

## SECTION B

### SUPPLIES OR SERVICES AND PRICES/COSTS

#### B.1 TYPE OF TASK ORDER - ITEMS BEING ACQUIRED

- (a) This task order is a small business set aside containing Firm-Fixed-Price (FFP) and Fixed Unit Rate Price Contract Line Items (CLINs) that include Environmental Monitoring, Surveillance and Maintenance (S&M), Facility Maintenance and Infrastructure Support, Project Support, and Decontamination and Demolition (D&D) activities for the Energy Technology Engineering Center (ETEC). This task order shall be performed under Item 001, *Environmental Remediation Services, Deactivation, Decommissioning, Demolition, and Removal (DD&R) of Facilities (Contaminated), Waste Management Services, and Regulatory Services*, of the DOE Environmental Management Nationwide Multiple Award Indefinite Delivery Indefinite Quantity (IDIQ) – Set-aside contract (*herein referred to as the ID/IQ Basic Contract*).
- (b) The Contractor shall be responsible for planning, managing, integrating, and executing the work as described in Section C, Performance Work Statement (PWS) in a safe, efficient, and effective manner. The Contractor shall furnish all personnel, facilities, equipment, supplies, and services (except as furnished by the DOE) and otherwise do all the things necessary for, or incidental to, task order performance.
- (c) The task order contains CLINs for Decontamination and Demolition (D&D) activities work for which options may be exercised. Should an option be exercised for any of the D&D CLINs, the Contractor shall prepare D&D work plans, process work plan approval through the California Department of Toxic Substance Control (DTSC), and provide the actual D&D effort for each facility on site. The contemplated D&D option CLINs are organized per facility D&D effort and do not have to be performed in sequential order. The D&D options may be exercised at any time, may be exercised concurrently, and may be exercised in any order (with the exception of the D&D option for the Radioactive Materials Handling Facility, which will be the last option exercised under the D&D work), during the task order period of performance based upon funding and necessary regulatory approvals. DOE can exercise any D&D option CLIN at any time and in any order regardless of the contractor's technical approach to D&D. Prior to any D&D option being exercised, DOE must complete an Environmental Impact Statement (EIS) and issue a Record of Decision (ROD) pursuant to the National Environmental Policy Act (NEPA) requirements. Completing the EIS and issuing the ROD are DOE functions and are not included in this task order scope. Completion of these activities is currently anticipated by December 2015, therefore the Government does not anticipate exercising any D&D option prior to January 1, 2016.

**B.2 TASK ORDER PRICE SCHEDULE**

| CLIN   | Description of Services   | Quantity | Unit     | Total Firm Fixed Price           |
|--|---|----------|----------|----------------------------------|
| 00001  | Section C.1.1 – Transition (90 days or less from Notice to Proceed)   | 1        | Lump Sum | \$ _____<br>(FFP for CLIN 00001) |
| <b>TASK ORDER BASE CLINS 00002 – 00004 (36 MONTHS)</b> |   |          |          |                                  |
| 00002  | <p>Section C.2.1.2 – Groundwater Management Monitoring at Building 4024</p> <p>a. The Contractor shall perform the activities at Section C.2.1.2 for dispositioning 60,000 gallons of water over the three-year base period at the firm fixed price (FFP) specified for CLIN 00002. The FFP for CLIN 00002 will not be renegotiated unless the quantity to be dispositioned changes by more than plus or minus 15% during the three-year base period in accordance with Section I clause FAR 52.211-18, Variation in Estimated Quantity.</p> <p>b. DOE will pay the Contractor the FFP for CLIN 00002 to disposition 60,000 gallons of water plus or minus 15% over the three-year base period. Should the actual amount of water to be dispositioned over the three-year base period change by more than plus or minus 15% from the base quantity of 60,000 gallons, DOE will renegotiate the FFP for this CLIN based on the fixed unit rate price per gallon as stated below. The Contractor shall provide the fixed unit rate per gallon.</p> <p>Fixed Unit Rate Price per Gallon to Disposition: \$ _____</p> | 60,000   | Gallons  | \$ _____<br>(FFP for CLIN 00002) |
| 00003  | <p>Section C.2.2 – Groundwater (GW) Monitoring Activities</p> <p>a. The Contractor shall perform the GW monitoring activities at Section C.2.2 for 120 wells over the task order three-year base period at the FFP specified for CLIN 00003. The FFP for CLIN 00003 is based on both the different types of wells to be sampled and the corresponding analysis requirement activities. The FFP for CLIN 00003 will not be renegotiated unless the quantity of wells to be monitored and sampled changes by more than plus or minus 5% during the three-year base period in accordance with Section H.105 <i>Variation in Estimated Quantity</i>.</p>  | 120      | Wells    | \$ _____<br>(FFP for CLIN 00003) |

| CLIN   | Description of Services   | Quantity | Unit    | Total Firm Fixed Price                 |
|--|---|----------|---------|--|
|  | <p>b. DOE will pay the Contractor the FFP for CLIN 00003 to monitor and sample 120 wells plus or minus 5% over the three-year base period. Should the actual number of wells to be monitored and sampled over the three-year base period change by more than plus or minus 5% from the base quantity of 120 wells, DOE will renegotiate the FFP for this CLIN based on the fixed unit rate price per well as stated below, depending upon which additional sampling and analysis activity is required.</p> <p><b>Monitoring and Sampling Fixed Unit Rate Price with VOCs/TPH sampling and analysis: \$_____</b></p> <p><b>Monitoring and Sampling Fixed Unit Rate Price with RADS sampling and analysis: \$_____</b></p> <p><b>Monitoring and Sampling Fixed Unit Rate Price with Metals sampling and analysis: \$_____</b></p> |          |         |  |
| 00004  | Section C.1.2; C.2.1.1; C.3; C.4; and C.5 – General Environmental Monitoring, Surveillance and Maintenance Activities, Non D&D Waste Management Activities, Project Support   | 36       | MO      | \$_____<br><b>(FFP for CLIN 0004)</b>  |
| <b>TASK ORDER OPTION CLINS 00005 – 00007 (24 MONTHS)</b> |   |          |         |  |
| 00005  | <p><b>Option:</b> Section C.2.1.2 – Groundwater Management Monitoring at Building 4024</p> <p>a. The Contractor shall perform the activities at Section C.2.1.2 for dispositioning 40,000 gallons of water over the two-year option period at the FFP specified for CLIN 00005. The FFP for CLIN 00005 will not be renegotiated unless the quantity to be dispositioned changes by plus or minus 15% during the two-year option period in accordance with Section I clause FAR 52.211-18.</p> <p>b. DOE will pay the Contractor the FFP for CLIN 00005 to disposition 40,000 gallons of water plus or minus 15% over the two-year option period. Should the actual amount of water to be dispositioned over the two-year option period change by more than plus or minus 15% from the</p>                                       | 40,000   | Gallons | \$_____<br><b>(FFP for CLIN 00005)</b> |

| CLIN  | Description of Services  | Quantity | Unit  | Total Firm Fixed Price                 |
|-------|--|----------|-------|--|
|       | <p>base quantity of 40,000 gallons, DOE will renegotiate the FFP for this CLIN based on the fixed unit price per gallon as stated below. The Contractor shall provide the fixed unit rate per gallon.</p> <p>Fixed Unit Rate Price per Gallon to Disposition: \$_____</p>  |          |       |  |
| 00006 | <p><b>Option:</b> Section C.2.2 – Groundwater (GW) Monitoring Activities</p> <p>a. The Contractor shall perform GW monitoring activities at Section C.2.2 for 80 wells over the task order two-year option period at the FFP specified for this CLIN. The FFP for this CLIN is based on both the different types of wells to be sampled and the corresponding analysis requirement activities. The FFP for this CLIN will not be renegotiated unless the quantity of wells to be monitored and sampled changes by plus or minus 5% during the two-year option period in accordance with Section H.105 <i>Variation in Estimated Quantity</i>.</p> <p>b. DOE will pay the Contractor the FFP for CLIN 00006 to monitor and sample 80 wells plus or minus 5% over the two-year option period. Should the actual number of wells to be monitored and sampled over the two-year option period change by more than plus or minus 5% from the base quantity of 80 wells, DOE will renegotiate the FFP for this CLIN based on the fixed unit rate price per well as stated below, depending upon which additional sampling and analysis activity is required..</p> <p><b>Monitoring and Sampling Fixed Unit Rate Price with VOCs/TPH sampling and analysis: \$_____</b></p> <p><b>Monitoring and Sampling Fixed Unit Rate Price with RADS sampling and analysis: \$_____</b></p> <p><b>Monitoring and Sampling Fixed Unit Rate Price with Metals sampling and analysis: \$_____</b></p> | 80       | Wells | \$_____<br><b>(FFP for CLIN 00006)</b> |
| 00007 | <p><b>Option:</b> C.1.2; C.2.1.1; C.3; C.4; and C.5 – General Environmental Monitoring, Surveillance and Maintenance Activities, Non D&amp;D Waste Management Activities, Project Support</p>  | 24       | MO    | \$_____<br><b>(FFP for CLIN 00007)</b> |

| CLIN   | Description of Services   | Quantity | Unit     | Total Firm Fixed Price                  |
|--|---|----------|----------|---|
| <b>TASK ORDER OPTION CLINS 00008 - 00012 (D&amp;D)</b> |   |          |          |   |
| 00008  | <b>Option:</b> Section C.6.1, C.6.2, C.6.3, and C.6.4 for the D&D of the Hazardous Waste Management Facility (HWMF) Complex | 1        | Lump Sum | \$ _____<br><b>(FFP for CLIN 00008)</b> |
| 00009  | <b>Option:</b> Section C.6.1, C.6.2, C.6.3, and C.6.4 for the D&D of the Sodium Pump Test Facility (SPTF)                   | 1        | Lump Sum | \$ _____<br><b>(FFP for CLIN 00009)</b> |
| 00010  | <b>Option:</b> Section C.6.1, C.6.2, C.6.3, and C.6.4 for the D&D of the SNAP Environmental Test Facility (SETF)            | 1        | Lump Sum | \$ _____<br><b>(FFP for CLIN 00010)</b> |
| 00011  | <b>Option:</b> Section C.6.1, C.6.2, C.6.3, and C.6.4 for the D&D of the Former ETEC HQ and LMDL-2                          | 1        | Lump Sum | \$ _____<br><b>(FFP for CLIN 00011)</b> |
| 00012  | <b>Option:</b> Section C.6.1, C.6.2, C.6.3, and C.6.4 for the D&D of the Radioactive Materials Handling Facility (RMHF)     | 1        | Lump Sum | \$ _____<br><b>(FFP for CLIN 00012)</b> |

The Contractor's total Firm Fixed Price for CLINs 00001 through 00012 is \$\_\_\_\_\_.

### **B.3 LIMITATION OF GOVERNMENT'S OBLIGATION (For Firm-Fixed-Price CLINs)**

- (a) Funds have not been allotted for performance under this Task Order for firm-fixed price CLINs **TBD** beyond the dates noted in B.4. The Government has allotted the following amount of funds to the firm-fixed price CLIN(s): see B.4. The Government is not obligated to reimburse the Contractor for work performed under the firm-fixed price CLIN(s) for any costs in excess of the total amount allotted by the Government for the firm-fixed price CLIN(s). The Government's obligation for performance of the firm-fixed price CLIN(s) beyond the date listed above is contingent upon the availability of appropriated funds from which payment for Task Order purposes can be made and upon its continuing need for the effort required by the firm-fixed price CLIN(s).
- (b) The Contractor agrees to perform work for the firm-fixed price CLIN(s) up to the point at which the total amount paid and payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the firm-fixed price CLIN(s). The Contractor is not authorized to continue work on those item(s) beyond that point. The Government is not obligated in any event to reimburse the Contractor in excess of the amount allotted to the Task Order for those firm-fixed price CLIN(s). As used in this clause, the total amount paid and payable by the Government includes costs incurred in performance of those firm-fixed price CLIN(s) or as a result of termination for those item(s).
- (c) The Contractor shall notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount paid and payable by the Government, including any cost for termination, will approximate 85% of the total amount then allotted to the Task Order for performance of the applicable CLIN(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds. Further, once notified, the Contracting Officer will advise the Contractor in writing whether or not it can continue work after the estimated date. The Government is not obligated to reimburse the Contractor for performance of the firm-fixed price CLIN(s) in excess of the total amount allotted by the Government to those items. The Contractor is not obligated to continue performance under this Task Order (including actions under the Termination clause of this Task Order) or otherwise incur costs in excess of the amount allotted to the Task Order by the Government. The Contracting Officer will issue direction to the Contractor regarding how to proceed if no additional funds are allotted for performance of the firm-fixed price CLIN(s).
- (d) When additional funds are allotted for continued performance of the firm-fixed price CLIN(s) identified in paragraph (a) of this clause, the parties will agree as to the period of Task Order performance that will be covered by the additional funds. The provisions of

paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds.

- (e) The Government may at any time prior to termination allot additional funds for the performance of the firm-fixed CLIN(s).
- (f) The termination provisions of this clause do not limit the rights of the Government under the Section I FAR 52.249-8 clause entitled "Default (Fixed-Price Supply and Service)." This clause no longer applies once the task order is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) of this clause.
- (g) Nothing in this clause affects the right of the Government to terminate this Task Order pursuant to the Section I FAR 52.249-2 clause entitled "Termination for Convenience of the Government (Fixed Price)" or "Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)".
- (h) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

**B.4 OBLIGATION OF FUNDS**

Pursuant to Section B.3 clause entitled "Limitation of Government's Obligation", the total amounts of incremental funding allotted to each CLIN and the anticipated dates through which performance is funded are as follows:

| CLIN  | Funding Amount<br>(current action) | Cumulative<br>Funding Amount | Performance Funded<br>Through Date |
|-------|------------------------------------|------------------------------|------------------------------------|
| 00001 |                                    |                              |                                    |
| 00002 |                                    |                              |                                    |
| 00003 |                                    |                              |                                    |
| 00004 |                                    |                              |                                    |
| 00005 |                                    |                              |                                    |
| 00006 |                                    |                              |                                    |
| 00007 |                                    |                              |                                    |
| 00008 |                                    |                              |                                    |
| 00009 |                                    |                              |                                    |
| 00010 |                                    |                              |                                    |
| 00011 |                                    |                              |                                    |
| 00012 |                                    |                              |                                    |

## **B.5 AUTHORIZATION OF TASK ORDER TRANSITION COSTS**

The Task Order Transition Period will begin with the issuance of a Notice to Proceed (NTP) by DOE. The Transition Period is anticipated to be ninety (90) days. During the Transition Period, the Contractor shall bring to the site its management team (including, but not limited to all Key Personnel) and other staff necessary to plan and conduct those activities (see PWS C.1.1) that provide for an orderly transfer of responsibilities and accountability, as authorized by the CO. The Contractor shall coordinate its activities with DOE.