



U.S. DEPARTMENT OF
ENERGY

OFFICE OF
**ENVIRONMENTAL
MANAGEMENT**

Idaho Cleanup Project Draft Request For Proposal Pre-Solicitation Conference SOL No. 89303319REM000034

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Office of Environmental Management (EM)

EM Consolidated Business Center and Idaho Operations Office

February 28, 2020

Purpose of Community Day Conference

The purpose of the meetings is to provide the community with an overview of the future ICP End State contract scope and structure.

This provides an opportunity to share your perspectives of the future contract scope and structure.

Opening Remarks
End State Contracting Overview – Tamara Miles, EMCBC
Background of ICP, Regulatory Environment, Incumbent Contracts, ICP Acquisition Summary Points/Purpose – Doug Pruitt, DOE-ID
Overview of Acquisition Process – Lori Sehlhorst, EMCBC
Section H, Contractor Human Resource Management (CHRM) Requirements – Doug Pruitt, DOE-ID
Community Overview identified in Draft RFP – Lori Sehlhorst, EMCBC
Q&A - if time permits

DOE EM End State Contracting Overview

Tamara L. Miles
Procurement Director
EM Consolidated Business Center

End State Contracting Model (ESCM)

- Concerted effort within EM to reinvigorate the nuclear waste cleanup completion mindset
- ESCM employs a **Two-Step** Process:
 - 1) Competitive qualifications-based Single Award Indefinite Delivery/Indefinite Quantity (IDIQ) Request for Proposal (RFP)
 - 2) Post-award negotiation of discrete scopes of work through effective partnering on a Task Order (TO) basis (Cost Reimbursement or Fixed Price)
- Provides EM the ability to partner with industry and stakeholders at this critical juncture of the Program to openly negotiate the right, risk-based Interim and Final End States to reach completion at many of our sites
- Developed with detailed consideration of industry feedback on the Draft RFPs issued for the Hanford Central Plateau Cleanup Contract and Nevada Environmental Program Services Contract

Financial Liability & Environmental Risk Reduction

ESCM Benefits



ESC Acquisitions

**Hanford Central
Plateau Cleanup
Contract**

**Hanford Tank Closure
Contract**

**Nevada Environmental
Program Services**

**Savannah River
Integrated Mission
Completion Contract**

Idaho Cleanup Project

- ESCM, a paradigm shift in contracting, achieves EM objectives
 - Reinvigorate nuclear waste cleanup completion mindset
 - Focus on reducing financial liability and environmental risks
 - Bolster efforts to get off the GAO High Risk List for Contract Management
- EM continues to be as transparent and collaborative as possible with industry regarding ESCM and all procurement actions
- EM continues to streamline the acquisition process and requirements and increase consistency across procurement actions
- Primary takeaway for industry is to provide candid feedback to the procurement teams

Background of ICP, Regulatory Environment, Incumbent Contracts, ICP Acquisition Summary Points/Purpose

Doug Pruitt

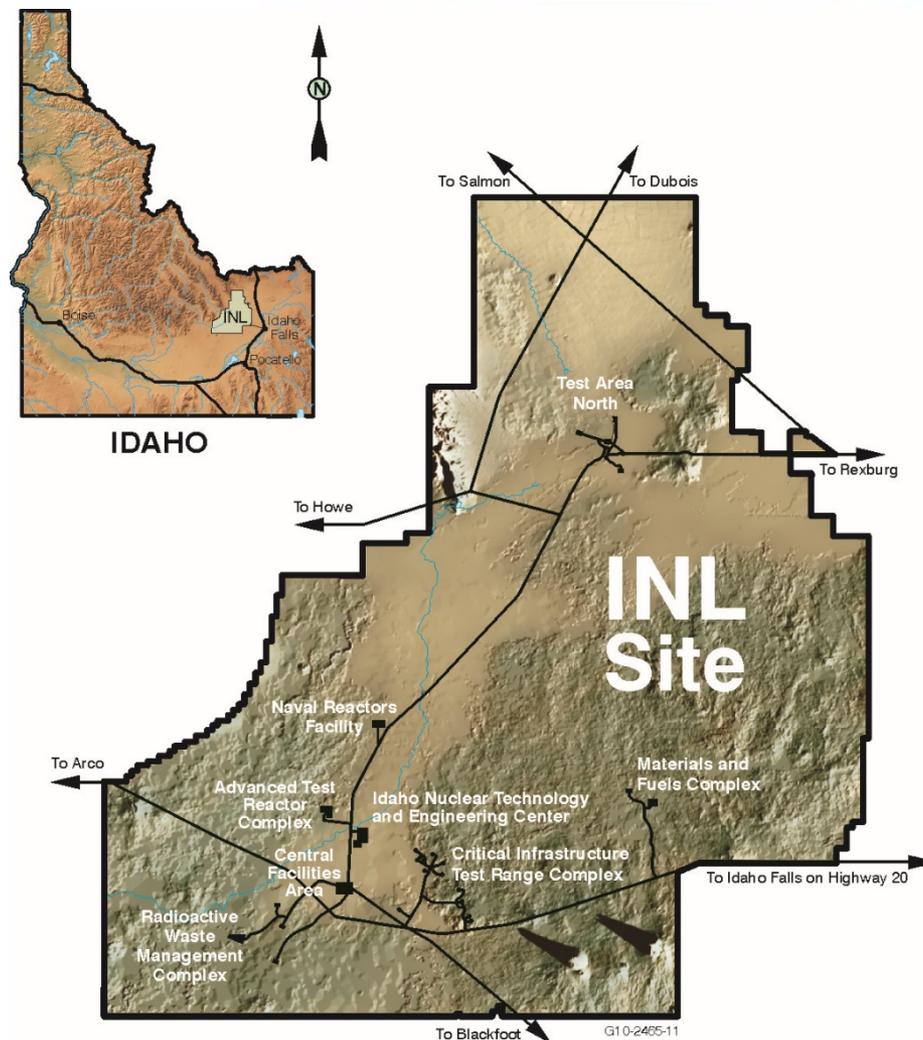
DOE-ID

Vision:

- The Contractor and DOE will accomplish the safe environmental cleanup of the Idaho site to honor commitments to stakeholders, reduce risks to people and communities, and relieve future generations of environmental and financial liabilities.

Mission Statement:

- The Contractor and DOE will implement fresh solutions to safely integrate, accelerate and deliver the ICP project compliantly, on schedule and within budget.



Idaho National Laboratory

Idaho Cleanup Project Mission



Idaho Nuclear Technology and Engineering Center (INTEC)

Main Missions:

- Transuranic and mixed low-level waste characterization and shipping
- Environmental restoration of legacy waste under CERCLA
- Spent nuclear fuel management
- High-level waste management
- Liquid waste treatment

Three Main Operating Areas:

- INTEC
 - ✓ 10 nuclear facilities
- RWMC
 - ✓ 2 nuclear facilities
- Fort St. Vrain



Radioactive Waste Management Complex (RWMC)

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
- Complete Sub-surface Disposal Areas (SDA) Cover Construction by 2028
- Primary focus for ICP is SDA, Test Area North Groundwater treatment, and maintain previous remedies

Fluor Idaho, LLC:

- ❖ Contract Type: CPIF, CPFF
- ❖ Award Value: \$1.5 Billion
- ❖ Current Value: \$2 Billion
- ❖ Performance Period: June, 2016 to May, 2021
- ❖ Scope: Idaho Cleanup Project (all work other than NRC-regulated spent fuel)



Spectra Tech, Inc. (STI):

- ❖ Contract Type: Firm Fixed Price
- ❖ Award Value: \$31.6 Million
- ❖ Current Value: \$45 Million
- ❖ Performance Period: June, 2016 to March, 2021
- ❖ Scope: Manage NRC-Licensed Facilities



Fort St. Vrain independent spent fuel storage installation

ICP Acquisition: Summary Points

- Procurement Method: Full and Open Competition
- NAICS Code: 562910, Environmental Remediation Services, Small Business Size Standard 750 employees
- Contract Type: Single award IDIQ contract under which Cost Reimbursement or Fixed Price Task Orders may be issued
- Minimum and Maximum Value of Services: \$6.4B IDIQ Maximum Ordering Value (ceiling) & Guaranteed Minimum of \$500,000
- Contract Term: 10-year ordering period with the ability to issue tasks for up to 5 additional years, prior to the last day of the 10-year base IDIQ contract
- Incumbent Contracts' End Dates:
 - (1) NRC Licensed Facilities (STI) Contract End Date: March 31, 2021
 - (2) ICP Core (Fluor Idaho) Contract End Date: May 31, 2021

ICP Scope of Work

Nine Major Scope Elements:

1. RWMC Closure (RCRA and CERCLA completions)
2. Complete TRU Waste Shipments Out of the State of Idaho
3. Sodium Bearing Waste Processed and Tank Farm Closure Complete
4. Complete Calcine Retrieval Project
5. Maintain Facilities and Infrastructure
6. Maintain Regulatory Compliance
7. Spent Nuclear Fuel (SNF) Operations and Management
 - Includes current NRC Licensing scope, with the exception of Fort St. Vrain physical security services, which will be procured as a Small Business Set Aside.
8. SNF Disposition
9. Facility Decontamination and Decommissioning (D&D)

Overview of Acquisition Process

Lori Sehlhorst
Contracting Officer
EM Consolidated Business Center

Acquisition Process

- Interested parties, including Community Partners, should submit questions, comments, input for DOE consideration to the following email address: ICP@emcbc.doe.gov **by March 6th, 2020.**
- 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

- Primary takeaway for interested parties is to understand these initiatives, look to identify these items in Draft RFPs, and provide feedback to the procurement teams.
- The Final RFP is anticipated to be issued in Spring 2020.
- Once the Final RFP is issued, interested parties should submit questions/comments to email address:
ICP@emcbc.doe.gov
- DOE will post questions and answers, without attribution, to the procurement website at:
<https://www.emcbc.doe.gov/SEB/icp/>



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Welcome to the Home Page for Idaho Cleanup Project (ICP) Radioactive Waste Management Complex (RWMC) Closure and Other Mission Objectives

The U.S. Department of Energy (DOE) Office of Environmental Management (EM) is currently in the acquisition planning stage for the potential award of a contract to include but not limit to the following activities: RWMC Closure; Complete Movement of Spent Nuclear Fuel (SNF) from Wet to Dry Storage; Complete Transuranic (TRU) Waste Shipments Out of the State of Idaho; Sodium Bearing Waste (SBW) Processed and Tank Farm Closure Completion; Establishment of a Direct Disposal Pathway for Calcine; Maintain Facilities and General Infrastructure; Maintain Regulatory Compliance; and Establishment of a Spent Nuclear Fuel Disposition Pathway Site at the DOE Idaho National Laboratory (INL) Idaho Cleanup Project (ICP) Site in southeast Idaho. The purpose of this potential end state contract is to achieve significant reduction in financial liability and environmental risk that provides the best overall optimal solution towards completion of the DOE-EM mission at the INL Site by accomplishing the maximum amount of environmental cleanup in the least amount of time and at the best value to the U.S. taxpayer. DOE is seeking innovative risk-based End State approaches (based on risk analysis) for completing ICP activities in a safe, compliant, and efficient manner resulting in an accelerated reduction of risk and environmental liability. The term "End State" is defined as the specified situation at the successful completion of the final phase of an environmental cleanup activity.

The majority of EM's cleanup work at the Idaho site is driven by regulatory compliance agreements. The two foundational agreements are: the 1991 Comprehensive Environmental Response Compensation and Liability Act (CERCLA)-based Federal Facility Agreement and Consent Order (FFA/CO), which governs the cleanup of contaminant releases to the environment; and the 1995 Idaho Settlement Agreement (ISA), which governs the removal of transuranic waste, spent nuclear fuel and high level radioactive waste from the state of Idaho. Other regulatory drivers include the Federal Facility Compliance Act-based Site Treatment Plan (STP), and other environmental permits, closure plans, Federal and state regulations, Records of Decision (RODs) and other implementing documents.

Streamlined Source Selection Procedures

- The Vol. II technical evaluation will consider:
 - 1) Key Personnel (including Oral Presentations and Program Manager Oral Interview);
 - 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 evaluation (Total Evaluated Price) will consider:
 - 1) Transition Cost;
 - 2) Proposed fully burdened labor rates (excluding fee) for FY 2022 applied to the DOE provided direct labor hours;
 - 3) Key Personnel Costs (one year); and
 - 4) Proposed fee/profit (by Task Order type) for a one-year period (FY 2022).

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

Noteworthy Contractor Human Resource Clauses:

- H.4 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES
- H.5 EMPLOYEE COMPENSATION: PAY AND BENEFITS
- H.7 WORKFORCE TRANSITION AND BENEFITS TRANSITION: PLANS AND TIMEFRAMES
- H.8 POST CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS
- H.9 LABOR RELATIONS
- H.10 WORKFORCE RESTRUCTURING

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 entire period of performance.
- Workforce-related matters:
 - 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;
 - The obligation to provide comparable health and welfare benefits that incumbent employees currently receive;
 - The obligation to recognize the existing Collective Bargaining Units as the representatives for their respective memberships;
 - The Contractor shall be signatory to both the Site Construction Jurisdiction Procedural Agreement and the INL Site Stabilization Agreement;
 - Requirements are set forth should the Contractor be required to conduct workforce restructuring .

Section H – Subcontracted Work

H.52 SUBCONTRACTED WORK

The Contractor shall subcontract (in accordance with the definition at FAR Subpart 44.1) at least **fifteen (15) percent of the cumulative value of Task Orders issued under this contract to small businesses**. The Contractor's subcontracted work shall be in compliance with the approved Section J, Attachment J-9 entitled, *Master Small Business Subcontracting Plan* and the separate subcontracting goals submitted and approved at the Task Order level. Unless otherwise approved in advance by the CO, work to be performed by subcontractors selected after Contract and Task Order award shall be acquired through competitive procurements, to the extent required, with an emphasis on fixed-price subcontracts to the extent practicable. The use of cost-reimbursement, time-and-materials, and labor-hour subcontracts shall be minimized.

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).*** Also, the Contractor shall respond to past performance inquiries for subcontractors upon request from DOE and other Federal agencies.

H.57 PARTNERING

The Contractor and the Government will establish a non-binding, signed Partnering Agreement for the ICP at the INL Site. The agreement will establish a 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.

Community Commitment

H.31 DOE-H-2045 CONTRACTOR COMMUNITY COMMITMENT

- The Contractor shall submit to DOE an annual plan for community commitment activities and report on program progress semi-annually.
- The Contractor's annual plan for community commitment activities will identify those meaningful actions and activities that it intends to implement within the surrounding counties and local municipalities. The Contractor may engage in any community actions or activities it determines meets the objectives of DOE's community commitment policy. It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business.
- The Contractor may use fee dollars to pay for its community commitment actions, as it deems appropriate. All costs to be incurred by the Contractor for community commitment actions and activities are unallowable and non-reimbursable under the contract.
- The Contractor shall encourage its subcontractors, at all tiers, to participate in these activities.
- Offerors are required to provide the plan as part of the proposal, and then the plan will become part of the resulting contract

Questions?

Q&A Session (time permitting)