## Purpose of Pre-Solicitation Presentation and Acquisition Process

- PPPO Overview & History, Regulatory/Stakeholder Overview, Site Incumbent Contracts, Performance Work Statement (PWS)
- Draft RFP Sections L & M
- Section H, Contractor Human Resource Management (CHRM) Requirements
- Overview of Remaining Draft RFP Sections
- One-on-One Sessions: Scheduled Separately
- Virtual Site Tour: Video on Procurement Webpage
Purpose of Pre-Solicitation Presentation and Acquisition Process
Logistics/Ground Rules

- Comments may be submitted to the procurement email address at OSMS@emcbc.doe.gov for DOE’s consideration in preparing the Final RFP.

- Nothing stated in this presentation should be construed as a revision to the Draft RFP.

- The written terms and conditions of the Final RFP, once released, will govern over information within this presentation.

- Information provided is at a summary level and subject to change.
Purpose of Pre-Solicitation Presentation

• Early engagement with interested parties to highlight information regarding the Draft RFP, including:
  o Terms and conditions of specific importance
  o Proposal instructions and evaluation criteria
  o Availability of reference documents

• Continue engagement to obtain feedback that will be utilized to aid the Department of Energy in developing the resulting Final RFP
Procurement Website

Environmental Management Consolidated Business Center | Cincinnati, Ohio

U.S. DEPARTMENT OF ENERGY

EM Consolidated Business Center
Office Of Environmental Management

Portsmouth Paducah Project Office (PPPO) Operations and Site Mission Support (OSMS)

Welcome to the Home Page for Portsmouth Paducah Project Office (PPPO) Operations and Site Mission Support (OSMS)

The U.S. Department of Energy (DOE), Environmental Management Consolidated Business Center (EMCBC) is currently drafting a solicitation for the potential contract award for the continued management and operation of uranium hexafluoride (UF6) activities and assumption of site mission support activities at Paducah, Kentucky, and Portsmouth, Ohio. The following activities will be transferred from the Decontamination and Decommissioning (D&D) Contractor at Portsmouth (Fluor - BWXT Portsmouth, LLC) and the Deactivation and Remediation (DR) Contractor at Paducah (Four Rivers Nuclear Partners, LLC) to the OSMS Contractor: utilities (water, sewer, and electric); Emergency Management (fire protection, plant shift superintendent emergency operations center); Physical Security (Protective Force); Uranium Operations at PORTS (cylinder to cylinder transfer, cylinder yard management); and Nuclear Material Control and Accountability. The conversion facilities were designed and constructed to convert DOE’s inventory of DU6 at the Paducah Gaseous Diffusion Plant and the Portsmouth Gaseous Diffusion Plant, to a more stable uranium oxide form for reuse, storage, and/or transportation and disposition. Both facilities have been in operation since 2011. The Contractor shall continue to provide material transfer, chemical conversion, and cylinder surveillance and maintenance (S&M) services for the DOE inventory of DU6, low-enrichment uranium (LEU) hexafluoride (UF6), normal UF6, and empty and heat cylinders in a safe, compliant, and environmentally acceptable manner.

The Documents Library page of this website will be periodically updated to include project information to familiarize interested parties with the project.

Contracting Officer: Kimberly Tate - (937) 673-4570
For questions, send email to OSMS@emcbc.doe.gov.
Acquisition Process

- Interested parties should submit questions, comments, or input for DOE consideration to the following email address: OSMS@emcbc.doe.gov by January 31, 2022.

- Comments shall be submitted in the Microsoft Excel format provided on the procurement website (please do not edit the format with the exception of adding rows as needed).

- DOE will carefully consider comments/input received in response to the Draft RFP in preparing the Final RFP. However, DOE is not required to officially respond to verbal or written questions or comments pertaining to the Draft RFP.
Acquisition Process

- The Final RFP is anticipated to be issued no sooner than March 2022.

- Once the Final RFP is issued, interested parties should submit questions/comments to email address: OSMS@emcbc.doe.gov

- DOE will post Final RFP questions and answers, without attribution, to the procurement website at: https://www.emcbc.doe.gov/SEB/OSMS/
Acquisition Process

- DOE intends to allow approximately 45-days for preparation of proposals following release of the Final RFP.

- The proposal shall consist of three separate volumes:
  - Volume I – Offer and Other Documents.
  - Volume III – Cost and Fee Proposal.

- The Offeror’s proposal shall be valid for 365 calendar days after due date of receipt of proposals.

- Government intends to award a contract without discussions, as stated in Sections L and M of the RFP.

- Full and Open Competition under NAICS Code 325180, Other Basic Inorganic Chemical Manufacturing.
PPPO Overview & History, Regulatory/Stakeholder Overview, Site Incumbent Contracts, Performance Work Statement (PWS)
The vision for the OSMS follow-on contract is to support the enduring mission at both the Portsmouth and Paducah sites. This will include the continued management and operation of uranium hexafluoride (UF6) activities from the current operations contractor and support to the Department’s Office of Nuclear Energy’s initiatives for production of High Assay Low Enriched Uranium (HALEU) and the National Nuclear Security Administration’s initiatives for utilization of depleted uranium metal and high assay tails. The contract will also include the shift of site utilities, emergency management and nuclear material accountability activities, which is currently performed by the Decontamination and Decommissioning (D&D) Contractor at Portsmouth and the Deactivation and Remediation (D&R) Contractor at Paducah.

The PORTS D&D and OSMS contracts will promote contractor community commitment and engagement, to include site reindustrialization efforts by the local communities. The contracts will also provide for a 5% preference for the award of subcontracts to regional small businesses.

There will continue to be a separate contract at Paducah to focus on the D&R of the GDP process buildings.
DOE’s Gaseous Diffusion Plants

• 3 Uranium Enrichment Plants
  • Oak Ridge, Tennessee
    • Originally named the K-25 Site and now known as the East Tennessee Technology Park (ETTP).
    • Oak Ridge is where the nation’s first gaseous diffusion plant (GDP) for enriching uranium, as part of the Manhattan Project, was located.
    • In post-war years, additional enrichment facilities were built to form the Oak Ridge GDP, which enriched uranium until 1987.
  • Paducah, Kentucky (Constructed: 1952)
    • Purpose: Produced enriched uranium, initially for the nation’s nuclear weapons program and later for nuclear fuel for commercial power plants.
    • In May 2013, the leased facilities were returned to DOE and enrichment operations ceased.
  • Portsmouth, Ohio (Constructed: Between 1952-56 as the last of the 3 plants)
    • Purpose: Enriched uranium for the nation’s nuclear defense program and later for commercial nuclear reactors.
    • Highly enriched uranium was suspended in 1991 as a result of the end of the Cold War.
    • The plant operated to produce low-enriched uranium for use in commercial nuclear power plants until May 11, 2001, when enrichment operations ceased.
PORTSMOUTH SITE
• The Portsmouth GDP was constructed from 1952-1956
• The Portsmouth Site was the last of the nation’s three GDPs to be built
• Enriched uranium for the nation’s nuclear weapons program and later for commercial nuclear reactors
1952-2001
Uranium Enrichment
1952-2001: Enrichment Operations

- August 1952 – U.S. Government selects Pike County as the site for new uranium enrichment plant.
  - Goodyear Tire & Rubber Corp. is plant’s first operator.

- September 1954 – First production cells go on stream.

- March 1956 – Contractors complete entire plant 6 months ahead of schedule and full production begins.

- Mid-1960s – Plant begins shifting from military mission to commercial focus, supplying enriched uranium to electric utilities operating nuclear power plants.

- October 1977 – Government transfers functions of Energy Research and Development Agency (ERDA) to newly-created DOE.
  • In July 1993, USEC assumes responsibility for Paducah and Portsmouth uranium enrichment plants.

• March 1997 – Regulatory oversight of enrichment plants officially transfers from DOE to the Nuclear Regulatory Commission.

• June 2000 – USEC announces plans to consolidate all enrichment activities at Paducah by June 2001.

• May 2001 – USEC ceases enrichment activities at Piketon plant. The plant is placed into Cold Standby with the potential to restart, if needed.
GDP Cleanup Approach

Energy Policy Act 1992

• Privatized enrichment operations
  • Portsmouth and Paducah GDPs continue operations
  • Oak Ridge GDP remains shutdown
• Established the UED&D Fund
  • Creates funding specifically for the GDPs
  • Commercial utilities contribute to the fund
PORTS EM Mission

• D&D
  • Deactivation and demolition of buildings and structures, ~1.3M yd³ of debris
  • Removal of infrastructure not needed for future use

• Environmental Remediation
  • Excavation of 6 land disposal units and 5 plumes to be used as On-Site Waste Disposal Facility (OSWDF) engineered fill, ~3M yd³
  • Monitored natural attenuation post-D&D

• Waste Disposition
  • Installation and operation of OSWDF for process building waste, ~5M yd³ capacity
  • Offsite disposal of all waste that does not meet OSWDF Waste Acceptance Criteria (WAC)

• Processing Legacy Nuclear Inventory
  • Disposition of 22,000 DUF₆ cylinders

• Property Transfer
  • Reduction of federal site footprint from 3,777 acres to ~400 acres
Environmental Management Program at PORTS

• Officially begins in 1989
  • U.S. DOE signs a Consent Decree with the State of Ohio and an Administrative Consent Order with the U.S. Environmental Protection Agency.
  • Consent Decree requires DOE to:
    • Complete investigations to determine the nature and extent of any environmental contamination that exists at PORTS;
    • Complete alternative studies; and
    • Implement corrective actions as needed.

• RCRA
  • Major cleanup actions are performed under requirements of the Resource Conservation and Recovery Act (RCRA)
  • 10 Decision Documents issued by regulatory agencies
  • All major cleanup actions implemented except units agreed by DOE and Ohio EPA to be deferred until plant D&D
Mid 1990’s - Completed Site Investigation Studies

- Nearly 1,000 groundwater monitoring wells installed in and around the 3,777-acre plant site
- Tens of thousands of soil samples taken at various depths
- 5 groundwater contamination areas, or plumes, identified from sampling results
- Treatments in place at each plume; additional cleanup actions still being taken
Environmental Management Program

• Between 2006 and 2011, 25 inactive facilities were removed to eliminate surveillance and maintenance costs.
• In mid-2009, the cleanup program was allotted $118.2 million under American Recovery and Reinvestment Act, with five “shovel-ready” projects identified for accelerated cleanup.
**2010: Director’s Final Findings and Orders (DFF&O)**
The (CERLCA-like) agreement between Ohio EPA and DOE was signed in 2010 and which covers the decisions for D&D of the GDP buildings and disposal of the D&D waste.

**2015: Record of Decision - Portsmouth Site Decontamination and Decommissioning** Ohio EPA and DOE signed a Record of Decision (ROD) to demolish the large process buildings and other facilities undergoing D&D at Portsmouth.

**2015: Record of Decision - Portsmouth Site Waste Disposition** Ohio EPA and DOE signed a ROD for the disposition of waste that would be generated from D&D at Portsmouth. The plan calls for a combination of on-site and off-site waste disposal and the construction of an OSWDF in the northeast corner of the site.
Decontamination and Decommissioning

• DFF&O for Removal Action and Remedial Investigation and Feasibility Study (RI/FS) and Remedial Design and Remedial Action (RD/RA)
  • Defines the steps for identifying a range of technical alternatives for the D&D and waste disposition components of the project, and reaching formal decisions on how best to proceed using a CERCLA framework
  • Steps included:
    • Developing viable alternatives, then evaluating and comparing them
    • Gaining public feedback on the range of alternatives
    • Selecting a final approach
    • Formalizing the decisions
    • Defining the regulatory requirements for successful implementation of the D&D and waste disposition remedial actions.
Fast Facts:

• Top end of the cascade, enrichment assay 11% - 98%
• Produced weapons grade and Nuclear Navy enriched uranium
• >2,300 stages, ~15 to 250 Horse Power (HP) process motors, smallest equipment
• Deactivation began in FY 2012
• Deactivation completed in 2021
• Demolition began in 2021
• Demolition projected completion in 2023
• 7,000+ Process Gas Equipment components removed and shipped off-site for disposal
Fast Facts:

• Low end (start of cascade), enrichment assay natural to 3%
• 640 stages, 3,300 HP motors, largest components
• Deactivation on-going
• Demolition projected start 2023
• Demolition projected completion 2027
Fast Facts:

- Middle of cascade, enrichment assay 3% to 10%
- 1,100 stages, 1,700 HP motors, intermediate size equipment
- First building of GDP operational with first cell on-line in September 1954
Landfills and Plumes Excavation

- 5 landfills and plumes closed within Perimeter Road
- Excavated soils used as engineered fill for OSWDF
- Consolidates 3M yd3 of soils and waste into one site
- Established regulatory commitment tied to OSWDF
- Offers large contiguous site for reuse
• Public stakeholders in the region have clearly stated the Site, post-cleanup, should be reindustrialized to create jobs to sustain the local economy.

• DOE is systematically turning over parcels of Site to the community to begin the process.

• The first 80-acre parcel was transferred to the community in 2018.

• The transfer of the second parcel, approximately 200 acres, is on-going.

• Parcels are transferred to the Southern Ohio Diversification Initiative (SODI), DOE’s local Community Reuse Organization.
• Depleted Uranium Hexafluoride (DUF6) resulted from the uranium enrichment process at three GDPs: Portsmouth, Paducah, and Oak Ridge. Oak Ridge cylinders were transferred to Portsmouth in 2005.

• Cylinders from gaseous diffusion process accumulated from the 1950s to 2001 (Portsmouth) and 2013 (Paducah).

• Facilities commissioned in 2010 and 2011 at Portsmouth and Paducah, respectively, to convert DUF6 products.
**DUF₆ Mission**

Operate conversion facilities to safely convert DUF₆ into a more stable chemical form (oxide) for beneficial reuse or disposal, thus reducing immediate and future risk to workers and surrounding community.

Two conversion products:

- Uranium Oxide
- Aqueous Hydrofluoric Acid (HF)
Paducah Gaseous Diffusion Plant Overview

September 2021
Paducah Gaseous Diffusion Plant
**Land Ownership**

- Site originally was Kentucky Ordnance Works (KOW), a World War II munitions plant.
- In 1950, the Atomic Energy Commission picked KOW site for the second of three planned uranium enrichment plants.
- In 1952 the plant began operations as a government-owned, contractor-operated facility under DOE oversight.
- In 1992 USEC was established as a government corporation to take over operation of Paducah and Portsmouth.
- DOE assumed control of plant in 2014.
- DOE-owned land consists of 3,556 acres with license agreements for:
  - West Kentucky Wildlife Management Area (WKWMA).
Major EM Projects

Long-term facilities removal
• > 500 structures with a footprint of nearly 200 acres to be removed
• Underlying soils to be investigated; cleaned up as needed

Burial grounds
• 10 burial grounds, ~100 acres
• Some contain radioactive, pyrophoric, and RCRA waste

Major TCE source
• Primary source of off-site contamination
• Heavy concentrations present; >500,000 ppb of TCE in groundwater

Surface Water
• Remediation of ~8 miles contaminated creeks, ditches, etc.

Inactive facilities
• Demolished 137 facilities, trailers and structures totaling more than 478,000 square-feet

Deactivation
• Infrastructure optimization (e.g., switchyard consolidation)
• Facility modifications incl. repairs for ~3mil ft² of roofs
• Deactivation activities incl. oils and refrigerant removal from process buildings
• Uranium deposit removal from process buildings

Depleted uranium
• About 46,000 cylinders

Tc-99 plume
• Radionuclide releases have migrated off-site, but not above Drinking Water Standards.

Contaminated soils
• PCBs and uranium
• 63 areas totaling ~100 acres
• Off-site groundwater plumes have contaminated residential wells; off-site (TCE) levels historically as high as 30,000 ppb – maximum contaminant level (MCL) is 5 ppb.

• C-400 is the primary source of off-site contamination, indicating pockets of TCE feeding into groundwater.

• Tc-99 also present, but has not migrated off-site above MCLs.
Groundwater Plumes and Treatment

- ~2,000-acre area of contaminated groundwater
- Largest off-site groundwater plumes in the DOE complex
- Interim groundwater treatment initiated in 1993 and 1994 to address site TCE mass in plumes.
- Nearly 8,100 gallons of contaminants, primarily TCE, removed to date through source reduction actions and groundwater treatment.
Groundwater Pump-and-Treat

- Since mid-1990s, two pump-and-treat systems have reduced off-site migration and concentrations of TCE.
  ✓ > 4.6 billion gal of groundwater treated

- Northwest Plume Pump-and-Treat optimization project (new wells) installed in 2010 has dramatically increased capture of high-concentration TCE plume.

- Phase I of the Northeast plume Pump-and-Treat optimization began in 2016 to improve TCE removal. Phase II was completed in the fall of 2017.
Groundwater Southwest Plume 2015

- 2.2-acre landfarm in southwest part of Paducah plant used in 1970s to biodegrade waste oils.
- TCE contamination in ground was key source of on-site groundwater contamination.
- Deep soil mixing was employed to remove TCE in area known as SWMU 1.
- 8 ft-diameter augers injected reactive iron to mix with soil to a depth of about 60 ft. More than 250 borings were completed.
• PGDP has 10 old burial grounds where various materials, including trash, debris, and scrap metal, were buried decades ago.

• The burial grounds cover about 100 acres, or roughly 53 football fields.
Burial Ground Cleanup Project

- Solid Waste Management Unit (SWMU) 4 legacy burial ground identified for phases of focused sampling to optimize cleanup.

- Phases I, II, and III, which sampled from the surface to a depth of 60 feet, have been completed.

- Phase IV completed sampling the RGA at a depth 60 to 105 feet in July 2015.

- Field work for Phase V began in November 2015 to install monitoring wells and collect samples. Test pits were excavated to gather subsurface information from depths of 0 to 20 feet.
2020

- Began field activities for the C-400 Remedial Investigation/Feasibility study to characterize the source of the site’s groundwater contamination.
- Began utility isolations of high pressure fire water sprinkler systems in C-333 process building in support of deactivation.
- Initiated offsite shipment of uranium enrichment equipment including 22 “cold-traps” and 1 compressor.
- Shipped the first container of R-114 Freon, ozone depleting refrigerant, reducing hazards at the site.
- Marked 25 years of pump-and-treat operations to reduce the offsite migration of the groundwater plumes.
2021

- Completed construction of new substation to deactivate the last of the site’s four switchyards.
- Completed cleanout of 130,000 square feet of stores and receiving from the C-720 Maintenance and Storage Building, reducing utility costs.
- Completed cleanout of C-720-G to support Material Sizing Operations in deactivation of the C-333 process building.
- Completed characterization of C-535 and C-537 switchyards in support of future dismantlement.
- Transferred 210,000 gallons of insulating oil from the plant’s switchyards to the Paducah Area Community Reuse Organization.
• Approximately 3.6 million cubic yards of waste is expected to be generated from the demolition of over 500 buildings and facilities and continued environmental remediation of the Paducah site.

• The existing plant industrial landfill will be used to maximum capacity (~1 million cubic yards).

• Options for the remaining 3 million cubic yards of waste are being evaluated in a Remedial Investigation/Feasibility Study.
End State Vision Planning Assumptions

- Consistent with future industrial land use:
  - Contaminated surface soils excavated to maximize plant areas available for reindustrialization
  - Major TCE sources to off-site groundwater contamination treated to extent technically practical
  - High-risk burial grounds posing groundwater threat excavated; low-risk ones capped in place
  - Institutional controls restricting access to groundwater, capped burial grounds, and subsurface soils
  - Long-term monitoring

- D&D (decontamination and decommissioning)
- Scope includes taking the facilities down to slab and addressing underlying soils.
• Various groups – notably the Purchase Area Community Reuse Organization and Paducah Economic Development – support maximized reuse of plant land and other assets.

• Wildlife, conservation, and recreation groups are interested in utilizing the site for expanded activities.

• The plant is near the Ohio River Triple Rail Industrial Park and has the potential for heavy industry.
Fluor-BWXT Portsmouth (Portsmouth D&D Project)
- Decontamination/decommissioning
- Environmental remediation
- OSWDF Construction/Operations
- Waste disposition
- Environmental Monitoring
  - Site utilities (electrical, water, sewer, steam, etc.)
  - Emergency Services (e.g., Fire Protection, PSS)
  - Security (Pro Force)
  - Uranium Transfer
  - NMC&A

Mid-America Conversion Services (DUF6 Conversion Contractor)
- DUF₆ plant operation
- DUF₆ plant construction
- Cylinder management

NEW Operations and Site Mission Support Contractor
- DUF₆ plant operation
- DUF₆ plant construction
- Cylinder management/shipment
- Site utilities (electrical, water, sewer, steam)
- Emergency Services (Emergency Management, Fire Department/Protection)
- Security (Pro Force)
- Uranium Transfer

Four Rivers Nuclear Partnership (Paducah D&R Project)
- Deactivation/Remediation
- Waste disposition
- Environmental Monitoring
  - Site utilities (electrical, water, sewer, steam, etc.)
  - Emergency Services (e.g., Fire Protection, PSS)
  - Security (Pro Force)
  - NMC&A

Swift & Staley, Inc (Infrastructure Support Services (ISS))
- Infrastructure services at Paducah
- Grounds Maintenance and Snow Removal
  - Railroad Inspection and Maintenance for assigned tracks
  - Fire Extinguishers
  - Radio System and Public Address System
  - Street and Area Lighting S&M

NEW Portsmouth D&D Contractor
- Decontamination/decommissioning
- Environmental remediation
- OSWDF Construction
- OSWDF Operations
- Waste disposition
- Environmental Monitoring
• C.1 General
• C.2 Contract Transition And Closeout
  • C.2.1 Incoming Transition
  • C.2.2 Outgoing Transition And Closeout
• C.3 Project Management & Administration
  • C.3.1 General Administration
  • C.3.2 Environment, Safety, Health, And Quality
  • C.3.3 Project Requirements, Support Activities, And Integration
  • C.3.4 Cyber Security And Computing
  • C.3.5 Security Programmatic Support
  • C.3.6 Management Of Site Services And Interfaces
  • C.3.7 Training
  • C.3.8 Property Management
  • C.3.9 Records Management
  • C.3.10 Public Relations And Media Support
  • C.3.11 Vehicle Maintenance
  • C.3.12 Reserved
C.4 Mission Support Services
  C.4.1 Protective Force Services
  C.4.2 Material Control And Accountability
  C.4.3 Emergency Management/Response Services
  C.4.4 Surveillance And Maintenance
  C.4.5 Ports Criticality Accident Alarm System (CAAS)
  C.4.6 Ports Shipping And Receiving
  C.4.7 Ports Laundry And Respirator Cleaning
  C.4.8 Reserved
  C.4.9 Ports General Radiological Site Services
  C.4.10 Ports Utility Services
  C.4.11 Pad Utility Services
OSMS Scope of Work - Continued

• C.5 UF6 Operations
  • C.5.1 Maintenance And Repair
  • C.5.2 Duf6 Conversion Operations
  • C.5.3 Cylinder Processing
  • C.5.4 Duf4 Operations
  • C.5.5 Uf6 Repackaging Operations
  • C.5.6 Cylinder Yard Operations
• C.6 Plant Improvement(s)/Modification
• C.7 Waste Operations
• C.8 Disposition Of Uo, Heeled, And Empty Cylinders
• C.9 Administration Of Pension And Benefit Plans
• C.10 Additional Assignments
C.1 General

Paducah site (PAD) - 10 miles west of Paducah, Kentucky in western McCracken County
- Consists of a former gaseous diffusion plant (GDP) and the depleted uranium hexafluoride (DUF6) conversion facilities.
- A single rail system serves the site with a spur that accesses both the oxide and aqueous hydrogen fluoride (AqHF) load-out areas.
- Facilities utilized for the gaseous diffusion enrichment operations have been placed in stand-by, or are undergoing the process of deactivation and remediation (D&R).

Portsmouth site (PORTS) - 23 miles north of Portsmouth near Piketon, Ohio
- Consists of a GDP, the American Centrifuge Plant (ACP), and the DUF6 conversion facilities. A single rail system serves the site.
- Facilities required for the gaseous diffusion operations have been placed in stand-by, are undergoing the process of decontamination and decommissioning (D&D), or are actively supporting the D&D effort.
- The U.S. Department of Energy (DOE) Portsmouth Paducah Project Office (PPPO) staff located in Lexington, Kentucky are responsible for the contract administration and project support oversight for DOE. Additional oversight personnel from PPPO are located at PAD and PORTS.
C.2 Contract Transition and Closeout

C.2.1 INCOMING TRANSITION

- Transition Plan due 15 days after Notice To Proceed
- Contract transition period is 120 day
- DOE will issue a written Notice to Proceed (NTP) identifying the effective date of the Contract Transition Period

C.2.2 OUTGOING TRANSITION AND CLOSEOUT

- Desired outcome is a seamless transition of full responsibility for all Contract responsibilities facilities, and activities to a successor contractor.
- Requires a **Phase-Out Transition Plan** that includes:
  - A proposed date by which the Contractor will transition responsibility to the incoming contractor.
  - A schedule of major activities (training and orientation program, communication process, identification of key transition issues, etc.).
C.3 Project Management and Administration

C.3.1 GENERAL ADMINISTRATION
- Plan, integrate, manage, and execute the programs, projects, operations, and other activities

C.3.2 ENVIRONMENT, SAFETY, HEALTH, AND QUALITY
- Implement Integrated Safety Management (ISM) System and ESH&Q Programs

C.3.3 PROJECT REQUIREMENTS, SUPPORT ACTIVITIES, AND INTEGRATION
- Establish, maintain, and use a performance measurement system - Contractor Performance Baseline (CPB)

C.3.4 CYBER SECURITY AND COMPUTING
- Manage IT resources in accordance with the National Institute of Standards and Technology (NIST) Risk Management Framework

C.3.5 SECURITY PROGRAMMATIC SUPPORT
- Operate within an integrated Safeguards and Security program at each site

C.3.6 MANAGEMENT OF SITE SERVICES AND INTERFACES
- Coordinate and interface with other site contractors
C.3.7 TRAINING

• Maintain a trained workforce with the knowledge, skills, and abilities necessary for successful performance.

C.3.8 PROPERTY MANAGEMENT

• Manage and operate all real and personal property assigned.

C.3.9 RECORDS MANAGEMENT

• Includes all Federal records (regardless of media) generated/received (including subcontractors) in the performance of the contract in electronic format (born digital).

C.3.10 PUBLIC RELATIONS AND MEDIA SUPPORT

• Public relations services, communicate successes through a variety of tools (e.g., video production, press releases, articles, social media content, fact sheets, presentations)

C.3.11 VEHICLE MAINTENANCE

• DOE-owned, GSA-Leased, and commercial leased vehicles, heavy equipment, carts, utility vehicles, specialty equipment

C.3.12 RESERVED
C.4 Mission Support Services

— C.4.1 Protective Force Services

Services to other entities at PORTS and PAD that support varied missions and programs.

Performed in accordance with all applicable permits, laws, and regulations, DOE Directives, and all other codes, Standards, work authorizations, procedures and requirements as applicable.

C.4.1 PROTECTIVE FORCE SERVICES
• Protective Force and Guard functions
• Protect national security interests, including:
  o Special nuclear material
  o National security operations and vital equipment
  o Classified and sensitive information
  o Facilities and employees
  o Government property
C.4.2 Material Control and Accountability (MC&A)

- Nuclear Materials (NM) Local Area Network Material Accountability System (LANMAS)-based accounting for all nuclear operations at both sites
- MC&A self-assessments
- Frequent interface with contractors
- Annual MC&A Group Staffing Plan for ODFSA approval
- Training of MC&A Staff and all responsible for NM operations
- Technical oversight of accountability measurements
- Fully integrate and coordinate activities with S&S Physical Security and Emergency Management regarding access control and physical protection of special nuclear material
C.4.3 Emergency Management and Response Services

- Site-wide emergency management, response, and plant shift superintendent services
- Operate the Emergency Operations Center and Joint Information Center
- Develop and maintain mutual aid agreements
- Develop and conduct drills and exercises
- Maintain and update site-wide All-Hazards Surveys, Emergency Planning Hazard Assessments, and Emergency Action Levels
- Submit Site Integrated Emergency Readiness Assurance and other plans
- Fire Protection Services to all site entities
C.4.4 Surveillance and Maintenance

C.4.5 PORTS Criticality Accident Alarm System (CAAS)

• Plan, manage, and execute Surveillance and Maintenance activities
• Operation of essential systems and facilities
• Maintain and verify operability of the PORTS CAAS
• Prepare CAAS maintenance and operating procedures
• Plan and schedule CAAS preventative and corrective maintenance
• Track CAAS maintenance and performance
• Provide monthly system health reports
• Perform periodic system walk-downs
• Perform engineering and operability evaluations
C.4 Mission Support Services – C.4.6, C.4.7, C.4.8, C.4.9

C.4.6 PORTS SHIPPING AND RECEIVING
• Shipping and receiving services for DOE and DOE site contractors and subcontractors

C.4.7 PORTS LAUNDRY AND RESPIRATOR CLEANING
• Laundry and respirator cleaning services (disinfecting, sanitizing, transporting, testing, and evaluation).

C.4.8 RESERVED

C.4.9 PORTS GENERAL RADIOLOGICAL SITE SERVICES
• Radiological services to other site contractors in the areas of equipment maintenance, personnel radiological monitoring and records management.
• Radiological Instrumentation
• Dosimetry Program
• Electrical Distribution / Services
• Dry Air Plant
• Nitrogen System
• Natural Gas Distribution System
• Steam Production and Distribution
• Water Systems and Services
• Wastewater and Storm Sewer Systems
• Sitewide Radio System
• Chilled Water System
• Rail System
C.5 UF6 Operations

C.5.1 MAINTENANCE AND REPAIR
• Maintain the reliability and availability of all UF6 Operations assigned facilities, equipment, support systems, cylinder yards and associated equipment.

C.5.2 DUF6 CONVERSION OPERATIONS
• DUF6 Conversion to UOx – Seven Lines, One Plant philosophy
• Maintain, repair, and operate to reflect a consistency in all areas including management, configuration, security, safety, training, etc.

C.5.3 CYLINDER PROCESSING
• Safely process DUF6 cylinders identified in the Cylinder Information Database (CID)

C.5.4 DUF4 OPERATIONS
• Convert DUF6 to DUF4

C.5.5 UF6 REPACKAGING OPERATIONS
• Operate X-340 complex at PORTS, including UF6 transfer/repackaging
• Continue repackaging/transfer operations

C.5.6 CYLINDER YARD OPERATIONS
• Execute the cylinder management activities
C.6 Plant Improvement(s) / Modification and C.7 Waste Operations

C.6.1 PLANT IMPROVEMENT/MODIFICATIONS
• Maintain the DUF6 Plant Improvements budget incorporated in the CPB.

C.6.2 SMALL PLANT IMPROVEMENTS/MODIFICATIONS
• Total of Small Plant Modification/Improvements shall be limited to 15% of the annual allocation for Plant Improvements as a whole, unless approved otherwise by DOE.

C.7.1 SELF-GENERATED WASTE
• Manage all waste generated

C.7.2 PORTS SANITARY WASTE
• Maintain collection sites (e.g. dumpsters) for sanitary waste generated

C.7.3 PORTS LEGACY WASTE
• Manage, maintain and disposition/dispose of Legacy waste located within PORTS storage facilities.

C.7.4 DUOX WASTE GENERATED AT DUF6 CONVERSION FACILITIES
• Preparation, shipment and disposal of all DUOx and DUOx-like (e.g., mixture of oxide and debris/dry active waste) material.
C.8 DISPOSITION OF UO, HEELED, AND EMPTY CYLINDERS

• Ensure the final disposition of the total inventory of cylinders.

C.9 ADMINISTRATION OF PENSION AND BENEFIT PLANS

• Sponsor and administer the DUF6 Pension Plan, USW Career Pension Plans and all other existing benefit plans (including post-retirement medical)

C.10 ADDITIONAL ASSIGNMENTS

• May include, but are not limited to:
  • Facilities maintenance, alterations, and capitalization (construction);
  • Asset maintenance, alteration(s), and construction;
  • IT equipment, infrastructure support, and upgrades for increased capabilities;
  • Engineering support; and
  • Disposition of additional project by-products/waste.
Overview of Draft RFP Sections

L and M
Source Selection Procedures

- The relative importance of the evaluation factors for the Technical and Management Proposal (Volume II) are below:
  1) Key Personnel
  2) Past Performance
  3) Management Approach

  *Key Personnel is more important than Past Performance.*
  *Past Performance is more important than Management Approach.*

- The Cost and Fee Proposal will not be adjectivally rated, or point scored but will be considered in the overall evaluation of proposals in determining the best value to the Government.

- The Cost and Fee Proposal will be evaluated for cost realism and price reasonableness in accordance with FAR 15.404-1 and FAR 15.402(a).

*The evaluation factors for the Technical and Management Proposal (Volume II), when combined, are significantly more important than the total evaluated price (Volume III)*
Section L.10 (a) - Definitions.

**Offeror.** The term “Offeror,” as used in this Section L, refers to the single entity submitting the proposal. The Offeror may be a single corporation or a “Contractor team arrangement” as defined in FAR 9.601(1), for example, a limited liability company (LLC), limited liability partnership (LLP), joint venture (JV), or similar entity or arrangement. The Offeror may be an existing or newly formed business entity. The term “newly formed entity” refers to any business entity (e.g., JV, LLP, LLC, or similar entity or arrangement) formed solely for the purpose of submitting a proposal for this procurement. Such an entity may not have a record of its own past performance due to the fact that it may have been formed recently by affiliated entities for the purpose of submitting a proposal for this procurement. If the Offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals.

**Teaming Subcontractor.** A “Teaming Subcontractor” is any subcontractor that will perform work that is incorporated into the Offeror’s Technical and Management Proposal and that the prime Offeror considers necessary to enhance its team’s Technical and Management Proposal or ability to meet contract requirements within the PWS. Small business Teaming Subcontractors count toward fulfillment of the Section H Clause entitled, *Subcontracted Work*, requirement and other small business goals in this Contract. Teaming Subcontractors are evaluated consistent with the terms of this solicitation and thus are not subject to post-award subcontract consent pursuant to FAR 52.244-2.
Key Personnel

The Key Personnel section shall not exceed five (5) pages, exclusive of resumes, Offeror’s proposed qualifications, and letters of commitment. The key personnel resumes are limited to four (4) pages for each required key personnel position resume. The Offeror’s proposed qualifications are limited to one (1) page for each non-required key personnel position.

• **Key Personnel**

The Offeror shall propose the key personnel for the three required positions of Program Manager, Portsmouth Plant Manager, and Paducah Plant Manager. Only one individual may be proposed for each of the Program Manager, Portsmouth Plant Manager, and Paducah Plant Manager positions. The fourth required key personnel position is the Engineering Manager. The Offeror shall not propose an individual for the Engineering Manager position.

Additionally, the Offeror may propose up to two non-required key personnel positions. The Offeror shall not propose key personnel to fill these positions at this time, as non-required key personnel positions will be filled during Contract Transition along with the required Engineering Manager key personnel position. The Offeror’s proposal shall provide qualifications for each proposed non-required key personnel position as well as the required key personnel position of the Engineering Manager, which will serve as the requirements for the respective position throughout the life of the contract.
Key Personnel (Continued)

- **Resume - Program Manager, Portsmouth Plant Manager, and Paducah Plant Manager**
  Offerors shall provide written resumes for the proposed key personnel to fill the required positions of Program Manager, Portsmouth Plant Manager, and Paducah Plant Manager in the format shown in the Section L, Attachment entitled, *Key Personnel Standard Resume Format*. The resume shall describe the key person's education, experience, accomplishments, and other information supporting the individual's qualifications and suitability for the proposed position.

- **Non-Required Key Personnel**
  Offerors shall provide written qualifications for each of the non-required key personnel positions they propose to utilize as well as the required Engineering Manager position. The Offeror’s proposed qualifications for each position shall be in the format shown in Section J, Attachment entitled, *Key Personnel Position Qualifications for the Required Engineering Manager and Non-Required Key Positions*. The Offeror’s proposed qualifications shall describe the education, relevant experience, and other attributes required for all individuals that will be proposed for and, if approved by DOE, be employed in that respective position throughout the life of the contract.
Key Personnel

DOE will evaluate the proposed key personnel for the three (3) required positions of Program Manager, Portsmouth Plant Manager, and Paducah Plant Manager, along with the Offeror’s rationale for selecting the proposed non-required key personnel positions. DOE will evaluate the Offeror’s proposed qualifications for the required Engineering Manager key personnel position and proposed non-required key personnel positions.

DOE’s evaluation of the Program Manager will be the most important aspect of the evaluation of key personnel. DOE will also evaluate the mix of required and non-required key personnel positions to determine whether or not it is appropriate for performance of the contract.
Individual oral interviews - Program Manager, Portsmouth Plant Manager, and Paducah Plant Manager

DOE intends to conduct individual interviews with Offeror’s proposed required key personnel utilizing virtual procedures.
Section H Clauses:

H.43 DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)

Key Personnel Team Requirements:

- The Program Manager and Engineering Manager shall be assigned full-time to the Contractor’s Lexington, KY Office. All key personnel shall be assigned full-time to their respective positions and their permanent duty station shall be located at Lexington, KY, Portsmouth, OH, or Paducah, KY. The Program Manager shall be employed by the Prime Contractor. All key personnel shall have a "Q" clearance level (or equivalent) at the time of their effective employment date in support of this Contract, or the ability to obtain such within 12 months of their effective employment date in support of this Contract.

Fee Reductions for Changes to Key Personnel:

- **Program Manager** – If removed, replaced, or diverted within three years of being placed in the position, the earned fee under the Contract may be permanently reduced by $1,000,000 for each and every such occurrence.

- **Key Person Other Than Program Manager** – If removed, replaced, or diverted within three years of being placed in the position, the earned fee may be permanently reduced by up to $500,000 for each and every such occurrence.
Past Performance

- The Past Performance section shall be limited to the Attachment L-3, *Past Performance Reference Information Forms*, which are limited to up to seven pages per contract; the Attachment L-5, *List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions*, the Attachment L-9, *List of DOE Contracts, and Past Performance Consent Statement(s)*, which have no page limits.

- Contracts information. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall provide past performance information on **up to three (3) contracts per member**, either currently being performed or completed by the Offeror/members, and **up to two (2) contracts**, either currently being performed or completed for each proposed Teaming Subcontractor.

- The Offeror shall only provide past performance information for contracts that are currently being performed or have a period of performance end date within the last four (4) years from the original solicitation issuance date.
Past Performance (Continued)

Offerors, to include all members of a teaming arrangement, as defined in FAR 9.601(1), will be evaluated on the Government’s assessment of relevant and recent past performance information obtained for the Offeror performing work similar in scope, size, and complexity to the portion of the PWS that each entity is proposed to perform.

Scope: Type of work (e.g., work as identified in the PWS, including similar work of a nuclear or non-nuclear nature and/or similar non-DOE work);

Size: Dollar value (approximate average annual value in relation to proposed work; annual contract value of approximately $200M for evaluation purposes);

Complexity: Performance challenges (e.g., overcoming barriers to safely increase production rates, increase efficiency in providing utility services, work performance improvements, subcontractor management, management of large complex contracts in highly regulated industries, cost efficiencies, management of complex CHRM requirements, and successful partnerships with the Government, Client, and Regulators).
Past Performance (Continued)

- The Government may consider past performance information from sources other than those provided by the Offeror.

  Note: DOE contracts are not necessarily evaluated with more relevance than non-DOE contracts, based on the sole fact that it was work for DOE. The evaluation of relevancy is based on the factors listed above [size, scope and complexity].
Newly Formed Entity and Predecessor Companies

If the Offeror is a newly formed entity with no record of past performance for its team members as defined in FAR 9.601(1), the Offeror shall provide past performance information for its member organization(s). The Offeror, whether or not they are a newly formed entity, may provide past performance information for its parent organization(s), member organizations in a joint venture, LLC, or other similar or affiliated companies, provided the Offeror’s proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance.
Meaningful Involvement

- Meaningful involvement means the parent, member, or affiliate will provide material supplies, equipment, personnel, or other tangible assets to contract performance; or how the common parent will utilize the expertise, best practices, lessons learned, or similar resources from the affiliate to affect the performance of the Offeror. If a common parent company is used to establish the nexus between the Offeror and an affiliated company, the Offeror must demonstrate how the affiliate and Offeror rely on, for example, similar assets, resources, policies, and procedures of the common parent company.

- Past performance information from predecessor companies that existed prior to any mergers or acquisitions may also be considered where the Offeror’s proposal demonstrate such performance reasonably can be predictive of the Offeror's performance.
Technical and Management Approach (45-page limit)

- **Contract Transition Approach:** The Offeror shall fully describe its approach to achieve the Contract Transition requirements, including implementation of the Contractor Human Resource Management (CHRM) requirements in Section C.2 and the applicable Section H CHRM clauses, for the safe, effective, and efficient transfer of responsibility for execution of the Contract with little or no disruption to ongoing operations.

- **Management Approach:** The Offeror shall fully describe its management approach: to include to effectively manage, implement, and execute the PWS; to interface and collaborate with other site contractors; and to partner with DOE by optimizing work and applying risk-based approach for greater efficiency.

- **Technical Approach:** The Offeror shall fully describe its Technical Approach to perform the PWS. The Offeror shall describe its proposed approach, plan and schedule for UF Operations for repackaging, conversion operations and maintenance, shift operations, manpower projections and consideration for maintenance and scheduled facility outages.
Technical and Management Approach (Continued)

- **Inclusion of Improvements to Work Processes, Procedures, and Technologies:** The Offeror shall describe its approach to meet the contract purpose and objective to include its approach to develop and implement improvements to work processes, procedures, and technologies in the performance of the PWS such as improving the performance of or increase throughput of the DUF6 operations, gaining efficiencies, and optimizing infrastructure/support services. The Offeror need not demonstrate the viability of individual improvements, but rather must describe it approach to meet the requirement over the life of the contract.

- **Small Business Participation:** The Offeror shall describe its approach to meet or exceed the small business subcontracting requirement of 15% of the contract value (excluding Contract Transition, Fee, and the IDIQ CLIN Amounts), including subcontracting of meaningful work scope. Note: Evaluation of this factor is separate and distinct from the Small Business Subcontracting Plan. This information shall not contradict the Offeror’s Small Business Subcontracting Plan included in Volume I.
Cost and Fee Information: All cost and fee information shall be included in Volume III of the proposal. None of the cost or fee information contained in Volume III shall be included in Volume II, Technical and Management Proposal.

Cost Worksheets: Section L, Attachment L-6, Cost Proposal Worksheets and Section L, Attachment L-7, Consolidated Direct Cost Schedules

Offeror Proposed Cost

Work Breakdown Structure (WBS): The Offeror shall use the organization of work set forth in the RFP. The Offeror shall not propose its own WBS structure for this solicitation.

WBS/Basis of Estimate (BOE) Correlation: For activities associated with the Offeror’s proposed cost, the cost proposal shall include a breakdown of cost correlated with each BOE in the RFP. The costs shall also be consistent with the Offeror’s Technical and Management Proposal (including the proposed integrated critical path schedule) for each BOE. For each of the BOEs indicated in the RFP, the Offeror shall provide a description at the WBS level, but the cost proposal will be at the BOE level. In some cases, several WBS/PWS elements may be included in a single BOE and should be addressed in the description (not separated in the cost proposal).

Basis of Estimate (BOE): Provide a BOE thoroughly documenting all estimates consistent with the Offeror’s Technical and Management Proposal. A BOE description shall be provided at the level shown in the RFP.
L.11 (h) Facility clearance verification. (Revised)

- If any member of the Offeror (including Teaming Subcontractors) or Tier Parents of the Offeror are under FOCI, the Offeror shall submit a draft FOCI Mitigation Plan for review by the appropriate Cognizant Security Office (CSO). If the CSO has questions regarding any of the FOCI Verification, Facility Clearance Information, and/or the draft FOCI Mitigation Plan, it may reach out to the Offeror during the evaluation process for clarifications. **Note: This will not constitute “negotiations” (or “discussions”) as defined in paragraph (d) of FAR 15.306, Exchanges with Offerors After Receipt of Proposals or obligate the Government to conduct discussions; nor constitute a “proposal revision” as defined in FAR 15.001.**

- Highly encouraged to transmit FOCI information before proposal receipt deadline.

- Electronic signatures cannot be accepted; thus, the signed original SF-328 executed in accordance with the form’s instructions, and any other forms requiring a signature or seal shall be printed, signed, and submitted to the federal FOCI Operations Manager at the mailing address provided in the system.

- When filling out the New User Registration information in the DOE FOCI ESS, select “Environmental Management Consolidated Business Center” as the FOCI Office that will review your submission for this solicitation when it is completed.

- Include the solicitation name and number in the “Reason for Request” field.

- If the Department identifies missing information, the Offeror shall submit any information requested by the Department (FOCI Manager or CO) as soon as possible.
L.11 (h) Facility clearance verification. (Revised) (Continued)

• A Facility Clearance is required for this solicitation.

• If the Offeror, JV/LLC member(s), or any of its Teaming Subcontractors (if applicable) do not possess such a CAGE code or DOE/NRC facility clearance number, the Offeror, JV/LLC member(s), and Teaming Subcontractor (if applicable) shall submit FOCI information in accordance with the Section L provision entitled, DEAR 952.204-73, Facility Clearance (Aug 2016) (DEVIATION) (Issued by DOE Policy Flash 2021-14).

• Further information is available at https://foci.anl.gov/.

• All Offerors, JV/LLC member(s), and Teaming Subcontractors (if applicable) that do not possess a CAGE code or DOE/NRC Facility Clearance number, shall complete the required entries into the DOE Foreign Ownership, Control, or Influence (FOCI) Electronic Submission System (ESS) located at https://foci.anl.gov/.

• Use of the DOE FOCI ESS is mandatory.
Contractor Human Resource Management (CHRM) Requirements

CHRM Overview
CHRM Summary

• The CHRM clauses include a large volume of critical information related to transitioning the incumbent workforce, establishing pay and benefit programs, service credit, recognition of labor agreements and managing these HR elements throughout the period of performance.
Noteworthy Contractor Human Resource Clauses:

- H.4 Workforce Transition and Employee Hiring Preferences Including Through Period of Performance
- H.5 Employee Compensation: Pay and Benefits
- H.6 Special Provisions Applicable To Workforce Transition and Employee Compensation: Pay and Benefits
- H.7 Workforce Transition and Benefits Transition: Plans and Timeframes
- H.9 Labor Relations
- H.11 Labor Standards
H.4  WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES

• The intent of this clause is to:
  1. maintain continuity of operations and carry critical knowledge through the mission;
  2. protect the interest of qualified incumbent employees (as defined in H.3) in maintaining their existing employment status.

• The Contractor shall provide, during the transition period and throughout the period of performance, preferences in hiring to eligible employees for non-managerial position vacancies, in accordance with the requirements established in H.4.
H.5 EMPLOYEE COMPENSATION: PAY AND BENEFITS

Incumbent Employees (as defined in H.3):

- Contractor is required to provide equivalent base pay for the first year

- Contractor is required to sponsor or be a participating employer and maintain qualified status:
  - DUF6 Pension Plan for Grandfathered Employees
  - MCS Post Retirement Benefit Plan
  - Fluor BWXT Portsmouth, LLC USW Career Pension Plan for Appendix A USW Represented Employees
  - USW Career Pension Plan for Appendix A USW Represented Employees (Paducah)
  - Health Reimbursement Account for Appendix A Employees that mirrors the Portsmouth and Paducah HRA plans

- Requirement does flow down to subcontractors who employ Incumbent Employees. These plans must be in place by the end of the Transition Period.

- Contractor is required to maintain the qualified status of these benefit plans consistent with the requirements of the Employee Retirement Income Security Act of 1974 (ERISA) and the Internal Revenue Code. May want to seek advice from ERISA Attorney, Actuary or Accountant.
H.6 SPECIAL PROVISIONS APPLICABLE TO WORKFORCE TRANSITION AND EMPLOYEE COMPENSATION: PAY AND BENEFITS

- Service Credit for Leave – For Incumbent Employees hired by the Contractor as set forth in H.3 Clause, Definitions, the Contractor shall carry over accrued leave balances and the length of service credit from Incumbent Contractor(s) for purposes of determining rates of accruing leave for these employees as required by and consistent with applicable law and applicable collective bargaining agreements.

- Key Personnel (Required and Non-Required) Annual Salaries – Contractor shall submit within 20 days of Notice to Proceed the proposed salaries of key personnel for a determination of reasonableness and allowability under the Contract. Salaries submitted in the proposal are not guaranteed for approval post award.
**H.7 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES**

- Numerous deliverables required during transition and are noted in this Clause with specific timeframes. Important to become familiar with the requirements.

- Examples of these transition deliverables include:
  - Workforce Transition Plan – draft due within 15 days of NTP/final within 45 days of NTP
  - Benefits Transition Plan – draft due within 20 days of NTP/final within 30 days
  - Contractor Employee Compensation Plan – by close of contract transition

- Benefit programs shall be in place by the end of the Transition Period. If the Contractor is unable to fully implement market-based plans by the end of the Contract Transition Period, the Contractor is required to submit a fully documented plan within 90 days after the end of Transition Period for approval to include justification, timeframe and execution of the market-based plans.
H.9 LABOR RELATIONS

- Collective Bargaining Agreements:
  - United Steelworkers, Local 689 and 550
  - Tri-State Building and Construction Trades Council
  - Int’l Union – Security, Police & Fire Professionals of America, Locals 66 and 111

- **Per paragraph (b):** Consistent with applicable labor laws and regulations, the Contractor agrees to initially consult with these unions regarding the initial terms and conditions of employment and to recognize these unions as the collective bargaining representative(s) for employees performing work that has historically and traditionally been performed by members of these unions 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 collective bargaining agreement(s) for work at the Portsmouth site.

- **Per paragraph (e):** The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure no disruption in services during the performance of the Contract. All such agreements entered into the Contract period of performance should, to the extent that the parties to those collective bargaining agreements agree, provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout or other disruption in services.
**H.11 LABOR STANDARDS**

- Contractor is to submit work packages prior to the start of work with sufficient detail on the work to be performed.

- The Contracting Officer will issue the specific labor standard determination applicable to the work: Service Contract Labor Standards (SCA) or Construction Wage Rates Requirements (DBA).

- The Contractor is required to comply with the CO determination and all other statute requirements—certified payrolls, postings, Semi-Annual Enforcement Reports.

- Contractor is required to ensure that the labor standard clauses and requirements are flowed down to and incorporated into applicable subcontracts.
Overview of Draft RFP
Sections B and H
Section B – Type of Contract

B.2 TYPE OF CONTRACT

Cost-Plus-Award-Fee (CPAF) Contract with Cost-Reimbursement (CR) and IDIQ CLINs with a 5 Year Base and Two Option Periods (3+2).

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Title</th>
<th>Type</th>
<th>PWS Section(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Transition (120 days)</td>
<td>CR (no fee)</td>
<td>C.2</td>
</tr>
<tr>
<td>00101</td>
<td>Base Operations and Services</td>
<td>CPAF</td>
<td>C.3, C.4, C.5.1 through C.5.3.8, C.5.6, C.6, C.7, and C.8</td>
</tr>
<tr>
<td>00102</td>
<td>Defense Operations</td>
<td>CPAF</td>
<td>C.3, C.5.4, and C.5.5</td>
</tr>
<tr>
<td>00103</td>
<td>Administration of Pension and Benefit Plans at</td>
<td>CR (no fee)</td>
<td>C.9</td>
</tr>
<tr>
<td></td>
<td>Portsmouth and Paducah Sites</td>
<td></td>
<td></td>
</tr>
<tr>
<td>00104</td>
<td>Additional Assignments in Accordance with PWS</td>
<td>IDIQ</td>
<td>C.10</td>
</tr>
<tr>
<td></td>
<td>Section C.10</td>
<td></td>
<td></td>
</tr>
<tr>
<td>00201</td>
<td>Base Operations and Services</td>
<td>CPAF</td>
<td>C.3, C.4, C.5.1 through C.5.3.8, C.5.6, C.6, C.7, and C.8</td>
</tr>
<tr>
<td>00202</td>
<td>Defense Operations</td>
<td>CPAF</td>
<td>C.3, C.5.4 and C.5.5</td>
</tr>
<tr>
<td>00203</td>
<td>Administration of Pension and Benefit Plans at</td>
<td>CR (no fee)</td>
<td>C.9</td>
</tr>
<tr>
<td></td>
<td>Portsmouth and Paducah Sites</td>
<td></td>
<td></td>
</tr>
<tr>
<td>00204</td>
<td>Additional Assignments in Accordance with PWS</td>
<td>IDIQ</td>
<td>C.10</td>
</tr>
<tr>
<td></td>
<td>Section C.9</td>
<td></td>
<td></td>
</tr>
<tr>
<td>00301</td>
<td>Base Operations and Services</td>
<td>CPAF</td>
<td>C.3, C.4, C.5.1 through C.5.3.8, C.5.6, C.6, C.7, and C.8</td>
</tr>
<tr>
<td>00302</td>
<td>Defense Operations</td>
<td>CPAF</td>
<td>C.3, C.5.4 and C.5.5</td>
</tr>
<tr>
<td>00303</td>
<td>Administration of Pension and Benefit Plans at</td>
<td>CR (no fee)</td>
<td>C.9</td>
</tr>
<tr>
<td></td>
<td>Portsmouth and Paducah Sites</td>
<td></td>
<td></td>
</tr>
<tr>
<td>00304</td>
<td>Additional Assignments in Accordance with PWS</td>
<td>IDIQ</td>
<td>C.10</td>
</tr>
<tr>
<td></td>
<td>Section C.9</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
H.22 DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT (OCT 2014)

The Contractor’s parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by Section J, Attachment entitled, “Performance Guarantee Agreement” incorporated in the Contract. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the CO.
H.51 SUBCONTRACTED WORK

The Contractor shall subcontract (in accordance with the definition at FAR Subpart 44.1) at least fifteen (15) percent of the contract value to small businesses (not including costs for Post-Retirement Medical Benefits, Long-Term Disability, and Pension Contribution). The Contractor’s subcontracted work shall be in compliance with the approved Section J Attachment - titled, Small Business Subcontracting Plan. Unless otherwise approved in advance by the CO, work to be performed by subcontractors selected after Contract award shall be acquired through competitive procurements, to the extent required, with an emphasis on fixed price subcontracts to the extent practicable. The use of cost-reimbursement, time-and-materials, and labor hour subcontracts shall be minimized.

Meaningful work is work that is important to the performance of the technical and management approach defined by the prime contractor. It is characterized by strong technical content (e.g., discrete and distinct technical or programmatic scopes of work) and contributes to the successful achievement of DOE’s goals.
H.56 PARTNERING

In order to most effectively accomplish this contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based on trust, dedication to common goals, and an understanding and respect of each other’s expectations and values. The process creates a team building environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, an on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance. The U.S. Army Corp of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.
H.70 REGIONAL PURCHASING PROGRAM

- The Contract work scope will have an impact on the local economies, to include the Southern Ohio Four County (SOFC) area (which includes Pike, Jackson, Ross, and Scioto Counties) and the Western Kentucky (WK) area (defined to be McCracken, Ballard, Graves, and Marshall Counties in Kentucky, and Massac County in Illinois).

- For future subcontracting opportunities (including renewal of existing subcontracts), the Contractor shall review the scopes of work to determine how best to meet mission requirements, while taking the local economy and the local business communities into consideration. The following principles and practices are geared toward supplier development by helping build the capability, competency, and capacity of the local business communities to enable them to provide competitive goods and services to the Contractor and improve their ability to serve other customers locally, regionally, and nationally. These principles and practices will be implemented by incorporation into the acquisition policies and procedures (i.e. Acquisition Procedures), as appropriate.

- SOFC and WK purchasing preferences. The Contractor will maximize procurement opportunities for SOFC (defined as Pike, Jackson, Ross, and Scioto Counties) and WK (defined as McCracken, Ballard, Graves, and Marshall Counties in Kentucky, and Massac County in Illinois) businesses whenever possible.

- In accordance with its Small Business Subcontracting Plan, the Contractor shall give preference to SOFC and WK small businesses for competitive acquisitions by adding a 5% adjustment factor to the total evaluated price of those qualified suppliers whose businesses do not meet the definition of a SOFC or WK small business concern. This pricing preference will be flowed down via subcontract clauses in subcontracts and purchase orders with a value of $5 million or greater. Subcontractors and suppliers with such subcontracts and purchase orders will be required to report achievements on a semi-annual basis to their Contractor Procurement Specialist.

- Costs (direct or indirect) incurred by the Contractor in performing these activities are allowable and reimbursable, to the extent authorized under this Contract.
The DUF6 processing rate commitments proposed by the Contractor have been incorporated as contract performance requirements in the following table as they relate to the basic contract period and the option periods, if exercised.

These commitments are a part of the performance criteria for earning award fee as determined by the Performance Evaluation and Measurement Plan (PEMP).

<table>
<thead>
<tr>
<th>Performance Period</th>
<th>PORTS Annual Processing Rate by Year (Number of Cylinders)</th>
<th>PAD Annual Processing Rate by Year (Number of Cylinders)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Base Period</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1</td>
<td>(Offeror Fill-in)</td>
<td>(Offeror Fill-in)</td>
</tr>
<tr>
<td>Year 2</td>
<td>(Offeror Fill-in)</td>
<td>(Offeror Fill-in)</td>
</tr>
<tr>
<td>Year 3</td>
<td>(Offeror Fill-in)</td>
<td>(Offeror Fill-in)</td>
</tr>
<tr>
<td>Year 4</td>
<td>(Offeror Fill-in)</td>
<td>(Offeror Fill-in)</td>
</tr>
<tr>
<td>Year 5</td>
<td>(Offeror Fill-in)</td>
<td>(Offeror Fill-in)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>(Offeror Fill-in)</td>
<td>(Offeror Fill-in)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Option Period 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1</td>
<td>(Offeror Fill-in)</td>
<td>(Offeror Fill-in)</td>
</tr>
<tr>
<td>Year 2</td>
<td>(Offeror Fill-in)</td>
<td>(Offeror Fill-in)</td>
</tr>
<tr>
<td>Year 3</td>
<td>(Offeror Fill-in)</td>
<td>(Offeror Fill-in)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>(Offeror Fill-in)</td>
<td>(Offeror Fill-in)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Option Period 2</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year 1</td>
<td>(Offeror Fill-in)</td>
<td>(Offeror Fill-in)</td>
</tr>
<tr>
<td>Year 2</td>
<td>(Offeror Fill-in)</td>
<td>(Offeror Fill-in)</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>(Offeror Fill-in)</td>
<td>(Offeror Fill-in)</td>
</tr>
</tbody>
</table>
Virtual Site Tour

• Industry is encouraged to review the material provided in the virtual site tour.

• The site tour link will be posted to: https://www.emcbc.doe.gov/SEB/OSMS/

• You may submit questions about the tour to OSMS@emcbc.doe.gov. Questions and answers may be released to all parties via the procurement website.