shall be consistent with the number of hours necessary to implement the proposed technical approach.</p>
42.	<p>Section L / Attachment L-7; Consolidated Direct Cost Schedules; Attachment L-7 – Tab for State and Local Taxes. The Attachment L-7 Consolidated Direct Cost Schedules contains a Tab in the Worksheet for estimating the cost of State and Local taxes. We understand that the current incumbent contractor has obtained an exemption from sales and use taxes from the State of South Carolina. Should Sales and Use Tax be included in the proposal estimate?</p>	<p>The current Liquid Waste Contractor has obtained a sales and use tax exemption from the State of South Carolina as a Federal Government contractor for the duration of the contract in accordance with the South Carolina Sales and Use Tax Act. The next Liquid Waste Contractor may also file an Application for Exemption for Federal Government Contract with the State of South Carolina Department of Revenue for an exemption from sales and use tax. Key assumptions by the offeror related to sales and use tax shall be documented within the Basis of Estimate in accordance with Section L.17(h)(2).</p>

No.	Industry Question	DOE Answer
43.	<p data-bbox="262 230 856 293">Draft RFP Question Response; Attachment 1 Documents/Schedules/Drawings, Item 16; Page 7.</p> <p data-bbox="262 329 1031 393">The lists below include the documents and information requested of DOE.</p> <p data-bbox="262 399 1018 462">16. A complete set of drawings, specifications, and schedule for SDU#6.</p> <p data-bbox="262 498 982 561">Question: Will the drawings, specifications, and schedule for SDU#6 be made available by DOE.</p>	<p data-bbox="1071 230 1934 495">A set of Preliminary SDU#6 Drawings that were part of the Expression of Interest notification that was issued on March 7, 2012 for construction of SDU#6 has been added to the Documents Library on the procurement website. With SDU#6 not completed, the actual cost and schedule for SDU#6 is not available to publish. In addition, Section C.2.1 notes that, "the Contractor shall determine the exact quantity of SDUs needed, determine the size of each SDU, design of the SDUs, and determine the construction schedule and completion of each SDU."</p>
44.	<p data-bbox="262 568 1031 865">General. While asbestos abatement is not an identified work scope under the RFP, asbestos does present considerable health and financial risk. To better understand the risks associated with potential asbestos exposure at the Savannah River Site facilities associated with the Liquid Waste Services, please provide the Asbestos Containing Material (ACM)/Potential ACM inventory, including volumes by building, form, general locations within buildings, and current containment/control condition (e.g., stabilized with paint).</p> <p data-bbox="262 901 1010 1092">Additionally, please clarify any anticipated asbestos scope with sufficient details to permit assessment of risks. Due to the potential for long-term and serious health effects from asbestos exposure, please clarify if DOE provides indemnification from future liability from exposure to asbestos during the contract period.</p>	<p data-bbox="1071 568 1934 833">Some facility-specific asbestos assessments have been performed but the information is not readily available in a form that can be searched, catalogued, summarized, and disseminated. However, general site practice is to assess the potential for asbestos during the work planning process for any facility or equipment modifications. The Site Manual 3Q, Procedure 4.14 contains the process for planning and executing work that may involve asbestos containing materials. This document has been added to the Documents Library on the procurement website.</p> <p data-bbox="1071 868 1921 1092">Additionally, FAR 31.205-19(e)(5) provides that, "the Government is obligated to indemnify the contractor only to the extent authorized by law, as expressly provided for in the contract, except as provided in paragraph (d)(3) of this subsection." Within the Final RFP, please also refer to Section H clause entitled, "DOE-H-2073 Risk Management and Insurance Programs" for specific contract requirements related to risk management, insurance programs, and indemnification.</p>

No.	Industry Question	DOE Answer
45.	<p>C.0.4; Transition; Page C-7. “The Contractor shall establish the necessary logistical support to execute transition ...”</p> <p>Question: Will DOE SRS provide an on-site facility (including access, furniture, and desktop/network connections) during the Transition period?</p> <p>Rationale - This DOE provided support was reflected in the Draft RFP in Attachment L-8: Assumptions and then deleted in the Final RFP. On-site transition facility would significantly increase the time transition staff can spend on-site, particularly for due diligence activities such as blue sheeting procedures and facility walk downs. It would also enhance safety by reducing some travel time from off-site to SRS. An on-site transition facility was provided for the SRNS transition greatly improving site access and transition efficiency and effectiveness. Hiring/on-boarding activities to include incumbent staff interviews will still be conducted in [the contractor’s] off-site Program Management Office.</p>	<p>Amendment 000002 to the Final RFP includes an adjustment to Section L.17(i) to provide additional clarification regarding facilities and equipment to be provided by DOE during the transition period.</p>
46.	<p>C.2.6.4; Melter Fabrication (WBS: 02.06.04); Page C-36. “...and Melter #4 has been fabricated and assembled and is undergoing corrective actions to resolve non-compliances. The current approach to completion of the corrective actions will result in Melter #4 being available for installation by the end of FY 2018.”</p> <p>Question: Will DOE please provide a cost assumption in Attachment L8 for the remaining corrective actions to Melter #4?</p> <p>Rationale - The Offer does not know what remaining corrective actions are to be undertaken starting at the completion of transition or the cost of the corrective actions (if any to the new contractor).</p>	<p>The remaining corrective actions to Melter #4, including the associated costs, will be undertaken and incurred prior to implementation of the next Liquid Waste contract.</p>

No.	Industry Question	DOE Answer
47.	<p>L.8 and L.17(p); FAR 52.252-1, Solicitation Provisions Incorporated by Reference and Proposal Preparation Volume III; Pages L-4 and L-36.</p> <p>Section L.8 incorporates FAR 52.215-16, Facilities Capital Cost of Money (Jun 2003), which stipulates that, “Facilities Capital Cost of Money will be an allowable cost under the contemplated contract, if the criteria for allow-ability in FAR 31.205-10(b) are met.”</p> <p>Section L.17(p) states: “Waiver of Facilities Capital Cost of Money (FCCOM). The solicitation includes Section I clause titled, FAR 52.215-17, Waiver of Facilities Capital Cost of Money; thus, as a condition of award, the offeror shall not propose facilities capital cost of money.”</p> <p>Question: Could the government please resolve this apparent contradiction?</p>	<p>Amendment 000002 to the Final RFP includes an adjustment to Section I (FAR 52.215-17) and Section L.17(p) to allow for Facilities Capital Cost of Money to be included in offeror proposals. Any proposed costs for Facilities Capital Cost of Money should be included as an element within the general and administrative costs in the Volume III proposal submission.</p>
48.	<p>L.10(f)(4); Print Type; Page L-9. Headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs must be 10 point or larger using Times New Roman font type.</p> <p>Question: Would DOE consider allowing a different font and smaller point size for headers and footers, spreadsheets, charts, tables, diagrams or design drawings, and graphs as long as all text is legible?</p>	<p>The instructions regarding print type in Section L.10(f)(4) are based on DOE corporate clause language for use in all solicitations.</p>
49.	<p>L.10(f)(7); File Format; Page L-9. Will DOE permit Offerors to submit financial statements and annual reports in electronic form only and not in printed copies? Our current estimation is that 11 sets of our teams’ annual reports will total about 20,000 pages.</p>	<p>Amendment 000002 to the Final RFP includes a clarification to Section L.10(c)(4) to state that financial statements and annual reports shall be included in the electronic submission and the signed original only, but are not required to be included in the additional paper copies.</p>