

The below questions with answers were posted previously; the answers below replace the previously provided answers:

Q&A Posted 8/12/13

5. The Draft RTP Clause H.105(B)(1): This clause also states that the Contractor shall have responsibility for management and administration of these plans. Is the responsibility to administer these plans held by the Plan Benefit Investments Committee, which has representatives from the various participants in the Plan?

Revised Answer: The Contractor, if it has employees eligible to participate in the MEPP, shall become a sponsor/participating employer in the MEPP and MEWA, and as such will have a representative on the MEPP's Benefits and Investments Committee (BIC). The BIC is charged by the sponsoring employers with the administration and operation of the MEPP.

Q&A's Posted 9/5/13

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.

Revised Answer: The successful contractor must determine its obligations and its path forward with respect to USEC's collective-bargaining agreements and/or negotiating any new collective-bargaining agreements, consistent with the contract and applicable laws.

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?

Revised Answer: At this time, we will not be revising Clause H.103 to include any other areas.

75. Clause H.104(H)(1) requires the Contractor to "become a sponsor of the existing ETTP 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.

Revised Answer: See [revised] answer to question 5.

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?

Revised Answer: Expenses for contributions to the plans are not included in the determination of the base upon which the fee is calculated, as stated in the clause. DOE does not indemnify the Contractor, but does reimburse costs of plan administration pursuant to the allowable cost provisions of the Contract.