

Task Order 2 – Implementation Period (Draft TO)

This Draft Task Order is for informational purposes only.

In accordance with the Master Indefinite Delivery/Indefinite Quantity (IDIQ) Contract Section H clause, *Task Ordering Procedure*, paragraph (c), the following constitutes the draft Implementation Period Task Order for the 180-day period immediately following the 120-day transition period.

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 (which is anticipated to be a streamlined version for the Implementation Period). The Contractor’s Task Order proposal shall utilize the Section J, Attachment J-10, *IDIQ Labor Rate Schedule*. The response time for submitting the Task Order Proposal is [TBD]. The funding profile and Performance Work Statement for the Implementation Period Task Order will be finalized during the Transition Period.

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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 West Valley Demonstration Project (WVDP) Phase 1B Master Indefinite Delivery/Indefinite Quantity (IDIQ) Contract (herein referred to as the Master IDIQ Contract). Section B of the Master IDIQ Contract is incorporated by reference and is revised below specifically for this Task Order. 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

(a) DOE-B-2001 Cost-Plus-Fixed-Fee Task Order: Total Estimated Cost and Fixed Fee (Oct 2014) (Revised)

- (1) This is a Cost-Plus-Fixed-Fee type Task Order. In accordance with the C clause at FAR 52.216-8, Fixed Fee, the total estimated cost and fixed-fee for this Task Order is are as follows shown in Table B-1.

Table B-1. Estimated Total Price

Total Estimated Cost:	[\$ TBD upon final negotiation]
Fixed Fee:	[\$ TBD upon final negotiation <u>(not to exceed the CPFF ceiling in DOE-B-2015)</u>]
Total Estimated Price	[Total Estimated Cost + Fixed Fee]

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 not have 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 Total Estimated Cost and Fee of the Task Order, and/or the Total Estimated Cost and Fee of the Contract Line Items, are as shown in Table B-2.

Table B-2. Task Order CLIN Structure

CLIN	CLIN Title	CLIN Type	Estimated Cost	Fee	Total Estimated Price
00001	Post-Retirement Medical Benefits and Pension Contribution	CR (no fee)	[TBD upon final negotiation]	[N/A]	[Total Estimated Cost]
00002	Implementation Period	CPFF	[TBD upon final negotiation]	[TBD upon final negotiation, <u>(not to exceed the CPFF ceiling in DOE-B-2015)</u>]	[Total Estimated Cost + Fixed Fee]
Total			[TBD upon final negotiation]	[TBD upon final negotiation]	[Total Estimated Cost + Fixed Fee]
CLIN = Contract Line Item Number CR = Cost-Reimbursable			CPFF = Cost-Plus-Fixed-Fee N/A = Not Applicable		

(3) Payment of fee will be made in accordance with this clause, Section B.2 of the Master IDIQ Contract, Clause FAR 52.216-8, Fixed Fee, and other applicable clauses of the Task Order.

(4) CLIN Description:

CLIN 00001 – Post-Retirement Medical Benefits and Pension Contribution

This CLIN includes the direct cost associated with the Master IDIQ PWS C.2.15 *Administration of Pension and Benefit Plans*. Costs are reimbursed based on allowable actual costs billed to the Contract. There is no fee for this CLIN. Costs for management of the plans are not included in CLIN 00001. Management costs are included in C.2.16 *Other Project Support*.

CLIN 00002 – Implementation Period

This CLIN includes the estimated cost and fee associated with performing work identified within the Master IDIQ PWS C.2 *Core Functions* (excluding C.2.15 *Administration of Pension and Benefit Plans*), C.3 *Safeguards and Security*, C.4 *Site Operations, Maintenance, and Utilities*, C.5 *Permeable Treatment Wall Management*, C.6 *US NRC Licensed Disposal Area*, C.7 *Legacy Waste Disposition*, C.8 *Waste Tank Farm Disposition*, and C.9 *Facility Disposition*.

B.34 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 issuance.

Section C – Performance Work Statement

C.1 Task Order Purpose and Overview

The performance of Task Order 2 – Implementation Period, represents the 180-day period immediately following Task Order 1 – Transition. On day one (1) of Task Order 2, the Contractor assumes full responsibility for performance of the Master IDIQ PWS as authorized by this Task Order. During this period, the Contractor shall continue performance of work in the same manner as the prior contractor. The purpose of the implementation period is to keep the work on-going while subsequent End State Task Orders are negotiated and definitized. The Contractor shall be responsible for continued uninterrupted operations from the time of Task Order issuance. The Contractor shall utilize the same, or similar, workforce skill mix, talent, and technical capabilities as the incumbent contractor. The desired outcome is for the Contractor to partner with DOE to develop a common vision with supporting goals and objectives, evaluate end state options, and perform good faith negotiation to award task order(s) by the end of the Implementation Period. The Contractor shall submit Task Order proposal(s) as directed by the CO and specified in the Request for Task Order Proposal.

C.2 Scope of Work

The following PWS elements of the Master IDIQ PWS are incorporated by reference into the Task Order for Contractor performance including:

- (a) *C.2 Core Functions;*
- (b) *C.3 Safeguards and Security;*
- (c) *C.4 Site Operations, Maintenance and Utilities (excluding C.4.5.2 Dam System Modifications, C.4.6.4 Replacement of the Low-Level Radiological Waste Treatment System, C.4.11 Facility/System Reconfiguration or Replacement);*
 - a. *C.4.6.2 - Complete construction design documents for fire water system reconfiguration*
- (d) *C.5 Permeable Treatment Wall Management;*
- (e) *C.6 US NRC Licensed Disposal Area;*
- (f) *C.7 Legacy Waste Disposition;* and
- (g) *C.9 Facility Disposition*
 - a. *C.9.1 - Complete 90% WMA-1 Remedial Design, including data-gap closure actions*

- b. C.9.1.1 - Complete 60%, 90%, and CFC (100%) Fuel Receiving and Storage Facility Demolition Plan for building demolition
- c. C.9.1.2 - Complete 60%, 90%, and CFC (100%) Fuel Receiving and Storage Facility Demolition Plan for associated waste storage areas
- d. TBD

Additional scope clarification is provided as follows:

The Contractor shall ensure that the work in the Contract shall continue (after TO-1 – Contract Transition) safely, efficiently, and without disruption. In addition to the Master IDIQ Section C PWS, the Contractor shall also ensure the following scope activities are included in TO-2 - Implementation Period:

C.2, C.3, C.4, C.5, and C.6.

Consistent with Section C.1.1.(d) of the Contract Transition task order, the Contractor shall complete updates and resolution of outstanding comments associated with site programmatic documents and submit updated documents and evidence of comment resolution.

C.X.X TBD

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, with the exception of Clause F.3, provided below.

F.3 Period of Performance

- (a) The Task Order period of performance shall be for 180 days. Task Order 2 will begin when the CO authorizes the Contractor as ready to assume full responsibility for the Contract.
- (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 period of performance, nor will the Contractor be paid for any costs incurred beyond that period unless the Task Order is modified by the CO to extend the period of performance.

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, as applicable to this TO. The Contractor shall submit the required deliverables under this TO in accordance with Attachment J-4, *Contract Deliverables* of the Master IDIQ Contract. Additional, Contract Deliverables specific to this Task Order are provided in Section (a) below. These deliverables are in addition to the deliverables in Section J, Attachment J-4, *Contract Deliverables*, of the Master IDIQ Contract.

(a) Section J, Attachment J-4 – Contract Deliverables.

Table J-4-1 Task Order 2 Implementation Period Deliverables

Number	Deliverable	Deliverable Due Date	DOE Action (Response)	Reference
T2-001	Evidence Package: Incorporation of updates and resolution of outstanding comments for all transition programmatic documents	30 days prior to final date of POP	Approve (30 days)	Transition Task Order C.1.1.(d)
T2-002	TBD			