



U.S. DEPARTMENT OF
ENERGY

OFFICE OF
**ENVIRONMENTAL
MANAGEMENT**

Los Alamos Legacy Cleanup Contract (LLCC) Draft Request For Proposal

David Rhodes

Director, Office of Quality & Regulatory Compliance
Environmental Management Los Alamos Field Office

July 27, 2016

Agenda

- **Purpose**
- **Acquisition History**
- **Overview of the Acquisition Process**
- **Overview of the Draft Request for Proposal (RFP)**
- **Acquisition Schedule**
- **Questions and Answers**

Purpose of Pre-Solicitation Conference

- Early engagement with interested parties to highlight information regarding the Draft RFP.
- Identify and resolve concerns regarding the contents of the Draft RFP, including:
 - Feasibility of the requirement definition.
 - Suitability of the proposal instructions and evaluation criteria.
 - Availability of reference documents.
 - Any other industry concerns or questions.

Current LANL “Bridge” Contract

- Los Alamos National Security, LLC
 - LANS is comprised of the following partner companies: University of California, Bechtel, AECOM and B&W.
- Approximately \$310M, Cost-Plus-Award-Fee (CPAF) Contract
- Expires 9/30/17, including options
- The LANL Bridge Contract is posted on the procurement website under the “Documents Library” tab.

Acquisition Process

- Draft RFP was released to industry on May 26, 2016.
 - Industry is encouraged to comment on the Draft RFP by June 24, 2016.
 - Interested parties should submit questions/comments for DOE consideration to the following email address: LLCC@emcbc.doe.gov
 - All comments shall be submitted in the Microsoft Word format provided on the procurement website (please do not edit the format with the exception of adding rows as needed).
 - DOE will carefully consider all comments received in response to the Draft RFP in preparing the Final RFP.
 - DOE is not required to officially respond to any verbal or written questions or comments pertaining to the Draft RFP.


Acquisition Process

The Final RFP is anticipated to be issued in August 2016.

- Once the Final RFP is issued, interested parties should submit questions/comments to email address:
LLCC@emcbc.doe.gov
- DOE will post questions and answers to the procurement website at:
<https://www.emcbc.doe.gov/SEB/LLCC/>

<https://www.emcbc.doe.gov/SEB/LLCC/>

Environmental Management Consolidated Business Center | Cincinnati, Ohio

 U.S. DEPARTMENT OF
ENERGY

EM Consolidated Business Center Office Of Environmental Management
safety ↕ performance ↕ cleanup ↕ closure

Office of Environmental Management Los Alamos Legacy Cleanup Contract (LLCC)

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**WELCOME TO THE HOME PAGE
FOR THE
Office of Environmental Management
Los Alamos Legacy Cleanup Contract (LLCC)**

The U.S. Department of Energy (DOE) Office of Environmental Management (EM) has completed the acquisition planning phase for the upcoming new procurement for legacy cleanup projects at the Los Alamos National Laboratory (LANL), hereafter referred to as "Los Alamos Legacy Cleanup Contract". Since its inception in 1943 as part of the Manhattan Project, LANL's primary mission has been nuclear weapons research and development. The LANL EM Program mission is to safely secure and to achieve cleanup and risk reduction of legacy material, facilities, and waste sites at LANL in support of DOE's Strategic Plan to safely complete the environmental remediation of legacy and active sites while protecting human health and the environment. Since October 1, 1988, the programs that characterize and remediate contaminants in the environment, decontaminate and decommission (D&D) process-contaminated facilities, and manage and dispose of legacy transuranic (TRU) waste have been funded by DOE EM.

The anticipated schedule for the acquisition will be posted to the DOE Acquisition Forecast website, <http://www.energy.gov/osdbu/downloads/acquisition-forecast-download>. The Documents Library page of this website will be periodically updated to include project information to familiarize interested parties with the project.

Acquisition Process

- It is anticipated that Industry will have 60 calendar days from the date the Final RFP is released to prepare and submit a proposal to DOE.
- 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
- Minimum Proposal Acceptance Period will be 365 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, Remediation Services, Size Standard of 750 Employees.

- **Sections A – J** of the Final RFP will become the resultant contract.
- **Section K** will be incorporated by reference into the Contract.
- **Section L** contains the proposal preparation instructions. Section M sets forth the basis for evaluation and method for award.

B.2. Cost-Plus-Award-Fee, Cost-Reimbursable, and Indefinite-Delivery Indefinite-Quantity (IDIQ) type CLINs:

Table B.2-1 Contract CLINs			
CLIN	CLIN Title	Type	PWS Section(s)
Base Period (5 Years)			
00001	Transition (90 days)	CR (no fee)	C.2
00002	CH-TRU Waste Disposition (PBS 0013)	CPAF	C.3, C.4
00003	Environmental Remediation (PBS 0030)	CPAF	C.3, C.5, C.6, C.7, C.8, C.9, C.10, C.11, C.12, and C.13
00004	Additional Assignments in Accordance with PWS Section C.14	IDIQ	C.14
Option Period 1 (3 Years)			
00005	CH-TRU Waste Disposition (PBS 0013)	CPAF	C.3, C.4
00006	Environmental Remediation (PBS 0030)	CPAF	C.3, C.5, C.6, C.7, C.8, C.9, C.10, C.11, and C.12
00007	Additional Assignments in Accordance with PWS Section C.14	IDIQ	C.14
Option Period 2 (2 Years)			
00008	CH-TRU Waste Disposition (PBS LANL- 0013)	CPAF	C.3, C.4
00009	Environmental Remediation (PBS LANL-0030)	CPAF	C.3, C.5, C.6, C.7, C.8, C.9, C.10, C.11, and C.12
00010	Additional Assignments in Accordance with PWS Section C.14	IDIQ	C.14

Section B Overview

Table B.2-2 Contract Cost and Fee				
CLIN	CLIN Description	Estimated Cost	Available Award Fee	Estimated Cost and Fee
Base Period				
00001	Transition Period (CR, No Fee)	[Proposed]	N/A	[Proposed]
00002	CH-TRU Waste Disposition (CPAF)	[Proposed]	[Proposed]	[Proposed]
00003	Environmental Remediation (CPAF)	[Proposed]	[Proposed]	[Proposed]
00004	Additional Assignments in Accordance with PWS Section C.14 (IDIQ)	To be determined as Task Orders are issued		\$54,000,000.00
Total Base Period		[Proposed]	[Proposed]	[Proposed]
Option Period 1				
00005	CH-TRU Waste Disposition (CPAF)	[Proposed]	[Proposed]	[Proposed]
00006	Environmental Remediation (CPAF)	[Proposed]	[Proposed]	[Proposed]
00007	Additional Assignments in Accordance with PWS Section C.14 (IDIQ)	To be determined as Task Orders are issued		\$45,000,000.00
Total Option Period 1		[Proposed]	[Proposed]	[Proposed]
Option Period 2				
00008	CH-TRU Waste Disposition (CPAF)	[Proposed]	[Proposed]	[Proposed]
00009	Environmental Remediation (CPAF)	[Proposed]	[Proposed]	[Proposed]
00010	Additional Assignments in Accordance with PWS Section C.14 (IDIQ)	To be determined as Task Orders are issued		\$13,000,000.00
Total Option Period 2		[Proposed]	[Proposed]	[Proposed]
Total Contract Value (Base Period, Option Period 1, and Option Period 2)		[Proposed]	[Proposed]	[Proposed]

Section B Overview

- No fee for the Transition Period.
- No Base Fee under this Contract.
- Provisional Fee Payments are anticipated.
- Task Orders may be issued as cost-reimbursable or fixed-price under the IDIQ CLIN(s). Proposed fee may not exceed the fee ceiling percentage provided for CPAF orders. The \$112M is the IDIQ maximum ceiling for the entire period of performance.

Section B Overview

B.10, Small Business Subcontracting Fee Reduction

The percentage goals established in the Section J, Attachment J-19, Small Business Subcontracting Plan, will remain in effect for the duration of the Contract.

Fee may be reduced if the Contractor does not meet any or all subcontracting goals (evaluated at the end of each contract period).

Below are the goals from Section L.11(k)(3)

<u>Component</u>	<u>Percentage (%)</u>
Small Business (SB)	50.0%
Small Disadvantaged Business (includes 8(a))	5.0%
Woman-Owned SB	5.0%
Service-Disabled Veteran-Owned SB	3.0%
HUBZone SB	3.0%

B.5 Execution of CLINs

Upon the Notice to Proceed, the Transition CLIN (00001) will be executed. Upon completion of Contract Transition, the CLINs for CH-TRU Waste Disposition (00002), and Environmental Remediation (00003) will be executed. For IDIQ CLIN 00004, a task order may be issued at any time during the Base Period. The execution of the Option CLINs will be in accordance with Section B Clause entitled *DOE-B-2014 Option To Extend The Term Of The Contract: Estimated Cost, Fee And Period Of Performance (OCT 2014)*.

Los Alamos National Laboratory (LANL) Los Alamos Legacy Cleanup Contract

Section C Performance Work Statement

David S. Rhodes

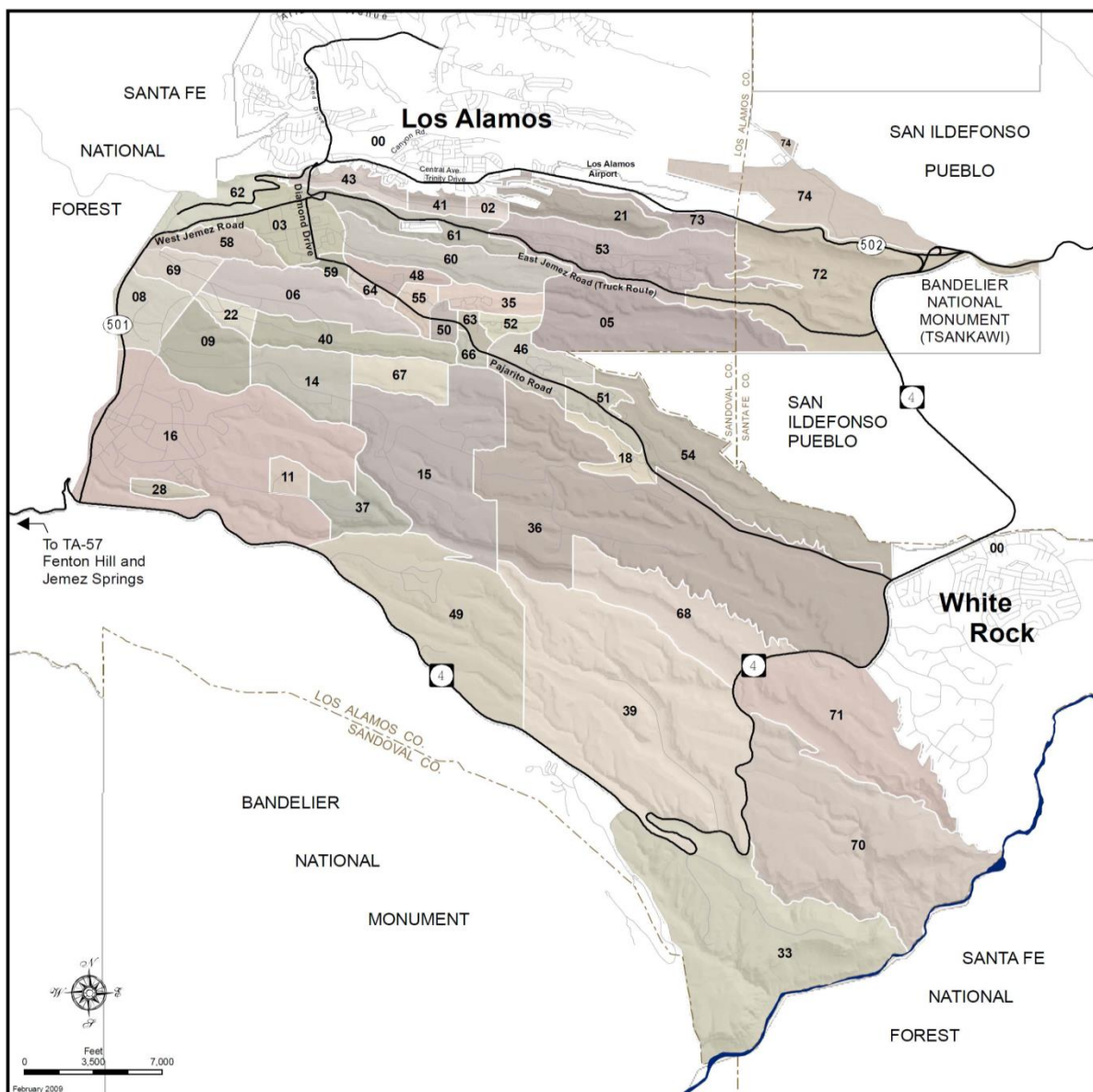
Director, Office of Quality & Regulatory Compliance

Environmental Management Los Alamos Field Office

June 8, 2016

- Approximately 36 square miles
- Located on the Pajarito Plateau in Los Alamos County, ~60 miles NE of Albuquerque and ~25 miles NW of Santa Fe
- Plateau dissected by nineteen major surface drainages or canyons and their tributaries running roughly west to east or southeast and drain into the Rio Grande
- Many drainages large enough to split into sub-areas: upper/middle/lower
- Thirty aggregate areas (AA)
 - Ten AAs completely investigated
 - Ten AAs in-progress with partial investigations and some cleanup work
 - Ten AAs not yet investigated (no cleans conducted)

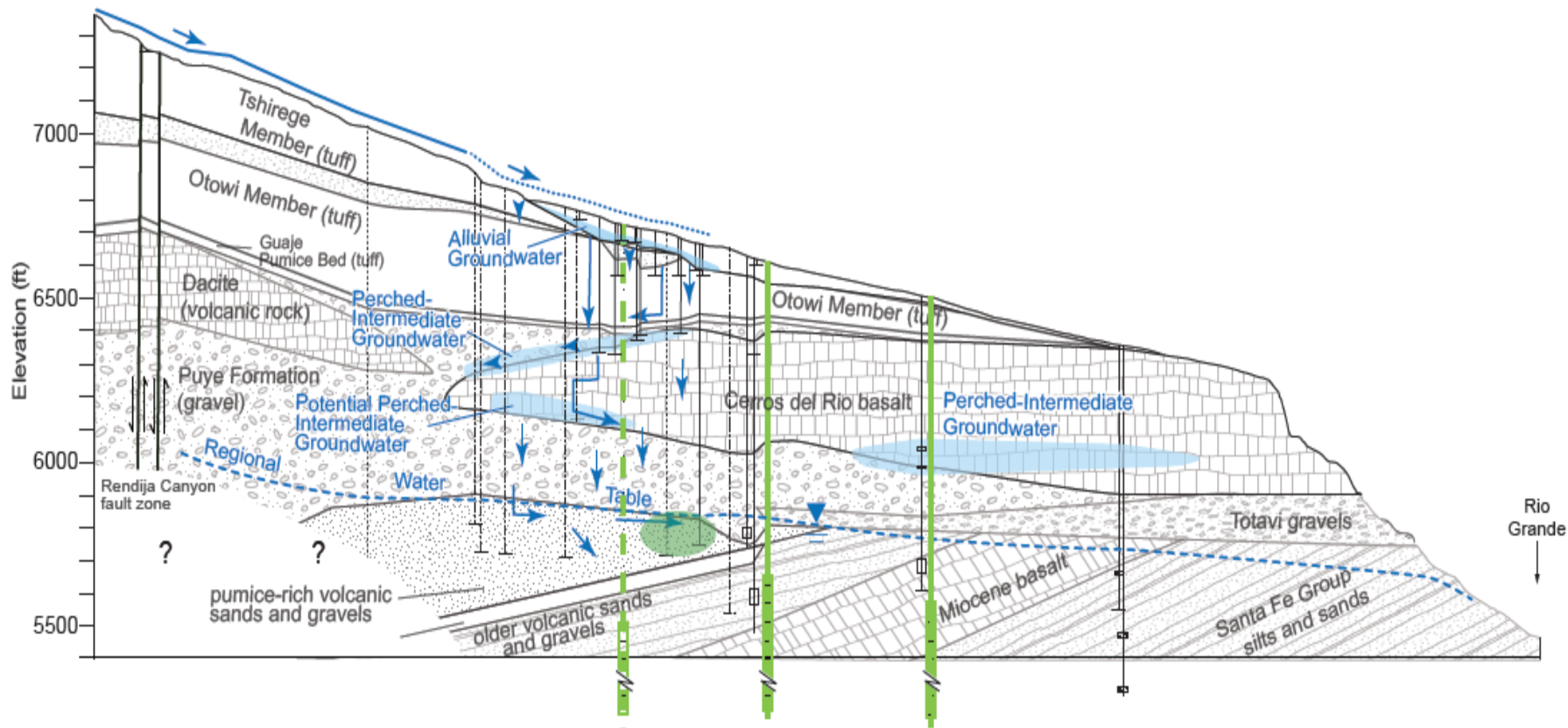




Technical Areas

- TA-00 OFF SITE
- TA-02 OMEGA SITE
- TA-03 SOUTH MESA SITE
- TA-05 BETA SITE
- TA-06 TWO MILE MESA SOUTH SITE
- TA-08 ANCHOR WEST SITE
- TA-09 ANCHOR EAST SITE
- TA-11 K SITE
- TA-14 Q SITE
- TA-15 R SITE
- TA-16 S SITE
- TA-18 PAJARITO LABORATORY
- TA-21 DP SITE
- TA-22 TD SITE
- TA-28 MAGAZINE AREA A
- TA-33 HP SITE
- TA-35 TEN SITE
- TA-36 KAPPA SITE
- TA-37 MAGAZINE AREA C
- TA-39 ANCHO CANYON SITE
- TA-40 DF SITE
- TA-41 W SITE
- TA-43 HEALTH RESEARCH LABORATORY
- TA-46 VIA SITE
- TA-48 RADIOCHEMISTRY SITE
- TA-49 FRUJLES MESA SITE
- TA-50 WASTE MANAGEMENT SITE
- TA-51 ENVIRONMENTAL RESEARCH SITE
- TA-52 REACTOR DEVELOPMENT SITE
- TA-53 LOS ALAMOS NEUTRON SCIENCE CENTER
- TA-54 WASTE DISPOSAL SITE
- TA-55 PLUTONIUM FACILITY SITE
- TA-57 FENTON HILL
- TA-58 TWO MILE MESA NORTH SITE
- TA-59 OH SITE
- TA-60 SIGMA MESA SITE
- TA-61 EAST JEMEZ SITE
- TA-62 NORTHWEST SITE
- TA-63 PAJARITO SERVICE SITE
- TA-64 CENTRAL GUARD SITE
- TA-66 CENTRAL TECHNICAL SUPPORT SITE
- TA-67 PAJARITO MESA SITE
- TA-68 WATER CANYON SITE
- TA-69 ANCHOR NORTH SITE
- TA-70 RIO GRANDE SITE
- TA-71 SOUTHEAST SITE
- TA-72 EAST ENTRY SITE
- TA-73 AIRPORT SITE
- TA-74 OTOWI SITE

- Four discrete hydrogeologic zones
 - Canyon alluvial systems
 - Intermediate perched water in the volcanic rocks (Tschicome Formation and the Tshirege Member of the Bandelier Tuff)
 - Canyon-specific intermediate perched within the Otowi Member of the Bandelier Tuff, Cerros del Rio basalt and sedimentary units of the Puye Formation
 - Regional aquifer



PWS Elements of Scope

- C.2 Incoming Contract Transition
- C.3 Program Management and General Requirements
- C.4 Contact-Handled (CH) Transuranic (TRU) Waste Disposition
- C.5 Groundwater Monitoring
- C.6 Drilling
- C.7 Surface Water Monitoring
- C.8 Individual Permit (IP) for Stormwater Corrective Action
- C.9 RDX Groundwater Remediation
- C.10 Chromium Groundwater Remediation
- C.11 Aggregate Areas
- C.12 Material Disposal Areas
- C.13 Phase Out and Closeout Activities
- C.14 Additional Assignments (Indefinite-Delivery Indefinite-Quantity)

C.2 Incoming Contract Transition

- 90 calendar days (after Notice to Proceed is Issued)
- Brief Executive Summary of Contractor's Proposal within 24 hours of NTP (immediate release of relevant information to stakeholders and the public)
- Transition plan (due within 15 days of NTP) with multiple requirements, e.g., Contractor Human Resource Management Plan
- Identification of material differences
- Plan for assumptions of permits and memorandums
- Property inventory
- Matrix of Personnel Interfaces (Zipper Plan)

C.3 Program Management and General Requirements

- Contractor performance baseline
- Operations activities and potential projects
- Interfaces – extremely complicated
 - National Nuclear Security Administration (NNSA) Los Alamos Field Office and their Management and Operating (M&O) Contractor
 - Multiple other contractors
 - Central Characterization Program
 - Tribal Nations
 - County of Los Alamos

C.3 Program Management and General Requirements

- Safety programs
 - Have own environmental, safety, and health program for use in Environmental Management (EM) operational control areas
 - Follow NNSA M&O program for work inside NNSA operational control areas
- Safety culture – needs to be strong
- Emergency management
 - Emergency management program for EM operational control areas
 - Follow NNSA M&O emergency management program for work inside NNSA M&O operational control areas
 - Establish interface agreements for fire, police, HAZMAT

C.3 Program Management and General Requirements

- Nuclear safety
 - Hazard Category 2 and 3 facilities
 - Material Disposal Areas (MDA) A, C, H, and T
 - MDA G and several associated Transuranic waste facilities
- Environmental program support
 - Integration with NNSA M&O for data collection, LANL reporting, common program sharing
 - ECORisk database and potential release site database
- Distributed program and project management
 - Overhead organizations should be limited to absolute minimum
 - Technical and regulatory support attributable to the individual programs (TRU and environmental remediation) are distributed to those programs

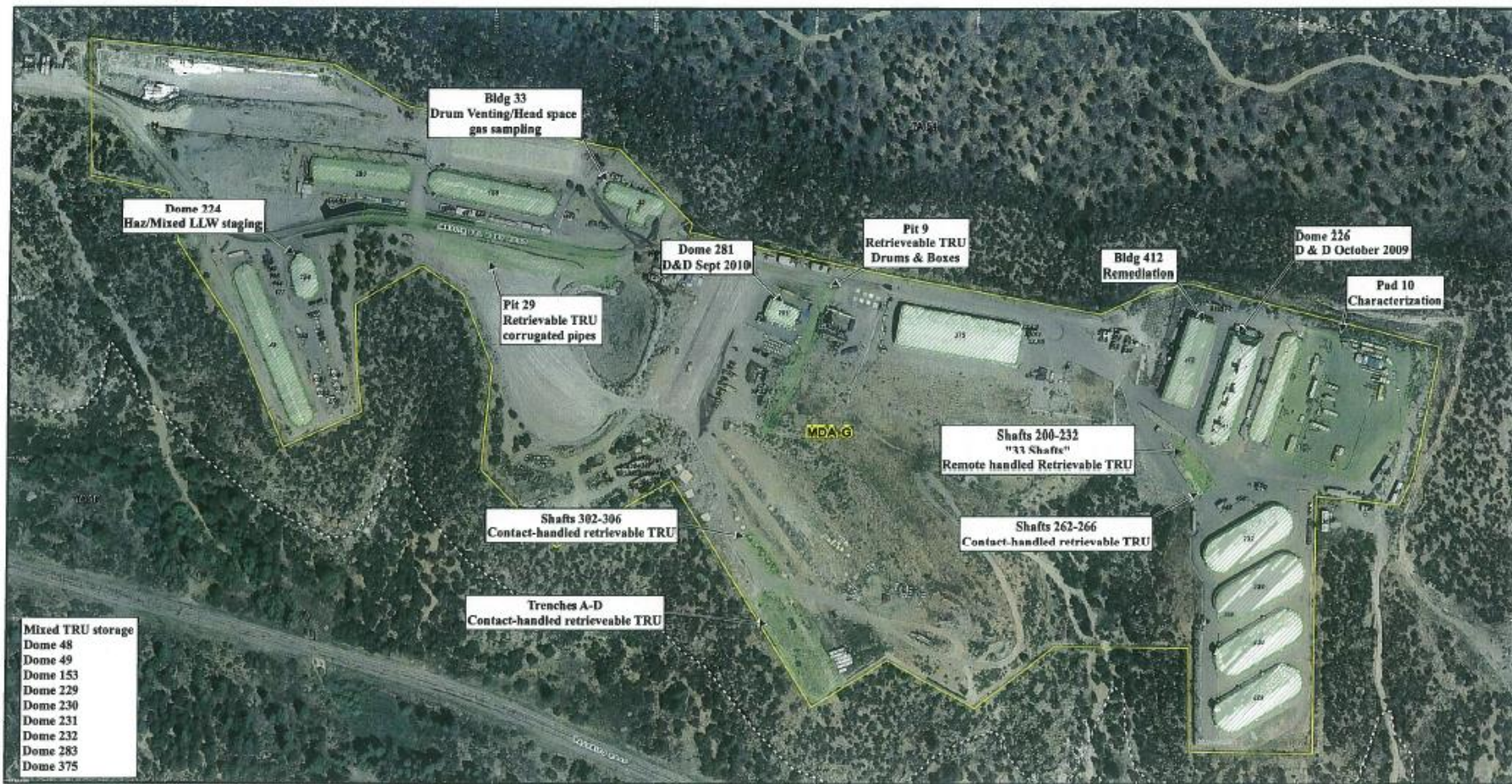
C.3 Program Management and General Requirements

- Compliance with permits – EM and NNSA M&O permits
 - Hazardous Waste Facility Permit is NNSA M&O
 - Dredge and Fill Permits (for example) will be completed by the EM Contractor
 - See Section L, Attachment J-16, *Environmental Permits, Compliance Documents and Agreements*
- Standard support
 - Property
 - Information Technology
 - Environmental Information Management System provides public access through IntellusNM interface (Locus Technologies)
 - Independent Analytical laboratories must be DOECAP
 - Expected use of DOE issued Treatment, Storage, and Disposal Contracts
 - Document control and records management
 - Integrated safety management into processes

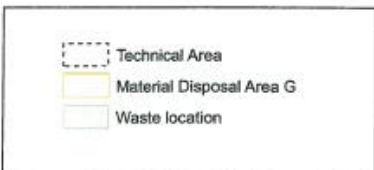
C.3 Program Management and General Requirements

- Infrastructure
 - Limited EM facility ownership but more equipment responsibilities
 - Monitoring well infrastructure, etc.
 - Gage station and sample equipment maintenance
 - Treatment systems (e.g. chromium)
 - Limited access roads to EM structures
 - Facility maintenance for safe conditions where demolition is planned (TA-21)
 - Facility maintenance for TRU operations (drum and box-lines) (TA-50 and TA-54)
 - EM operational control areas will have to be identified (e.g., Technical Area 21)
 - Maintenance of EM roads, facilities and equipment (NNSA currently providing some maintenance support)

C.4 CH-TRU Waste Disposition



TECHNICAL AREA 54 - MATERIAL DISPOSAL AREA G



DATA SOURCE:
 Geology: Los Alamos National Laboratory Site, 2005; Los Alamos National Laboratory, Site Planning and Project Initiation Group, Space and Site Management Office, September 2008.
 Materials Disposal Areas: Los Alamos National Laboratory, ENV Environmental Remediation and Surveillance Program, ERS004-0071, 1:2500 Scale Date: 23 April 2004.
 Technical Area Boundaries: Los Alamos National Laboratory, Site Planning & Project Initiation Group, Interim Planning Study, September 2007 as published October 2008.
 Waste Storage Features: Los Alamos National Laboratory, Environmental and Remediation Support Services Division, Site/Technical Services Group, DT2007-0002, 1:2,500 Scale.

C.4 CH-TRU Waste Disposition

Contact-Handled (CH)-TRU

- Safe storage of above-grade TRU including continued isolation, surveillances and regular monitoring, and maintenance of controls and an appropriate safety basis
- Implementation of corrective actions as needed resulting from investigations and additional sampling
- Characterize, package and shipment of above-grade TRU including interface with Central Characterization Program (CCP)
- Planning for and retrieval of the below-grade CH-TRU for processing
- See Section J, Attachment J-17, *CH-TRU Waste Stream Quantities and Details* for waste stream information

Remote-Handled (RH)-TRU is not within the scope of this Contract.

C.4 CH-TRU Waste Disposition

Safety Basis

- Initial operations under existing safety basis documentation – Basis for Interim Operations
- DOE will provide a new Documented Safety Analysis (DSA) and Technical Safety Requirements (TSR) after contract award
- Contractor will have opportunity to
 - Review the DOE-provided DSA and TSR
 - Identify impacts and implementation issues
 - Implement the new DSA and TSR including any necessary process changes and facility modifications
 - Operate to the new DSA and TSR

C.4 CH-TRU Waste Disposition

Associated Waste Management

- Process and dispose of Low-Level Radioactive Waste (LLW)/Mixed LLW resulting from Legacy TRU waste process operations, tracking of wastes, Resource Conservation and Recovery Act (RCRA) inspections, Department of Transportation (DOT) compliant shipping using DOE's national treatment and disposal contracts
- Coordination of the processing of Newly-Generated LANL TRU Wastes from NNSA M&O contractor facilities through the TA-54 process lines until generator facilities have their own characterization, packaging, and shipment capabilities

C.5 Groundwater Monitoring

Interim Facility-Wide Groundwater Monitoring Plan

- Coordinate with NNSA M&O in response to New Mexico Environment Department (NMED) direction on frequencies, analytes, and locations/screens
- Sampling, packaging, and shipping groundwater samples to analytical laboratories
- Receiving results, reviewing, and reporting results

Other groundwater monitoring programs

- County of Los Alamos wells
- County/City of Santa Fe wells
- Pueblo de San Ildefonso wells

C.6 Drilling

- Impediments
 - Overlapping layers of tuff and basalts creates very complex hydrogeology
- NMED restrictions on approved methods
 - Requirements in body of current Consent Order and as guidance in Appendix F of draft Consent Order
- Turnkey type well or borehole development
 - Project team provides specifications
 - Drilling team meets specifications
- Known – eight wells, 1 borehole, and 1 plugging
- Unknown
 - Additional wells are expected after these are completed – as addressed in assumptions for estimate to propose

C.7 Surface Water Monitoring

- EPA-issued Individual Permit for Storm Water
- Planning and strategizing surface water compliance
- Collecting, packaging, and shipping samples to analytical laboratories and receiving, reviewing, and publishing results
- Other monitoring programs
 - Emergency Notification System for Buckman Direct Diversion project support
- Sediment monitoring in Los Alamos, Pueblo, and Sandia Canyons

- Planning and strategizing surface water compliance in accordance with the EPA-issued Individual Permit for Storm Water
- Installation and maintenance of stormwater controls, comparison to background concentrations, and evaluation of alternatives
- Decreasing annual trends for controls installation due to previous controls reducing discharges
- Increasing trend for alternative analyses as lower priority sites are determined not to be contributing contaminants to discharges

C.9 RDX Groundwater Remediation

- Three springs in Cañon de Valle with treatment systems installed require permit from EPA
 - Natural background constituents above EPA thresholds
- Integrate surface and subsurface activities into one remedy proposal in Corrective Measures Evaluation
 - Intermediate zone is location of bulk of RDX contamination
- Permitting expected to be complicated

C.10 Chromium Groundwater Remediation

- Regional aquifer plume beneath Mortandad Canyon
 - ~1,000 feet below ground surface
 - Pancake <100 foot thick at water table
- Continue operation of plume control interim measures to minimize off-site migration
- Completion of studies of subsurface environment and treatment technologies for a Corrective Measures Evaluation
- Supporting NMED consideration of alternatives and development of draft Statement of Basis
- Execution of the remedy

C.11 Aggregate Areas

Townsite Historical Properties

- Completion of cleanups of historical sites now under private ownership, commercial enterprises, or by the County of Los Alamos
- Sites located in four different aggregate areas and include cliff-side cleanups

Remaining Aggregate Area Investigations

- Completion of approximately ten aggregate areas and obtaining certificates of completion (CoC) from NMED
- Initiate and complete investigations and cleanups in ten aggregate areas that have not been initially assessed

C.11 Aggregate Areas

- Risk assessments and evaluations
 - Conducting risk assessments on already characterized or investigated areas to meet recent NMED guidance
- Field cleanups
 - Removal of known contaminants
 - Identification of additional removals from subsequent investigations

C.11 Aggregate Areas

- Detailed estimates and technical approach for only 3 of 28 aggregate areas
 - These 3 areas provide broad cross-section showing:
 - significant interactions between coordinated activities and
 - new start investigations
 - Delta Prime Aggregate Area at TA-21 includes DP West Slabs and Radiological Liquid Waste Facility 257 demolition
 - Remaining 25 Aggregate Areas can be combined into a single estimate and described with a single technical approach (see also Section L, Attachment L-6, Cost Worksheets)

Seven MDAs require remedies

MDA-A at TA-21

- Complete a removal action of two 50,000 gallon plutonium solution (General's) Tanks with sludge heels
- Complete characterization and evaluate alternatives of central debris pit and waste trenches in coordination with MDA-T

MDA-T at TA-21

- Complete moisture monitoring activities to evaluate potential vapor plume migration
- Evaluate alternatives in coordination with MDA-A
- Expected to remain in Federal control

C.12 Material Disposal Areas

MDA-C

- Support NMED development of a Statement of Basis for a remedy
- Execute the remedy

MDA-AB at TA-49

- Complete investigation, evaluate alternatives, and support NMED development of a Statement of Basis for a remedy
- Execute the remedy

MDAs at TA-54

- MDA-H support selection of remedy and implement remedy
- MDA-L and –G support corrective measures evaluations late in contract option periods

C.13 Phase out and Closeout

- Transition to follow-on contractor
- Contract Closeout Plan due 60 days before the end of the contract

C.14 Additional Assignments

- Task Orders may be issued for the additional assignments under the IDIQ CLINs
- Task Orders may cover emergent or currently undefined work scope that is within the general scope of contract
- Additional wells and boreholes that are not currently specified might fall under these assignments

Section J, Attachment J-6

Interfaces with M&O

Geographic Information System (GIS) based applications

- Project Requirements Identification System for project interferences and project requirements
- Excavation Identification System

Site Environmental Management System to ensure LANL consistency and reporting

Site hydrological data repository and comprehensive well inventory database

Utilities – power and water, etc.

Section J, Attachment J-6

Interfaces with M&O

Safeguards and security

- Badging
- Foreign national visitors

Emergency Management programs

- HAZMAT
- Doppler radar for storm warning
- Emergency and medical response
- Emergency operations center support

Field communications systems for compatible tower use

Core facility for management of drilling cores for environmental investigatory activities

Section J, Attachment J-16

Compliance Documents

Compliance Order on Consent - 2005

- RCRA processes under NMED regulations/authority
- Contractor may be subject to fines and penalties for Consent Order Appendix B milestones
- Contractor will participate in determining Consent Order Appendix B annual updates for which they will be potentially liable

Individual Permit for Storm Water - 2010

- EPA Permit renewal in-progress to remove sites already completed
- NMED Certification will provide additional provisions

Section J, Attachment J-16

Compliance Documents

DOE Radiological Regulatory Authority

- Atomic Energy Act authority
- Several cleanup areas are strictly driven by radiological constituents
- EM-LA is radiological regulatory authority

Other Environmental Permits

- Hazardous Waste Facility Permit issued by NMED to NNSA M&O – as if issued to contractor
 - May be subject to fines and penalties as assessed through EM-LA
- Air emissions, discharge, etc. as applied for and granted to Contractor

15 Minute Break

DOE-F-2003 Period of Performance

A Notice to Proceed (NTP) will be issued for the 90-day Transition Period (included in the Base Period).

Periods of Performance (POP)		
Period	Start	End
Base Period CLINs (5 Years)	TBD	TBD
Option Period 1 CLINs (3 Years)	TBD	TBD
Option Period 2 CLINs (2 Years)	TBD	TBD

Note: The acquisition need date is 6/30/17 to allow for a 90-day transition.

Section G, Contract Administration Data Overview

- The Contracting Officer is the only individual who has the authority to assign additional work, issue changes, accept non-conforming work, and waive any requirements of the contract.
- Contracting Officer's Representative will be appointed in accordance with DEAR 952.242-70, Technical Direction.
- G.3, DOE-G-2003, Contractor's Program Manager – The Contractor shall designate a PM who will be the Contractor's authorized supervisor for technical and administrative work and receive and execute all technical directions from the COR.
- G.5, DOE-G-2005, Billing Instructions (standard invoicing procedures will apply)

Los Alamos Legacy Cleanup Contract (LLCC) CHRM Requirements Pre-Solicitation Conference DE-SOL-0008109

Eva M. Auman

DOE Attorney-Advisor

Office of the Assistant General Counsel for
Contractor Human Resources (GC-63)

June 8, 2016

Increased Transition Oversight

- **New requirements in Section C.2.1.1 – Contractor’s Transition Plan – Implementation of Human Resources Management Requirements**
 - ❖ The Contractor’s Transition Plan shall include a description of the Contractor’s human resource management programs consistent with Workforce Transition and Contractor Human Resources Management requirements as described in Section H, Clause H.4 through H.7.
 - ❖ Expected workforce composition and any immediate or anticipated workforce restructuring;
 - ❖ Identification of any existing issues under the National Labor Relations Act (NLRA) and its plan for engaging with any labor representatives;
 - ❖ A schedule for preparation and submission of any bargaining parameters requests;
 - ❖ Identification of any prevailing wage requirements, including any requirements under section 4(c) of the Service Contract Labor Standards statute as well as any NLRA requirements with respect to determination of wages and benefits;
 - ❖ Description of process for handling labor standards determinations for work packages;
 - ❖ Define any obligations with respect to pension and post-retirement benefit plans;
 - ❖ A plan for identification and resolution of any legal issues regarding any of the above; including the Contractor’s plan for engaging outside counsel, if needed; and
 - ❖ A plan for communicating with DOE on these matters.

Contractor Human Resource Management (CHRM) clauses in the Draft RFP:

- H.2 No Third Party Beneficiaries
- H.3 Definitions
- H.4 Workforce Transition and Employee Hiring Preferences Including Through Period of Performance
- H.5 DOE-H-2001 Employee Compensation: Pay and Benefits
- H.6 Special Provisions Applicable to Workforce Transition and Employee Compensation: Pay and Benefits
- H.7 Workforce Transition and Benefits Transition: Plans and Timeframes

Contractor HR Management (CHRM) clauses in the Draft RFP:

H.8 DOE-H-2004 Post Contract Responsibilities for Pension, Other Benefits

H.9 DOE-H-2028 Labor Relations

H.10 Workforce Restructuring

H.11 Labor Standards

H.12 DOE-H-2023 Worker's Compensation Insurance

H.13 DOE-H-2057 Department of Labor Wage Determinations

Section H, CHRM Overview

H.4 Workforce Transition and Employee Hiring Preferences Including Through Period of Performance

- ❖ In the current EM Contract with Los Alamos Nuclear Security (LANS), the Legacy Cleanup Bridge Contract (LCBC), the employees are not subject service employees; therefore, FAR 52.222-17 is not applicable in this specific situation.
- ❖ The Department has always had an extensive list of hiring preferences for individuals employed by a predecessor site contractor.
- ❖ During Transition:
 1. Right of first refusal for qualified non-managerial Incumbent Employees for positions substantially equivalent to positions for which they are currently employed
 2. Preference in hiring for LANS employees working on the LCBC and who are at risk of being involuntarily separated because of the transfer of this scope of work
- ❖ Through Period of Performance – Preference in Hiring
 1. Former LANS employees
 2. Former employees of other DOE nuclear contractors
 3. Other former LANS employees who are not precluded from seeking employment, who are qualified or agree to become qualified under the contract

H.5 DOE-H-2001 Employee Compensation: Pay and Benefits

❖ Incumbent Employees

- Pay: Equivalent base pay for at least the 1st year of the contract
- Benefits: Comparable to LANS plans

❖ Non-Incumbent Employees

- Market based total pay and benefits, including medical and retirement plans

❖ Key Personnel (*9 people maximum*)

- **Top Contractor Official:** Total Compensation requires annual DOE approval; reimbursable compensation is subject to Office of Federal Procurement Policy (OFPP) Cap
- **Other Key Personnel:** Total Compensation approval required at time of hire or promotion; total compensation must be below that of Top Contractor Official; Compensation is included in the same pool with other employees.

H.5 DOE-H-2001 Employee Compensation: Pay and Benefits

- ❖ Pension and other benefits
 - Currently, LANS sponsors both a Defined Benefit Pension Plan (DB Plan) and a Defined Contribution Pension Plan (DC Plan).
 - DOE Policy – “If you are in, you are in”
 - Contractor shall develop and sponsor pension and other benefit plans comparable to the benefit plans sponsored by LANS to the extent legally feasible.
 - Based upon the potential limited number of employees who may accept positions and who have an existing DB Plan, it may not be legally feasible to establish a comparable alternative DB Plan.
- ❖ Contractors will need expertise in the Employee Retirement Income Security Act (ERISA), e.g., legal and actuarial counsel.

H.6 Special Provisions on Workforce Transition and Employee Compensation: Pay and Benefits

❖ **Benefit plans: Incumbent Employees**

- Defined Benefit (DB) and Defined Contribution (DC)
- Medical Benefits
- Service Credit for Leave and other Fringe Benefits (e.g., severance) – Length of service with LANS and UC carries over for accruing leave

❖ **Benefit plans: Non-Incumbent Employees**

- Provides a market-based retirement and medical benefits package that is competitive with the industry in which you recruit and complies with applicable law and terms of benefit plans

H.7 Workforce Transition and Benefits Transition

Critical activities!

❖ **Workforce Transition Plan & Benefits Transition Plan**

- Know who will be responsible for these activities immediately upon Contract Award
 - Reporting Requirements to CO – 10 days to 90 days
 - Time limits for submission following Notice to Proceed

❖ **Make certain you plan and have appropriate resources available.**

H.9 Labor Relations

- ❖ **LANS currently has a Collective Bargaining Agreement (CBA) with some of its maintenance employees**
- ❖ **LANS has a construction agreement for construction work covered by the Wage Rate Requirements (Construction) Statute (formerly known as the Davis-Bacon Act (DBA)) – No requirement that Contractor become signatory**
- ❖ **Even where there is no CBA – Contractor must respect employees right to organize and understand requirements of National Labor Relations Act**

H.10 Workforce Restructuring

- ❖ It is not anticipated that the Contractor will have any need to perform workforce restructuring; however, there are requirements set forth in this clause should the Contractor be required to do so in the future.

H.11 Labor Standards

- ❖ This contract is subject to the Service Contract Labor Standards (SCLS) Statute (formerly known as the Service Contract Act of 1965).
- ❖ Construction activities are subject to the Wage Rate Requirements (Construction) Statute (formerly known as the Davis-Bacon Act (DBA)).
- ❖ Contractor must submit work packages to CO (or designee as directed) for a determination as to whether a particular project is covered by the SCLS or DBA.

H.37, DOE-H-2045 Contractor Community Commitment

- DEAR 970.5226-3, Community Commitment, requires an annual plan for community commitment activities and report on program progress semi-annually.
- Per L.11(h), the Offeror shall provide a Community Commitment Plan that demonstrates meaningful partnership with the community and support of sustainable economic use of the site. The Community Commitment Plan will not be evaluated.
- The Contractor's Plan may include regional educational outreach programs, regional purchasing programs, and community support activities.
- The Community Commitment Plan shall be submitted as part of the Volume I submission, will become part of the Contract at Section J, Attachment J-15.

H.68, Regional Purchasing

- The Contractor shall perform the activities described in the Contract's Section J, Attachment J-9 entitled "Regional Purchasing Program," which sets forth EM's commitments to support the community. Costs (direct or indirect) incurred by the Contractor in performing these activities are allowable and reimbursable, to the extent authorized under this Contract.
- Purchasing Preference to Northern New Mexico Businesses
- 5% Price Preference to Northern New Mexico Small Businesses for acquisitions exceeding a competitive threshold
 - Flowdown requirement for purchase orders and subcontractors \$5M or more

H.55 DOE-H-2070 Key Personnel

- The Offeror shall propose up to nine key personnel. Only one individual may be proposed for each key personnel position.
- The key personnel designated must include the following functional positions: Program Manager, Environmental Remediation Manager, CH-TRU Program Manager, and ES&H Program Manager. In addition, the Offeror may propose up to five other key personnel positions that are critical to the overall performance of the Contract.
- Key personnel commitment is two (2) years for all key personnel positions.
- Contract fee reductions for changes to key personnel are \$250,000 for the Program Manager and \$150,000 for other key persons, notwithstanding the approval of the Contracting Officer.

H.62 Self-Performed Work

Within one year of contract award, unless otherwise approved in advance by the Contracting Officer, the percentage of work which may be self-performed by the large business(es) of the Contractor Team Arrangement (defined in FAR 9.601(1) as “Two or more companies form a partnership or joint venture to act as a potential prime contractor”), shall be limited collectively to not more than 65 percent (%) of the *Total Estimated Contract Cost*. If a small business is a member of the Contracting Team Arrangement, the small business portion is not part of the 65%. Unless otherwise approved in advance by the Contracting Officer, work to subcontractors selected after contract award shall be performed through competitive procurements, with an emphasis on fixed-price subcontracts. Subcontracts included in the Section H Clause entitled DOE-H-2058, Designation and Consent of Critical Subcontracts, and all other subcontracts issued after contract award count toward the fulfillment of the subcontracting and small business (as applicable) goals in this Contract. The Contractor’s subcontracted work shall be in compliance with the Contractor’s approved Small Business Subcontracting Plan.

H.69 Partnering

- The Government proposes to form a cohesive partnership with the Contractor -- trust, dedication to common goals, and an understanding and respect of each other's expectations and values.
- Teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants.
- The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.
- Participation in the partnership will be totally voluntary by the parties.

- ATTACHMENT J-1: Requirements Sources and Implementing Documents (List A) and List of Applicable DOE Directives (List B)
- ATTACHMENT J-2: Summary of Contract Deliverables
- ATTACHMENT J-3: List of Consensus Standards
- ATTACHMENT J-4: Construction Wage Rate Requirements (to be inserted at Contract Award)
- ATTACHMENT J-5: Service Contract Labor Standards Wage Determination (to be inserted at Contract Award)
- ATTACHMENT J-6: Interfaces with NNSA Managing and Operating Contractor Systems and Services
- ATTACHMENT J-7: Interface with Other Contractors
- ATTACHMENT J-8: Campaign Crosswalk to PWS Sections
- ATTACHMENT J-9: Regional Purchasing Program
- ATTACHMENT J-10: Draft Performance Evaluation and Measurement Plan

- ATTACHMENT J-11: Government Furnished Services and Items
- ATTACHMENT J-12: Government Furnished Property List
- ATTACHMENT J-13: GSA-Leased Vehicles
- ATTACHMENT J-14: Acronyms List
- ATTACHMENT J-15: Reserved
- ATTACHMENT J-16: Environmental Permits, Compliance Documents and Agreements
- ATTACHMENT J-17: CH-TRU Waste Stream Quantities and Details
- ATTACHMENT J-18: Office of Environmental Management FY 15/16 Performance Agreement
- ATTACHMENT J-19: Small Business Subcontracting Plan (to be inserted at time of Contract Award)
- ATTACHMENT J-20: Contract Security Classification Specification (CSCS) Form (To be inserted)
- ATTACHMENT J-21: Performance Guarantee Agreement (to be inserted at Contract Award)

Section K - Representations, Certifications, and Other Statements of Offerors

- Offerors shall complete and submit all of the fill-in information provided in Section K.
- **K.5, 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. Specific FOCI instructions are included in Section L.**

L.11, DOE-L-2002, Proposal Preparation Instructions, Volume I

- L.11(h) Facility clearance verification (and L.12 DEAR 952.204-73 Facility Clearance)
 - The Offeror shall submit the Department of Defense Commercial and Government Entity (CAGE) code, or DOE or Nuclear Regulatory Commission facility clearance number for the Offeror, subcontractors, and team members who will perform work under a contract resulting from this solicitation 1) your DOE Facility Clearance code or your DOD assigned Commercial and Government Entity (CAGE) code; (2) the date the Offeror's, subcontractor's and/or teaming partner's completed Standard Form 328 was submitted, and (3) the date of the Contracting Officer's affirmative FOCI determination. If the Offeror, or any of its subcontractors or team members, do not possess such a CAGE code or DOE/NRC facility clearance number, the Offeror, subcontractor, and /or team member shall submit FOCI information in accordance with the provision entitled, DEAR 952.204-73, Facility Clearance found elsewhere in this Section L. Further information is available at <https://foci.anl.gov/>.

Section L Overview

- All Offerors, their subcontractors or team members, that do not possess a CAGE code or DOE/NRC facility clearance number, shall complete the required entries into the DOE FOCI Electronic Submission System (ESS) located at <https://foci.anl.gov/>. Use of the DOE FOCI ESS is mandatory for all Offerors, subcontractors, and/or team members that do not possess a facility clearance.
- Offerors are encouraged to transmit FOCI information well before the deadline for proposal submission. Under the DOE FOCI ESS, electronic signatures cannot be accepted; thus, the signed original SF-328 executed in accordance with the form's instructions, 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 **"Savannah River Site – EMCBC"** as the FOCI Office that will review your submission for this solicitation when it is completed. Include the solicitation name and number in the "Reason for Request" field.

L.10, DOE-L-2001, Proposal Preparation Instructions – General

(a) Definitions

(1) Offeror. The term “Offeror”, as used in this Section L, refers to the single entity submitting the proposal. The Offeror may be a single corporation or a “contractor team arrangement” as defined in FAR 9.601(1), for example, a limited liability company, limited liability partnership, joint venture, or similar entity or arrangement. The Offeror may be an existing or newly formed business entity. If the Offeror is a newly formed entity, it must be legally established on or before the date for submission of proposals. For purposes of submitting Past Performance and Experience information, “Offeror” includes, in the case of a contractor “teaming arrangement” (joint venture, LLC, or any other type of teaming arrangement), the members of the Offeror’s team, and the parent organization(s) that has(ve) signed the “Performance Guarantee Agreement” required in Section L, Attachment L-1.

(2) Critical subcontractor. A “critical subcontractor” is any subcontractor that will perform work that is incorporated into the Offeror's Technical Approach and that the prime offeror considers critical to enhance its team’s technical approach, experience, or ability to meet delivery requirements.

Section L Overview

Proposal Volume – Title	Number of Hard Copy Proposals Required	Number of CD-ROM's/DVD's Required
Volume I – Offer and Other Documents	1 signed original and 5 copies	1
Volume II – Technical and Management Proposal	1 signed original and 10 copies	5
Volume III – Cost/Price Proposal	1 signed original and 10 copies	5

L. 14, DOE-L-2004, Proposal Preparation Instructions, Volume II – Technical Approach

- **Technical Approach** (65 page limit, excluding the Waste Process Flow Diagram(s) and the Integrated Schedule)
- The Offeror shall describe its process to identify distinct and meaningful work scope that can be performance-based and performed by subcontractors selected competitively post-award and meet the subcontracting requirements in Section H in a timely and effective manner. An emphasis should be placed on fixed pricing, where appropriate for the subcontracted work scope. The Offeror shall describe its subcontracting approach, including its decision process regarding use of subcontractors, and approach for managing subcontractors. **The Offeror shall only identify critical subcontractors.**

L.18 Proposal Preparation Instructions, Volume III – Cost/Price Proposal

- The Offeror's submit a completed Table B.2-2 (Section B), and completed Attachment L-6, Cost Proposal Worksheets and Attachment L-7, Consolidated Direct Cost Schedules.
- The Offeror shall use the organization of work set forth in the PWS as the Work Breakdown Structure (WBS). The Offeror shall not propose its own WBS structure (including adding to or aggregating PWS elements).

For proposal preparation purposes, Offerors shall assume a planned funding profile per the Government Fiscal Year (GFY) as follows:

*The dollar amounts are represented in (\$M). The provided funding profile represents the government’s estimate as of the date of the solicitation of future funding. This assumed funding is not a guarantee of available funds; additional funding made available could be used for in-scope work activities. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this assumed funding. Available funds depend on Congressional appropriations and priorities within the DOE. The provided funding profile covers the total estimated cost and fee described in Section B.

FY 17*	FY 18	FY 19	FY 20	FY 21	FY22	FY23	FY24	FY25	FY26	FY27	Total
4.0	174.8	174.4	175.1	175.1	175.0	175.9	175.2	176.0	174.6	160.1	1,740.2

Section L Overview

- The Offeror, including each team member and critical subcontractors, shall provide Volume III narrative support sufficient to explain the development of costs/prices proposed; the rationale and basis for the data provided; and the basis for the reasonableness of the proposed costs/prices.
- The Offeror shall provide a Basis of Estimate (BOE) thoroughly documenting all estimates consistent with the Offeror's Technical and Management Proposal. A BOE description shall be provided corresponding to the PWS and shall be a standalone document within Volume III.
- The Offeror's cost proposal shall be provided by major cost elements in accordance with FAR Table 15-2.

Section L Overview

- Information on labor rates is provided in Section L, Attachment L-7. Additional information about labor rates is at L.18.
- Offeror's proposed fringe benefit rates shall be at least 41.5%. The fringe benefit rates (whether using the DOE provided fringe rates or those specifically proposed by the Contractor) shall be applied to all labor costs not covered below. The provided fringe benefit rates cover projected labor related indirect costs such as medical, dental, severance, Employee Assistance Program, life insurance, accident/sickness coverage, benefit administration, vision, pension, workers compensation, FICA, FUTA, SUTA and time-off (vacation, sick and holiday). Pension costs and health benefit costs for the Offerors proposed workforce are accounted for using the provided fringe benefit rate.

LIST OF SECTION L ATTACHMENTS

- Attachment L-1 Performance Guarantee Agreement
- Attachment L-2 Key Personnel Standard Resume Format
- Attachment L-3 Offeror Past Performance and Relevant Experience Reference Information Form
- Attachment L-4 Past Performance Cover Letter and Questionnaire
- Attachment L-5 List of Contracts Terminated for Default or Convenience
- Attachment L-6 Cost Proposal Worksheets
- Attachment L-7 Consolidated Direct Cost Schedules
- Attachment L-8 Assumptions
- Attachment L-9 Offeror's Proposed Accounting System Information

M.7 DOE-M-2011 Relative Importance of Evaluation Factors

The relative importance of the evaluation factors for the Technical and Management Proposal are listed in descending order of importance below.

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

Within this descending order of importance, Technical Approach is significantly more important than Key Personnel and Organization which is more important than Past Performance. Relevant Experience is less important than Past Performance.

M.9 DOE-M-2012 Basis for Award

The Government intends to select an Offeror for award of a contract that represents the best value to the Government. In determining the best value to the Government, the evaluation factors for the Technical and Management Proposal, when combined, are significantly more important than the evaluated price.

Acquisition Schedule

- The DOE Acquisition Forecast details for this procurement can be found at <http://www.energy.gov/osdbu/downloads/acquisition-forecast-download>. An update request has been submitted to input the Solicitation Number, an updated Acquisition Description, and Contracting Officer. For the interim, you can find the LLCC entry by “Ctrl+F” searching “DE-EM0003528”, which is the “Current Contract No.”.

15 Minute Break

Questions?

Any questions?

Thank you for attending!