



U.S. DEPARTMENT OF  
**ENERGY**

OFFICE OF  
**ENVIRONMENTAL  
MANAGEMENT**

# **West Valley Demonstration Project (WVDP) Phase 1B**

**Draft RFP Pre-Solicitation Presentation  
SOL No. 89303323REM000116**

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**Office of Environmental Management (EM)  
EM Consolidated Business Center**

**September 21, 2023**

# WVDP Phase 1B Pre-Solicitation Presentation

## **Purpose of Pre-Solicitation Presentation**

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

**Draft RFP Sections B and H (Task Order type and Task Order Procedures)**

**Section H, Contractor Human Resource Management (CHRM)  
Requirements**

**Draft RFP Sections L and M**

**One-on-One Sessions: Schedule Separately**

**Site Tour**

# Purpose of Pre-Solicitation Presentation

# 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 factors; and
  - 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
- 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.



## West Valley Demonstration Project (WVDP) Phase 1B Contract

[Summary](#) [News and Announcements](#) [Documents Library](#) [Request for Information](#)

The U.S. Department of Energy (DOE) is seeking a contractor for the continuation of Phase 1B Deactivation and Demolition (D&D) and Soil Remediation activities to be performed at the DOE West Valley Demonstration Project (WVDP) Site in western New York state. The major elements of scope include, but are not limited to: Removal of the below-grade portion of the Main Plant Process Building (MPPB), Vitrification Facility (VF), Ancillary Support Building, and the remediation of soils within Waste Management Area (WMA)-1; Removal of the Radioactive Waste Water Treatment System, including the lagoons, and remediation of the soils within WMA-2; maintenance of the Remote Handled Waste Facility (RHWF); operation and maintenance (O&M) of the of Reservoir, Spillway & Rail Line; management of the Permeable Treatment Wall (PTW); management of the High Level Waste Canister Interim Storage Facility; management of the Waste Tank Farm; management of the Nuclear Regulatory Commission (NRC) Licensed Disposal Area; Waste Management and handling of nuclear materials; Safeguards and Security (S&S); Environmental, Safety, Health, and Quality Assurance (ESH&QA) requirements and business administration; and day-to-day operations, maintenance, and repair of designated facilities, systems, and equipment.

### Contact

[WVDPPHase1B@emcbc.doe.gov](mailto:WVDPPHase1B@emcbc.doe.gov)

### Contracting Officer

LeAnn Brock

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### Page Last Updated

6/27/2023

### Bulk Download

[A single ZIP file containing all site documents can be downloaded here.](#)

# Acquisition Process

- Interested parties should submit questions, comments, input for DOE consideration to the following email address: [WVDPPPhase1B@emcbc.doe.gov](mailto:WVDPPPhase1B@emcbc.doe.gov) **by October 2, 2023.**
- 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 December 2023.
- Once the Final RFP is issued, interested parties should submit questions/comments to email address:  
[WVDPPPhase1B@emcbc.doe.gov](mailto:WVDPPPhase1B@emcbc.doe.gov)
- DOE will post Final RFP questions and answers, without attribution, to the procurement website at:  
<https://www.emcbc.doe.gov/SEB/WVDPPPhase1B/>

# Acquisition Process

- 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 II – Technical and Management Proposal.
  - 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
- 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), Hanford Integrated Tank Disposition Contract (ITDC), and Portsmouth Decontamination and Decommissioning (D&D)

# ESCM Step 1 - Streamlined Source Selection

	<b>ESCM Streamlined Source Selection:</b>
<b>Technical Evaluation Factors</b> (Descending order of importance)	<ol style="list-style-type: none"> <li>1. Key Personnel</li> <li>2. Past Performance</li> <li>3. Management Approach (Transition, Management Approach, Small Business Participation, Inclusion of Improvements)</li> </ol>
<b>Cost/Price</b>	<ul style="list-style-type: none"> <li>• Transition Task Order</li> <li>• Required Key Personnel Salaries (one year)</li> <li>• Fee/Profit (one year)</li> <li>• Fully burdened labor rates (excluding fee) for one year (multiplied by DOE-provided Direct Productive Labor Hours)</li> </ul>
<b>Basis for Award</b>	The Technical Evaluation Factors, when combined, are significantly more important than the Total Evaluated Price
<b>Transition Period (TO 1)</b>	120 Days
<b>Implementation Period (TO 2)</b>	180 Days

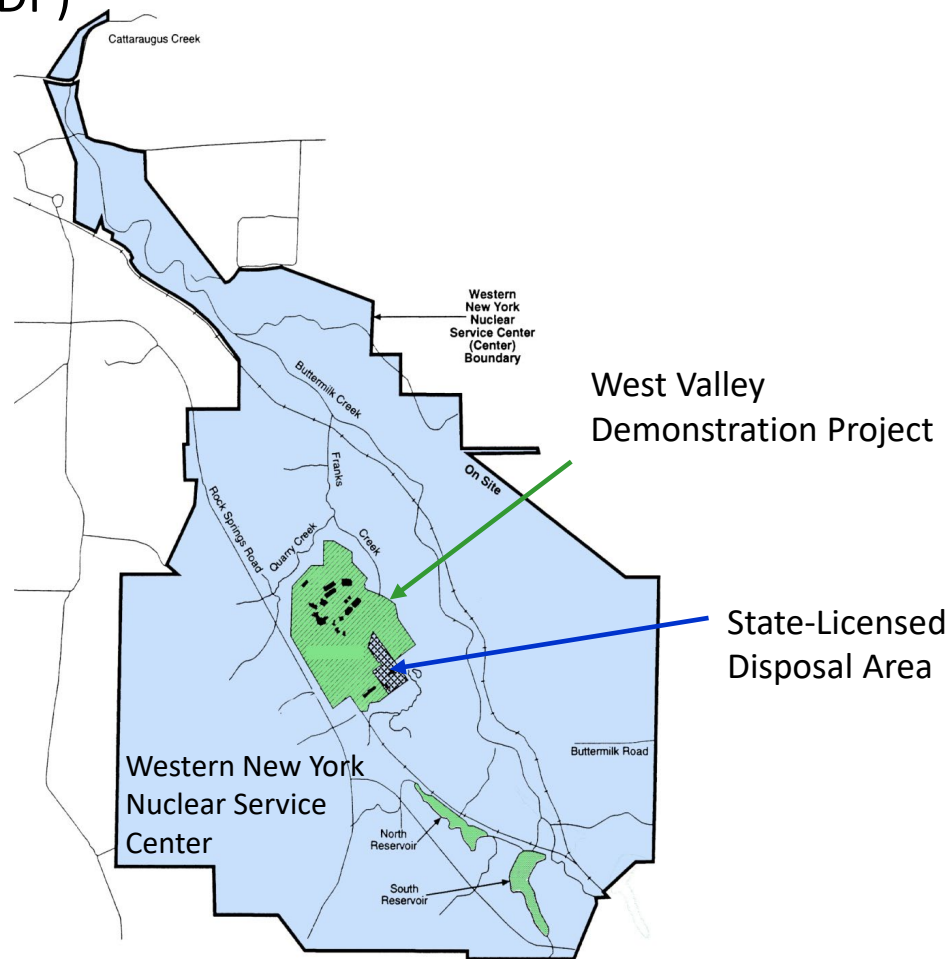
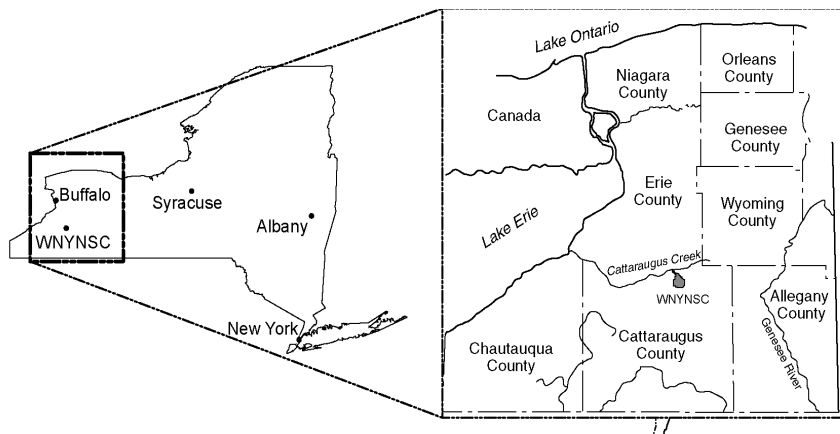
# ESCM Step 2 - Post Award Task Orders

- Up to 10-year Ordering Period with Minimum Guarantee established
- During Implementation Period, negotiate subsequent Task Orders 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, contract can be ended with no termination liability after minimum ordering guarantee is satisfied.

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



Western New York Nuclear Service Center (WNYNSC)  
West Valley Demonstration Project (WVDP)  
West Valley, NY



# Brief Site History

## Reprocessing 1966-1972



## Waste Disposal 1963-1975

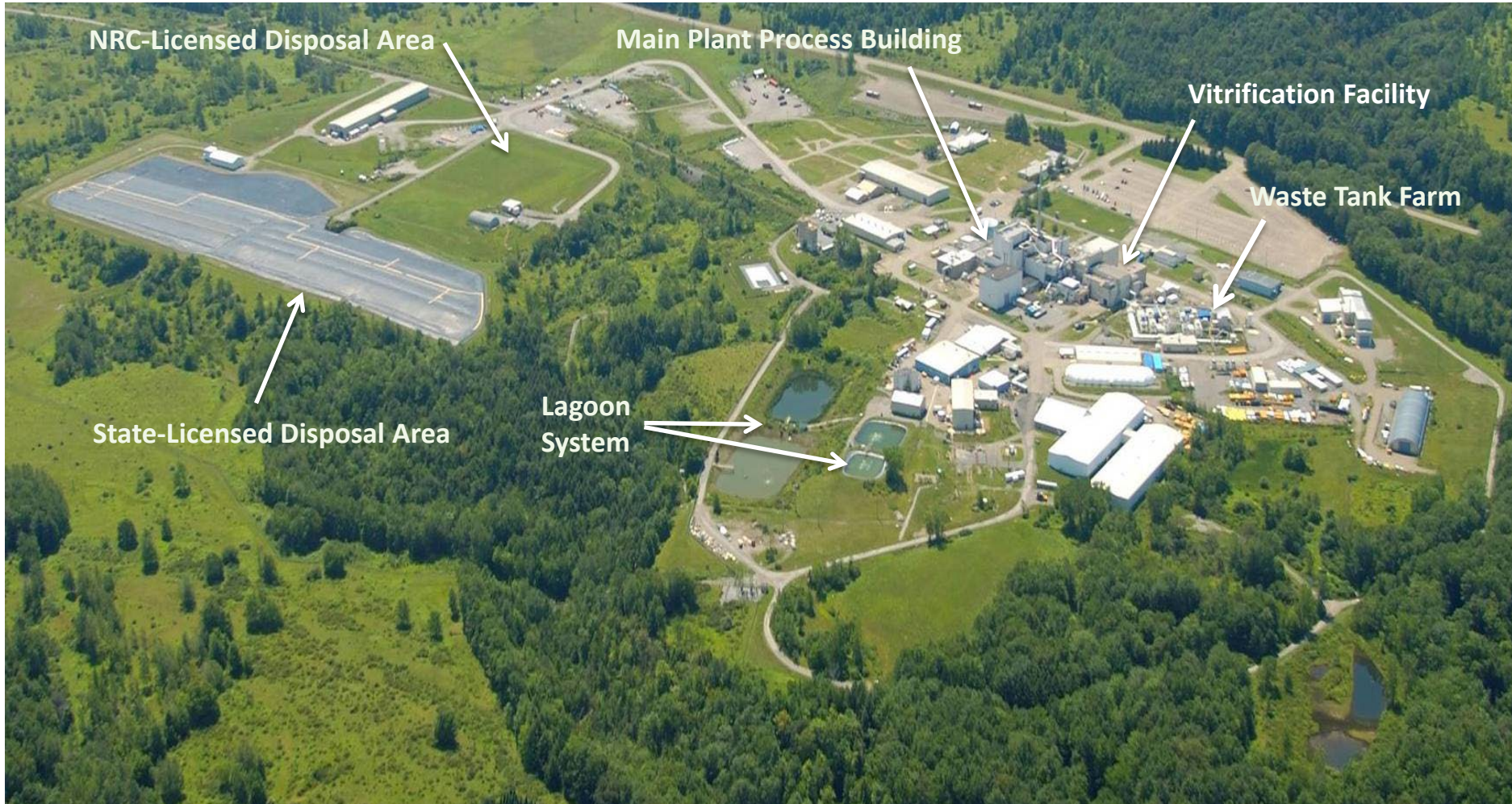


- **680 tons of spent fuel were reprocessed at West Valley (60% from Hanford N-Reactor)**
- **2.5 million cubic feet of radioactive waste were disposed at the site**
- **This first-of-its-kind facility experienced operational challenges**
  - ✓ Worker radiation doses were higher than expected
  - ✓ Releases of radiation to the environment were higher than expected
  - ✓ Profits were lower than expected - Equipment breakdowns were common-place

# West Valley Demonstration Project (WVDP)

- 1966-1975: Nuclear Fuel Services, Inc. (NFS) operates nuclear fuel reprocessing and waste treatment, storage, and disposal facilities
- 1980: WVDP Act Signed by President Carter (Public Law 96-368)
- 1982: U.S. Department of Energy (DOE) assumed site control to execute the WVDP Act
  - New York State Energy Research and Development Agency (NYSERDA) retains site ownership
- Major Site Facilities:
  - Former NFS reprocessing facility (Main Plant Process Building)
  - DOE WVDP Vitrification Facility,
  - Waste Tank Farm,
  - Liquid Low-level Waste Treatment Facility (lagoon system)
  - NRC-licensed Disposal Area (NDA)
  - North Plateau Groundwater Plume

# General Site Layout





The West Valley Demonstration Project (WVDP) mission was under Public Law 96-368:

- |                                                                                                                                                                                                                                |                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|
| <ol style="list-style-type: none"> <li>1. Solidify the high-level radioactive waste at the center;             <ul style="list-style-type: none"> <li>• 99.7% of the curies in the tanks were vitrified</li> </ul> </li> </ol> | <p><b><i>Completed</i></b></p>                           |
| <ol style="list-style-type: none"> <li>2. Develop containers suitable for permanent disposal of the waste;</li> </ol>                                                                                                          | <p><b><i>Completed</i></b></p>                           |
| <ol style="list-style-type: none"> <li>3. Transport the solidified waste to a federal repository for permanent disposal;</li> </ol>                                                                                            | <p><b><i>Pending<br/>Disposition<br/>Pathway</i></b></p> |
| <ol style="list-style-type: none"> <li>4. Dispose of low-level radioactive waste (LLW) and transuranic (TRU) waste; and</li> </ol>                                                                                             | <p><b><i>In Progress</i></b></p>                         |
| <ol style="list-style-type: none"> <li>5. Decontaminate and decommission the underground high-level waste tanks, facilities and any material and hardware used in connection with the project.</li> </ol>                      | <p><b><i>In Progress</i></b></p>                         |

# WVDP Decommissioning Phased Decision Making

In 2010, DOE published the Final Environmental Impact Statement and Record of Decision (ROD) for Decommissioning and/or Long-Term Stewardship at the West Valley Demonstration Project (WVDP) and the Western New York Nuclear Service Center (WNYNSC)

- Phased Decisionmaking ROD
- Phase 1 Decommissioning Plan

- Final Decommissioning ROD
- Phase 2 Decommissioning Plan

## Phase 1 Decommissioning

### Phase 1 Facility Disposition

- Relocate 278 HLW Canisters to new dry cask storage facility
- Demolish Vitrification Facility (VF) and Main Plant Process Building (MPPB)
- Remove ancillary facilities
- Ship legacy Low Level Waste

### Phase 1 Soil Remediation

- Remove Below Grade Portion of MPPB (including source area of plume) and of VF
- Remove Lagoons and Liquid Waste Treatment Facility
- Remediate all WMA 1 & 2 Soil
- Ship Legacy GTCC-like Waste
- Remove Remote Handled Waste Facility and remaining ancillary facilities

## Phase 2 Decommissioning

### Phase 2 Decisions

- Closure decision for Waste Tank Farm
- Closure decisions for NRC-licensed Disposal Area and State-licensed Disposal Area
- Decommissioning of Western New York Nuclear Service Center

# WVDP Phase 1B Scope of Work

- C.1 Contract Transition
- C.2 Core Functions
- C.3 Safeguards and Security
- C.4 Site Operations, Maintenance, and Utilities
- C.5 Permeable Treatment Wall Management
- C.6 U.S. NRC Licensed Disposal Area
- C.7 Legacy Waste Disposition
- C.8 Waste Tank Farm Disposition (see picture)
- C.9 Facility Disposition
  - C.9.1 Main Plant Process Building and Vitrification Facility (WMA 1) Below Grade Demolition
  - C.9.2 Balance of Site Facilities Decommissioning
  - C.9.3 WMA 2 Facility Demolition and Soil Removal
- C.10 Phase 2 Activities



## C.1 Contract Transition

- Transition Plan due 15 days after Notice To Proceed
- Transition Complete 120 days after Notice To Proceed

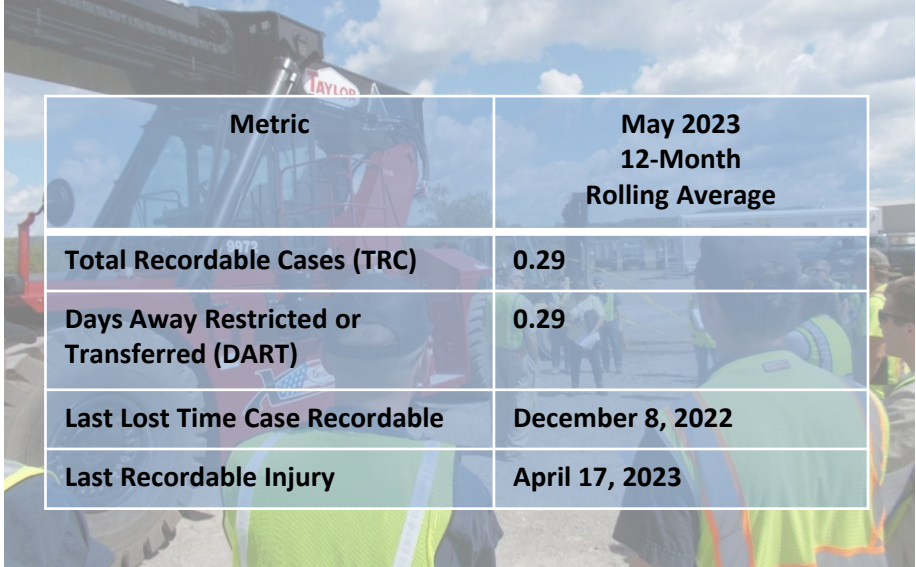


**WVDP Reprocessing Building Demolition 2022-23**

## C.2 Core Functions

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

- Integrated Safety Management System
- Environment, Safety, Health, and Quality Assurance
- Emergency Management and Fire Protection; Continuity Program
- Radiation Safety; Nuclear Safety; Criticality Safety
- Engineering
- Program Support Performance Requirements
- Public Affairs and Communications
- Real Property Management
- Personal Property
- Records
- Communications and Information Management
- Administration of Pension and Benefit Plans
- Other Project Support
- DOE Support



Metric	May 2023 12-Month Rolling Average
Total Recordable Cases (TRC)	0.29
Days Away Restricted or Transferred (DART)	0.29
Last Lost Time Case Recordable	December 8, 2022
Last Recordable Injury	April 17, 2023

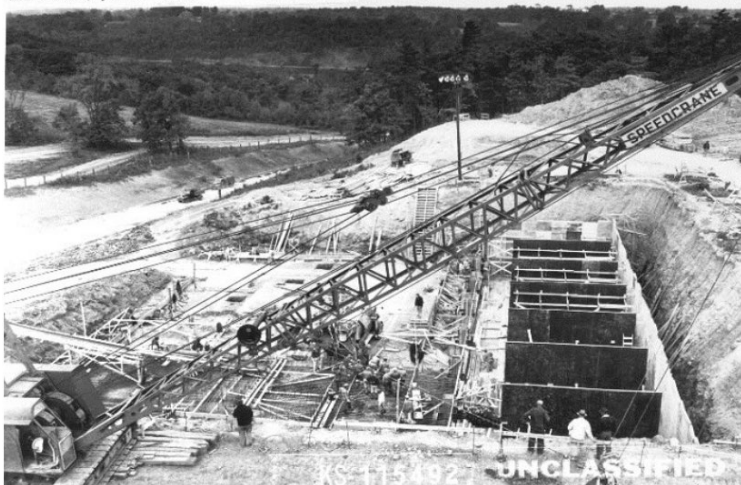
## C.2.15 Administration of Pension and Benefit Plans

The Contractor shall become a sponsor of the existing pension and other benefit plans (or comparable successor plans), including other PRB plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of Employee Retirement Income Security Act of 1974 (ERISA), and the Internal Revenue Code (IRC). The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.

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 and is not fee bearing.

- Support to DOE Office
- Radiological Assistance Program
- Dosimetry and Radiobioassay Programs at the DOE EMCBC – New York Project Office
- Occupational Medicine and Health Support
- Support to Other DOE Contractors
- Taxes and Insurance

Looking North at H Building and Tank Farm  
from G2 Roof (September 24, 1948)



This 1948 photo shows construction of tank vaults at the former Separations Process Research Unit.



A view of the restored site of the former Building H2 at the former Separations Process Research Unit.

## C.3 Safeguards and Security

Contractor shall administer the S&S Program in accordance with the DOE directives, site-specific S&S Security Plans, and procedures approved by the EM Officially Designated Federal Security Authority.

- Program Planning
- Program Management Operations
- Protective Force Operations
- Physical Protection
- Insider Threat Program
- Information Security and Classification
- Controlled Unclassified Information
- Personnel Security
- Foreign Visits and Assignments





Contractor shall perform day-to-day operations, maintenance, and repair of all designated facilities, systems, and equipment including, but not limited to, responding to service calls, emergencies, day-to-day systems operation, preventive maintenance, and minor alterations to site operations or conditions. The operational and surplus facilities to be maintained in a safe and compliant configuration are listed in Exhibit C-1, Facility Description and Status.

- Roads and Grounds Services
- Janitorial Services
- Site Utility Services
- Reservoir, Spillway, and Rail Line Operations and Maintenance
- Site Fire Fighting System Operations and Maintenance
- Low Level Radiological Waste Treatment System Operations and Maintenance
- Vitrified Tank Waste Canister Storage Operations and Maintenance
- Construction and Demolition Debris Landfill
- Remote Handled Waste Facility, Lag Storage Addition 3 and 4, and TRU Waste storage Facilities Operations and Maintenance
- Waste Tank Farm Operations and Maintenance
- Modifications/Replacements/Reconfiguration

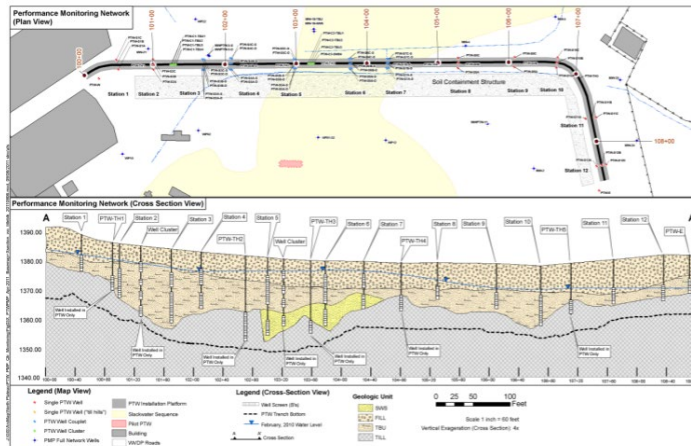


# C.5 Permeable Treatment Wall (PTW) Management

The PTW is an 850-foot long, 3-foot-wide, and 19 to 30-foot-deep subsurface trench filled with the natural zeolite (clinoptilolite) that passively removes Sr-90 by ion exchange from the North Plateau Groundwater Plume.

Contractor shall continue the safe and regulatory compliant operation, management, monitoring, and maintenance of the PTW and the associated Smart Ditch in accordance with:

- WVDP-512 - North Plateau PTW Performance Monitoring Plan;
- WVDP-516 - North Plateau PTW Protection and Best Management Plan; and
- WVDP-520 - North Plateau PTW S-09 Storm Water Discharge Outfall and Parshall Flume Lagoon 3 Embankment Operations and Maintenance Plan.



Contractor shall monitor, maintain and operate the facilities at the NDA, including erosion controls, surface-water routing features, and the groundwater monitoring well network in a safe and regulatory compliant manner.

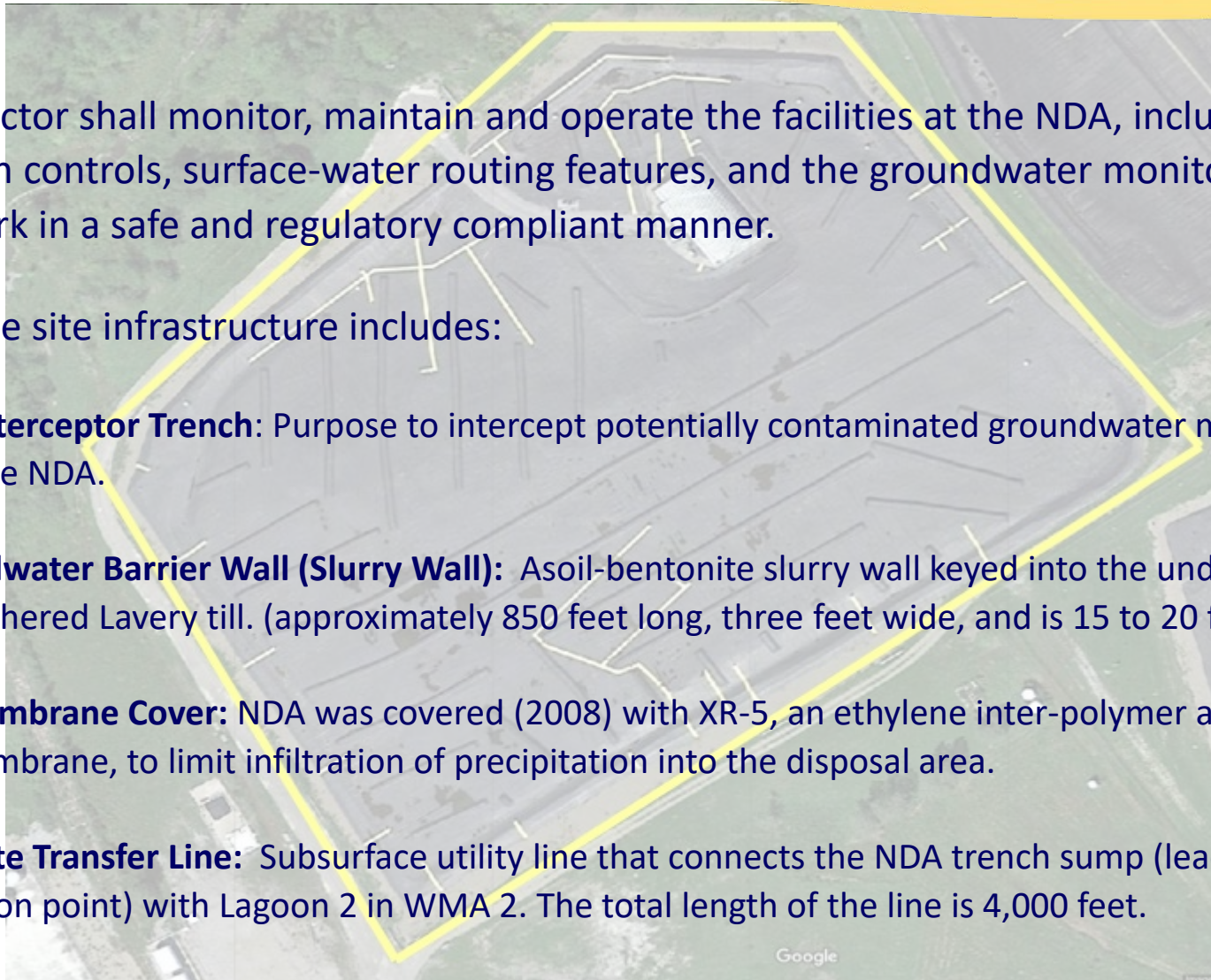
Notable site infrastructure includes:

**NDA Interceptor Trench:** Purpose to intercept potentially contaminated groundwater migrating from the NDA.

**Groundwater Barrier Wall (Slurry Wall):** A soil-bentonite slurry wall keyed into the underlying unweathered Lavery till. (approximately 850 feet long, three feet wide, and is 15 to 20 feet deep)

**Geomembrane Cover:** NDA was covered (2008) with XR-5, an ethylene inter-polymer alloy geomembrane, to limit infiltration of precipitation into the disposal area.

**Leachate Transfer Line:** Subsurface utility line that connects the NDA trench sump (leachate collection point) with Lagoon 2 in WMA 2. The total length of the line is 4,000 feet.



## C.7 Legacy Waste Disposition

The desired end state includes the identification of a pathway for disposal for GTCC-like waste (or WVDP TRU waste), and the safe, cost-effective and efficient characterization, processing, packaging, transportation and disposal of all remaining legacy waste.

Contractor shall manage, characterize, store, process, package, transport, and dispose of all remaining legacy waste. The Contractor shall assist DOE in evaluating obtaining disposal-site alternatives (e.g., cost/benefit analyses, NEPA documentation), especially for TRU, MTRU, GTCC and WVDP TRU waste.

The Contractor shall ensure operation of storage and treatment areas or facilities, and comply with all permits, orders, and regulatory requirements.



## C.8 Waste Tank Farm Disposition

The desired outcome is the safe and regulatory compliant removal and offsite disposal of the following components:

- HLW mobilization pumps
- Transfer pumps
- Suction pumps from Tanks 8D-1 and 8D-2
- Liquid and sludge/solids in Tank 8D-4
- Tank superstructures
- HLW transfer lines, waste header lines, condensate header lines from the High Level Waste Transfer Trench



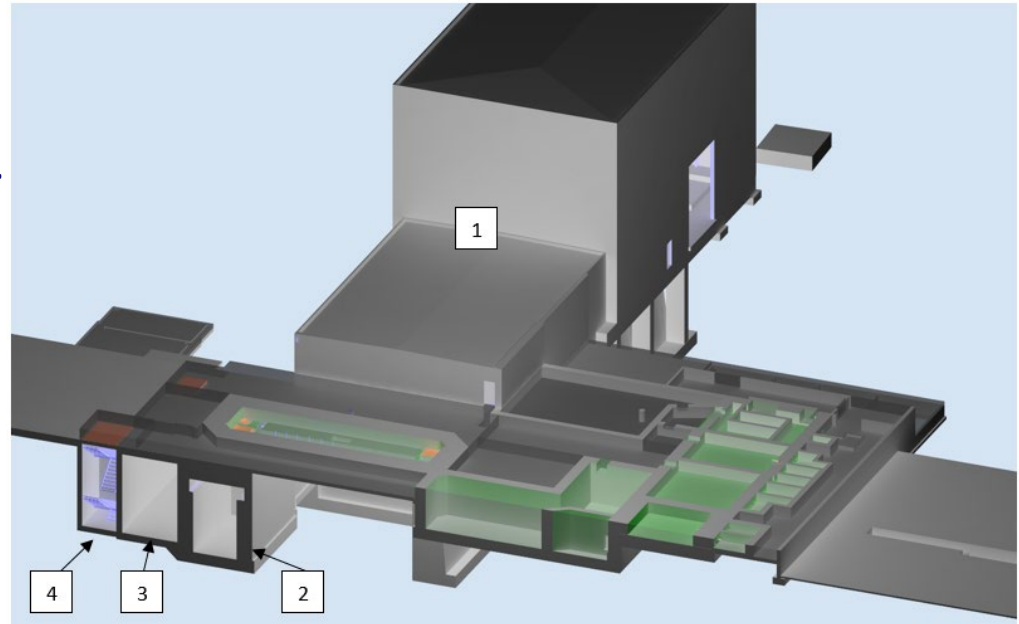
## C.9 Facility Disposition

The desired outcome is the safe and regulatory compliant completion of the D&D activities described in the Phase 1 DP, including the demolition of the MPPB.

- The Phase 1 DP organized near-grade to subgrade facility demolition and soil excavation into geographical areas, referred to as Waste Management Areas (WMA).
- Contractor shall complete any deactivation, decontamination, and decommissioning required for the safe demolition of the remaining portions of the MPPB, VF, and associated ancillary facilities (WMA-1), the Low-Level Waste Treatment Facility (wastewater-treatment and Lagoon system, WMA-2), and Balance of Site Facilities (various WMAs).
- The Contractor shall prepare demolition plan(s) and excavation plan(s) that describe methods to accomplish the removal, packaging, characterization, transport, and offsite disposal of the WMA-specific waste streams.
- Remedial completions are documented via MARSSIM-based Final Status Surveys and closure reports.

# WVDP Phase 1B Scope Waste Management Area (WMA) -1

- Main Plant Process Building:
  - Demolition and removal of the below grade portion of the Main Plant Process Building, Vitrification Facility, Ancillary Support Buildings, and the deactivation, demolition and removal of the Fuel Receiving and Storage Facility (FRS) and associated waste storage areas;
  - Waste characterization, processing, packaging, transportation and disposal;
  - Final status survey and closure.

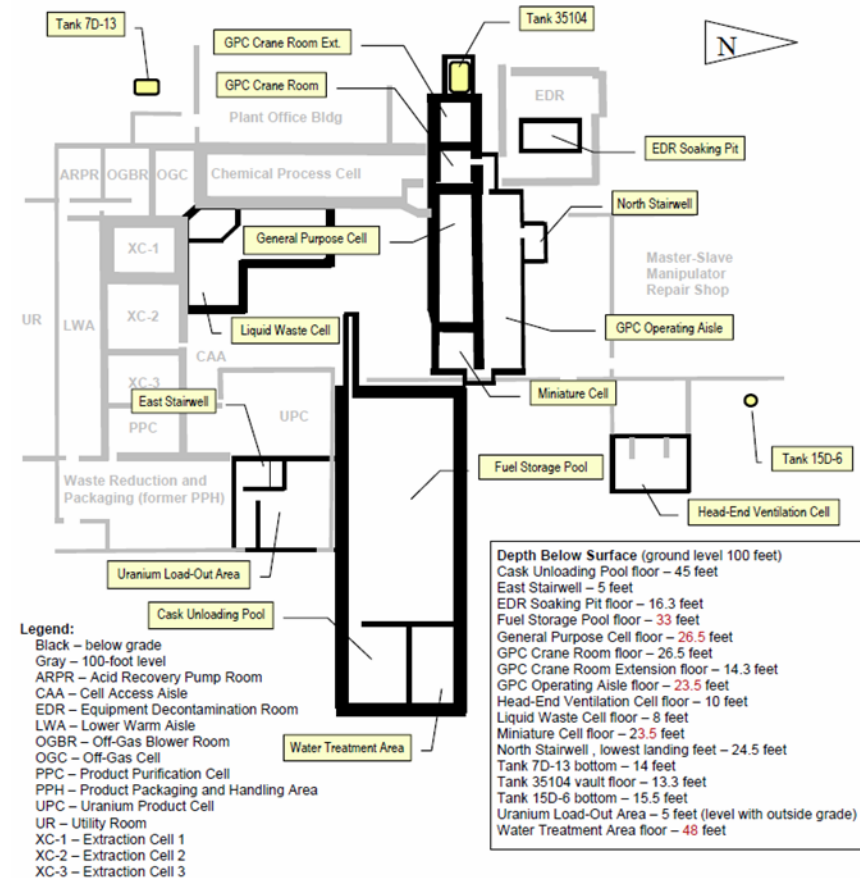


1. Fuel Receiving and Storage Facility (FRS)
2. General Purpose Cell (GPC)
3. General Operating Aisle (GOA)
4. Lower portion of North Stairwell

# WVDP Phase 1B Scope Below Grade MPPB Soils & Structures

## WMA 1 - MPPB Below-Grade Structures:

- Demolition of below-grade cells and structures includes the removal of the three underground tanks (within the MPPB), underground piping, and contaminated soil excavation associated with the source area of the north plateau groundwater plume.
- All remaining concrete floor slabs and foundations in the area, including those outside of the excavation.



Layout of Process Building Underground Structures



# WVDP Phase 1B Scope WMA-2

## Low-Level Radiological Waste Treatment System Operations, Deactivation and Removal; and Waste Management Area (WMA) -2 Soil Removal and Remediation

- Operate the treatment system until no longer required.
- Remove the waste water lagoons (5) and liquid waste treatment (LLW2) facility when no longer needed.
- The excavation will extend at least two feet into the Lavery till.
- Examples of structures to be removed include: Neutralization Pit, the Old Interceptor, and the New Interceptors.



# C.10 Phase 2 Activities



# 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 not to exceed 10%** of the target cost.
  - (2) *CPAF Task Orders*. **Not to exceed 8%** of the estimated cost, no base fee available.
  - (3) *CPFF Task Orders*. **Not to exceed 5%** 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.

# Section H – Task Ordering Procedure

- 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.48 clause (refers to Att. J-10 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.

# Contractor Human Resource Management (CHRM) Requirements

## CHRM Overview

## 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 Contractor shall provide, during the transition period and throughout the period of performance, **preference in hiring to eligible employees for non-managerial position vacancies**, in accordance with any applicable collective bargaining agreement, any applicable site seniority lists and in specific order of priority as required 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 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.
- Contractor is required to provide a total package of benefits comparable to those provided by CHBWV.
- Incumbent employees shall remain in their existing pension plans or comparable successor plans if continuation of existing plans is not practicable.
- Requirement does flow down to subcontractors who employ Incumbent Employees.

## 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 Annual Salaries – Contractor shall submit within 20 days of TO-1 effective date 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

- Examples of these transition deliverables include: (from TO-1 effective date)
  - Workforce Transition Plan – draft due within 15 days /final within 30 days
  - Benefits Transition Plan – draft due within 20 days/final draft within 30 days/  
Final within 45 days
  - Contractor Employee Compensation Plan – within 45 days
- 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:**
  - International Association of Machinists and Aerospace Workers, Lodge 2401 (Operations/Maintenance Unit and Technician Unit)
  - South Western New York Building Trades Council
  - Recently negotiated and approved (September 2023).
- *Per paragraph(b):* Consistent with applicable labor laws and regulations, the Contractor agrees to **initially consult** with the union regarding the initial terms and conditions of employment and to **recognize the union** as the collective bargaining representative for individuals performing work that has historically and traditionally been performed by workers represented by the union 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 WVDP site.

## 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.**

# Section H – Subcontracted Work

## H.49 SUBCONTRACTED WORK

The Contractor shall subcontract (in accordance with the definition at FAR Subpart 44.1) **at least twenty five (25) percent of the cumulative value of Task Orders (excluding the Transition Task Order as well as expenses under any other Task Orders pertaining to Post-Retirement Medical Benefits, Long-Term Disability, and Pension Contribution) issued under this contract to small businesses.**

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).**

# Section H – Partnering

## H.54 PARTNERING

- Common vision with supporting goals and objectives and expectations of doing business together in a manner that brings the best value to the Government.
- Partnering between DOE and the Contractor shall be conducted in a manner similar to the DOD Integrated Product and Process Development (IPPD) framework.
- The IPPD technique simultaneously integrates all essential activities to facilitate meeting cost and performance objectives.

# Section H – Performance Guarantee Agreement

## H.21 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 the Performance Guarantee Agreement incorporated in the Contract in Section J, Attachment J-7. **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.



**Break**

# Overview of Draft RFP Sections L and M (pre-award)

## L.2 System for Award Management - Continuous Registration Requirement

The Offeror shall be registered in the System for Award Management (SAM) website at [www.SAM.gov](http://www.SAM.gov), in full compliance with the requirements of the provision at FAR 52.204-7, System for Award Management, when submitting an offer or quotation and shall continue to be registered until time of award; an Offeror that fails to comply with this solicitation requirement may be considered unacceptable for award.

### L.11(c) Submission of proposals.

- (1) The Offeror must be registered in FedConnect at <https://www.fedconnect.net>. Pursuant to FAR 52.204-7, *System for Award Management*, **the Offeror must also be registered in the System for Award Management at <https://www.sam.gov> when submitting a proposal and shall continue to be registered until time of award, during performance, and through final payment on any task orders issued under the resulting contract.**

NOTE:

- HELP feature on SAM.gov.
- Additional entity validation resources can be found here: [GSAFSD Tier 0 Knowledge Base - Validating your Entity](#).

### L.12 (h) Facility Clearance verification (Vol. I Responsibility Determination)

- If any member of the Offeror 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 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, 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
- 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.

# Source Selection Procedures

- The Vol. II technical evaluation will consider:
  - 1) Key Personnel (including Oral Problem Scenario, Program Manager/D&D Manager Individual Oral Interviews, and rationale for the selection of the proposed non-required key personnel positions);
  - 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) Transition Cost;
  - 2) Required 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

*Basis for Award: Vol. II Technical Evaluation Factors, when combined, are significantly more important than Vol. III Total Evaluated Price.*

## Section L.11 (a) - Definitions.

- (1) **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.
- (2) **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.

# Vol II – Factor 1, Key Personnel

## Key Personnel

- The Key Personnel section shall not exceed 5 pages, exclusive of resumes (4 pages) and letters of commitment. The key personnel resumes are limited to four pages for each resume.

## **Key Personnel**

Two (2) required positions of Program Manager and Decontamination & Decommissioning Manager.

Up to two (2) non-required key personnel which will be incorporated into the Master IDIQ Contract through the clause at DOE-H-2070, Key Personnel

## **Resume**

The individuals proposed as 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.

This includes leadership and other accomplishments, with emphasis on project and completion type work.

# Vol II – Factor 1, Key Personnel

## Key Personnel Team

- The offerors will be evaluated on the rationale for the selection of the proposed non-required key personnel positions and why the collective key personnel team make-up demonstrates the appropriate mix of key personnel positions and skills.



# Vol II – Factor 1, Key Personnel

- **Oral Problem Scenarios**

The problem-solving scenarios will include a technical and/or managerial problem or challenge, representative of the activities to be performed under the contract.

-Demonstrate leadership, teamwork, communications, knowledge of the Master IDIQ PWS, quality of the technical and managerial solution(s) to the problems, and problem-solving capabilities.

- **Individual Oral interviews separately with Program Manager and D&D Manager**

Program Manager and Decontamination & Decommissioning

DOE intends to conduct interviews with Offeror's proposed required key personnel **utilizing virtual procedures.**

# Section H – Special Contract Requirements (Key Personnel)

## Section H Clauses:

### H.41 DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)

#### Key Personnel Team Requirements:

The Program Manager and any key personnel who manage and/or routinely make decisions on behalf of the Security Force (both armed and un-armed officers) shall be cleared to the “**L**” level and operate in accordance with DOE Order 470.4 and the *Security Executive Agent Directives*.

#### Reductions for Changes to Key Personnel:

- Program Manager—**\$1,000,000** for each and every such occurrence. 3 years
- Other than Program Manager —**reduced by up to \$500,000** for each and every such occurrence. 3 years

# Vol II – Factor 2, Past Performance

## Past Performance.

- The Past Performance section of the proposal shall be limited to the:
  - 1) Attachment L-3, Past Performance Reference Information Forms (limited to seven (7) pages for each reference contract)
  - 2) Attachment L-5, List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions
  - 3) Attachment L-9, List of DOE Contracts
  - 4) Past Performance Consent Statement(s)
  
- 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.**

# Vol II – Factor 2, Past Performance

- Past Performance.

- (1) **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);
- (2) **size** – dollar value (approximate average annual value in relation to the proposed work; annual contract value of approximately \$100M for evaluation purposes); and
- (3) **complexity** – specifically addressing performance challenges a) deactivation, demolition, and soil removal at nuclear facilities, b) waste disposition (including TRU waste), c) work performance improvements, d) management of large complex contracts in highly regulated industries, and e) successful partnerships with the Government, Client, and Regulators. The higher the degree of relevance of the work, the greater the consideration that may be given.

# Vol II – Factor 2, Past Performance

## Past Performance (Contd).

- The Government may consider past performance information from sources other than those provided by the Offeror, such as commercial and government clients, government records, regulatory agencies, and government databases such as the Government's Contractor Performance Assessment Reporting System (CPARS) and award fee determinations. The Government may contact any or all of the references provided by the Offeror and will consider such information obtained in its evaluation. 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. Scope, size, and complexity determinations will be made solely based on the relationship of past work to current requirements, without any preference or benefit given based on the entity for which the work was performed.

# Vol II – Factor 2, Past Performance

- 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.**

# Vol II – Factor 2, Past 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/Teaming Subcontractor.
- past performance information on predecessor companies that existed prior to any mergers or acquisitions, **where the Offeror’s proposal demonstrates such performance reasonably can be predictive of the Offeror’s/Teaming Subcontractor’s performance.**
- *Refer to Question 21 on the Attachment L-3 form requiring such details.*

# Vol II – Factor 3, Management Approach

## Management Approach (20 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 in Section C.1.1, 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 simultaneously performed Task Orders for the Master IDIQ PWS and to partner with DOE and the Regulators to achieve desired End States. Further, the Offeror shall provide its strategy that describes how it will effectively and efficiently manage and achieve below grade demolition of the main plant structures (Section C.9.1); and its strategy to address final disposition of the site TRU waste inventory.



# Vol II – Factor 3, Management Approach

## Management Approach (Contd)

- Small Business Participation: The Offeror shall describe its approach to meet or exceed the small business subcontracting requirement of 25% of the cumulative value of Task Orders, including subcontracting of meaningful work scope. Note: Evaluation of this item is separate and distinct from the Master Small Business Subcontracting Plan which is only considered as part of the Volume I responsibility determination. This information shall not contradict the Offeror's Master Small Business Subcontracting Plan included in Volume
- Inclusion of Improvements to Work Processes, Procedures, and Technologies: The Offeror shall describe its approach to meet the contract purpose and objective to include improvements to work processes, procedures, and technologies in the performance of the PWS throughout the ordering period. The Offeror need not demonstrate the viability of individual improvements, but rather must describe its approach to meet the requirement over the entirety of the ordering period.

# Vol III Cost and Fee

- 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, and
    - a price reasonableness analysis of the required key personnel costs (one year)
    - 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.

# Section J Attachments

Attachment Number	Title of Attachment	Revision Number
J-1	Acronyms	
J-2	Requirements Sources and Implementing Documents	
J-3	Government Furnished Services/Items	
J-4	Contract Deliverables	
J-5	Wage Determinations – Service Contract Labor Standards (formerly known as the Service Contract Act [SCA]) and Construction Wage Rate Requirements (formerly known as the Davis Bacon Act [DBA])	
J-6	Master Small Business Subcontracting Plan (to be inserted at the time of contract award)	
J-7	Performance Guarantee Agreement (to be inserted at the time of contract award)	
J-8	Contractor’s Community Commitment Plan (to be inserted at the time of contract award)	
J-9	Performance Evaluation and Measurement Plan (to be inserted after contract award)	
J-10	IDIQ Labor Rate Schedule (to be inserted at the time of contract award)	
J-11	Task Order Tracking Matrix	
J-12	Contract Security Classification Specification (to be inserted after contract award)	

# Draft Task Orders

## Task Order 1 – 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-Fixed-Fee Task Order
- Task Order period of performance shall be for 180 days, from the end of the 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

## Subsequent Task Orders – TBD

# Site Tour

- One-on-One Sessions: September 20, 21 and 22, 2023, Afternoon.
- Site Tour: Friday, September 22, 2023, 7:30AM Registration
- Tour ~ 8:30 am ET to 11:00 am ET

# Thank you