

**DEPARTMENT OF ENERGY  
NATIONAL NUCLEAR SECURITY ADMINISTRATION  
Management and Operation of the Pantex Plant  
Request for Proposal (RFP) No. 89233222RNA000004**

**RFP Questions & Answers**

Answers to relevant questions received in response to the subject NNSA RFP are included below. NNSA has attempted to group questions by relevant RFP section. Some questions submitted by prospective Offerors related to multiple topics; accordingly, prospective Offerors should carefully read all responses in this document and not simply rely on RFP section headings. Finally, please note the answers are provided for the convenience of Offerors, and the final RFP and any amendments take precedence over the answers provided herein.

**Sections B – H – Part I Schedule**

**1. Section B-2 (c) and (d), CONTRACT TYPE AND VALUE, Page Section B – H Pages 2 - 6.**

**Issue.** These subsections fix the fee base exclusions at 15% for CLIN 0002 and CLIN 0003. However, the nature of CLIN 0002 and CLIN 0003 work differs. CLIN 0003 work includes far fewer of the fee base exclusions set forth in DEAR 970.1504-1-7 clause. For example, CLIN 0003 SPP work may have minimal special equipment, subcontractor, or major contractor procurements. Application of the exclusion percentage in the same manner to these two dissimilar CLINs seems misplaced.

**Recommendation.** Please consider revising the language to have the fee base exclusion percent reviewed and adjustable as option years are extended, in order to ensure exclusion amount reflects the type of work and current state of business.

**Answer: The Government has considered the feedback provided; however, NNSA has determined the language in B-2(c) and B-2(d) will remain as written.**

**2. RFP Volume III, Section B-2(d) Page 5: CLIN 0003 fee formula: The CLIN 0003 (Strategic Partnership Projects (SPP) -- Section J, Appendix A Statement of Work) annual FF shall be established unilaterally by NNSA prior to commencement of each applicable Contract Period. The FF is the product of the fee base multiplied by the **FF Portion%** **Proposed**. The fee base shall be calculated using the following formula:**

$$((\text{CLIN 0003 Estimated Budget}) \times (1 - 0.15)) / (1 + \text{FF Portion\% Proposed})$$

Proposed FF% of successful Offeror will be inserted at contract award.

Comment: The changes made in the Final RFP with respect to the CLIN 0003 Fee calculation appear to be in error. There is no “Portion” of the CLIN 0003 work scope (as reduced by 15%) that is not fixed fee with respect to the SPP. It would seem the correct parameter to use would be “**FF% Proposed**” and the formula would be—

$$((\text{CLIN 0003 Estimated Budget}) * (1 - 0.15)) * \text{FF \% Proposed}$$

Are we correct in this interpretation, if not, will NNSA please clarify what is to be proposed as FF Portion% Proposed that will lead to the proper calculation of a fee percentage as a function of Estimated Budget.

**Answer: The RFP has been updated to clarify it is the Fixed Fee percentage proposed for CLIN 0003.**

3. **Reference: Section B-3 (iv)** - *The fee restriction above does not apply to Team Members that are: (iv) competitively awarded subcontracts for commercial items as defined in FAR Subpart 2.1.*

**Question:** Would the NNSA consider changing Section B-3 (iv) to read as follows? “(iv) subcontractors providing “commercial products” and/or “commercial services” as defined in FAR 2.101, Definitions, if the subcontract price is fair and reasonable.”

**Rationale:** The proposed language is consistent with recent DOE M&O RFPs (e.g. Portsmouth Decontamination and Decommissioning, Waste Isolation Pilot Plant, Hanford Integrated Tank Disposition) and would allow M&O JVs to integrate specialized commercial services providers – that offer services on a fixed price basis – and their distinctive offerings into their respective proposal responses, so long as they are confident that the commercial pricing can be found to be fair and reasonable by the responsible NNSA Contracting Officer. NNSA would directly benefit from increased differentiation between offers and innovative approaches, assets and know-how that such service providers can bring to the Nuclear Security Enterprise.

**Answer: The Government has considered the feedback provided; however, NNSA has determined the language in B-3 will remain as written.**

4. **Reference: Section B-3**

**Question:** Would the NNSA consider adding a fifth exemption to Section B-3 as subsection (v) to read as follows: “purchases of commercial products and/or commercial services from pre-established Federal Supply Schedules, in accordance with FAR 52.251-1.”

**Rationale:** The proposed language would clarify the awarded offeror’s ability to purchase from Federal Supply Schedules, including the GSA multiple Award Schedule, in support of delivering NNSA mission requirements. The pricing on these schedule has been found fair and reasonable by the awarding entity. Given that these schedules include pre-negotiated, fully-burdened pricing it would not be possible for the offeror to allocate a proportion of the fee pool to Team Members or subcontractors providing services or supplies from their Federal Supply Schedules.

**Answer: The Government has considered the feedback provided; however, NNSA has determined the language in B-3 will remain as written.**

5. **Section B-7, CAPITAL CONSTRUCTION PROJECTS FEE PLAN, Section B – H, Page 9.**

**Issue:** Under this provision, DOE retains the right to unilaterally determine construction contract structure in the event of impasse. This could include unilaterally imposing a fixed fee arrangement in a situation of where risk management is a critical consideration. Other RFP sections provide for bilateral, collaborative, and mutual good faith negotiation.

**Recommendation:** Construction CLIN structure should be negotiated bilaterally, or if agreement cannot be reached, revert to the CLIN 002 management and operating cost-plus award fee/fixed fee structure which more equitably shares risk. Also, Section H-27 Alternative Dispute Resolution, provides mechanisms that support reaching agreement without resorting to unilateral direction of a high-risk CLIN structure. We respectfully request deletion of the last sentence of Section B-7 since it is unnecessary and contradicts H-27 *“In the event the Parties cannot come to agreement on the Fee Plan for any Sub-CLIN, the DOE/NNSA reserves the unilateral right to make the final decision, including changes thereto, on all Sub-CLIN contract structures, fee structures, performance objectives, goals, and measures and the methodology used to evaluate Contractor performance.”*.

**Answer: The Government has considered the feedback provided; however, NNSA has determined the language in B-7 will remain as written.**

6. **Section F-4** states “The work under this contract is to be carried out at a variety of locations within and outside the United States, with a principal location of performance being at the Pantex plant near Amarillo Texas.” Please clarify what locations outside the United States may be locations for activities to be carried out.

**Answer: The primary locations outside the United States include the United Kingdom as part of the US/UK Mutual Defense Agreements/ Joint Operations Weapons Operations Group (JOWOG); various locations as needed as the enterprise lead for packaging, supporting the NNSA Nuclear/Radiological Incident Response Program; and various locations as needed supporting nuclear non-proliferation efforts.**

7. **RFP Vol. III, Section F-7(a), Transition Plan Approval, Section B-H, Page No. 18:** NNSA states “The Contractor shall provide, for approval by the Contracting Officer, a Transition Plan within 10 calendar days after the start of the Transition Period. The Transition Period is specified in Section F, Clause F-3, Period of Performance.” Section F-3(1) indicates that the Transition Period of Performance is four months beginning on the Notice to Proceed date issued by the CO. Section J, Appendix J Transition Plan states “The proposed transition activities and schedule will be finalized with the Contractor and approved by the Contracting Officer prior to commencement of the Transition Plan activities.” Additionally, the answer to Question #76 in the Draft RFP Q&As indicated that NNSA will hold a Post Award Conference shortly after the notice to proceed (NTP), which will start the successful offeror’s transition period. At this time, the successful offeror will be able to incur transition costs. Activities associated with the successful Offeror’s Transition Plan will not commence until said plan is approved by the Contracting Officer.”

**Question:** Please confirm that the four-month period of performance for transition is intended to include the NNSA Post Award Conference and Transition Plan review and approval timeframe, followed by execution of the transition plan through receipt of written notification from the Contracting Officer that the transition activities are considered complete.

**Answer:** Yes, the four-month period of performance for transition includes the NNSA Post Award Conference and Transition Plan review and approval timeframe, followed by execution of the transition plan through receipt of written notification from the Contracting Officer that the transition activities are considered complete.

8. **RFP Vol. I, Section H, Clause H-13 Clause Updates and Implementation Section to FAR Clauses, Page No. 29–30:** Clause H-13 states “that the Contracting Officer may, from time to time and at any time, unilaterally modify the Contract to revise, add or delete Section H clauses, and FAR and DEAR clauses due to changes in the law or regulations or policy resulting from the approval of new deviations.”

Recognizing that, by definition, the addition, revision, or deletion of H clauses and FAR and DEAR clauses would modify the terms of the contract, this clause is inconsistent with the provisions of FAR 43.103, which states that bilateral modifications are to be used for “modifying the terms of contracts.”

Clause H-13 is also inconsistent with the provisions of DEAR 970.5204-2, which clearly establishes the means by which the Contracting Officer is to add, modify, or delete the terms of a contract. Specifically, paragraph (b) of DEAR 970.5204-2 states that when proposing to amend a contract to add, modify or delete specific contractual provisions, the Contractor is to be afforded the opportunity to “assess the effect of the proposed amendment on contract cost and funding, technical performance, and schedule; and to identify any potential inconsistencies” between the proposed amendment and other terms and conditions of the contract. DEAR 970.5204-2 further states that based on the Contractor’s assessment of the impact of the proposed amendment, the Contracting Officer shall determine if it is appropriate to proceed with the amendment and, if so, “the Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule...” (emphasis added).

**Question:** Based on the above, would NNSA consider deleting Clause H-13 in favor of the prescriptive guidance already provided in the FAR and the DEAR for the issuance of contract modifications that modify the terms of the contract?

**Answer:** The Government has considered the feedback provided; however, NNSA has determined the language in H-13 will remain as written.

9. **RFP Vol. I, Section H-15 NNSA Prime Contracts, Parts (a)(4) Page No. 32 – 33 and H-18 Construction Projects, Part (d) Page No. 36.** Sections H-15(a)(4) and H-18(d) establish that the Contractor shall not commit or permit any act or omission which interferes with work performance by any other contractor and/or by government employees, and the Contractor is liable for any added costs resulting from such acts or

omissions (such as delay costs) whether such costs are incurred by the Government or another DOE/NNSA Contractor. Further, in its Draft RFP Q&A response #29, the Government states it is not going to undertake an analysis of whether the Contractor intended to interfere, nor is the Government going to limit the applicability of the clause to those circumstances where the Contractor acts or fails to act in accordance with NNSA-provided strategy or performance direction. This creates a potentially limitless financial liability.

**Question:** Will NNSA please reconsider limiting contractor liability under this clause to be consistent with the standard provisions of DEAR 952.231-71 Insurance-litigation and claims, and FAR 52.245-1 Government Property, which require, in order to determine contractor liability, establishing the acts or omissions resulted from willful misconduct; lack of good faith; or failure to exercise prudent business judgment on the part of the contractor's managerial personnel. For precedence, I- 25 DEAR 970.5215-3 also contains a cap on liability.

**Answer: The Government has considered the feedback provided; however, NNSA has determined the language in H-15 will remain as written.**

10. **Clause H-15, NNSA Prime Contracts.** With respect to draft RFP question and answer 30, acknowledging that FAR 31.201-2(a)(4) includes contract terms in the determination of allowability, absent a deviation, such terms cannot conflict with FAR and DEAR terms. FAR 52.246-5, Inspection of Services – Cost-Reimbursement, which is a mandatory clause, is incorporated into the Contract in full text at Section E and by reference at Section I. That clause specifies that Contractors are not responsible for the costs of added performance associated with noncompliant performance. As such, we reiterate our request that, in the event of noncompliance with this provision, NNSA pursue a remedy other than the disallowance of costs.

**Answer: The Government has considered the feedback provided; however, NNSA has determined the language in H-15 will remain as written.**

11. **RFP Sec. H.17(c), PARENT ORGANIZATION(S)KEY PERSONNEL EMPLOYER, Section B – H, Page 33:** “Indirect burden allocated to the labor of a Parent Organization utilized employee shall be limited to those indirect costs the employee’s labor would otherwise have been allocated, and in no case shall the costs exceed the cost of what the Contractor would pay if the loaned employee were a Contractor employee. For example, if the employee performs G&A functions for the Parent Organization, the reimbursable indirect burden while performing work under the M&O contract shall be limited to those indirect costs allocable to G&A functions.” The wording of this clause risks impairing mission objectives by limiting the Contractor’s ability to recover cost for support provided by parent organizations. As a business matter, parent organizations would be less likely to assign a subject matter expert in high demand across the complex to a site where indirect costs cannot be fully recovered. As well, the language fails to reflect the differences in indirect cost structures between the Contractor and its parent organizations, which will complicate the task of accurately forecasting, tracking, and reporting the cost of loaned employees. We ask that the Government consider removing this language or replacing it with, “Indirect burdens

allocated to the labor of Parent Organization utilized employees shall be agreed with the Contracting Officer as part of the Parent Organization Plan.”

**Answer: The Government has considered the feedback provided; however, NNSA has determined the language in H-17(c) will remain as written. Please note the clause allows for the indirect burden that the loaned employee is currently receiving from the parent organization as long as it does not exceed the cost of what the Contractor would pay if the loaned employee were a Contractor employee.**

12. **Clause H-18, Construction Projects.** With respect to draft RFP question and answer 41, we appreciate NNSA’s modification to add CLIN 0002 in addition to CLIN 0004, however, it remains limited to Capital Construction Projects. Our point is that the process available, should mutuality not be reached, should apply to all construction adders, not just Capital Construction Projects. We request that NNSA make a further modification to capture this.

**Answer: The Government has considered the feedback provided; however, NNSA has determined the language in H-18 will remain as written.**

13. **RFP Sec. H.26(b), ITEMS OF UNALLOWABLE COSTS, Section B – H, Page 33:** “(2) Home office expenses, whether direct or indirect, relating to activities of the Contractor, except as otherwise specifically provided in the Contract or specifically agreed to in writing by the Contracting Officer.” We ask that the Government consider replacing “activities of the Contractor” with “activities of the entity awarded the contract” to clarify that “Contractor” refers to the offeror and not its parent organizations and thereby avoid any confusion during administration of the prime contract.

**Answer: The Government has considered the feedback provided; however, NNSA has determined the language in H-26(b) will remain as written. Please note Contractor is a term used throughout the RFP.**

14. **Section H-35 (a), REPLACEMENT OF KEY PERSONNEL UNDER SERVICE AGREEMENT, Section B-H, Page 46 - 47. Section L, Attachment G, LETTER OF COMMITMENT, Page 1.**

**Issue.** The RFP provides that if Key Personnel leave their position before three years after the first day of the Contract Base Period, for reasons under the Contractor’s control, the Contractor is subject to liquidated damages equivalent to three years of fully burdened annual salary and relocation costs. Without proration for the time the individual fulfilled the Key Position, the unallowable amount is not proportionate to the actual damages the government would experience. This gives the appearance of an unenforceable penalty as opposed to a compensatory mechanism. Further the individual would have performed in the position, providing leadership and execution of contract scope for which the government received value. It would be inequitable to refuse to allow costs for value received under the contract.  
**Recommendation.** NNSA change this provision to prorate for the time served in the Key Position.

**Answer: The Government has considered the feedback provided; however, NNSA**

**has determined the language in H-35(a) will remain as written.**

- 15. RFP Volume III, Section G.8(b) and Section L-11(a), Section B-H Page 24, Section L Page 18; Deadline for Transition invoices:** RFP Section G.8 (b) states, "For the purposes of the

Transition Period, FAR 52.216-7, as supplemented by DEAR 952.216-7, is incorporated by reference, and the Contractor shall invoice for work performed in accordance with FAR 52.216-7 and DEAR 952.216-7, and as directed by the Contracting Officer following the procedures at paragraph (a) of this clause. The final invoice shall be submitted within **60 days** after the end of transition period." -and-

RFP Section L-11 (a) states, "....All relocation related costs/expenses for the proposed Key Personnel shall be funded by the transition **CLIN regardless of when those costs/expenses are incurred.**"

Question: Final allowable Relocation costs related to house hunting, selling and buying closing costs, moving expenses and temporary storage, etc., typically occur later in the relocation process and takes up to 10-12 months to cycle thru accounting systems. Will the customer consider amending the deadline (e.g., eliminate the deadline) for submitting Final Transition related Relocation Costs so that they may be invoiced under CLIN 0001 "regardless of when those costs/expenses are incurred"?

**Answer: NNSA has updated G-8 (b) to specify that relocation costs of initial proposed Key Personnel must be invoiced within one year after the end of the transition period.**

- 16. RFP Vol. III, Section G-8(b), Invoicing for Transition, Page No. Section B-H, Page No. 24:** This section states that the final invoice for Transition (i.e., CLIN 0001) shall be submitted within 60 days after the end of the Transition period. Section B-1 indicates that all relocation related costs/expenses for the proposed Key Personnel team shall be funded only by CLIN 0001 Transition Period regardless of when those costs/expenses are incurred. Section L—11(a) Transition Price states: "Only actual allowable costs of will be reimbursable under this CLIN. All relocation related costs/expenses for the proposed Key Personnel shall be funded by the transition CLIN regardless of when those costs/expenses are incurred." Due to the nature of allowable relocation costs (i.e., closing costs incident to the disposition of the actual residence owned by the employee when notified of the transfer, expenses incidental to acquiring a home in the new work location, moving expenses) it is possible that not all relocation costs for key personnel will be incurred within 60 days of transition (thus not included on an invoice to NNSA within the required time period).

**Question:** Please confirm how the contractor will be reimbursed for relocation expenses planned as part of the cost estimate for CLIN 0001 when those costs are not incurred in time to submit within 60 days of the end of the Transition period.

**Answer: NNSA has updated G-8 (b) to specify that relocation costs of initial proposed Key Personnel must be invoiced within one year after the end of the transition period.**

## **Section I – Part II Contract Clauses – N/A**

## **Section J, Appendix A – Statement of Work**

17. **Section J, Appendix A, Page 3 (Statement of Work).** “This statement of work (SOW) includes four Contract Line-Item Numbers (CLINs). CLIN 0001 covers Contract transition.” Contract Transition is no longer discussed in the SOW other than the reference as CLIN 0001. PPIFs require a discussion of the entire SOW. Is transition considered a component of the SOW that should be discussed as part of the PPIF? (Workforce transition was previously a component of the Chapter III, Human Resources)

**Answer: Offerors shall complete the PPIFs referencing the current Section J, Appendix A, SOW as written.**

## **Section J, Appendix S – Human Resources**

18. **RFP Vol. 1, Section J, Appendix S “Human Resources”, 4.1 Establishment of New Benefit Plans and/or Changes to Existing Benefit Plans, paragraphs 4.1.5.5 and 4.1.5.6, Page No. 9–10:** Paragraph 4.1.5.5 of Section J, Appendix S states that M&O Contractor defined benefit plans that are closed to new entrants are not to be included when conducting the contractually required Benefit Value Study for non-bargaining and bargaining unit employees. Paragraph 4.1.5.6 of Section J, Appendix S further states that an Employee Benefits Cost Study Comparison is also to be completed annually but it does not include guidance related to the treatment of costs emanating from M&O Contractor defined benefit plans that are closed to new entrants.

**Question:** To facilitate an accurate and consistent assessment of employee benefit offerings, can NNSA amend Section J, Appendix S to state that both the Benefit Value Study and the Employee Benefits Cost Study Comparison are conducted in a manner that does not consider the cost of defined benefit plans that are closed to new entrants?

**Answer: The Government has considered the feedback provided and the language in RFP Section J, Appendix S “Human Resources” Section 4.1.5.6, has been revised.**

## **Section K - Part IV Reps Certs and Other Statements of the Offeror**

19. **RFP Volume I and II, Section K-15 and Section L-10(b), Section K Page 19, Section L Page 12, Section L Attachment C Page 13, and Section L Attachment G Page 1:** Are e-signatures permitted for proposal documents (e.g., Volume I inputs, resumes, letters of commitments)?

**Answer: Yes, electronic signatures are permitted.**

## **Section L – Instructions, Conditions, and Notices to Offeror**

20. **RFP Vols. I–III, Section/Part L-8(b), Solicitation Questions/Reading Room**



**Information, Page No. 5; Question:** In order for teams to perform adequate due diligence on information provided in the reading room, will NNSA please extend the Question & Answer period.

**Answer:** NNSA has extended the question due date to September 12, 2023. Section L-8(b) has been updated accordingly.

21. **RFP Sec. L-8(b), Solicitation Questions/Reading Room Information.** Would the Government please post inventories of asbestos-containing material (ACM) by building, records of amounts of ACM encountered and/or abated in the last 5-10 years, and plans for any D&D, renovations, maintenance, or other activities that would require asbestos abatement?

**Answer:**

**Inventories of asbestos-containing material (ACM) by building:**

All asbestos samples (bulk and air) are recorded in a sample management database (SHEMIS) and can be reviewed by facility. Additionally, Pantex Industrial Hygiene is currently working on creating a new asbestos containing material building inventory that will be organized by facility. The effort includes revisiting each facility and sampling as necessary to ensure accuracy. At the end of FY23 the inventory will be approximately 30% complete for buildings built before 1980. This would be a significant amount of data and it would not be practical to post this information to the reading room. Pantex has a robust Industrial Hygiene and Environmental Compliance program that safely and effectively manages control of ACM.

**Records of amounts of ACM encountered and/or abated over the last 5-10 years:**

This information is captured in the annual and specific project notifications sent to the State of Texas and is managed by the Pantex Environmental Compliance organization. These are submitted to meet the National Emission Standards for Hazardous Air Pollutants (NESHAP) notification requirement. It would not be practical to post this data to the reading room.

**Plans for any D&D, renovations, maintenance, or other activities that would require asbestos abatement:**

Pantex has a large portfolio of minor construction projects, renovations and D&D that is ongoing and will continue through 2030. It is expected there will be significant asbestos abatement efforts in support of these projects in addition to necessary abatement associated with maintenance and other facility modifications. All asbestos work is planned and approved by accredited asbestos project designers. The document used for work planning will change depending on which group is performing the work. For example, Infrastructure performs asbestos abatement using specific asbestos work orders reviewed and approved by Industrial Hygiene. Plant Direct Hire workforce and Subcontractors submit asbestos abatement plans for approval by Industrial Hygiene which they then follow. It would not be practical to post all of this information to the reading room.

22. **RFP Vol. II, Section L-10(b)1, Title: Proposal Preparation Instructions-Volume II, Technical and Management Information/Criterion 2: Key Personnel Team and Oral**

**Presentation, Page No. 11:** This subsection requires that “The Offeror shall describe the individual roles, responsibilities, and lines of authority for Key Personnel *and Managers that report directly to any Key Person*” [emphasis added]. In an organization as complex as the one managing Pantex, there could be 30 or more managers reporting to key positions. Assuming that an adequate description could be provided in four lines of text, a compliant response to this requirement would occupy three pages of text, or 10% of the total allowed for the Technical and Management response. Even in a smaller font in a table, it would require more than two pages.

**Question:** Would NNSA consider one of the following options: (1) eliminating this requirement, or (2) allowing additional pages for Criterion 2 in an amended RFP? Alternatively, could Offerors provide the desired information by listing major scopes of work areas on the organization chart under these subordinate managerial positions?

**Answer:** The Government has considered this request, however, NNSA has determined the Volume II page limitation will remain unchanged.

23. **RFP Vol. II, Section L-10(b)1, Title: Proposal Preparation Instructions-Volume II, Technical and Management Information/Criterion 2: Key Personnel Team and Oral Presentation, Page No. 11:** This subsection requires that “The Offeror shall describe the individual roles, responsibilities, and lines of authority for Key Personnel and Managers that report directly to any Key Person.”

**Question:** Lines of authority can be clearly depicted through multilevel reporting structures shown on an organization chart. Would such depiction adequately provide the description NNSA is seeking in this section?

**Answer:** Offerors must decide how best to convey the required information within the limitations set forth in the solicitation. The Government will not speculate as to the adequacy of a yet-to-be submitted organization chart in meeting solicitation requirements.

24. **RFP Vol. II, Section L-10(b)1, Title: Proposal Preparation Instructions-Volume II, Technical and Management Information/Criterion 2: Key Personnel Team and Oral Presentation, Pages No. 11–12:** The RFP instruction requires that “The Offeror shall submit written resumes addressing the elements described below, for all Key Personnel,” followed by the Resume Elements table on the following page.

**Question:** Please affirm that this requirement is satisfied by the inclusion of all elements and that the table on Page 12 is not to be considered a mandated format for display of the required information.

**Answer:** The Government confirms the interpretation is correct.

25. **RFP Vol. II, Section L-10(b)2, Title: Proposal Preparation Instructions-Volume II, Technical and Management Information/Criterion 2: Key Personnel Team and Oral Presentation, Page No. 11–12, and Section L, Attachment G – Letter of Commitment,**

**Page 1.** The Resume Elements table in Sect. L-10(b)2 requires the inclusion of the statement “By submission of this information, the Key Person and Offeror authorize DOE/NNSA to contact references, previous employers, and other sources.”

**Question:** Please consider including this statement as the second sentence in the signed Att. G Letter of Commitment adjacent to similar required Key Personnel statements. Moving it from the resume and including it in the signed commitment letter would conserve scorable resume space and eliminate signature duplication.

**Answer:** The Government has considered this request, however, NNSA has determined the signature and statement will remain required resume elements.

26. **RFP Vol. II, Section/Part L.10(b)3.(v), Title: Proposal Preparation Instructions- Volume II, Technical and Management Information/Criterion 2: Key Personnel Team and Oral Presentation/Oral Presentation/Oral Presentation Format, Pages No. 13–14:** This subsection of the RFP delineates the details for the oral presentation.

**Question:** Will NNSA please provide an Agenda for the Oral Presentations that outlines the number and duration of the technical/managerial problems broken down by time to solve and time to present for each problem, i.e., Tentative Agenda to include Segment, Time Duration, and Description? Such information is critical to allow Offerors and their Key Personnel to appropriately prepare for Oral Presentations.

**Answer:** NNSA will notify each Offeror of the date, time, schedule, location, and other instructions related to its oral presentation at least two weeks in advance of the oral presentation date.

27. **RFP Section: L-10, (b), 3, (v) Oral Presentation Format Page: Section L, Page 13**

**Question:** Please clarify the number of problems/scenarios and the approximate duration of each problem/scenario that will be provided by the Government at Oral Presentations.

**Answer:** See Answer #25.

28. **RFP Vol. I, Section L-11 Proposal Preparation Instructions – Volume III, Cost Information, Part (a) Transition Price, Page No. 18.** This section seemingly instructs offerors to propose the not-to-exceed amount of \$13,000,000 for its Transition Price CLIN: “Transition Price (CLIN 0001 – Cost-Reimbursement No Fee): The Offeror shall use the Government baselined amount provided in Section L, Attachment H – Price and Fee Spreadsheet, “CLIN 0001 Transition Period” Excel tab to for its proposed Transition Price.” Section M states that the total evaluated price will include: “the Government’s baselined not-to-exceed Transition Price.”

**Question:** Please confirm that the RFP requires all offerors to propose \$13,000,000 for the Transition Price CLIN and the Agency to use a Transition Price of \$13,000,000 when calculating each offeror’s total evaluated price.

**Answer: Yes, Offerors shall use the Government baselined amount of \$13,000,000 for CLIN 0001 Transition Period.**

29. RFP Sec. L-11(b), Fee for Management and Operating of Pantex (CLIN 0002 –Fee), Section L, Page 18. “The Offeror may propose a portion of the [Total Available Fee (TAF)] as Fixed Fee. Fixed Fee shall not exceed 15% of the proposed TAF.” Would the Government consider increasing this percentage to 25% of the proposed TAF? This would more closely align with the recommendations made by the *Enhanced Mission Delivery Initiative* and enable offerors to develop more robust community commitment plans that make use of the expanded fixed fee pool.

**Answer: NNSA’s determination of the Fixed Fee ceiling is consistent with the requirements of DEAR 970.1504-1-6. NNSA determined the current fixed fee and award fee maximums provide a balance of fee stability and performance incentive for the prospective award.**

30. Section L-11 (b), Fee for Management and Operating of Pantex (CLIN 0002 -Fee), Section L, Page 18.

**Issue.** This provision caps Fixed Fee at 15% of the Total Award Fee, which cannot exceed 3.25% of the fee base. Section I-31 and the Draft RFP Questions & Answers numbers 10 and 11 deny provisional Award Fee drawdown. Answer 11 cites Section B-3(e)(1)(i)’s allowance of monthly pro rate Fixed Fee as partial justification of the denial.

**Recommendation.** In order to mitigate the negative impact to cash flow consequent to denial of provisional Award Fee drawdown, we request that the Fixed Fee cap be increased.

**Answer: Minimal capital is expected from contractors in performance of the contemplated contract and the payment of fixed fee provided through DEAR 970.5232-2, subject to the conditions of DEAR 970.5215-3, is anticipated to sufficiently offset the capital required.**

31. Section L-11 (c), Fee for Strategic Partnership Projects (CLIN 0003 – Fixed Fee), Section L, Page 18.

**Issue.** This section provides that the proposed Fixed Fee rate for SPP shall not exceed 2.5%. However, the risks related to the type of work to be performed under CLIN 0003 justifies a similar fee to that of CLIN 0002.

**Recommendation.** NNSA raise the CLIN 0003 Fee for SPP to be equal to or slightly higher than Award/Fix Fee, up to 3.50%.

**Answer: NNSA appreciates industry perspective relative to fee, but with 2.5% already exceeding the average across NNSA’s existing M&O contracts coupled with the fact that SPP work is anticipated to remain insignificant compared to CLIN 0002 effort, no adjustments to the RFP are considered necessary.**

#### **Sec L – Attachment C – Instructions for Small Business Subcontracting Plan**

32. RFP Vol. I, Section L, Attachment C, Title: Instructions for Small Business

**Subcontracting Plan, Page No. 4 :** This section establishes the template to use for the Small Business Subcontracting Plan; **Question:** For the table for Option Period 1 (Years 6-10), should the first column heading read “Option Period 1” rather than “Option Year 1?”

**Answer: Yes, NNSA has updated Section L, Attachment C – Instructions for Small Business Subcontracting.**

33. **RFP Vol. I, Section L, Attachment C, Title: Instructions for Small Business Subcontracting Plan, Page No. 5 :** This section establishes the template to use for the Small Business Subcontracting Plan; **Question:** For the table for Option Period 2 (Years 11-15), should the first column heading read “Option Period 2” rather than “Option Year 2?”

**Answer: Yes, NNSA has updated Section L, Attachment C – Instructions for Small Business Subcontracting.**

34. **RFP Vol. I, Section L, Attachment C, Title: Instructions for Small Business Subcontracting Plan, Page No. 5 :** This section establishes the template to use for the Small Business Subcontracting Plan; **Question:** For the table for Option Period 3 (Years 16-20), should the first column heading read “Option Period 3” rather than “Option Year 3?”

**Answer: Yes, NNSA has updated Section L, Attachment C – Instructions for Small Business Subcontracting.**

35. **RFP Vol. I, Section L, Attachment C, Title: Instructions for Small Business Subcontracting Plan, Page No. 6 :** This section establishes the template to use for the Small Business Subcontracting Plan; **Question:** For the table for Subtotal, All Option Periods, should the first column heading read “Subtotal, All Option Periods” rather than “Base Period Total?”

**Answer: Yes, NNSA has updated Section L, Attachment C – Instructions for Small Business Subcontracting.**

36. **RFP Vol. I, Section L, Attachment C, Title: Instructions for Small Business Subcontracting Plan, Page No. 6 :** This section establishes the template to use for the Small Business Subcontracting Plan; **Question:** For the table for Base and Option Periods Combined, should the first column heading read “Base and Option Periods Combined” vs. “Base Period Total?”

**Answer: Yes, NNSA has updated Section L, Attachment C – Instructions for Small Business Subcontracting.**

37. **RFP Vol. I, Section L, Attachment C, Title: Instructions for Small Business Subcontracting Plan, Page No. 6 :** This section establishes the template to use for the

Small Business Subcontracting Plan; **Question:** For the table for Base and Option Periods Combined, should the first column be numbered “a-f” rather than “g-l?”

**Answer: Yes, NNSA has updated Section L, Attachment C – Instructions for Small Business Subcontracting.**

#### **Sec L – Attachment E – Past Performance Information Forms (PPIF)**

38. **RFP Vol II, L-10(c)(3)(i), Attachments E and F, Past Performance, Page L-16:** Per Section L-10(c)(3)(i), the offeror must provide a formal performance assessment with each PPIF. In addition, per Section L-10(c)(3)(ii), the offeror must have both a technical and a contracting contact complete and return a PPQ corresponding to each PPIF.

Question: In the case of a contractor providing a recent CPARS evaluation, wherein the ratings and performance areas closely align with that shown in the Attachment F PPQ, we believe this redundancy creates an unnecessary administrative burden on our government clients and request that CPARS evaluation stand on their own as a testament to an offeror’s past performance. Points of contact provided within each PPIF are provided so that NNSA may call and seek any additional performance information deemed relevant or necessary. We suggest, in instances wherein an offeror provides a CPARS evaluation, the requirement for two PPQs be waived.

**Answer: The Government has considered this request, however, NNSA has determined the language in L-10(c)(3)(ii) will remain as written.**

39. **RFP Vol II, L-10(c)(3)(i), Attachment E, Page L-7:** Section L, Attachment E - Past Performance Information Forms (PPIF) and attached additional pages (limited to eight (8) pages per PPIF, including any additional pages); copies of any award fee determinations, performance evaluation reports; Contractor Performance Assessment Reports (CPAR) or other documentation that reflects the formal performance assessments of the Offeror by its customer; and information concerning terminated contracts.

Question: Please confirm that performance evaluation reports, CPARs, small business achievement reports, and list of terminated contracts are not included in the 8-page PPIF limit and that the 8-page limit only applies to the 14 blocks associated with the PPIFs

**Answer: The interpretation described in this comment is correct.**

#### **Sec L – Attachment F – Past Performance Questionnaire (PPQ)**

40. **RFP Vol. II. Section L Attachment F – Past Performance Questionnaire (PPQ), Page No. 1.** Item 2 on this page states: “2. Transmit the entire questionnaire to the identified Points of Contract (POCs) and place one copy of each Section A in your proposal submittal.” However, this requirement is not included in Section L, and is not included as an item that is excluded from the page limitations under (d) Page Limitation and

Exceptions on Page No. 7 of Section L-8 PROPOSAL PREPARATION INSTRUCTIONS - GENERAL.

**Question:** Will NNSA amend (d) Page Limitation and Exceptions of Section L-8 PROPOSAL PREPARATION INSTRUCTIONS – GENERAL to include “Section L, Attachment F – Section A of PPQs” to the list of documents that are excluded from the overall page-count limitation for Volume II?

**Answer:** NNSA has updated Section L-8(d)(6) to clarify that copies of Section A of Attachment F PPQs are excluded from the Volume II page count.

#### **Sec L – Attachment G – Letter of Commitment**

41. **RFP Vol II, Section L, Attachment G Letter of Commitment, Page 1:** The letter states that “the Letter of Commitment shall indicate the Key Person’s intention to accept employment, total compensation to include reimbursable and non-reimbursable costs under the contract”

**Question:** This contract is a cost-reimbursable contract defined by the RFP; therefore, reimbursable total compensation is traditionally benchmark compensation for key personnel. Therefore, we request that DOE waive the requirement of requesting reimbursable and non-reimbursable costs in the letter of commitment as currently noted. Non-reimbursable costs are traditionally not required to be disclosed to DOE as they are commercially sensitive between the employee and employer.

**Answer:** The Government has considered the feedback provided however NNSA has determined the language will remain as written. The definition of compensation is consistent with 41 § U.S.C. 1127(a) (3).

42. **RFP Vol II, Section L, Attachment G Letter of Commitment, Page 1:** The letter states that “the Letter of Commitment shall indicate the Key Person’s intention to accept employment, total compensation to include reimbursable and non-reimbursable costs under the contract”

**Question:** The Letter of Commitment requests costs for benefits to be included. As all employees will receive Pantex site benefits, we do not have an estimate for those costs. Can DOE provide the cost of benefits to all offerors so that we can provide this information?

**Answer:** The Government has considered the feedback provided. The Letter of Commitment is intended to document total compensation costs as defined in 41 § U.S.C. 1127(a) (3), which does not specifically require benefit costs be included. Additional information on benefit costs will not be provided.

#### **Sec L – Attachment J – Small Business Subcontract Dollars Percentages**

43. **RFP Sec. L Attachment J, SB Subcontract Dollars Percentages, worksheet “PX SB Goals FY25-FY44.”** Should Offerors use Forecasted Budget or Total Subcontract Base as

the denominator when calculating the small business contract percentages on this spreadsheet?

**Answer: Offerors should use the “Total Subcontract Base” as the denominator when calculating the small business percentages in Sec L, Attachment J Small Business Subcontract Dollars & Percentages.**

## **Sec M – Evaluation Factors for Award – N/A**

### **Other**

44. May NNSA please provide the contact information for those companies on the 'Site Visit Attendee' list?

**Answer: NNSA will not provide any additional information other than what is currently listed in the Site Visit Attendee list.**

45. Will you accept a bid from [REDACTED] ([REDACTED] is a software provider, not an MNO contractor) for Request for Proposal (RFP) 89233222RNA000004 for the Management and Operation of the Pantex Plant? If so, can you advise on how best to proceed or who we can discuss this with?

**Answer: NNSA is soliciting proposals on a full and open basis for the entire requirement associated with RFP 89233222RNA000004. Please note NNSA is not entertaining proposals for a portion of the requirement.**

46. Have the slides from the Site Visit been distributed?

**Answer: NNSA posted the Pantex Overview Public Brief and other documents from the Pantex Plant Site Visit to SAM.gov, FedConnect, and the NNSA Pantex Competition website.**