

PART I – THE SCHEDULE

SECTION B

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PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 SERVICES BEING ACQUIRED

The Contractor shall, in accordance with the terms of this contract, provide the personnel, equipment, materials, supplies, and services (except as may be furnished by the Government) and otherwise do all things necessary for, or incident to, providing its best efforts so as to carry out in an efficient and effective manner all necessary and related services to manage and operate the Waste Isolation Pilot Plant (WIPP) owned by the U.S. Department of Energy (DOE), located in Carlsbad, New Mexico, as described in Section C, Performance Work Statement (PWS), or as may be directed by the Contracting Officer (CO) within the scope of this contract.

B.2 TRANSITION COST, ESTIMATED COST, TOTAL AVAILABLE AWARD FEE

B.2-1 Transition Activities

The transition activities shall be conducted during the period specified in the clause in Section F entitled “Period of Performance” and shall be performed in accordance with the clause in Section H entitled “Transition Activities” on a cost-reimbursement basis, and no fee shall be paid for these activities. The transition cost shall not exceed \$_____.

B.2-2 Total Available Award Fee

- (a) The total available award fee for the base period of the contract, beginning October 1 2012, and the option period, if exercised, is shown below.

| PERFORMANCE PERIOD | Fee Percent (%) | Total Available Award Fee |
|--------------------------------------|------------------------|----------------------------------|
| Base Period | | |
| October 1, 2012 – September 30, 2013 | | \$ |
| October 1, 2013 – September 30, 2014 | | \$ |
| October 1, 2014 – September 30, 2015 | | \$ |
| October 1, 2015 – September 30, 2016 | | \$ |
| October 1, 2016 – September 30, 2017 | | \$ |
| Option Period | | |
| October 1, 2017 – September 30, 2018 | | \$ |
| October 1, 2018 – September 30, 2019 | | \$ |
| October 1, 2019 – September 30, 2020 | | \$ |
| October 1, 2020 – September 30, 2021 | | \$ |
| October 1, 2021 – September 30, 2022 | | \$ |

- (b) All fee for this contract is performance based. There is no Base Fee for this contract. Since the total available award fee for each period has been established, there will be no negotiation of total available award fee at the beginning of each fiscal year. The total available award fee for each year is a percentage of the Annual Fee Base. The Estimated Cost and the Annual Fee Base for the Base Period and the Option Period are as follows:

| Base Period | Estimated Cost** | Annual Fee Base*** |
|--|-------------------------|---------------------------|
| October 1, 2012 through September 30, 2013 | \$160,117,560 | \$131,296,399 |
| October 1, 2013 through September 30, 2014 | \$160,117,560 | \$131,296,399 |
| October 1, 2014 through September 30, 2015 | \$160,117,560 | \$131,296,399 |
| October 1, 2015 through September 30, 2016 | \$160,117,560 | \$131,296,399 |
| October 1, 2016 through September 30, 2017 | <u>\$160,117,560</u> | <u>\$131,296,399</u> |
| | \$800,587,800 | \$656,481,996 |
| Option Period | | |
| October 1, 2017 through September 30, 2018 | \$160,117,560 | \$131,296,399 |
| October 1, 2018 through September 30, 2019 | \$160,117,560 | \$131,296,399 |
| October 1, 2019 through September 30, 2020 | \$160,117,560 | \$131,296,399 |
| October 1, 2020 through September 30, 2021 | \$160,117,560 | \$131,296,399 |
| October 1, 2021 through September 30, 2022 | <u>\$160,117,560</u> | <u>\$131,296,399</u> |
| | \$800,587,800 | \$656,481,996 |

** Estimated Cost is defined as total estimated cost and total available award fee, including work performed through WIPP funding as well as estimated funding to be received from other DOE sites.

*** Annual Fee Base is estimated in accordance with DEAR 970.1504-1, including estimated exclusions, adjustments, and classification factors.

- (c) At the end of each performance period specified above, there shall be no adjustment in the amount of the total available award fee based on differences between the annual fee base and the actual fee base resulting from performance of the work. Total Available Award Fee is subject to adjustment only under the provisions of the clause in Section I entitled FAR 52.243-2 "Changes – Cost Reimbursement"; and, for a plus or minus 15% change in the annual fee base. An adjustment in total available award fee shall not be negotiated for any amount within the plus or minus 15% change threshold from the annual fee base. If an adjustment in the total available award fee is necessary in accordance with this subparagraph, the revised total available award fee shall be calculated in accordance with the DOE fee policy in effect at the time of the adjustment multiplied by the ratio of the total available award fee specified above for the applicable performance period to which an adjustment is to be made.

B.3 AVAILABILITY OF APPROPRIATED FUNDS

Except as may be specifically provided to the contrary in the Section I Clause DEAR 952.250-70 entitled "Nuclear Hazards Indemnity Agreement," the duties and obligations of the Government hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the Congress, which DOE may legally spend for such purposes.

B.4 OBLIGATION OF FUNDS

Pursuant to the Section I Clause DEAR 970.5232-4 entitled "Obligation of Funds," the total amount obligated by the Government with respect to this contract is \$ _____.

B.5 SINGLE FEE

If the Contractor is part of a consortium, joint venture, and/or other teaming arrangement, the team shall share in this contract fee structure. Separate additional subcontractor fee shall not be considered an allowable cost under the contract if a subcontractor is a team member or, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any team member, any fee or profit earned by such entity shall not be considered an allowable cost under this contract unless otherwise approved by the Contracting Officer.

The subcontractor fee restriction in the paragraph above 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; (3) subcontractors under a competitively awarded firm-fixed-price or firm-fixed-unit-price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, Definitions of Words and Terms.