

Task Order 3 – Mission Support Activities (Draft RTP)

In accordance with the Master Indefinite Delivery/Indefinite Quantity (IDIQ) Contract Section H clause, *Task Ordering Procedure*, paragraph (c), the following constitutes the Request for Task Order Proposal (RTP) for the Mission Support Activities Task Order.

The requirements for the Contractor’s Task Order proposal are set forth in paragraph (f) of the Section H clause, *Task Ordering Procedure*, and additional forthcoming proposal preparation instructions for a cost and fee proposal. The Contractor’s Task Order proposal shall utilize the Section J, Attachment J-11, *IDIQ Labor Rate Schedule*. Task Order 3, Appendix A, *Task Order Assumptions*, is provided for information only at this time, and will be removed from this Task Order upon award. The response time for submitting the Task Order Proposal is [TBD].

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Section B – Supplies or Services and Prices/Costs

This Task Order work shall be performed under Contract Line Item Number (CLIN) 00001 of the Oak Ridge Reservation Cleanup Contract Master IDIQ Contract (herein referred to as the Master IDIQ Contract). Section B of the Master IDIQ Contract is incorporated by reference. The requisite clause information specific to this Task Order included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (Oct 2014)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Task Order as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS) under this Task Order.

B.2 Type of Contract

(b) DOE-B-2002 Cost-Plus-Award-Fee Task Order: Total Estimated Cost and Award Fee (Oct 2014) (Revised)

- (1) This is a Cost-Plus-Award-Fee type of Task Order. The total estimated cost and award fee are shown in Table B-1.

Table B-1. Estimated Total Price

Total Estimated Cost	[\$TBD upon final negotiation]
Award Fee	[\$TBD upon final negotiation]
Total Estimated Price	[\$Total Estimated Cost + Award Fee]

Note: Amount may be prorated based on the timing of the 12-month fiscal year.

The Contractor’s Task Order proposal is subject to audit in accordance with DEAR 915.404-2-70. Therefore, this Task Order is subject to reopening, pending resolution of an external audit(s) of the Contractor’s proposal. At the time of Task Order issuance, an external audit(s) of the Contractor’s proposal may have not been completed. Therefore, the parties agree that the negotiated price is subject to adjustment based on the results of subsequent audit report(s) and resolution of audit findings. The Contracting Officer may make a unilateral adjustment to the Task Order price and modify the Task Order accordingly. Failure to agree with such adjustments shall be resolved in accordance with the Disputes clause of this contract. However, nothing in this clause shall allow the Contractor to not proceed with performance of the Task Order.

- (2) The Task Order Contract Line Item Number (CLIN) structure and Total Estimated Cost and Fee of the Task Order, and/or the Total Estimated Cost and Fee of the Task Order CLINs are shown in Table B-2.

Table B-2. Task Order CLIN Structure

CLIN	CLIN Title	CLIN Type	Estimated Cost	Award Fee	Total Estimated Price
00001	Mission Support Activities	CPAF	[\$TBD upon final negotiation]	[\$TBD upon final negotiation]	[\$Total Estimated Cost + Award Fee]
00002	Site Usage Fees	CR	[\$TBD]	N/A	[\$TBD]
00003	Post-Retirement Medical Benefits, Long-Term Disability, and Pension	CR	[\$TBD]	N/A	[\$TBD]
Total			[\$TBD upon final negotiation]	[\$TBD upon final negotiation]	[\$TBD upon final negotiation]

Acronyms:

CLIN contract line item number
 CPAF cost-plus-award-fee
 CR cost-reimbursable

- (3) Payment of fee will be made in accordance with this clause and other applicable clauses of the Task Order. The Government will pay the Contractor fee that is earned from the annual available fee by fiscal year, as specified in Table B-3 below.
- (4) Master IDIQ Contract Section J Attachment entitled, *Performance Evaluation and Measurement Plan (PEMP)*.
 - (i) The Contracting Officer (CO) will unilaterally issue a PEMP for each evaluation period that establishes the criteria and procedures for evaluating the Contractor’s performance for the purpose of determining fee earned. The PEMP may be revised unilaterally by the CO at any time during the evaluation period. The PEMP will include, as a minimum, the following:
 - (A) Evaluation criteria linked to the Contract’s performance objectives as defined in terms of cost, schedule, technical, or other Contract performance requirements or objectives.
 - (B) Means of how the Contractor’s performance will be measured against the evaluation criteria.
 - (C) Fee evaluation period.
 - (D) Amount of the total annual available fee that is allocated to the evaluation period, including the allocation for subjective award fee criteria and objective award fee criteria.
 - (E) Methodology for application of subjective evaluation ratings or attainment of predetermined objectives to earned fee.
 - (F) Use of rollover of unearned fee is prohibited.
 - (ii) The length of evaluation periods will be determined unilaterally by the CO. The evaluation periods should provide a balance between the Contractor’s ability to have sufficient performance time for the Government to evaluate, but evaluation periods should provide the ability for the Government to provide timely evaluations on the Contractor’s performance without being administratively burdensome.

- (5) Fee Determination. Fee decisions are made solely at the discretion of the Government, including but not limited to, the characterization of the Contractor's performance, amount of earned fee, if any, and the methodology used to calculate the earned fee.
- (6) Unsatisfactory Performance. No award fee shall be earned if the Contractor’s overall performance in the aggregate is below satisfactory.
- (7) Total Available Fee Distribution. Table B-3 delineates the Total Available Award Fee Distribution as fee allocations, contract definitization, and final fee determinations are made for each fiscal year.

Table B-3. Available Award Fee Distribution

Task Order Period	Available Fee as Originally Awarded	Fee Associated with Task Order Changes	Total Available Fee	Available Fee Earned & Paid	Fee Forfeited
Fiscal Year TBD	TBD	TBD	TBD	TBD	TBD
Fiscal Year TBD	TBD	TBD	TBD	TBD	TBD
Total	TBD	TBD	TBD	TBD	TBD

(8) CLIN Description:

CLIN 00001 – Mission Support Activities:

This CLIN includes the estimated cost and award fee associated with performing work identified within the Task Order PWS with the exception of CLINs 00002 and 00003.

PWS element C.6 Core Functions are intended to capture only programmatic costs for the applicable programs that cannot be specifically attributed to a particular project. Program management and support functions not directly supporting field work shall be costed in the appropriate PWS C.6 Core Functions item in Task Order 3. Project, technical, and field support functions shall be included in the PWS element requiring the support; no costs for field support labor shall be included in PWS element C.6, Core Functions.

CLIN 00002 – Site Usage Fees

This CLIN includes the estimated cost for Site Usage Fees, which cover site services such as emergency services (including fire protection), site emergency preparedness, site-wide regulatory compliance, sanitary waste management services, roads and grounds, etc. The Oak Ridge National Laboratory and Y-12 National Security Complex Management and Operating (M&O) Contractors charge an annual Site Usage Fee per site occupant that is non-fee bearing.

CLIN 00003 – Post-Retirement Medical Benefits, Long-Term Disability, and Pension:

This CLIN includes the estimated cost associated with the Task Order PWS C.2 Post-Retirement Medical Benefits, Long-Term Disability, and Pension. Costs are reimbursed based on allowable actual costs billed to the Contract. There is no fee for this CLIN.

B.3 DOE-B-2013 Obligation of Funds (Oct 2014)

- (a) Pursuant to the clause of this Contract in FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

TBD at Task Order award.

- (b) *Financial plans; cost and encumbrance limitations.* In addition to the limitations provided for elsewhere in this contract, DOE may, through financial plans such as Approved Funding Programs or other directives issued to the Contractor, establish controls on the costs to be incurred and encumbrances to be made in the performance of the contract work. Such plans and directives may be amended or supplemented from time to time by DOE. The Contractor shall:

- (1) Comply with the specific limitations (ceilings) on costs and encumbrances set forth in such plans and directives;
- (2) Comply with other requirements of such plans and directives; and
- (3) Notify DOE promptly, in writing, whenever it has reason to believe that any limitation on costs and encumbrances will be exceeded or substantially underrun.

Section C – Performance Work Statement

The requisite clause information specific to this Task Order included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

C.1 Task Order Requirements

The Mission Support Activities Task Order represents the two (2)-year period immediately following the Contract Implementation period. The detailed scope of work is identified and described in the Master IDIQ Contract. The Contractor shall perform the Section C PWS sections of the Master IDIQ Contract identified below:

- C.2 Post-Retirement Medical Benefits, Long-Term Disability, and Pension Contribution
- C.4.1 CERLCA Disposal Facility Design
[TBD if C.4.2 CERCLA Disposal Facility Construction is needed]
- C.5 Mission Support Activities
- C.6 Core Functions

The Contractor shall ensure this scope is integrated with other Task Orders, as necessary.

Section D – Packaging and Marking

Section D of the Master IDIQ Contract is incorporated by reference.

Section E – Inspection and Acceptance

Section E of the Master IDIQ Contract is incorporated by reference.

Section F – Deliveries or Performance

Section F of the Master IDIQ Contract is incorporated by reference. The requisite clause information specific to this Task Order included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

F.3 Period of Performance

- (a) The overall Task Order Period of Performance (POP) is two (2) years, from [TBD date to TBD date].
- (b) The Contractor shall not be paid for work performed or costs incurred prior to the Task Order effective date. The Contractor is not authorized to proceed beyond the Task Order POP, nor will the Contractor be paid for any costs incurred beyond that period, unless the Task Order is modified by the Contracting Officer to extend the POP.

Section G – Contract Administration Data

Section G of the Master IDIQ Contract is incorporated by reference.

Section H – Special Contract Requirements

Section H of the Master IDIQ Contract is incorporated by reference.

Section I – Contract Clauses

Section I of the Master IDIQ Contract is incorporated by reference.

Section J – List of Documents, Exhibits, and Other Attachments

Section J of the Master IDIQ Contract is incorporated by reference. The requisite clause information specific to this Task Order included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

Section J-7 – Contract Deliverables

In addition to the list of Contract Deliverables specified in Master IDIQ Contract Section J, Attachment J-7, *Contract Deliverables*, the following list of Mission Support Activities deliverables is also required for this Task Order.

Table J-7-1. Mission Support Activities Deliverables

Number	Deliverable	Deliverable Due Date	DOE Action Response	Reference
T3-001	Performance Measurement Baseline (update for Task Order)	Within 30 days of each Task Order issuance	Approve – 30 days	Section C.6.1.1, <i>Project Support Performance Requirements</i>
T3-002	Project Management Plan (and updates) for Capital Asset Projects	As required	Review – 60 days	DOE O 413.3, <i>Program and Project Management for the Acquisition of Capital Assets</i> ; Section C.6.1.1, <i>Project Support Performance Requirements</i>

Acronyms:

DOE U.S. Department of Energy
 DOE O DOE Order
 FFA Federal Facility Agreement

Appendix A: Task Order Assumptions

The following assumptions shall be used in preparation of the Task Order Proposal.

- (1) All proposed direct labor necessary to accomplish the PWS must be dedicated to this Contract. The permanent duty station is located on the Oak Ridge Reservation or in Oak Ridge, Tennessee. The Contractor shall not propose travel-related costs (e.g., per diem, travel, or any other miscellaneous expenses) following the transition period for employees and subcontractors who are permanently assigned to this Contract but reside outside the permanent duty station.
- (2) The Contractor shall assume the planned funding profile provided in Table A-1 below. The funding for Fiscal Year (FY) 2022 through FY 2024 shall be used in planning execution of Task Orders 1, 2, 3, and 4.

Table A-1. Funding Profile (in Millions)

Funding Source	FY 2022	FY 2023	FY 2024	FY 2025
Defense Environmental Cleanup				
OR-0013B	\$18	\$39	\$39	\$39
OR-0020	\$4	\$5	\$5	\$5
OR-0041	\$124	\$154	\$176	\$231
OR-0042	\$127	\$163	\$177	\$202
Line Item 17-D-401 EMDF	\$22	\$73	\$63	\$50
Line Item 14-D-403 OF200*	\$0	\$0	\$0	\$0
TD-100	\$2	\$3	\$3	\$3
Subtotal	\$297	\$437	\$463	\$530
Uranium Enrichment Decontamination and Decommissioning Fund				
OR-0040	\$89	\$88	\$62	\$0
OR-0102	\$15	\$20	\$20	\$15
Subtotal	\$104	\$108	\$82	\$15
Total	\$400	\$545	\$545	\$545

* Line Item 14-D-403 was fully funded in prior years; contract scope will be funded with prior years' appropriations.

Note: The provided funding profile represents the Government’s estimate of future funding. This assumed funding is not a guarantee of available funds. 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 estimated costs and fee and/or prices to be identified in Section B of the Task Orders, inclusive of funding of pension and benefit programs described in Section C.

- (3) Costs to perform all project, technical, and field support functions shall be proposed in the PWS element requiring the support; no costs for field support labor shall be included in PWS element C.6, *Core Functions*. Core Functions are intended to capture only programmatic costs for the applicable programs that cannot be specifically attributed to a particular project.

- (4) The composite rate for services to be performed by ORNL M&O Contractor or Y-12 M&O Contractor employees should be assumed to be \$225.00 per hour.
- (5) Personnel accommodations for the Contractor’s workforce are the responsibility of the Contractor. Such accommodations include parking; storage; laydown; administrative, training, and changing facilities; conference rooms; offices, etc. Personnel accommodations as of July 31, 2020 are provided in Table A-2.

Table A-2. Personnel Accommodations

Location	Approximate Capacity	Cost Assumption
ORNL Central Campus (EM-owned facilities)	155	ORNL site usage fee applies to personnel at these locations.
ORNL Melton Valley (EM-owned facilities)	55	
ORNL Melton Valley Access Road (EM-owned facilities)	65	
Y-12 Biology Complex (EM-owned facilities)	240	Y-12 site usage fee applies to personnel at these locations.
Y-12 Alpha-2 and Beta-1 Complexes (EM-owned facilities)	55	
Y-12 Outfall 200 Construction Areas (EM-owned facilities)	5	
Y-12 Environmental Management Waste Management Area (EM-owned facilities)	75	Y-12 site usage fee does not apply to these locations.
Y-12 Landfill V Area (EM-owned facilities)	45	
701 Scarboro Road (leased from R&R Properties)	200	See information below.
90 Union Valley Road (leased from private owner)	300	See information below.
100 Union Valley Road (leased from private owner)	105	See information below.
1916-T1, T2, T3 Facility (agreement for use of DOE property)	95	See information below.
ETTP (leased facilities and EM-owned trailers)	335	Future Field Operations Center to be established that has no site usage fees, but will require public utilities.

The ORNL and Y-12 M&O Contractors charge an annual site usage fee for each site occupant that covers site services such as emergency services (including fire protection), site emergency preparedness, site-wide regulatory compliance, sanitary waste management services, roads and grounds, etc. Based on FY 2020 rates, a site usage fee of \$5,488 per person per year should be assumed for occupants at ORNL; a site usage fee of \$4,124 per person per year should be assumed for occupants at Y-12.

The 701 Scarboro Road (Oak Ridge, Tennessee) lease with R&R Properties for office space may be assigned from the incumbent contractor.

- 30,000 net usable square feet at \$16/square foot.
- Lease may be renewed for two, one-year options.
 - Option 1 – 8/1/2020 – 7/31/2021, \$480,000 annual, \$40,000 monthly, one month in arrears.

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- Option 2 – 8/1/2021–7/31/2022, \$480,000 annual, \$40,000 monthly, one month in arrears.
- All option years will increase annual lease cost by the consumer price index (CPI) unless the CPI decreases.
- Lease includes 120 designated parking spaces and janitorial/cleaning services for up to 200 personnel. Separate negotiations for added service requirements are required if occupancy exceeds 200.

The 90 Union Valley Road (Oak Ridge, Tennessee) lease with R&R Properties for office space may be assigned from the incumbent contractor.

- 48,730 net usable square feet of building space.
- Lease may be renewed for two, one-year options.
 - Option 1 – 8/1/2020 to 7/31/2021, \$569,922 annually, \$47,493 monthly.
 - Option 2 – 8/1/2021 to 7/31/2022, \$569,922 annually, \$47,493 monthly.
 - All option years will increase annual lease cost by the CPI unless the CPI decreases.
- Lease includes 225 designated parking spaces and janitorial/cleaning services for up to 200 personnel. Janitorial and cleaning services for 201-260 occupants are provided for an additional \$1,500/month. Separate negotiations for added service requirements are required if occupancy exceeds 260.
- R&R Properties leases an additional 125 parking spaces behind 701 Scarboro Road at a monthly rate of \$4,500 (\$54,000 annually).
- R&R provides an annual maintenance contract for the facility generator and uninterrupted power source for \$608.08 monthly (\$7,297 annually).

The lease with R&R Properties for office space at 100 Union Valley Road, Oak Ridge, Tennessee may be assigned from the incumbent contractor.

- 30,600 net usable square feet of building space.
- Total Annual Rent of \$596,036 payable at \$47,493.50 monthly, one month in arrears.
- Additional leased space includes 200 designated parking spaces.

The Building 1916-T1, Oak Ridge, Tennessee agreement with DOE may be assigned from the incumbent contractor.

- 2,000 square foot Property Protection Area at \$10.57 per square foot for an annual total of \$21,240.
- 1,948 square foot Limited Area at \$11.66 per square foot for an annual total of \$23,395.48.

The Building 1916-T2, Oak Ridge, Tennessee agreement with DOE may be assigned from the incumbent contractor.

- Bay 2 includes 4,418 usable square feet of office space and 8,329 usable square feet of warehouse space.
 - August 1, 2020 through October 31, 2021: no charge due to rent concessions from OREM-funded tenant improvements of the area.

- November 1, 2021 and forward: office space is \$13/square foot and warehouse space is \$10/square foot, for an annual total of \$140,724.
- The Annex includes 8,351 usable square feet of office space at \$13/square foot, for an annual total of \$108,563.
 - The Memorandum of Agreement may be extended at the same annual cost of \$108,563 through annual renewal periods until either party decides to terminate with an advance 90-day written notification.
 - DOE provides maintenance, utilities, and janitorial services for occupied office space.

The Building 1916-T3, Oak Ridge, Tennessee agreement with DOE may be assigned from the incumbent contractor.

- 1,913 net usable square feet of office space and 33,185 square feet of land area contained within the fenced area providing paved and grass areas.
 - \$19,130 annually, payable at \$1,595.17 monthly.
 - DOE provides maintenance, utilities and janitorial services for occupied office space.
- (6) PWS-specific assumptions are provided in Table A-3.

Table A-3. PWS-Specific Assumptions

PWS	Assumptions
C.2 Post-Retirement Medical Benefits, Long-Term Disability, and Pension Contributions	The following costs are assumed to apply to this task order POP: FY 2022 \$8 million (assumes five months) FY 2023 \$20 million FY 2024 \$12 million (assumes seven months)
C.4.1 CERCLA Disposal Facility Design	90% Design is complete. The following activities are planned during this task order POP: complete internal Contractor and Independent Design Reviews and comment resolution, finalize the estimate for CD-2/3 baseline preparation and reviews, address FFA comments on D1 Remedial Design Report/Remedial Action Work Plan (Construction), and prepare D2 for issuance.
C.4.2 CERCLA Disposal Facility Construction (i.e., EMDF)	<ul style="list-style-type: none"> ● Site Preparation field work for Phase 1 of EMDF is scheduled to begin in June 2021. ● Construction of Phase 1 of EMDF is scheduled to begin in April 2022.
C.5.1.2 Liquid and Gaseous Waste Operations Infrastructure and Life Extension (ORNL)	Activities are constrained by a budget of \$5 million/year.

Table A-3. PWS-Specific Assumptions

PWS	Assumptions
C.5.2 Transuranic Waste Debris Storage and Shipment Support (ORNL)	<ul style="list-style-type: none"> • Transition of the Transuranic Waste Processing Complex from the incumbent contractor is to be completed on TBD. • 50 55-gallon drums of LLW to be shipped for disposal at NNSS. • 50 55-gallon drums of MLLW to be treated and shipped for disposal at NNSS. • Packaged and certified CH-TRU inventory for shipment to WIPP is 3,650 55-gallon drums. • Packaged and certified RH-TRU inventory for shipment to WIPP is 150 RH-TRU removable lid canisters stored in RH overpacks. • CH-TRU Shipments to the WIPP: one TRU-Pack II shipment per week, 43 weeks a year, ongoing. • RH-TRU Shipments to WIPP will not occur during the Period of Performance (POP) for Task Order 3. • TRU sludge processing operations will not occur during the POP for this task order.
C.5.3 ORNL Surveillance and Maintenance of EM Facilities and Sites, and Environmental Monitoring	Transition of the Building 3019 and 2026 Complexes from the incumbent contractor will not occur during the Task Order 3 Period of Performance.
C.5.3.2 Molten Salt Reactor Experiment Enhanced Maintenance (ORNL)	Activities are constrained by a budget of \$5 million/year.
C.5.5 CERCLA Disposal Facilities and ORR Landfills Management and Operations	Phase 1 of the EMDF will not be operational during the Task Order 3 Period of Performance.
C.5.7.1 ETTP Site Closure	<ul style="list-style-type: none"> • Dispose of the sludge by-product from the Rarity Ridge waste water treatment plant owned and operated by the City Of Oak Ridge due to elevated levels of Tc-99. Sludge accumulates at approximately 5,000 gallons every 2 months, and is planned to be shipped off-site for treatment and disposal until Tc-99 levels have decreased to allowable concentrations. Samples are planned to be collected at the waste water treatment plant in advance of each shipment for trending and analysis. • Improve the safety and aesthetics of the waterway/shoreline of Poplar Creek through the removal of structural and material hazards at ETTP.
C.6.1.3 Health and Safety	Approximately 50 OREM employees will require comprehensive health screening and medical surveillance services annually.
C.6.1.4 Radiation Protection	Approximately 75 OREM representatives will require ongoing radiation monitoring and reporting.

Table A-3. PWS-Specific Assumptions

PWS	Assumptions
C.6.2.1 Reservation Management	The following costs are assumed to apply to this task order POP as OREM’s share of Reservation Management cost provided by the ORR Cleanup Contractor to the Oak Ridge Integrated Support Center: FY 2022 \$900K (assumes five months) FY 2023 \$2,200K FY 2024 \$1,300K (assumes seven months)
C.6.2.3 Emergency Management and Fire Protection	<ul style="list-style-type: none"> • ETTP: Fire protection and emergency response provided by the City of Oak Ridge. • Fire and emergency response costs at ORNL and Y-12 are provided through site usage fees at each respective site.
C.6.2.4 Technology Development	Activities are constrained by a budget of \$3 million/year.

Acronyms:

CD	Critical Decision	LLW	Low-level radioactive waste
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act	MLLW	Mixed low-level radioactive waste
CH	contact-handled	NNSS	Nevada National Security Site
EM	DOE Office of Environmental Management	OREM	Oak Ridge Office of Environmental Management
EMDF	Environmental Management Disposal Facility	ORNL	Oak Ridge National Laboratory
ETTP	East Tennessee Technology Park	ORR	Oak Ridge Reservation
FY	fiscal year	PWS	Performance Work Statement
FFA	Federal Facility Agreement	RH	remote-handled
		TRU	transuranic
		WIPP	Waste Isolation Pilot Plant

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