

No.	RFP Section	Subject/Title	Industry Comment/Question	DOE Answer
1	B.7	Allowability of Subcontractor Fee	FAR 15.403-1(c)(1) defines adequate price competition to be: "Adequate price competition. (i) A price is based on adequate price competition when— (A) Two or more responsible offerors, competing independently, submit priced offers that satisfy the Government's expressed requirement; (B) Award will be made to the offeror whose proposal represents the best value (see 2.101) where price is a substantial factor in source selection;" With this definition, why does B.7(b)(3) restrict affiliated subcontractor fee to be allowable only for FFP contracts? Please remove the FFP only restriction.	The limitations on affiliated subcontractor fee are in place consistent with clause H.70, Organizational Conflict of Interest -- Affiliates, in order to mitigate the conflict of interest concerns described in the clause. DOE does not find that such limitation impinges upon the ability to achieve adequate price competition.
2	G	Billing/Invoicing	Please consider use of a line of credit to improve competition as was done on the Savannah River IMCC.	A line of credit will not be utilized on this solicitation.
3	H.5	DOE-H-2001 Employee Compensation: Pay and Benefits (Oct 2017) (Revised)	Please confirm that the incumbent's existing benefits program is acceptable and not under a corrective action plan. If under a corrective action plan, please confirm that it only needs to be adjusted to be within five percent of the comparator group and not adjusted to a 1.0 rating.	The existing benefit programs are not market-based. With the exception of continuity of HSPP-eligible benefits, or successor plans, DOE expects the new contractor to propose market-based benefit plans.
4	H.20	Contractor Purchasing System Administration	It is noted that DOE has revised this clause, adding a new (c)(24) provision requiring the establishment of annual subcontract audit plans and performance of audits to auditing standards. This is not a function of a purchasing system but one of audit system compliance with C.9.6.2, which references DEAR 970.5232-3 Alternate 19 II, Accounts, Records and Inspections. This may be a reference error, and the basic clause is missing in Section I.	The reference to DEAR 970.5232-3 Alternate 19 II, Accounts, Records, and Inspections has been removed from Section C.9.6.2.
5	H.71	Organizational Conflict of Interest – Affiliate(s)	This clause appears to restrain competition by declaring an affiliate relationship is "presumed to create an impaired objectivity" whereas FAR 9.504 states an OCI must be "determined to exist." Further, DEAR 970.4402-3, Purchasing from contractor-affiliated sources, specifically authorizes awards to be made to affiliates under four conditions. Please delete this clause.	H.71 Organizational Conflict of Interest is consistent with FAR 9.506 and 9.507-1, which require a contracting officer to include solicitation provisions that impose "some restraint, appropriate to the nature of the conflict, upon the contractor's eligibility for future contracts or subcontracts". DEAR 970.4402-3 is not included on this solicitation. Clause H.71 will remain in the solicitation.
6	I.106	FAR 52.223-99 Ensuring Adequate COVID 19 Safety protocols for Federal Contractors (Oct 2021) Deviation	As written, this clause requires compliance with "yet to be defined" requirements. Safety Protocols can be included in task order pricing, but future "to be defined" requirements cannot. Further, the clause provides no basis for equitable adjustment based on future requirements. This clause may impact competition at the prime contract level and is creating competition impacts at the subcontract level where it has been introduced. At a minimum, the clause must provide for equitable adjustments, particularly if DOE expects to issue CPIF or FFP Task Orders where added requirements may impact costs.	This FAR clause is included as written in accordance with Executive Order 14042, as implemented by DOE Order 350.5, "Covid Safety Protocols for Federal Contractors", which requires utilization of the clause for "major site/facility contracts".
7	L.16, Factor 3(a)	Transitioning WTCC staff	Factor 3(a) references transitioning CHRM requirements in Section H. CHRM requirements in Section H.4 and H.7 refer to the transition of WTCC staff, which currently support WTP operations (C.2). The Transition Task order does not include any scope related to C.2. Please confirm that Factor 3 (a) is only asking to include applicable CHRM requirements from scope identified in TO1 and is not asking to describe the approach to meeting CHRM requirements related to the transition of WTP operations (i.e. WTCC staff).	Amendment 0002 removes the language, "including Contractor Human Resource Management (CHRM) requirements in Section H" from Section L.16(a) and Section M.4(a) and adds the language, "integrate and enhance OSHA safety culture from comparable typical commercial chemical industry with existing nuclear facility ISMS" in Section L.16(b) and Section M.4(b). DOE signals the importance of a Management Approach which considers integration of commercial operation frameworks and practices to enhance and optimize existing operations.
8	C.2	Hot commissioning of WTP	Please clarify the timeframe to assume hot commissioning of WTP. Also will a separate transition task order be issued to complete that scope?	There is currently no timeframe to assume hot commissioning of WTP. This IDIQ PWS includes broad scope that incorporates many elements throughout the period of contract performance providing DOE flexibility to respond to evolving Hanford site conditions. Any scope executed from the IDIQ Master Contract PWS will be in future Task Order(s).
9	C.7	222-S	Analytical Laboratory Support: This PWS should be revised as the operations of the 222-S laboratory is now a separate contract. Also, additional clarification is necessary regarding if the scope of ITDC includes design and construction of new facilities. Consider deleting Section C.7.	No change to the Final RFP. This IDIQ PWS includes broad scope that incorporates many elements throughout the period of contract performance of 10 years plus 5 years beyond the end of the Contract ordering period.

10	H.7	WTCC staff transition	The WTCC scope is not included in the Transition Task Order. References to transitioning WTCC employees throughout H.7 as part of the transition task order TO1 deliverables should be deleted or clarification should be added that WTCC employees will be addressed as part of a separate transition after hot commissioning.	DOE is currently in competition to select its partner to perform the ITDC. That partner will work with DOE to sequence its work appropriately and determine the timing for follow on Task Order(s) and Transition(s) of the incumbent workforce, as needed. Consistent with Section M.4(a), the Offeror shall submit its proposed approach to meet the requirements to transition the workforce, pay and benefits for execution of the Master IDIQ Contract .
11	L.14(d)	Oral Interviews - Key Personnel	If DOE runs the oral interviews for the HITDC via a virtual platform, please confirm that the questions to be asked of each Key Personnel will be displayed on the screen for the Keys to see the question for the duration of his/her response to each question	Yes, the questions to be asked of each Key Personnel will be displayed on the screen for the Keys to see the question for the duration of his/her response to each question.
12	L.17(b)(2)	Proposal Preparation Instructions, Volume III - Cost and Profit/Fee Proposal	This section states that the maximum fee to be earned on CPIF TO work is 10%, while in Section B.(2) (c) (1) that maximum fee is stated to be up to 15%. Industry recommends that the 15% fee limit is appropriate given the risks involved as well as to more properly incentivize the contractor to optimally reduce the financial liability and environmental risk of the work.	No change to Final RFP. Section L instructions refer to the "target fee" to be proposed on the Task Order, which is distinct from the "maximum fee" limitation of 15% for CPIF listed in Section B.
13	C.1.1	Transition schedule	This section states: "Successful completion of the transition activities will enable the Contractor to assume full responsibility for execution of the Master IDIQ PWS no later than 90 days after NTP and upon execution of a final transfer agreement with the incumbent contractor." Please confirm that the reference to 90 days should be 120 days.	Agree, Section C.1.1 has been modified in Amendment 0002 to 120 days.
14	L-17(b)(3)	Transition	The Transition period is 120 days in duration from the effective date of the Transition Task Order notice to proceed (NTP). This section says that for proposal preparation purposes, offerors are to assume the Transition Task Order starts on October 1, 2022. The transition period, therefore, is from October 1, 2022 to January 31, 2023, with the first full year of the contract starting on February 1, 2023. These dates are also confirmed in L.17 sections regarding Key Personnel pricing and Labor Pricing for the first year of operations (as well as in the dates for Keys and Labor pricing in the L-6 form). However, Table L-4 on page L-29 shows the one-year period for estimating fee starting August 1, 2023, and going until July 31, 2024. The reason for the different dates is unclear. If the government wants Table L-4 fee to begin not at contract start, but at the end of the Implementation Period, that should be clarified. Also if so, please explain where the fee for the Implementation Period (Task Order 2 is CPFF) is to be included in the cost proposal.	Agree, Attachment L-6(d) has been modified in Amendment 0002 to address the period of time fee is being requested. The Section L, Table L-5 is meant to represent one year of operational budget starting after the 120-day Transition Task Order and the 180-day Implementation Task Order.
15	L-6(d) Form	Fee Profit Worksheet	The worksheet asks for fee/profit from August 1, 2023, to July 31, 2024, but the cell heading on the left also asks for Government Fiscal Year. Please clarify how DOE wishes us to address splitting the fee/profit between two government fiscal years	Agree, Attachment L-6(d) has been modified in Amendment 0002 to address the period of time fee is being requested.
16	PPIF Form	Modification to the form	The instructions on the form are often long and sometimes not applicable. May we edit the instructions to allow greater space for our responses. For instance, on Block 20, the form says, "If "yes", the Offeror shall describe the resources of the parent, member, or affiliated company...." Similarly, Block 14 has a note estimating breakdown by PWS element; which we would like to remove. Also, Block 13 states: "(Insert the final sum of all invoices, or the sum of all invoices to date, including agreed upon and disputed amounts, paid and awaiting payment; Date = RFP	While the language, instructions, and question order of the form itself may not be changed or removed, Offerors are permitted to transcribe their responses into the main text of their proposal.
17	Attachment L-9 and L.17(a)	Transition Task Order	The transition task order (attachment L-9) appears to be missing from the final issued RFP. RFP section L-17(a) requests offers to provide a completed attachment L-9. Would DOE please provide this document as part of the RFP?	Agree, Attachment L-9 was added via Amendment 0001.

18	L.14 Proposal Preparation Instructions, Volume II; Factor I: Key Personnel, (b) Resume	Resume Page Limit	The Key Personnel evaluation factor provides offerors presently engaged in the highly specialized work covered under the PWS a significant competitive advantage. The specialized experience gained by personnel performing similar work directly for DOE is well understood by SEB members and thus is easily expressed in a limited number of pages. In contrast, to demonstrate that a non-DOE candidate's experience is directly relevant to the RFP scope, it requires additional explanation to clearly show the ties and demonstrate relevancy. Offerors must not only fully describe the experience of the non-DOE candidate, but also thoroughly explain how this experience is similar and relevant to the proposed position. It is accepted that there is a certain "incumbent's advantage" that is natural and unavoidable. However, to mitigate this significant advantage, it is suggested that an additional 2 pages on the resume would account for the more difficult task faced by offerors proposing non-traditional candidates. To that end, will DOE consider increasing the maximum allowed pages for resumes from 4 to 6 total pages.	Agree, Section L.14 and Attachment L-2 have been modified in Amendment 0002 to increase the maximum allowed pages for resumes from 4 to 6 pages.
19	M.2	Key Personnel	Is it a fair reading of the RFP to conclude that, excluding the Program Manager and Facility Security Officer, the offeror can propose officers and key personnel who are non-United States citizens so long as they are excluded from access to classified information by board resolution, upon which such proposed use will not result in a negative evaluation?	Section L.12 DEAR 952.204-73 Facility Clearance (Aug 2016) (Deviation) (Issued by DOE Policy Flash 2021-14) (a)(2) states, "Information submitted by the offeror in the Standard Form 328 will be used solely for the purposes of evaluating foreign ownership, control or influence . . ." The FOCI evaluation is part of the responsibility determination. No strengths or weaknesses are assigned for FOCI. DOE cannot speculate or advise on the outcome of a FOCI Determination regarding non-U.S. citizens without all proposal and FOCI information in hand. While the Final RFP does not preclude an Offeror from proposing a foreign-national as a Key Person, DOE cannot speculate how a proposed Key Person may be evaluated. DOE will evaluate proposals based on Section M of the Final RFP.
20	M.2	Key Personnel	Given that we are limited to 5 key personnel, is it a requirement that all PWS elements are mapped to key person that reports to the Program Manager? If it is not required that all PWS elements are mapped to a key person, how will DOE evaluate which PWS elements are mapped to non-key positions? Will mapping all PWS elements to key personnel that are direct reports to the PM be viewed/evaluated more favorably by DOE?	The number of key personnel, up to a maximum of 5, is based on the Offeror's approach to perform the entire Master IDIQ PWS. Section M.2 states, "DOE will evaluate the proposed required Program Manager and Operations Manager (required key personnel) and up to three additional non-required key personnel, along with the Offeror's rationale for selecting the proposed non-required key personnel positions and why the positions are essential to the successful performance of the entire Master IDIQ PWS." Additionally, DOE cannot speculate how a proposal may be evaluated or what additional information could be added to result in a favorable evaluation.
21	H.31	Assignment and Transfer of Prime Contracts and Subcontracts	Please confirm that nothing within this provision alters the contractor's right to seek equitable adjustment(s) to the contract, under the Changes clause or otherwise, for any negative impacts suffered by the contractor as a consequence of the transfers	Contractors may submit requests for equitable adjustment for consideration by the Contracting Officer in accordance with FAR Part 43.
22	B.7	B.7 Allowability of Subcontractor Fee (Applies to CR Task Orders only)	The allowability of subcontractors fee as described in Section B.7 (b) should not be limited to Cost Reimbursable (CR) tasks only, but should explicitly apply to FFP, FUR, and Hybrid task orders as well. As currently stated, this limitation would not apply to FFP or FUR task or Hybrid orders and would allow prime affiliates to collect fee on subcontracts that were issued as FFP or FUR, or Hybrid and also would dis-incentivize prime contractors to use the small business members of the	No change to the Final RFP. Clause H.71 Organizational Conflict of Interest -- Affiliates expressly prohibits a prime from entering into a subcontract arrangement with any "affiliate or affiliate of its partners, or utilize any affiliate or affiliate of its partners to perform work under a subcontract" absent the express written consent of the government Contracting Officer. When read together, DOE does not believe that prime contractors will be incentivized to utilize affiliate subcontractors to the expense of small businesses.
23	B.8	Small Business Subcontracting Fee Reduction	As written this clause only decrements fee for the prime's small business subcontracting performance on CR and FFP task orders. It should also include Hybrid and FUR Task Orders.	The clause applies to the contract type on the line items to the contract: in the case of Task Orders with multiple line items of different types, Section B.8 applies to individual contract types as they appear.
24	B.8	Small Business Subcontracting Fee Reduction	The penalty for failure should be substantially higher than 10% of the fee for CR Task orders, and 2% of cost for FFP Task Orders. We recommend that the fee reduction for failure to meet small business subcontracting on CR task orders be established on a gradient with up to 100% of the fee on the CR task order at risk for significant failure to meet the subcontracting goals established for the Task Order. On FFP or FUR task orders we recommend that the penalty for failure to meet small business subcontracting goals for the task order be established at 6% (the approximate amount that is likely built into the FFP proposal for fee).	No change to the Final RFP. DOE believes the requirements are appropriate as stated. In addition to the cited penalty, any failure to achieve the requirements set forth in Section B.8(a) may also be documented in the Contract Performance Assessment Reporting System (CPARS).

25	B.8	Small Business Subcontracting Fee Reduction	We recommend the Contractor's performance in awarding meaningful work be evaluated at the same level and with the same quantitative attention that is given to the cumulative small business performance percentage. (See comment on H.51)	No change to the Final RFP. DOE believes the requirements are appropriate as stated.
26	H.36	DOE-H-2058 Designation and Consent of Teaming Subcontractors - Alternate I (OCT 2014) (Revised)	In order for this clause to have any teeth it needs to reference the specific scope of work that is to be performed by the teaming subcontractor (large or small) that was included in the offeror's subcontractor teaming agreement and was used in the evaluation and selection of the offeror. This would provide additional confidence by the teaming subcontractors that the work scope promised by the prime offeror would actually be reserved for the teaming subcontractor and there would be less confusion by all three parties (offeror, subcontractor, the government) over what scope would require the consent of the government.	No change to the Final RFP. The specific scope of work to be performed by teaming subcontractors should be outlined in Volume II in accordance with the requirements of Sections L and M.
27	H.51	Subcontracted Work	We recommend the Contractor's performance target for award of Meaningful Work be quantified as a percentage of the cumulative small business performance percentage, to facilitate consistent and objective evaluation. For example: "The Contractor shall subcontract (in accordance with the definition at FAR Subpart 44.1) at least 18 percent of the cumulative value of Task Orders (excluding the Transition Task Order) issued under this Contract to small businesses. At least 60% of the work subcontracted to small businesses shall consist of meaningful work as defined below."	No change to the Final RFP. DOE believes the requirements are appropriate as stated.
28	H.51	Subcontracted Work	We recommend the definition of meaningful work be expanded to facilitate consistent and objective evaluation, and that it include assistance and advisory type services, commonly referred to as Professional and Technical Services. For example: "The separate subcontracting goals submitted at the Task Order level shall identify timely, discrete, and meaningful scopes of work that can be awarded to small business concerns. Meaningful scopes of work involve substantive subcontractor responsibility for management of its assigned work, including the provision of necessary expertise, and determination of means and methods associated with 1) development and delivery of discrete specific work products according to a defined schedule, or 2) provision of Professional and Technical services over a defined finite time period. These products and services shall objectively provide direct and material contributions to the Contractor's performance. Successful completion of meaningful scopes of work is expected to enhance the depth and breadth of the performing small business subcontractor's resume, and its ability to compete for larger and increasingly complex work."	No change to the Final RFP. DOE believes the requirements are appropriate as stated.
29	H.51	Subcontracted Work	There is currently no channel for potential subcontractors to the prime contractor to challenge the NAICS codes that a Prime Offeror assigns to a competitively bid small business set-aside. We would like to see a new paragraph added to H.52 clause that allows potential subcontractors to challenge the NAICS code assigned by the prime contractor to small business set-asides. As SBA is unlikely to want to get involved in these disputes, we believe that DOE should be the recipient and arbiter of these challenges. The paragraph should indicate specifically where the challenge should be submitted (the prime CO or the DOE EMCBC lead small business advocate).	The management of subcontracts is the responsibility of the prime offeror, and DOE declines to develop such a process that would insert the Government into a dispute between a prime and subcontractor.

30	A	Block 9	We ask DOE to consider moving the due date to 12/21/2021. December 20th is a Monday, which generally means an upload on Sunday. The FedConnect help desk is not open on Sunday. Moving the submittal to Tuesday - Friday allows access to the help desk if there are any issues on uploading the documents. Thank you for this consideration.	No change to the Final RFP. The proposal due date remains 12/20/21.
31	C.1	C.1 Contract Transition	Section C.1.1 states, "...execute the 120-day transition period (estimated)..." Section L, Attachment L-9 Section F states that the transition Period of Performance is 120 days. Section C.1.1 states, "transition activities will enable the contractor to assume full responsibility...no longer than 90 days NTP..." Section C.1.1 states, "Include a description of activities necessary for the Contractor to assume full responsibly for this contract no later than 90 days after NTP..." We believe the intent of these references is 120 days rather than 90 days. Is that	Agree, Section C.1.1 has been modified in Amendment 0002 to 120 days.
32	C.9	C.10.2.4.1 Inspection Actions	We believe that paragraph C.10.2.4.1 should be numbered C.9.2.4.1.	Agree, the section numbering has been modified in Amendment 0002.
33	C.9	Renumbering Section C.9.2.1	In the PWS following C.9.2.1.1, the paragraph numbering reverts back to the draft RFP numbering starting with paragraph C.10.2.1.2 and continues with the draft numbering through C.10.2.1.8.	Agree, the section numbering has been modified in Amendment 0002.
34	H.11	Broken link in H.11.b.4	When accessing the link (https://www.energy.gov/gv/office-assistant-general-counsel-contractor-human-resources) provided in this clause. We received the following message, "The requested page could not be found." Please update the link to provide the template for contractor Involuntary Separation Plan, as well as the General Release and Waiver forms .	Link has been fixed in Amendment 0002.
35	H.14	2073 Risk Management and Insurance Programs (Dec 2014)(Revised)	This clause is listed under Contractor Human Resource Management Clauses; however, the clause is on business insurance and appears to be a Business System Clause. Would DOE please clarify.	This clause spells out the required insurance coverages such as employer liability, workers compensation, etc. which falls under the responsible department of Human Resources.
36	L.10(b)(2)	Broken links in EMCBC Hanford Library	Would DOE please provide the following documents as the links are broken. 1. MOA 2019 1-Yr Extension & Wage Increase in Section 02 2. NIAS Review of LAW Supplemental Treatment Approaches #1 3. NIAS Review of LAW Supplemental Treatment Approaches #2 4. NIAS Review of LAW Supplemental Treatment Approaches #3 5. NIAS Review of LAW Supplemental Treatment Approaches #4 Documents 2-5 located in Section 05	Yes, the links to the listed documents have been fixed in the Document Library.
37	L.11(k)(e)	Small Business Subcontracting Plan	This section states "The offeror shall describe all transition activities related to subcontracting within the small business subcontracting plan." Is this intended to be a description of all subcontracting activities that occur during transition and locate that information in the small business subcontracting plan, which will become part of the contract? Or is it intended that the description describe all transition activities associated with subcontracting associated with the small business subcontracting. The requirement could be interpreted either way. Please clarify.	The offeror shall describe all transition activities related to subcontracting within the subcontracting plan itself, as noted in the cited language.
38	L.14(a)(1) and M.2(a)	Key Personnel	RFP L.14(a)(1) instructs bidders to address why the proposed non-required key personnel positions "are essential to the successful performance of the entire Master IDIQ PWS and the optimal team for execution of the Master IDIQ PWS." Section M.2(a) lists "... essential to the successful performance of the Master IDIQ PWS" as the evaluation criteria. Should the reference to optimal team in L.14(a)(1) be deleted to be consistent?	Agree, Section L.14(a)(1) has been modified in Amendment 0002 to delete the language, " <i>and the optimal team for execution of the Master IDIQ PWS</i> " to be consistent with Section M.

39	L14, Factor 1 (d)	Oral interviews - key personnel	This section states that a set of questions will be asked to each of the offeror's key personnel. Does DOE intend to use a standard set of questions for all bidders or will questions be tailored to individual offeror's organization/key personnel positions? How will DOE ensure that all offerors, likely with different org structures, are treated equally?	The key personnel will be evaluated on the degree to which they are qualified and suitable, including leadership capability, for the proposed position in relation to the work for which they are proposed to perform and areas of responsibility. To ensure all offerors are treated equally, the same questions will be asked of proposed Key Personnel based on the work they are proposed to perform and areas of responsibility. For example, Key Personnel proposed to execute CHRM-related areas of responsibility will be asked the same CHRM-related questions.
40	L.17	Proposal Preparation Instructions, Volume III - Cost and Fee/Profit Proposal	This section requests information associated with audit of the submitted cost proposal. In DOE's recent streamlined proposals DOE has eliminated request for this information (e.g., L.17(e), (f)). Is it DOE's plan to modify current practice to conduct an audit of this estimate?	The cost instructions in Section L.17 request supporting documentation which may eliminate the need for audits under this solicitation. However, if the SEB determines an audit is needed to evaluate the proposal, one will be requested.
41	L.17	Proposal Preparation Instructions, Volume III - Cost and Fee/Profit Proposal	Recent streamlined procurements have modified the accounting system description requirements to reduce the submittal and review burden. Would DOE consider adopting a similar streamlined approach as that used on the WIPP proposal and modify/eliminate requirements in section L.17(g) (as offerors have the ability to adopt the incumbent accounting system), section L.17(i) and attachment L-7?	No. This solicitation requires a submission of Standard Form 1034 - Public Voucher (see Section G.6) for cost reimbursable Task Orders. Therefore, a responsibility determination related to the Offeror's accounting system is required as part of the SEB's evaluation.
42	L.17(d)	Cost Elements	The listing of cost elements does not include "Other Subcontract Costs" which is included on attachment L-6a. We recommend that DOE add this to the list of major cost elements in order to make this statement consistent with the major cost elements included on the Attachment L-6a spreadsheet.	Agree, Section L.17(d) will be modified in Amendment 00002 to include "other subcontract costs".
43	L-2	Attachment L-2, Key Personnel Standard Resume Format	The section on experience states "Identify name and address of employer, title, dates of employment, position titles, specified duties and responsibilities, and name, contract title and phone number of supervisor." We are unsure of the meaning of "contract title" as it refers to the supervisor. Should it read "contact title?" Would DOE please clarify?	"Contract title" refers not to the supervisor, but to the title of the contract under which the experience occurred, if applicable.
44	L-9	Attachment L-9, Section J - List of Documents, Exhibits, and Other Attachments - Table J-2	Deliverable 38, Transition Documents Identified in Section H, does not specify specific unique deliverables and appears to be redundant in that other J-2 deliverables that satisfy Clause H.4 and H.6 requirements, e.g., deliverable 49 Workforce Transition Plan addresses H.4 hiring preferences and deliverable 42 Application for Contractor Compensation Approval addresses the H.6(b) requirement. Will DOE please clarify the unique document(s) that is deliverable 38?	Agree, Section L-9 has been modified in Amendment 0002 to delete Deliverable 38.