

## Questions and Answers on LLW/MLLW Disposal RFP (Q.12 – Q.18)

Question # 12: Part 1, Section C.01 provides, “The Contractor shall provide all necessary facilities, equipment, personnel materials, supplies, services and shall secure and maintain all necessary permits and licenses in order to perform the services and prepare the deliverables as required by this Statement of Work ...” And Part I, Section C.04, items 1 and 2, provide as follows:

- “1. The Contractor shall furnish all labor, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract and any order as furnished by the Ordering Activity/Waste Generator) and otherwise do all things necessary for the disposal of LLW, MLLW, 11(e)2 byproduct material and TENORM.
2. The Contractor shall possess, maintain and keep current appropriate licenses and permits as required by Federal, state and local laws and ordinances that enables receipt, interim storage and disposal of LLW, MLLW, 11(e)2 byproduct material and TENORM. All waste shall be disposed of in accordance with applicable laws, regulations, WAC, Land Disposal Restriction treatment standards (MLLW only) and applicable DOE Orders.”

We understand these provisions will be interpreted such that (i) Contractor will have no obligation to provide pricing where it cannot satisfy Section L.21(1) (Applicable Licenses, Permits or Authorizations) and (ii) Contractor will have no obligation to perform services or maintain licenses, etc. with respect to matters for which Contractor does not provide pricing. Is our understanding correct? If no, please explain why.

Answer # 12:

**Yes. The Offeror chooses the services (Contract Line Item Numbers (CLINs) he wishes to offer under this contract, and which services he does not wish to offer. The Offeror is not required to provide all services listed. A Contractor is required to maintain licenses and permits, etc., for those services (CLINs) that are included in the final contract, and not for services that are not included in the final contract.**

Question # 13: In Part I, Section C.04, item 32, the item’s fourth sentence provides that specified processing services “will be provided” by Contractor “after issuance of an appropriate task order.” The first sentence of the item has the language “to the extent such activities are allowed by the Contractor’s applicable licenses and permits.” We understand the fourth sentence to mean that, except with respect to such processing work already covered by priced Ancillary Services (CLIN 9006), (i) any obligation of Contractor to provide the listed processing services is subject to Contractor’s bilateral agreement to the task order at an agreed price, and (ii) Contractor has no obligation to obtain or maintain licenses for the listed processing services unless and until Contractor bilaterally agrees in a task order to provide a particular processing service. Is our understanding correct? If no, please explain why.

Answer # 13:

**In Part I, Section C.04, item 32 is specifically related to CLIN 9004, 9005 and 9006. If the Offeror wishes to provide a service and to provide a price for that service, the permits, licenses etc. would need to be available at the time of proposal, or provide an acceptable plan to obtain the necessary**

**documents would be required in the accordance with the Request for Proposal, Section L.21(2). No task order may be issued for a service for which the Contractor does not yet have a permit, license, etc., and the Contractor must maintain those permits, licenses, etc. in order to be able to provide the covered services, and receive a Task Order for those services. Once the Offeror has been granted a Contract, the Designated Contracting Officer will issue Task Orders. There is no need for the Contractor to bilaterally agree to a Task Order, if the service is within the scope of a CLIN(s) already agreed to, i.e., the Contractor has already agreed to furnish those items at the contract prices in the final Contract.**

Question # 14: Our operations are governed by multiple licenses, which forces us to maintain separate licensed facilities within our site, and to follow certain inter-licensed-facility transfer formalities within our overall site. Our licensed LLW/MLW disposal facility and our licensed 11(e)(2) byproduct disposal facility each have their own set of waste acceptance criteria and required procedures, distinct from those of the remainder of our site. Two questions related to this regulatory landscape are below.

- a. We understand that (a) references in the contract to Contractor's license (such as in items 22 and 44 of Section C.04 of Part I) will be read to mean the applicable license; (b) references in the contract to Contractor's "disposal facility" (such as in item 22 of Section C.04) will be read to mean the applicable licensed facility; and (c) references in the contract to Contractor's Waste Acceptance Criteria or WAC (such as in items 8, 22 and 44 of Section C.04) will be read to mean Contractor's applicable waste acceptance criteria and procedures, under its applicable license. Is our understanding correct? If no, please explain why.
- b. We understand that Part I, Section C.04, item 23 would obligate the Ordering Activity/Waste Generator to execute and deliver any forms and/or information necessary for Contractor to perform inter-licensed-facility transportation (at Contractor's expense) on behalf of the Ordering Activity/Waste Generator. Is our understanding correct? If no, please explain why.

Answer # 14:

**Yes, the intent is applicable license. The Contractor is required to maintain those permits, licenses, etc. for a facility for the services that the Contractor will provide at the applicable facility. A WAC pertains to a specific waste facility and to those permits, licenses, etc. for that facility. This contract is not prescriptive with regard to the Contractor's site operation and procedures, other than they are to meet all laws, regulations, permits, licenses, etc.**

**Yes, the Waste Generator issuing the Task Order is obligated to provide all forms and information needed by the contractor to perform the contracted service.**

Question # 15: In the contract Section C.04.13 "The Contractor shall prepare the various instruments of conveyance (trucks/trailers) for return to the provider for wastes delivered under this contract. Basic cleaning and release costs in accordance with NRC Regulatory Guide 1.86 shall be included in the disposal price."

- a. Please define "basic cleaning" in accordance with NRC Regulatory Guide 1.86.

- b. In addition CLIN 9001-9003 request separate pricing for cleaning and release under NRC Regulatory Guide 1.86; contract requirement C.014.13 states it shall be included in the disposal price, please clarify the difference between these two items.
- c. The ordering Activity/Waste Generator represents and warrants that, prior to shipping to Contractor, all transporting vehicles were free from contamination to at least the “exclusive use” standard. However, C.04.13 requires “Basic cleaning and release costs in accordance with NRC Regulatory Guide 1.86 shall be included in the disposal price.” Is the contracts expectation that the contractor regularly decontaminate the transport vehicle to a cleaner standard than what it was shipped under?

Answer # 15:

- a. **Revised Section C.04.13 to: “The Contractor shall prepare the various instruments of conveyance (trucks/trailers) for return to the provider for wastes delivered under this contract. Release of transport conveyances shall be in accordance with DOT standards under 49 CFR 177.843(a) and 49 CFR 174.715(a) and shall be included in the disposal price.”**

**Deleted CLINs 9001-9003.**

- b. **Section C.04.13 has been revised. CLINs 9001-9003 have been deleted.**
- c. **See response to a.**

Question # 16: In the contract Section C.04.19 states “Wooden items or items with wood content, e.g. wooden crates, wooden boxes, and wooden pallets, will not be released once they have been inside the Contractor’s restricted area. There will be no separate disposal charges for wooden items that are not part of the waste or waste disposal container (e.g. no charge for wooden pallets).”

- d. If the wooden items described in this section become contaminated from leaking containers prior to receipt into the disposal facility can they be charged for as additional disposal volume?
- e. If the wooden items described in this section all ready contaminated prior to receipt and are not part of the profiled volume can the disposal facility charge for the additional waste volume?

Answer # 16:

**Any wooden item that is contaminated when the Contractor receives it is LLW and must be handled as such. The Contractor should contact the Ordering Activity/Wast Generator to reconcile the situation (e.g., in accordance with sections C.04.16, C.04.17).**

Question # 17: In the contract section C.04.20 “There will be no cleaning charge for boxes, drums or containers not returned to the Waste Generator under this contract.” Can cleaning charges be applied for boxes, drums or containers that the Ordering Activity/Waste Generator requests the return of?

Answer # 17:

**Cleaning of conveyances in accordance with applicable standards and shall be included in the unit prices (see answer to #15). If an ordering agency requests return of boxes, drums or containers that would require cleaning, the Task Order would need to specify those terms and include appropriate pricing as a service not included in the unit pricing.**

Question # 18: In CLIN 9001-9003 it requires a 40,000 psi wash; if the disposal site utilizes a lesser PSI and still meets the release criteria NRC Regulatory Guide 1.86, is this acceptable? If it is not, why is 40,000 psi required?

Answer # 18:

**CLINs 9001-9003 deleted.**