

**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS
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B.1 TYPE OF TASK ORDER - ITEMS BEING ACQUIRED

This is a hybrid Task Order containing both cost reimbursable and Firm Fixed-Price elements including award fee components for the Deactivation of the Paducah Gaseous Diffusion Plant (PGDP). The Contractor shall furnish all personnel, facilities, equipment, supplies, and services (except as furnished by the DOE as set forth in this Task Order) and otherwise do all the things necessary for or incident to performing the work under this Task Order in a safe, efficient, and effective manner. This work shall be performed in accordance with the requirements of this Task Order and the DOE Environmental Management Nationwide Multiple Award Indefinite Delivery Indefinite Quantity (IDIQ) - Unrestricted Contract (*herein referred to as the IDIQ Basic Contract*).

The Task Order consists of the following separately priced Contract Line Item Numbers (CLINs):

| CLIN | CLIN Title | PWS Section |
|-------|--|--|
| 0001 | Implementation Period | C.1.1 |
| 0002 | Project Management | C.1.2 |
| 0003 | Facility Deactivation and Infrastructure Optimization and Surveillance and Maintenance and Utility Operations) | C.1.3 and C.1.4 (except C.1.4.3) |
| 0004 | Cylinder Transfers | C.1.4.3 |
| 0005 | Deactivation, Decontamination and Demolition | C.1.5 |
| 0006 | On-Site Waste Disposal Facility | C.1.6.1 |
| 0007 | Post GDP Shutdown Environmental Services (Cost Reimbursable) - C-400 Source Treatment Operations; Southwest Plume Source Treatment Operations; Post-GDP Shutdown Soils and Surface Water OUs; Balance of BGOU; Environmental Services Waste Operations | C.1.7.2.2, C.1.7.2.3, C.1.7.3, C.1.7.4.2 and C.1.7.6 |
| 0008 | Post GDP Shutdown Environmental Services (Firm-Fixed Price) | C.1.7 |
| 0008A | Pump & Treat Operations | C.1.7.2.1 |
| 0008B | Burial Grounds SWMUs 5 & 6 Cap | C.1.7.4.1 |
| 0008C | Environmental Monitoring | C.1.7.5 |

B.2 TASK ORDER CLINS

Contract Line Number (CLIN):

CLIN 0001 – Task Order Implementation Period (Cost Reimbursable) – See Section C, Performance Work Statement (PWS) C.1.1. The Task Order Implementation Period is anticipated to be a period beginning with issuance of the Notice to Proceed (NTP) and extending 90 days. There is no fee for the Task Order Implementation Period.

Estimated Cost (no fee): \$ _____

CLIN 0002 – Project Management (Cost Reimbursable) – See Section C, PWS C.1.2. This CLIN is anticipated to commence immediately after issuance of a Notice to Proceed. There is no fee for the costs paid to the benefits administrator for the defined benefit pension plan costs and healthcare benefit costs, (i.e. Multi-Employer Pension Plan/Multi-Employer Welfare Arrangement (MEPP/MEWA)).

Estimated Cost: \$ _____
Available Award Fee: \$ _____
Total Price: \$ _____

CLIN 0003 – Facility Deactivation and Infrastructure Optimization and Surveillance and Maintenance and Utility Operations (Cost Reimbursable) – See Section C, PWS C.1.3 and C.1.4 (except C.1.4.3).

Estimated Cost: \$ _____
Available Award Fee: \$ _____
Total Price: \$ _____

CLIN 0004 – Cylinder Transfers (Cost Reimbursable) – See Section C, PWS C.1.4.3.

Estimated Cost: \$ _____
Available Award Fee: \$ _____
Total Price: \$ _____

CLIN 0005 – Deactivation, Decontamination and Demolition (Cost Reimbursable) – See Section C, PWS C.1.5.

Estimated Cost: \$ _____
Available Award Fee: \$ _____
Total Price: \$ _____

CLIN 0006 – On-Site Waste Disposal Facility Design (Cost Reimbursable) – See Section C, PWS C.1.6.1.

Estimated Cost: \$ _____
Available Award Fee: \$ _____
Total Price: \$ _____

CLIN 0007 – Post GDP Shutdown Environmental Services (Cost Reimbursable) – See Section C, PWS C.1.7.

CLIN 0007 - (See Section C, PWS, C.1.7.2.2, C.1.7.2.3, C.1.7.3, C.1.7.4.2 and C.1.7.6)

Estimated Cost: \$ _____
Available Award Fee: \$ _____

Total Price: \$ _____

CLIN 0008 – Post GDP Shutdown Environmental Services (Firm Fixed Price)

Note: After award of the Task Order, the Government will provide a schedule for how the proposed FFP funds will be allotted by unit of measure.

SubCLIN 0008A- Pump & Treat (See Section C, PWS C.1.7.2.1)

Firm-Fixed Price: \$ _____

SubCLIN 0008B – Burial Grounds SWMUs 5 & 6 Cap (See Section C, PWS C.1.7.4.1)

Firm-Fixed Price: \$ _____

SubCLIN 0008C - Environmental Monitoring (See Section C, PWS C.1.7.5)

Firm-Fixed Price: \$ _____

Total Price CLIN 0008: \$ _____

Task Order Totals

(A) Total Estimated Cost - CLINs 0001 through 0007 \$ _____

(B) Total Available Award Fee for CLINs 0002 through 0007 \$ _____

(C) Total Firm Fixed Price – CLIN 0008 \$ _____

Total Task Order Amount (A+B+C): \$ _____

B.3 OBLIGATION OF FUNDS

- a. Pursuant to Section B.9 clause entitled “Limitation of Government’s Obligation”, the total amount of incremental funding allotted is:

| Date | SubCLIN | Accounting and Appropriation Data | Amount | Cumulative |
|------|---------|-----------------------------------|--------|------------|
| | 0008A | | | |
| | 0008B | | | |
| | 0008C | | | |

- b. Pursuant to Section I clause entitled FAR 52.232-22 “Limitation of Funds”, the total amount of incremental funding allotted is:

| Date | CLIN | Accounting and Appropriation Data | Amount | Cumulative |
|------|------|-----------------------------------|--------|------------|
| | 0001 | | | |
| | 0002 | | | |
| | 0003 | | | |
| | 0004 | | | |
| | 0005 | | | |
| | 0006 | | | |
| | 0007 | | | |

- c. The Contractor shall not begin performance on a CLIN unless it has been authorized by the Contracting Officer (CO). The Contractor shall not be entitled to earn fee for work not authorized by the CO.

B.4 AWARD FEE

- a. Definitions:

1. *Earned fee* means the fee due the Contractor by virtue of its meeting the Task Order requirements and the Award Fee Plan entitling it to fee. Earned fee does not occur until the Contractor has met all conditions stated in the Task Order and the Award Fee Plan for earning fee.
2. *Available fee* means fee the Contractor might earn but has not yet earned.
3. *Provisional payment of fee* means the Government’s paying available fee to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee.

- b. The Government’s determination that the Contractor has met the requirements for the provisional payment of fee has no implications for the Government’s eventual determination that the Contractor has or has not earned the associated available fee for the incentive. Provisional payment of fee is a separate and distinct concept from earned fee. The Contractor could in some instances, for example, receive 100% of possible provisional fee payments yet not earn any fee (the Contractor would be required to return all of the provisional fee payments). The Contractor could in other instances, for example, receive 0% of possible provisional fee payments yet earn the entire amount of available fee (it would not receive any fee payments until the Government’s determination that the Contractor had earned the associated available fee for the incentive).

Determinations of earned fee will be made in the final evaluation at the end of the Task Order period of performance. All payments made by the Government to the Contractor related to fee prior to the end of the Task Order’s period of performance will be provisional payments of fee.

If during the Contractor's performance of the Task Order, the Government estimates the Contractor will not earn fee, provisional payments of fee will end and the Contractor must immediately return all provisional payments of fee.

If during the Contractor's performance of the Task Order, the Government estimates the Contractor will not earn fee equal to provisional payments of fee already made, provisional payments of fee will end and the Contractor must immediately return all provisional payments of fee that exceed the amount of fee the Government estimates the Contractor will earn.

After the Government has made its determination of earned fee at the end of the Task Order's period of performance, the Government will pay the Contractor (if the earned fee exceeds provisional payments of fee retained) or the Contractor will refund the Government (if the provisional payments of fee retained exceed the earned fee) the difference between earned fee and provisional payments of fee retained.

- c. Beginning at issuance of the Notice to Proceed, the Government will begin evaluating the Contractor's performance in accordance with the Award Fee Plan (also known as a Performance Evaluation and Measurement Plan (PEMP)), Section J, Attachment J-11 to this Task Order. The CO will prepare and issue the Award Fee Plan unilaterally 30 days prior to the start of each award fee period. The Government may unilaterally revise the distribution of the available provisional award fee in evaluation periods. The CO will notify the Contractor in writing of such changes before the relevant evaluation period begins, and the award fee plan will be modified accordingly. After an evaluation period has begun, changes may only be made by mutual agreement of the parties.
- d. The Contractor can earn up to the Total Available Award Fee specified in Section B.2 above, which is subject to the maximum fee percentage in accordance with the ID/IQ Basic Contract at Section B.2 EMCBC-B-1002 Fee Ceiling of this Task Order. The maximum fee computation is on proposed costs for CLINs 0002 – 0007 excluding the costs paid to the benefits administrator for the defined benefit pension plan and healthcare benefits (i.e., Multi-Employer Pension Plan/Multi-Employer Welfare Arrangement (MEPP/MEWA costs)).
- e. There is no Base Fee for this Task Order. In addition, there is no fee for the Task Order Implementation Period (CLIN 0001, Section C.1.1.), and no fee is to be paid for the costs paid to the benefits administrator for the defined benefit pension plan and healthcare benefits (i.e., Multi-Employer Pension Plan/Multi-Employer Welfare Arrangement (MEPP/MEWA)).
- f. It is anticipated that provisional fee payments will be paid annually in accordance with the annual award fee evaluation periods. Provisional fee payments will be based on the quarterly performance evaluations and the annual FDO provisional fee determinations. No such provisional payments will be authorized, however, unless or until the Contractor has a DOE approved contract Earned Value Management System and Contract Performance Baseline, for this Task Order.

- g. All provisional and earned award fee determinations are unilateral decisions made solely at the discretion of the Government.
- h. Additionally, note that other Task Order clauses set forth circumstance where fee may also be reduced, such as B.7, H.112, and I.230.

B.5 AUTHORIZATION OF TASK ORDER IMPLEMENTATION COSTS

- a. The Task Order Implementation Period will begin with the issuance of a Notice to Proceed (NTP) by DOE. The Implementation Period is anticipated to be ninety (90) days. During the Implementation 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. All Task Order Implementation costs shall be included in the Total Estimated Contract Cost of this Task Order. There is no fee authorized for the Task Order Implementation activities or period.

B.6 ADVANCE UNDERSTANDING – CHANGES TO CONTRACT COST AND CONTRACT FEE

- a. The Contractor is responsible for total performance under this Task Order, including selecting the specific approaches and methods to perform all work. For all Task Order work within the control of the Contractor, the consequences of any adverse Contractor work performance; consequences of any regulatory actions in response to adverse Contractor work performance; and/or inability to accomplish the Contractor's proposed technical approach shall not be a basis for an upward adjustment to the fee(s) of the Task Order.
- b. Except for the development of a uranium transfer program, development and approval of the Uranium Transfer Plan required under the Task Order, continuing administration of the uranium transfer program activities required to each uranium transfer, and any related activities required in the performance of the PWS of this Task Order, the Contractor shall not be reimbursed from funds allocated to this Task Order under section B.3 for any costs relating to natural uranium hexafluoride transferred to the Contractor in accordance with Clause H.127, Uranium Transfer. After the uranium title transfer, any expenses incurred by the Contractor to take delivery of the uranium from the Paducah Gaseous Diffusion Plant and any subsequent costs related to the use, storage, sale or dispositions of the transferred uranium shall be borne by the Contractor and shall not be allowable costs under this Task Order and will not be reimbursed or otherwise allowed for by the Government.

B.7 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION

For the purpose of implementing this Clause, the percentage goals established in Section J Attachment J-16 entitled, *Small Business Subcontracting Plan*, are in effect for the duration of the Task Order.

- a. The Contractor's performance in meeting small business performance percentage goals in accordance with the Section H.131 Clause entitled, *Subcontracted Work*, providing meaningful involvement for small businesses will be evaluated as part of award fee determination.
- b. If the Contractor has not met any of its subcontracting goals, and/or has failed to provide meaningful involvement for small business, DOE may reduce the annual award fee, provisional or earned, as defined by B.4. The reduction amount may be up to 10% of the annual award fee earned. The reduction will occur in each award fee period.

B.8 ALLOWABILITY OF SUBCONTRACTOR FEE

- a. If a company is part of a teaming arrangement as described in FAR Subpart 9.6, Contractor Team Arrangements, it shall share the total available fee of the Task Order with the other companies of the team in accordance with the teaming arrangement agreement. The FAR 31.205-26 (e) restrictions on profit/fee regarding sales or transfers between any divisions, subdivisions, subsidiaries, or affiliates of the "Contractor" shall apply to both the Contractor Team Arrangement and to the individual companies of the Contractor Team Arrangement. Additionally, separate, additional fee is not an allowable cost under this Task Order for subcontractors, suppliers, or lower-tier subcontractors that are wholly-owned by any team member, majority-owned by any team member, or affiliates of any team member.
- b. The fee restriction in paragraph (a) does not apply to members of the Contractor's team that are: (1) small business(es); (2) protégé firms as part of an approved Mentor-Protégé relationship; or (3) subcontractors under a competitively awarded firm-fixed-price or firm-fixed-unit-price subcontract.

B.9 LIMITATION OF GOVERNMENT'S OBLIGATION (For Firm-FixedPrice SubCLINs 0008A, 0008B, and 0008C)

- a. Funds have not been allotted for performance under this Task Order for firm-fixed price subCLINs **0008A, 0008B, 0008C** beyond (insert date). The Government has allotted the following amount of funds to the firm-fixed price subCLIN(s): see B.3(a). The Government is not obligated to reimburse the Contractor for work performed under the firm-fixed price subCLIN(s) for any costs in excess of the total amount allotted by the Government for this firm-fixed price subCLIN(s). The Government's obligation for performance of the firm-fixed price subCLIN(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 subCLIN(s).

- b. The Contractor agrees to perform work for the firm-fixed price subCLIN(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 priced subCLIN(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 subCLIN(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 subCLIN(s) or as a result of termination for those item(s).
- c. The Contractor will 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 subCLIN(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 CO 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 subCLIN(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 subCLIN(s).
- d. When additional funds are allotted for continued performance of the firm-fixed price subCLIN(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 funds.
- e. The Government may at any time prior to termination allot additional funds for the performance of firm-fixed subCLIN(s) 0008A, 0008B, and 0008C.
- f. The termination provisions of this clause do not limit the rights of the Government under the Section I 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 clause of this Task Order entitled "Termination for Convenience of the Government (Fixed-Price)."
- h. Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.