

Q&A #	RFP Section/ Sub-Section	Subject/Title	Page Number	Contractor Comment/Question	DOE Response
103.	C.4/C.4.3.2	Above Ground Container Retrieval, Handling and Storage Operations, bullet 7.	C-60	<p><b>Question:</b> In the note under bullet 7 on page 60 it is noted that “The Contractor shall pay their share of the maintenance and operation of RANT through cost reimbursement with the NNSA M&amp;O Contractor.” Section L, Attachment L-8 does not provide a value for this cost share. Does DOE intend to provide that value? Will this share of cost apply if RANT is not available?</p>	<p>The first years of RANT operation will be principally dedicated to NNSA M&amp;O TRU waste shipments to achieve NNSA mission goals, with minimal comingling of EM TRU waste. Thus, there will be nominal cost sharing during the first years of operation.</p> <p>The RFP, Section L, Attachment L-8 will be amended to include an assumption of \$500K per year cost share impact to the LLCC Contractor for the first two years of the contract for RANT reimbursement.</p> <p>And, 50% of the operational cost sharing in the remaining years with the LLCC Contractor’s portion being \$ 1.5M/yr.</p>
104.	C.11.2.9	Middle Mortandad and Ten Site Canyons Aggregate Area	C-105	<p><b>Comment:</b> The Final RFP states that NMED granted CoCs for 60 SWMUs and 22 AOCs on February 9, 2011. An NMED letter is recorded in the EFRR, and dated May 5, 2011, and states that the CoC request did not include a required demonstration of compliance with the surface water quality standards, and NMED was only able to issues CoC's with controls. NMED deferred further action on the CoC request until a response was received. There is no evidence of the response and final determination from NMED or a revised request in the EFRR. Please provide any documentation regarding Middle Mortandad and Ten Site Canyons Aggregate Area post May 5, 2011 for review.</p>	<p>The RFP will be amended at C.11.2.9 to insert references to the five letters granting CoCs that followed up from the single initial letter.</p>

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105.	Attachment L-8	Assumptions – Campaign and PWS Selection Cross Walk to Contract Periods	L-78	<p>The assumption for the RDX Final Remedy Campaign states, “Anticipated continuation of activities of contract, <u>any construction within first two contract years</u>, and completion before end of base period.”</p> <p>The requirement to complete the construction within the first two years of the contract is not in agreement with the Performance-Based Incentive Criteria (Attachment J-10, pg. J-10-29, Incentive #10). The draft performance-based incentive criteria indicates that system construction would be completed in Option Period 1. Please clarify whether all remedy construction is to be completed within the first two years of the contract.</p>	<p>The assumption has been clarified such that the construction of characterization infrastructure is completed within the first two years in order to complete the characterization. The PEMP (Attachment J-10 #10) is split into ‘Contract Periods of Performance’ which includes the Base Period. The two years for construction is included in the Base Period. The PEMP milestone #10 includes a statement that “Annual PBIs for the appropriate annual evaluation periods shall be established based on: Completion of implementation of the final remedy within Option Period 1.”</p> <p>The RFP, Section L, Attachment L-8, Assumptions - Campaign and PWS Section Cross Walk to Contract Periods, CO-3 will be amended.</p>

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106.	Attachment L-8	Assumptions – Campaign and PWS Selection Cross Walk to Contract Periods	L-78	<p>The assumption for the RDX Final Remedy Campaign states, “Anticipated continuation of activities of contract, any construction within first two contract years, and completion before end of base period.”</p> <p>The requirement to complete the final remedy campaign “before the end of the base period” is not in alignment with the language in Section C.9.4 (pg. C-89) which states, “It is expected that the remedy operations will extend through the life of the Contract”. It is assumed that the text in Section C.9.4 is correct. Please clarify whether this assumption is correct.</p>	<p>The assumption is that the construction of a potential remedy project would be completed within the last three years of the Base Period and the remedy will be operated beginning within those three years. The operation of the remedy infrastructure is expected to continue through Option Periods 1 and 2 (if exercised). Section C.9.4 indicates that the remedy will be operated through the life of the Contract which is correct.</p> <p>The RFP, Section L, Attachment L-8, Assumptions - Campaign and PWS Section Cross Walk to Contract Periods, C-06 will be amended.</p>
107.	Attachment J-6, paragraph 26	Interfaces with NNSA Managing and Operating Contractor Systems and Services	J-6-7	<p>Paragraph 26 directs use of the Analytical Laboratory MTOA held by the NNSA M&amp;O Contractor until suitable replacement subcontracts can be put into place.</p> <p>Will the other NNSA M&amp;O MTOA Contracts (MTOA-2, MTOA-3, and MTOA-4) also be available for optional use by the LLCC Contractor until similar subcontracts can be put into place?</p>	<p>The analytical laboratory MTOAs are considered critical to the continued activities such that there is NO interruption in investigatory activities. If the Offeror proposes to use the other MTOAs, it can negotiate with the NNSA M&amp;O to keep the current lab subcontracts open for use. There is no RFP requirement to do so. The use of existing subcontracts is also dependent on the Offerors technical approach. No changes to the RFP are necessary.</p>

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108.	Attachment J-12	Government Furnished Property List – List of EM Buildings, Structures, and Non-Real Property Outside of Technical Area 54	Page 1 of 15	The Field Operations Center plus associated sheds, Conex, and shelters at TA-64-64 are not listed in Attachment J-12.  Will TA-64-64 facilities be available to the Contractor?	Building TA-64-64 is not expected to be turned over to the LLCC Contractor. Section C.3.8.1 and Attachment J-6, #37 identify the RFP requirements regarding controlling operations.
109.	Attachment J-12	Government Furnished Property List – List of EM Buildings, Structures, and Non-Real Property Outside of Technical Area 54	Page 1 of 15	The Sample Management Office / Core Facility are part of a larger building at TA-3-271 that is not listed in Attachment J-12.  Will TA-3-271 facilities described in Section C.3.8.5 be listed in Attachment J-12 as provided to the Contractor?	Building TA-3-271 will not be turned over to the LLCC Contractor. Section C.3.8. identifies the requirements for the Core Facility. Section C.3.4.2 identifies the sample management function requirements.
110.	Attachment J-12	Government Furnished Property List – List of EM Buildings, Structures, and Non-Real Property Outside of Technical Area 54	Page 1 of 15	The Sigma Mesa wash yard and storage yards (about 5 acres), and Pajarito Laydown yard (about 3-5 acres) are not listed in Attachment J-12.  Will the Sigma Mesa and Pajarito areas described above be available to the Contractor?	These are not part of the scope of this contract. These areas are not expected to be made available to the EM Contractor.
111.	Attachment L-8 Assumptions Sections C.3.3.2 and C.3.3.5	Radiation Protection Costs	L-59	Are the costs identified in L-8 sections C.3.3.2 and C.3.3.5 intended to represent all Radiation Protection costs for the project site including support of all work scope identified in the RFP and including all costs for radiation protection programs, RP IT systems, Radiological Control Technicians, and instrumentation support?	See Q&A 63.  The cost assumptions in RFP Section L, Attachment L-8 are to address ALL support for the work scope.

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112.	Section L, Attachment L-8	WIPP CCP Support Assumptions	L-62	<p>C.4.3.3 - Offeror shall assume total shipping volume of 10 shipments per year to WIPP between 12/17 and 9/22.</p> <p>The shipping resources (50 total shipments over a five-year period) are sufficient to remove and dispose between 360 m<sup>3</sup> (nominal volume) and 435 m<sup>3</sup> (maximum volume) in drums to WIPP. That volume of CH-TRU shipped (drum equivalents) over the five-year period is inadequate to achieve 55% CH-TRU shipping criteria in the PBI, given that the primary CH-TRU volume is &gt; 3,000 m<sup>3</sup> prior to processing. Is the WIPP shipping resource availability intended to be constrained to 10 shipments per year? Can the PBI criteria be met if CH-TRU waste is road ready? We recommend DOE change the PBI in J-10 to "ready for shipment" since the DOE-provided shipping rate does not allow the PBI to be met. In addition, we recommend DOE adjust C.4 to specify that the scope is to "ready for shipment" the CH TRU and ship at the rate provided in the assumptions such that the scope is achievable as written. Will DOE adjust J-10 and C.4 accordingly?</p>	<p>The criteria to ship waste from LANL is key and "Ready for shipment" will not have a basis for PBIs. Depending on the Technical and Management Proposal, DOE will revise the PEMP criteria for the PBIs after award and negotiation of the PEMP, to reflect an acceptable "percentage of initial waste shipped" for each contract period (Base, Option 1, and Option 2). No change to the RFP is necessary.</p>

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113.	Section C, C.12.2 and C.14	Inclusion of Cost for Implementation of ET Cover Remedies	C-131 and C- 116-C- 127	<p>Section C.14, Page C-131 states:            “Some additional ‘in-scope’ requirements are expected to be developed or identified during the contract’s period of performance. These types of assignments may involve, but are not necessarily limited to, the following categories of work:</p> <ul style="list-style-type: none"> <li>o Implementation of the remedy of MDA-C including remedy development of alternatives and remedy selection in-line with the regulatory process and public involvement and conducted in accordance with Section C.12.1 processes and requirements.</li> <li>o Implementation of a potential remedy for the combined MDA-A and MDA-T area, which requires completion of characterization, especially the geological processes resulting in potential cliff retreat that has not been characterized and evaluated, and conducted in accordance with Section C.12.1 processes and requirements.</li> </ul> <p>Is it DOE’s intent that the scopes listed in C.14 NOT be costed in C.12.2 as contract work scope as these are included in C.14 as ID/IQ work scope addressed by the DOE-provided costs for C.14? Should offerers <i>include or NOT include costs</i> for remedy development, selection and implementations in their cost estimate and BOE for C.12.2 scope?</p> <p>In addition, if the costs associated with remedy selection and implementation are not to be included in C.12.2 and are part of the DOE-provided cost for C.14, then it is unclear why the remedy selection and implementation for MDA AB and H are not also to be addressed as C.14 ID/IQ scope?</p>	<p>See Q&amp;A 93 for MDA-C, Q&amp;A 94 for MDAs-A and T, and Q&amp;A’s 36 and 79 for MDA-H. MDA-AB is correct without modification. All of the MDAs specified should be proposed per the requirements within Section C.12 and NOT C.14.</p>

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114.	L.16(e) and L.17(e)	DOE-L-2009 Proposal Preparation instructions, Volume II – Experience (Oct 2015) and DOE-L-2010 Proposal Preparation instructions, Volume II – Past Performance (Oct 2015)	L-28 and L-30	<p>The Experience guidance at L.16(e) requires “...not more than three contracts, either completed or currently being performed, for each proposed critical subcontractor. The Past Performance guidance at L.17(e) requires “...three contracts, either completed or currently being performed, for each critical subcontractor.”</p> <p>We assume that the first instance which provides for “not more than three contracts,” is the correct requirement. Is this assumption correct?</p>	<p>The RFP will be amended at L.17(e) to state “not more than three contracts for each critical subcontractor.</p>
115.	L.17(l)(v)	Direct Labor	L-36	<p>This section states, “However, the proposed labor rates shall not be less than the DOE provided direct labor rates included within Attachment L-7 of this solicitation.” Does this entire section apply to Critical Subcontractors?</p>	<p>The correct reference is L.18(l)(v). For proposal preparation purposes, proposed critical subcontractors shall comply with the RFP Section L instructions.</p>

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116.	L.17(1)(x)	Fringe Benefits	L-39	Are critical subcontractors who are only coming in to support transition required to use the provided Fringe benefit rates for transition employees?	For the workforce eligible for employment under the Work Force Transition and Employee Hiring Preferences Including Through Period of Performance (Clause H.4) the Offeror's proposed fringe benefit rates shall be at least 41.5%. Therefore, this does not apply to proposed critical subcontractors. The fringe benefit rates for management employees and employees not covered under the Work Force Transition and Employee Hiring Preferences Including Through Period of Performance (Clause H.4) shall be separately estimated by the Contractor. However, all subcontractors cannot pay a fringe rate less than what is required per the RFP Section J, Attachment J-5, Service Contract Labor Standards Wage Determination.
117.	N/A	Subcontracting Authority	N/A	What is the approval threshold above which the Contractor must obtain DOE approval prior to awarding a subcontract?	The threshold for subcontract consents will be determined post-award and will be dependent on whether or not the Contractor has an approved purchasing system.