



U.S. DEPARTMENT OF  
**ENERGY**

OFFICE OF  
**ENVIRONMENTAL  
MANAGEMENT**

# **Nuclear Regulatory Commission (NRC) Licensed Facilities Final Request For Proposals Pre-Proposal Conference DE-SOL-0007515**

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*Contracting Officer*

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*Assistant Manager, Facilities  
and Materials Disposition Project*

Office of Environmental Management Consolidated Business Center

**April 14, 2014**

# Welcome and Purpose

- Pre-Proposal Conference Briefing for the U.S. Department of Energy (DOE) Final Request For Proposal (RFP) DE-SOL-0007515 for the Nuclear Regulatory Commission (NRC) Licensed Facilities at Fort St. Vrain, Colorado and at the Three Mile Island 2 Facility in Idaho Fall, Idaho
- Purpose of the Pre-Proposal Conference Briefing and Site Tour:
  - Emphasize certain notable changes from the Draft RFP to the Final RFP
  - Allow Offerors to gain a better understanding of the NRC Licensed Facilities Final RFP

- **Introduction**
- **Background/Overview**
  - Site History
  - Regulatory Oversight
  - Responsible Party Interactions
- **Acquisition Specifics – *LeAnn Brock, Contracting Officer***
  - Overview of the Acquisition Process
  - Overview of the Final Request for Proposal (RFP)
- **Fort Saint Vrain Safety Briefing**
- **Site Tour**

- No cell phones, audio or video recording is permitted.
- DOE will not answer any questions directly, you should have notecards that you submit today to Erin Kroger and/or they may be submitted in writing to the following email address: [NRCLicensedFacilities@emcbc.doe.gov](mailto:NRCLicensedFacilities@emcbc.doe.gov).
- Briefing slides, tour information and attendee list will be posted on the NRC Licensed Facilities website.
- The written terms and conditions of the final Request for Proposals (RFP), will govern over any information presented today.

# Background/Overview

*Ken Whitham, Assistant Manager,  
Facilities and Materials Disposition Project, Idaho Site*

# Idaho Cleanup Project Spent Nuclear Fuel

## Facilities

### NRC-Licensed Facilities

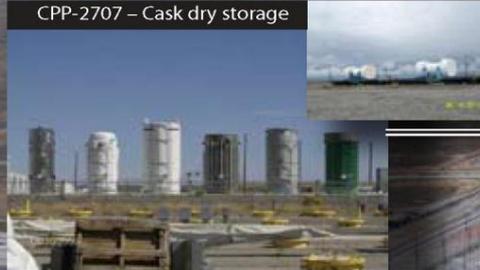
TMI – Horizontal modular dry storage



FSV-Vertical modular vault dry storage (Colorado)



CPP-2707 – Cask dry storage



CPP-603 – Shielded cave rack dry storage



CPP-749 Underground dry storage



CPP-666 – Basin water storage



## Fort Saint Vrain, CO



## Three Mile Island-2, ID



## History

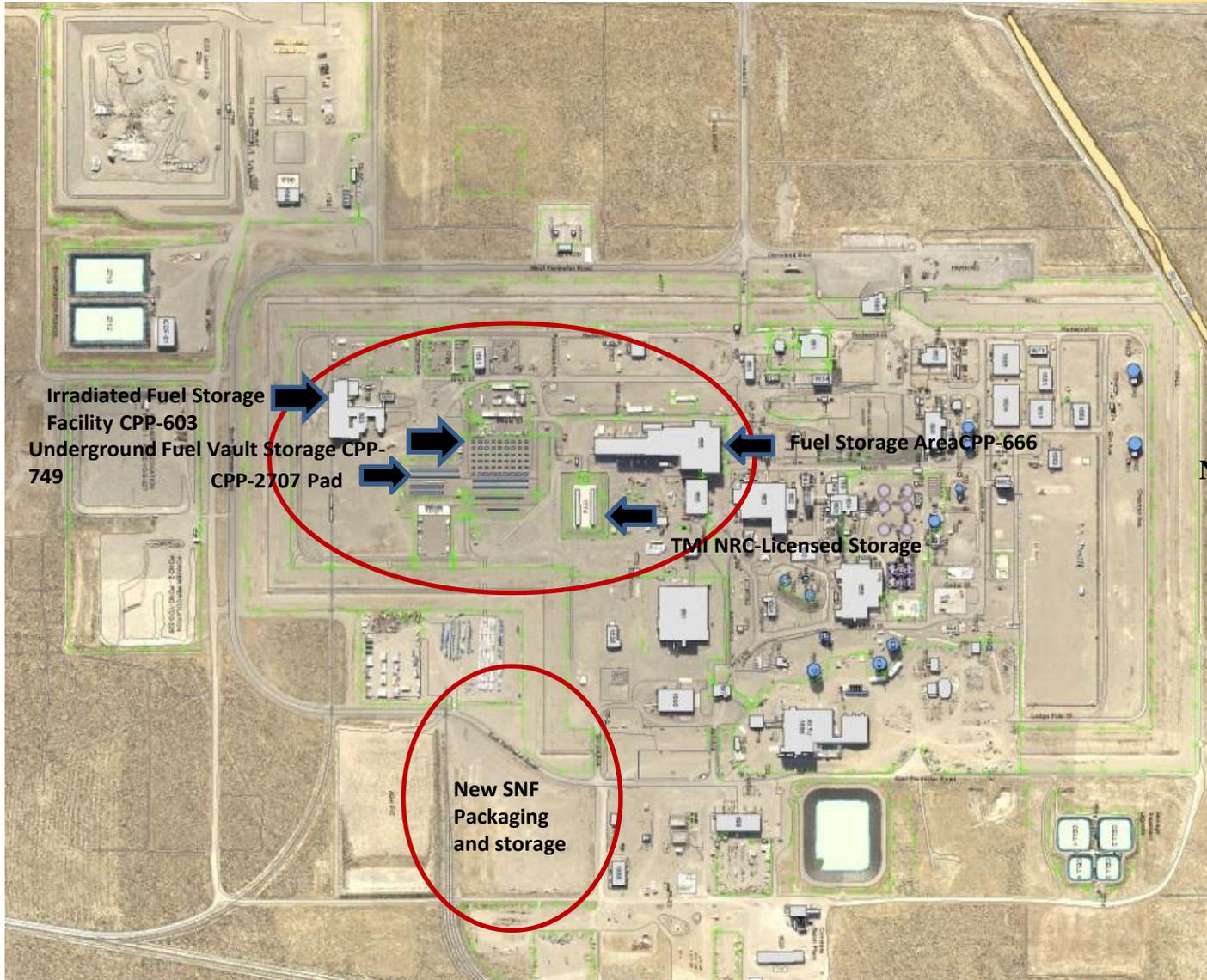
- Between 1980 and 1986, SNF was shipped to DOE's INL for temp storage.
- 1991, political and tribal opposition halted shipments
- DOE took title to the SNF in 1995.

## Fort Saint Vrain ISFSI

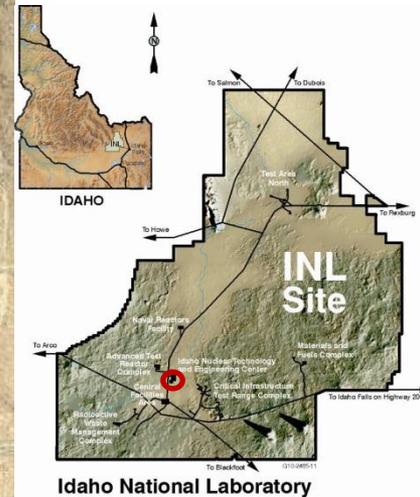
- Stores 130 cubic meters of Spent Nuclear Fuel (SNF)
- 1977-1992 SNF used in demonstration program to produce electricity at FSV commercial power plant
- 1992 Public Service Comp of Colorado began to decommission its nuclear facilities; converted plant to produce electricity with natural gas.



# INTEC Site Map



NORTH





Idaho Nuclear Technology and Engineering Center

G07-1892-02

# NRC - Three Mile Island Unit 2 (TMI-2)



- Licensed March 19, 1999
- Started loading March 30, 1999, Completed April 20, 2001 (Settlement Agreement)
- Current Inventory
  - 29 of 30 HSMs loaded
  - TMI-2 debris
  - 81.4 metric tons
- Current Scope
  - Routine surveillance & maintenance
  - Prepare license renewal application– NRC License Renewal Application due by March 2017; 20-year renewal
  - Aging management program development
  - Technology development (EM funded)



(DOE leased the shipping cask shown here)

## Nuclear Regulatory Commission:

- Department of Energy Idaho Operations office is the Licensee
  - Three NRC Independent Spent Fuel Storage Installation Licenses: Fort St Vrain (FSV), Three Mile Island Unit 2 (TMI-2) and Idaho Spent Fuel Facility (ISFF)
- NRC is the primary regulator
  - License implementation
  - Radiological Control program, Quality Assurance, Security, etc.

## Department of Energy:

- Department of Energy regulates compliance to 10 CFR 851 “Worker Safety and Health”
- In addition to regulatory authority, DOE is responsible to ensure contract requirements are met
- NRC regulations have precedence over DOE Orders

## No other Regulatory Agencies have purview over the NRC Licensed Programs.

## Reporting Relationship

- DOE is the licensee, responsible to comply with the NRC License and commitments
  - DOE is responsible for all interactions with the NRC.
  - Contractor will support the DOE in those interactions as deemed appropriate.
- Contractor is responsible for managing and operating the NRC facilities in accordance with the licenses and Contract requirements.

# Acquisition Specifics

*LeAnn Brock, Contracting Officer*

# Logistics/Ground Rules

- Interested parties are encouraged to submit their questions pertaining to the Final RFP in writing via the email address: [NRCLicensedFacilities@emcbc.doe.gov](mailto:NRCLicensedFacilities@emcbc.doe.gov), with a courtesy copy to the Contracting Officer, [leann.brock@emcbc.doe.gov](mailto:leann.brock@emcbc.doe.gov), and the Contract Specialist, [erin.kroger@emcbc.doe.gov](mailto:erin.kroger@emcbc.doe.gov).
- All questions must be submitted by **2pm EST April 17, 2015**, and answers to questions will be posted to the EMCBC NRC Licensed Facilities acquisition website
  - Offerors should contact the Contract Specialist and/or Contracting Officer directly if an email acknowledgement confirming receipt of submitted questions is not received within 3 calendar days.

- Reference documents are available on the EMCBC NRC Licensed Facilities Acq. website. Some information is Controlled Unclassified Information. To obtain these Controlled Unclassified documents, Offerors are required to complete a *Non-Disclosure for Access to Department of Energy NRC Licensing Solicitation Controlled Unclassified Information Form* and be cleared by the Government prior to access.
- Once cleared, a CD/DVD will be mailed out to the POC address provided on the form.
- After contract award a Certificate of Destruction will be sent to ensure that all information was either properly disposed of by shredding or burning, or returned to the EMCBC.

The screenshot shows a web browser window with the address bar displaying <https://www.emcbc.doe.gov/SEB/nrc/>. The browser tabs include 'CurrentAcquisitionWebsites' and 'Nuclear Regulatory Commi...'. The website content features the U.S. Department of Energy logo and the text 'EM Consolidated Business Center' and 'Office Of Environmental Management' with sub-points: safety, performance, cleanup, and closure. The main heading is 'Nuclear Regulatory Commission (NRC) Licensed Facilities'. Below this is a navigation menu with links: Home, **NEW** News and Announcements, Pre-Solicitation Site Tour/Conference, Documents Library, Draft RFP, Final RFP, Pre-Proposal Site Tour(s)/Conference, Questions and Answers, and Requesting Sensitive Data | EMCBC. The main text reads: 'WELCOME TO THE HOME PAGE FOR Nuclear Regulatory Commission (NRC) Licensed Facilities'. It states that the U.S. Department of Energy is seeking a contractor to safely manage Spent Nuclear Fuel (SNF) storage facilities and licenses under NRC regulations. The scope of work includes the management and operation of three NRC licensed independent SNF storage installations: the Fort Saint Vrain (FSV) facility in Colorado (including security); Three Mile Island-2 (TMI-2) facility at the Idaho Nuclear Technology and Engineering Center (INTEC) in Idaho; and management of the Idaho Spent Fuel Facility (ISFF) license for construction and operation at INTEC in Idaho. The NRC Licensed Facilities Contract will require the Contractor to perform all work specified in the contract and to determine the specific methods of accomplishing the work. It also states: 'The current anticipated schedule for the acquisition can be found at the DOE Acquisition Forecast website, <http://hqlnc.doe.gov/Forecast>, Opportunity ID DE030-15-0007. The Documents Library page of this website will be periodically updated to include project information to familiarize interested parties with the project.' Interested parties may submit questions to [erin.kroger@emcbc.doe.gov](mailto:erin.kroger@emcbc.doe.gov) and [leann.brock@emcbc.doe.gov](mailto:leann.brock@emcbc.doe.gov). Contracting Officer: LeAnn Brock - 513-246-0563. Contract Specialist: Erin Kroger - 513-246-1368. At the bottom, it says 'Services provided by: Environmental Management Consolidated Business Center, 250 E Fifth Street, Suite 500 | Cincinnati, OH 45202 | (877) 224-8181'.

- The NRC Licensed Facilities procurement will be conducted as a set-aside for small businesses.
- DOE will only accept proposals from small businesses that do not exceed the small business size standard of \$38.5M under NAICS code 561210 “Facilities Support Services” at the time proposals are due.
- Evaluation and award of the Contract will be conducted in accordance with FAR Part 15, Contracting by Negotiation and DEAR Part 915.

# Acquisition Process

- Industry has 30 calendar days from the date the final RFP was released to prepare and submit their proposal to DOE. Proposals are due by **3pm EST April 30, 2015.**
- The proposal shall consist of three physically separate volumes:
  - Volume I – Offer and Other Documents
  - Volume II – Technical Proposal
  - Volume III – Price Proposal
- Minimum Proposal Acceptance Period will be 360 days after due date for receipt of proposals.
- Government intends to award a contract without discussions to the Offeror submitting the proposal determined to represent the best value – the proposal most advantageous to the Government, cost/price and non-cost factors considered.

# Acquisition Timeline

<b>Jun. 25, 2014</b>	Approved Master Acquisition Plan Notice posted for industry
<b>Oct. 24, 2014</b>	Draft Sections B, C, H, L & M released for industry information
<b>Oct. 28-29, 2014</b>	Pre-solicitation Conference, Site Tour, and One-on-One Sessions
<b>Jan. 20, 2015</b>	Complete Formal Draft RFP posted
<b>Feb. 3, 2015</b>	Questions/Comments on Formal Draft RFP due to DOE
<b>Mar. 31, 2015</b>	Final RFP released
<b>Apr. 14, 2015</b>	Pre-Proposal Conference and Site Tour (FSV)
<b>Apr. 16, 2015</b>	Site Tour (TMI-2)
<b>Apr. 17, 2015</b>	Questions/Comments due on Final RFP
<b>Apr. 30, 2015</b>	Proposals Due (30 calendar days from Final RFP release date)

## Notable Changes to Section B from Draft RFP

- B.1 was revised to include IDIQ CLINs, under which T&M and FFP task order(s) can be issued
- B.2 was revised to identify the PWS Sections that relate to all CLINs, and also to include new CLINs associated with the TMI-2 License Renewal (Development) and (Support)
- B.3 was revised to include the IDIQ CLINs established, identify the guaranteed minimum and maximum ordering quantities, and to add a Contractor Fill-in for Indirect Rate information under the Materials-Replacement of Government Property (including spare parts) CLIN

## Section B Overview – Final RFP

- Contract contains Firm-Fixed-Price (FFP), Cost-Reimbursable, and Indefinite Delivery Indefinite Quantity (IDIQ) Contract Line Item Numbers (CLINs).
- Section B.3 Contract Pricing (next slide)

# Final RFP – Section B

CLIN	Description of Services	Quantity	Unit of Measure	Total Firm-Fixed-Price
00001	Sections C.2.0 and C.8.0 – Transition Period (90 days or less from Notice to Proceed)	3	Months	\$(Contractor Fill-in)
00002	Sections C.3.0, C.4.0, C.5.0, C.6.0 and C.8.0 (less TMI-2 License Renewal Sections C.4.2.1.1 and C.4.2.1.2, and Replacement of Government Furnished Property Section C.6.4.3)– Base Period (four years from the end of transition)	48	Months	\$(Contractor Fill-in)
00003	Sections C.3.0, C.4.0, C.5.0, C.6.0 and C.8.0 (less TMI-2 License Renewal Sections C.4.2.1.1 and C.4.2.1.2, and Replacement of Government Furnished Property Section C.6.4.3)– Option Period (one year)	12	Months	\$(Contractor Fill-in)
00004	Sections C.7.0 and C.8.0 – Closeout	1	Lump Sum	\$(Contractor Fill-in)
00005	Section C.4.2.1.1 – TMI-2 License Renewal (Development and Submission of the TMI-2 License Renewal Application) Base Period	1	Lump Sum	\$(Contractor Fill-in)
CLIN	Description of Services	Total IDIQ Ceiling (Estimated Maximum)		
00006	Section C.4.2.1.2 – TMI-2 License Renewal (Support of the License Application during the NRC Review Process) – Base Period	\$[2,750,000]		
00007	Section C.4.2.1.2 – TMI-2 License Renewal (Support of the License Application during the NRC Review Process) – Option Period	\$[750,000]		

# Final RFP – Section B

CLIN	Description of Services	Indirect Rate Ceiling	Total Cost Reimbursement
00008	Materials - Replacement of Government Furnished Property (including spare parts) Costs – Base Period	[Contractor Fill-in]% Non-fee bearing	[\$8,000]
00009	Materials - Replacement of Government Furnished Property (including spare parts) Costs – Option Period	[Contractor Fill-in]% Non-fee bearing	[\$2,000]
CLIN	Description of Services	Unit of Measure	Total Cost Reimbursement
00010	Defined Benefits Pension Plan Costs – Base Period	Estimated Cost Non-fee bearing	[\$240,000]
00011	Defined Benefits Pension Plan Costs – Option Period	Estimated cost Non-fee bearing	[\$60,000]

## Section B Overview – Final RFP

- Section B.5 Defined Benefit Pension Plan Costs
  - The INLERP costs are included in the total contract price.
  - Contractor shall use designated Defined Benefit Pension Plan funding to reimburse the INL contractor for the NRC Licensed Facilities share of the current Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees – On a CR basis.
  - Additional Costs:
    - Administrative costs to administer the plan are paid by the Plan Trust, and the NRC Contractor will not be responsible for any administrative costs;
    - NRC Contractor personnel time dedicated to general benefits administration, including contractor responsibilities related to the INL Pension Plan shall be included in the fixed price.
    - Administrative costs to administer all other Post-Retirement Benefits, including any retirement plan for the guards at Ft. St. Vrain, and any employees NOT covered by the INLERP will be included in the prices of the CLINs that the work is to be performed under.

## Notable Changes to Section C from Draft RFP

- C.1.1 Background Information
- C.1.2 Contractor Performance
- C.2.4 Mandatory Site Services
- C.2.5 Identification of Material Differences
- C.3.2.1 FSV Emergency Management
- C.4.2 TMI-2 Operations
  - C.4.2.1 TMI-2 License Renewal
  - C.4.2.2 TMI-2 Emergency Management
- C.5.0 ISFF Facility License Support
- C.6.1 Project Management/Support/Administration
  - C.6.1.1 Submission of Plans and Reports
  - C.6.4 Property Management
  - C.6.5.9 Safeguards and Security
  - C.6.6.1 Information Technology and Cyber Security
    - C.6.6.1.1 Network Access

## Section C Overview – Final RFP

- **C.1 Introduction**

- Management and Operations of FSV, TMI-2, and ISFF (License)
- Contractor shall execute and maintain the three NRC licenses
- DOE is the Licensee (NRC regulations have precedence over DOE Orders)

- **C.2 Transition**

- Transition is 90 days
- All Key and necessary personnel shall be available during transition (a Key person may fill more than one Key Position)
- A Phase-In Transition plan is required with weekly reports
- Mandatory Site Services will be provided at no cost to the Contractor
- Contractor must obtain unescorted access for FSV and TMI-2 during Transition

## • C.3 FSV Facility Support

- Contractor responsible for the safe operations (including operations, physical security, administrative support, engineering support, SAR support, etc.)
- For continuity of operations, all Programs, Plans and Procedures shall be adopted, reviewed, revised (if deemed necessary), except those as identified in Section C.
- Contractor is responsible for emergencies at FSV, ECC operations, and communications & support with INL contractor EOC.
- Contractor shall provide trained Security Coordinator and Security Officers
- Contractor shall provide 25 FTEs (SC and SOs) to implement FSV security requirements
- Weapons, protective gear, etc. will be Government Furnished Equipment (replacements are cost reimbursable)

- **C.4 TMI-2 Facility Support**

- Contractor shall manage, operate and oversee TMI-2 (including TMI-2 license renewal development)
- For continuity of operations, all Programs, Plans and Procedures shall be adopted, reviewed, revised (if deemed necessary), except those as identified in Section C.
- INL contractor provides all physical security and security services for TMI-2 (PIDAS, external lights, security cameras, etc.).
- ICP Core contractor provides surveillance/monitoring, utilities, emergency management, etc. for TMI-2.
- Contractor shall coordinate and oversee services provided by INL and ICP Core contractors to ensure license compliance (services provided are at no cost).
- Contractor provides support for TMI-2 emergencies to the ICP Core contractor ECC operations and INL contractor EOC Operations.

- **C.5 ISFF Facility License Support**

- Contractor shall maintain the ISFF license
- Provide training and qualifications for the facility manager and safety officer

- **C.6 Program Management and Support Functions**

- Contractor shall assist with project reviews that may include Independent Project Reviews (IPR's); quarterly project reviews; safety, security, and quality assurance assessments; and periodic reviews of project performance.
- Contractor shall support interactions with stakeholders and oversight organizations
- Contractor shall establish and maintain Worker Safety and Health Program, Occupational Medical Program, and Integrated Safety Management System.
- Contractor shall adopt and maintain the NRC-approved Quality Assurance Program, and other programs, plans, and procedures as identified in Section C.
- Regulatory interactions are conducted by DOE

- **C.7 Phase Out and Activities**

- Services must be maintained without interruption, both at the commencement and the expiration of this contract.
- Contractor shall submit a Phase-Out Transition Plan and Closeout Plan
- Contractor shall perform activities necessary to transition the work under this contract to a successor Contractor in a manner to ensure continuity of services

- **C.8 Deliverables**

- See Section J, Attachment J-2 entitled *“List of Deliverables”*

- **C.9 List of Exhibits**

- See Section C.9.0
- A number of documents identified in the Exhibits list will be provided to the Contractor upon award.

## Section F Overview – Final RFP

### F.3 Period of Performance

**CLIN 00001 – Transition Period:** 90 days or less from the date of issuance of the Notice to Proceed (NTP).

**CLIN 00002 – Base Period:** Four years (48 months).

**CLIN 00003 – Option Period 1:** If exercised, one year (12 months).

**CLIN 00004 – Closeout:** Closeout activities of the Contract shall occur prior to the end of the period of performance.

If the Option period (CLIN 00003) is not exercised, closeout activities shall commence, as required, and shall be completed no later than 48 months from contract effective date.

If the Option period (CLIN 00003) is exercised, closeout activities shall commence, as required, and shall be completed no later than 60 months from contract effective date.

## F.3 Period of Performance

**CLIN 00005 – TMI-2 License Renewal Development – Base Period:** Runs concurrently with that of CLIN 00002, Base Period, but shall be complete by March 2017

**CLIN 00006 – TMI-2 License Renewal Support – Base Period:** Task Orders issued will specify the duration of the task for CLIN 00006. Cannot exceed three years and cannot extend more than one year after the contract expiration date. The period of performance will not begin until completion of CLIN 00005.

**CLIN 00007 – TMI-2 License Renewal Support – Option Period:** Task Orders issued will specify the duration of the task for CLIN 00007 – TMI-2 License Renewal (Support), which cannot extend more than one year after the contract expiration date.

**CLIN 00008 – Materials - Replacement of Government Furnished Property Costs – Base Period:** Runs concurrently with that of CLIN 00002, four years (48 months).

**CLIN 00009 – Materials - Replacement of Government Furnished Property Costs – Option Period:** Runs concurrently with that of CLIN 00003, Option Period, one year (12 months).

**CLIN 00010 – Defined Pension Plan Costs – Base Period:** Runs concurrently with that of CLIN 00002, four years (48 months).

**CLIN 00011 – Defined Pension Plan Costs – Option Period:** Runs concurrently with that of CLIN 00003, Option Period 1, one year (12 months).

## Notable Changes to Section H from Draft RFP

### Section H Clauses Added:

- H.24 Project Management/Work Planning & Control/Performance Measurement/Monthly Reporting
- H.58 Position Qualifications
- H.59 Organizational Conflict of Interest Management Plan
- H.60 Material Safety Data Sheet Availability
- H.61 Diversity Programs
- H.62 Federal Holidays and Other Closures
- H.63 Personal Identity Verification of Contractor Personnel
- H.64 Reporting of Fraud, Waste, Abuse, Corruption, or Mismanagement
- H.65 Department of Energy Directives
- H.66 Task Order Contract Type
- H.67 Ordering Procedures
- H.68 Task Order Administrative Information
- H.69 Report and Approval Requirements for Conference Related Activities

## Section H Clauses Removed:

- H.17 Contractor Press Release
- H.51 Green Purchasing Under DOE Service Contracts

## Section H Clauses Revised:

- H.5 Pay and Benefit Plans
- H.15 Alternative Dispute Resolution
- H.18 Release of Information
- H.22 Assignment and Administration of Contracts and Subcontracts
- H.23 Key Personnel
- H.34 Confidentiality of Information
- H.44 Designation and Consent of Major Subcontractors

## Section H – CHRM SUMMARY

- The CHRM clauses include a large volume of critical information related to transitioning the existing workforce, their pay and their benefits, and managing those HR elements through the life of the contract.
- Offerors should review ALL the CHRM H clauses in detail. They will describe your responsibilities regarding such workforce-related matters as:
  - The obligation to hire existing employees where ever possible and the rules that govern that process;
  - The obligation to co-sponsor the INL Employee Retirement Plan (a Defined Benefit Pension Plan) for eligible employees and the rules that govern that responsibility; and
  - The obligation to provide comparable health and welfare benefits that incumbent employees currently receive

## H.4 Hiring Preferences:

- Service employees are to be provided “the right of first refusal” for the same or similar jobs for which they are qualified (FAR 52.222-17, Non-displacement of Qualified Workers)
- All incumbent employees in non-managerial positions (all those below the first line of supervision) are to be provided “preference in hiring” according to the hierarchy established in H.4(b)
- The intent of this clause is to protect the interests of qualified incumbent employees in maintaining their existing employment status even though they will be working for a new company. There are many important considerations in this clause and Offerors are advised to read it carefully.

## H.5 Pay and Benefit Plans

- Contractor will be required to become a Sponsor to the existing INL Retirement Plans (or comparable successor plans) for eligible “grandfathered” employees.
- Contractor will be required to provide Market Based or Corporate retirement plans for all other employees as required.
- The INL Employee Retirement Plan (INLERP) and the INL Employee Investment Plan (INLEIP) are posted to EMCBC NRC Licensed Facilities Acq. website.
  - BEA is the Lead Plan Sponsor for both plans
- Becoming a Sponsor to the Plans subjects the Contractor to the requirements of Employee Retirement Income Security Act of 1974 (ERISA), and the Internal Revenue Code.
- Questions or concerns with Sponsorship should be directed to your ERISA Attorney, Actuary, or Accountant

## H.5 Pay and Benefit Plans

- Incumbent Employees are to be provided:
  - Equivalent base pay for at least the first year of the contract
  - Comparable benefits package to what they currently receive
- Non-incumbent Employees are to be provided total pay and benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees
  - Biggest issue for Small Businesses: Offeror must be able to maintain the tax-qualified status of their segment of the plan—failure to do so results in disqualification of the entire plan for all employees and retirees who are participants in the INL pension plan
  - Failing discrimination testing as part of that qualification process could result in significant unallowable costs

## H.5 Pay and Benefit Plan

- (e) (1) The Contractor shall become a sponsor of the INLERP if and when it hires Grandfathered Employees, and shall have responsibility for management and administration of its segment of the plan and consistent with applicable law. **If the Contractor determines that there are no practicable means of doing the above in a manner that would maintain its segment of the plan on a tax-qualified basis, the Contractor must demonstrate to the satisfaction of the Contracting Officer that there are no practicable means of doing so** and that those employees who would otherwise have been eligible to participate in the INLERP (or other benefit plans for which DOE reimburses costs) should be provided a package of benefits substantially equivalent to the INLERP (or other benefit plans for which DOE reimburses costs), as applicable in the circumstances.

## H.10 Workforce Transition and Benefits Transition: Plans and Timeframes

- Schedule of requirements and deliverables required after NTP (i.e. Communication Plan, Staffing Plan, Workforce Transition Plan, Benefits Transition Plan, Contractor Employee Compensation Plan, etc.)
- Offeror must identify to DOE the personnel who will be responsible for ensuring that the contractor is able to transition to co-sponsorship of the INL Pension Plan.

## H.12 Insurance – Work on a Government Installation

*The following kinds and minimum amounts of insurance are required during the performance of this contract:*

- **Workers’ compensation and employer’s liability.**
  - (1) The amount required by the State of Idaho and the State of Colorado under applicable Worker's Compensation and occupational disease statutes,
  - (2) Employer's liability insurance in the amount of **\$500,000**
- **General liability insurance.**
  - Bodily liability coverage written on the comprehensive form of policy of at least **\$1,000,000 per occurrence.**
- **Automobile Liability Insurance.**
  - Coverage shall be listed on the comprehensive form of the policy. It shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least **\$500,000 per person** and **\$1,000,000 per occurrence** for bodily injury and **\$100,000 per occurrence for property damage.**
- **The amount of liability coverage on other policies shall be commensurate with any legal requirements of the state and locality, plus sufficient to meet normal and customary claims.**
- **Proof of all required insurance shall be provided to the Contracting Officer prior to the commencement of work (at NTP).**

## H.23 Key Personnel

- The Key Personnel for this Contract are identified below. The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the Contract to add or delete personnel.
- One person may cover multiple key personnel positions; however, in the event one individual, covering multiple key personnel positions leaves before the time period specified in paragraphs (1) and (2), the Contractor may be subject to multiple separate price reductions. The Contractor shall determine the work location of the key personnel to ensure the effective execution of the contract.

<u>NAME</u>	<u>POSITION TITLE</u>
[Contractor Fill-in]	Project Manager
[Contractor Fill-in]	Security Manager
[Contractor Fill-in]	ESH&Q Safety Manager

- Contract Price Reductions for Changes to Key Personnel.
  - Notwithstanding approval by the Contracting Officer, any time the Key Personnel are changed for any reason **within two (2) years of Notice to Proceed**, DOE may modify the Contract by reducing the contract price
- The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in price. Such written request shall include the factual basis for the request.
- The Contracting Officer shall have the unilateral discretion to make the determination to waive all or part of the reduction in price.

## **H.25 DOE-H-2015 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 Contracting Officer.

## H.28 DOE-H-2017 Responsible Corporate Official (Oct 2014)

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in the Section J, Attachment J-7 entitled, “Executed Performance Guarantee Agreement.” The individual signing the “Performance Guarantee Agreement” for the parent company(s) should be the Responsible Corporate Official.

The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified regarding Contract performance issues.

Corporate Board of Directors must also be identified that will have corporate oversight. DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

## H.39 PERSONNEL SECURITY CLEARANCES

- The Contractor is required to conduct pre-employment investigative screening of prospective employees in order to ensure trustworthiness and reliability. The Contractor shall provide certification to the Contracting Officer that an investigative screening has been completed prior to employment.
- **Under this Contract, Contractor personnel shall be required to have an “L” clearance level at a minimum.**
- This requirement may be waived by the Contracting Officer for personnel not involved with classified information while clearances are being processed, or for personnel associated with the program for short periods of time, such as consultants.
- The Contractor shall retrieve and dispose of badges for employees: 1) who are no longer working on the Contract; 2) who no longer require access; 3) when their badge expires; or 4) when the Contract expires or is terminated.

## H.44 Major Subcontractors

- Offeror shall identify major subcontractor(s)

*[Contractor Fill-In, insert major subcontractors]*

- The term “major subcontractor” as used in Section L is defined as any proposed subcontractor that is anticipated to perform work with an estimated value of **\$5 million or more** over the contract period (including option year).

## Overview

- Offer Acceptance Period – 360 Calendar Days
- No reimbursement for any proposal costs
- Questions concerning the RFP will be accepted up to **April 17, 2015**
- Optional courtesy to provide DOE with a “Notice of Intent to Propose” within 10 days of proposal due date. Send to the Contract Specialist, [erin.kroger@emcbc.doe.gov](mailto:erin.kroger@emcbc.doe.gov) with a courtesy copy to the Contracting Officer, [leann.brock@emcbc.doe.gov](mailto:leann.brock@emcbc.doe.gov).
- Proposals will not be returned.
- Exceptions / Deviations to the solicitation are not sought and DOE is under no obligation to enter into discussions.
- Offerors may contact current incumbent employees about future employment EXCEPT where prohibited by law. Contacts shall be made ONLY after normal working hours of such employees and not on DOE property. Offerors are reminded that contact with federal, contractor, or subcontractor employees is not permitted for the purpose of seeking procurement-sensitive information relating to this solicitation.

## Notable Changes to Section L from Draft RFP

- Section L.2 revised to define the contract type
- Section L.32 revised to clarify the “official offer and proposal”
- Section L.34 revised to change the number of pages in the Technical Proposal
- Section L.34, Factor 3 revised to include additional requirements to demonstrate understanding and approach to NRC licensing and the license renewal process
- Section L.34, Factor 4, revised to provide clarifications to key personnel
- Section L.35 revised to add pricing assumptions, instruction on how to bid T&M labor rates and revised the funding profile
- Attachment L-4 revised to include a requirement to include recent and relevant experience with licenses and operations in a DOE and/or NRC regulated environment
- Attachment L-9 Historical Staffing levels was revised, and additional historical information was added

## Proposal Preparation - General Instructions

- The written material constitutes the official offer and proposal. In the event of a conflict, hardcopy of a proposal will take precedence over any other electronic submission.
- All pages of the proposal shall be submitted on 8 1/2" x 11" sheets except for graphs, tables, and spreadsheets. Printing is to be double-sided. Print type used in the text portions of the proposal shall be size 12 and font type shall be Arial or Times New Roman. Graphs, tables, diagrams and spreadsheets where necessary must be 10 point or larger Arial or Times New Roman font. Foldouts of charts, tables, diagrams, etc. shall not exceed 11 x 17 inches and will be considered as two pages.
- A cover letter shall be provided with each proposal volume as the first page and does not count towards any page limitation. Note specific instructions for cover letter contents at L.32 (j).
- Cover letter shall include the complete legal name and address of the Offeror and other participants to be used in any resulting contract. Provide Dun and Bradstreet, Inc. (D&B) Data Universal Numbering System (DUNS) number for the Offeror, each team member, and any proposed subcontractor regardless of the dollar amount of work they are proposed to perform

## 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, G, H, I, J information)
- Joint Ventures and/or LLCs and/or Any Other Teaming Arrangement documentation
- Corporate Governance/Responsible Corporate Official
- Representations, Certifications, and Other Statements of the Offeror
- FOCI Submission
- Completed Attachment L-1, ACH Form
- Completed Attachment L-8, Performance Guarantee
- Recognition of Performing Entity
- Organizational Conflicts of Interest Disclosure
- Equal Employment Opportunity Compliance Review Information
- Acknowledgement of receipt of all amendments to the solicitation

## Volume II – Technical Proposal

- **Factor 1, Relevant Past Performance**

- Completed Attachment L-4 Past Performance and Relevant Experience Reference Information Form (5 page limit)
- Completed Attachment L-5 Past Performance Questionnaires (for Non-DOE EM work and no PPIRS info) (completed questionnaire)
- Completed Attachment L-6 List of Terminated Contracts (no page limit)
- Completed Attachment L-7 List of Contracts Where Performance Resulted in a Notice of Violation or Order to Show Cause (2 page limit per contract or project)
- Written content for Factor 1 should only be submitted via Attachments L-4, L-5, L-6 and L-7

- **Factor 2, Relevant Experience**

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

- **Factor 3, Technical and Management Approach (30 page limit)**

- **Factor 4, Key Personnel and Organization Structure (5 page limit)**

- Completed Attachment L-2 Key Personal Standard Resume Format (3 page limit each)
- Attachment L-3 Signed Commitment Letters (signed letter)
- Attachment L-2 and L-3 not included in 5 page limitation

## Volume III – Price Proposal

- Pricing Assumptions provided include
  - Funding profile
  - Contract transition period, not to exceed 90 days, will start January 1, 2016 and extend through March 31, 2016;
  - Assumption of full responsibility for performance of the Contract requirements Base Period will start April 1, 2016
  - The Option Period, if exercised, will start April 1, 2020 and extend through March 31, 2021.
  - Historical site data (Attachment L-9 Historical Site Information)
- For CLINs 00006 and 00007 “TMI-2 License Renewal Support Base and Option Period,” the Offeror shall provide the fully burdened labor rates for each of the stated labor categories for the specified years of the contract period located in Section J, Attachment J-9
- The Offeror shall submit a completed Price Schedule for Section B.03 entitled “Contract Pricing” and provide supporting information in this Volume , including “responsibility information”

## L.36 List of Section L Attachments

Attachment L-1	Automated Clearing House (ACH) Form
Attachment L-2	Key Personnel Resume Format
Attachment L-3	Letter of Commitment
Attachment L-4	Past Performance & Relevant Experience Reference Information Form
Attachment L-5	Past Performance Letter and Questionnaire
Attachment L-6	List of Contracts Terminated for Convenience or Default
Attachment L-7	List of Contracts Where Performance Resulted in A Notice of Violation or Order to Show Cause
Attachment L-8	Performance Guarantee Agreement
Attachment L-9	Historical Site Information

## M.2 Basis for Contract Award

- The Government intends to make a Contract award to the responsible Offeror whose proposal is responsive to the RFP and determined to be the best value to the Government.
- In determining the best value to the Government, the Technical Evaluation Factors, when combined, are more important than evaluated price. Evaluated price is the Offeror's "Total Proposed Price" as defined in Section M.4. The closer or more similar in merit the Offerors' technical proposals and relevant past performance information are evaluated to be, the more likely the evaluated price may be the determining factor in selection for award. However, the Government may select for award the Offeror whose price is not necessarily the lowest, but whose technical proposal is more advantageous to the Government and warrants the additional cost.
- The Government will not make an award at an evaluated total proposed price premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror's technical proposal and relevant past performance information over another.

### M.3 Overall Relative Importance of Evaluation Factors

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

Factor 1, Relevant Past Performance;

Factor 2, Relevant Experience;

Factor 3, Technical and Management Approach and Understanding

Factor 4, Key Personnel and Organizational Structure

The Factors (Factors 1, 2, 3 and 4) are in descending order of importance. Factor 1 is slightly more important than Factor 2 and Factor 3. Factor 2 and Factor 3 are equal in importance. Factor 2 and Factor 3 are each slightly more important than Factor 4.

## M.4 Technical Evaluation Factors – Price Evaluation

- The Offeror's price proposal will not be point scored or adjectivally rated, but will be evaluated to assess reasonableness and completeness.
- The total evaluated price will equal the sum of the prices proposed for the Firm-Fixed-Price CLINs, the DOE Provided Costs for the cost reimbursement CLINs (related to Defined Benefits Pension Plan and Replacement of Government Furnished Property), and the estimated maximum values provided for the IDIQ CLINs for the base period and the option period.
- Due to the fact, the solicitation is providing the estimated dollar amount for CLINs (CLINs 0006 through 00011), a proposed dollar amount other than provided by this solicitation will result in an adjustment to the computed evaluated price reconciling the dollar amount to the one provided in the solicitation.

# Closing

- Thank you for attending!
- Please stay seated for the Safety Briefing and Logistical instructions for the Facility Tour.