

**Paducah Infrastructure Support Services
Request for Proposal DE-SOL-0006383
Questions and Answers #4**

No.	Industry Question	DOE Answer
74.	<p>Reference Section H, Clause H.9 Labor Relations on page H-21: This clause (H.9) has been changed from the corresponding Labor Relations clause in the existing SST Infrastructure Support Services Contract. Specifically, paragraph (c) of Clause H.22 in the SST Contract has been deleted in the new H.9 clause. The deleted paragraph (c) states that “Consistent with applicable labor laws and regulations for that work that is being performed by members of United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers Union (USW) on the effective date of this contract, the Contractor agrees to initially consult with USW regarding the initial terms and conditions of employment and to recognize USW as the collective-bargaining representative for employees performing work that has historically and traditionally been performed by USW members and is covered in the scope of this Contract, and to bargain in good faith to a collective bargaining agreement that gives due consideration to applicable terms and conditions of the existing SST, PRS, UDS, and USEC collective bargaining agreements for work at the Paducah Gaseous Diffusion Plant Site.”</p> <p>Question: Is the Offeror still required to recognize the USW as the collective-bargaining representative for employees performing work under the Infrastructure Support Services Contract although it is not specifically stated in the new H.9 Clause?</p>	<p>The successful Offeror shall comply with Clause H.9, Labor Relations, as included in the Final RFP (as conformed).</p>

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151.	<p>Section J, Attachment J-3, Paducah Infrastructure Accountable Property List. The majority of government property in possession of the current infrastructure contractor does not meet the DOE dollar threshold to make it accountable. As such, these items (i.e., hand and power tools, Kubota mower attachments, locksmith tools, brine application equipment, diagnostic tools, etc.) are not included on this list. Without the list, the incumbent contractor will have an unfair advantage as bidders will have to include cost for such items since they are not listed. Will the Government provide a list of all government property currently assigned to SST?</p>	<p>A listing of types and quantities of additional government furnished property will be made available as a J-8 attachment (Attachment J-8.C.2.5.2, Summary of Additional Government Furnished Property) in an amendment to the Final RFP. Additionally, clarifying language will be added to Section C.2.5.2, Personal Property. The current condition is that all government furnished property is operable and serviceable.</p> <p>Attachment J-3, Accountable Property List, will be updated to include the manufacturer and purchase date.</p>
152.	<p>Reference Section C, Clause C.2.2 ENVIRONMENTAL SAFETY, HEALTH, AND QUALITY PROGRAM on page C-5 Question: Can DOE provide the OSHA 300 logs (with redacted names) for this project for the last three years to help bidders gauge the current safety climate?</p>	<p>No. This information is not able to be provided.</p>
153.	<p>Reference Section C, Clause C.2.2.4 QUALITY ASSURANCE on page C-9 and the Incumbent Contractor’s Quality Assurance (QA) Plan included in the sensitive information: In this QA Plan under CRITERION 3- QUALITY IMPROVEMENT, Subitem 3.1 IMPROVEMENT PROGRAM, it is stated that “Problem prevention and continuous quality improvement objectives are met by measuring and evaluating performance against key performance indicators/standards.” Question: Can DOE provide the Key Performance Indicators (KPI’s) and their values over time that the incumbent used to track performance?</p>	<p>No. Goals and objectives related to this Contract are stated in Section C.1.2, Goals and Objectives. Additionally, the specific ISS Contract requirements are included in the Final RFP.</p>

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154.	The GFE for the Roads and Grounds was not discussed or reviewed as part of the tour; what is the current condition of this and other equipment?	<p>A listing of types and quantities of additional government furnished property will be made available as a J-8 attachment (Attachment J-8.C.2.5.2, Summary of Additional Government Furnished Property) in an amendment to the Final RFP. Additionally, clarifying language will be added to Section C.2.5.2, Personal Property. The current condition is that all government furnished property is operable and serviceable.</p> <p>Attachment J-3, Accountable Property List, will be updated to include the manufacturer and purchase date.</p>
155.	Section 15 of Form L-3 asks for “DART and TRC rates and hours worked for the entity on the referenced contract for each calendar year over the last five years.” Is the DART and TRC rate and hours worked for the entity on a yearly basis acceptable?	<p>Yes. The DART rate is based upon OSHA regulations based on trending over 200,000 hours, but is not based on total injuries. It is based only on those injuries and illnesses severe enough to warrant “Days Away, Restrictions, and Transfers.”</p>
156.	(Reference: Section J) Will the government provide maintenance history for all lawn mowing equipment? Also will the government provide the hours of usage logged for the existing equipment to facilitate determination of equipment repair and replacement costs?	<p>A listing of types and quantities of additional government furnished property will be made available as a J-8 attachment (Attachment J-8.C.2.5.2, Summary of Additional Government Furnished Property) in an amendment to the Final RFP. Additionally, clarifying language will be added to Section C.2.5.2, Personal Property. The current condition is that all government furnished property is operable and serviceable.</p> <p>Attachment J-3, Accountable Property List, will be to include the manufacturer and purchase date.</p>
157.	(Reference: Section J) Floor buffers are not specified in the list equipment provided by the government. Are floor buffers provided?	<p>A listing of types and quantities of additional government furnished property will be made available as a J-8 attachment (Attachment J-8.C.2.5.2, Summary of Additional Government Furnished Property) in an amendment to the Final RFP. Additionally, clarifying language will be added to Section C.2.5.2, Personal Property. The current condition is that all government furnished property is operable and serviceable.</p> <p>Attachment J-3, Accountable Property List, will be updated to include the manufacturer and purchase date.</p>

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158.	(Reference: Section J) Will the government provide a list of all motorized hand tools such as weed eaters, hedge trimmers, chainsaws, other power tools, etc., as well as date of purchase and usage hours?	<p>A listing of types and quantities of additional government furnished property will be made available as a J-8 attachment (Attachment J-8.C.2.5.2, Summary of Additional Government Furnished Property) in an amendment to the Final RFP. Additionally, clarifying language will be added to Section C.2.5.2, Personal Property. The current condition is that all government furnished property is operable and serviceable.</p> <p>Attachment J-3, Accountable Property List, will be updated to include the manufacturer and purchase date.</p>
159.	(Reference: Section J) Will the government provide the current equipment maintenance plan and history, including maintenance history of current mowing equipment?	<p>A listing of types and quantities of additional government furnished property will be made available as a J-8 attachment (Attachment J-8.C.2.5.2, Summary of Additional Government Furnished Property) in an amendment to the Final RFP. Additionally, clarifying language will be added to Section C.2.5.2, Personal Property. The current condition is that all government furnished property is operable and serviceable.</p> <p>Attachment J-3, Accountable Property List, will be updated to include the manufacturer and purchase date.</p>
160.	(Reference: Section J) What is the planned GFE?	<p>A listing of types and quantities of additional government furnished property will be made available as a J-8 attachment (Attachment J-8.C.2.5.2, Summary of Additional Government Furnished Property) in an amendment to the Final RFP. Additionally, clarifying language will be added to Section C.2.5.2, Personal Property. The current condition is that all government furnished property is operable and serviceable.</p> <p>Attachment J-3, Accountable Property List, will be updated to include the manufacturer and purchase date.</p>

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161.	(Reference: Section J) Will the government provide a list of new equipment purchased by the incumbent within the last year?	<p>A listing of types and quantities of additional government furnished property will be made available as a J-8 attachment (Attachment J-8.C.2.5.2, Summary of Additional Government Furnished Property) in an amendment to the Final RFP. Additionally, clarifying language will be added to Section C.2.5.2, Personal Property. The current condition is that all government furnished property is operable and serviceable.</p> <p>Attachment J-3, Accountable Property List, will be updated to include the manufacturer and purchase date.</p>
162.	(Reference: Section J) Will the government provide the make, model, size, age, maintenance history for all bush hog attachments?	<p>A listing of types and quantities of additional government furnished property will be made available as a J-8 attachment (Attachment J-8.C.2.5.2, Summary of Additional Government Furnished Property) in an amendment to the Final RFP. Additionally, clarifying language will be added to Section C.2.5.2, Personal Property. The current condition is that all government furnished property is operable and serviceable.</p> <p>Attachment J-3, Accountable Property List, will be updated to include the manufacturer and purchase date.</p>
163.	What constitutes “response” as used in the Emergency, Priority, and Routine response time requirements? Does beginning to work on the corrective/repair action in any way constitute the start of the “response”?	The start of the “response” time is when the Contractor is on site and initiates repair actions.
164.	Does the DOE require the contractor to have Professional Engineering Liability insurance coverage for inspection of bridge and rail structures with public safety exposure?	No. The successful Offeror’s technical approach to performing the PWS and the applicable Federal and State requirements determines whether Professional Engineering Liability insurance is required.
165.	Does the DOE require an employee to hold a Professional Engineering License in Kentucky?	No. The successful Offeror’s technical approach to performing the PWS and the applicable Federal and State requirements determines whether the services of a licensed Professional Engineer are required.
166.	To provide a more accurate basis of estimate for maintaining the Wireless Local Area Network (WLAN) please provide the area of required coverage (sq. ft.) inside buildings and outside buildings to be covered by the WLAN.	The WLAN is required to cover 55 wireless access points with wireless intrusion detection.

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167.	In the Swift and Staley/USW Collective Bargaining Agreement on page 27 a statement is made that the Swift and Staley Team Employee Handbook is considered to be part of the Collective Bargaining Agreement. Can you make the handbook available on the website?	No. Offerors do not require the Swift and Staley Team Employee Handbook for bidding purposes, as the awardee will be responsible for incorporating its own Employee Handbook into its Collective Bargaining Agreement after award.
168.	It is not clear if the current contractor has a defined benefit plan other than the ETTP MEPP for non grandfathered employees. Is there another defined benefit plan that will be transferred to the new contract? If so, please provide plan information.	<p>There is no other defined benefit plan (i.e. pension plan).</p> <p>The current contractor does also have a defined contribution plan (i.e. 401k) for eligible grandfathered and non-grandfathered employees.</p> <p>Only employees who meet the definition of grandfathered employee contained in the ETTP MEPP are eligible for participation. Non-grandfathered employees are those employees who do not meet the definition of grandfathered employee contained within the ETTP MEPP and are therefore not eligible for participation in the ETTP MEPP.</p>
169.	Section 8 of the Addendum to the Collective Bargaining Agreement states a Retiree Health Care Benefits Plan is available to new hires in the same manner as “grandfathered” employees. Can you provide a copy of the Summary Plan Description for the current contractor’s Retiree Health Care Benefit Plan on the website?	<p>This information will not be provided.</p> <p>This language allows new hourly hires to be afforded the same healthcare coverage afforded to grandfathered employees, which are currently provided under the current contractor’s healthcare plan.</p>
170.	Should the bidders assume that the incumbent contractor has updated and revised these programs, plans and procedures to reflect the addition of the USEC lease facilities, especially the Processing Facilities? This has a major impact on the scope of the Transition if this has not been accomplished.	The DOE has assumed responsibility for all assets at the site. Activities are ongoing to complete integration of this additional responsibility through its site contractors. The Government will make available all non-proprietary government-owned programs, plans and procedures to the successful Offeror.

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171.	<p>Why did the briefing and tour only cover the grounds and janitorial aspects of the contract? We selected our three personnel expecting that all portions of the contract would be covered. In addition, the GFE for the roads and grounds, IT equipment, security equipment, incumbent office space was not discussed or reviewed as part of the tour. What is the current condition of this and other equipment?</p>	<p>Refer to Q&A items #36 and #47 regarding the tour.</p> <p>A listing of types and quantities of additional government furnished property will be made available as a J-8 attachment (Attachment J-8.C.2.5.2, Summary of Additional Government Furnished Property) in an amendment to the Final RFP. Additionally, clarifying language will be added to Section C.2.5.2, Personal Property. The current condition is that all government furnished property is operable and serviceable.</p> <p>Attachment J-3, Accountable Property List, will be updated to include the manufacturer and purchase date.</p>
172.	<p>Have engineering studies been conducted to determine what will be required to achieve compliance? If engineering studies have not been conducted, how will the new contractor be expected to categorize and correct this work to bring the site into compliance? In the absence of an engineering study, what scope should the bidders assume to bring these facilities back into compliance or will these facilities be brought into compliance by the incumbent contractor prior to award and transition?</p>	<p>Refer to Q&A #39 regarding Section J, Subsection J-8.C.3.5.3.</p> <p>Refer to Q&A's #17 and #42 regarding Level I and Level II maintenance standards.</p>
173.	<p>Can DOE confirm that the site is currently being maintained in compliance with these standards.</p>	<p>Refer to Q&A #38.</p>
174.	<p>Can DOE confirm that the incumbent contractor has updated and received DOE approval of all Safeguards and Security procedures and plans for the Paducah site and has coordinated with the Portsmouth ODSA contractor to ensure contractor consistency between the Portsmouth and Paducah sites. Specifically, can you confirm that the Paducah site Safeguards and Security Program document has been updated to reflect the addition of the leased USEC facilities and Process Buildings. The status of these documents has an impact on the scope of transition.</p>	<p>The incumbent contractor has a current Site Security Plan approved by the ODFSA that includes the facilities that were formerly leased by USEC.</p>
175.	<p>Can the DOE provide an estimate as to the number of each type of classification determination that will need to be made and/or supported or can the DOE provide historical information on the numbers and types of support?</p>	<p>The work history provided as Attachment J-8.C.3.3a, Security Services Workload History, includes the various types of documents that are reviewed for classification.</p>

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176.	Can DOE provide a listing of GFE that has current warranties and when the warranties expire? Has the incumbent contractor maintained this information within the CMMS?	No, a listing of current warranty information is not available. Refer to Q&A #102 for a consolidated response to questions received regarding the CMMS.
177.	Who are the current GSA Approved Vendors for Paducah, and where are they located? Is the Paducah ISS Contractor responsible for costs for maintenance and repair of the entire 300+ vehicle fleet under the fixed price line items?	Government property in the Contractor’s possession shall be managed in accordance with Section C.2.5.2, Personal Property, as well as FAR 52.245-1, Government Property. As for GSA Interagency Fleet Management System (IFMS) vehicles, GSA vehicle rates are based on a monthly lease and mileage charge, which includes all maintenance and fuel expenses. These costs are reimbursable under Section C.4.5, IFMS Vehicles.
178.	Are moves, Adds and Changes performed by Bargaining Unit personnel at all locations?	The responsible party is dependent on the type of move, add, or change performed, as well as the location of the work.
179.	Can DOE confirm that all hardware and software associated with Telecommunications and Copiers/Print services are included and provided as Government-Furnished Services, and subcontracts have been procured?	Clarifying language added in Clause H.39 as part of an amendment to the Final RFP.
180.	We previously requested a Resource Loaded schedule for the Deactivation and other site contractors. In order to provide custodial services, what is the size of the expected work force on-site by year?	DOE will not provide the Resource Loaded schedule for the Deactivation contractor and other site contractors. The ISS Performance Work Statement specifies the frequency of services required under this Contract. The Deactivation contractor has previously published staffing estimates on its public website.
181.	Section L.33, Proposal Preparation Instructions – Volume III: Price Proposal) Does the funding provided by ELIN A401 and B401 represent all pension plan contributions by the Contractor for all pension covered personnel?	ELINs A401 and B401 correlate to Section C.4.1, Benefit Plans. Section C.4.1 refers to Section H, Clause H.6(E), which includes cost reimbursement of employer contributions to the ETTP MEPP. There is no other defined benefit plan (i.e. pension plan) currently in place.
182.	Section L.33, Proposal Preparation Instructions – Volume III: Price Proposal) Are there any site-required non-standard benefits that need to be provided to non-union or non-grandfather incumbents?	The term “non-standard benefits” is not included in the Final RFP. The requirements are as stated in the Final RFP, including the applicable clauses in Section H.

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183.	Section L.33, Proposal Preparation Instructions – Volume III: Price Proposal) Are the Benefit Plans costs included in ELINs A401 and B401 the only non-standard benefit for grandfathered employees?	The term “non-standard benefits” is not included in the Final RFP. ELINs A401 and B401 correlate to Section C.4.1, Benefit Plans. Section C.4.1 refers to Section H, Clause H.6(E) for cost reimbursable items. All benefit costs not specifically included in Clause H.6(E) shall be part of the firm-fixed-price.
184.	Section L.33, Proposal Preparation Instructions – Volume III: Price Proposal) Is there a site-required vacation allowance by years served for non-union incumbent employees?	No. There is no site-required vacation allowance.
185.	Section L.33, Proposal Preparation Instructions – Volume III: Price Proposal) Are there site-required medical & dental plans that are required to be provided to the incumbent workforce?	Yes, but only for grandfathered employees through the MEWA. As a supplement, please refer to Q&A #169.
186.	Article L.35 (g) of the Draft RFP mentions that the historical fringe rates and staffing levels would be provided by the DOE, yet the Final RFP does not mention this. Would the DOE please provide these historical fringe rates and staffing levels for informational purposes?	Refer to Q&A #3 regarding historical staffing levels. Historical fringe rates will not be provided, as future fringe rates may not be comparable to historical fringe rates and Offerors have been provided with adequate data to estimate fringe rates based on the Contract requirements.
187.	In Attachment J-8.C.3.4.2 (Page 8 of 13), the Help Desk/Service Desk Table lists both 900 users per month and 900 users per year. Which number is correct?	There are only 900 users at any given time. The number of users per month is not extrapolated for the yearly number.
188.	Will the government provide a list of the incumbent contractors equivalencies and or exemptions from the Committee on National Security Systems (CNSS) requirements as amplified by the Senior DOE Management / Risk Management Assessment (RMA) implementation plan direction?	Yes. During the transition period, the current approved System Security Plan and supporting documentation on the implementation of the RMAIP and referenced directives (including the applicable CNSS requirements) will be provided.
189.	Will the government provide the latest Annual Self-Assessment Report since the latest one provided was for 2010?	This current report cannot be provided in full-text. However, the last Annual Cyber Security Self-Assessment was completed on March 15, 2014, and the current Cyber Security Self-Assessment at the time of completion of the transition period can be utilized until the next required due date.

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190.	<p>C.3.5.2.2.2 LEVEL II Maintenance or Service. Unscheduled Activity (Maintenance or Service) includes, but is not limited to, any activity or service required that was not scheduled or planned and that cannot foreseeably be scheduled or planned such as corrective maintenance repair, improvement or special events. The Contractor has full responsibility for any LEVEL II maintenance work up to the limit of liability of 80 direct labor hours or \$2,500 in direct material cost per maintenance activity, piece of equipment, or service call. The underlined text from the PWS represents unlimited risk for the Contractor.</p> <p>Will DOE provide a not-to-exceed limit on this PWS item so that the bidders can estimate it and anything above the not to exceed cost reimbursable with fee?</p>	<p>Section C.3.5.2.2.2 LEVEL II Maintenance or Service states, “An estimated workload for LEVEL II Service Orders is provided in Section J, Attachment J-8.C.3.5.2.2.2, “Estimated Annual Level II Service Order(s).”</p>
191.	<p>The QASP contains many textual quality problems. This document would not meet the specified quality requirements as specified. In addition, we believe the QASP is not consistent with the Federal Acquisition Regulation (FAR) Subpart 16.2, Fixed Price Contracting. Please validate that the QASP is fully compliant with the cited FAR clause.</p>	<p>Modifications have been made to the QASP in response to industry comments regarding consistency and quality. The QASP is compliant with FAR Subpart 16.2, Fixed-Price Contracts, and FAR Part 46, Quality Assurance.</p>
192.	<p>The magnitude of the QASP AQL combined penalties represents 62% of the affected ELINS and can total a potential cumulative penalty of \$60,000/occurrence on a monthly basis. We have a grave concern that this level of penalty is disproportionately egregious for a small business set aside contract. In fact this level of penalty is egregious for any contract. We recommend a reasonable alternative would be a cap equivalent to 5%. Will the DOE consider modification of the penalties to a reasonable percentage of each ELIN?</p>	<p>The DOE has reviewed and, where appropriate, modified stated deduction(s). In addition, any deductions are only taken after the Contractor has failed to meet the ELIN requirement.</p> <p>It is not expected, anticipated, or desired that a Contractor would fail to meet the requirements of the Contractor and/or agreed-upon obligations.</p>
193.	<p>Regarding the QASP focus on penalties for performance deficiencies, will the DOE consider incorporating a balanced approach by adding in kind bonuses for meeting or exceeding specified performance metrics?</p>	<p>No. The DOE does not provide incentives and/or bonuses for exceeding contract requirements. The nature of a fixed price contract is to provide an agreed upon service, at an agreed upon price, and at (or within) an agreed upon time.</p>

No.	Industry Question	DOE Answer
194.	Regarding the QASP 2.2.2 Remedial Actions clause, remediation actions include liquidated damages language. Are these liquidated damages directly associate with mission impacts?	The QASP does not include any liquidated damages. In accordance with FAR 52.246-4, the deductions included in the QASP are commensurate with the services performed.
195.	Regarding the QASP specified penalties for late delivery of plans and documents, the requirements specify DOE approval in the AQL requirement. DOE approval is not within the control of the contractor so penalties of \$500/day inclusive of DOE approval is unreasonable. The AQL requirements for plans and documents should state submittal for review and approval. Will the DOE consider modifying all of the plan and document submittal AQL's to remove the specification for DOE approval requirement?	<p>The Contractor, under C.2.1, has an obligation to submit a Deliverable Schedule setting forth (on any given document): the amount of time for submittal (to DOE), the anticipated time for DOE review, the time for Contractor comment resolution, the time for Contractor resubmittal, and the time for final DOE acceptance. The timeframes, established in the initial Deliverable Schedule, are considered to be the master schedule (with specific due dates identified for each deliverable). Failure by DOE to meet, the agreed upon schedule, will not be counted against the Contractor's initial allotted time and the schedule would be adjusted accordingly.</p> <p>DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.</p>
196.	QASP C.2.1, General Document Submittal the stated deliverable requirement is not consistent with the language in the PWS or Attachment J-4. Per J-4, the schedule is provided for information, not acceptance. Therefore, there is no basis in the RFP for this performance standard and no basis for a payment deduction. Furthermore, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	The DOE action for the Deliverable Schedule (Deliverable #1) will be changed from "information" to "approval" in an amendment to the Final RFP.
197.	QASP C.2.2.5, Contractor Assurance System the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.
198.	QASP C.2.2.6, Building/Project Emergency Contingency Plan, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.

No.	Industry Question	DOE Answer
199.	QASP C.2.2.5, Emergency Plan Implementing Procedures, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.
200.	QASP C.2.2.6, Hazard Survey for Infrastructure facilities/activities, the stated deliverable requirement is not consistent with the language in the PWS or Attachment J-4. Specifically, the RFP requirement is to submit for approval, not “attain DOE approval.” Since the DOE review and approval process is beyond the control of the contractor, there is no basis for this QASP requirement and no basis for a payment deduction. Furthermore, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.
201.	QASP C.2.2.6, Emergency Planning Hazard Assessment, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.
202.	QASP C.2.2.6, Paducah Site Specific Emergency Planning Hazard Assessment the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.
203.	QASP C.3.1, (Key Personnel) the minimum AQL establishes an arbitrary standard in excess of the requirement of the PWS. While the intention is to have key personnel onsite as soon as possible after NTP and for the duration of transition, there may be a legitimate business reason for key personnel to be offsite in the furtherance of transition business (such as visiting the contracting officer in Lexington, KY). Thus, this AQL unnecessarily reduces the flexibility provided by the PWS. In addition, the overall objective is a successful transition and there is no justification to penalize the lack of full-time key personnel presence at the site. Please consider deleting this AQL. Will the DOE modify the requirement and/or penalty to a reasonable level or delete the penalty?	<p>Section C.3.1, of the RFP, states that, “Key personnel identified in Section H shall be on-site during the transition period.”</p> <p>The Contractor may request, and the Government may grant, a deviation of this requirement for legitimate business reason(s) for key personnel to be offsite in the furtherance of transition business (such as visiting the Contracting Officer in Lexington, KY) on a case-by-case basis.</p> <p>The QASP requirement is not in excess of the PWS requirement.</p>

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204.	QASP C.3.1, Transition Status Reports, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.
205.	QASP C.3.1, complete all transition activities, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.
206.	QASP C.3.3.1 Security Program Management, the DOE review and approval process and operations of the MC&A and Transportation programs are beyond the control of the Infrastructure Contractor, there is no basis for this QASP requirement and no basis for a payment deduction. In addition, the deduction is arbitrary and disproportionate to the value of the deficiency. Please provide a basis for the penalty value. In addition, the penalty frequency is stated as monthly but is not clear if the starting point is from date of finding, date of report, date estimated as completion date or from what starting point? Please clarify.	<p>The RFP requires the Contractor to provide safeguards oversight of the MC&A program. The actual program is to be administered by the Deactivation Contractor. Only the oversight of this program is evaluated in the QASP. The starting point (for the deduction) will begin from the date of the finding, not from the date of failure.</p> <p>DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.</p>
207.	QASP C.3.3.1, System Security Plan, the stated deliverable requirement is not consistent with the language in the PWS or Attachment J-4. Specifically, the RFP requires submittal for approval, not “attain DOE approval.” Since the DOE review and approval process is beyond the control of the contractor, there is no basis for this QASP requirement and no basis for a payment deduction. Furthermore, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	<p>The System Security Plan is required under Section C.3.4.1.3. This is not the security plan as identified in the question and listed as being under C.3.3.1. That plan is the Site Security Plan. As written, the question cannot be answered.</p> <p>DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.</p>

No.	Industry Question	DOE Answer
208.	<p>QASP C.3.3.1 Security Deliverables: The DOE review and approval process is beyond the control of the contractor so there is no basis for this QASP requirement and no basis for a payment. The stated penalty amount is arbitrary and disproportionate to the value of the deficiency and the application to potentially each of the numerous S&S deliverables listed in Attachment J-4, Section C.3.3.1 and subsections. Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>For security deliverables, DOE approval is not considered in the performance standard (for meeting the AQL) only that the deliverable is provided in accordance with the schedule and the deliverable is technically accurate and complete. No deductions will be imposed on the Contractor due to DOE review and approval time. However, Attachment J-4 identifies timeframes for the deliverable to be submitted to DOE. If the deliverables are not submitted, within these required timeframes, the deduction will be applied.</p> <p>DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.</p>
209.	<p>QASP C.3.5.5.3.1. Removal of Trash Prior to Mowing, the stated 5% deduction of the ELIN is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>Reduction amount is decreased in an amendment to the Final RFP.</p>
210.	<p>QASP C.3.5.5.3.2. Grass Trimming, the stated 5% deduction of the ELIN is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>Reduction amount is decreased in an amendment to the Final RFP.</p>
211.	<p>QASP C.3.5.5.3.3. Vegetation Height Control, the stated 5% deduction of the ELIN is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>Reduction amount is decreased in an amendment to the Final RFP.</p>
212.	<p>QASP C.3.5.5.3.4. Grass Clipping Clean Up, the stated 5% deduction of the ELIN is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>Reduction amount is decreased in an amendment to the Final RFP.</p>
213.	<p>QASP C.3.5.5.3.5. Mowing Work Coordination, the stated 5% deduction of the ELIN is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>Reduction amount is decreased in an amendment to the Final RFP.</p>
214.	<p>QASP C.3.5.5.4, Mowing Plan, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.</p>

No.	Industry Question	DOE Answer
215.	QASP C.3.5.5.5.2. Mowing/Vegetation Control (Zone 1-7), the stated 5% deduction of the ELIN is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
216.	QASP C.3.5.5.5.3. Mowing NESHAP Air Monitoring Stations, the stated 5% deduction of the ELIN is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
217.	QASP C.3.5.5.5.4. Mowing Ground Water Monitoring Wells, the stated 5% deduction of the ELIN is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
218.	QASP C.3.5.5.5.6. Fertilizing Shrubs and Hedges, the stated 5% deduction of the ELIN is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	Reduction amount is decreased in an amendment to the Final RFP.
219.	QASP C.3.5.5.5.6. Pruning Shrubs and Hedges in Zone 1, the stated 5% deduction of the ELIN is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	Reduction amount is decreased in an amendment to the Final RFP.
220.	QASP C.3.5.5.6. Level 2 Service Orders, the 10% stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
221.	QASP C.3.5.6.3.2. Utilize CMMS to Document Deficiencies, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
222.	QASP C.3.5.6.3.3. Site Inspection (Annually in May), the 15% stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	Reduction amount is decreased in an amendment to the Final RFP.

No.	Industry Question	DOE Answer
223.	QASP C.3.5.6.3.4. Grade Unpaved Roads and Lots, the 15% stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	Reduction amount is decreased in an amendment to the Final RFP.
224.	QASP C.3.5.6.3.4. Inspection of Unpaved Roads and Lots, the 15% stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	Reduction amount is decreased in an amendment to the Final RFP.
225.	QASP C.3.5.6.3.5. Inspect and Repair Inlets, Basins, Manholes, Culverts and Headwalls, the 5% stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
226.	QASP C.3.5.7.3, Snow and Ice Removal Plan, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
227.	QASP C.3.5.7.2, Icing and De-icing Activities in CMMS, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
228.	QASP C.3.5.7.4, Plow Safely, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
229.	QASP C.3.5.7.6, Level 2 Service Orders, the 10% stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
230.	QASP C.3.5.8.3.2, Active Railroad Track Services Schedule, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
231.	QASP C.3.5.8.3, Railroad Trestle Inspection, the stated 5% deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.

No.	Industry Question	DOE Answer
232.	QASP C.3.5.8.3.1, Railroad Track Inspection, the stated 5% deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
233.	QASP C.3.5.8.3.1, Notification of Deficiency, the numbering is confusing and the stated \$5,000 deduction for failure is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	QASP C.3.5.8.3.1 is amended to separate the reporting requirements for catastrophic and critical defects, and the reduction amounts for QASP C.3.5.8.3.1 are clarified and adjusted in an amendment to the Final RFP.
234.	QASP C.3.5.8.3.1, Railroad Trestle Inspection Report, the numbering is confusing and the stated 5% deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
235.	QASP C.3.5.8.3.2, Railroad Switch Maintenance, the stated 5% deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
236.	QASP C.3.5.8.3.2, Railroad Track Maintenance, the stated 5% deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
237.	QASP C.3.5.8.3.3, Railroad Vegetation, the stated 5% deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	Reduction amount for QASP C.3.5.8.3.3 is adjusted from 5% to 2% in an amendment to the Final RFP.
238.	QASP C.3.5.8.4, Level 2 Service Orders, the 10% stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
239.	QASP C.3.9.2, Training Course Content and Schedule, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.

No.	Industry Question	DOE Answer
240.	QASP C.3.2.2, Radiological and Environmental Instrumentation Schedule: Is two customer complaints the minimum acceptable Quality Level per surveillance period? Is the 10% deduction based on the monthly rate for the activity or 10% of the total ELIN? The stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	<p>Per an amendment to the Final RFP, the AQL is 95% of instrumentation is properly maintained <u>and</u> no more than two valid customer complaints concerning equipment maintenance.</p> <p>The AQL is 5% of the monthly ELIN amount.</p> <p>DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.</p>
241.	QASP C.3.2.2, Computerized Maintenance Management System, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
242.	QASP C.3.2.3, Internal and External Bioassay Program: Is two customer complaints the minimum acceptable Quality Level per surveillance period? Is the 10% deduction based on the monthly rate for the activity or 10% of the total ELIN? The stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	<p>Per an amendment to the Final RFP, the AQL is no more than two deficiencies identified on a DOELAP assessment <u>and</u> no more than two valid customer complaints.</p> <p>The AQL is 10% of the monthly ELIN amount.</p> <p>DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.</p>
243.	QASP C.3.6.3, Records Management Plan, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
244.	QASP C.3.6.3, Employee Training and Training Records: Is the 10% deduction based on the monthly surveillances for all employee training records or each occurrence? The stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	Reduction amount is decreased in an amendment to the Final RFP.
245.	QASP C.3.6.3.1, Records Management Tracking and Reporting, the stated deduction of 10% of the ELIN for a single defect is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.

No.	Industry Question	DOE Answer
246.	QASP C.3.6.3.1, Electronic Records Management, the stated deduction of 5% of the ELIN for 5% deficiency level is more reasonable than many other penalties but in our opinion is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
247.	QASP C.3.6.3.1, Electronic Records Import, the stated deduction of 5% of the ELIN for 5% deficiency as well as 5% backlog is more reasonable than many other penalties but in our opinion is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
248.	QASP C.3.6.3.1, Monthly Progress Report, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
249.	QASP C.3.6.3.2, Establish Electronic Records Management Process, the stated deduction of 5% of the ELIN for any deficiency, observation or customer complaint is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
250.	QASP C.3.6.4.1, EIS Reports, the stated deduction of \$1,000 per deficiency is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	Reduction amount is decreased in an amendment to the Final RFP.
251.	QASP C.3.6.4.2, File Plan, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
252.	QASP C.3.6.4.2, Site Wide Records Inventory, the stated deduction of 5% of the ELIN for any deficiency, observation or customer complaint is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	This QASP line item is deleted in an amendment to the Final RFP.

No.	Industry Question	DOE Answer
253.	QASP C.3.6.4.2, Monthly Progress Report, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
254.	QASP C.3.6.5, Records Scanning, the stated deduction of 5% of the ELIN for any 3% backlog or over a single deficiency, is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
255.	QASP C.3.6.5.1, Quality Assurance Records, the stated deduction of 5% of the ELIN for any 95% compliance with no more than a single deficiency or customer complaint, is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
256.	QASP C.3.6.5.1, Monthly Progress Report, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
257.	QASP C.3.6.5.2, Personal Information Records, the stated deduction of 15% of the ELIN for a single deficiency or customer complaint, is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	Reduction amount is decreased in an amendment to the Final RFP.
258.	QASP C.3.6.5.2, Monthly Progress Report, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
259.	QASP C.3.6.5.3, Classified Information, the stated deduction of 5% of the ELIN for any deficiency or customer complaint, is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.

No.	Industry Question	DOE Answer
260.	QASP C.3.6.5.4, Monthly Progress Report, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
261.	QASP C.3.6.5.4, NARA and DOE Data Calls, the stated deduction of 15% of the ELIN for 98% performance and more than one deficiency or customer complaint, is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
262.	QASP C.3.6.5.5, CERCLA and RCRA Records, the stated deduction of \$500 per defect for 98% performance and more than one deficiency or customer complaint, is arbitrary and to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	Per an amendment to the Final RFP, the deduction will be clarified to state that the deduction applies to each deficiency above the AQL. DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
263.	QASP C.3.6.5.5, Monthly Progress Report, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
264.	QASP C.3.6.5.6, HP/Radiological Survey Forecast and Schedule, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
265.	QASP C.3.6.5.6, Monthly Progress Report, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
266.	QASP C.3.6.5.7, Historical Records Storage, the stated deduction of 15% of the ELIN for 98% performance and more than one deficiency or customer complaint is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	Reduction amount is decreased in an amendment to the Final RFP.
267.	QASP C.3.6.5.7, Monthly Progress Report, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.

No.	Industry Question	DOE Answer
268.	QASP C.3.6.6, Records Disposition Schedule, the stated deduction of 10% of the ELIN for 98% performance and more than one deficiency or customer complaint is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	Reduction amount is decreased in an amendment to the Final RFP.
269.	QASP C.3.6.6, Records Destruction, the stated deduction of 5% of the ELIN for more than one deficiency or customer complaint is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
270.	QASP C.3.6.6, Records Disposition Plan, the stated deduction of \$1,000 for every deficiency is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	Reduction amount is decreased in an amendment to the Final RFP.
271.	QASP C.3.6.6, Monthly Progress Report, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
272.	QASP C.3.6.7, Document Control System, the stated deduction of 5% of the ELIN for more than one deficiency or customer complaint is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
273.	QASP C.3.6.7, Monthly Progress Report, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
274.	QASP C.3.3.2 Protective Force, the Protective Force scope of work is the responsibility of the Deactivation Contractor, FPDP, and is not within the control of the Infrastructure Contractor; therefore, please clarify how the Infrastructure Contractor can be assessed and penalized for performance not included in the RFP Section C.3.3.2.	The Deactivation contractor provides the Protective Force for the site. The ISS Final RFP requires the Contractor to provide safeguards and security programmatic oversight of the Protective Force.

No.	Industry Question	DOE Answer
275.	QASP C.3.3.2 Protective Force, the DOE review and approval/concurrence process is beyond the control of the contractor, there is no basis for QASP C.3.3.2, Protective Force, deduction is arbitrary and disproportionate to the value of the deficiency. Please provide the basis for the penalty value.	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
276.	QASP C.3.3.3, Physical Protection Surveys and Assessments, the DOE and Oversight Contractor's review and approval process of submitted Corrective Action Plans is beyond the control of the contractor so there is no basis for this QASP requirement and no basis for a payment deduction. Please provide a basis for the penalty also the monthly frequency is not clear relative to the starting point for penalty application (e.g., date of finding, submission of CAP, approval of CAP to closing). The stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	As required by the Contract and applicable DOE orders, at a minimum, the Contractor will undergo an annual DOE security survey (and potentially more). Implementation of corrective action plans resulting from these surveys, assessments, and/or surveillances of the ISS Contractor's activities will be the responsibility of the Contractor. Therefore, the stated deduction will be applicable and will commence at the time the corrective actions are identified and continue monthly until the corrective actions are closed.
277.	QASP C.3.3.3, Security Program Deliverables, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
278.	QASP C.3.3.4, Information Security Surveys and Assessments, the DOE and Oversight Contractor's assessment process and execution of the Infrastructure Contractor's Information Security plans and programs by other Contractors are beyond the control of the contractor. Please clarify how the Contractor can be held accountable for actions outside of their control and please provide the basis of the penalty value. In addition, the penalty frequency is stated as monthly but is not clear if the starting point is from date of finding, date of report, date estimated as completion date, please clarify. The stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	As required by the Contract and applicable DOE orders, at a minimum, the Contractor will undergo an annual DOE security survey (and potentially more). Implementation of corrective action plans resulting from these surveys, assessments, and/or surveillances of the ISS Contractor's activities will be the responsibility of the Contractor. Therefore, the stated deduction will be applicable and will commence at the time the corrective actions are identified and continue monthly until the corrective actions are closed. DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.

No.	Industry Question	DOE Answer
279.	QASP C.3.3.4, Information Security Deliverables, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
280.	QASP C.3.3.5, Personnel Security Surveys and Assessments, the DOE and Oversight Contractor's assessment process and the reporting of required classified visits or employment status of other Contractor employees is beyond the control of the contractor. The basis for the disproportionately extreme and arbitrary payment deduction is not apparent. Please clarify how the Contractor can be held accountable for actions outside of their control and provide the basis of the penalty value. Will the DOE modify the penalty to a reasonable level or delete the penalty?	<p>As required by the Contract and applicable DOE orders, at a minimum, the Contractor will undergo an annual DOE security survey (and potentially more). Implementation of corrective action plans resulting from these surveys, assessments, and/or surveillances of the ISS Contractor's activities will be the responsibility of the Contractor. Therefore, the stated deduction will be applicable and will commence at the time the corrective actions are identified and continue monthly until the corrective actions are closed.</p> <p>DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.</p>
281.	QASP C.3.3.5, Personnel Security Deliverables, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
282.	QASP C.3.3.6, Material Control and Accountability Surveys and Assessments, The operations of the MC&A program is the responsibility of the Deactivation Contractor, FPDP, and the DOE validation process is not within the control of the Infrastructure Contractor; therefore, please clarify how the Infrastructure Contractor can be penalized for performance assessments, surveillances or completed validations not included in the RFP PWS Section C.3.3.6 or the Attachment J-4 – List of Deliverables and are outside of their control. In addition, please clarify the basis of the penalty value. Will the DOE modify the penalty to a reasonable level or delete the penalty?	<p>The RFP requires the Contractor to provide Safeguards oversight of the MC&A program. The actual program is to be administered by the Deactivation Contractor. Only the oversight of this program is evaluated in the QASP.</p> <p>DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.</p>
283.	QASP C.3.3.6, Material Control and Accountability Deliverables, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.

No.	Industry Question	DOE Answer
284.	QASP C.3.3.7, Foreign Visits Surveys and Assessments, the DOE and Oversight Contractor’s assessment and validation processes and the reporting of required foreign visits and assignments of other Contractors are beyond the control of the contractor, there is no basis for QASP C.3.3.7, Foreign Visits & Assignments, and no basis for a disproportionately extreme payment deduction. In addition, please clarify the basis of the penalty value. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
285.	QASP C.3.3.6, Foreign Visit Deliverables, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
286.	QASP C.3.5.3.1 Maintenance and Repair Parts, the performance standard refers to “all” maintenance. What if new or reconditioned parts/components are not available based on the age or conditions of the equipment, or other circumstances? Under deduction what does deficiency above the AQL mean? The stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	<p>If such parts and/or components are no longer produced or available, it is reasonable to presume that, with Government approval, other means or other sources could be utilized.</p> <p>The QASP deduction will be clarified in an amendment to the Final RFP.</p> <p>DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.</p>
287.	QASP C.3.5.3.1 Maintenance and Repair Notifications, the AQL refers to “No more than one valid customer complaint.” Who will determine what a valid customer complaint is? The stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	<p>The Quality Assurance Evaluator (as determined by DOE) will evaluate the validity of customer complaints. Final determination will be made by the DOE Contracting Officer or designee.</p> <p>DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.</p>
288.	QASP C.3.5.3.2.1 Comprehensive PM Program, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.

No.	Industry Question	DOE Answer
289.	<p>QASP C.3.5.3.2.3 HVAC System Operations, the stated deduction is arbitrary and disproportionate to the value of the deficiency. What is a reasonable time frame? Who will determine a reasonable time frame? Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>Reasonable time frame is that amount of time that a reasonable and prudent facility administrator would expect repairs to be accomplished. It takes into consideration: the type repair needed, the availability of parts, the facility having the HVAC issues, the equipment being impacted (i.e., damage to electronic equipment), the number of personnel impacted, and the repair timing (i.e., weekday as opposed to weekend). The determination of repairs accomplished, outside the realm of a reasonable time-frame, will be made by the DOE Contracting Officer or designee.</p> <p>DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.</p>
290.	<p>QASP C.3.5.3.2.4 Onsite Fueling Stations, the stated deduction is arbitrary and disproportionate to the value of the deficiency. What is a reasonable time frame? Who will determine a reasonable time frame? Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>Reasonable time frame is that amount of time that a reasonable and prudent facility administrator would expect repairs to be accomplished. It takes into consideration: the type repair needed, the availability of parts, and the repair timing (i.e., weekday as opposed to weekend). The determination of repairs accomplished, outside the realm of a reasonable time-frame, will be made by the DOE Contracting Officer or designee.</p> <p>DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.</p>
291.	<p>QASP C.3.5.3.2.5. Overhead and Rolling Doors, the stated deduction is arbitrary and disproportionate to the value of the deficiency. What is a reasonable time frame? Who will determine a reasonable time frame? Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>Reasonable time frame is that amount of time that a reasonable and prudent facility administrator would expect repairs to be accomplished. It takes into consideration: the type repair needed, the availability of parts, and the repair timing (i.e., weekday as opposed to weekend). The determination of repairs accomplished, outside the realm of a reasonable time-frame, will be made by the DOE Contracting Officer or designee.</p> <p>DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.</p>

No.	Industry Question	DOE Answer
292.	<p>QASP C.3.5.3.2.6. Elevator Systems, the stated deduction is arbitrary and disproportionate to the value of the deficiency. What is a reasonable time frame? Who will determine a reasonable time frame? Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>Reasonable time frame is that amount of time that a reasonable and prudent facility administrator would expect repairs to be accomplished. It takes into consideration: the type repair needed, the availability of parts, and the repair timing (i.e., weekday as opposed to weekend). The determination of repairs accomplished, outside the realm of a reasonable time-frame, will be made by the DOE Contracting Officer or designee.</p> <p>DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.</p>
293.	<p>QASP C.3.5.3.2.7. Refrigeration Systems, the stated deduction is arbitrary and disproportionate to the value of the deficiency. What is a reasonable time frame? Who will determine a reasonable time frame? Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>Reasonable time frame is that amount of time that a reasonable and prudent facility administrator would expect repairs to be accomplished. It takes into consideration: the type repair needed, the availability of parts, and the repair timing (i.e., weekday as opposed to weekend). The determination of repairs accomplished, outside the realm of a reasonable time-frame, will be made by the DOE Contracting Officer or designee.</p> <p>DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.</p>
294.	<p>QASP C.3.5.3.2.8. Re-lamping, the stated deduction is arbitrary and disproportionate o the value of the deficiency. What is a reasonable time frame? Who will determine a reasonable time frame? Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>Reasonable time frame is that amount of time that a reasonable and prudent facility administrator would expect repairs to be accomplished. It takes into consideration: the type repair needed, the availability of parts, and the repair timing (i.e., weekday as opposed to weekend). The determination of repairs accomplished, outside the realm of a reasonable time-frame, will be made by the DOE Contracting Officer or designee.</p> <p>DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.</p>

No.	Industry Question	DOE Answer
295.	QASP C.3.5.3.2.9. Traffic Signage Maintenance, the stated deduction is arbitrary and disproportionate to the value of the deficiency. What is a reasonable time frame? Who will determine a reasonable time frame? Will the DOE modify the penalty to a reasonable level or delete the penalty?	<p>Reasonable time frame is that amount of time that a reasonable and prudent facility administrator would expect repairs to be accomplished. It takes into consideration: the type repair needed, the availability of parts, and the repair timing (i.e., weekday as opposed to weekend). The determination of repairs accomplished, outside the realm of a reasonable time-frame, will be made by the DOE Contracting Officer or designee.</p> <p>DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.</p>
296.	QASP C.3.5.3.2.9. Security Fence and Wire Cage Maintenance, the numbering is confusing because the same number is used for Traffic Signage. The stated deduction is arbitrary and disproportionate to the value of the deficiency. What is a reasonable time frame? Who will determine a reasonable time frame? Will the DOE modify the penalty to a reasonable level or delete the penalty?	<p>The numbering sequence (for security fence and wire cage maintenance) will be adjusted in the QASP from C.3.5.3.2.9 to C.3.5.3.2.10 in an amendment to the Final RFP (to align with the PWS).</p> <p>Reasonable time frame is that amount of time that a reasonable and prudent facility administrator would expect repairs to be accomplished. It takes into consideration: the type repair needed, the availability of parts, and the repair timing (i.e. weekday as opposed to weekend). The determination of repairs accomplished, outside the realm of a reasonable time-frame, will be made by the DOE Contracting Officer or designee.</p> <p>DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.</p>
297.	QASP C.3.5.3.2.11. Level 2 Service Orders, the 10% stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
298.	QASP C.3.5.4.2. Cleaning Products with Recovered Materials, the stated \$500 deduction above the AQL is arbitrary and disproportionate to the value of the deficiency. What is a reasonable time frame? Who will determine a reasonable time frame? Will the DOE modify the penalty to a reasonable level or delete the penalty?	<p>Reasonable time frame is that amount of time that a reasonable and prudent facility administrator would expect repairs to be accomplished. It takes into consideration: the type repair needed, the availability of parts, and the repair timing (i.e., weekday as opposed to weekend). The determination of repairs accomplished, outside the realm of a reasonable time-frame, will be made by the DOE Contracting Officer or designee.</p> <p>Reduction amount is decreased in an amendment to the Final RFP.</p>

No.	Industry Question	DOE Answer
299.	QASP C.3.5.4.2. Posting of Floor Care Operations, the stated \$500 deduction above the AQL is arbitrary and disproportionate to the value of the deficiency. What is a reasonable time frame? Who will determine a reasonable time frame? Will the DOE modify the penalty to a reasonable level or delete the penalty?	<p>Reasonable time frame is that amount of time that a reasonable and prudent facility administrator would expect repairs to be accomplished. It takes into consideration: the type repair needed, the availability of parts, and the repair timing (i.e., weekday as opposed to weekend). The determination of repairs accomplished, outside the realm of a reasonable time-frame, will be made by the DOE Contracting Officer or designee.</p> <p>Reduction amount is decreased in an amendment to the Final RFP.</p>
300.	QASP C.3.5.4.3, Space Cleaning Plan, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
301.	QASP C.3.5.4.3. Space Cleaning Plan Deviations, the stated \$500 deduction above the AQL is arbitrary and disproportionate to the value of the deficiency. What is a reasonable time frame? Who will determine a reasonable time frame? Will the DOE modify the penalty to a reasonable level or delete the penalty?	<p>Reasonable time frame is that amount of time that a reasonable and prudent facility administrator would expect repairs to be accomplished. It takes into consideration: the type repair needed, the availability of parts, and the repair timing (i.e., weekday as opposed to weekend). The determination of repairs accomplished, outside the realm of a reasonable time-frame, will be made by the DOE Contracting Officer or designee.</p> <p>DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.</p>
302.	QASP C.3.5.4.3.1. Space Cleaning, the stated 5% deduction of the ELIN is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
303.	QASP C.3.5.4.3.2. Floor Care, the stated 5% deduction of the ELIN is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
304.	QASP C.3.5.4.3.3. Break Room Service, the stated 5% deduction of the ELIN is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.

No.	Industry Question	DOE Answer
305.	QASP C.3.5.4.3.4. Rest Room Service, the stated 5% deduction of the ELIN is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
306.	QASP C.3.5.4.3.5. Sanitary Waste Pick Up and Disposition, the stated 5% deduction of the ELIN is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
307.	QASP C.3.5.4.3.5. Waste Collection and Removal, this requirement appears to be redundant. The stated 5% deduction of the ELIN is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.
308.	QASP C.3.5.4.4. Level 2 Service Orders, the 10% stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?	DOE considers the deduction(s) to be commensurate with the value of the services. Therefore, the deduction(s) will remain as is.

No.	Industry Question	DOE Answer
309.	<p>Four items of work do not appear to specified in the PWS.</p> <p>1) Maintenance of the Public Address and Public Warning System.</p> <p>2) Maintenance of Street Lights on the DOE Property.</p> <p>3) Fire Services: Maintenance of Fire Extinguishers, Inspection of Facilities Fire Safety Features, and maintenance of Fire Suppression Systems</p> <p>4) Dosimetry - Purchase and measure readings of Facility Nuclear Accident Dosimeters (FNADs) and personal nuclear accident dosimeters(PNADs) dosimeters for Deactivation Contractor employees</p>	<p>1. The Public Address System and the Public Warning System are used for warning and direction. As such, they fall under the auspices of the Emergency Management Program. Maintenance and testing of these two systems is the responsibility of the Deactivation contractor.</p> <p>2. Consistent with the Paducah Deactivation contract, the ISS Final RFP, Attachment J-5, Government Furnished Services and Interface Requirements Matrix, Section 2, "Services Provided by the Deactivation Contractor", Item 8, "Electrical Transmission, Distribution, & Energy Management," the Deactivation contractor is responsible for managing power to the on-site facilities. Street lighting is considered an on-site electrical system (facility) and, as such, will be serviced and maintained by the Deactivation contractor.</p> <p>Exterior Lighting for the Parking Lot at Building C-103 will be the responsibility of the ISS Contractor as provided for in an amendment to the Final RFP.</p> <p>3. Maintenance of fire extinguishers will be the responsibility of the ISS Contractor as provided for in an amendment to the Final RFP.</p> <p>4. The ISS Contractor is responsible to provide an external and internal bioassay program that meets the requirements of an approved Dosimetry Program (Section C.3.2.3) that includes Personal Nuclear Accident Dosimeters (PNADs). Facility Nuclear Accident Dosimeters (FNADs) are not a part of this PWS.</p>

No.	Industry Question	DOE Answer
310.	(Attachment J-4, List of Deliverables) For the contract program deliverables scheduled to be prepared during the transition period, will a bluesheeting review and acceptance process by the contractor, and submittal for approval by DOE, be an acceptable method to establish an initial deliverable?	<p>The “blue sheeting” review and acceptance process will be acceptable on a case-by-case basis.</p> <p>"Blue sheeting" is a term describing a process that occurs during a Contract transition period, whereby the Contractor proposes to adopt the existing documentation for applicability to Contract requirements. For the programs, plans and procedures that are identified in the PWS and Contract Deliverables list that are required for the execution of the new contract, the incoming Contractor may review and accept the existing documentation for conformance and compliance with the contract requirements. The Contractor may choose to either accept the document “as-is,” or to make changes for submittal to DOE for approval.</p> <p>If/when an existing document is accepted for use "as-is," blue sheeting is an administrative step (e.g., the incoming contractor places a cover sheet in its own letterhead on the document) and then utilizes the documentation in execution of the work.</p> <p>The Government may, or may not, accept the Contractor’s request, either in full or partially. Regardless of the Government’s acceptance, the Contractor shall be responsible for ensuring that all deliverables are sufficient to ensure compliance with the Contract requirements. Generally blue sheeting of documents, including procedures, is not expected to continue more than 12 months past the Contractor’s Notice to Proceed.</p>
311.	Regarding transition deliverables specified in Attachment J.4, item 3: Implementing Policies, Plans and Procedures for Programs, will a blue sheeting review and acceptance process by the contractor, and submittal for approval by DOE, be an acceptable method to establish an initial deliverable?	Refer to Q&A #310.

No.	Industry Question	DOE Answer
312.	<p>QASP C.2.2.1, Worker Safety and Health Program the stated deliverable requirement is not consistent with the language in the PWS or Attachment J-4. Specifically, the RFP requirement is to “submit for approval,” not “attain DOE approval.” Since the DOE review and approval process is beyond the control of the contractor, there is no basis for this QASP requirement and no basis for a payment deduction. Furthermore, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>Deliverables required to be approved by DOE prior to the Contractor assuming full responsibility of the PWS have been adjusted in the PWS and Attachment J-4, List of Deliverables, to a delivery due date of 40 days after the NTP. This change will be reflected in an amendment to the Final RFP.</p> <p>The QASP language to “attain DOE approval” will be modified in an amendment to the Final RFP.</p> <p>DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.</p>
313.	<p>QASP C.2.2.2, Radiation Protection Program the stated deliverable requirement is not consistent with the language in the PWS or Attachment J-4. Specifically, the RFP requirement is to submit for approval, not “attain DOE approval.” Since the DOE review and approval process is beyond the control of the contractor, there is no basis for this QASP requirement and no basis for a payment deduction. Furthermore, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>Deliverables required to be approved by DOE prior to the Contractor assuming full responsibility of the PWS have been adjusted in the PWS and Attachment J-4, List of Deliverables, to a delivery due date of 40 days after the NTP. This change will be reflected in an amendment to the Final RFP.</p> <p>The QASP language to “attain DOE approval” will be modified in an amendment to the Final RFP.</p> <p>DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.</p>
314.	<p>QASP C.2.2.2, Environmental Radiological Protection Program the stated deliverable requirement is not consistent with the language in the PWS or Attachment J-4. Specifically, the RFP requirement is to submit for approval, not “attain DOE approval.” Since the DOE review and approval process is beyond the control of the contractor, there is no basis for this QASP requirement and no basis for a payment deduction. Furthermore, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>Deliverables required to be approved by DOE prior to the Contractor assuming full responsibility of the PWS have been adjusted in the PWS and Attachment J-4, List of Deliverables, to a delivery due date of 40 days after the NTP. This change will be reflected in an amendment to the Final RFP.</p> <p>The QASP language to “attain DOE approval” will be modified in an amendment to the Final RFP.</p> <p>DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.</p>

No.	Industry Question	DOE Answer
315.	<p>QASP C.2.2.3, Integrated Safety Management System the stated deliverable requirement is not consistent with the language in the PWS or Attachment J-4. Specifically, the RFP requirement is to submit for approval, not “attain DOE approval.” Since the DOE review and approval process is beyond the control of the contractor, there is no basis for this QASP requirement and no basis for a payment deduction. Furthermore, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>Deliverables required to be approved by DOE prior to the Contractor assuming full responsibility of the PWS have been adjusted in the PWS and Attachment J-4, List of Deliverables, to a delivery due date of 40 days after the NTP. This change will be reflected in an amendment to the Final RFP.</p> <p>The QASP language to “attain DOE approval” will be modified in an amendment to the Final RFP.</p> <p>DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.</p>
316.	<p>QASP C.2.2.4, Quality Assurance Program, the stated deliverable requirement is not consistent with the language in the PWS or Attachment J-4. Specifically, the RFP requirement is to submit for approval, not “attain DOE approval.” Since the DOE review and approval process is beyond the control of the contractor, there is no basis for this QASP requirement and no basis for a payment deduction. Furthermore, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>The QASP language to “attain DOE approval” will be modified in an amendment to the Final RFP.</p> <p>DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.</p>
317.	<p>QASP C.2.2.4, Quality Assurance Implementation Plan, the stated deliverable requirement is not consistent with the language in the PWS or Attachment J-4. Specifically, the RFP requirement is to submit for approval, not “attain DOE approval.” Since the DOE review and approval process is beyond the control of the contractor, there is no basis for this QASP requirement and no basis for a payment deduction. Furthermore, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>The QASP language to “attain DOE approval” will be modified in an amendment to the Final RFP.</p> <p>DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.</p>

No.	Industry Question	DOE Answer
318.	<p>QASP C.2.2.10, Waste Management Plan, the stated deliverable requirement is not consistent with the language in the PWS or Attachment J-4. Specifically, the RFP requirement is to submit for approval, not “attain DOE approval.” Since the DOE review and approval process is beyond the control of the contractor, there is no basis for this QASP requirement and no basis for a payment deduction. Furthermore, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>Deliverables required to be approved by DOE prior to the Contractor assuming full responsibility of the PWS have been adjusted in the PWS and Attachment J-4, List of Deliverables, to a delivery due date of 40 days after the NTP. This change will be reflected in an amendment to the Final RFP.</p> <p>The QASP language to “attain DOE approval” will be modified in an amendment to the Final RFP.</p> <p>DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.</p>
319.	<p>QASP C.2.2.10, Pollution Prevention Plan, the stated deliverable requirement is not consistent with the language in the PWS or Attachment J-4. Specifically, the RFP requirement is to submit for approval, not “attain DOE approval.” Since the DOE review and approval process is beyond the control of the contractor, there is no basis for this QASP requirement and no basis for a payment deduction. Furthermore, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>Deliverables required to be approved by DOE prior to the Contractor assuming full responsibility of the PWS have been adjusted in the PWS and Attachment J-4, List of Deliverables, to a delivery due date of 40 days after the NTP. This change will be reflected in an amendment to the Final RFP.</p> <p>The QASP language to “attain DOE approval” will be modified in an amendment to the Final RFP.</p> <p>DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.</p>
320.	<p>QASP C.3.1, Transition Plan, the stated deliverable requirement is not consistent with the language in the PWS or Attachment J-4. Specifically, the RFP requirement is to submit for approval, not “attain DOE approval.” Since the DOE review and approval process is beyond the control of the contractor, there is no basis for this QASP requirement and no basis for a payment deduction. Furthermore, the stated deduction is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>The QASP language to “attain DOE approval” will be modified in an amendment to the Final RFP.</p> <p>DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.</p>

No.	Industry Question	DOE Answer
321.	<p>QASP C.3.3.1.2, Site Security Plan, the stated deliverable requirement is not consistent with the language in the PWS or Attachment J-4. Specifically, the RFP requirement is to submit for approval, not “attain DOE approval.” Since the DOE review and approval process is beyond the control of the contractor, there is no basis for this QASP requirement and no basis for a payment deduction. Furthermore, the stated deduction is arbitrary and disproportionate to the value of the deficiency. In addition, the requirement refers to a “site security plan” and the performance standard refers to a “system security plan.” Please clarify. Additionally, will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>Deliverables required to be approved by DOE prior to the Contractor assuming full responsibility of the PWS have been adjusted in the PWS and Attachment J-4, List of Deliverables, to a delivery due date of 40 days after the NTP. This change will be reflected in an amendment to the Final RFP.</p> <p>The QASP language to “attain DOE approval” will be modified in an amendment to the Final RFP.</p> <p>DOE does not consider the deductions to be unreasonable. Therefore, the deductions will remain as is.</p> <p>Also, an adjustment will be made in an amendment to the Final RFP to align the requirement and performance standard fields for this QASP element.</p>
322.	<p>QASP C.3.5.7.5.1, Non-significant Weather Events, the stated \$5,000 deduction per deficiency per event is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>The QASP will be updated in an amendment to the Final RFP to reflect a change in the reduction amount.</p>
323.	<p>QASP C.3.5.7.5.2, Significant Weather Events, the stated \$5,000 deduction per deficiency per event is arbitrary and disproportionate to the value of the deficiency. Will the DOE modify the penalty to a reasonable level or delete the penalty?</p>	<p>The QASP will be updated in an amendment to the Final RFP to reflect a change in the reduction amount.</p>
324.	<p>Who is responsible for the survey of the records from potentially contaminated areas to determine if the records are truly contaminated? What we have seen at other DOE site is that a high percentage of contaminated records are log books. Please confirm that we are allowed to scan log books as the "record copy."</p>	<p>The site contractor (Infrastructure, Deactivation, or Remediation) is responsible for the records from its potentially contaminated areas.</p> <p>The site contractor shall be responsible for performing all appropriate radiological contamination surveys. If the records are confirmed to be contaminated, the site contractor shall coordinate with the ISS Contractor to determine the path forward on storage, copying, scanning and disposition.</p> <p>Yes, log books are allowed to be scanned as the record copy.</p>

No.	Industry Question	DOE Answer
325.	<p>Can DOE provide the number and location of Sealands containing records. Also please confirm that the contractor is to process 140 cubic feet of records per year from the total sealand containers inventory (as opposed to 140 cubic feet from each sealand).</p> <p>Can you confirm that the records storage vaults are in compliance with the requirements of this contract.</p>	<p>15 Sealand containers are located at building C-100-B (behind C-100).</p> <p>2 Sealand containers are located inside building C-752A.</p> <p>Per C.3.6.5.7, Historical Records, “The Contractor shall process the following records volumes on an annual basis.” The Contractor is to process 140 cubic feet of records per year from the total Sealand container inventory.</p> <p>No, DOE cannot confirm that the on-site storage vaults fully meet the requirements for records storage; because these vaults stored records prior to the revisions to the facility standards in 36 CFR Chapter 12, Subchapter B the vaults will not need to be upgraded to meet the requirements.</p>
326.	<p>Since no responses have been provided to any questions to date, we request an extension of one week to the question submittal deadline following receipt of DOE responses to ensure those responses do not identify other areas requiring clarifications.</p>	<p>It is not anticipated that any further questions will be taken.</p>
327.	<p>(Section, C.3.4.3, IT, and Support Services, and Attachment J-8.C.3.4.2) Is any virtualization technology being utilized? If yes, please list the following: software versions, number of virtualization hosts, number of management hosts and the total number of virtual machines in the virtual environment.</p>	<p>Yes, virtualization technology is being utilized. Virtualization is the primary infrastructure for all systems at the Paducah Site. The most current version of VMWare is deployed.</p> <p>See Attachment J-8.C.3.4.2, Information Technology System Application Inventory and Workload History.</p>
328.	<p>(Section, C.3.4.3, IT, and Support Services, and Attachment J-8.C.3.4.2) Will the government describe the virtual desktop infrastructure (VDI) topology (including software versions, number of servers hosting the virtual desktops, number of virtual desktops, any control/management servers, etc.)?</p>	<p>VDI is currently being utilized at the Paducah Site. The most current version of VMWare is deployed.</p> <p>See Attachment J-8.C.3.4.2, Information Technology System Application Inventory and Workload History.</p>
329.	<p>(Section, C.3.4.3, IT, and Support Services, and Attachment J-8.C.3.4.2) How many Windows servers are in use currently? Please list the Windows versions, and the breakdown of physical and virtual.</p>	<p>There are 10 Windows Server 2003; 49 Windows Server 2008 (2008 R2); and 73 Windows Server 2012.</p> <p>All servers are virtual.</p>

No.	Industry Question	DOE Answer
330.	(Section, C.3.4.3, IT, and Support Services, and Attachment J-8.C.3.4.2) How many Linux/Unix servers are in use currently? Please list the Linux/Unix versions, and the breakdown of physical and virtual.	There are 12 Linux servers, and all are virtual.
331.	(Section, C.3.4.3, IT, and Support Services, and Attachment J-8.C.3.4.2) How many servers that are non-Windows and non-Linux/Unix are there in the environment? Please list the Operating Systems utilized.	All servers are Windows or Linux/Unix. See Attachment J-8.C.3.4.2, Information Technology System Application Inventory and Workload History.
332.	Will the government provide the incumbent contractor's Paducah Site Cyber Security Categorization? Can the government provide the basis for this Categorization?	The Paducah site is currently categorized for both information and information systems at a moderate boundary for the General Support System (GSS) and National Security System (NSS) boundaries based on FIPS PUB 199, "Standards for Security Categorization of Federal Information and Information Systems."
333.	As of October 30, no answers to questions concerning RFP No. DE-SOL-0006383 have been posted. Because of the firm fixed price nature of the procurement, answers to questions are vital to the proposal response. Will the government please extend the due date to at least 21 days after the questions are answered in order for the Offerors to incorporate the guidance and answers into their proposal response? Thank you.	It is not anticipated that any further questions will be taken.