

**Hanford 222-S Laboratory Analysis and Testing Services
Request for Proposal DE-SOL-0005750
Questions and Answers
June 27, 2014**

Number	Question	Answer
1	Are the two maps/drawings used in the safety briefing available for the Offeror use?	The maps/drawings were provided as part of the Site Tour for safety purposes and are not part of the RFP.
2	What is shared in 5A/5B?	This room is used for standard and reagent preparation. On a limited frequency the Tank Operations Contractor (TOC) may need to prepare standards and reagents; this is coordinated between the TOC and the Contractor.
3	Are the sample storage fridges in Corridor 8E on backup power and is the temperature profile logged?	The 222-S Laboratory has two independent power lines feeding its switch yard. In the event one line loses power, the other automatically switches on to supply electricity to the Lab. Because of this redundant power source, there is no standby generator for backup electrical power. Refrigerator temperature checks are performed daily during normal working hours, but not on weekends or holidays.
4	Who runs the store stock room? Are stock room supplies provided at no cost to the lab contractor?	As stated in C. 2.1.10.4, Laboratory equipment, chemicals, and supplies are provided by the TOC at no charge to the Contractor. The store stock room is run by the TOC.
5	With questions due July 10, 2014 and proposals due July 17, 2014 do you anticipate a potential extension? Responses to questions could alter proposals.	No, a potential extension is not anticipated and section L.28 of the RFP has not been Amended to extend the proposal due date.
6	What relationship, if any, is there between attachment L-6 FY 2012/2013 Annual Staffing Plan and Table L.34-1.	Attachment L-6 is included for information purposes and provides the Laboratory staffing levels for FY 12/13. Table L.34-1 provides historical workload in terms of reports completed and numbers of analyses entered into OmniLIMS™. Both the Attachment and Table are provided to assist Offerors in preparing Volume III - Price Proposal.

7	Does Table L-6 reflect the current staffing for the current Cost Reimbursable contract? If not, can you please provide the current staffing level of the lab and the skill mix/labor categories? Based on FY 14 Service Level Agreements (SLAs), how many reports will be completed and estimated number of analysis entered into OmniLims consistent with current staffing levels?	Yes. The forecasted information requested in the second part of the question is not available; however, regardless of those numbers, the Offeror must determine their staffing levels based on their proposed approach to the work scope identified in the PWS. Section L, Table L.34-1 provides the Historical Analytical Workload in terms of reports completed and number of samples entered into OmniLIMS™ from Jan 2012 through March 2014.
8	Other than office supplies, what other direct costs will the Laboratory Analysis and Testing Services (LA&TS) Contractor be responsible for?	As stated in C.2.1, the Contractor shall furnish all things necessary for, or incident to, the performance of the work described in the PWS, excluding that which is specifically identified as Labor-Hour in Section 2.2 and excluding that which is furnished directly by the Government or through other site contractors as identified in Section C.2.1.10. Section J-3 contains additional details on services provided by other site contractors. Cost data is provided in the Reference Documents.
9	Please clarify job titles with respect to work assignments such as project mangers, work control?	The job titles listed in Attachment L-6 represent the job titles for the current incumbent contractor, the successor contractor may give a different title (other than the Chem Tech – driven by CBA).
10	When does current union contract end? Is the incoming contractor initially bound to the current contract?	The duration of the incumbent contractor’s Collective Bargaining Agreement (CBA) with the Hanford Atomic Metal Trades Council (HAMTC) expires on 11-11-2018. If the Contractor is a “Successor” as defined by applicable Labor Statutes, the Contractor must recognize the bargaining unit (HAMTC) and negotiate a Collective Bargaining Agreement (CBA). The incoming contractor is not bound to the CBA of the predecessor contractor; however, the incoming contractor is required to comply with all statutory and regulatory requirements, including but not limited to those found in Section I.51 entitled “FAR 52-222-41 Service Contract Act of 1965”, and the special contract requirement in Section H.14 entitled “Department of Labor Wage Determinations”.

11	<p>Since the 222-S facility is shared responsibility of the Tank Operations Contractor (TOC) and Lab Contractor, would DOE consider if an Organizational Conflict of Interest (OCI) if the TOC contractor is on one of the 222-S small business laboratory Offerors team? If not, please provide what limitations the TOC would have?</p>	<p>In accordance with Section L.32 (d) each Offeror shall identify in a statement any existing or potential OCI as defined by FAR Part 9.601 and DEAR 952.209.8. The Offeror is required to submit a mitigation plan if there is an existing or potential OCI. If DOE identifies an existing or potential OCI, the Offeror is required to submit any information requested, including a mitigation plan.</p>
12	<p>Has the incumbent contractor fully funded the pension plan to date? Will the incoming contractor have an opportunity to review the historical pension plan funding activities during transition in order to confirm that the incumbent has fully fund the plan for all existing personnel.</p>	<p>No, the plan is not currently fully funded. DOE Order 350.1 stipulates that contractors will be reimbursed for pension contributions equal to the ERISA minimum calculated annually. When sponsors leave the Plan, a withdrawal liability is calculated by the Plan Administrator. Please consult the “Hanford Multi-Employer Pension Plan, Hanford Operations and Engineering”, and “Hanford Multi-Employer Pension Plan, HAMTC-Represented Employees” plan documents for specific provisions. Section B of the RFP provides the DOE estimated contributions for the two pension plans.</p>
13	<p>We have reviewed all information provided with the Request for Proposal (RFP), the following information is not provided: 1. Total number of gloveboxes and fume hoods. 2. Number of operational hot cells, gloveboxes and fume hoods currently in service. Please provide this information.</p>	<ol style="list-style-type: none"> 1. There are approximately 150 hoods in the facility. There is one glovebox in 1GB but it is currently out of service due to preparation for upgrades to the room. There are two shielded gloveboxes in Room 1C. 2. Currently all of the hot cells are operable. Spare manipulators are available for installation in the event a manipulator fails. The TOC performs preventative and predictive maintenance on manipulators. As discussed in part 1 of this question, the glovebox in 1GB is out of service due to a room upgrade preparation for that area. Both gloveboxes in Room 1C are operable. TOC maintains all lab utilities including the fume hoods, and checks the hoods monthly for adequate flow. An out of balance “low flow” hood is taken out of service and adjusted for the correct air flow. Currently, all hoods are operable.

14	How should the Offeror address retraining costs for incoming labor that has displaced existing 222-S labor due to seniority?	To the extent the offeror is planning to retain the incumbent workforce, it should assume that the incumbents will be trained to the levels indicated in the reference document ATLII Course Completions Names Redacted.xls.
15	What is responsibility authority of 222-S Contractor relative to Labor Stabilization Contract e.g. can Contractor initiate negotiations with union alone, or must all signatory Hanford Contractors be involved?	The question appears to be referring to the Hanford Site Stabilization Agreement (HSSA), a Project Labor Agreement at the Hanford Site that is applicable to construction activities subject to the Davis Bacon Act. The 222-S Contract does not include work scope covered by the Davis-Bacon Act; and therefore, the HSSA is not applicable.
16	C.2.1.2 the TOC is responsible for most compliance. Need more specifying PAAA liability definition.	As stated in Section H.32, the Contractor is responsible for compliance with PAAA requirements within its scope and is liable for any costs arising from violations/noncompliance. For example, if Contractor personnel improperly dispose of radiological material then the Contractor is responsible for reporting the event, implementing corrective actions including cleanup costs, and for paying any fines imposed by regulators.
17	What is the attractiveness level of Cat IV Special Nuclear Materials kept at the 222-S Laboratory?	Level B
18	How many fume hoods and gloveboxes are in the rad areas of the lab? Are there also hoods in the non-rad areas?	There are approximately 150 fume hoods in the facility and two operational gloveboxes in Room 1C. All fume hoods are in the contamination area and radiation buffer areas except for 7-8 hoods which are in Rooms 5A/B and 4D.
19	Hot cell manipulation – what age, manufacture and which contractor has ownership and responsibility to maintain/replace?	One manipulator was purchased new in 2012; the rest of the 22 manipulators used in the 11A hot cells were purchased in 1990. The manipulators in Rooms 1E1, 1E2, 1A, and 1F were purchased some time before 1990. All of the manipulators in 222-S were manufactured by Central Research Laboratories. The TOC is responsible for maintaining the manipulators in an operable condition and has a dedicated on-site shop for this purpose.
20	What is the 222-S Contractor's responsibility if TOC cannot provide timely action to maintain and repair / replace equipment?	If government furnished equipment is not suitable for its intended use then the Contractor should comply with the clause in Section I entitled FAR 52.245-1 Government Property, paragraph (d).

21	The evaluation of the Offerors price includes the fixed price provided for transition. The incumbent Contractor will have no transition costs therefore the incumbent Contractor has an advantage in the price evaluation. We request that DOE removes transition cost as part of the overall price evaluation.	The price will be evaluated in accordance with Section M.05. FAR 15.404-1 requires the Contracting Officer to ensure that the final agreed-to price is fair and reasonable. Contract transition is part of the final agreed-to price and must be evaluated. The Basis of Award will be in accordance with Section M.02 of the RFP which states “In determining best value to the government, the Technical Evaluation Criteria are significantly more important, when combined, than the evaluated price. The Government is more concerned with obtaining a superior technical proposal than making an award at the lowest evaluated price.”
22	Will the EMCBC retain Contracting Officer authority responsibility after award?	No.
23	Does DOE have published safety metrics and targets for the 222-S Laboratory contractor? If yes, please provide.	Annual Performance Objectives, Measures, and Commitments are established by DOE Environmental Management and include Total Recordable Case Rate (TRC) and Days Away, Restricted, or on Job Transfer (DART) goals. For FY 13 these rates were < 1.1 TRC and < 0.6 TRC. Additionally, most Hanford contractors are heavily engaged in the DOE Voluntary Protection Program that promotes employee involvement in safety and the establishment of safety goals.
24	How are the Offerors to price or estimate the services that are provided by the Mission Support Contractor (MIS)?	Prices for Mission Support Contractor services are set in September for the following fiscal year, and depend on a variety of factors including projected site-wide usage. The prices for FY2015 are expected to be approximately consistent with trends shown in the Reference Documents.
25	Where is the Offeror to include the re-training costs for HAMTEC employees obtained due to bumping?	See the answer to Question #14.
26	Since a significant portion of this pricing proposal is Firm Fixed Price (FFP) and Fixed Unit Rate (FUR), what level of detail is required to be submitted in our proposal? The last 222-S contract included significant supporting information that are not readily required for FFP/FUR pricing.	Section L.34 of the RFP contains the proposal preparation instructions for Volume III, Price Proposal.

27	<p>Since Fedconnect is the official submission, please explain why proposals not received at Boggs Lane by 4:00 pm eastern time are late?</p>	<p>Section L.28 of the RFP states “All Offers and Proposal Information, regardless of method of delivery, must be received on or before July 17, 2014 by 4:00 p.m. Eastern Time.” This includes written proposals. Per FAR 15.208(a) electronic submittals [such as those through Fedconnect] must be submitted in time for them to be received at the Government facility by the specific office designated for receipt by the date and time specified in the solicitation.</p>
28	<p>MSC services that are charged to the Lab Contractor, can DOE provide historical information for these costs that are tied to the Lab’s sample loading and employment levels?</p>	<p>Historical expense data is proprietary to the incumbent contractor and cannot be provided. Unit costs for MSC-supplied services are provided in the Reference Documents.</p>
29	<p>Because the TOC Contractor shares space with the Lab Contractor, the TOC Contractor has intimate knowledge of laboratory operations, costs, personnel, organization structure as well as problems and issues that have occurred over the life of the contract. For these reasons, it appears that the TOC Contractor would have a competitive advantage if they were to support a perspective Offeror. Please confirm that the TOC Contractor does indeed have an Organizational Conflict of Interest (OCI) and therefore cannot participate in this procurement.</p>	<p>See the answer to Question #11 above.</p>

30	Our Small Business Administration (SBA) representative has questioned the selection of NAICS Code 562910 with the 500 employee size standard for a contract that is clearly stated as laboratory and testing services. Is NAICS Code 541380 not a more relevant and applicable NAICS Size Standard?	In accordance with FAR 19.303 (a) the Contracting Officer determines the appropriate NAICS code. The work scope is to operate the Laboratory (C.1.1.3), which is a Hazard Category 3 Nuclear facility. The procurement is composed of multiple activities in separate industries with separate NAICS codes, and since the laboratory is utilized 100% for Hanford site environmental remediation, it is appropriate to assign a NAICS code (562910) that is reflective of the laboratory's mission and purpose to directly support the restoration of a contaminated environment.
31	Who is responsible for the metal building labeled as 219-S?	The TOC is responsible for the building, and the equipment and activities inside.
32	Attachment L-6 is not referenced in the overall RFP. Where and how should bidders use the information in L-6? What does it tie to? Is this the labor level that is consistent with L.34-1?	Attachment L-6 is included for information purposes and provides the Laboratory staffing levels for FY 12/13.
33	In L. 31 (i) page description it mentions graphs, tables, and spreadsheets where necessary must be 10 point or larger times new roman font type. There is no mention of graphics. Will the DOE allow font in graphics to be any size or font, as long as it is readable?	No. Section L.31(i) states graphs, tables and spreadsheet must be 10 point or large Times New Roman font type. All other text must be typed using 12 point, single-spaced, and using Times New Roman font type.

34	<p>Is it DOE's intent that each bidder is to develop their own staffing levels for the lab consistent with the 20,000 annual analyses referenced in the answer to question number 2 dated May 29, 2014? If yes, doesn't this present an unfair competitive advantage for the incumbent as only they know the approximate staffing levels and turn around times for samples going through 222-S. If no, what will DOE use to validate the reasonableness of the bidder's staffing plan?</p>	<p>Yes, Offerors are required to provide their own Staffing Plan (See Section L.34 of the RFP) based on their proposed approach to perform the required services in the PWS. No, it doesn't create an "unfair competitive advantage". Attachment L-6 is included for information purposes and provides the Laboratory staffing levels for FY12/13. The proposals will be evaluated in accordance with the evaluation criteria in Section M of the RFP.</p>
35	<p>Are any contractors associated with proposal evaluation board that might pose an OCI specifically to the TOC?</p>	<p>No.</p>

36

As part of the compilation and assembly of the Volume 1, Offer and Other Documents portion of the proposal, a question arose concerning the requirement to submit a signed copy of the Attachment L-5 Performance Guarantee Agreement. As stipulated in Section L.32 (i) of the RFP, “if the Offeror is a joint venture, Limited Liability Company, other similar entity, or a newly formed entity, the Offeror shall submit a fully completed and executed Performance Guarantee Agreement provided in Section L Attachment L-5, in accordance with the Section H clause entitled, Performance Guarantee Agreement.

In examining the form provided in Attachment L-5, we are unsure of how to complete the responses for the first two data entry points on the form.

The first “fill in the blank” requests that the Offeror provide the “Contract” number. Since this is still in the solicitation phase, how should that entry be completed?

The second “fill in the blank” requests that the Offeror provide the date of the “Contract”. Again, since this is still in the solicitation phase, how should this entry be completed?

Since the form requires the signature of an individual authorized by the firm to sign the form, there is a concern about leaving the two “fill in the blanks” discussed above empty and there is a similar concern about using the solicitation number and submittal date when the form ask for different information.

The Contract Number and Contract Date on the form should be left blank and will be filled in by DOE if a contract is awarded to that entity.

37	Request additional pages be allowed to include a 1-2 page Executive Summary in Volume II in order to introduce the team & its overall experience.	The page limitation in Section L.33 will not be changed.
38	The Request for Proposal does not mention any ES&H performance record requirements. Typically, Offeror's are required to submit OSHA reports and/or statistics as a required submittal. Will the RFP be revised to include submittal of this information?	No.
39	Please provide a listing of analytical instrumentation that is currently in use. Please include the Manufacturer/Model number, age, year acquired, number of instruments, and location. Please also include condition assessment reports as well as maintenance logs and maintenance backlog information.	A list of analytical instruments and associated data is provided in the reference documents 2013 Equipment Uptime and 2014 Equipment Uptime. Locations are indicated in the document Tour Handout - 222S Laboratory Tour Map Room List & Legend provided on the Pre-Proposal Conference page of the website. Equipment maintenance is the responsibility of the TOC. Historically, the Lab Contractor and the TOC have negotiated extensions to delivery dates of analytical reports impacted by equipment condition.
40	The RFP indicated that Offerors would be able to don Personal Protective Equipment (PPE) and be able to walk through radiological areas, time permitting. Supposedly, this didn't happen because visitor TLD's weren't assigned. Failure to allow non-incumbent Offerors a more thorough 222-S Lab visit creates an unlevel playing field for the incumbent. This appears to provide the incumbent an insurmountable competitive advantage. A second, more thorough, 222-S lab tour is requested.	The RFP does not indicate that Offerors would be able to walk through radiological areas. The Proposal website states "If time permits, visitors may have the opportunity to don protective clothing and enter radiological areas within the Lab." Due to the time required to obtain visitor TLD's to enter the radiological areas the site tour was not able to enter those areas, and for the same reason a second tour will not be conducted. DOE is developing a video walk-through of the radiological areas that will be posted on the acquisition website.