



U.S. DEPARTMENT OF
ENERGY

OFFICE OF
**ENVIRONMENTAL
MANAGEMENT**

Idaho Cleanup Project (ICP) Core DRAFT Request For Proposals Pre-Solicitation Conference DE-SOL-0007097

Lori Sehlhorst

Contracting Officer

Jim Malmo

Assistant Manager for Waste Disposition

Office of Environmental Management (EM)
EM Consolidated Business Center and Idaho Operations Office

October 6, 2014

Opening Remarks

*Jack Zimmerman, Deputy Manager for the
Idaho Cleanup Project*

- **Introduction**
- **Background/Overview**
 - Regulatory Environment
 - EM Acquisition History
 - Idaho Clean-up Project (ICP)
 - Advanced Mixed Waste Treatment Project (AMWTP)
- **Acquisition Specifics**
 - Overview of the Acquisition Process
 - Overview of the draft Request For Proposal (RFP) Sections C, B, L and M

Logistics/Ground Rules

- No audio or video recording is permitted.
- DOE will attempt to answer all questions during the pre-solicitation conference today, time permitting; however, questions may also be reserved for your one-on-one session and/or may be submitted in writing to the following email address: ICPCORE@emcbc.doe.gov.
- Briefing slides and attendee list will be posted on the website.
- The written terms and conditions of the final RFP, once released, will govern over any information presented today. Information provided today is at a summary level and subject to change.

Idaho National Laboratory Location



Source Selection Information Subject to
Procurement Integrity Act

Idaho Settlement Agreement

- All TRU waste removed from Idaho by 2018
- All spent fuel placed in dry storage by 2023
- Remove all spent fuel from Idaho by 2035
- Treat and have all high-level waste road-ready to remove from Idaho by 2035

RCRA Site Treatment Plan

- Provides framework for mixed waste management at INL Site including Calcine

CERCLA Federal Facility Agreement/Consent Order

- Governs environmental restoration activities
- Complete exhumation by 2023
- Primary focus for ICP Core is Sub-surface Disposal Area (SDA), tank farm capping, TAN Groundwater treatment, and maintain previous remedies

Major ID Settlement Agreement Milestones

Major Milestone	Associated Date	Remarks
Transfer of all Naval Nuclear Propulsion Program (NNPP) SNF to Naval Reactor Facility (NRF)	2018 – transfer complete	
All SNF in Dry Storage	2023	-Experimental Breeder Reactor II and Advanced Test Reactor fuels are currently in wet storage
Settlement Agreement for TRU Waste out of the state of Idaho	2018	- CH & RH TRU characterized, packaged, and shipped out to WIPP (remove all 65,000 cubic meters of TRU waste)
INTEC Tank Farm Facility Closure Project	2017 - Closure 2017 – Interim Cap	-4 tanks remaining -Closure under RCRA, Cap construction under CERCLA
Buried Waste CERCLA ROD (5.69 total acres)	2023 – Complete exhumation 2028 – Complete final SDA Cap	-Any waste exhumed prior to 12/31/2017 must be out of Idaho by 12/31/2018; any waste exhumed after 12/31/2017 must be out of Idaho within one year of exhumation -Estimate 1.9 acres remaining to be exhumed by 2023

ICP

- CH2M Washington Group Idaho, LLC
- Approx. \$3B, CPIF Contract
- Major Scope
 - Tank Farm closure (11 of 15 high-level waste tanks closed)
 - Design, construct, and operate the Sodium-Bearing Waste (SBW) Treatment Facility
 - Treat remaining 900K gallons of liquid tank waste (SBW)
 - Retrieve and ship targeted waste from SDA
 - Nuclear facility D&D (e.g. world's largest hot cell and test reactors)
 - Ship EM RH-TRU to WIPP
 - Transfer EM Spent Nuclear Fuel (SNF) from wet to dry storage
 - Return Naval SNF to Naval Reactors Facility

AMWTP

- Idaho Treatment Group, LLC
- Approx. \$462M, CPAF Contract
- Major Scope
 - Disposition 17,000 cubic meters of TRU and M/LLW waste
 - Characterize, certify, package, and transport legacy stored TRU and M/LLW waste out of Idaho

Acquisition Specifics

Acquisition Process

- Draft RFP is currently anticipated to be issued in October, 2014
 - Industry is encouraged to comment on the Draft RFP; including the draft Sections B, C, L and M posted 10/1/14.
 - Interested parties should submit questions/comments in writing for DOE consideration to email address: ICPCORE@emcbc.doe.gov
 - DOE may consider some or all comments received in response to the Draft RFP to prepare the Final RFP.
 - DOE is not required to officially respond to any verbal or written questions or comments pertaining to the Draft RFP after the pre-solicitation conference.
- The Final RFP is currently anticipated to be issued in December, 2014.
 - Once the Final RFP is issued, interested parties should submit questions/comments in writing to email address: ICPCORE@emcbc.doe.gov
 - DOE will provide official responses which will be posted to the procurement website at: <https://www.emcbc.doe.gov/SEB/ICPCORE/index.php>

Environmental Management Consolidated Business Center | Cincinnati, Ohio



U.S. DEPARTMENT OF
ENERGY

EM Consolidated Business Center

Office Of Environmental Management
safety ❖ performance ❖ cleanup ❖ closure

Idaho Cleanup Project (ICP) Core

[Home](#) | **NEW** [News and Announcements](#) | **NEW** [Site Tour/Conference](#) | **NEW** [Documents Library](#) |
NEW [Draft RFP](#) | [Final RFP](#) | [Questions and Answers](#) | [Requesting Sensitive Data](#) |
[EMCBC](#)

WELCOME TO THE HOME PAGE
FOR
Idaho Cleanup Project (ICP) Core Procurement

The U.S. Department of Energy is seeking a contractor to safely accomplish as much of the remaining DOE Office of EM's cleanup mission at the Idaho Site as possible within available funding while meeting regulatory and legal requirements. The contract will apply performance-based contracting approaches and techniques. The Idaho Clean Project Core Contract (ICP-Core) will require the Contractor to perform all work specified in the contract and to determine the specific methods of accomplishing the work. In the performance of this contract, the Contractor shall support and implement actions to achieve the Department's environmental clean-up goals. Contract-specific actions will be established, incentivized, monitored, evaluated, and verified in accordance with the terms and conditions of this contract.

Acquisition Process

- After the final RFP is released DOE will conduct a Pre-proposal Conference and Site Tour (anticipating Jan. 2015).
- Industry will have approximately 60 calendar days from the date the final RFP is released to prepare and submit their proposal to DOE .
- The proposal shall consist of three physically separate volumes:
 - Volume I – Offer and Other Documents
 - Volume II – Technical and Management Proposal
 - Volume III – Cost and Fee Proposal
- Minimum Proposal Acceptance Period will be 360 days after due date for receipt of proposals.
- Government intends to award a contract without discussions; see Section L Provision, L.13 *Award Without Discussions With Offerors*.

ICP Core Major Scope includes:

- Contract Transition
- EM Facilities Infrastructure (INTEC and RWMC)
- CERCLA Environmental Remediation
- Waste Management
- INTEC Liquid Waste Facility Closure
- Spent Nuclear Fuel (SNF)
- Program Management and Support Functions

Contract Transition

- 90 calendar day transition period
- Transition Plan is required within 14 days of Notice to Proceed
- Interface Agreements will need to be established with other DOE INL contractors and subcontractors
 - For Mandatory and Optional Services
 - Determine roles and responsibilities for how business will be conducted between contractors
 - Establish MOUs with outside organizations (NRC, BLM, etc.)
 - Assume responsibility and transfer of applicable permits
- We expect the ICP Core contractor to ensure continuity of operations during the transition period.

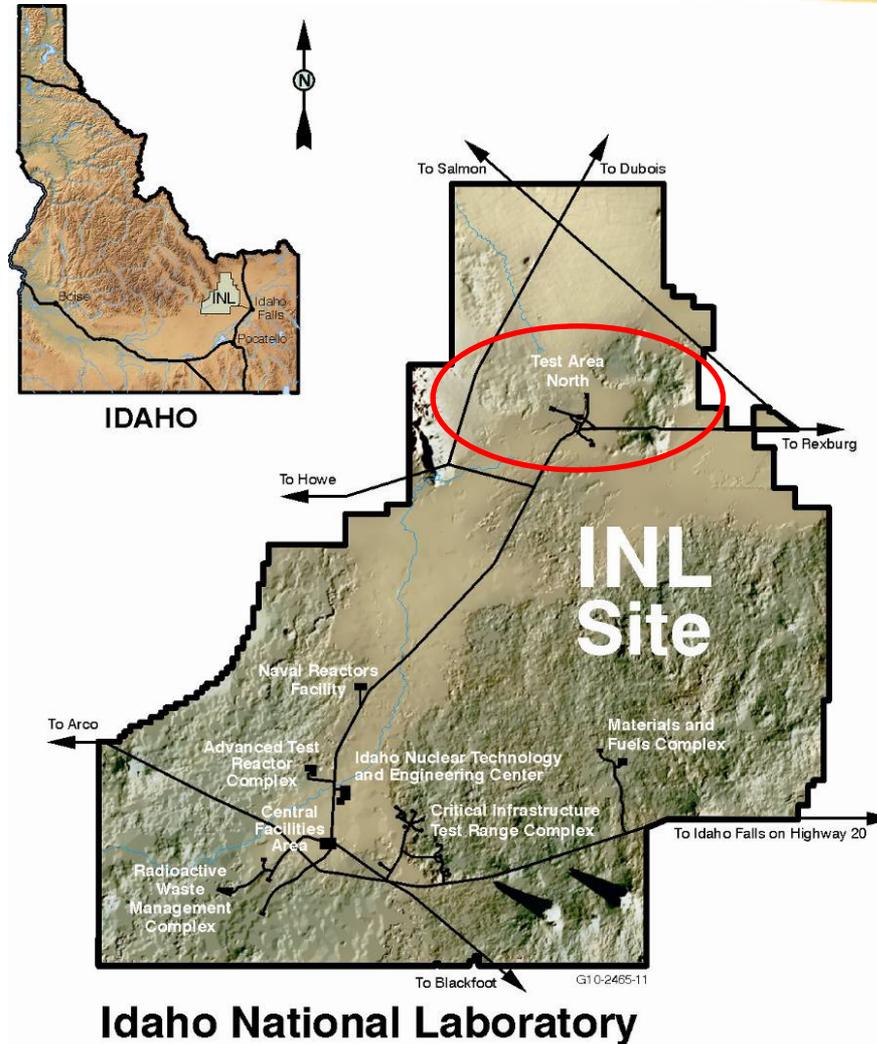
EM Facilities Infrastructure (INTEC and RWMC)

- The Contractor shall operate and maintain the EM-owned buildings and structures, utility systems, custodial services at RWMC and INTEC, and electrical power distribution within these facilities.
- RWMC Infrastructure will include the integration of AMWTP and SDA operations
- INTEC Infrastructure will require upgrades to Emergency Communication, Utility Control Systems, and Electrical Distribution

CERCLA Environmental Remediation

- The Contractor shall implement the Records of Decision and perform the necessary clean-up activities for all Waste Areas Groups 1-10 except 8 & 9
- Includes INTEC Interim Tank Farm Cap and design of the RWMC SDA Cap
- Operate and Maintain the Idaho CERCLA Disposal facility through September 30, 2016
- Additional ground water monitoring wells at CFA and TAN may be required and are included as priced options

TAN Ground water



Test Area North



TAN Groundwater – Pump and Treat Facility



New Pump and Treat Facility

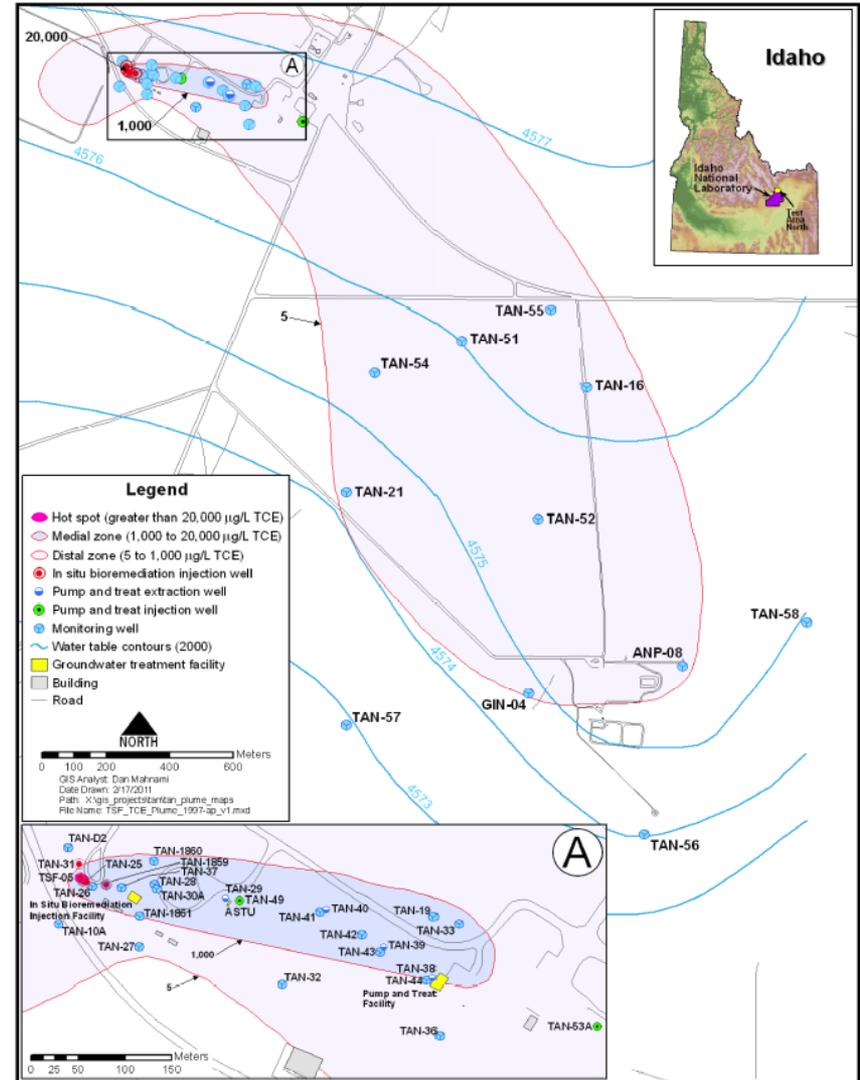


Figure 1. Map of zones in the trichloroethene plume at Test Area North in 1997.

Waste Management

- The Contractor shall manage all: hazardous, M/LLW (including primary M/LLW from AMWTP), CH-TRU and RH-TRU waste, and exhumed CH-TRU waste.
- CH-TRU includes retrieved, stored, & exhumed waste for characterization, certification, treatment, storage and movement, and packaging and transportation to meet the ISA commitment of 12/31/2018, except exhumed waste which has it's own CERCLA milestones
- RH-TRU (Lots 1-9) includes retrieved & stored waste for characterization, certification, treatment, storage and movement, packaging and transportation (treatment to be completed by 9/30/2016 and shipped by 12/31/2018).
- RH-TRU (Lots 11&12) – cost, technical, and schedule estimate for all of the inventory in both Lots. Looking for innovative approaches and magnitude of the financial commitment. (complete estimates by 11/30/2016)
- RH Waste Option Work (Lot 11, Priced Option) - if funding available, 12 months of treatment of RH-M/LLW will help DOE understand the magnitude of treating the entire inventory. (approx. GFY '17)
- Contractor shall process up to 100 cubic meters of TRU waste from other DOE sites as directed by the CO in accordance with the INL Site Treatment Plan.

Waste Management *(cont.)*

- Navy's Pieces Parts and Fines (102 Cans, Lot 10) includes retrieval of waste from CPP-666 for characterization, certification, treatment, storage and movement, and packaging and transport back to Naval Reactor Facility (approx. GFY '17 thru GFY '20)
- Waste Generator Services will be responsible for Hazardous and M/LLW disposal for all activities associated with the ICP Core contract, and other on-site contractors as requested
- Legacy Excess Radioactive/Hazardous Materials (Priced Option) – if funding is available, the Contractor will treat and dispose of the Sodium Components Maintenance Shop backlog, and provide a recommended disposal path and cost estimate to dispose of the depleted Uranium pucks generated by EBR-II Spent Nuclear Fuel processing blanket
- RCRA Closure of AMWTP (Priced Option) – if funding is available and no future mission for AMWTP, the Contractor will perform RCRA Closure
- Additional CH-TRU Storage (Priced Option) – due to WIPP shut-down, additional storage may be required to allow waste processing to continue

INTEC Liquid Waste Facility Closure

- Idaho Waste Treatment Unit (IWTU) operations and turn over (Priced Option) – The Contractor will be required to perform three months of operations and maintenance of the IWTU facilities (the number of months will likely be adjusted prior to the final RFP release)
- Liquid Waste Facility Closure – Cleaning and grouting of the remaining 4 300,000 gallon tanks, including ancillary systems, in accordance with the RCRA Closure Plan.
 - RCRA Closure of Liquid Effluent Treatment and Disposal (LET&D) and the Process Equipment Waste Evaporator (PEWE) and New Waste Calcining Facility (NWCF) and IWTU
- MFC-766, Sodium Boiler Building and MFC-767, EBR-II Reactor Building scope

Spent Nuclear Fuel (SNF)

- DRR/FRR Fuel receipts – up to two shipments per year
- ATR Fuel receipts – 15 shipments per year, from ATR to CPP-666
- ATR wet to dry transfers – transfer 1,000 SNF elements from CPP-666 to CPP-603
- EBR-II wet to dry transfers - transfer 3,336 bottles to MFC for either treatment or storage in Radioactive Scrap & Waste Facility (RSWF).
- NRC Licensed SNF storage facilities – provide surveillance and monitoring, utilities, infrastructure support, and emergency management for NRC licensed facilities (Three Mile Island-II Independent Spent Fuel Storage Installation) in support of NRC contractor
- Navy Nuclear Propulsion Program – Retrieve and transfer approximately 35 shipments (GFY '16 through GFY '18)

Program Management and Support Functions

- Establish a number of program management, support and general infrastructure activities necessary to safely execute the Performance Work Statement requirements.

RFP Overview – Section C

	Mandatory Service provided by INL	ICP Pays INL	No Charge to ICP
1	Fire Department	X	
3	Emergency Management (now includes Fire Alarm, Emergency Dispatch and Warning Communications Center)	X	
4	Wireless Communications	X	
5	Power and Power Management	X	
6	Roads, Grounds, and Traffic Operations and Safety		X
7	Seismic Monitoring		X
8	Site wide Safeguards and Security		X
9	Secure Locksmith Services	X	
10	Cultural Resource Monitoring and Management	X	
11	Groundwater & Meteorological Monitoring		X
12	Light Vehicle, Heavy Truck and Construction Equipment Fleet Management		X
13	Property Accounting	X	
17	Personnel Dosimetry Services	X	
18	Electronic Document Management System (EDMS) Support		X
19	Occupational Safety and Health Databases		X
*	Radiological Control Information Management Services (RCIMS)	X	

RFP Overview – Section B

CLIN	CLIN Description	Dollar Value		
		Target Cost	Target Fee (NTE 7%)	Max Fee (NTE 10%)
00001	Target ICP-Core DOE Mission Work (Base)			
00001	Target ICP-Core DOE Mission Work	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
	Priced Options*	Target Cost	Target Fee (NTE 7%)	Max Fee (NTE 10%)
00001a	Groundwater Monitoring Wells/CFA Landfill	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00001b	Groundwater Monitoring Wells/TAN Groundwater Remediation	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00001c	Legacy Excess Radioactive/Hazardous Materials	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00001d	RCRA Closure of AMWTP Facilities	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00001e	Additional Temporary Storage	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00001f	RH TRU Work	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00001g	IWTU Operations and Turnover	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00001 (Total)	Target ICP-Core DOE Mission Work + CLIN 00001 Options 1a-1g	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00002	Target ICP Core NNPP PPF Work	Target Cost	Target Fee (NTE 7%)	Max Fee (NTE 10%)
00002	NNPP PPF (RH-TRU LOT 10)	[Contractor Fill-In]	[Contractor Fill-In]	[Contractor Fill-In]
00003	Non-Target ICP Core NNPP SNF Work			
00003	NNPP SNF			
	Estimated Cost		[Contractor Fill-In]	
	Fixed Fee (NTE 7% of the total CLIN 00003 Estimated Cost)		[Contractor Fill-In]	
00004	Contract Transition Period			
	Estimated Transition Cost		[Contractor Fill-In]	
00005	Defined Benefit Pension Plan Costs		[\$70.9M]	

RFP Overview – Section B

- Section B Cost and Fee Model (MS Excel)

B.3 CLIN 00001 – COST INCENTIVE, SCHEDULE MILESTONES, ANNUAL MILESTONES AND PERFORMANCE INCENTIVES FEE ALLOCATIONS AND CALCULATIONS

(e) CLIN 00001 Schedule Milestones, Annual Milestones, Performance Incentives Acceptance Criteria and Definitions:

The following slides discuss each of the SMs, AMs and PIs Acceptance Criteria and Definitions per Section B.3 paragraph (e)...

SM-1 Complete the Final Design Document for the Subsurface Disposal Area (SDA) Cap (Section C.4.2.01) -

This SM will be achieved when the following are completed:

- A. DOE has received the Phase 3 90% pre-final design document for the cap for DOE submittal for regulatory review.
- B. Resolution of regulatory comments and submittal of revised design to DOE.
- C. Approval from the regulatory agencies and placement of the final design document in the CERCLA Administrative Record/Information Repository website.
- D. This fee will be paid after approval from the regulators.

Exclusions: None.

SM-2 Complete CH-TRU retrieval in TSA-RE (Section C.5.1.03) – This SM will be achieved when the Contractor completes the retrieval of all stored waste from the earthen covered berms and cargo containers located within the WMF-636 (TSA-RE).

Exclusions: RCRA closure of WMF-636.

SM-3 Complete Treatment for RH TRU Lots 1-9 (Section C.5.3.03) – This SM will be achieved upon the completion of the treatment for all RH-TRU in storage at INTEC which includes all waste remaining in Lots 1 through 9.

Exclusions: Navy Pieces, Parts and Fines waste inventory (PWS Exhibit C-14) (Refer to CLIN 00003).

RFP Overview – Section B

SM-4 Complete RCRA Closure of INTEC Tank Farm Facility (Section C.6.3.01) For the SM completion criteria, the Contractor shall clean and grout the remaining four 300,000 gallon tanks (Tanks WM-187, WM-188, WM-189, and WM-190; including the tank vaults, cooling coils, valve boxes, and ancillary piping) of the INTEC Tank Farm Facility in accordance with the RCRA Closure Plan (DOE/ID-11273 , Revision 4, “Idaho Hazardous Waste Management Act/Resource Conservation and Recovery Act Closure Plan for Idaho Nuclear Technology and Engineering Center Tanks WM-187, WM-188, WM-189, and WM-190, and all Remaining Tank Farm Facility Resource Conservation and Recovery Act Piping”, October 2012). The Contractor shall submit the Professional Engineer’s Certification to the state of Idaho by July 4, 2017 in accordance with the RCRA Closure Plan.

Exclusions: Closure INTEC Liquid Waste Management System – Process Equipment Waste Evaporator (PEWE) and Liquid Effluent Treatment and Disposal (LET&D) Systems (PWS C.6.3.01).

SM-5 Complete 3,336 EBR II Bottle Transfers/Placements (Section C.7.1.04) For this SM completion criteria, the Contractor shall operate within the RSWF and transfer 3,336 EBR II bottles from CPP-666 to MFC for treatment by the INL contractor or placement in storage at RSWF as determined by the INL contractor.

Exclusions: None.

SM-6 Complete Transfer of 1,000 ATR SNF elements (Section C.7.1.06)

For this SM completion criterion, the Contractor shall transfer 1,000 ATR SNF elements from CPP-666 to CPP-603 which includes all the necessary maintenance, repairs and modifications to CPP-603.

Exclusions: None.

RFP Overview – Section B

AM-1 – ISA CH-TRU (CH-TRU and M/LLW) Cubic Meters Certified/ Shipped out of the state of Idaho (C.5.0)

This AM will be achieved on an annual basis by certification/shipment of cubic meters of ISA CH-TRU (CH-TRU and M/LLW) waste out of the state of Idaho per year. The Contractor shall assume 13,000 cubic meters of waste to be certified and shipped by December 31, 2018 or until complete. This total amount shall be adjusted, including fee dollar calculations, as part of material differences to reflect the actual total amount of waste requiring processing at the contract effective date.

If an out of state repository is not available, the Contractor will be eligible to earn 80% of the available fee of ISA CH-TRU if waste is certified and ready to ship out of the state of Idaho per year. The remaining 20% is available to be earned when the ISA CH-TRU waste is shipped out of the state of Idaho in accordance with an established shipping schedule after the CH-TRU waste backlog has been shipped.

The Fee Rate per cubic meter will be determined by the annual volume of CH TRU cubic meters certified/shipped out of the State of Idaho. Initial quarterly provisional fee payments for this annual milestone will be based on the Fee Rate specified in Section B.3(d) for the lowest established volume until that volume is exceeded during the year at which time all units will receive the higher value. The final annual fee rate will be determined by the total annual acreage exhumed for each 12 month period beginning on the contract effective date. If the annual amount of cubic meters certified/shipped exceeds the maximum fee rate in the first two years and the entire volume identified in Section C.5.0 is certified/shipped by the ISA milestone date, the final year's fee for cubic meters certified/shipped will be earned at the Max Fee rate regardless of volume shipped.

Exclusions: ISA RH-TRU waste, exhumed CH-TRU waste, and all newly generated waste.

AM-2 – Acres of Exhumed SDA Waste (Section C.5.2.01)

This AM will be achieved on an annual basis by completing exhumation of buried waste per year. The Contractor shall assume that there is 1.9 acres to be exhumed. This total acreage amount shall be adjusted, including fee dollar calculations, as part of material differences to reflect the actual total amount of acreage remaining to be exhumed at the contract effective date.

Fee will be earned on the lowest annual rate per acre specified in Section B.3(d) until the next acreage milestone is accomplished. Initial quarterly provisional fee payments for this annual milestone will be based on the Fee Rate specified in Section B.3(d) for the lowest established volume until that volume is exceeded during the year at which time all units will receive the higher value. The final annual fee rate will be determined by the total annual acreage exhumed for each 12 month period beginning on the contract effective date. Once the contractor has met or exceeded an identified acreage milestone, then all exhumed acreage for that year will receive the higher value. If the annual amount of exhumation exceeds the maximum fee rate in the first four years and the entire acreage identified in Section C.5.2.01 is exhumed, the final year's exhumation fee will be earned at the Max Fee rate regardless of volume exhumed.

Exclusions: ISA CH and RH-TRU waste and all newly generated waste; any grids that require re-exhumation by the state of Idaho.

RFP Overview – Section B

AM-3 Disposition of Newly Generated MLLW/LLW – This AM will be achieved by disposing of all newly generated MLLW/LLW resulting from any/all site cleanup activities. To earn full annual fee, the contractor must dispose at least 80% of the available quantity in Contract Year One. Subsequent years require the contractor to dispose of at least 80% of the quantity available in the corresponding contract year plus the previous year's remaining amount (up to 20%). Fee is earned on an annual basis and only earned if the Contractor meets the 80% annual disposal requirement as explained above. Annual available fee is 20% of the milestone's total target amount.

Exclusions: Waste identified in AM-1, AM-2 and AM-4 is excluded from this AM.

AM-4 CH/RH-TRU Waste Certified Backlog (Sections C.5.1 and C.5.3) - When a waste repository is available, the Contractor shall be required to ship the CH/RH TRU certified waste in backlog. Due to the nature of this waste, it is necessary to ship it in a timely manner. Therefore, when a waste repository is available, the Contractor shall follow the established shipping schedule to ship this backlog out of the state. Fee will be provisionally earned at 80% of the target fee dollars on a per cubic meter basis for waste shipped until the final shipment of certified backlog is shipped out of the state of Idaho. The remaining 20% of the target fee dollars will be earned when the final shipment of certified backlog is shipped out of the state of Idaho.

Exclusions: M/LLW backlog and any CH/RH TRU waste backlog generated by the Contractor during the ICP Core contract period.

RFP Overview – Section B

PI-1 CH and RH-TRU Cubic Meters Certified/Shipped out of the state of Idaho (Sections C.5.1 and C.5.3) –

This PI will be earned if the Contractor completes all certifications and shipments of the ISA CH and RH TRU waste (this includes ISA TRU waste that assays as M/LLW after processing) out of the state of Idaho by December 31, 2018.

If an out of state repository is not available, the Contractor will be eligible to earn 80% of the available fee if all of ISA CH and RH-TRU waste is certified and ready to ship out of the state of Idaho by December 31, 2018. The remaining 20% is available when the ISA CH and RH-TRU waste is shipped out of the state of Idaho in accordance with an established shipping schedule after the CH/RH-TRU waste backlog has been shipped.

PI-2 – Complete exhumation of all buried waste and Phase I Report (Section C.5.2.01) –

This PI will be earned if the Contractor completes exhumation of all remaining buried waste per the Phase 1 RD/RA Work Plan for Operable Unit 7-13/14 by February 28, 2020, submit the Phase I report by August 31, 2020 and shipped out of the state of Idaho by the end of the contract period of performance or in compliance with the AI/OU 7-13-14 ROD, whichever comes first.

RFP Overview – Section B

PI-3 – Critical Failures –The Contractor must accomplish the work in a safe and efficient matter. Performance Incentive Fee may be withheld by the Government to the extent the Contractor’s performance is inadequate in, but not limited to, the following areas: (1) safety performance; (2) failure to meet regulatory or court-ordered milestones; (3) quality performance; (4) earned value performance; (5) critical financial system failure per the Section H Contractor Business System clause (6) CH and RH-TRU and M/LLW waste certification and shipping performance; (7) shipment of adequate quantities of buried waste exhumed from the Subsurface Disposal Area; (8) facility maintenance and other infrastructure obligations; (9) investment in reliability improvements and infrastructure; and (10) adequate transfers of Spent Nuclear Fuel. The Contracting Officer has discretion for the degree of the fee reduction up to the maximum fee amount for the Critical Failure Performance Incentive (PI-3) referenced in the ICP-Core CLIN 00001 CPIF Hybrid Fee Model per Section B.3 (d). Notwithstanding the reductions described in this PI-3, the reductions described in Section B.16 take precedence.

PI-4 – Key Personnel – This PI will be earned if all key personnel remain on the project through completion of the contract. Consideration will be given to events outside the control of the Contractor and/or the key person. Examples include, but are not limited to: Call to military duty, health, mutual agreement with DOE, etc.

B.4 CLIN 00002 – COST INCENTIVE AND SCHEDULE MILESTONE FEE ALLOCATIONS AND CALCULATIONS

(e) CLIN 00002 Schedule Milestone Acceptance Criteria and Definition:

SM-7 NNPP PPF (RH-TRU LOT 10) (Section C.5.4) – For this SM completion criteria, the Contractor shall treat and dispose of the Naval Nuclear Propulsion Program (NNPP) 102 cans (Lot 10).

Exclusions: RH-TRU Lots 1-9, 11 and 12.

B.6 CONTRACT PERFORMANCE CEILING

- (a) The Contract Performance Ceiling established at contract award is **[\$[Contractor Fill-in]]**, which is the target cost and maximum fee for CLIN 00001, the target cost and maximum fee for CLIN 00002, the estimated cost of CLIN 00003, and the estimated transition cost for CLIN 00004. The Contract Performance Ceiling may be adjusted for directed changes in accordance with FAR 52.243-2 Changes – Cost Reimbursement (AUG 1984) and/or requests for equitable adjustments (REA) under CLIN 00001, 00002, CLIN 00003 (exclusive of fee) and/or CLIN 00004.
- (b) If the Contract Performance Ceiling is exceeded, the Contractor shall pay all costs on a dollar-for-dollar cost share basis (0% Government/100% Contractor) up to the amount of fee earned in CLIN 00001 and CLIN 00002 (this fee calculation will be made in accordance with Section B.10). Once the Contract Performance Ceiling is exceeded, any available cost incentive fee under CLINs 00001 or 00002 will no longer be available to be earned by the Contractor. If available unearned fee still exists for any of the SMs, AMs, or PIs under CLINs 00001 or 00002 per Sections B.3 or B.4, the Contractor may still earn this fee. However, once the Cost Performance Ceiling is exceeded any future earned fee from the SMs, AMs, or PIs under CLINs 00001 or 00002 shall be applied to the Contractor's cost share responsibility for the cost overruns. Monthly reconciliations for the Contractor's cost overrun responsibility will be performed by DOE once the Contract Performance Ceiling is exceeded and the Contractor's cost overrun responsibility will be adjusted. After the Contractor has paid all of earned fee from CLIN 00001 and CLIN 00002, then the Government shall pay costs of continued work for cost overruns using a share ratio of 80%/20% (Government/Contractor). However if the Contract Performance Ceiling is exceeded by \$150M in allowable costs, then the Contractor shall pay all costs of continued work for cost overruns using a share ratio of 0%/100% (Government/Contractor).

B.9 FEE PAYMENTS

- (a) Provisional fee payments for the CLIN 00001 and 00002 cost incentives will be paid during the term of the contract on a quarterly basis as work progresses. Quarterly cost incentive fee payments will be paid by taking 80% of the cost incentive target fee and dividing it by the number of quarters in the period of performance. The remaining 20% of target fee will be withheld until the final fee determination is made in accordance with Section B.10.
- (b) Fee payments for the CLIN 00001 Annual Milestones will be paid during the term of the contract on a quarterly basis for AM-1, AM-2 and AM-4 and on annual basis for AM-3 as work progresses and as work is accepted by DOE in accordance with the Acceptance Criteria and Definitions within Section B.3 (e).
- (c) Fee payments for the CLIN 00001 and CLIN 00002 Schedule Milestones and the CLIN 00001 Performance Incentives will be paid upon completion and DOE acceptance as described in Section B.10 and in accordance with the Acceptance Criteria and Definitions within Sections B.3 (e) and B.4 (e).
- (d) Based on paragraph (a) above and an evaluation of the current CPI/SPI, if it is determined the Contractor will earn less than Target Fee for the cost incentive, the CO may adjust the provisional quarterly cost incentive fee payments downward proportionally, to a minimum of zero. If it is determined the Contractor will earn above Target Fee, the CO may adjust the provisional quarterly cost incentive fee payments upward proportionally, to the Maximum Cost Incentive Fee Amount x 0.80/number of quarters.

B.9 FEE PAYMENTS (con't)

- (e) Critical Failures (PI-3): This Performance Incentive is specific to CLIN 00001. Fee may be reduced by the Government to the extent the Contractor's performance is inadequate in the described areas per Section B.3(e)(xiii). The Contracting Officer has discretion for the degree of the fee reduction up to the maximum fee amount for the Critical Failures Performance Incentive (PI-3) referenced in the CLIN 00001 ICP-Core CPIF Hybrid Fee Model per Section B.3(d).
- (f) CLIN 00003 fee will be paid during the term of the contract on a quarterly basis as work progresses. Quarterly fee payments will be paid by taking the total amount of fee and dividing it by the number of quarters in the period of performance.
- (g) The remaining fee will be withheld until the final fee determination is made in accordance with Section B.10.
- (h) Termination. If this contract is terminated in its entirety, fee shall be payable to the Contractor consistent with the FAR clauses 52.249-6 "Termination-Cost Reimbursement" and 52.216-10 "Incentive Fee" incorporated in Section I of this contract. Nothing in this paragraph shall limit or restrict the application of the clause entitled "Termination-Cost Reimbursement."

B.10 FINAL FEE DETERMINATION

(a) CLIN 00001 and 00002 Final Fee Calculations:

- i. If all work in the PWS and thereafter added under FAR 52.243-2 Changes-Cost Reimbursement clause is not completed by the end of the contract period of performance, or if the Contract Performance Ceiling per Section B.6 is exceeded, the target cost will be reduced by the budgeted cost of work scheduled (BCWS) that was not completed. The calculation will be Budgeted Cost of Work Scheduled at Completion minus the Cumulative Budgeted Cost of Work Performed. This target cost reduction will occur prior to the cost incentive fee calculation. The target fee will also be reduced accordingly. The cost incentive will be calculated as per Section B.3(b) for CLIN 00001 and B.4(b) for CLIN 00002.
- ii. Final Fee for Schedule Milestones, Annual Milestones and Performance Incentives will be calculated upon completion and DOE acceptance as described in Section B.10 and in accordance with the Acceptance Criteria and Definitions within Sections B.3 (e) and B.4 (e).

B.10 FINAL FEE DETERMINATION (con't)

(b) CLIN 00003 Final Fee Calculations:

- i. Payment to the Contractor will be the fee amount that is fixed at the inception of the contract per Section B.2. The fixed fee does not vary with actual cost, but may be adjusted at Section B. 2 as a result of changes in the work to be performed under the contract. The final fee calculation will be equal to the final negotiated fee amount per Section B.2 that may be adjusted throughout the contract period of performance as a result of changes in the work to be performed under the contract.

(c) Total Contract Final Fee Determination:

- i. Total allowable costs of CLINs 00001, 00002, 00003 and 00004 will be added to the total fee calculated above for CLINs 00001, 00002 and 00003. This becomes the final contract price and will be subtracted from the Contract Performance Ceiling. If the final contract price exceeds the Contract Performance Ceiling, the fee will be adjusted per section B.6 (a). The remaining fee results as the final fee determination.

Volume I – Offer and Other Documents

Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the required work. It also includes required representations and certifications, other statements of the Offeror, and any other administrative information. Volume I shall include the following:

- Signed Standard Form (SF) 33
- Any Exceptions and Deviations
- Section C through J of the model contract shall not be submitted, except for any required fill-in information (i.e. Section B Cost and Fee, Section H Key Personnel, etc.)
- Major or Critical Subcontracts Identification
- Joint Ventures and/or LLCs and/or Any Other Teaming Arrangements
- Corporate Governance
- Responsible Corporate Official
- Performance Guarantee
- Community Commitment Plan
- Small Business Subcontracting Plan
- Representations, Certifications, and Other Statements of the Offeror
- FOCI Submission
- Offeror's EVMS documentation and EVMS Certification
- Organizational Conflicts of Interest Information
- Completed Attachment L-1 Automated Clearing House (ACH) Form
- Completed Attachment L-6 Equal Opportunity Compliance Review Information

Volume II – Technical Proposal

- **Criterion 1, Relevant Past Performance**
 - Completed Attachment L-3 Past Performance and Relevant Experience Reference Information Form (5 page limit)
 - Completed Attachment L-4 Past Performance Questionnaires
 - Completed Attachment L-5 List of Terminated Contracts
 - Written content for Criterion 1 should only be submitted via Attachments L-3, L-4, and L-5

- **Criterion 2, Technical and Management Approach (40 page limit)**
 - Staffing Plan and the Integrated Schedule are not counted as a part of the 40 page limitation.

- **Criterion 3, Key Personnel and Organization Structure (10 page limit)**
 - Completed Attachment L-2 Key Personal Standard Resume Format (4 page limit)
 - Signed Commitment Letters
 - Attachment L-2 and Signed Commitment Letters not included in 10 page limitation

- **Criterion 4, Relevant Experience**
 - Completed Attachment L-3 Past Performance and Relevant Experience Reference Information Form (5 page limit)

Volume III – Cost and Fee Proposal

- The Offeror shall use the organization of work set forth in the PWS as the WBS for its cost proposal. The Offeror shall not propose its own WBS structure for this solicitation.
- Cost Assumptions – Cost instructions are being provided to the Offerors which are contained in Attachment L-8 of the solicitation entitled “Cost Assumptions.” The Offerors shall consider and use all of the cost assumptions when preparing the cost proposal.
- For proposal preparation purpose, Offerors shall assume a 90 day Contract Transition Period, with a Transition start date of January 1, 2016. Offerors shall assume full responsibility for the performance of the contract requirements, or contract effective date, of April 1, 2016. Proposed cost shall be on a 12 month Contract Period (CP) from April 1 through March 31 with the exception of the first year. The first contract year shall include the proposed costs from January 1, 2016 through September 30, 2016. The period of performance extends through March 31, 2021. The Offeror shall propose cost for each year and in total corresponding to the costs for performing the PWS.
- Proposed Schedule – The Offeror shall provide a resource loaded schedule (utilizing the Oracle’s Primavera P6 Enterprise Project Portfolio Management© software) including key milestones, deliverables, logic ties, predecessor and successor relationships, activity durations, float, and the critical activities to complete the PWS work scope. The schedule of activities shall be presented in no less detail than ~~prescribed in Attachment L-8, PWS to Cost Worksheet Crosswalk~~, and the electronic version shall be working files and include logic ties. The schedule shall be fully traceable to Volume II, Technical and Management Proposal. For those PWS elements for which DOE provided cost, the schedule shall reflect the provided cost as a resource, consistent with the FY period allocation in Attachment L-8 Cost Assumptions.

L.29 LIST OF SECTION L ATTACHMENTS

Attachment L-1	Automated Clearing House (ACH) Form
Attachment L-2	Key Personnel Resume Format
Attachment L-3	Past Performance and Relevant Experience Reference Information Form
Attachment L-4	Past Performance Cover Letter and Questionnaire
Attachment L-5	List of Contracts Terminated for Default or Convenience
Attachment L-6	Cost Proposal Worksheets [PLACEHOLDER]
Attachment L-7	Consolidated Direct Cost Schedules [PLACEHOLDER]
Attachment L-8	Cost Assumptions [PLACEHOLDER]
Attachment L-9	Computation of Section B Cost and Fee [PLACEHOLDER]
Attachment L-10	Offeror's Proposed Accounting System Information [PLACEHOLDER]
Attachment L-11	Performance Guarantee Agreement

M.2 Basis for Contract Award

The Government intends to make a contract award to the responsible Contractor whose proposal is responsive to the RFP and determined to be the best value to the Government.

M.3 Overall Relative Importance of Evaluation Criteria

The proposals will be adjectivally rated using information submitted by the Offerors on the four technical evaluation criteria below. All evaluation criteria other than price, when combined, will be considered significantly more important than the evaluated price.

- (1) Relevant Past Performance
- (2) Technical and Management Approach
- (3) Key Personnel and Organizational Structure
- (4) Relevant Experience

Relevant Past Performance and Technical and Management Approach will be considered equal in importance and, when combined, are significantly more important than Key Personnel and Organizational Structure and Relevant Experience. Key Personnel and Organizational Structure is considered more important than Relevant Experience.

Acquisition Schedule

- The major acquisition schedule milestones are located within the DOE Acquisition Forecast (<http://hqInc.doe.gov/forecast>) under Opportunity ID # DE030-15-0006

Major Acquisition Schedule Milestones per the DOE Acquisition Forecast - ICP Core	Anticipated Date
Quarter/FY of Anticipated Draft Solicitation	4 th Quarter 2014*
Quarter/FY of Anticipated Expected Pre-Solicitation Conference/Industry Meetings	4 th Quarter 2014
Quarter/FY of Anticipated Receipt of Proposals	1 st Quarter 2015
Quarter/FY of Anticipated Evaluations Complete/Award	4 th Quarter 2015

Questions?

- Thank you for attending!
- Please stay seated for the Site Tour Logistical instructions

Backup Slides

Backup Slides included for reference

Idaho Completion Project Milestones

