

Questions and Answers
Draft Request for Proposal
5-29-2014

Number	Question	Answer
1	What does TOC do in the 222-S Lab?	The TOC's responsibilities in the 222-S Laboratory are two-fold. The TOC performs landlord duties, including procurement and maintenance of the lab equipment, infrastructure maintenance, management of facility-wide programs, permitting, and waste stream management. In addition, the TOC performs research, technology development, and materials analysis to support storage, retrieval and treatment of tank waste.
2	DOE indicates an estimated range of 15,000 to 25,000 samples per year. If an offeror uses 15,000 samples as their assumed samples per year, and the actual number is 25,000 samples per year, that is a 67% increase in the number of samples, which cannot be performed for the same fixed price. Can DOE provide a median value that the Offeror should use in developing its pricing for the Firm Fixed Price CLINS?	Based on current knowledge, DOE doesn't anticipate the analyses load to exceed 20,000 annually over the course of this contract. It should also be noted that this figure does not include QA/QC analyses that may be as much as 40% of the actual sample analyses.
3	Can DOE provide an estimate of the percentage of the 222-S samples that exceed 300 rad/hour?	The vast majority of samples processed at 222-S have low or no activity. High rad samples come from tank sampling events, which are scheduled months ahead of time and occur perhaps ten to fifteen times a year.
4	Will any of the work currently performed by WSCF, such as screening, be sent to 222-S for performance?	It is not anticipated that work formerly performed by WSCF will be sent to 222-S.

5	What are our options for satisfying the requirements of 10 CFR 850?	<p>Options are:</p> <ul style="list-style-type: none"> - Become a signatory to Hanford's site wide Chronic Beryllium Disease Prevention Program (CBDPP). In addition the contractor may, at its option, apply to the CBDPP Committee for membership so that it will have a greater voice in decisions about how the program operates. (Currently, the 222-S lab is not directly represented on the Committee). OR - Utilize an existing or develop a new Beryllium Disease Prevention Program compliant with 10 CFR 850 requirements. <p>In either case the Contractor may, at its option, use Hanford's on-site Occupational Health Services Contractor to provide required Beryllium awareness training and screening services.</p>
6	Does DOE require that Service Level Agreements include an estimated value of the services provided to customers? Will we be required to report actual costs/values of the services after they are provided?	No.
7	Will DOE develop quantitative ISMS metrics?	No.
8	What Performance Evaluation programs are currently used to assess LA&TS performance?	The current LA&ST contractor utilizes IHPAT (Industrial Hygiene Proficiency Analytical Testing), ERA's WP (Environmental Research Associate's WatR Pollution), ERA's SOIL, ERA's MRaD, BePAT (Beryllium Proficiency Analytical Testing), and MAPEP (Mixed Analytes Performance Evaluation Program) programs for their performance evaluations.
9	Does the contract scope include working with any classified materials?	We do not currently anticipate that the contract scope will include working with any classified materials.
10	What controls are in place to limit fluctuations in the prices that the Mission Services Contractor charges for its services?	Beginning in FY14, the MSC contract includes an incentive to reduce the variance between projected unit prices for services and the prices it charges after adjusting for over/under-liquidation. See Section J.4-e, Completion Criterion 1.1.2 of the MSC Prime Contract (http://msc.rl.gov/ims/page.cfm/EngageTheCustomer/MSCPrimeContract).
11	How many FTEs have historically been required to handle the work in section C.2.1.5?	One.

12	What is the anticipated nuclear material category at the lab for the life of the contract?	No more than a Category IV amount. This is not to be confused with the Nuclear Safety Hazard Category, of which the lab is a Hazard Category 3.
13	Per Section C.2.1.5.1.i, Nuclear Material Control and Accountability, the Contractor shall utilize the MSC for..."Training and qualification of all personnel performing MC&A functions." Under item 15 on the MSC Services an Interface Activities Table in Attachment J, MC&A is identified as a direct-funded activity with the Hanford Site contractors/users responsible for internal implementation costs. In regards to the training, does MSC direct charge the end user for this training and if so, can the Government provide the associated training cost?	MSC does not charge the end user of the training. The costs are paid directly by DOE.
14	Are we obliged to use the site services provided by the MSC? If we use them, how are costs computed?	Yes for mandatory services. Refer to section C.2.1.6.(c) and Attachment J.3. Costs are computed to recover expense. Cost recovery is based on cost allocation process with two bases: site-wide services and user-based services. Specific allocations of site-wide services are developed by a working group led by DOE.
15	Please clarify the interface management items that apply to the 222-S Contractor and their associated cost.	Due to operational variability, a specific forecast is not available. Please refer to the Hanford Site Services and Interface Requirements Matrix, Section J, Attachment J.3 and the historical data provided on the reference documents webpage.
16	How many hours does it take for base training of a new employee? How many hours of task-specific training is typically needed to perform an analytical procedure?	The time required for an employee to reach proficiency on a particular procedure varies depending on the individual's experience and aptitude. Radiological fume-hood qualification has typically taken 2-6 weeks for new employees. Instrument training can be upwards of a month of on-the-job training with a chemist depending on the instrument. See also DOE Order 426.2, Change 1, CRD <i>Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities</i> .

17	Will the Contractor be able to access the Hanford computer-based training record system to facilitate assuring employees are adequately trained on a daily basis prior to authorizing them to perform work?	Yes.
18	Please define specific training that is required for 222-S and whether it is able to be taken at the facility, or HAMMER, as well as the associated cost and duration of the classes.	<p>Unescorted access to the Administration Building requires HGET (Hanford General Employee Training, computer based). To work inside the RCA requires General Employee Radiological Training (computer based, no cost).</p> <p>Unescorted access to Hot Cell areas requires HGET, Rad Worker II, 222-S Lab Facility Orientation and FEHIC (computer based, no cost).</p> <p>Unescorted access to all other areas of the Lab requires HGET, Rad Worker II, 222-S FEHIC, 222-S Waste Handling Training (Computer-based, no cost).</p> <p>Select employees working with hazardous waste as specified by OSHA 1920-120(a)(1)(i-v) are required to complete HAZWOPR training (Hazardous Waste Operations and Response) Initial training is 40 hours and recertification is 24 hours.</p> <p>Additional information about training is provided in the reference documents.</p>
19	What are the costs of training purchased from the MSC?	The costs for training identified in Attachment J.3 as Direct Funded are paid directly by DOE at no charge to the Contractor. For training identified as a usage-based service, a specific forecast is not available due to operational variability. Please refer to the historical data provided in the document HAMMER FY12-14 Tuition Planner.

20	<p>Regarding maintenance that falls outside the 222-S Contractor's scope, please clarify who performs the maintenance and the priority process associated with that work?</p> <p>Since the 222-S Contractor must maintain a ready-to-serve posture, please clarify how priority conflicts are historically managed and resolved.</p>	<p>Almost all maintenance will fall outside of the LA&TS Contractor's scope of work. All maintenance issues are reported to the TOC. The TOC evaluates the issue and opts to either make repairs with their maintenance staff or request vendor support when necessary. Since the TOC is the primary customer of the LA&TS Contractor, maintenance concerns receive top priority for resolution. For scheduling, safety and health issues take priority over all else regardless of the customer. Beyond that, the work for site customers other than the TOC is such a small volume that running samples in conjunction with the TOC samples doesn't impact schedule significantly. Schedule adjustments may be negotiated with the TOC for one off or short term sample events from other site contractors.</p>
21	<p>Do hot cells and remote manipulators experience downtime? If so, what is the impact on Laboratory operations?</p>	<p>Hot cells and remote manipulators do experience downtime, but there is enough redundancy within the 222-S Laboratory that it is not expected to affect the Contractor's ability to meet customer requirements.</p>
22	<p>What is the TOC baseline with regard to new instrument purchases for the Lab? Are any new computers or equipment are in the purchase pipeline?</p>	<p>Over the 222-S Laboratory lifecycle, an estimated two to four instruments will need to be procured and installed every year simply to maintain capability. The current TOC baseline lasts through 2016 and has provisions for four instruments per year. No new computer equipment is currently planned for installation. However, the laboratory is in the process of upgrading systems to Windows 7. A number of the Contractor's computers are not Windows 7 compatible, are no longer supported by MSA services, and will be replaced at DOE's expense.</p>
23	<p>What if the instrument downtime affects the ability to meet hold times or turn-around times?</p>	<p>The Contractor may request authorization under Section C.2.2 <i>Surge Analytical Services (Labor Hour Scope)</i>.</p>
24	<p>If we are awarded the contract, may we install our company software/hardware/devices onto computers provided by DOE and connected to the Hanford Local Area Network?</p>	<p>All systems, applications, and software must be approved by the Systems Engineering Control Board (SECB) before it can be connected or installed on Hanford computer networks.</p>

25	Attachment J.3 Hanford Site Services and Interface Requirements Matrix, Interface number 94 does not list any services being provided to MSC, River Corridor Closure Contract or the WTP for Analytical Services or Reagents and Standards Lab services. Will that support, if any, be outside the Fixed Price scope and be considered Surge Analytical Services (Labor Hour Scope)?	It is not anticipated that MSC, River Corridor Closure Contract, or WTP will require 222-S services.
26	Is the current 222-S Contractor signatory to the Hanford Site Stabilization Agreement (HSSA) or is there a contractual requirement to adhere to the HSSA?	Employees currently working for the 222-S Contractor are not covered by the HSSA which applies to Building and Construction Trade workers only. Also, the 222-S Contract does not include a Contractual Clause requiring adherence to the HSSA because the Tank Operations Contractor is responsible for the maintenance and upkeep of the lab which may from time-to-time require work to be performed in accordance with the HSSA.
27	Who represents Union employees working for the current contractor?	Union employees currently working for the 222-S Contractor are represented by the Hanford Atomic Metal Trades Council (HAMTC). The current contractor has a Collective Bargaining Agreement with HAMTC.
28	Can you define the benefit plans that will be offered to the incumbent workforce?	Employees hired as Incumbents by of the contract will receive benefits through the following plans: Hanford Employee Welfare Trust (medical benefits) Hanford Site Savings Plan (defined contribution pension) Hanford Site Pension Plan (defined benefit pension)
29	Can you define the benefit plans that will be offered to the non-incumbent workforce?	The Contractor will establish benefit plans for non-incumbent workers that will allow the Contractor to attract and retain qualified employees necessary to complete the requirements of the contract. Costs associated with benefits for the non-incumbent workers will be part of the fixed price portion of the contract.
30	Will costs associated with the Hanford Employee Welfare Trust, the Hanford Site Savings Plan and the Hanford Site Pension Plan be reimbursed for the employees hired as incumbents?	Yes, costs associated with benefits for Incumbents, as defined by Section H.02(b) of the contract, will fall under the cost reimbursement CLIN.

31	Will separation costs in the event of a reduction in force be reimbursed to the contractor?	Separation costs for Incumbents, as defined by Section H.02(b) of the contract , will be reimbursed. Cost for non-incumbents, as defined by Section H.02(b) of the contract , will be part of the firm fixed price contract.
32	Is the contractor required to become a Sponsor to the Hanford Site Pension Plan, the Hanford Site Savings Plan and the Hanford Employee Welfare Trust?	If the contractor hires employees defined as Incumbents under the contract, the contractor must apply to and obtain sponsorship in the Hanford Employee Welfare Trust, the Hanford Site Savings Plan, and the Hanford Site Pension Plan.
33	Are there any potential impacts to my company once it becomes a Sponsor of the Hanford Site Savings Plan and the Hanford Site Pension Plan?	Once your company becomes a Sponsor to the HSPP and HSSP your company will be required to undergo annual ERISA nondiscrimination testing. If your company doesn't pass the ERISA nondiscrimination test, the costs to achieve compliance are not allowable under this Contract.
34	How does successorship affect the wages, pension, and benefits the new contractor will pay to employees?	The Contractor will be required to comply with the provisions of the Service Contract Act (Reference Clause I.50, FAR 52-222-41).
35	Will the new contractor be required to recognize the same Collective Bargaining Agreement (CBA) in place between the current 222-S Contractor and the Hanford Atomic Metal Trades Council (HAMTC)?	If the new Contractor is considered a successor in accordance with Labor Law, they will be required to recognize HAMTC as the exclusive representative for HAMTC represented employees hired by the new contractor and will negotiate a new CBA. The successor contractor is not required to use the CBA that was negotiated with the predecessor contractor.
36	If the new Contractor is a successor from a Labor Law perspective, does Section 4(c) of the Service Contract Act apply?	Yes, the new Contractor is required to comply with the entirety of the Service Contract Act (Reference Clause I.50, 52.222-41).
37	Attachment J.3 – Numerous places throughout this attachment it is stated that the Contractor bears the ‘internal implementation costs’. Where should the 222-S Offerors include these costs (e.g., are these to be included in the fixed price portion of its pricing)?	Yes.
38	Attachment J.3, Interface Number 33 – How is this Interface Number changed by the recent announcement of the planned closure of WSCF?	The next issuance of the J.3 Interface Matrix should have Interface Number 33 removed.

39	Attachment J.4 – What is the envisioned role of the 222-S contractor with the implementation of and compliance to the RCRA Part B permit once it is approved by WDOE?	See last paragraph of Section C.2.1.2.
40	Are all employees covered by the Executive Order 13495?	Executive Order 13495 applies only to Service Contract Act covered employees regardless of the type of employee (represented or non-represented employees; Incumbent or Non-Incumbent employees as defined in the Contract).
41	How does the new contractor obtain a list of names of all service employees working with the predecessor contractor and their anniversary dates?	In accordance with Clause I.43, FAR 52.22-17, the predecessor contractor will provide information to the Contracting Officer who in turn will provide the list to the new contractor.
42	Criteria 2 and 4 of Volume 2 both request Attachment L-3. Please clarify whether these are to be provided twice in each copy of volume 2 or whether they should only be provided once. If once, where would DOE like it to be presented?	In accordance with section L.33 Criterion 2 and Criterion 4, one Attachment L-3 Past Performance and Relevant Experience Information Form shall be submitted per referenced contract or project. As mentioned in the Attachment L-3 instructions (second page), past performance information is to be provided in item #14 and relevant experience information is to be provided in item #13.
43	Section L.34 (e) & (g) / Section B.02 (page B-6 Price Schedule Notes)- Firm Fixed Price & Work Surges Should overtime be included in the fixed price or work surges area? What is the definition of “Work Surges”? Should the rates used for work surges be calculated as OT rates or regular rates?	No change. Fixed price includes normal Lab operations, work surges are defined in Section C.

44	<p>The estimating assumptions presented in the draft RFP's page L-22 state that three new analytical methods will need to be developed per year and that other methods will need to be developed for new instruments purchased by the laboratory. To estimate the costs of this activity, please provide all new methods developed during the past three to five years. Also, please provide a list of new equipment to be purchased during the next five years that will require method development.</p>	<p>See the reference document, Instrument Procurement.</p>
45	<p>The draft RFP states on page L-22 that 3200 samples are in the archive and that 100 will be added each year. Additional information required includes: (1) the square footage needed to store the 3,200 samples and whether that space is all within the hot cells, (2) the radiological content and potential dose from the samples, (3) how old the samples are, (4) how frequently samples are removed for disposal, (5) what activities other than an annual audit concerning the samples is required, (6) whether only HAMTC employees are to handle the archived samples, and (7) what the average size of a sample is.</p>	<p>In response to this comment, a document entitled ATS-310, Section 1.15, <i>Archive Area</i> has been added to the reference documents detailing sample archive management. Sample types range from no or low activity samples up to high activity tank waste and are stored accordingly in various locations within the facility. Some samples may be more than a decade old and a request for sample disposal is sent to customers annually. Currently a dedicated sample archive facility attached to the 11A hot cell area is in the planning stages, with construction envisioned sometime during the LA&TS contract period.</p>
46	<p>In the table under Section L.34 item (g) the number of monthly samples seems to have diminished significantly from 2012 to 2013. Do you expect that this trend will continue in future years?</p>	<p>Table L.34-1 may reflect some residual ARRA funding in 2012. Also, an inner liner of a double shell tank failed in 2012 prompting additional sampling. There were several hardware failures in the tank farms which limited sampling events in 2013. The difference in numbers between the two years is likely normal variability in sampling activity from one year to the next. There is no expectation that there will be a downward trend in sample or analyses numbers over the course of this contract.</p>

47	<p>L.34 Award Fee (h) Proposed for RFP 2.5% seems low for a high risk and complex operation. (as a reference point: Other Hanford Primes:</p> <ul style="list-style-type: none"> ▪ CHPRC 4.2% ▪ WRPS 4.9% ▪ MSA 7.6% <p>Comment: The fee available on this RFP is significantly lower than the percentage of fee on the other Hanford prime contracts. To compensate for the difference, additional profit would have to be included in the fixed price amount. Are we safe to assume this would be a consistent method that all bidders will take?</p>	<p>In accordance with section L.34(e), the Offeror shall propose a firm fixed price, including normal profit, for Laboratory Operations (CLINs 00002, 00006, 00010, and 00014). Additionally, in accordance with section L.34(h), the Offeror shall propose an Award Fee of 2.5% of the Laboratory Operations CLINS (CLINs 00002, 00006, 00010, and 00014) that are performed on a fixed price basis..</p>
48	<p>Are costs associated with non-incumbent benefits reimbursed to the contractor?</p>	<p>No, costs reimbursed to the contractor will be for the Incumbents, as defined by the contract, participating in the Hanford Employee Welfare Trust, the Hanford Site Savings Plan and the Hanford Site Pension Plan. Costs for corporate benefit plans for Non-Incumbents, as defined by the contract, will be part of the firm fixed price portion of the contract.</p>