

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES PRICES / COST

B.01 TYPE OF CONTRACT – ITEMS BEING ACQUIRED B-2
B.02 LIMITATION OF FUNDS B-2
B.03 PRICE SCHEDULE B-2
B.04 LIMITATION OF GOVERNMENT’S OBLIGATION B-8

SECTION B - SUPPLIES OR SERVICES PRICES / COST

B.01 TYPE OF CONTRACT – ITEMS BEING ACQUIRED

This is a Requirements Contract under which task orders will be issued on either a Time-and-Materials (T&M) or Fixed Price basis utilizing fixed unit rates. This contract is for the purpose of providing quality assurance (QA), audit, surveillance, technical oversight, and executive management support services to the DOE Carlsbad Field Office (CBFO) in all program areas. The Contractor shall furnish all personnel, facilities, equipment, supplies, and services (except as furnished by the DOE as set forth in this Contract); and otherwise do all things necessary for, or incident to, the performance of work under this Contract in a safe, efficient, and effective manner.

B.02 LIMITATION OF FUNDS

The total amount of funds allotted to the contract for work under task orders will be provided on each task order. Task orders may be issued up to the not-to-exceed value of the contract base period plus any exercised option periods.

B.03 PRICE SCHEDULE

Base Period: Months 1 through 36

CLIN	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	EXTENDED AMOUNT
0001	Technical Support	1	NTE	\$ _____
0002	Materials	1	NTE	\$3,300,000.00
	Total Price – Base Period			\$ _____

Base Period – Months 1 through 12			
Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Fixed Unit Rate	Extended Amount
Project Manager	1,880	\$ _____	\$ _____
QA Audit and Surveillance Manager	1,880	\$ _____	\$ _____
Lead QA Auditor	18,800	\$ _____	\$ _____
QA Auditor	5,640	\$ _____	\$ _____
QA Senior Technical Expert	18,800	\$ _____	\$ _____
QA Technical Expert	5,640	\$ _____	\$ _____
Technical Writer/Editor	7,520	\$ _____	\$ _____

Carlsbad Field Office Technical Assistance Contract (CTAC)
Request for Proposal
DE-SOL-0007012
Amendment 002

QA Data Analyst	2,820	\$ _____	\$ _____
TRU Waste Certification Specialist	4,700	\$ _____	\$ _____
TRU Waste Packaging Specialist	940	\$ _____	\$ _____
TRU Waste Transportation Specialist	940	\$ _____	\$ _____
PDP Specialist	1,880	\$ _____	\$ _____
Nuclear Safety Specialist	1,880	\$ _____	\$ _____
Nuclear Safeguards and Security Specialist	1,880	\$ _____	\$ _____
Health Physics/Radiological Protection Specialist	940	\$ _____	\$ _____
Fire Protection Specialist	940	\$ _____	\$ _____
Industrial Safety Specialist	1,880	\$ _____	\$ _____
Environmental Compliance Specialist	2,820	\$ _____	\$ _____
Nuclear & Mining Facility Operations Specialist	7,520	\$ _____	\$ _____
Int'l Programs & Repository Scientist	3,760	\$ _____	\$ _____
NAMP Specialist	1,880	\$ _____	\$ _____
Executive Management Consultant	2,820	\$ _____	\$ _____
General Clerk	3,760	\$ _____	\$ _____
Administrative Assistant	15,040	\$ _____	\$ _____
Executive Assistant	3,760	\$ _____	\$ _____
Information and Records Management Specialist	3,760	\$ _____	\$ _____
Business Specialist	4,700	\$ _____	\$ _____
IT Specialist	1,880	\$ _____	\$ _____
Project Management Specialist 1	1,410	\$ _____	\$ _____
Project Management Specialist 2	470	\$ _____	\$ _____
Project Management Specialist 3	470	\$ _____	\$ _____
Subtotal Amount CLIN 0001.			\$ _____

Base Period – Months 13 through 24			
Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Fixed Unit Rate	Extended Amount
Project Manager	1,880	\$ _____	\$ _____
QA Audit and Surveillance Manager	1,880	\$ _____	\$ _____
Lead QA Auditor	18,800	\$ _____	\$ _____
QA Auditor	5,640	\$ _____	\$ _____
QA Senior Technical Expert	18,800	\$ _____	\$ _____
QA Technical Expert	5,640	\$ _____	\$ _____
Technical Writer/Editor	7,520	\$ _____	\$ _____
QA Data Analyst	2,820	\$ _____	\$ _____

Carlsbad Field Office Technical Assistance Contract (CTAC)
Request for Proposal
DE-SOL-0007012
Amendment 002

TRU Waste Certification Specialist	4,700	\$ _____	\$ _____
TRU Waste Packaging Specialist	940	\$ _____	\$ _____
TRU Waste Transportation Specialist	940	\$ _____	\$ _____
PDP Specialist	1,880	\$ _____	\$ _____
Nuclear Safety Specialist	1,880	\$ _____	\$ _____
Nuclear Safeguards and Security Specialist	1,880	\$ _____	\$ _____
Health Physics/Radiological Protection Specialist	940	\$ _____	\$ _____
Fire Protection Specialist	940	\$ _____	\$ _____
Industrial Safety Specialist	1,880	\$ _____	\$ _____
Environmental Compliance Specialist	2,820	\$ _____	\$ _____
Nuclear & Mining Facility Operations Specialist	7,520	\$ _____	\$ _____
Int'l Programs & Repository Scientist	3,760	\$ _____	\$ _____
NAMP Specialist	1,880	\$ _____	\$ _____
Executive Management Consultant	1,880	\$ _____	\$ _____
General Clerk	3,760	\$ _____	\$ _____
Administrative Assistant	15,040	\$ _____	\$ _____
Executive Assistant	3,760	\$ _____	\$ _____
Information and Records Management Specialist	3,760	\$ _____	\$ _____
Business Specialist	4,700	\$ _____	\$ _____
IT Specialist	1,880	\$ _____	\$ _____
Project Management Specialist 1	1,410	\$ _____	\$ _____
Project Management Specialist 2	470	\$ _____	\$ _____
Project Management Specialist 3	470	\$ _____	\$ _____
	Subtotal Amount CLIN 0001.		\$ _____

Base Period – Months 25 through 36			
Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Fixed Unit Rate	Extended Amount
Project Manager	1,880	\$ _____	\$ _____
QA Audit and Surveillance Manager	1,880	\$ _____	\$ _____
Lead QA Auditor	18,800	\$ _____	\$ _____
QA Auditor	5,640	\$ _____	\$ _____
QA Senior Technical Expert	18,800	\$ _____	\$ _____
QA Technical Expert	5,640	\$ _____	\$ _____
Technical Writer/Editor	5,640	\$ _____	\$ _____
QA Data Analyst	2,820	\$ _____	\$ _____

Carlsbad Field Office Technical Assistance Contract (CTAC)
Request for Proposal
DE-SOL-0007012
Amendment 002

TRU Waste Certification Specialist	2,820	\$ _____	\$ _____
TRU Waste Packaging Specialist	940	\$ _____	\$ _____
PDP Specialist	1,880	\$ _____	\$ _____
Nuclear Safety Specialist	940	\$ _____	\$ _____
Nuclear Safeguards and Security Specialist	1,880	\$ _____	\$ _____
Health Physics/Radiological Protection Specialist	940	\$ _____	\$ _____
Fire Protection Specialist	940	\$ _____	\$ _____
Industrial Safety Specialist	940	\$ _____	\$ _____
Environmental Compliance Specialist	1,880	\$ _____	\$ _____
Nuclear & Mining Facility Operations Specialist	4,700	\$ _____	\$ _____
Int'l Programs & Repository Scientist	1,880	\$ _____	\$ _____
NAMP Specialist	940	\$ _____	\$ _____
Executive Management Consultant	940	\$ _____	\$ _____
General Clerk	3,760	\$ _____	\$ _____
Administrative Assistant	15,040	\$ _____	\$ _____
Executive Assistant	3,760	\$ _____	\$ _____
Information and Records Management Specialist	2,820	\$ _____	\$ _____
Business Specialist	2,820	\$ _____	\$ _____
IT Specialist	1,880	\$ _____	\$ _____
Project Management Specialist 1	1,410	\$ _____	\$ _____
Project Management Specialist 2	470	\$ _____	\$ _____
Project Management Specialist 3	470	\$ _____	\$ _____
	Subtotal Amount CLIN 0001.		\$ _____
	Total Estimated Amount CLIN 0001 (Months 1 through 36). Insert this Amount in CLIN 0001 above.		\$ _____

Option Period 1: Months 37 through 60

CLIN	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	EXTENDED AMOUNT
0003	Technical Support	1	NTE	\$ _____
0004	Materials	1	NTE	<u>\$2,100,000.00</u>

	Total Price – Option Period 1	\$ _____
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Option Period 1 – Months 37 through 48			
Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Fixed Unit Rate	Extended Amount
Project Manager	1,880	\$ _____	\$ _____
QA Audit and Surveillance Manager	1,880	\$ _____	\$ _____
Lead QA Auditor	18,800	\$ _____	\$ _____
QA Auditor	5,640	\$ _____	\$ _____
QA Senior Technical Expert	18,800	\$ _____	\$ _____
QA Technical Expert	5,640	\$ _____	\$ _____
Technical Writer/Editor	5,640	\$ _____	\$ _____
QA Data Analyst	2,820	\$ _____	\$ _____
TRU Waste Certification Specialist	1,880	\$ _____	\$ _____
PDP Specialist	1,880	\$ _____	\$ _____
Nuclear Safety Specialist	940	\$ _____	\$ _____
Nuclear Safeguards and Security Specialist	1,880	\$ _____	\$ _____
Health Physics/Radiological Protection Specialist	940	\$ _____	\$ _____
Fire Protection Specialist	940	\$ _____	\$ _____
Industrial Safety Specialist	940	\$ _____	\$ _____
Environmental Compliance Specialist	1,880	\$ _____	\$ _____
Nuclear & Mining Facility Operations Specialist	3,760	\$ _____	\$ _____
Int'l Programs & Repository Scientist	1,880	\$ _____	\$ _____
NAMP Specialist	940	\$ _____	\$ _____
General Clerk	3,760	\$ _____	\$ _____
Administrative Assistant	15,040	\$ _____	\$ _____
Executive Assistant	3,760	\$ _____	\$ _____
Information and Records Management Specialist	2,820	\$ _____	\$ _____
Business Specialist	1,880	\$ _____	\$ _____
IT Specialist	1,880	\$ _____	\$ _____
Project Management Specialist 1	1,410	\$ _____	\$ _____
Project Management Specialist 2	470	\$ _____	\$ _____
Project Management Specialist 3	470	\$ _____	\$ _____
Subtotal CLIN 0003			\$ _____

Option Period 1 – Months 49 through 60			
Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Fixed Unit Rate	Extended Amount
Project Manager	1,880	\$ _____	\$ _____
QA Audit and Surveillance Manager	1,880	\$ _____	\$ _____
Lead QA Auditor	18,800	\$ _____	\$ _____
QA Auditor	5,640	\$ _____	\$ _____
QA Senior Technical Expert	18,800	\$ _____	\$ _____
QA Technical Expert	5,640	\$ _____	\$ _____
Technical Writer/Editor	5,640	\$ _____	\$ _____
QA Data Analyst	2,820	\$ _____	\$ _____
TRU Waste Certification Specialist	1,880	\$ _____	\$ _____
PDP Specialist	1,880	\$ _____	\$ _____
Nuclear Safety Specialist	940	\$ _____	\$ _____
Nuclear Safeguards and Security Specialist	1,880	\$ _____	\$ _____
Health Physics/Radiological Protection Specialist	940	\$ _____	\$ _____
Fire Protection Specialist	940	\$ _____	\$ _____
Industrial Safety Specialist	940	\$ _____	\$ _____
Environmental Compliance Specialist	1,880	\$ _____	\$ _____
Nuclear & Mining Facility Operations Specialist	3,760	\$ _____	\$ _____
Int'l Programs & Repository Scientist	1,880	\$ _____	\$ _____
NAMP Specialist	940	\$ _____	\$ _____
General Clerk	3,760	\$ _____	\$ _____
Administrative Assistant	15,040	\$ _____	\$ _____
Executive Assistant	3,760	\$ _____	\$ _____
Information and Records Management Specialist	2,820	\$ _____	\$ _____
Business Specialist	1,880	\$ _____	\$ _____
IT Specialist	1,880	\$ _____	\$ _____
Project Management Specialist 1	1,410	\$ _____	\$ _____
Project Management Specialist 2	470	\$ _____	\$ _____
Project Management Specialist 3	470	\$ _____	\$ _____
	Subtotal CLIN 0003		\$ _____
	Total Estimated Amount CLIN 0003 (Months 37 through 60). Insert this Amount in CLIN 0003 above.		\$ _____

B.04 LIMITATION OF GOVERNMENT'S OBLIGATION (Only applicable to Fixed Price Task Orders)

- (a) This contract allows for Fixed Price task orders that will have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that some or all of the CLINS may be incrementally funded; and if a CLIN is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the CLIN will be the lower of the amount of funds allotted to the CLIN or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each CLIN there is
- 1) a fixed price for the action;
 - 2) a fixed amount of work that corresponds to the fixed price;
 - 3) a planned funding schedule that corresponds to the fixed price and the fixed amount of work;
 - 4) no Government obligation to the Contractor until the Government allots funds to the contract for the action;
 - 5) if the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
 - 6) an obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.
- (b) For each CLIN
- 1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN and the total amount of funds allotted by the Government to the contract for the CLIN is the fixed price of the work for which the funds are allotted;
 - 2) the Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed price for each of the fixed-price CLINs included in this contract:
 - i. the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and
 - ii. the specific risk that in the event of termination of an incrementally funded CLIN before the CLIN is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow, that is, because the maximum Government obligation for a fixed-price CLIN is the allotted funds for the CLIN, the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract;
 - 3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;
 - 4) if funds become available and the Government's need continues, the Government will allot funds periodically to the CLIN, the Contractor will provide a fixed amount of work

for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount of work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and

- 5) the Contractor agrees to provide the fixed amount of work for the fixed price identified in the contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.
- (c) For each CLIN
- 1) The fixed price (of both the entire CLIN and of the current cumulative amount of funds allotted to the CLIN at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;
 - 2) The contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and
 - 3) If the Government meets the entire Planned Funding Schedule,
 - i. the cumulative amount of funds allotted will equal the CLIN's fixed price and
 - ii. the Contractor must provide the work the contract requires for the CLIN.
- (d) The fixed price for each CLIN is listed in Section B of this contract.
- (e) The Planned Funding Schedule for each CLIN is in paragraph (n) of this clause. The sum of the planned funding for each CLIN equals the fixed price of the CLIN.
- (f) The Actual Funding Schedule for each CLIN is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for the fixed price CLINS and the work to be performed for the funds allotted.
- 1) The Contractor may submit an invoice under a CLIN only after the Government has allotted funds to the CLIN and the Contractor has provided services in accordance with the terms and conditions of the Contract. The Contractor may submit an invoice for only the lower of the two preceding amounts, that is, the lower of
 - i. the amount of allotted funds for the specified work (which is the amount of the fixed price of the specified work) or
 - ii. the amount equal to the portion of the fixed price for the specified work the Contractor has earned by providing a portion of the fixed work.
- (g) If during the course of this contract the Government is allotting funds to a CLIN per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple fixed-price contract for that CLIN regardless of the rate at which the Contractor is, or is not, earning amounts payable, and
- 1) The Government's and the Contractor's obligations under the contract for the CLIN—with the exception that the Government's obligation for the CLIN is limited to the total amount of funds allotted by the Government to the CLIN and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN were both fixed price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the contract for that CLIN; and neither the fixed-price for the CLIN nor any other term or condition of the contract will be affected due to the CLIN's being incrementally funded.
 - i. The Contractor agrees, for example, if the Government allots funds to a CLIN per or earlier than all of the funding dates in the Planned Funding Schedule for

the CLIN, the Government has met all of its obligations just as if the CLIN were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the CLIN were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contractor earns amounts payable at any time in performing work for the CLIN that exceed the total amount of funds allotted by the Government to the contract for the CLIN

- A. it (not the Government) will be liable for those excess amounts payable
 - B. it will remain liable for its obligations under every term or condition of the contract and
 - C. if it fulfills all of its obligations for that CLIN and the Government allots funds to the CLIN equal to the CLIN's fixed price, the Government will pay it the fixed price for the CLIN and no more.
- ii. The Contractor also agrees, for example, if the Government allots funds to a CLIN by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the contract as if the CLIN were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had been agreed to and been made, or etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN were fully funded; consequently, if the Government subsequently terminates the CLIN it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the amount payable it expects to earn for the CLIN in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN by the Government.
- 1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.
 - 2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN.
 - 3) The Government may require the Contractor to continue performance of that CLIN for as long as the Government allots funds for that CLIN sufficient to cover the amount payable for that CLIN.
- (i) If the Government does not allot funds to a CLIN per or earlier than its Planned Funding Schedule, the Contractor will be entitled to an equitable adjustment and
- 1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that CLIN;
 - 2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the contract;
 - 3) if the Government subsequently terminates the CLIN, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the CLIN; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

- (j) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for either CLIN—
 - 1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the CLIN; and
 - 2) The Contractor is not obligated to continue performance under this contract related to the CLIN or earn amounts payable in excess of the amount allotted to the contract by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN.
- (k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract for a CLIN, which will remain at all times the Government’s maximum liability for a CLIN. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN in excess of the total amount allotted by the Government to this contract for a CLIN.
- (l) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government’s maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN unless they contain a statement increasing the amount allotted.
- (m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.
- (n) Planned Funding Schedule:

CLIN (TBD)

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
TBD	TBD	TBD	TBD	TBD

- (o) Actual Funding Schedule

CLIN (TBD)

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
TBD	TBD	TBD	TBD	TBD