Portsmouth Decontamination and Decommissioning (PORTS D&D) Draft RFP Pre-Solicitation Presentation SOL No. 89303321REM000092

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January 4, 2022
Purpose of Pre-Solicitation Presentation and Acquisition Process

PORTS Overview & History, Regulatory/Stakeholder Overview, Site Incumbent Contracts, Performance Work Statement (PWS)

Overview of Draft RFP Sections L & M

Draft RFP Section H, Contractor Human Resource Management (CHRM) Requirements

Overview of Other Draft RFP Sections

One-on-One Sessions: Schedule Separately

Virtual Site Tour: Video on PORTS D&D Procurement Website
Purpose of Pre-Solicitation Presentation and Acquisition Process
Logistics/Ground Rules

• Comments may be submitted to the procurement email address at PortsDD@emcbc.doe.gov for consideration by Department of Energy (DOE) 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:
  • Terms and conditions of specific importance;
  • Proposal instructions and evaluation criteria; and
  • Availability of reference documents.

• Continue engagement to obtain feedback that will be utilized to aid the DOE in developing the resulting Final RFP
Welcome to the Home Page for the Portsmouth Decontamination & Decommissioning (D&D) Procurement

The U.S. Department of Energy (DOE) Office of Environmental Management (EM) is seeking a contractor for the potential contract award for the completion of the Portsmouth Decontamination & Decommissioning (D&D) Procurement including demolition and disposal of all D&D facilities, process equipment, related process buildings, and other ancillary D&D facilities. The Portsmouth D&D Project also includes remediation of contaminated soils and groundwater.

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

Contracting Officer: Travis Marshall 513-265-1329

For questions, contact: PortD&D@emrb.doe.gov
Acquisition Process

• Interested parties should submit questions, comments, input for DOE consideration to the following email address: PortsDD@emcbc.doe.gov by February 3, 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.
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: PortsDD@emcbc.doe.gov

DOE will post Final RFP questions and answers, without attribution, to the procurement website at: https://www.emcbc.doe.gov/SEB/portsdd/
• DOE is envisioning a 45-day (calendar) proposal preparation period from the date the Final RFP is released.

• 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 270 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 562910, Environmental Remediation Services.
End State Contracting Model (ESCM)

- Concerted effort within EM to reinvigorate the nuclear waste cleanup completion mindset.

- ESCM employs a Two-Step Process:
  1. Competitive qualifications-based Single Award Indefinite Delivery/Indefinite Quantity (IDIQ) RFP
  2. Post-award negotiation of discrete scopes of work through effective partnering on a Task Order (TO) basis (Cost Reimbursement or Fixed Price)

- Provides EM the ability to partner with industry and stakeholders at this critical juncture of the Program to openly negotiate the right, risk-based Interim and Final End States to reach completion at many of our sites

- Developed with detailed consideration of industry feedback on the Draft and Final RFPs issued for the Hanford Central Plateau Cleanup Contract (CPCC), the Idaho Cleanup Project (ICP), SRS Integrated Mission Completion (SRS IMCC), Oak Ridge Reservation Cleanup Contract (ORRCC), and Hanford Integrated Tank Disposition Contract (ITDC)
ESCM Step 1 - Streamlined Source Selection

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<thead>
<tr>
<th>Technical Evaluation Factors (Descending order of importance)</th>
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<tr>
<td>1. Key Personnel</td>
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<td>2. Past Performance</td>
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<th>Cost/Price</th>
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<tr>
<td>• Contract Transition Task Order</td>
<td>1. Key Personnel</td>
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<td>• Key Personnel Costs (one year)</td>
<td>2. Past Performance</td>
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<td>• Fee/Profit (one year)</td>
<td>3. Management Approach (Contract Transition Approach, Management Approach, Small Business Participation, Inclusion of Improvements)</td>
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<td>• Fully burdened labor rates (excluding fee) for one year (multiplied by DOE-provided Direct Productive Labor Hours)</td>
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<th>Basis for Award</th>
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ESCM Step 2 - Post Award Task Orders

• Up to 10-year Ordering Period with Minimum Guarantee established
• During Implementation Period, negotiate TO 3 for near term scope(s) of work (not evaluated during pre-award)
• Partner with contractor to negotiate
  • More realistic, reliable pricing of higher fidelity scope
  • Appropriate incentive structure with balanced risk/reward
  • Improved contractor accountability
• “Off Ramp” - If cannot agree on reasonable prices and/or contractor performance is subpar, the contract can be ended with no termination liability after minimum ordering guarantee is satisfied.
Portsmouth (PORTS) Overview & History, Regulatory/Stakeholder Overview, Site Incumbent Contracts, Performance Work Statement (PWS)
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.
• 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.
1952-2001: Enrichment Operations

  - 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.


- May 2001 – USEC ceases enrichment activities at Piketon plant. The plant is placed into Cold Standby with the potential to restart, if needed.
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
Plume Remediation

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.

X-760 Chemical Engineering Building (~$12M)

X-701B groundwater plume source removal ($40.5M)

X-633 Recirculating Cooling Water Tower Complex removal (~$9.9M)

Repackaging & Disposition of excess uranium materials ($23.3M)

X-533 Electrical Switchyard (~$24M)
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)
Portsmouth Incumbent Prime Contractors

**Fluor-BWXT Portsmouth**
- Project management
- Facility modification
- Infrastructure optimization
- Decontamination/demolition
- Environmental remediation
- ~1,885 employees

**Portsmouth Mission Alliance, LLC**
- Infrastructure (facility and road operations, maintenance)
- Security (classification)
- Records management
- Property & fleet management
- Information technology
- ~160 employees

**Mid-America Conversion Services**
- DUF₆ plant construction
- DUF₆ plant operation
- Cylinder management
- ~470 employees (3 locations)

**Enterprise Technical Advisory Services**
- DOE support and oversight
- Project management
- Project control
- Regulatory support
- Technical support
- Strategy and planning
- 5-year contract; exp. March 2024
- ~140 employees (3 locations)
Portsmouth Future Prime Contractors

Portsmouth D&D Contractor
- Project management
- Decontamination/demolition
- Environmental remediation
- OSWDF Construction
- OSWDF Operations
- Waste disposition
- Environmental Monitoring

North Wind Dynamics
- Infrastructure (facility and road operations, maintenance)
- Security (Programmatic)
- Records management
- Property & fleet management
- Information technology

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

Enterprise Technical Advisory Services
- DOE support and oversight
- Project management
- Project control
- Regulatory support
- Technical support
- Strategy and planning
- 5-year contract; exp. March 2024
Portsmouth D&D Scope of Work

C.1 Contract Transition

C.2 Post-Retirement Medical Benefits and Pension Contribution

C.3 Cleanup
   C.3.1 Characterization
   C.3.2 Preparation for Demolition
   C.3.3 Demolition
   C.3.4 Environmental Remediation

C.4 CERCLA OSWDF Design and Construction
   C.4.1 OSWDF Design
   C.4.2 OSWDF Construction

C.5 Mission Support Activities
   C.5.1 Surveillance and Maintenance of Facilities
   C.5.2 Operate and Maintain D&D Facilities
   C.5.3 Waste Operations
   C.5.4 Portsmouth Environmental Monitoring and Reporting
   C.5.5 OSWDF Management, Waste Acceptance Criteria Attainment, and Operations

C.6 Core Functions
C.1 Contract Transition

- Transition Plan due 15 days after Notice To Proceed
- Transition Complete 120 days after Notice To Proceed
C.2 Post-Retirement Medical Benefits and Pension Contribution

Participate and fund the following benefit plans:

• East Tennessee Technology Park (ETTP) Multi-Employer Pension Plan (MEPP) for Grandfathered Employees

• ETTP Health & Welfare Benefits Plan (Active and Retired),

• United Steelworkers (USW) Career Pension Plan for Appendix A USW Represented Employees, and

• USW Career Health Reimbursement Account for Appendix A USW Represented Employees.

The requirements associated with this responsibility are set forth in the Section H clause entitled, Employee Compensation: Pay and Benefits. This scope is in a separate CLIN (at the Task Order level) and is not fee bearing.
C.3 Cleanup

Completion of the D&D and remediation of environmental media at PORTS in a safe, efficient, and compliant manner, in accordance with approved regulatory documents and DOE directive requirements.

- State of Ohio Consent Decree;
- Toxic Substances Control Act (TSCA) Federal Facilities Compliance Agreement;
- Resource Conservation and Recovery Act (RCRA) Part B Storage Permit;
- Director’s Final Findings and Orders:
  - OSWDF:
    - ROD
    - Comprehensive Remedial Design/Remedial Action Work Plan
  - D&D:
    - ROD;
- Deferred Unit Decision Document
C.3.1 Characterization

Complete characterization of assigned facilities/areas with approved documentation (e.g., data quality objectives [DQOs], sampling and analyses plans, quality assurance plan, and waste handling plan pursuant to the Ohio Consent Decree, D&D DFFO’s, and CERCLA requirements).
C.3.2 Preparation for Demolition

Preparation for demolition work includes (not limited to):

- Removal of legacy material;
- Isolation of utility systems;
- Decontamination or stabilization of surface contaminants;
- Non-destructive assay (NDA) measurements as necessary to meet Nuclear Criticality Safety (NCS) requirements;
- Disposition components that exceed OSWDF WAC criteria;
- Demolition Design Plan(s);
- Waste profiles
• Final gaseous diffusion process building to be deactivated and demolished

• Currently being used to support X-326 and X-333 D&D work
Order of Demolition

1. X-326 : 0.5 miles long; 30-acre roof; 2.6M sq. ft. of floor space
2. X-333 : 0.25 miles long; 33-acre roof; 2.8M sq. ft. of floor space
3. X-330 : 0.5 miles long; 33-acre roof; 2.8M sq. ft. of floor space
C.3.3 Demolition

Demolition of Facility/Building and Loading the Debris for Disposition in the OSWDF
C.3.4 Environmental Remediation

Scope includes consolidation of legacy landfills inside Perimeter Road and remediation of remaining groundwater plumes required to achieve a remedy of Monitored Natural Attenuation to maximize the area within Perimeter Road for reindustrialization, and remediated soil/water that meets regulatory requirements.

Soil is staged at the X-740 Groundwater Plume Excavation Project for backfill at the OSWDF.
Plume Excavation Example

X-740 Plume Excavation (Underway)
- First plume to be excavated in support of OSWDF waste placement
- Excavated volume: approximately 25,000 yds³
- Trichloroethylene (TCE) is the contaminant of concern

Area to be excavated: 4 acres
Complete construction of the OSWDF designed to consolidate debris and rubble from demolition activities.

Capacity: 5M Cubic Yards
Size: 100 Acres
C.4 OSWDF Design and Construction
Mission Support Activities

- Surveillance and Maintenance of Facilities
- Operate and Maintain D&D Facilities
- Waste Operations
- Portsmouth Environmental Monitoring and Reporting
- OSWDF Management, Waste Acceptance Criteria Attainment, and Operations
C.5.2 Operate and Maintain D&D Facilities

Scope includes safe, reliable, and compliant operation of facilities for the D&D project until no longer needed. Includes facility management, operation, and maintenance to minimize long-term risk and ensure reliable operation of essential systems and facilities.

Facilities and maintenance responsibilities detailed in Section J, Attachment J-7, Facilities/Areas Responsibility Matrix and Site Services.
C.5.2 Operate and Maintain D&D Facilities

D&D Contractor Facilities within yellow outline and with light blue fill (some exceptions apply), refer to Section J, Attachment J-7. Map included in documents library.
Operate and maintain the waste storage areas in X-330, X-345, X-705, X-741, X-744L, X-747A, and X-747L.

Legacy Waste Disposition (Section J, Attachment J-8.2, D&D Waste Inventory)
Compliant performance of required environmental monitoring and submittal of information for environmental monitoring reports.
Continuous, compliant, and cost-effective operation and maintenance of the PORTS OSWDF.

A grapple loads debris into an articulating dump truck for placement at a designated grid location in the OSWDF.

Demolition debris being dumped into the OSWDF.
C.6 Core Functions

Project Services scope includes but is not limited to the following:

• Project Support/Performance Reporting
• Health and Safety
• Radiation Protection
• Nuclear Safety
• Quality
• Environmental Protection
• Records Management
• Public Relations
• Legal Management
• Security, Cyber, IT
• Space Management
• Maintenance, Property, Training
• Reindustrialization
• Asset Recovery
• Emergency Management
• Technology Development
• Historic Preservation and Cultural Resource Management
• Analytical and Graphical Information System Services
• Waste Management
• Land Use Controls
• Natural Resource Damage Assessment
Overview of Draft RFP Sections
L and M (pre-award)
Source Selection Procedures

- The Vol. II technical evaluation will consider:
  1) Key Personnel (including Program Manager/D&D Manager Individual Oral Interviews);
  2) Past Performance; and
  3) Management Approach.

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

- The Vol. III cost and fee evaluation (Total Evaluated Price) will consider:
  1) Contract Transition Cost;
  2) Key Personnel Costs (one year);
  3) Proposed fee/profit (by Task Order type) for a one-year period; and
  4) Fully burdened labor rates (excluding fee) for one-year (multiplied by DOE-provided Direct Productive Labor Hours)

*Basis for Award: Vol. II Technical Evaluation Factors, when combined, are significantly more important than Vol. III Total Evaluated Price.*
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. (See Volume I instructions regarding any requirement for a performance guarantee agreement.)

**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 delivery requirements within the Master IDIQ 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 minimum 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 minimum qualifications are limited to one (1) page for each non-required key personnel position.

• **Key Personnel**
  Two required positions (Program Manager and D&D Manager) along with any additional key personnel positions proposed by the Offeror (limit of two additional). DOE’s evaluation of the Program Manager will be the most important aspect of the evaluation of key personnel.

• **Resume**
  Key personnel will be evaluated on the degree to which they are qualified and suitable for the proposed position in relation to the work for which they are proposed to perform and areas of responsibility.

• **Non-Required Key Personnel**
  The Offeror shall not propose named individuals to fill the non-required key personnel positions at this time, as non-required key personnel positions will be filled during the Contract Transition Task Order. The Offeror’s proposal shall provide minimum qualifications for each proposed non-required key personnel position, which will serve as minimum requirements for the respective position throughout the life of the contract.
Key Personnel Team

• The Offerors will be evaluated on the rationale for selecting the proposed non-required key personnel positions. DOE will evaluate the Offeror’s proposed minimum qualifications for the 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 whether the collective key personnel team make-up, considering both the Program Manager and Decontamination & Decommissioning Manager positions, as well as the non-required key personnel positions, demonstrates the appropriate mix of key personnel positions.
Individual Oral interviews separately with Program Manager and D&D 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:

• All key personnel shall be assigned full-time to their respective positions and their permanent duty station located on the Portsmouth GDP site. The Program Manager shall be employed by the Prime Contractor. All key personnel shall have an "L" 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.

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.

• **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.** 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 Master IDIQ PWS that each entity is proposed to perform.

**Scope:** Type of work (e.g., work as identified in the Master IDIQ PWS, including similar work of a 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-400M for evaluation purposes);

**Complexity:** Performance challenges (e.g., overcoming barriers for completion/closure-type projects to safely accelerate work scope, 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 (Contd).

- 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.

The evaluation of past performance for the Offeror and any Teaming Subcontractor(s) may be based on the past performance of its parent organization(s), member organizations in a joint venture, limited liability company, 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 that the common parent will utilize the expertise, best practices, lessons learned, or similar resources from the affiliate to affect the performance of the Offeror.

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.

Refer to Question 21 on the Attachment L-3 form requiring such details.
Management Approach (15 page limit).

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

- **Management Approach**: The Offeror shall fully describe its management approach to effectively negotiate, manage, implement, and execute multiple Task Orders for the Master IDIQ PWS; to interface and collaborate with other site contractors; and to meet the contract purpose and maintain sustained momentum and integration of concurrent deactivation, demolition, soils/ground water remediation, waste placement activities, and OSWDF cell construction to achieve completion of the PORTS D&D Project.
Management Approach (Contd).

- **Small Business Participation:** The Offeror shall describe its approach to meet or exceed the small business subcontracting requirement of 20 percent of the cumulative value of Task Orders (excluding the Contract Transition Task Order), 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.

- **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 throughout the ordering period.
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.

- Attachment L-6, Cost and Fee/Profit Elements Workbook
- Vol. III will be evaluated for cost realism and price reasonableness per FAR 15.404-1 and FAR 15.402(a). The evaluation will include:
  - a cost realism analysis of the Offeror’s proposed Contract Transition Task Order costs,
  - a price reasonableness analysis of the proposed fully burdened labor rates (excluding fee) for one year,
  - a price reasonableness analysis of the key personnel costs (one year), and
  - evaluation of proposed fee/profit

* The fee/profit percentages proposed for each Task Order type will be incorporated into the master IDIQ Section B (DOE-B-2015) and will be considered ceiling fee/profit percentages for the duration of the 10-year contract ordering period.
Foreign Ownership, Control, or Influence (FOCI)

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.
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
  1. to maintain continuity of operations and carry critical knowledge through the mission;
  2. to protect the interest of qualified incumbent employees 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:

- Contractor is required to provide equivalent base pay for the first year
- Contractor is required to sponsor and maintain qualified status:
  - Fluor BWXT Portsmouth, LLC USW Career Pension Plan for Appendix A USW Represented Employees
  - Fluor-BWXT Portsmouth, LLC USW Career Health Reimbursement Account (HRA) for Appendix A USW Represented Employees
  - East Tennessee Technology Park Pension Plan for Grandfathered Employees
  - East Tennessee Technology Park Health and Welfare Benefit Plan
  - East Tennessee Technology Park Retiree Medical Benefit Plan
  - East Tennessee Technology Park Severance Plan for Grandfathered Employees
- 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 – Contractor shall recognize service credit for Incumbent Employees transitioning over to the new contract to determine rates of accruing leave; accrued leave balances are carried over.

- 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, D&D Unit, effective 3/29/21 to 3/31/23
  - United Steelworkers, Local 689, PTU Unit, effective 8/21/17 to 8/21/22
  - Tri-State Building and Construction Trades Council, effective 9/17/18 to completion of the project

- *Per paragraph (b)*: Consistent with applicable labor laws and regulations, the Contractor shall recognize and bargain in good faith with the collective bargaining representative(s) of employees performing work that has previously been performed by represented employees and is covered by the scope of this Contract.

- *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 – Task Order Fee/Profit Ceiling

B.5 DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised)

(a) Task Order fee/profit ceilings will adhere to the following criteria.

(1) CPIF Task Orders. The maximum fee amount shall not exceed 15 percent of the target cost, and shall serve as the maximum fee ceiling. The target fee ceiling amount that can be negotiated is [Offeror Fill-In; not to exceed 10% of the target cost] percent of the target cost.

(2) CPAF Task Orders. The award fee ceiling amount that can be negotiated is [Offeror Fill-In; not to exceed 8% of the estimated cost] percent of the estimated cost. There is no base fee available under CPAF task orders.

(3) CPFF Task Orders. The fixed fee ceiling amount that can be negotiated is [Offeror Fill-In; not to exceed 5% of the estimated cost] percent of the estimated cost.

(4) Hybrid Task Orders. Task orders comprising multiple CLIN types shall apply the fee/profit ceiling(s) at the CLIN level.

(5) Firm Fixed Price Task Orders. The profit ceiling amount that can be negotiated, as specified as a percentage of the negotiated cost, is [Offeror Fill-In] percent.

(b) The fee (target, award, or fixed)/profit amount for each Task Order will be negotiated and established based on risk and complexity. The Contractor may propose a fee/profit amount it determines appropriate as long as the proposed amount adheres to the criteria above.

(c) The ceiling percentage(s) shall at no time exceed any statutory limitations imposed by 10 United States Code (U.S.C.) 2306(d), 41 U.S.C. 3905, and FAR 15.404-4(c)(4)(i).
H.51 TASK ORDERING PROCEDURE

• Specific task orders will be issued throughout the ten-year contract ordering period to implement various aspects of the master performance work statement. The CO will issue a Request for Task Order Proposal (RTP) in accordance with the Master IDIQ Contract Section H.51 Task Ordering Procedure, paragraph (c).

• The Contractor shall expediently provide the CO with the requested task order proposal(s) that are compliant with FAR Subpart 15.4, paragraph (f) of the H.51 clause (refers to Att. J-16 IDIQ Labor Rate Schedule), section B.5 Task Order Fee/Profit Ceiling, and also shall include separate small business subcontracting goals specific to each Task Order.
Draft Task Orders

Task Order 1 – Contract Transition

- Cost Task Order - No Fee
- 120 Day Duration
- Cost proposal for Task Order 1 will be submitted pre-award in response to the Final RFP and will be considered as part of the Source Selection Decision

Task Order 2 – Implementation Period

- Cost-Plus-Award-Fee Task Order
- Period of performance shall be for 180 days from the end of the Contract Transition Task Order
- Will be issued post-award, no proposal will be sought, instead the Task Order value will be based on funding burn rate
- This Draft Task Order will be included in the Procurement Website’s Documents Library for Offeror planning purposes

Task Order 3 – X-333 Demolition End States Task Order

- Cost-Plus-Incentive-Fee or Cost-Plus-Award-Fee Task Order
- Draft Task Order states it is a “completion” Task Order with an anticipated period of performance of 42 months, with the period immediately following the Implementation Period Task Order. The scope includes a number of end-state elements and is also inclusive of all sections of the Master IDIQ Contract with the exception of C.1 Contract Transition
- This Draft Task Order will be included in the Procurement Website’s Documents Library for Offeror planning purposes
- Task Order 3 will be negotiated during Task Order 2
H.52  SUBCONTRACTED WORK

The Contractor shall subcontract (in accordance with the definition at FAR Subpart 44.1) at least 20 percent of the cumulative value of Task Orders (excluding the Contract Transition Task Order) issued under this contract to small businesses. The Contractor’s subcontracted work shall be in compliance with the approved Section J, Attachment entitled “Master Small Business Subcontracting Plan” and the separate subcontracting goals submitted and approved at the Task Order level. Unless otherwise approved in advance by the CO, work to be performed by subcontractors selected after Contract and Task Order 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. Goals for the Task Orders shall be negotiated annually when revised funding levels are determined. The Master Small Business Subcontracting Plan shall include provisions for revising the goals or any other sections of the plan. Such revisions shall be in writing, approved by the Contracting Officer, and shall be specifically made a material part of the contract.
H.52  SUBCONTRACTED WORK  (Contd)

The separate subcontracting goals submitted at the Task Order level shall identify timely, discrete, and meaningful scopes of work that can be awarded to small business concerns. 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. It should have a performance-based outcome that directly contributes to the overall contract outcome(s).

The Contractor shall demonstrate effective subcontract management and administration, including but not limited to award of subcontracts as scheduled, inclusion of well-defined requirements, completion of any required subcontractor audits, and monitoring of subcontractor performance to ensure compliance with all applicable requirements including small business subcontracting plans, Buy American Act, and applicable labor statutes. Also, the Contractor shall respond to past performance inquiries for subcontractors upon request from DOE and other Federal agencies.
H.57 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 upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding 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, and 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 Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.
H.69 REGIONAL PURCHASING PROGRAM

• The Contract work scope will have an impact on the local economy, to include the Southern Ohio Four County (SOFC) area (which includes Pike, Jackson, Ross, and Scioto Counties).

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 community into consideration. The following principles and practices are geared toward supplier development by helping build the capability, competency, and capacity of the local business community 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 purchasing preference. The Contractor shall maximize procurement opportunities for SOFC (defined as Pike, Jackson, Ross, and Scioto Counties) businesses whenever possible.

• In accordance with its Small Business Subcontracting Plan, the Contractor shall give preference to SOFC 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 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 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.
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/portsdd/

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