

RFP Questions and Answers

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	<b>Section</b>	<b>Question</b>	<b>Response</b>
1.	A	Period of Performance: Please note that the Period of Performance on page 2 of Section A is for three (3) years. F.03 on page F-2 of Section F, states, “The base period of performance for this BOA is sixty (60) months or five (5) years from the date of award.....” Question: How many years is the base period and how many years is the total Period of Performance?	Section A will be Amended to reflect a 5 year period of performance.
2.	C	When the waste containers sent by DOE (seavans, intermodals, B-25 boxes, etc.) are returned to the DOE facility for reuse, may they be shipped as DOT 173.428 Empty Class 7 radioactive material packaging?	<p>Waste containers sent by DOE may be returned to the DOE facility for re-use using DOT 173.428 Empty Class 7 radioactive material packaging under two conditions:</p> <ol style="list-style-type: none"> <li>1. The package complies with all the requirements in 49 CFR 173.428.</li> </ol> <p>and;</p> <ol style="list-style-type: none"> <li>2. The specific task order or other CO written direction allows containers to be returned under these requirements.</li> </ol>
3.	C	<p>Page C.3 - This section identifies the scope of work requirements for five independent sections.</p> <p>Does this allow a company that only has capabilities to meet four of the five sections to submit a compliant bid and receive an award for four of the five sections?</p>	<p>The BOA would allow a company that only has capabilities to meet four of the five sections to submit a compliant bid and receive an award for four of the five sections.</p> <p>However, nothing precludes a company from later requesting approval on the fifth section of the BOA not previously approved if the capability is later developed by a company.</p>
4.	C	Each of the four “Nonconformance” sections in Part I, Section C (in Section C.03.01, item 32; Section C.03.02, item 27; Section	Revised See Amendment 001.

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		<p>C.03.03, item 27; and Section C.03.04, item 27) currently include this sentence: “The determination of nonconformance shall be made unilaterally by the DCO.” Consistent with the current national MLLW Treatment ID/IQ prime contracts and the current national disposal ID/IQ prime contracts, and also with the Contractor’s licenses and permits, the nonconformance determination must be made by the Contractor.</p> <p>Will DOE amend the RFP to replace “DCO” with “Contractor” in each of those four places, to resolve the inconsistency?</p>	
5.	C	<p>The following (four) questions relate to the Low Activity Waste Services, in light of the fact that a Contractor may provide the services by authorizing the LAW for disposal in the Contractor’s own landfill, instead of “releasing” the LAW and transporting it to an offsite disposal facility:</p> <p>Part I, Section C03.04, second paragraph, provides, “Once the Contractor <u>determines the wastes meets their approved authorized release criteria</u>, the LAW is then be transferred under their license authority for directed disposal to an approved landfill.” (emphasis added)</p> <p>Where a Contractor disposes of the LAW in its own landfill after authorizing the LAW for disposal in accordance with its LAW program, we understand that the requirement above regarding “meets their approved authorized release criteria” will be interpreted to require instead a determination that the LAW is authorized for disposal in the Contractor’s landfill in accordance with its LAW program. Is our interpretation correct?</p>	<p>The requirement is to “meets their (<i>the Contractor’s</i>) approved authorized release criteria” for disposal in the Contractor’s landfill in accordance with its LAW program.</p> <p>However as the buyer, DOE has the right and obligation to review that LAW program to ensure it is technically sound and protective.</p>

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6.	C	<p>Part I, Section C03.04, item 27, provides, “The Contractor shall have no obligation to receive, handle, store, or release any nonconforming waste material delivered to Contractor’s facility...”. Where a Contractor’s LAW services are for disposal in its own landfill after authorizing the LAW for disposal in accordance with its LAW program, we understand that the provision above would be interpreted to include “dispose” within the meaning of “release.” Is our interpretation correct?</p>	<p>No, when the waste is transferred to the Contractor’s landfill title has already transferred to the Contractor. The Contractor should have insured the waste was conforming prior to accepting title.</p> <p>If a nonconformance is discovered at that the point of transfer to the Contractor’s landfill, the Contractor should determine the cause of the nonconformance and if necessary seek a resolution with DOE through the DCO.</p>
7.	C	<p>Part I, Section C03.04, item 5 currently states, “Title to the material shall pass to the Contractor upon the Contractor’s issuance of a “Certification of Release,” regardless of when or where the Contractor takes physical possession.” (emphasis added)</p> <p>Where a Contractor’s LAW services are for disposal in its own landfill after authorizing the LAW for disposal in accordance with its LAW program, a Certification of Release will not be applicable, but the Contractor should provide a Certificate of Disposal. Will the DOE revise this item to provide “upon the issuance of a “Certification of Release” or Certificate of Disposal, as applicable”?</p>	<p>Revised See Amendment 001.</p>
8.	C	<p>Part I, Section C03.04, item 6 currently states, “All invoices for LAW Services must be submitted with a certificate of disposal from the receiving disposal facility; and a signed statement from the Contractor stating that all LAW received at their facility under the task order <u>has been compliantly transferred</u> to that disposal facility per their approved LAW program.” (emphasis added)</p> <p>Where a Contractor’s LAW services are for disposal in its own landfill after authorizing the LAW for disposal in accordance with its LAW program, we interpret the provision above to require only the Contractor’s Certificate of Disposal, which states that the LAW has been disposed of in the Contractor’s facility in accordance with</p>	<p>No, DOE is requiring both with a Certificate of Disposal from the receiving disposal facility; and a signed statement from the Contractor stating that all LAW received at their facility under the task order has been compliantly transferred to that disposal facility per their approved LAW program.</p>

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9.	C	<p>its LAW program. Is our interpretation correct?</p> <p>The RFP does not include standard industry terms where the Waste Generator represents and warrants that information in the profile documents or other contractor forms is true and correct, and that Contractor is entitled to rely on the information.</p> <p>Will DOE amend the RFP to revise these three provisions to add such provisions (see example below)?</p> <p>Example Provision: Prior to the Ordering Activity/Waste Generator delivering the waste to the Contractor for management under this contract, the Ordering Activity/Waste Generator shall prepare and submit to the Contractor, for Contractor approval, all certifications required by Contractor and Contractor license to assure Contractor that the waste is as specified in approved waste profile, and meets the requirements for management at the Contractor’s facility. The Ordering Activity/Waste Generator represents and warrants that the information contained in its completed waste profile forms is true and correct, and the Ordering Activity/Waste Generator acknowledges that the Contractor can rely on the information contained in such waste profile forms. The waste profile forms shall identify separate waste streams. The Ordering Activity/Waste Generator shall commence shipment or delivery of the waste to Contractor only upon issuance of the task order and approval by the contractor.</p> <p>The Ordering Activity/Waste Generator shall properly complete, execute and deliver to the Contractor all forms identified by the Contractor as pertaining to the waste, all of which forms are available from the Contractor. Upon approval of fully executed forms by the Contractor, such forms, approvals and supporting information shall be incorporated by reference, and shall constitute the description of the waste pursuant to this contract. The Ordering Activity/Waste Generator shall allow the Contractor to audit the Ordering Activity/Waste Generator’s waste characterization</p>	<p>No, these requirements tend to be facility specific and should be included on a case by case basis in the task order.</p>
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		<p>process. Additionally, with regard to hazardous waste, the Ordering Activity/Waste Generator shall complete properly and in full and execute and deliver to the Contractor all forms that pertain to such waste, including hazardous waste manifests and notices and certifications as required of a hazardous waste generator (and/or treater) as provided in 40 CFR 262 Subpart B and 40 CFR 268.7. The Contractor shall be entitled to rely on the information and data set forth in said forms as true and correct, and the Ordering Activity/Waste Generator represents and warrants that said information and data is true and correct and is in accordance with the Contractor license and the regulations. All said forms must be signed by the Ordering Activity/Waste Generator or his authorized representative and identify separate waste streams. Said forms shall also be signed by such other persons or entities as Contractor may require.</p>	
10.	C	<p>Part I, Section C.03.01, item 9 currently states, “DOE retains title through treatment and transportation to the waste disposal site.” In the current Low Level/Mixed Low Level Radioactive and Hazardous Waste Treatment ID/IQ prime contracts (DE-AM30-10CC60039; DE-AM30-10CC60040), this provision states instead, “DOE retains title of the waste until transferred to, and accepted by, a disposal contractor (i.e., the treatment contractor will never hold title to the waste).” We understand this provision will be interpreted not to alter the title-transfer provisions of the applicable disposal contract or arrangement, which will govern when title transfers.</p> <p>Is our understanding correct?</p>	That is correct.
11.	C	<p>The following subsections specify and govern when title to waste transfers for those scopes (and in C.03.1, item 9, we understand the title transfer is left to the provisions of the disposal contract/arrangement):</p> <p>Part I, Section C.03.2 , item 5          Part I, Section C.03.3, item 6          Part I, Section C.03.4, item 5</p>	This is only applicable if the nonconformance is a preexisting condition prior to receipt of the waste by the Contractor. If the waste is rendered nonconforming by the Contractor title should remain with said Contractor.

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		<p>In these three provisions, there appears to be missing the typical industry provision that title to nonconforming waste shall not transfer to the Contractor, and that title and ownership of the waste shall revert to the generator if it is determined to be nonconforming after ownership has transferred. (See, e.g., Section C.04, item 6 of the disposal ID-IQ contracts.)</p> <p>Will DOE amend the RFP to revise these three provisions to add such a provision (see example below)? Example provision:</p> <p>Title to all nonconforming waste shall not transfer to the Contractor and shall remain vested in the Ordering Activity/Waste Generator. Title and ownership of the waste shall revert to the Ordering Activity/Waste Generator if the waste is determined to be nonconforming after ownership has transferred to Contractor.</p>	
12.	C	<p>Please explain the difference between low activity waste (LAW) and waste destined for bulk survey for release (BSFR).</p>	<p>Both are forms of authorized release of waste for directed disposal. The regulatory authority is provided by certain Agreement States (e.g. Tennessee and Texas).</p> <p>The program requirements vary enough to warrant separate sections in the RFP.</p>
13.	C	<p>DOECAP Audits: Refer to C.03(20.) on page C-6 under Operations. All commercial Treatment, Storage and Disposal Facilities (TSDFs) under this BOA are required to be audited annually in accordance with DOE Order 432.1, Chg 1 Radioactive Waste Management, or equivalent.....”</p> <p>Question A: Would the Department of Energy consider offsetting this cost?</p> <p>Question B: Is the Bidder required to have a current DOECAP Audit to provide a response to this BOA?</p>	<p>Question A: No, DOE would not consider offsetting the costs. This is a prerequisite to receiving task order awards under the contract.</p> <p>Question B: No, the Offeror is not required to have a current DOECAP Audit to provide a response to this BOA.</p>
14.	H	<p>Part I, Section H.17, item 6 currently states, “DOE title and responsibility over the waste will cease once accepted by the BSFR</p>	<p>Section H.17 will be Amended to delete the following sentence: “DOE title and</p>

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		<p>or disposal Contractor.” Part I, Section C provides the specific, detailed provisions governing transfer of title and responsibility, which vary according to the specific scope, and the language here is either not consistent with the Section C language or creates ambiguity.</p> <p>Will the DOE amend the RFP to clarify the language to remove the ambiguity or inconsistency, perhaps by deleting the sentence in H.17, or by adding a general cross reference to Section C?</p>	<p>responsibility over the waste will cease once accepted by the BSFR or disposal Contractor.”</p>
15.	L	<p>Section L.27, Criterion 1 – Treatment Facility request “The offeror shall provide copies of the applicable granted or issued licenses, permits or authorizations with the appropriate regulatory authority for the type of waste proposed to receive, treat, and release.”</p> <p>Given the significant number of pages for multiple permits and license (hundreds of pages) would the DOE allow for submittal of these documents in an electronic form on the CD-ROMS to be provided with the RFP?</p>	<p>No, the section of the RFP will not be changed.</p>
16.	L	<p>§L., Attachment L-1, Past Performance Reference Information Form, Item 12 – Item reads, “Scope entity is proposed to perform on this solicitation (DE-SOL-0005476): List the applicable PWS elements.”</p> <p>Should item reference DE-SOL-0006499 instead of DE-SOL-0005476? Additionally, please confirm that PWS elements should be numbered (C.03.1.,C.03.2.,C.03.3., etc.), as they appear in Section C.</p>	<p>Attachment L-1 will be Amended to reflect the correct solicitation number. Yes PWS references should be numbered as they appear in Section C.</p>
17.	L	<p>Restriction of Data: L.25(j)(9) on page L-10 states, “Offeror’s that include in their proposal data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes shall mark the cover letter with the following legend:” L.25(k) on page L-10 states, “Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.” Question: Should the legend/disclosure be included in the cover letter or on a title</p>	<p>Section L.25(j)(9) will be Amended to read “title page”.</p>

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18.	L	<p>Small Business Subcontracting Plan: For TSDF's that are currently licensed, permitted and operational to perform the scope of work in the RFP there are limited opportunities to subcontract work of any kind including work to Small Businesses. Due to this, the work that can be subcontracted will not meet the Small Business requirements set forth in this RFP.</p> <p>Question: Will DOE accept SB subcontracting percentage lower than the minimum goals set forth in L.26(o)iii or can the bidders base their subcontracting plan solely on the limited subcontracting opportunities?</p>	<p>In accordance with FAR 19.701 the percentages are based on the Offeror's planned subcontracting in support of the specific contract.</p>
19.	M	<p>Please explain this requirement:</p> <p>§M.04., Criterion 1, third sentence - "For each type of waste, the Offeror shall clearly specify where in the document (page, section, paragraph) that the specific license/permit is identified and authorized for treatment."</p> <p>Does this mean that bidders are to specify where in the licenses and permits the regulators authorize acceptance and/or treatment of specific types of waste? For example, are we to state something like "In radioactive material license 123456, section 7.8.9, paragraph 10, page 11, regulator authorizes acceptance and treatment of PCB-contaminated waste"?</p>	<p>This language is not contained in Section M.04. Section L.27, Criterion 1, third sentence states such and, yes, that is correct.</p>