

Questions and Answers for Posting 9/5/13

Some of the questions that were “intentionally left blank” in the Q&A Posting 8/22/13, are now being answered.

22. **Section I.15**

DOE has included the FAR clause 52.211-12 “**Liquidated Damages – Construction**” in this Task Order. This appears to be an inappropriate application of this clause. FAR 11.503(b) states that this clause is to be inserted in solicitations and contracts for construction. Except for a very few elements, the Deactivation Task Order is not a construction contract appropriate for application of this FAR clause. This clause would potentially apply in any situation where the Contractor “fails to complete the work within the time specified in the contract.” As the RTP now stands, the scope to which this applies is potentially all work under the Task Order, and the amount of damages to be assessed is not even defined. This is an untenable position for contractors who are dependent upon DOE, USEC, regulators, and potentially other site contractors. The clause should be deleted, or the applicability should be clarified by specifying scope elements in the Performance Work Statement that are construction tasks and that will have reasonably established dates for completion. The amount of damages to be applied must also be stated including a cap on such damages.

42. **Reference: H.126 DOE-H-1070 Contractor Community Commitment (revised).**

Paragraph four states that “The Contractor may use fee dollars for these or other community commitment activities as it deems appropriate. All costs to be incurred by the Contractor for community commitment activities are unallowable and non-reimbursable under the Contract.”

In previous solicitations (DE-SOL-0002555 WIPP), DOE amended the Contractor Community Commitment clause (H.47) to say (underlining indicates the amended text):

The Contractor may use earned fee for any community commitment activities as it deems appropriate. All costs incurred by the Contractor for community commitment activities, as described above, are unallowable and non-reimbursable under the contract unless otherwise allowable pursuant to the FAR and DEAR.

This clause, H.47, does not make costs unallowable that are otherwise allowable and incurred pursuant to other provisions or requirements as set forth in this Contract, including DEAR 970.5232-2 Payments and Advances (DEC 2000).

The Contractor may make individual employees available to participate in community service activities (e.g., blood bank drives, charity drives, savings bond drives, disaster assistance, site tours, etc.), as defined by FAR 31.205-1(e)(3) and (4). The salaries, wages and fringe benefits of employees while engaged in such approved activities, under FAR 31.205-1(e)(3) and (4), may be allowable costs. Any commitment of labor will have the prior approval of the Contractor’s Project Manager. If the Contractor authorizes its employees to participate in community service activities that are allowable in accordance with other provisions of this Contract and FAR 31.205-1(e)(3) and (4), the Contractor shall obtain prior approval of the Contracting Officer of any activity that involves more than 40 hours for company employees in a fiscal year. Failure to obtain prior Contracting Officer approval may result in the costs being determined unallowable in accordance with Section H.21. FAR 31.205-8 makes unallowable any contributions or donations, including cash, property, and services.

Question: Will DOE amend H.126 to allow costs per FAR 31.205-1(e)(3) and (4) and DEAR 970.5232-2 Payments and Advances (DEC 2000)?

Answer: DOE has considered the information provided and no changes will be made to the RTP as a result of these comments and questions. DEAR 970.5232-2 Payments and Advances clause referenced in the question is not applicable to this RTP.

50. **Reference: Attachment L-7, Paragraph 3** states: "In accordance with C.1.3.1 Stabilization, chemical removal activities for uranium expected to be "Greater than Safe Mass (GSM)" (referred to as "deposits") will be required to ensure a stable condition is achieved to support steady state S&M. The Contractor shall assume the deposit removal activities include those deposits identified in the table below (*table not shown here*).

However, PWS C.1.3.1 does not require chemical removal activities for uranium expected to be "Greater than Safe Mass." **PWS C.1.3.1** states: "Under Section 4.4 of the Lease Agreement between DOE and USEC, USEC shall, "remove solid deposits, of UO_2F_2/UF_4 to the extent necessary to prevent criticality, using an in-place removal process, such as the chemical fluorination treatment; ..."

"The Contractor shall perform the necessary facility stabilization and deactivation activities including, but not limited to, the following: ...

3) Perform uranium deposit/hold-up removal or Tc-99 treatment necessary to minimize long-term S&M cost."

Question: Is the contractor to assume that the stated requirement to perform chemical removal of uranium deposits described in Attachment L-7, 3) takes precedent over the statement in C.1.3.1 that requires the contractor to perform only those "uranium deposit/hold-up removal actions...necessary to minimize long-term S&M cost"?

Answer: Section L – Attachment L-7 will be revised per an amendment to delete the requirements for chemical removal activities.

52. **Reference: Section M.5(b) Criterion 2, paragraph 3** includes the statement, "and strategy for use of subcontractors." This statement is not included in the Section L Criterion 2, paragraph 5.

Should Contractors address strategy for use of subcontractors in the organization section or in our discussion of subcontracting?

Answer: The RTP, Section L.19 (b) will be revised in an amendment to include instructions related to the rationale and strategy for the use of subcontractors.

56. **Reference: RTP Schedule Conflicts**

There are numerous instances of deliverable due dates that are in conflict with associated deliverables or are unworkable. The cause appears to be the reduction of the GDP transfer period from 180 days in the draft RTP to 90 days in the final RTP and the use of "days after NTP" and "days prior to release" as the two datum points. A few examples:

- C.1.2.1.1 Stipulates a Facility Transfer Plan (Item 6 in Section J, Attachment 2) 60 days after NTP and that Facility Walkdowns (Item 7 in J-2) be completed 30 days prior to release. Those deliverables are due the same date.

- C.1.2.1.2 The Nuclear Criticality Safety Gap Analysis (Item 9 in J-2) of the USEC characterization program is due 120 days after NTP, which equates to 30 days after release and the window of opportunity to have USEC address the gaps is gone.
- C.1.2.2.3.5 requires submittal of an Optimization Plan for Medical, Fire, and Emergency Response Services (Item 36 in J-2) 90 days after NTP, which is the date of facility release. Due dates for the associated follow-on activities and documents (Items 37, 39, 40, and 41) are stated in terms of days before release, which means they're due before the Optimization Plan is submitted or approved.
- C.1.2.2.4 Regulatory Compliance and Permits requires that modifications to GDP-related permits (Item 45 in J-2) be submitted to DOE 60 days after NTP and that subsequently they be submitted to the regulators (Item 46 in J-2) 60 days prior to facility release – which means they go to the regulators 30 days before they're submitted to DOE.
- C.1.3.2.3 Power Distribution requires that the design for consolidation of site power distribution at the C-531 switchyard (Item 79 in J-2) be submitted to DOE 90 days prior to release, which is the date of NTP.

Please clarify or resolve these apparent schedule conflicts.

Answer: See response to question #27. However, regarding the C.1.2.1.2 Nuclear Criticality Safety Gap Analysis deliverable, USEC will not be involved in addressing the gaps identified. The Deactivation Contractor will have to establish, schedule and plan for addressing any issues identified with the nuclear safety program. Regarding C.1.2.2.3.5 Optimization Plan for Medical, Fire and Emergency Response Services deliverable, the optimization will occur after release once DOE has reviewed and approved the plan. The Contractor must initially complete emergency management and fire protection actions to complete readiness for performing those activities prior to release. Therefore, these activities are independent.

57. Intentionally left blank.

58. Reference: C.1.4.5.3 Disposal, page C-56 - The unnumbered table at the bottom of page C-56 titled CERCLA Waste Estimates per Fiscal Year includes a row for the waste volumes from D&D of inactive facilities and references "C.1.5.2.2." Should that reference be Table C.1.5.1.1?

Answer: See responses to questions #13 and #21.

59. Reference: C.1.4.5.3, Disposal, page C-56 - Also, are the volumes on the row for waste volumes for D&D in the table on page C-56 actually per fiscal year, meaning the total volume of waste to be dispositioned over the Deactivation Task Order duration would be 3X the per year volumes shown? If so, there appears to be a conflict with the table on page C-57 titled, "Estimated Disposal Volumes by Waste Form for Waste Disposition Options Project Through 2040." The 3-year volume of MLLW ($34,300 \text{ yd}^3 \times 3 = 102,900 \text{ yd}^3$) on page C-56 is much greater than the cumulative volume of 63,347 yd^3 for LLW/RCRA (33,051 yd^3), LLW/RCRA/TSCA (30,110 yd^3), and LLW/TSCA (186 yd^3) for the 27 year period through 2040. Please clarify.

Answer: See response to question #21.

60. **Reference: C.1.5.1 Demolition and Decontamination, pages C-58 and C-5** - The text at the bottom of page C-58 says the scope includes D&D of “all manmade structures, and generally includes the following activities: re-routing of utilities, hazardous material abatement activities, equipment removal, decontamination and demolition of structural components.” That scope description encompasses below-grade work to remove structural components (foundations) and likely utilities. The text at the top of page C-59 states that the initial phase of the work will address above grade structures and addresses contingency measures for interim stabilization of the demolition for later resumption of work to remove below-grade features, without specifying when work would resume – would a demobilization and remobilization be required? The following paragraph defines completion of the scope as the “demolition and disposition of all material associated with the designated facilities.” Please clarify whether the base scope includes only above-grade features or all features.

Answer: Section C.1.5.1 will be revised in an amendment to clarify that the scope for demolition is to slab.

61. **Reference: C.1.6 On-Site Waste Disposal Facility, page C-61** - The text on page C-61 references Table C.1.6(c) but there is no table labeled as such. Is the unnumbered table on page C-57 the intended table?

Answer: See response to question #21. Additionally, PWS Section C.1.4.5.3 will be revised to number the tables and the reference in Section C.1.6 will be revised accordingly in an amendment.

62. **Reference: H.26 EMCBC-H-1017 Award Fee Plan (Applicable to cost-reimbursable CLINs only), page H-11** - The text says that a copy of the fee plan will be provided 30 days prior to the start of the first evaluation period. CLIN 002 is fee-bearing and starts at NTP. Will the fee plan be issued prior to award/NTP?

Answer: The draft Award Fee Plan will be provided in a future amendment. See also response to question #26. It is expected the Award Fee Plan will be finalized post award and issued prior to the start of the evaluation period.

63. **Reference: H.102 Workforce Transition and Benefits Transition: Plans and Timeframes, page H-14** - Several sections mandate interaction with LATA-KY during the Implementation Period. Because the transition with LATA-KY won't start until one year after NTP and the Implementation Period will be extremely busy to accomplish the required interactions with USEC, would DOE consider delaying the interactions with LATA-KY until after Implementation, which is still 9 months prior to the start of transition for the Environmental Remediation contract?

Answer: The Department feels it is important to begin that interaction early. No change will be made to the RTP as a result of this question.

64. **Reference: H.107 DOE-H-1003 Labor Relations, page H-35** - Section (b) mentions collective bargaining but does not address whether the Deactivation Contractor must become signatory to the current collective bargaining agreements between USEC and USW and SPFPA, or whether new CBAs must be negotiated. Please provide direction regarding collective bargaining.

Answer: The new contractor will not be a signatory to existing CBAs and will be expected to negotiate any new applicable CBAs. During the first year of performance, the Service Contract Act successor contract provision of FAR 52.222-41(f) may apply to some employees. It states:

(f) Successor contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement.

65. **Reference: H.109 Integrated Contractor Work Control Systems and Reporting Requirements (July 2012), page H-38** - Section B.1.b on page H-38 includes a reference to footnote 5, but there is no footnote 5 in Section H.109.

Answer: This was an error. The RTP will be revised by an amendment to delete the footnote reference 5. Therefore, the reference to footnote 6 and the footnote itself will become the new Footnote 5 - Full CPB definition.

66. The instructions state "Any page larger than 8½ x 11 will count as two pages **except for the schedules provided under Criterion 1, Technical Approach**, which shall not exceed 11" x 17" and will be counted as 1 page. Table L-2, Volume II (page L-10, Page Limitations states "50 Page Limit **excluding the resource-loaded schedule**." Will the 11 x 17 schedule pages be:
- Counted cumulatively as 1 page, regardless of the number of schedule pages, against the 50-page limit?
 - Counted as 1 page for each schedule page against the 50-page limit?
 - Not counted against the 50-page limit?

Answer: See response to question #10.

67. **Reference: L.17, Table L-1, Binding and Labeling, pages L-9 and L-10** - The RTP states "Pages shall be numbered sequentially by volume and by individual sections within each volume." In this RTP, there are no page requirements by section, only an overall 50-page limit on Volume II and the limits on resumes. To simplify numbering with a single set of numbers on all pages, we therefore suggest changing Table L-1 to correspond to the instructions contained in Section L.20(b), page L-17 for Volume III, Cost and Fee Proposal: All pages in Volume III Cost Proposal, including forms, tables, and exhibits shall be numbered and identified in a volume table of contents.

Answer: The individual sections being referenced in the instruction are the evaluation criteria (e.g., Criterion 1, Technical Approach, Criterion 2, Key Personnel and Organization, etc.). No change will be made to the RTP as a result of the question.

68. Many of the deliverables are plans that likely currently exist – e.g., Surveillance & Maintenance Plan, Emergency Response Plan, and Fire Protection Plan. Please state definitively whether existing plans will be available:
- During bid preparation;
 - For blue-sheeting after NTP, as appropriate,
 - Upon release of the GDP, or
 - Not at all.

Answer: USEC may have plans related to S&M, Emergency Response, Fire Protection, etc.; however they are written to comply with NRC requirements and not DOE requirements, as required by this PWS. These subject documents are not currently available. Upon release of the facilities, USEC will provide its procedures in accordance with the Lease Turnover requirements. However, it is expected the Deactivation Contractor will need to review and/or revise any procedures to be in compliance with DOE requirements.

69. Clause B.1 states, “The work shall be performed in accordance with the requirements of this Task Order and the DOE Environmental Management Nationwide Multiple Award Indefinite Delivery Indefinite Quantity (IDIQ) – Unrestricted Contract (herein referred to as the IDIQ Basic Contract). In many instances the Task Order RTP contains modified provisions from the IDIQ Basic Contract. In other instances, the Task Order RTP omits provisions from the IDIQ contract. The language of Clause B.1 is unclear regarding the applicability of the unchanged or omitted provisions of the IDIQ Basic Contract. Please clarify what provisions of the IDIQ Basic Contract apply that are not included in the Task Order.

Answer: The RTP B.1 will be revised in an amendment to reflect the following: “Please note that this Task Order includes IDIQ Basic Contract requirements that have been revised or omitted as well as new requirements have been added that were not previously identified in the IDIQ Basic Contract. Aside from these changes, the IDIQ Basic Contract terms and conditions apply in their entirety.”

70. Intentionally left blank.

71. Intentionally left blank.

72. **C.1.4.5.3** There are four observations / questions with the waste volumes reported in the final RTP:
- a) CERCLA waste-volume table on p. C-56 gives waste estimated in cubic yards per year. In the draft RTP, the same numeric values were given for the inactive facilities in cubic feet as totals (not cubic feet per year). Based on waste totals over the lifecycle (p.C-57), the numbers in the table on p. C-56 are most likely cubic feet, not cubic yards. Therefore, resolution is needed on whether the units are cubic feet or cubic yards and whether the numbers are totals for the contract period or per fiscal year.
 - b) Table C.1.6(b) in the draft RTP is not present in the final RTP. This results in a significant decrease in the projected waste volumes (370,000 cubic yards in the draft RTP and 70,000 cubic yards in the final RTP; assuming the waste volumes under item (a) above are in cubic feet). That is, the removal of Table C.1.6(b) removed 300,000 cubic yards of waste from the final RTP.

- c) Waste volumes for excavation of SWMU 4 (C.1.7.4), portions of Bayou and Little Bayou Creek (C.1.7.3) and removal of the C-400 source (C.1.7.2.2) and SW Plume source treatment operations are not provided, yet the footnote to Table c.1.7.6 (P. C-70) indicates these waste volumes should be considered in the waste management operations. The waste volumes and types (LLW, MLLW, etc) are needed to prepare an accurate cost estimate.

There is no estimate on the volume of USEC waste to be turned over to DOE and the expected U-235 enrichment in the waste. This unknown puts a high risk on the cost estimate for this waste stream. Present configuration and safety analysis for DOE storage facilities may not be similar for USEC storage facilities regulated by NRC. For example, differences in the assumptions on the percent U-235 enrichment between the present DOE and USEC storage facilities could create significant cost outlays if the DOE storage areas require a new criticality safety analysis to change storage configuration. Please provide the USEC waste volumes and U-235 enrichment assumptions to be used in preparing the cost estimate.

Answer: See response to question #21 for a & b.

With regards to part c, Amendment 001 included changes to PWS Section C.1.7.4 deleting the scope to complete the field remedial action. Therefore, PWS Section C.1.7.4 only includes CERCLA documentation in the scope. The Contractors shall determine waste volumes generated for PWS Section C.1.7.2.2 and C.1.7.3 based on the posted Feasibility Study and the proposed technical approach.

The Contractor shall expect DOE will require USEC to comply with the requirements of the Lease. USEC will be required to remove all waste generated by them in accordance with Lease Section 4.4 (c) which states that USEC will remove all waste generated by the Corporation in such facility (including any material that is subject to classification as a hazardous waste under the Solid Waste Disposal Act, as amended) and which is subject to and authorized by Laws and Regulations for offsite disposal. The Corporation will remain responsible for the ultimate treatment and disposal of any waste generated by the Corporation, and for which the Department is not responsible, except as may be otherwise provided in this Lease.

The waste that USEC generates that meets the definition of legacy waste under the Lease is accounted for in the Waste Quantities provided in PWS Section C.1.7.6, Table C.1.7.6. Currently and until Environmental Remediation transition occurs, the Remediation Contractor is tasked with accepting and managing legacy waste generated by USEC that DOE accepts under the terms of the Lease. Upon Environmental Remediation transition, the management of this waste will be the responsibility of the Deactivation Contractor as part of the support provided in PWS Section C.1.7.6.

Section L – Attachment L-7 provides quantity assumptions for stabilization activities (PWS Section C.1.3.1) for the removal of uranium deposits (greater than safe mass), uranium hold-up material and Tc-99.

The PWS Section C.1.4.5.3, Table C.1.4.5.3(a), provides waste estimates per year for proposal purposes for routine volumes of waste generated in support of the PWS (except waste generated under C.1.3.1 and C.1.7.6 as discussed above).

Demolition of Inactive Facility waste estimate is provided in PWS Section 1.4.5.3, Table C.1.4.5.3(b).

Consistent with other sections of the PWS, individual projects that generate waste as part of the completion of that project (e.g., excavation of a burial ground or construction or modification of a facility) will need to account for the waste disposition as part of the planning and estimating for each project.

73. Clause E.1 states, "The Contractor shall comply with the higher-level quality standard selected below:..." Neither of the two programs listed "below" have been "selected." Does DOE mean that both of the listed standards are the ones that apply?

Answer: Yes.

74. Clause H.103, Workforce Transition and Employee Hiring Preferences, states in subparagraph (A)(1) that the "Contracting Officer will provide written notification to the Contractor of additional sections of the PWS that constitute the same or similar services, and for which the LATA-KY DOE Contract is considered to be a predecessor contract." Since the statements of work for the two contracts are both complete, can DOE modify this clause to identify any additional sections of the PWS that constitute the same services and remove references to future notifications?

Answer: We will not be revising to include any other areas.

75. Clause H.104(H)(1) requires the Contractor to "become a sponsor of the existing ETP pension and other benefit plans" ... and states "The Contractor shall be responsible for maintaining the qualified status of these plans." In a previously published answer relating to Clause H.105(B)(1), DOE stated: "The Contractor shall become a sponsor/participating employer for the purposes of its own employees."

Please clarify whether the Contractor's responsibilities under Clause H.104 are similarly limited to apply "for the purposes of its own employees." Further, as the Contractor will not be the Lead Sponsor for the relevant Pension and Benefit Plans and cannot unilaterally control actions of the Plans, please clarify whether the Contractor will meet its obligations under Clause H.104(H)(1) by making all reasonable efforts to assure that the qualified status of the plans is maintained.

Answer: Please refer to H.105 paragraphs (C) & (D) and other administrative instructions.

76. Clause H.126, Contractor Community Commitment. Costs incurred by the contractor "for community commitment activities are unallowable and non-reimbursable under the Contract." Nevertheless, the Contractor is obligated to submit an "annual plan for community commitment activities and report on program success semi-annually." It is our understanding that while the costs for community commitment activities are unallowable, the costs for preparing contract required plans and reports related to community commitment are allowable and the Contractor's performance in this area can be taken into account in DOE's Award Fee evaluation. Is this correct?

Answer: The costs for preparing the required plans and reports related to Community Commitment are considered allowable costs. Yes, it will also be taken into account during the award fee evaluation. See also the response to question #42.

77. Clause H.128, Sales And/Or Recycle of Products or Material. Subparagraph (b)(1) requires that, "the Contractor shall be responsible for the sale of any product as directed by the CO." However, as specified in subparagraph (e) the Contractor's costs for developing and implementing these plans are not allowable unless approved by the CO. Since such sales will only be performed "as directed by the CO" and since development and implementation costs would only be incurred as a result of that direction, under what scenario would the costs incurred be unallowable?

Answer: If the Contractor would proceed on its own to develop a plan for sale of any product before being directed to do so by the CO, those development costs would not be allowable.

78. Intentionally left blank.

79. Clause H.144, Sale of Property. The clause requires the Contractor to issue a credit to DOE in the amount of the proceeds of the sale. Please confirm that Contractor costs incurred to complete the sale under this provision are allowable costs.

Answer: The Contractor should not assume any the costs of sale of any property acquired under the Task Order will be allowable. Prior to incurring any such costs, the Contractor should consult with the ACO.

80. H.150(a) states that, "The general construct of this Task Order results in minimal parent organization investment (in terms of its own resources, such as labor, material, overhead, etc.) in the Task Order work. Accordingly, allocations of parent organization expenses are unallowable for the Contractor, major/critical subcontractors, and/or teaming partners, unless authorized by the Contracting Officer in accordance with this clause." While this clause is appropriate for the follow-on surveillance and maintenance contract, where personnel will perform repetitive tasks for long periods of time, it is not appropriate for a dynamic deactivation and stabilization contract where the types of resources and expertise will change rapidly depending upon program phase. For example, while numerous safety analysis and licensing experts will be required early in the project, the number required will be reduced by a factor of three within six months. Similarly, management systems setup, facility walkdowns, utility optimization analyses, and planning for stabilization and deactivation are transient tasks which can best be performed via the temporary assignment of parent organization or subcontractor personnel. For those resources, offerors and proposed subcontractors need to be able to recover their home office overheads and G&A. Please modify H.150 to state that, where offerors propose the temporary assignment of parent organization or subcontractor resources to accomplish tasks that will be completed in less than one year, allocation of parent corporation or subcontractor overheads and G&A are acceptable.

Answer: See response to #15. The clause at H.150, Parent Organization Support was deleted via Amendment 001.

81. Clause H.152, Indirect Rate Ceiling: The reference should be to Section L.20 (on page L-23).

Answer: Correct. The RTP will be revised to correct this reference to L.20(j)(ix) in an amendment.

82. Does I-100, FAR 52.244-5 Competition in Subcontracting, apply to CLIN 8, or is it applicable to only the cost-plus CLINs, since the competition for the fixed-price CLINS will have been completed as part of this RTP and response?

Answer: This clause is applicable for all CLINs.

83. Sections J List of Attachments, identifies Attachment J-11, Draft Award Fee Plan, and states that it "will be provided prior to final proposal preparation date." Please provide this plan as early as possible so that offerors can afford it meaningful consideration in the preparation of our proposal.

Answer: See also response to question #26 and #62.

84. Intentionally left blank.

85. L.20 - Proposal Preparation Instructions -- Volume III, Cost and Fee Proposal, subsection j (ix) Indirect Rates, subparagraph titled, Indirect Rates Other Than Fringe Benefits, requires the following:
- The Contractor shall provide a contractually binding statement, as part of the Offer in Volume I, stating the proposed labor overhead and G&A rates (including any and all joint venture partners and Corporate Home Office Allocations) for each FY are ceiling rates and will extend for the life of this Task Order (even if the Contractor does not have the two identified indirect rates)." and,
 - "The Contractor shall provide a detailed explanation of the proposed corporate organizational structure and whether corporate home office allocation is or is not applicable.

Based on the foregoing, it appears that indirect rates for the Corporate parent and all joint venture home office support are part of the Offeror's proposal and, if accepted, are not subsequently subject to CO approval after Contract award as stated in H.150? Is this correct?

Answer: See response to question #43.

86. L.20(e) states in part that, "For proposal preparation purposes, Contractors shall assume an award date of April 1, 2014 with a 90-day Task Order Implementation Period; therefore, with the exception of PWS C.1.2.1 (Pre-Release Planning and Facility Transfer), Contractors shall assume full responsibility for the performance of the Task Order requirements on July 1, 2014." But many of the deliverables contained in sections other than C.1.2.1 are due in the first 90 days of the contract, prior to July 1, 2014. What is DOE's intent relative to deliverables that are due within 90 days of NTP if the deliverables are not contained within PWS C.1.2.1 and the contractor has not assumed responsibility for those task order requirements?

Answer: See response to question #30.

87. Section L.20(e) states that, "For proposal preparation purposes, Contractors shall assume an award date of April 1, 2014." Attachment L-7, Cost Assumptions/Information, Item 1 states that, "All facilities listed in Table L-7 and services will be transferred from USEC to DOE on July 1, 2014." Thus, the DOE defined time between NTP and Facility Release is only 90 days. As a result, deliverables that are due within 90 days of NTP and all deliverables required 60 days prior to facility release overlap, requiring an impossible schedule logic. For example, Section C.1.2.1.1 requires that the contractor submit a Facility Transfer Plan 60 Days after NTP. That same section requires that facility walkdowns be completed 30 Days prior to Facility Release, which is the same day that the Facility Transfer Plan is submitted to DOE for approval. This provides zero days for DOE to approve the Plan and zero days to complete the walkdowns. Similarly, as part of facility walkdowns described in Section C.1.2.1.1, the Contractor is required to complete and document a review to determine if USEC methods and characterization support the turnover requirements in the GDP Lease. The resulting gap analysis is due to DOE 120 after NTP. But, based on DOE constraints, this is 30 days after facility release. Please provide an assumed date for NTP and an assumed date for facility release that will support preparation of a credible schedule.

Answer: See response to question #30.

88. Section L.20(e) states in part that, "For proposal preparation purposes, the Contractor shall assume there will be no on-site Project Support costs relating to Pre-Release Planning and Facility Transfer during the Task Order Implementation Period." Project Support includes accounting, project management, safety, regulatory compliance and a host of other support functions that are fundamental to execution of any work on a project. In the absence of these PWS elements, and their associated WBS codes, where are contractors to account for activities

normally charged to Project Support WBS elements during the Task Order Implementation period?

Answer: See response to question #30.

89. Table L-2 - Under Proposal Volume Requirements and Page Limitations, Recent and Relevant Past Performance is currently not excluded from page count. Considering past performance is typically excluded from the Technical Volume page count and the 50 page limitation, would DOE please exclude Recent and Relevant Past Performance from page count.

Answer: See response to question #29.

90. Attachment L-5 - In Attachment L-5, the spreadsheet for relocation is the same as the spreadsheet for travel and does not include columns for normal relocation expenses such as Packing and Moving. Please advise where you would like those costs to be included.

Answer: The Relocation worksheet in Attachment L-5 has been uploaded to the procurement website and will be revised in an amendment. The new worksheet requires only the identification of the labor category incurring the relocation expense and the proposed total proposed relocation by GFY and PWS. As noted in the L-5 Relocation worksheet, the proposed relocation costs should include the travel costs associated with the relocation.

91. Attachment L-7 - Attachment L-7, Cost Assumptions/Information, Item 17 states that "The Contractor shall assume that all lube oil referenced in PWS Section C.1.3.2.4 is potentially contaminated with PCBs." The assumption of "potential" contamination does not achieve the objectives of a cost assumption, since it creates uncertainty rather than resolving it. For proposal preparation purposes only, should offerors assume the lube oil is contaminated with PCBs, or should proposers assume that the lube oil is not contaminated with PCBs?

Answer: Preliminary information obtained from characterization of lube oil in process facilities indicates no detectable PCB contamination in the samples. Therefore, for proposal preparation purposes, the Contractor shall assume lube oil is not contaminated with PCBs. The RTP Section L, Attachment L-7, will be revised per an Amendment.

92. Page L-36, Attachment L-7, Assumption #7. This assumption states that "50% of waste will meet the WAC for the C-746-U Landfill and 50% shall be dispositioned at an off-site facility." Can you please clarify which wastes will meet the WAC for the C-746-U Landfill? Section C.1.7.6 states that the landfill waste acceptance criteria prohibits the disposal of classified, hazardous and LLW. Waste estimates presented on pages C-56 and C-70 include various waste types including sanitary, TSCA, LLW, and MLLW. Does the "50% of waste" include just the sanitary and TSCA volumes, or is 50% of the other waste types assumed to meet the WAC for the C-746-U landfill?

Answer: The WAC for the C-746-U has been added to the PPPO Reference Library. See website "Reference Library" page.

When specific categories are not provided in detail regarding a project's waste stream, the 50% assumption rule is a general assumption and should be applied as whole to a project waste stream.

When the waste categorizations are provided, such as Sanitary, TSCA, LLW, MLLW, for use in estimating, then appropriate assumptions to those stated volumes should be used. For example, it should be assumed that 100% of the sanitary waste meets the C-746-U Landfill requirements since it is classified as a sanitary waste landfill. LLW and MLLW by definition cannot be dispositioned into the C-746-U Landfill.

93. Attachment J-13 - The header on the Government Furnished Property List shows “Paducah Remediation.” Will the property listed be turned over to the Deactivation contractor at NTP or when the remediation contract is turnover over on July 15, 2014?

Answer: In accordance with the PWS, the vehicles and property identified on the Emergency management Vehicles List (page J-13-2) and the DOE Leased Assets List (USEC Property) (page J-13-27) will be turned over to the Contractor upon Facility Release. Property identified on the Post-GDP Shutdown Environmental Services Property List (page J-13-3) will be turned over to the Contractor upon transition from the Remediation Contractor.

94. Attachment J-5 - Item 1 states, the “Deactivation contractor” is responsible for entry/access control, but J-5 page 2, item 8 states the Infrastructure contractor is responsible for the administration of the Plant Access Enrollment system. Does this mean that the system that the deactivation contractor will be using for access control, will be under the responsibility of the Infrastructure Contractor? J-5 page 3 item 17 also states that entry/access control and locksmith services are provided by the Infrastructure contractor which is contrary to J-5, page 4, item 1 for the deactivation contractor. Who has responsibility for access control and locksmith services?

Answer: The Infrastructure Contractor has responsibility for locksmith services for on-site DOE Facilities, which will include deleased USEC facilities. Any off-site facilities utilized by the Deactivation Contractor will be coordinated with the infrastructure contractor to ensure a DOE compliant protection strategy exists for the protection of government property and information. The Deactivation Contractor will ensure that personnel maintain access control for their assigned facilities (locking doors and protecting property) consistent with Federal laws, Regulations, Paducah Site Security Plan and the protection strategy developed by the infrastructure contractor.

The RTP Section J, Attachment J-5 will be revised in an amendment to clarify the on-site/off-site responsibility.

95. Attachment J-5 -Item 15 states that the infrastructure contractor is responsible for “ensuring utilities are provided at remote facilities” but J-5 page 4 and 5, items 6, 7, 8, 9 give overall responsibility for the utility systems to the deactivation contractor? Please explain the differences.

Answer: The Contractor has overall responsibility to manage utilities and provide utility services to on-site users. The Infrastructure Contractor will ensure utilities are provided at remote (off-site) facilities, coordinating with the Deactivation Contractor as necessary for the provision of utilities.

The RTP Section J, Attachment J-5 will be revised in an amendment to clarify the on-site/off-site responsibility.

96. Attachment L-5 -Each Cost Element tab in the L-5 workbook is summarized by PWS in the L-4 workbook. In addition, labor fringe costs are added below the direct labor costs in the L-4 workbook. Does the Labor tab in the L-5 workbook contain only direct labor rates and costs without fringe? We understand that each labor category in L-5 must be identified so that it is “readily apparent which fringe rate applies to each proposed labor rate category.”

Answer: As noted in the L-4 Cost Worksheets, the cost element Labor has a “From L-5 Labor” notation while Fringe Benefits and Labor Overhead do not; therefore, the Labor dollars in the L-5 Consolidated Direct Cost Schedules “*Labor*” worksheet will only reflect direct labor without fringe or direct labor overhead.

97. Attachment L-7 -Item 17 in Attachment L-7 (Cost Assumptions/Information) states that "The Contractor shall assume that all lube oil referenced in PWS Section 1.3.2.4 (C-600 Steam Plant Shutdown) is potentially contaminated with PCBs." To ensure that DOE receives consistent costing between bidders, we recommend that DOE (a) remove the word "potentially" and (b) define the level of PCB contamination in the lube oil so that all bidders reply to a consistent scope. Knowledge of the concentration of PCBs in the lube oil would also support "evaluation of the lube oil as a fuel source" and "dispositioning of the site's approximately 600,000 gallons of lube oil within the cost/benefit analysis," as required in PWS C.1.3.2.4, page 47.

Answer: See response to question #91.

98. B.2 CLIN 0002 - This clause includes the statement, "There is no fee for the costs paid to the benefits administrator for the defined benefit pension plan costs and healthcare benefits costs, (i.e., Multi-Employer Pension Plan/Multi-Employer Welfare Arrangement (MEPP/MEWA))." In the H.100 series of clauses on pay and benefits, the Contractor is required to maintain the qualifications of the MEPP (under the Internal Revenue Code) and the MEWA (under ERISA), and comply with the provisions of ERISA, the Pension Protection Act, and other relevant regulations, yet DOE is excluding both defined pension benefit plan contributions and healthcare contributions to the MEPP and MEWA from fee. How can DOE justify a Contractor assuming such risk without commensurate compensation? Will DOE indemnify the Contractor for any plan disqualification or regulatory noncompliance, especially given the fact that the Contractor is not the exclusive sponsor of these plans?

Answer: No fee is paid for the actual monetary payment into the MEPP/MEWA. Fee is allowable for the labor associated with the administrative activities to process the payments.

99. Clause H.120(A) requires the Contractor to "cooperate with a successor Contractor or the Government by allowing its employees to interview for possible employment." In recognition that many, if not all, of the Basic IDIQ contract holders have employees who will not perform any work on the Paducah Deactivation Project, can this provision be clarified so that it applies to "employees who have performed work on the Paducah Deactivation Project"?

Answer: The provision specifically requires cooperation with the successor contractor. Therefore it would only include the employees from the predecessor contract.

100. Intentionally left blank.

101. The first part of Section L.19(b) Criterion 1 requires that proposers describe their technical approach to "transition and execution of the C.1.7 Post-GDP Shutdown Environmental Services." The second part of Section L.19(b) Criterion 1 requires that proposers address their comprehension of C.1.2.3, Post-GDP Shutdown Environmental Remediation Transition. Thus, DOE is requesting that transition be addressed in both locations. In view of page restrictions, please delete the words "transition and" from the first requirement so that offerors can address execution in one location and transition in the other.

Answer: RTP Section L.19(b) Criterion 1 will be revised in an amendment to state that Contractor should describe its technical approach to "Execution of the C.1.7 Post-GDP Shutdown Environmental Services,...".

102. C.1.3.2.3 - To establish costs for the Power Distribution task, we require copies of the electrical systems drawings. Specifically we require the following information:

Drawings	One Line Diagram	Three-line Diagram	General Arrangement Drawings
161 KV drawings for Switchyard C-531	✓	✓	✓
161 KV drawings for Switchyard C-533	✓	✓	✓
161 KV drawings for Switchyard C-535	✓	✓	✓
161 KV drawings for Switchyard C-537	✓	✓	✓
13.8 KV system drawings for C-531	✓	✓	Loads Served
13.8 KV system drawings for C-533	✓	✓	Loads Served
13.8 KV system drawings for C-535	✓	✓	Loads Served
13.8 KV system drawings for C-537	✓	✓	Loads Served
Relay House Schematics and electrical line drawings for C-532	✓	✓	Other Schematics for this facility as available
Relay House Schematics and electrical line drawings for C-532	✓		

In addition, we need a diagram, tabular data or text, that defines the building names, the amount of electricity that is currently drawn by those facilities (e.g., C-100, C-101, C-102, C-300, C-310, C-315, C-310, C-331, C-333A and C-333, C-335, C-337A and C-337, C-360A and C-360, C-400, C-710, C-709, C-720, C-611, C-615), and which switchyard currently supplies those.

Answer: These drawings are only for limited release to the Contractors and by request to Toni Rutherford at PaducahDeactivation@emcbc.doe.gov.

Individual facilities are not metered. The drawings will identify where the power is fed for each facility. Projected power load for the facility for S&M is no greater than 25 megawatts. Section L, Attachment L-7 will be revised to include this assumption.

103. Website - On the Paducah Reference Library website there is a link to PGDP Facility photos. The list pictures stop at building 753A. Please post photos of C-757, C-754, C-754-A and C-754-B.

Answer: These photos are only for limited release to the Contractors by request to Toni Rutherford at PaducahDeactivation@emcbc.doe.gov and will not be posted to the Paducah Reference Library.

104. Intentionally left blank

105. The RTP PWS elements do not specifically require readiness assessments for the restart of nuclear facilities. Since the facilities are currently under USEC's control under NRC license, it would seem that DOE Order 425.1 (included by reference in the Master ID/IQ contract) would drive a requirement for readiness assessment(s) upon transfer to the DOE Order operating environment.

Answer: The Contractor should assume that a readiness assessment is required. This should be priced with the C.1.2.1 - Pre Release Planning and Facility Transfer. Section L, Attachment L-7 will be revised in an amendment to add this information.

106. Section C.1.7.5 c) states the Offeror is to "Conduct thermoluminescent dosimeter (TLD) monitoring at an estimated 40 locations; aquatic and other biological monitoring; and landfill surface water and leachate monitoring." Attachment J-5, Section 1 states "Services Provided by Infrastructure Contractor (or other Site Contractor), 16 Health and Safety. Coordinate with Contractors to prepare DOE Site Hazard Survey. Provide Dosimetry and bioassay sampling. Calibrate and maintain all monitoring and surveying equipment."

Question – Is the infrastructure contractor responsible for supplying and analyzing the dosimeters referenced in Section C.1.7.5 c)?

Answer: The TLD monitoring associated with the Environmental Monitoring Program is for environmental external gamma and neutron monitoring and not part of the Personal Dosimetry monitoring that is provided by the Infrastructure Contractor. On a quarterly basis, TLDs are obtained from a contract vendor and replaced. The TLDs from the previous quarter are collected and sent back to them for analysis. Adding background locations, there are currently 57 locations monitored. Annually a report is provided that summarizes the results by location. The results also are reporting in the Annual Site Environmental Report. The 2011 ASER is provided on the reference website. The current FY 13 Environmental Monitoring Plan is also on the reference website and pages C-63 and C-67 provides a description of the monitoring program and the locations for gamma and neutron monitors.

107. Section L.20 (a) instructions state that all cost and fee information shall be included in Volume III of the proposal and that none of the information contained in Volume III shall be included in any other proposal volumes unless specifically requested in the RTP. Section L.20 (j) (iii) describes the requirements for the Basis of Estimate (BOE) and states that the BOE shall be a standalone document within Volume III, separate from the estimate calculations. Section M.3 states that DOE will perform a technical analysis of the Cost and Fee Proposal and consider this analysis in the evaluation of both Volumes II and III.

Question – Since DOE is going to perform a technical evaluation of the Cost and Fee Proposal and consider the analysis in the evaluation of Volume II, and since the Proposer is not to include cost and fee information outside of Volume III, should the Proposer's BOE be prepared with labor, equipment, and material descriptions and quantities but no cost or fee information? In this case, the cost and fee information would then be included only in the L-4 and L-5 spreadsheets. Is the requirement for the BOE to be a standalone document within Volume III an indication that it will be the primary source for technical evaluation and should, therefore, not include cost and fee information?

Answer: The Contractor's Volume III stand-alone BOE should include labor, equipment, and any other direct cost descriptions along with quantities and cost information as required to provide the basis for the costs identified in the L-4 and L-5 worksheets. The BOE provides the bridge between Volume II technical approach and the Volume III cost data collected in the L-4 and L-5 worksheets and will be primarily used in the cost analysis and technical evaluation of costs. The technical evaluation of cost is a separate and distinct process from the technical evaluation of Volume II.