

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 U.S. Department of Energy (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 DOE and the California Department of Toxic Substances Control (DTSC), and provide the actual D&D effort for each facility designated in the CLIN option that was exercised. The contemplated D&D option CLINs are organized per facility D&D effort and shall be performed in the following sequential order: first CLIN 00008, then CLIN 00009 and lastly CLIN 00010. CLIN 00010 for RMHF shall be the last D&D work scope activity performed under the Task Order. The D&D options may be exercised at any time after January 1, 2016 and may be exercised concurrently during the Task Order period of performance based upon funding and necessary regulatory approvals. 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.
- (d) DOE will make a single decision to exercise the options for CLINs 00005 – 00007, which will be issued to either extend, or not extend, all three of these CLINs.

B.2 TASK ORDER PRICE SCHEDULE

(a) The price schedule below sets forth the FFP and Fixed Unit Rate Price CLINs that include Transition, Environmental Monitoring, S&M, Facility Maintenance and Infrastructure Support, Project Support, and D&D activities for ETEC.

| CLIN | Description of Services | Quantity | Unit | Total Firm Fixed Price |
|--|---|----------|----------|---|
| 00001 | Section C.1.1.1 – Transition (90 days or less from Notice to Proceed) | 1 | Lump Sum | [\$[Contractor Fill-in] (FFP for CLIN 00001) |
| TASK ORDER BASE CLINS 00002 – 00004 (36 MONTHS) | | | | |
| 00002 | <p>Section C.2.1.2 – Groundwater Management 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 varies from the base quantity of 60,000 gallons by more than plus or minus 10% during the three-year base 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 00002 to disposition 60,000 gallons of water plus or minus 10% over the three-year base period. Should the actual amount of water to be dispositioned over the three-year base period vary by more than plus or minus 10% 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. DOE will reimburse the Contractor on a fixed rate basis for quantities exceeding 66,000 gallons (60,000 + 10%) over the three-year period and will withhold payment from the Contractor on a fixed rate basis for quantities less than 54,000 gallons (60,000 - 10%) over the three-year period. The Contractor shall provide the fixed unit rate per gallon.</p> <p>Fixed Unit Rate Price per Gallon to Disposition: [\$[Contractor Fill-in]</p> | 60,000 | Gallons | [\$[Contractor Fill-in] (FFP for CLIN 00002) |

| CLIN | Description of Services | Quantity | Unit | Total Firm Fixed Price |
|-------|--|----------|-----------------|---|
| 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 sampling events 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 sampling events varies from the base quantity of 120 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> <p>b. DOE will pay the Contractor the FFP for CLIN 00003 for 120 sampling events plus or minus 5% over the three-year base period. Should the actual number of sampling events over the three-year base period vary by more than plus or minus 5% from the base quantity of 120 sampling events, DOE will renegotiate the FFP for this CLIN based on the fixed unit rate price per sampling event as stated below, depending upon which additional sampling and analysis activity is required. DOE will reimburse the Contractor on a fixed rate basis for quantities exceeding 126 sampling events (120 + 5%) over the three-year period and will withhold payment from the Contractor on a fixed rate basis for quantities fewer than 114 sampling events (120 - 5%) over the three-year period.</p> <p>Monitoring and Sampling Fixed Unit Rate Price with VOCs/TPH sampling and analysis: \$[Contractor Fill-in]</p> <p>Monitoring and Sampling Fixed Unit Rate Price with RADS sampling and analysis: \$[Contractor Fill-in]</p> <p>Monitoring and Sampling Fixed Unit Rate Price with Metals sampling and analysis: \$[Contractor Fill-in]</p> | 120 | Sampling Events | <p>\$[Contractor Fill-in] (FFP for CLIN 00003)</p> |
| 00004 | <p>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</p> | 36 | Months | <p>\$[Contractor Fill-in] (FFP for CLIN 00004)</p> |

| CLIN | Description of Services | Quantity | Unit | Total Firm Fixed Price |
|--|---|----------|-----------------|---|
| TASK ORDER OPTION CLINS 00005 – 00007 (24 MONTHS) | | | | |
| 00005 | <p>Option: Section C.2.1.2 – Groundwater Management 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 varies from the base quantity of 40,000 gallons by plus or minus 10% 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 00005 to disposition 40,000 gallons of water plus or minus 10% over the two-year option period. Should the actual amount of water to be dispositioned over the two-year option period vary by more than plus or minus 10% from the 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. DOE will reimburse the Contractor on a fixed rate basis for quantities exceeding 44,000 gallons (40,000 + 10%) over the two-year period and will withhold payment from the Contractor on a fixed rate basis for quantities less than 36,000 gallons (40,000 - 10%) over the two-year period. The Contractor shall provide the fixed unit rate per gallon.</p> <p>Fixed Unit Rate Price per Gallon to Disposition: #[Contractor Fill-in]</p> | 40,000 | Gallons | #[Contractor Fill-in] (FFP for CLIN 00005) |
| 00006 | <p>Option: 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 sampling events 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 requirements. The FFP for this CLIN will not be renegotiated unless the quantity of sampling events varies from the base quantity of 80 by plus or minus 5% during the two-year option period in accordance with Section H.105 <i>Variation in Estimated Quantity</i>.</p> | 80 | Sampling Events | #[Contractor Fill-in] (FFP for CLIN 00006) |

| CLIN | Description of Services | Quantity | Unit | Total Firm Fixed Price |
|--|---|----------|----------|--|
| | <p>b. DOE will pay the Contractor the FFP for CLIN 00006 for 80 sampling events plus or minus 5% over the two-year option period. Should the actual number of sampling events over the two-year option period vary by more than plus or minus 5% from the base quantity of 80 sampling events, DOE will renegotiate the FFP for this CLIN based on the fixed unit rate price per sampling event as stated below, depending upon which additional sampling and analysis activity is required DOE will reimburse the Contractor on a fixed rate basis for quantities exceeding 84 sampling events (80 + 5%) over the two-year period and will withhold payment from the Contractor on a fixed rate basis for quantities fewer than 76 sampling events (80 - 5%) over the two-year period.</p> <p>Monitoring and Sampling Fixed Unit Rate Price with VOCs/TPH sampling and analysis: \$[Contractor Fill-in]</p> <p>Monitoring and Sampling Fixed Unit Rate Price with RADS sampling and analysis: \$[Contractor Fill-in]</p> <p>Monitoring and Sampling Fixed Unit Rate Price with Metals sampling and analysis: \$[Contractor Fill-in]</p> | | | |
| 00007 | <p>Option: 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</p> | 24 | Months | \$[Contractor Fill-in] (FFP for CLIN 00007) |
| TASK ORDER OPTION CLINS 00008 - 00010 (D&D) | | | | |
| 00008 | <p>Option: 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, the Sodium Pump Test Facility (SPTF), and the Former ETEC HQ and LMDL-2.</p> | 1 | Lump Sum | \$[Contractor Fill-in] (FFP for CLIN 00008) |
| 00009 | <p>Option: 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)</p> | 1 | Lump Sum | \$[Contractor Fill-in] (FFP for CLIN 00009) |

| CLIN | Description of Services | Quantity | Unit | Total Firm Fixed Price |
|-------|---|----------|----------|---|
| 00010 | Option: 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 | [\$[Contractor Fill-in] (FFP for CLIN 00010) |

(b) The Contractor's total Firm Fixed Price for CLINs 00001 through 00010 is \$[Contractor Fill-in].

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 (current action) | Cumulative Funding Amount | Performance Funded Through Date |
|-------|------------------------------------|------------------------------|------------------------------------|
| 00001 | | | |
| 00002 | | | |
| 00003 | | | |
| 00004 | | | |
| 00005 | | | |
| 00006 | | | |
| 00007 | | | |
| 00008 | | | |
| 00009 | | | |
| 00010 | | | |

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.

B.6 RECYCLABLE MATERIAL – D&D OPTION CLIN 00008

Recyclable material should be anticipated under D&D Option CLIN 00008 and may be factored into the overall proposed FFP for D&D Option CLIN 00008. This recyclable material includes, but is not limited to, steel and copper from buildings 4462 and 4463. DOE will relinquish title to this recyclable material in exchange for consideration of the recycled material which should be reflected in the proposed price for D&D Option CLIN 00008.