



DEPARTMENT OF ENERGY

DEPARTMENT OF THE NAVY



28 January 2018

SUBJECT: Joint Solicitation DE-SOL-0011530 and N00024-18-R-2130
Vendor Questions and Government Answers/Responses

1. Question: As a VOSB and retired DOE/NNSA person as well as served in the Navy nuclear program (military and DOD), how do I find the possible contract proposers to offer my services?

Answer: This is a competitive procurement and the Government is not maintaining a list of potential offerors. Such a list, if maintained, would be considered source selection information and not be made available to the public.

2. Question: Section H, Clause 27 (e) (3) addresses the Personnel Appendix and requires in part the Contractor shall submit a plan to address proposed changes “No later than 30 days after the award date of the contract.” The requirement is measured from the award date of the contract as compared to after the contract effective date and does not seem to be consistent with the contractor having to submit the benefit plans 45 days after contract effective date. It would not be practical to recommend changes to the Appendix before the benefit plans are approved by the government. Can you please consider the timing of this submittal of the changes to the Appendix in light of the other submittals and receipt of government approvals?

Answer: In accordance with Section H, Clause 27, Subsection (e) (3), no later than 30 days after the award date of the contract, the Contractor shall submit a plan to address any proposed changes to the Personnel Appendix. The Contractor shall obtain Contracting Officer approval of Personnel Appendix changes before implementation. The plan is the contractor’s approach to manage proposed changes to the Personnel Appendix which includes benefits/compensation (e.g., personnel who would work the project, dates, milestones, estimated date of completion etc.) to support implementation of a full total rewards program by 1/1/2020.

3. Question: Does the language in the joint solicitation, specifically in DOE Section H, clause H-56, referring to a separate corporate entity that “must be set up solely to perform this Contract”, limit such corporate entity to performance of the contract to be awarded in response to the DOE requirements, or is the intent of the Government that such separate corporate entity will also be set up to perform the work under the contract to be awarded in response to the Navy’s requirement?

Answer: As clarification, the intent of the Government is that the separate corporate entity will perform the work under the DOE and NAVSEA contracts anticipated to be awarded in response to the joint DOE/Navy Solicitation. The term “this Contract” in DOE clause H-56 should be interpreted consistent with that intent.

4. Question: Does the language in the joint solicitation, specifically in DOE Section H, Clause H-56 and common Section L, provisions L-13 and L-16.1.6, referring to setting up or organizing a separate or dedicated corporate entity to carry out the contemplated work, preclude the incumbent NNL contractor from performing the work under the DOE and NAVSEA contracts anticipated to be awarded in response to the joint solicitation?

Answer: Consistent with agency policy, the intent of the Government is that the work to be performed under DOE and NAVSEA contracts anticipated to be awarded in response to the joint solicitation will be performed by a newly organized, dedicated corporate entity. The Government considers that the terms "newly organized" and "dedicated" should be viewed in relation to the scope of work offered, not strictly in relation to the anticipated new contracts under the current solicitation, and that the Agency considers that an entity that has previously been or will now be organized solely to perform the work of the NNL will be acceptable.

5. Question: With regard to the Past Performance factor in Section L, E-2 c)(3): For the discussion of any problems encountered in the performance of the contract and corrective actions, can the government clarify whether the discussion on problems is limited to the 3-year limitation or whether it applies to the full contract duration? In several cases, the referenced contracts have been in execution for more than 10 years rendering some of the issues and corrective actions outdated and not necessarily relevant. Can the government consider limiting this portion of the discussion to the last 3-years of the contract or a defined timeframe?

Answer: The discussion of problems should be presented for the most recent 10 year period for each contract that was completed or performed within the last three years. The Government intends to amend the solicitation to capture this change.

6. Question: Will sick time benefits be changed to comply with Obama's Executive Order 13706?

Answer: The new contract will comply with all applicable laws and regulations. Specific employee benefit questions can be addressed during the transition period.

7. Question: A Pre-Proposal Conference and/or Virtual Site Tour would provide a productive setting to those companies that intend to bid by providing a common understanding of the actual work environment. Further, this will enable a more in-depth response that meets the needs of DOE and DON for supporting this contract. Please provide clarification on if the government will schedule a Pre-Proposal Conference and/or Virtual Site Tour.

Answer: In accordance with Section L-9, the Government contemplated a pre-proposal meeting and/or virtual tour of the NNL campuses. The Government concluded that sufficient Program information is available in the Management and Operation of the Naval Nuclear Laboratory and Naval Nuclear Propulsion Program Support website at

<https://nnsa.energy.gov/ourmission/poweringnavy/nnl-contract-competition>. There are no plans to conduct either a pre-proposal meeting or virtual tour of the NNL campuses at this time.

8. Question: The last sentence in paragraph c) of Section L-2, E-2 (page 11) states that all pages of each PPIF over five pages will be removed and discarded, but the last sentence of the instructions for completing Item 13 of the Past Performance Information Form (Attachment L-3) states any pages over three will be counted against the 40 page limitation. Please clarify if the pages will be discarded and not counted against the page limit or will be discarded but still count against the page limit.

Answer: The Government will remove and discard all pages in excess of five for each PPIF. A solicitation amendment will be issued to revise the last sentence of Attachment L-3 Instruction Item 13 to replace the last sentence with “The Government will remove, discard, and not count against the page limitation all pages of each PPIF in excess of five pages.”

9. Question: DE-SOL-0011539, Section J, Attachment 7, page 6 (Pay Policies paragraph A. 1) requires the Contractor to submit a plan to change to pay in arrears. Please clarify what is meant by paying employees in arrears?

Answer: The pay period must be completed prior to the date by which an employee is paid.

10. Question: Why are the latest option exercise dates at the end of November if the contract expires annually on September 30th? (Reference: N00024-18-R-2130, pages 79 and 80, paragraph (a) and FAR 52.217-9.

Answer: In order to facilitate continuation of the work thereunder each fiscal year, the Contracting Officer may exercise the options identified at any time within the sixty (60) days after the conclusion of the preceding fiscal year (30 September). Therefore, as stated in FAR 52.217-9, Option to Extend the Term of the Contract, 30 November is the latest an Option Exercise could occur.

11. Question: The use of FAR Clause 52.216-7, *Allowable Cost and Payment*, in Section I does not seem applicable to a contracting party utilizing an integrated banking agreement.

Answer: FAR Clause 52.216-7 applies only to the Transition Period. DEAR Clause 970.5232-2, *Payments and Advances* applies to the contract Base Period(s) of Performance.

12. Question: Joint Solicitation Section L-2.3(a) states “Narrative material in the proposal shall be single-spaced, with 12 point Times New Roman typeface and one inch margins, if printed.” Can type smaller than Times New Roman, 12 point be used in graphics, figures, charts, images, forms, and tables? Will the government permit a smaller font size for headers, footers or diagrams that would not be considered “narrative material”?

Answer: No. As stated in Section L, L-2.3 Format instructions applicable to Volume II (Technical Proposal), paragraph (a), a page is defined as text or graphics that would typically fit on one side of a sheet of paper measuring 8 ½ by 11 inches, if printed. Any page larger than 8 ½ by 11 inches is considered a foldout. Each foldout is limited to 11 by 17 inches, if printed, which may only be used for graphical illustrations and/or tables, and shall be counted as one page. Narrative material in the proposal shall be single-spaced, with 12 point Times New Roman typeface and one inch margins, if printed.