



U.S. DEPARTMENT OF  
**ENERGY**

OFFICE OF  
**ENVIRONMENTAL  
MANAGEMENT**

# **Oak Ridge Reservation Cleanup Contract (ORRCC) Draft Request For Proposal (RFP) Pre-Solicitation Conference SOL No. 89303319REM000047**

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**LeAnn Brock**  
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**Office of Environmental Management (EM)  
EM Consolidated Business Center and Oak Ridge Office of Environmental Management**

**September 8, 2020**

# ORRCC Pre-Solicitation Conference Agenda

<b>1100</b>	Opening Remarks (Jay Mullis)
<b>1105</b>	Logistics/Ground Rules, Purpose of Pre-Solicitation Conference, and Acquisition Process (LeAnn Brock, EMCBC)
<b>1120</b>	Background of ORRCC, Regulatory Environment, Incumbent Contract, ORRCC Acquisition Summary Points/Purpose (Mike Pribish, DOE-OREM)
<b>1150</b>	Draft RFP Sections L & M (LeAnn Brock, EMCBC)
<b>1210</b>	Section H, Contractor Human Resource Management (CHRM) Requirements (Peggy Doherty, EMCBC)
<b>1240</b>	Overview of Remaining Draft RFP Sections (LeAnn Brock, EMCBC)
<b>1330</b>	<b>END</b>
<b>1430</b>	One-on-One Sessions: 30 min each group
<b>N/A</b>	Site Tour

*Times are approximate, schedule will be adjusted as needed*

# Opening Remarks

**Jay Mullis**

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*Manager*

***Oak Ridge Office of Environmental  
Management***

# Logistics/Ground Rules, Purpose of Pre-Solicitation Conference, and Acquisition Process

**LeAnn Brock**

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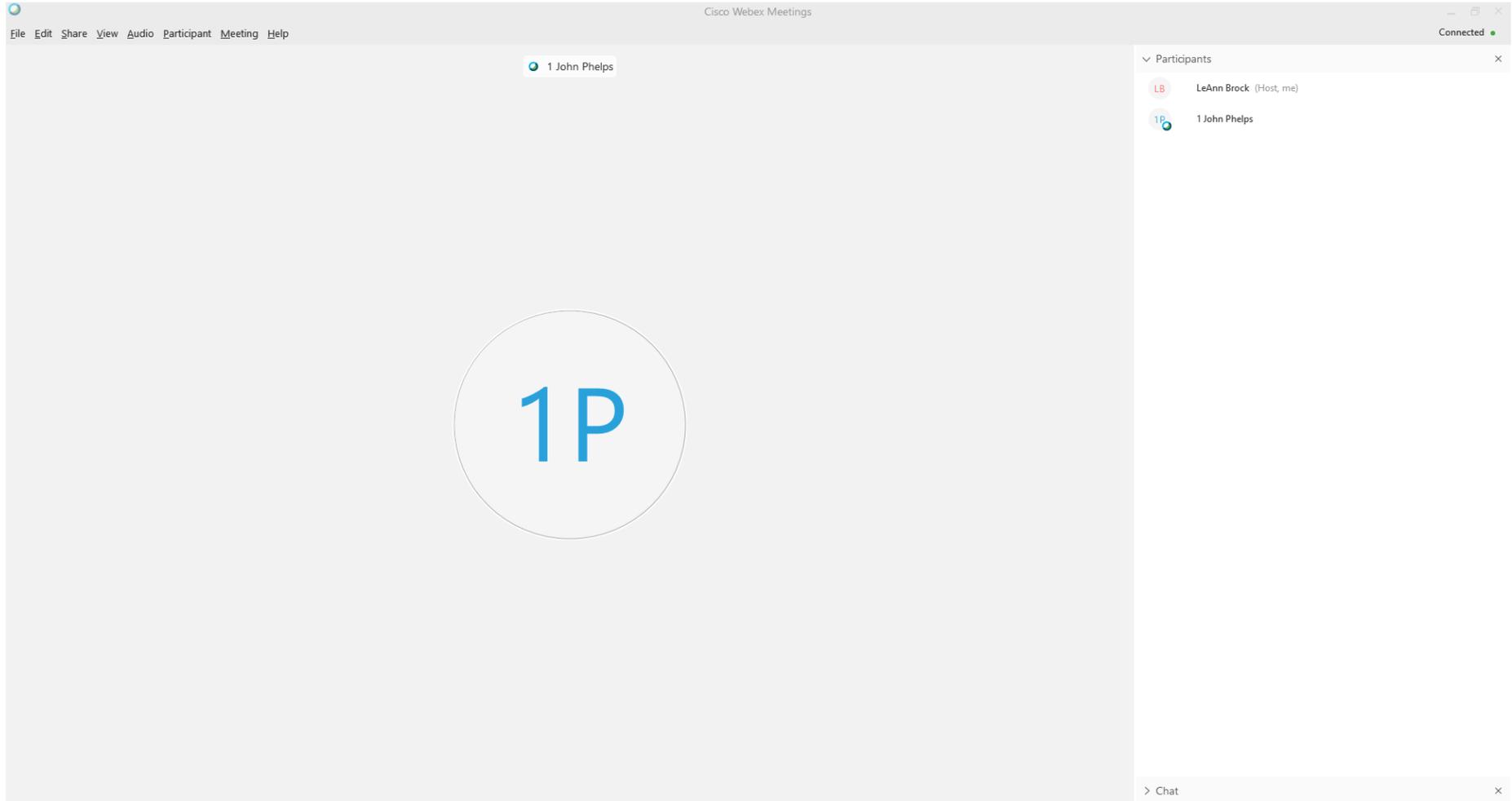
*Contracting Officer*

*EM Consolidated Business Center*

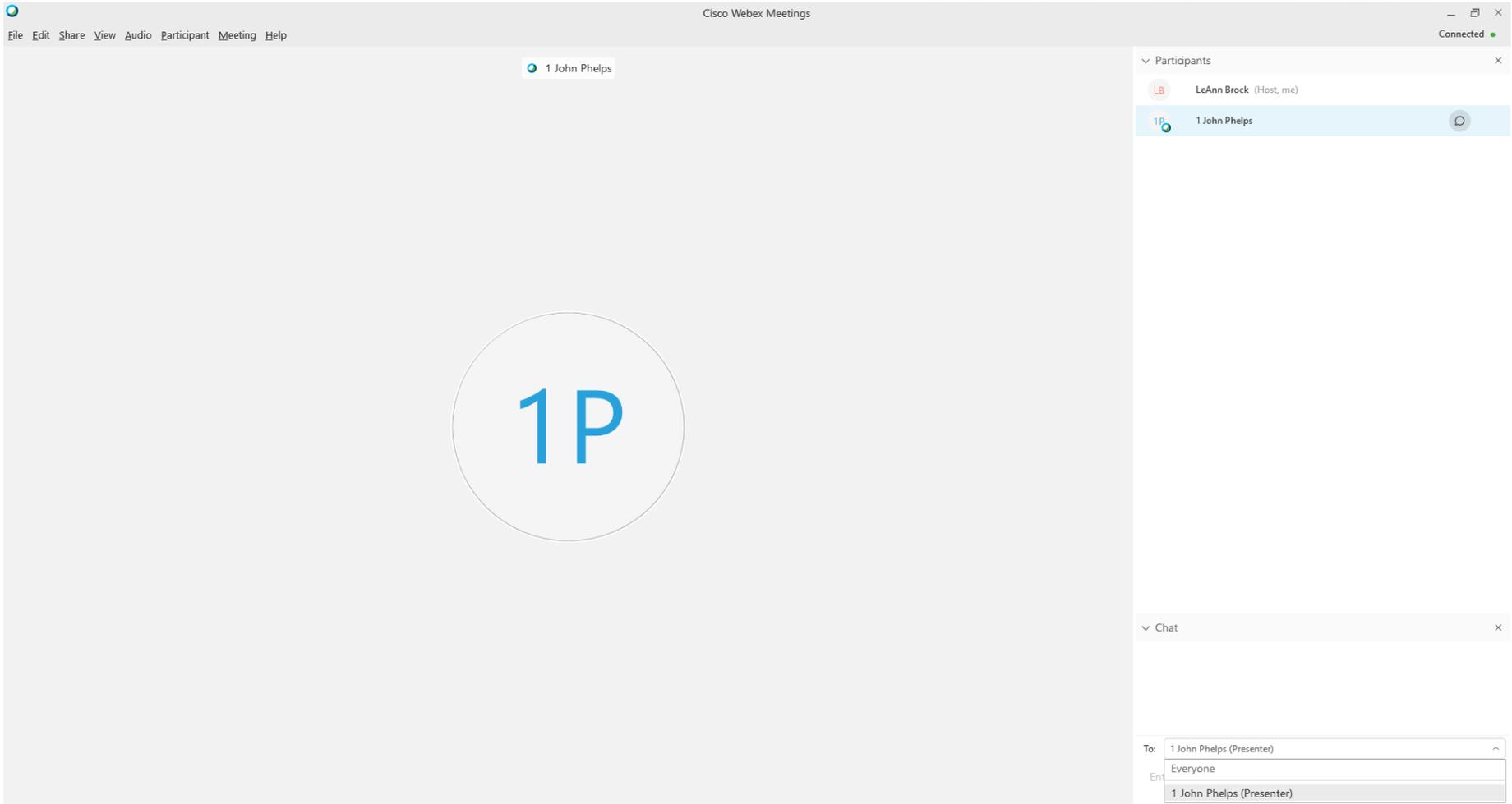
# Logistics/Ground Rules

- No audio or video recording permitted.
- Only the designated DOE presenters are to speak. All other attendees shall remain on mute.
- Comments or questions pertaining to the pre-solicitation conference are to be submitted to “1 John Phelps” via the private chat function of WebEx.
  - Further detail, including sample “how-to” pictures, will be provided in the next slides.
- DOE may provide written responses later via posting to the procurement website; however, DOE is not obligated to respond to all comments or questions.
- Comments may also be submitted to the procurement email address at [ORRCC@emcbc.doe.gov](mailto:ORRCC@emcbc.doe.gov) for DOE’s consideration in preparing the Final RFP.

# How to Submit Questions Regarding the Pre-Solicitation Conference



# How to Submit Questions Regarding the Pre-Solicitation Conference



# How to Submit Questions Regarding the Pre-Solicitation Conference

The screenshot displays a Cisco Webex Meeting interface. At the top, the title bar reads "Cisco Webex Meetings" and includes standard window controls. Below the title bar is a menu bar with options: File, Edit, Share, View, Audio, Participant, Meeting, and Help. The main meeting area is mostly empty, with a large circular placeholder in the center containing the text "1P". Above this placeholder, a small status bar shows "1 John Phelps" with a camera icon. To the right, a "Participants" panel is open, showing two participants: "LeAnn Brock (Host, me)" and "1 John Phelps", with the latter highlighted. Below the participants panel is a "Chat" panel. A chat message is visible, addressed to "1 John Phelps (privately)" and dated "10:59 AM". The message text reads: "Where can I find the template for submitting comments on the Draft RFP?". Below the chat message is a dropdown menu for the recipient, currently set to "1 John Phelps (Presenter)". At the bottom of the meeting window is a toolbar with icons for audio, video, screen sharing, profile, chat, and a red "X" icon.

# Logistics/Ground Rules

- Nothing stated or presented during this conference should be construed as a revision to the Draft RFP.
- The written terms and conditions of the Final RFP, once released, will govern over information presented today.
- Information provided today is at a summary level and subject to change.

# Purpose of Pre-Solicitation Conference

- Early engagement with interested parties to highlight information regarding the Draft RFP, including:
  - Terms and conditions of specific importance;
  - Proposal instructions and evaluation criteria; and
  - Availability of reference documents.
- Continue engagement to obtain feedback that will be utilized to aid the Department of Energy in developing the resulting Final RFP

Environmental Management Consolidated Business Center | Cincinnati, Ohio



U.S. DEPARTMENT OF  
**ENERGY**

EM Consolidated Business Center

Office Of Environmental Management  
safety ♦ performance ♦ cleanup ♦ closure

## Oak Ridge Reservation Cleanup

[Home](#) | **NEW** [News and Announcements](#) | **NEW** [Pre-Solicitation Conference and One-on-One Sessions](#) |  
**NEW** [Documents Library](#) | **NEW** [Draft RFP](#) | [Final RFP](#) | [Questions and Answers](#) |  
[Request for Information \(RFI\)](#) | [EMCBC](#)

### WELCOME TO THE HOME PAGE FOR THE OAK RIDGE RESERVATION CLEANUP

The U.S. Department of Energy (DOE) is seeking a contractor to perform environmental clean-up on the Oak Ridge Reservation (ORR) including decontamination and demolition (D&D), remediation, waste treatment and disposal operations, and other environmental clean-up support activities. The ORR includes the Y-12 National Security Complex (Y-12), Oak Ridge National Laboratory (ORNL), and East Tennessee Technology Park (ETTP).

# Acquisition Process

- Interested parties should submit questions, comments, input for DOE consideration to the following email address: [ORRCC@emcbc.doe.gov](mailto:ORRCC@emcbc.doe.gov) **by September 17, 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

- DOE intends to post the presentation material from this event on the procurement website.
- For networking purposes, DOE intends to post the registration list for today's event on the procurement website, including contact information for the registrants.
- The Final RFP is anticipated to be issued no sooner than November 2020.
- Once the Final RFP is issued, interested parties should submit questions/comments to email address:  
[ORRCC@emcbc.doe.gov](mailto:ORRCC@emcbc.doe.gov)
- DOE will post questions and answers, without attribution, to the procurement website at:  
<https://www.emcbc.doe.gov/SEB/orrcc/>

# Acquisition Process

- DOE is envisioning a 60 day (calendar) proposal preparation period from the date the Final RFP is released.
- The proposal shall consist of three separate volumes:
  - Volume I – Offer and Other Documents.
  - Volume II – Technical and Management Proposal.
  - Volume III – Cost and Fee Proposal.
- The Offeror's proposal shall be valid for 270 calendar days after due date for receipt of proposals.
- Government intends to award a contract without discussions, as stated in Sections L and M of the RFP.
- Full and Open Competition under NAICS Code 562910, Environmental Remediation Services, SB size standard 750 employees.

# 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, Nevada Environmental Program Services Contract, and the Idaho Cleanup Project

Financial Liability & Environmental Risk Reduction

# ESCM Step 1 - Streamlined Source Selection

	<b>ESCM Streamlined Source Selection:</b>
<b>Technical Evaluation Factors</b> (Descending order of importance)	<ol style="list-style-type: none"> <li>1. Key Personnel</li> <li>2. Past Performance</li> <li>3. Management Approach (Transition, IDIQ Management, Small Business Participation)</li> </ol>
<b>Cost/Price</b>	<ul style="list-style-type: none"> <li>• Transition Task Order</li> <li>• Fully burdened labor rates (excluding fee) for one-year period applied to DOE-provided direct labor hours</li> <li>• Key Personnel Salaries (one-year)</li> <li>• Fee/Profit (one-year)</li> </ul>
<b>Basis for Award</b>	Technical Evaluation Factors are Significantly More Important than Cost/Price
<b>Transition Period</b>	90 Days
<b>Implementation Period</b>	120 days

# ESCM Step 2 - Post Award Task Orders

- Up to 10-year Ordering Period with Minimum Guarantee established
- During Implementation Period, negotiate TO(s) for near term scope(s) of work (not evaluated during pre-award)
- Partner with contractor and regulators (as necessary) to agree on next discrete, scope segment(s) to negotiate
  - Risk-based approach for site closure or end states resulting in:
    - More realistic, reliable pricing of higher fidelity scope
    - Appropriate incentive structure with balanced risk/reward
    - Improved contractor accountability
- “Off Ramp” - If cannot agree on reasonable prices and/or contractor performance is subpar, contract can be ended with no termination liability after minimum ordering guarantee is satisfied.

# Background of ORRCC, Regulatory Environment, Incumbent Contract, ORRCC Acquisition Summary Points/Purpose

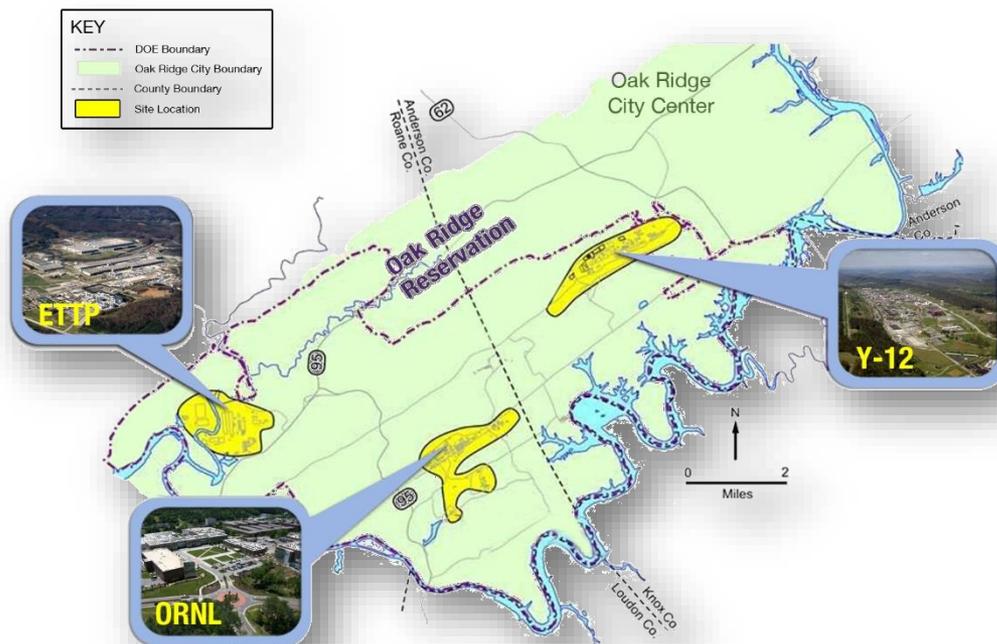
**Michael Pribish**

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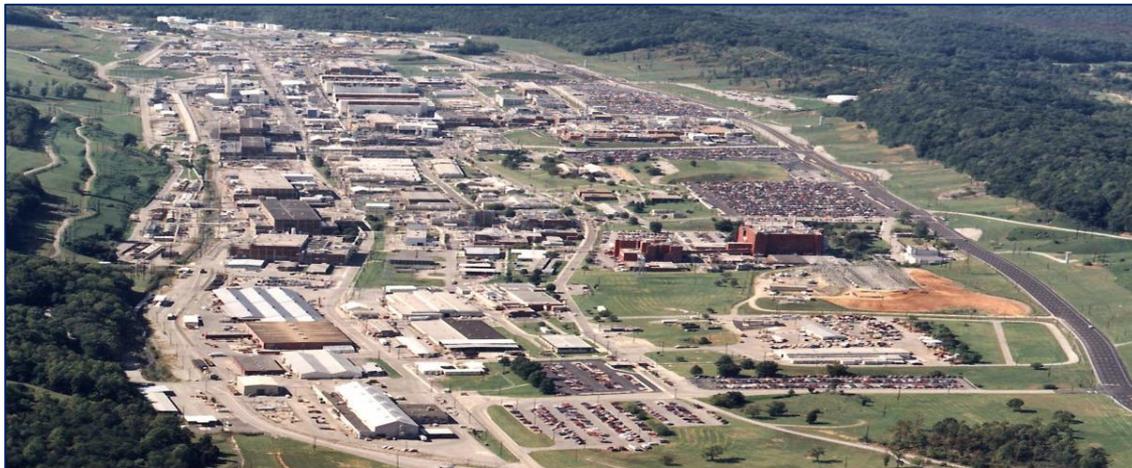
*Quality Assurance Branch Chief  
Oak Ridge Office of Environmental Management*

# Oak Ridge Environmental Management Mission

The OREM mission is to complete cleanup of the Oak Ridge Reservation to protect the region's health and environment, make clean land available for future use, and enable DOE vital missions in Science, Energy, and National Security. This mission supports DOE strategic goals to advance America's sciences, energy security and economic growth, while minimizing the nation's environmental and national security threats.



# Oak Ridge Cleanup Mission



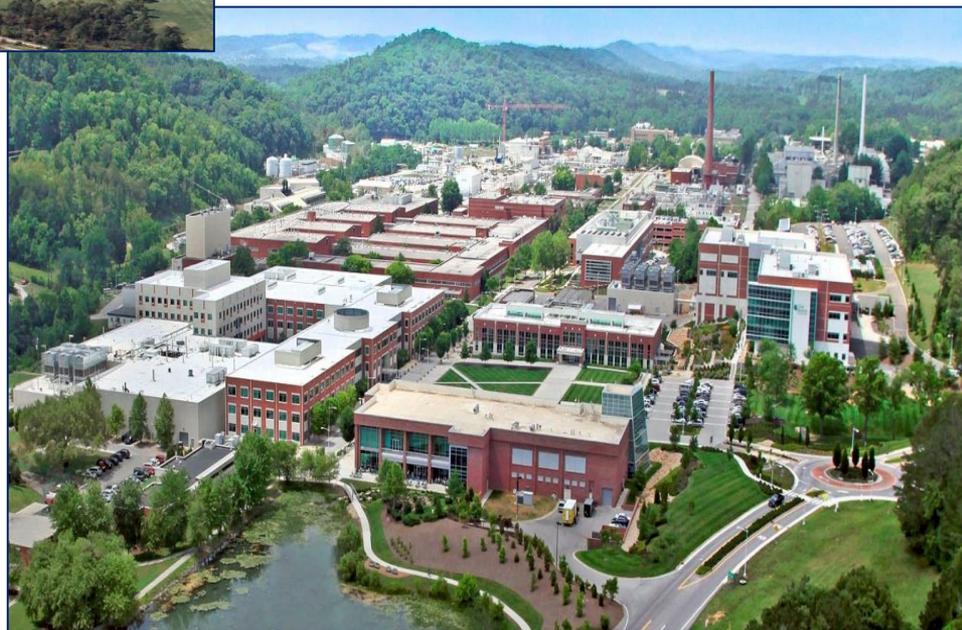
Y-12 National Security Complex (Y-12)

## Main Missions:

- Decontamination & Demolition (D&D) excess facilities at Y-12 and ORNL
- Environmental Remediation across the Oak Ridge Reservation
- Operate and maintain gaseous and waste water treatment systems
- Legacy low and mixed-low waste treatment/disposal

## Three Main Operating Areas:

- Y-12 National Security Complex
- Oak Ridge National Lab
- East Tennessee Technology Park



Oak Ridge National Lab (ORNL)

# Regulatory Deadlines Relative to Period of Performance

Milestone	Date*	Status
Complete Demolition of Reactor Facilities 3005 and 3010 at ORNL	FY 2023	Deactivation is underway
Complete Construction of Outfall 200 at Y-12 (ORRCC is a support function for construction)	FY 2024	Construction is underway
Start of D&D for Isotope Row Facilities at ORNL	FY 2026	Some deactivation work is currently underway
Remediate All Soils and Groundwater at ETPP	FY 2028	Multiple Records of Decision (RODs) in development and planned
Complete Demolition of Beta 4, Alpha 5, and Alpha 4 at Y-12	FY 2026, FY2029, and FY 2031	Beta-4 and Alpha-5 are planned for transfer in the future. Limited D&D is planned for East COLEX (Alpha-4) process equipment before contract transition
Complete Demolition of Isotope Row Facilities at ORNL	FY 2031	Some deactivation work is underway
Complete Demolition of Other Reactor Complex Facilities at ORNL	FY 2035	Deactivation is underway
Remedial Action Report for EMWMF	FY 2034	EMWMF is expected to undergo closure some time before 2030

\*All Federal Facilities Agreement (FFA) dates become enforceable once agreed upon, fall within a two-year period, and are updated in Appendix E of the FFA.

## URS/CH2M Oak Ridge, LLC:

- ❖ Contract Type: Cost Plus Award Fee with Performance-Based Incentives
- ❖ Award Value: \$2.2 Billion
- ❖ Current Value: \$3.3 Billion (does not include definitization of the extension)
- ❖ Performance Period: April 09, 2011 to July 31, 2021 (with two 6-month option periods potentially extending to July 31, 2022)
- ❖ Scope: Decontamination and demolition and environmental remediation of the East Tennessee Technology Park



East Tennessee Technology Park

# ORRCC 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: \$8.3B 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

# ORRCC Scope of Work

## Six Main Categories for ORRCC Scope of Work:

- ETTP cleanup and remedial actions
- Cleanup of ORNL excess facilities
- Cleanup of Y-12 excess facilities
- New onsite disposal facility, Environmental Management Disposal Facility (EMDF)
- Operation and surveillance and maintenance for multiple EM operational and non-operational facilities
- Core Functions for central and project services



**East Tennessee Technology Park**, formerly known as the K-25 plant, was established as part of the Manhattan Project and was home to a complex of facilities that enriched uranium. In addition to defense missions, the plant produced enriched uranium for the commercial nuclear power industry from 1945 to 1985. In 1987, DOE terminated uranium enrichment operations in Oak Ridge and closed the site. As a result of these operations, ETTP had a legacy of contaminated buildings, soil, sediment, and groundwater that require remediation for the protection of human health and the environment.

- DOE ceased all gaseous diffusion operations at the K-25 plant in 1987. The centrifuge uranium separation program that was also at the plant was terminated in 1985
- EM cleanup of the 2,200-acre site began in 1989
- Site was renamed the East Tennessee Technology Park in 1997 and began its transition into a privately owned and operated industrial park

**Currently**, OREM is nearing the completion of cleanup at ETTP and is steadily transferring buildings, land, and infrastructure to the Community Reuse Organization of East Tennessee (CROET). The non-profit organization then markets and transfers these assets to private.

## ETTP AT A GLANCE

**Location:** Oak Ridge, TN

**Site Manager:** DOE Office of EM,  
Community Reuse Organization of  
East Tennessee

**Contractor:** UCOR

For CERCLA decision making purposes, ETTP is divided into two areas:

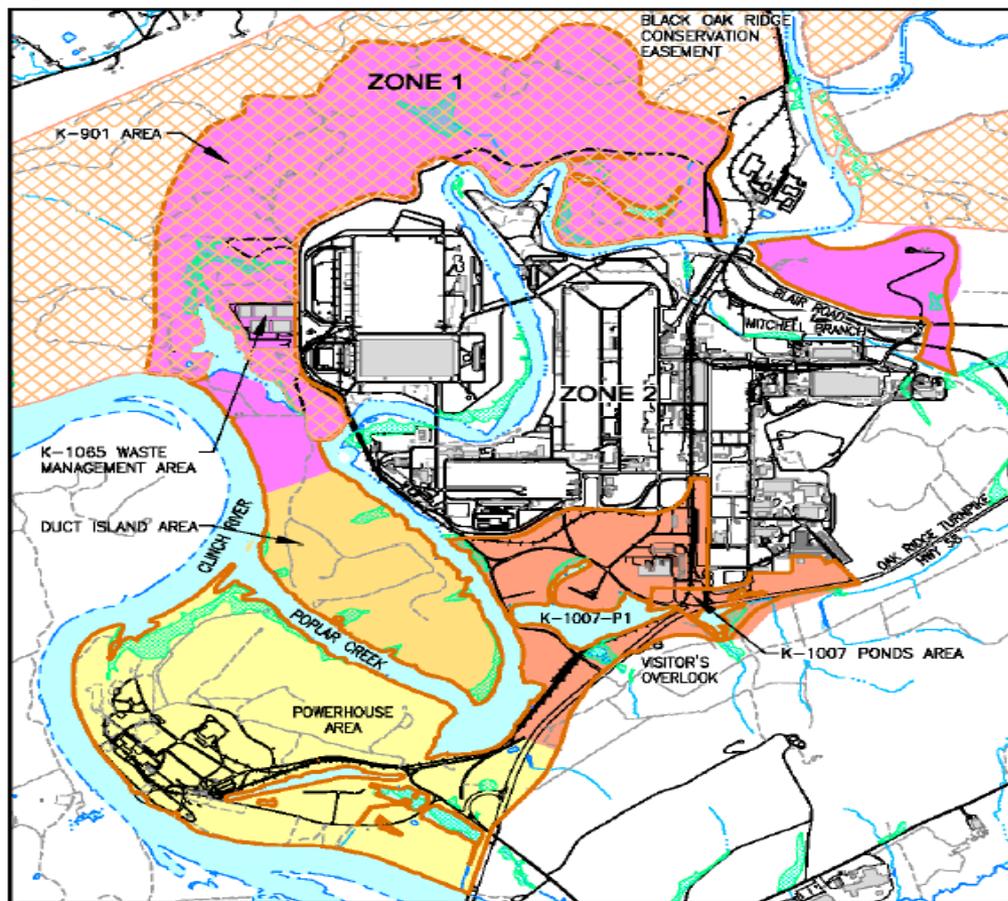
Zone 1 - 1,300 acres, outside the original fence

Zone 2 - 800 acres, inside the original fence

Zone 1 has been divided into four project areas based on geography and previous land use:

- K-901 Area
- Powerhouse Area
- Duct Island Area
- K-1007 Pond Area

Zone 2 includes the main plant, laboratory, administration, and disposal areas, as well as maintenance shops and support facilities for the former plant.



# Cleanup of ORNL Excess Facilities



- **The Oak Ridge National Laboratory (ORNL)** was established in 1943 as part of the secret Manhattan Project to pioneer a method for producing and separating plutonium. During the 1950s and 1960s, and with the creation of DOE in the 1970s, ORNL became an international center for the study of nuclear energy and related research in the physical and life sciences.
- Main ORNL site occupies approximately 4,470 acres and includes facilities in two valleys, Bethel Valley and Melton Valley, as well as the Spallation Neutron Source on Chestnut Ridge.
- **Currently**, ORNL supports the nation with a science and technology mission much different from the work carried out during the Manhattan Project. Major science program investments have yielded modern research capability and capacity, enabling the expansion of ORNL core competencies and infrastructure to meet customer needs
- The nation's \$2B investment at ORNL since 2000 has allowed it to become one of the world's largest and most advanced science and energy research institutions, enabling scientific discovery in materials and chemical sciences, nuclear science, supercomputing and energy research.

## ORNL AT A GLANCE

**Location:** Oak Ridge, TN

**Type:** Multiprogram

**Responsible Site Office:** DOE-Office of Science

**Site M&O Contractor:** UT-Battelle

# Cleanup of ORNL Excess Facilities

- Reactor Facilities (e.g., Bulk Shielding, Low Intensity Test, MSRE)
- Isotope Area Facilities
- Radioisotope Production Laboratory
- Fission Product Development Laboratory and Facilities
- Tower Shielding Facilities
- Graphite Reactor Historic Preservation



# Cleanup of Y-12 Excess Facilities



**The Y-12 National Security Complex** is an 811-acre site located in the northeastern portion of the larger 34,000 acre DOE Oak Ridge Reservation. Construction of Y-12 began in 1943 as part of the secret Manhattan Project. Early missions at the Y-12 site included uranium and lithium isotope separations and the manufacture of nuclear weapons components. Mercury is the prevalent legacy contaminant at Y-12, but significant beryllium, uranium, and other chemicals are also present.

**Currently,** Y-12 is an active manufacturing and developmental Engineering facility. Current mission includes NNSA assignments in stockpile stewardship and nonproliferation as well as special production support to other programs. A significant recapitalization and rehabilitation program, combined with design and construction of new facilities is ongoing.

## Y-12 AT A GLANCE

**Location:** Oak Ridge, TN

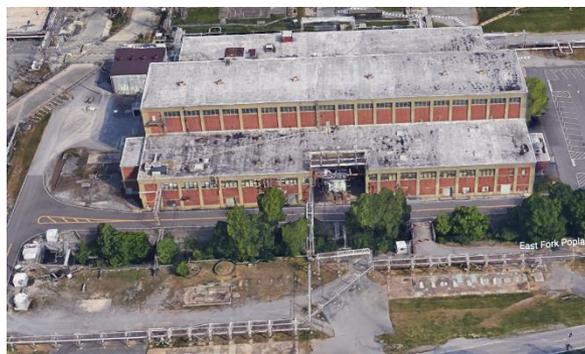
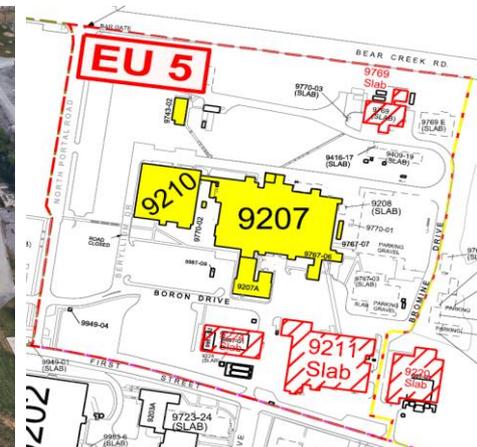
**Type:** National Security

**Responsible Site Office:** DOE-NNSA

**Site M&O Contractor:** Consolidated Nuclear Services (CNS)

# Cleanup of Y-12 Excess Facilities

- Biology Complex
- Y-12 Exposure Unit 5 Remediation
- Alpha Buildings (2-5)
- Beta Buildings (1 and 4)
- 9206 and 9213 Complexes
- Steam Plant Complex
- Tank Facilities Complex
- Beta 3 and 9731 Historic Preservation



# New Onsite Disposal Facility, EMDF

- The EMDF is planned to have a capacity of approximately 2.2 million cubic yards and will be constructed in three phases, as capacity is needed.
- The Contractor will complete the following activities:
  - Complete design for EMDF in accordance DOE Order 413.3B.
  - Perform construction activities in accordance with regulatory requirements, facility design and DOE Order 413.3B in a manner that ensures continuous waste disposal operations, stakeholder acceptance, and timely regulatory approvals.
  - Perform start up activities ensuring continuous waste disposal operations, stakeholder acceptance, and timely regulatory approvals in accordance with regulatory requirements and DOE Order 413.3B, including documentation for CD-4.



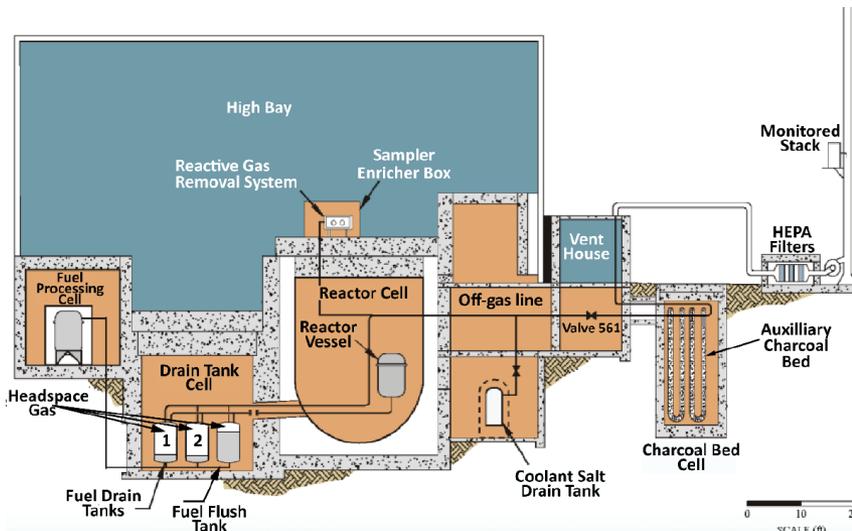
# Operation of EM-owned Facilities

- Safe, compliant and reliable operation of the ORNL Liquid and Gaseous Waste Operations (LGWO) systems.
- Completion of identified necessary life extension repairs and upgrades to ensure long-term reliability of LGWO.
- Safe storage of the transuranic (TRU) waste inventory at ORNL until shipped to WIPP.
- Shipment support to WIPP activities for the contact and remote handled TRU waste inventory.
- Continuous, compliant, and cost-effective operation and maintenance of the OREM onsite waste disposal facilities.
- Outfall 200 Mercury Treatment Facility construction support, checkout, testing, commissioning, and operations.



# Surveillance and Maintenance

- Surveillance and Maintenance of EM-owned Facilities and Sites at ORNL and Y-12 to ensure a safe and stable condition that minimizes risks pending facility demolition and/or site remediation:
  - Proactively implement material actions to reduce the existing facility maintenance backlog and minimize future backlog.
  - Characterize and dispose of all wastes generated from S&M activities.
  - Conduct required S&M in compliance with laws, regulations, permits, agreements, DOE Orders, and decision documents.
  - Cleanup actions shall be considered as a viable alternative to continued S&M.



Core Functions are defined as those programs that must exist to safely and effectively perform the mission of the ORR Cleanup Contract.

- Central Services (examples)

- Health and Safety
- Radiation Protection
- Nuclear and Criticality Safety
- Quality Assurance
- Environmental Protection
- Records Management
- Public Relations and Media Support
- Legal Management
- Safeguards and Security
- Information Technology
- Audit Support Services

- Project Services (examples)

- Reservation Management
- Reindustrialization
- Emergency Management
- Fire Protection
- Technology Development
- Historic Preservation
- Analytical Services
- Transportation Services
- Waste Management
- Land Use Controls

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

**LeAnn Brock**

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*Contracting Officer*

*EM Consolidated Business Center*

# Streamlined Source Selection Procedures

- The Vol. II technical evaluation will consider:
  - 1) Key Personnel (including Oral Presentation 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 and fee evaluation (Total Evaluated Price) will consider:
  - 1) Transition Cost;
  - 2) Proposed fully burdened labor rates (excluding fee) for CY 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 (CY 2022).

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

## Section L.10 (a) - Definitions.

**Offeror**. The Offeror **shall** be a separate corporate entity from its parent company(s) who is set up solely to perform this Contract. The Offeror may be a single corporation or a “Contractor team arrangement” as defined in FAR 9.601(1). The Offeror must be legally established on or before the date for submission of proposals.

**Teaming Subcontractor**. A “Teaming Subcontractor” is any subcontractor that will perform work that is incorporated into the Offeror’s Technical and Management Proposal and that the prime Offeror considers necessary to enhance its team’s Technical and Management Proposal or ability to meet delivery requirements within the Master IDIQ PWS.

# Draft RFP Section H – Separate Corporate Entity

## DOE-H-2015 Separate Corporate Entity (Oct 2014)

The Contractor under this Contract shall be a separate corporate entity from its parent company(s). The separate corporate entity may be a partnership or joint venture as described in FAR Subpart 9.601(1), Contractor Team Arrangements, Definition. The separate corporate entity must be set up solely to perform this Contract, and shall be totally responsible for all Contract activities. The separate corporate entity shall perform no other commercial work or work for other Government agencies except as may be authorized under the terms of this Contract. The Contractor shall not utilize or otherwise divert contract employees to other corporate work except as may be authorized under the terms of the Contract or as otherwise authorized by the CO.

# Draft RFP Section H – Performance Guarantee Agreement

## DOE-H-2016 Performance Guarantee Agreement (Oct 2014)

The Contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the Contract in Section J, Attachment J-4. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the CO.

# Vol II – Factor 1, Key Personnel

## Key Personnel

*The Key Personnel section, which is exclusive of the Key Personnel résumés and letters of commitment, shall not exceed five (5) pages. The Key Personnel résumés are limited to four (4) pages for each résumé and one (1) page for each letter of commitment.*

- **Key Personnel**

One required position (Program Manager) along with any additional KP positions proposed by the Offeror (no limit). DOE's evaluation of the Program Manager will be the most important aspect of the evaluation of key personnel.

- **Resume**

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

# Vol II – Factor 1, Key Personnel

## Key Personnel Team

- The offerors will be evaluated on the rationale for the selection of the proposed non-required key personnel positions regarding why they are essential to the successful performance of the entire Master IDIQ PWS.
- The evaluation will include an assessment as to whether the Offeror has demonstrated the appropriate KP team, which will include depth and breadth of experience in the following elements:
  - 1) Recent and relevant management experience in direct project execution in the field;
  - 2) Experience at partnering and good-faith negotiations with client(s) that achieved measurable performance improvements;
  - 3) Experience in developing and implementing innovative approaches;
  - 4) Experience in successful regulatory interactions with demonstrated positive benefit to the client(s); and
  - 5) Experience in human resources and benefits management.

# Vol II – Factor 1, Key Personnel

- **Oral problem scenario – Key Personnel**



- **Oral interview – Program Manager**

DOE may utilize virtual procedures to conduct the oral problem scenario with each Offeror's proposed key personnel team and the interview with the Program Managers; however, would prefer to conduct them in person.



# Section H – Special Contract Requirements (Key Personnel)

## Section H Clauses:

### H.44 DOE-H-2070 Key Personnel – Alternate I (Oct 2014) Contract Fee

#### Reductions for Changes to Key Personnel:

- Program Manager – If removed, replaced, or diverted within three years of being placed in the position, the earned fee under the Contract may be permanently reduced by \$1,000,000 for each and every such occurrence.
- Other than Program Manager – If removed, replaced, or diverted within three years of being placed in the position, the earned fee may be permanently reduced by up to \$500,000 for each and every such occurrence.

# Vol II – Factor 2, Past Performance

## Past Performance.

- The Past Performance section of the proposal shall be limited to the:
  - 1) Attachment L-3, Past Performance Reference Information Forms (limited to seven (7) pages for each reference contract)
  - 2) Attachment L-5, List of Contracts Terminated for Default, Cure Notices, and Conditional Payment of Fee/Profit/Other Incentive Actions
  - 3) Attachment L-9, List of DOE Contracts
  - 4) Past Performance Consent Statement(s)
- Contracts information. The Offeror, to include all members of a teaming arrangement, as defined in FAR 9.601(1), shall provide past performance information on **up to three (3) contracts per member**, either currently being performed or completed by the Offeror/members, **and up to two (2) contracts for each proposed Teaming Subcontractor.**
- The Offeror shall only provide past performance information for contracts that are currently being performed or have a period of performance end date within the last four (4) years from the original solicitation issuance date.

# Vol II – Factor 2, Past Performance

**Past Performance.** Offerors, to include all members of a teaming arrangement, will be evaluated on relevant and recent past performance information obtained for work similar in scope, size, and complexity to the portion of the Master IDIQ PWS that each entity is proposed to perform

- Scope:** Type of work (e.g., work as identified in the Master IDIQ PWS), including similar work of a non-nuclear nature and/or similar non-DOE work)
- Size:** Dollar value
- Complexity:** Performance challenges (e.g., overcoming barriers to safely accelerate work scope; maintaining, operating, and performing decommissioning and demolition of aging facilities; maintaining compliance in a complex regulatory environment; management of work through multiple funding sources; subcontractor management, management of large complex contracts in highly regulated industries; management of complex CHRM requirements set forth in Section H; and successful partnerships with the Government, Client, and Regulators)

# Vol II – Factor 2, Past Performance

## Past Performance.

- The Government may consider past performance information from sources other than those provided by the Offeror.

Note: DOE contracts are not necessarily evaluated with more relevance than non-DOE contracts, based on the sole fact that it was work for DOE. The evaluation of relevancy is based on the factors listed above [size, scope and complexity].

- In addition, the Government may consider any other information determined to be reasonably predictive of the quality of the Offeror's performance under this proposed contract, **such as information bearing on the Offeror's integrity and business ethics. This other information is not limited to contracts found to be relevant to this procurement in terms of scope, size, and complexity.**

# Vol II – Factor 2, Past Performance

- **Newly formed entity and predecessor companies.**

The evaluation of past performance for the Offeror and any Teaming Subcontractor(s) may be based on the past performance of its parent organization(s), member organizations in a joint venture, limited liability company, or other similar or affiliated companies, **provided the Offeror's proposal demonstrates that the resources of the parent, member, or affiliated company will be provided or relied upon in contract performance such that the parent, member, or affiliate will have meaningful involvement in contract performance.**

# Vol II – Factor 2, Past Performance

- Meaningful Involvement.
- Meaningful involvement means the parent, member, or affiliate will provide material supplies, equipment, personnel, or other tangible assets to contract performance; or that the common parent will utilize the expertise, best practices, lessons learned, or similar resources from the affiliate to affect the performance of the Offeror.
- Past performance information from predecessor companies that existed prior to any mergers or acquisitions may also be considered **where the Offeror's proposal demonstrates such performance reasonably can be predictive of the Offeror's performance.**
- *Refer to Question 21 on the Attachment L-3 form requiring such details.*

# Vol II – Factor 3, Mgmt. Approach

## Management Approach (15 page limit).

- Contract Transition Approach: DOE will evaluate the Offeror's approach to achieve the Contract Transition Task Order requirements, including Contractor Human Resource Management (CHRM) requirements in Section H, for the safe, effective, and efficient transfer of responsibility for execution of the Master IDIQ Contract with little or no disruption to ongoing operations.
- IDIQ Management Approach: DOE will evaluate the Offeror's management approach to effectively manage, implement (including good faith negotiations with DOE), execute and accomplish multiple Task Orders for the Master IDIQ PWS; to interface and collaborate with other site contractors; non-EM site offices, and stakeholders; and to partner with DOE and the Regulators to achieve desired End States while avoiding impacts to site Program missions.
- Small Business Participation: DOE will evaluate the Offeror's approach to meet or exceed the small business subcontracting requirement of **22%** of the cumulative value of Task Orders, including subcontracting of meaningful work scope.

# Vol III Cost and Fee

- The Cost and Fee Proposal will not be adjectivally rated or point scored, but will be considered in the overall evaluation of proposals in determining the best value to the Government.
- Attachment L-6, Cost and Fee/Profit Elements Workbook

<b>OAK RIDGE RESERVATION CLEANUP CONTRACT</b>	
<b>SOLICITATION NO. 89303319REM000047</b>	
<b>Summary of Cost and Fee/Profit Element</b>	
<b>Proposed Elements of Cost and Fee/Profit</b>	<b>Proposed</b>
Transition Costs (from Attachment L-6a)	
<b>Fully Burdened Labor Costs (from Attachment L-6b)</b>	
Key Personnel Costs (from Attachment L-6c)	
Proposed Fee/Profit (from Attachment L-6d)	
Sum Total	

# Vol III – Cost and Fee

- Vol. III will be evaluated for cost realism and price reasonableness per FAR 15.404-1 and FAR 15.402(a). The evaluation will include:
  - a cost realism analysis of the Offeror’s proposed Contract Transition Task Order costs,
  - a price reasonableness analysis of the proposed fully burdened labor rates (excluding fee) for CY 2022 applied to the DOE provided direct labor hours, and
  - a price reasonableness analysis of the key personnel costs (first year)
  - evaluation of proposed fee/profit

Calendar Year	Task Order Type	Estimated Costs	Proposed Fee/Profit Percentage*	Proposed Fee/Profit
CY 2022	CPAF	\$210,000,000	[Offeror Fill-In]*	\$(Offeror Fill-In)
CY 2022	CPIF	\$ 228,500,000	[Offeror Fill-In]*	\$(Offeror Fill-In)
CY 2022	CPFF	\$ 92,500,000	[Offeror Fill-In]*	\$(Offeror Fill-In)
CY 2022	FFP	\$ 25,000,000	[Offeror Fill-In]*	\$(Offeror Fill-In)
Total		\$556,000,000		<b>\$(Offeror Fill-In)</b>

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

**Section K clause K.7, *Certification Regarding Facility Clearance – Foreign Ownership, Control or Influence (FOCI) Information***, is applicable to all Offerors in terms of either new FOCI registrations or documentation of the existing facility clearance.

**L.12 (h) Facility clearance verification (Vol. I Responsibility Determination)**

- All Offerors, JV/LLC member(s), and Teaming Subcontractors (if applicable) that do not possess a DOE/NRC Facility Clearance number, shall complete the required entries into the DOE Foreign Ownership, Control, or Influence (FOCI) Electronic Submission System (ESS) located at <https://foci.anl.gov/>. Use of the DOE FOCI ESS is mandatory for all Offerors, JV/LLC member(s), and Teaming Subcontractors (if applicable) that do not possess a Facility Clearance.
- Designate all Key Management Personnel (KMP) (specific to FOCI only; this is **not** the same as Key Personnel as defined in Section H) in e-FOCI and the security clearance held by each, as applicable. At a minimum, KMP must include the positions of the President and Facility Security Officer (FSO).

### L.11 (h) Facility clearance verification (Vol. I Responsibility Determination) (cont.)

- If any member of the Offeror or Tier Parents of the Offeror are under FOCI, the Offeror shall submit a draft FOCI Mitigation Plan for review by the appropriate Cognizant Security Office (CSO). If the CSO has questions regarding any of the FOCI Verification, Facility Clearance Information, and/or the draft FOCI Mitigation Plan, it may reach out to the Offeror during the evaluation process for clarifications.
  - ***Note: This will not constitute “negotiations” (or “discussions”) as defined in paragraph (d) of FAR 15.306 or obligate the Government to conduct discussions; nor constitute a “proposal revision” as defined in FAR 15.001.***
- Highly encouraged to transmit FOCI information before proposal receipt deadline.
- Electronic signatures cannot be accepted; thus, the signed original SF-328, and any other forms requiring a signature or seal shall be printed, signed, and submitted to the federal FOCI Operations Manager at the mailing address provided in the system.
- When filling out the New User Registration information in the DOE FOCI ESS, select **“Environmental Management Consolidated Business Center”** as the FOCI Office
- Include the solicitation name and number in the “Reason for Request” field.
- If the Department identifies missing information, the Offeror shall submit any information requested by the Department (FOCI Manager or CO) as soon as possible.

## **L.21 Instructions Regarding Non-Public Government Information/Source Selection Information**

The Offeror shall not utilize non-public government information (as defined by the United States Office of Government Ethics) or source selection information (as defined in FAR 2.101) in the preparation of the Offeror's proposal submission as it could result in an unfair competitive advantage in the procurement. An Offeror's utilization of any individual(s) who may possess non-public government information or source selection information (obtained through their employment or by other means) may result in a perceived or actual unfair competitive advantage. Utilization of non-public government information or source selection information to prepare its proposal in response to the subject solicitation may disqualify the Offeror's proposal from award. Utilization of information obtained by a contractor over the normal course of business, is not subject to the Organizational Conflict of Interest provisions of this solicitation.

# Contractor Human Resource Management (CHRM) Requirements

## CHRM Overview

**Peggy Doherty**

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*Senior Contractor HR Specialist  
EM Consolidated Business Center*

## 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, establishing pay and benefit programs, and managing HR elements throughout the period of performance.
- Offerors should review ALL of the CHRM, Section H clauses in detail. They describe the Contractor's obligated responsibilities regarding workforce-related matters such as:
  - Workforce Transition and Employee Hiring Preferences (H.4)
  - Employee Compensation: Pay and Benefits (H.5)
  - Workforce Transition and Benefits Transition: Plans and Timeframes (H.7)
  - Labor Relations (H.9)
  - Workforce Restructuring (H.10)

## H.4 WORKFORCE TRANSITION AND EMPLOYEE HIRING PREFERENCES:

- The Contractor shall provide, during the transition period and throughout the period of performance, preferences in hiring to eligible employees for non-managerial position vacancies, in accordance with the requirements established in H.4.
- The intent of this clause is two-fold. First, to maintain continuity of operations and carry critical knowledge through the mission. Second, 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 considerations in this clause and Offerors are advised to read it.

## H.5 EMPLOYEE COMPENSATION: PAY AND BENEFITS

- Contractor will be required to become a Sponsor to the existing ETTP Pension Plan for “grandfathered” employees and other benefit plans (or comparable successor plans) for incumbent employees listed in H.5(i)(1).
- Contractor will be required to maintain the qualified status of the Pension Plan consistent with the requirements of the 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.
- DOE reimburses the Contractor’s indirect costs of the benefit Plans, with the exception of the ETTP Plan, which DOE directly pays the costs for this legacy plan.
- The ETTP Multiemployer Pension Plan(ETTP MEPP) is posted to EMCBC Core Acq. website at:  
<https://www.emcbc.doe.gov/SEB/PortsmouthISS/Documents/Document%20Library/ETTP%20MEPP.pdf>

## **H.5 EMPLOYEE COMPENSATION: PAY AND BENEFITS (cont.)**

- Incumbent Employees are to be provided:
  - Equivalent base pay for at least the first year
  - Comparable benefits package to what they currently receive
- Non-incumbent Employees are to be provided a 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

## **H.7 WORKFORCE TRANSITION AND BENEFITS TRANSITION**

- Critical Plans to be submitted for Contracting Officer Approval after the effective date of the Transition Task Order Notice to Proceed (NTP):
  - Workforce Transition Plan – draft due within 15 days
  - Benefits Transition Plan – draft due within 20 days
  - Contractor Employee Compensation Plan – close of contract transition
- Contractor to provide the CO with a list of Contractor personnel who will be responsible for transition activities within 10 days after receiving the NTP.
- Submittal requirements for various transition reports and information will vary from 10 days to 60 days after receiving the NTP.
- Contractor shall submit reports on a weekly basis to the CO regarding implementation of hiring preferences required by Clause H.4 during the 90-day transition period.

## H.9 LABOR RELATIONS

- The Contractor shall respect the right of employees to be free from discrimination in the workplace.
- *Per paragraph(b):* Consistent with applicable labor laws and regulations, the Contractor shall recognize and bargain in good faith with the collective bargaining representative(s) of employees performing work that has previously been performed by represented employees and is covered by the scope of this Contract.
- *Per paragraph (f):* The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure no disruption in services during the performance of the Contract. All such agreements entered into the Contract period of performance should, to the extent that the parties to those collective bargaining agreements agree, provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout or other disruption in services.

## H.10 WORKFORCE RESTRUCTURING

- The Contractor shall regularly analyze workforce requirements and will develop appropriate workforce restructuring strategies to ensure continued availability of the critical workforce knowledge, skills, and abilities necessary for performance under this Contract.
- When the Contractor determines that a change in the workforce is necessary, the Contractor shall accomplish the workforce restructuring action consistent with DOE policy requirements as set forth in this clause.

# Overview of Draft RFP Sections B, H, I, J (post-award)

**LeAnn Brock**

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*Contracting Officer*

*EM Consolidated Business Center*

# Section B – Task Order Fee/Profit Ceiling

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

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

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

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

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

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

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

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

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

# Section H – Task Ordering Procedure

- Specific task orders will be issued throughout the ten-year contract ordering period to implement various aspects of the master performance work statement. The CO will issue a Request for Task Order Proposal (RTP) in accordance with the Master IDIQ Contract Section H.51 Task Ordering Procedure, paragraph (c).
- The Contractor shall expediently provide the CO with the requested task order proposal(s) that are compliant with FAR Subpart 15.4, paragraph (f) of the H.51 clause (refers to Att. J-11 IDIQ Labor Rate Schedule), section B.5 Task Order Fee/Profit Ceiling, and also shall include separate small business subcontracting goals specific to each Task Order.
- DRAFT RTPs are provided on the EMCBC procurement website, in the documents library.
  - Draft Request for Task Order 2 – Contract Implementation
  - Draft Request for Task Order 3 – Mission Support Activities
  - Draft Request for Task Order 4 – End States Cleanup

# Section H – Subcontracted Work

## H.52 SUBCONTRACTED WORK

The Contractor shall subcontract at least twenty-two (22) percent of the cumulative value of Task Orders (excluding the Transition Task Order) issued under this contract to small businesses (not including government furnished costs for Reservation Management and Post-Retirement Medical Benefits, Long-Term Disability, and Pension Contribution; and estimated costs for Transition and the site usage fees provided to other site contractors).

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).**

## H.57 PARTNERING

The Contractor and the Government will establish a non-binding, signed Partnering Agreement for the cleanup of the Oak Ridge Reservation. 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.

# Section H – OCI Affiliate Clause

## **H.68 ORGANIZATIONAL CONFLICT OF INTEREST – AFFILIATE(S)**

The prime contractor is prohibited from entering into a subcontract arrangement with any affiliate or any affiliate of its partners, or utilize any affiliate or affiliate of its partners, to perform work under a subcontract.

Such contractual relationship(s) are presumed to create an impaired objectivity type conflict of interest. If the contractor believes the capabilities of an affiliate could be utilized in such a manner as to neutralize or avoid the existence of an organizational conflict of interest, the Contractor must obtain the CO's written consent prior to placing the subcontract.

For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

# Section I Clauses Related to Integrated Accounting

## Deviation: Clauses included in Draft RFP:

- DEAR 970.5232-2 Payments and Advances (Dec 2000) – Alt I (Dec 2000), Alt II (Dec 2000) and Alt III (Dec 2000)
- DEAR 970.5232-3 Accounts, Records, and Inspection (Dec 2010) - Alt I (Dec 2000)
- DEAR 970.5203-1 Management Controls (Jun 2007)
- DEAR 970.5232-5 Liability With Respect to Cost Accounting Standards (Dec 2000)
- DEAR 970.5232-7 Financial Management System (Dec 2000)
- DEAR 970.5232-8 Integrated Accounting (Dec 2000)
- DEAR 970.5242-1 Penalties for Unallowable Costs (Aug 2009)

## Deviation: Clauses deleted from Draft RFP:

- FAR 52.215-2 Audit and Records – Negotiation (Oct 2010)
- FAR 52.216-7 Allowable Cost and Payment (Aug 2018)

# Section J – Structure

Attachment Number	Title of Attachment
J-1	Acronym List
J-2	Requirements Sources and Implementing Documents
J-3	Site Services and Interface Requirements
J-4	Performance Guarantee Agreement (to be inserted at the time of contract award)
J-5	Master Small Business Subcontracting Plan (to be inserted at the time of contract award)
J-6	Wage Determinations – Service Contract Labor Standards (formerly known as the Service Contract Act [SCA]) and Construction Wage Rate Requirements (formerly known as the Davis-Bacon Act [DBA])
J-7	Contract Deliverables
J-8	Government-Furnished Services and Information (GFS/I)
J-9	Contractor’s Community Commitment Plan (to be inserted at the time of contract award)
J-10	Labor Standards Board Process (Reference Section H Clause entitled, <i>Labor Standards</i> )
J-11	IDIQ Labor Rate Schedule (to be inserted at the time of contract award)
J-12	Difficult to Dispose Of Waste
J-13	Special Financial Institution Account Agreement (to be inserted after contract award)
J-14	Crosswalk of PWS and Funding Sources
J-15	Task Order Tracking Matrix
J-16	Performance Evaluation and Measurement Plan (to be inserted after contract award)

# Task Order Overview (Attach J-15)

Task Order #	Task Order Title	Task Order Type	Task Order Period of Performance
1	<b>Transition</b>	Cost (No Fee)	90 days
2*	<b>Contract Implementation</b> <ul style="list-style-type: none"> <li>Assume full responsibility for work performance</li> <li>Keep existing work ongoing while task orders 3 and 4 are negotiated.</li> </ul>	CPIF	120 days
3*	<b>Mission Support Activities</b> <ul style="list-style-type: none"> <li>ORNL Liquid and Gaseous Waste Operations and Life Extension</li> <li>Transuranic Waste Debris Storage and Shipment Support</li> <li>ORNL and Y-12 Surveillance and Maintenance of EM Facilities and Sites, and Environmental Monitoring</li> <li>CERCLA Disposal Facilities and ORR Landfills Management and Operations including EMDF Design and Construction</li> <li>Core Functions: Health and Safety, Radiation Protection, Nuclear and Criticality Safety, QA, Records Management, Pension and Benefits</li> </ul>	CPIF	2 years
4*	<b>End States Cleanup</b> <ul style="list-style-type: none"> <li>Characterization, Preparation for Demolition, Demolition, and Environmental Media Remediation activities for PWS elements identified in the formal request for task order proposal</li> </ul>	CPIF	2 years

\*Task Orders will be negotiated post award. Draft RTPs are located on the ORRCC Procurement Website within the Documents Library

# One-on-One Session Logistics/Ground Rules

- The purpose of the one-on-one sessions is to discuss the recently issued ORRCC Draft RFP, 89303319REM000047.
- Meetings will not be more than 30 minutes.
- Opportunity for interested parties to present their thoughts and suggestions on the procurement.
- There will be no negative ramifications for a firm choosing not to participate or cancelling their scheduled time.
- DOE is not requesting and will not accept company marketing material.
- Walk-ins will not be permitted.

# Site Tour

- Industry is encouraged to review the material provided for the virtual site tour.
- The site tour information will be posted to:  
<https://www.emcbc.doe.gov/seb/orrcc/Pre-Solicitation%20Conference%20and%20Site%20Tour.php>
- You may submit questions about the tour to [ORRCC@emcbc.doe.gov](mailto:ORRCC@emcbc.doe.gov). Questions and answers may be released to all parties via the procurement website.