Part I – The Schedule

Section B
Supplies or Services and Prices/Costs
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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 contract 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).

B.2 Type of Contract

This is a performance-based contract that includes Cost-Plus-Award-Fee (CPAF), Cost Reimbursement (CR) (non-fee bearing), and Indefinite Delivery Indefinite Quantity (IDIQ) Contract Line Item Numbers (CLIN).

a. The Contract consists of the following CLINs (Table B-1):

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Title</th>
<th>Contract Type</th>
<th>PWS Section(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Contract Transition (120 calendar days included in the 60 month Base Period of Performance)</td>
<td>CR (no fee)</td>
<td>Section C.1</td>
</tr>
<tr>
<td>0002</td>
<td>Hanford Site Benefit Plans</td>
<td>CR (no fee)</td>
<td>Section C.2</td>
</tr>
<tr>
<td>0003</td>
<td>Legacy Benefit Plans</td>
<td>CR (no fee)</td>
<td>Section C.3</td>
</tr>
<tr>
<td>0004</td>
<td>Infrastructure and Site Services</td>
<td>CPAF</td>
<td>Section C.4</td>
</tr>
<tr>
<td>0005</td>
<td>DOE Small Business Procurement Pre-Award Support</td>
<td>CPAF</td>
<td>Section C.5</td>
</tr>
<tr>
<td>0006</td>
<td>Usage-Based Services to be Provided to OHCs</td>
<td>CPAF</td>
<td>Sections C.6 and H.75, and Attachments J-3.a and J-3.b</td>
</tr>
<tr>
<td>0007</td>
<td>Infrastructure Reliability Projects</td>
<td>IDIQ</td>
<td>Section C.7 and Attachment J-15</td>
</tr>
<tr>
<td>0008</td>
<td>DOE Small Business Procurement Post-Award Support and Additional Assignments in Accordance with PWS</td>
<td>IDIQ</td>
<td>Section C.8</td>
</tr>
</tbody>
</table>

Option 1 Period of Performance (24 months)

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Title</th>
<th>Contract Type</th>
<th>PWS Section(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1002</td>
<td>Hanford Site Benefit Plans</td>
<td>CR (no fee)</td>
<td>Section C.2</td>
</tr>
<tr>
<td>1003</td>
<td>Legacy Benefit Plans</td>
<td>CR (no fee)</td>
<td>Section C.3</td>
</tr>
<tr>
<td>1004</td>
<td>Infrastructure and Site Services</td>
<td>CPAF</td>
<td>Section C.3</td>
</tr>
<tr>
<td>1005</td>
<td>DOE Small Business Procurement Pre-Award Support</td>
<td>CPAF</td>
<td>Section C.5</td>
</tr>
<tr>
<td>1006</td>
<td>UBS to be Provided to OHCs</td>
<td>CPAF</td>
<td>Sections C.6 and H.76, and Attachments J-3.a and J-3.b</td>
</tr>
</tbody>
</table>
### Table B-1. Contract CLIN Structure

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Title</th>
<th>Contract Type</th>
<th>PWS Section(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1007</td>
<td>Infrastructure Reliability Projects</td>
<td>IDIQ</td>
<td>Section C.7 and Attachment J-15</td>
</tr>
<tr>
<td>1008</td>
<td>DOE Small Business Procurement Post-Award Support and Additional Assignments in Accordance with PWS</td>
<td>IDIQ</td>
<td>Section C.8</td>
</tr>
</tbody>
</table>

**Option 2 Period of Performance (36 months)**

<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
<th>Contract Type</th>
<th>PWS Section(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2002</td>
<td>Hanford Site Benefit Plans</td>
<td>CR (no fee)</td>
<td>Section C.2</td>
</tr>
<tr>
<td>2003</td>
<td>Legacy Benefit Plans</td>
<td>CR (no fee)</td>
<td>Section C.3</td>
</tr>
<tr>
<td>2004</td>
<td>Infrastructure and Site Services</td>
<td>CPAF</td>
<td>Section C.4</td>
</tr>
<tr>
<td>2005</td>
<td>DOE Small Business Procurement Pre-Award Support</td>
<td>CPAF</td>
<td>Section C.5</td>
</tr>
<tr>
<td>2006</td>
<td>UBS to Be Provided to OHCs</td>
<td>CPAF</td>
<td>Sections C.6 and H.76, and Attachments J-3.a and J-3.b</td>
</tr>
<tr>
<td>2007</td>
<td>Infrastructure Reliability Projects</td>
<td>IDIQ</td>
<td>Section C.7 and Attachment J-15</td>
</tr>
<tr>
<td>2008</td>
<td>DOE Small Business Procurement Post-Award Support and Additional Assignments in Accordance with PWS</td>
<td>IDIQ</td>
<td>Section C.8</td>
</tr>
</tbody>
</table>

**Definitions:**
- **CPAF** = Cost-Plus-Award-Fee
- **CR** = Cost Reimbursement
- **IDIQ** = Indefinite Delivery Indefinite Quantity
- **OHC** = Other Hanford Contractors
- **PWS** = Performance Work Statement
- **UBS** = Usage Based Service

1. **b. CLIN Types:**
   - **CR (non-fee bearing) CLIN 0001.**
     - CLIN 0001 – Transition: The Contract Transition Period is anticipated to be a period beginning with issuance of the Notice to Proceed (NTP). The Transition Period is as defined in Section F.3, DOE-F-2003 entitled, *Period of Performance* – Alternate I and Alternate II. Costs are reimbursed on the basis of actual costs billed to the contract, and there is no fee for the Transition Period.
   - **2. CR (non-fee bearing) CLINs 0002, 1002, 2002.**
     - CLINs 0002, 1002, 2002 – Hanford Site Benefit Plans: These CLINs cover the costs associated with the Sponsorship, Management, and Administration of Contractor Employee Pension and Other Benefit Plans as stated in Section C.2. Non-Labor related cost to perform these functions reside within these CLINs. Labor related costs to perform the Management and Administration functions are to be charged to the Business Administration scope under the Infrastructure and Site Services CLINs. Costs are reimbursed on the basis of actual costs billed to the contract, and there is no fee for CR CLINs 0002, 1002, 2002.
   - **3. CR (non-fee bearing) CLINs 0003, 1003, 2003.**
     - CLINs 0003, 1003, 2003 – Legacy Benefit Plans: These CLINs cover the costs associated with the Sponsorship, Management, and Administration of Legacy Benefit Plans: Pension and
Post-Retirement Benefit Plans, and Workers’ Compensation, as defined in Section C.3.
Non-Labor related cost to perform these functions reside within these CLINs. Labor related costs
to perform the Management and Administration functions are to be charged to the Business
Administration scope under the Infrastructure and Site Services CLINS. Costs are reimbursed on
the basis of actual costs billed to the contract, and there is no fee for CR CLINs 0003, 1003, 2003.


CLINs 0004, 1004, 2004 – Infrastructure and Site Services: These CLINs cover the costs and fee
associated with the work scope defined in Section C.4. Costs will be reimbursed on the basis of
actual costs billed to the contract. Payment of fee associated with these CLINs will be made in
accordance with B.8, DOE-H-2060 entitled, Fee (Oct. 2014) (Revised); B.9, Provisional Payment
of Fee; B.11, Fee Reductions; and Section J, Attachment J-4, Performance Evaluation and
Measurement Plan (PEMP).

5. CPAF CLINs 0005, 1005, 2005.

CLINs 0005, 1005, 2005 – DOE Small Business Procurement Pre-Award Support: These CLINs
cover the costs and fee associated with the work scope defined in Section C.5. Costs will be
reimbursed on the basis of actual allowable costs billed to the contract. Payment of fee associated
with these CLINs will be made in accordance with B.8, DOE-H-2060 entitled, Fee (Oct. 2014)
(Revised); B.9, Provisional Payment of Fee; B.11, Fee Reductions; and Section J,

6. CPAF CLINs 0006, 1006, 2006.

CLINs 0006, 1006, 2006 – Usage Based Service (UBS) to Be Provided to Other Hanford
Contractors (OHC): These CLINs cover the OHC requested UBS to be provided by the
Contractor via a Service Level Agreement type of arrangement and may include mandatory and
optional services in accordance with the Section J, Attachment J-3.a or J-3.b and in accordance
with PWS, Section C.6. The OHCs will reimburse the cost to the Contractor at full cost recovery
(exclusive of fee); UBS cost is a pass-through cost to the OHCs. Funding for the cost to perform
the UBS to Be Provided to OHCs is obligated to the OHCs; therefore, funding for UBS to Be
Provided to OHCs is not directly obligated to the Hanford Mission Essential Services Contract
(HMESC) through HMESC clause B.3, DOE-B-2013, Obligation of Funds (Oct 2014), or
included in B.7, Estimated Annual Contract Value. OHC reimbursement for UBS shall be
recognized by the Contractor as UBS Reimbursement from OHCs in the HMESC Contract Cost
and Fee Tables below (Tables B-2, B-3, and B-4a through B-4c. Fee for the UBS to Be Provided
to OHCs under these CLINs shall not exceed five percent (5%) and is part of the HMESC
contract value.

In the case where the cumulative volume change of the estimated UBS is +/-30 percent, the
Government may require the Contractor to submit a deductive change proposal, or the Contractor
may submit a proposal for the Government’s consideration of an upward adjustment to the fee at
the end of each of the contract periods of performance (Base, Option 1, and Option 2, if the
options are exercised).

To merit an upward fee adjustment, the Contractor shall demonstrate a cumulative volume change
beyond the 30 percent threshold from the basis of the fee calculation (e.g., estimated UBS to Be
Provided to OHCs) at the beginning of each period of contract performance. Furthermore, for
each request for equitable adjustment related to a volume change in service levels, the Contractor
shall demonstrate the drivers for the volume change, the impact of the change to the direct funded
component, and the cost of the impact. Payment of fee associated with the performance of the
UBS to Be Provided to OHCs by the Contractor under these CLINs will be made in accordance
with B.8, DOE-H-2060, Fee (Oct. 2014) (Revised); B.9, Provisional Payment of Fee; B.11, Fee
Reductions; and Section J, Attachment J-4 entitled, Performance Evaluation and Measurement
Plan.


(A) Under the IDIQ CLINs, the Government may issue task orders under the contract type(s) the
Government determines appropriate, such as Fixed-Price (FP) or Time and Materials,
depending on the nature of the requirement for the delivery of work. Only the Contracting
Officer may issue task orders to the Contractor, providing specific authorization or direction to
perform work within the scope of the contract and as specified in the schedule. The Contractor
may only incur, and be paid, costs/prices under this contract in performance of task orders and
task order modifications issued in accordance with the applicable contract clause addressing
payment as included in each individual task order. No other costs/prices are authorized unless
otherwise specified in the contract or expressly authorized by the Contracting Officer. The
minimum and maximum quantities to be ordered as required by Section I, FAR 52.216-22,
Indefinite Quantity, for the IDIQ CLINs are as follows: the minimum ordering guarantee for
the contract period of performance for IDIQ CLINs is $25,000 for the full contract period of
performance, including Options 1 and 2 if exercised; the maximum quantity of services the
Government will acquire under the IDIQ CLINs for the full contract period of performance,
including Options 1 and 2 if exercised, will not cumulatively exceed $400 million
(inclusive of any fee or profit).

(B) Any work under the IDIQ CLINs will be ordered by the issuance of individually negotiated
Task Orders, which will contain specific terms and conditions applicable to the given task
order. As the Government may require, the Contractor shall provide the specified services up
to the maximum quantity identified above, on a schedule to be specified by the Government
in accordance with the contract clause at Section I, FAR 52.216-22 entitled, Indefinite
Quantity.

(C) For budget planning purposes, the Government has provided an estimated maximum quantity
of services for the IDIQ CLINs for the base period and each option period as seen below in
Table B-2, Contract Cost and Fee. However, the Government reserves the right to adjust the
estimated maximum quantity associated with the IDIQ CLINs, as long as the total cumulative
amount does not exceed the stated contractual maximum quantity in paragraph (A) above.

(D) With the exception of FP task orders, payment of fee for the services ordered and delivered
shall be made in accordance with B.8, DOE-H-2060 entitled, Fee (Oct. 2014) (Revised), B.9
entitled, Provisional Payment of Fee, B.11 entitled, Fee Reductions, and Section J,

(E) The estimated cost or price will be established in each individual Task Order. The Contractor
may propose whatever fee amount it determines appropriate for the individual Task Order,
provided that the fee amount as a percentage of the estimated cost of each proposed Task
Order does not exceed the fee percentage ceiling as specified below in section B.5 entitled,
DOE-B-2015, Task Order Fee Ceiling (Revised).

c. Total Estimated Contract Cost and Fee for Each CLIN.

This section establishes the estimated Contract Cost and Fee for each CLIN as follows:
### Table B-2. Contract Cost and Fee
*(Table to be completed by Offeror and inserted by DOE at time of contract award)*

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Description</th>
<th>Estimated Cost</th>
<th>Total Available Fee</th>
<th>Estimated Cost and Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Base Period of Performance (60 months)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001</td>
<td>Contract Transition (CR, No Fee)</td>
<td>[Proposed]</td>
<td>N/A</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>0002</td>
<td>Hanford Site Benefit Plans (CR, No Fee)</td>
<td>$210,478,156.34</td>
<td>N/A</td>
<td>$210,478,156.34</td>
</tr>
<tr>
<td>0003</td>
<td>Legacy Benefit Plans (CR, No Fee)</td>
<td>$243,706,561.55</td>
<td>N/A</td>
<td>$243,706,561.55</td>
</tr>
<tr>
<td>0004</td>
<td>Infrastructure and Site Services (CPAF)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>0005</td>
<td>DOE Small Business Procurement Pre-Award Support (CPAF)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>0006</td>
<td>UBS to Be Provided to OHCs (CPAF)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>0007</td>
<td>Infrastructure Reliability Projects (IDIQ)</td>
<td>To be determined as Task Orders are issued</td>
<td>$192,500,000.00*</td>
<td></td>
</tr>
<tr>
<td>0008</td>
<td>DOE Small Business Procurement Post-Award Support and Additional Assignments in accordance with PWS (IDIQ)</td>
<td>To be determined as Task Orders are issued</td>
<td>$7,500,000.00*</td>
<td></td>
</tr>
<tr>
<td>UBS Reimbursement from OHCs (offset CLIN 0006)</td>
<td>[-$ Proposed]</td>
<td>N/A</td>
<td>[-$ Proposed]</td>
<td></td>
</tr>
<tr>
<td><strong>Total Base Period</strong></td>
<td></td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td><strong>Option Period 1 Period of Performance (24 months)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1002</td>
<td>Hanford Site Benefit Plans (CR, No Fee)</td>
<td>$86,840,258.22</td>
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<td>$86,840,258.22</td>
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<tr>
<td>1003</td>
<td>Legacy Benefit Plans (CR, No Fee)</td>
<td>$100,380,724.99</td>
<td>N/A</td>
<td>$100,380,724.99</td>
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<tr>
<td>1004</td>
<td>Infrastructure and Site Services (CPAF)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
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<tr>
<td>1005</td>
<td>DOE Small Business Procurement Pre-Award Support (CPAF)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
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<td>1006</td>
<td>UBS to Be Provided to OHCs (CPAF)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
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<tr>
<td>1007</td>
<td>Infrastructure Reliability Projects (IDIQ)</td>
<td>To be determined as Task Orders are issued</td>
<td>$77,000,000.00*</td>
<td></td>
</tr>
<tr>
<td>1008</td>
<td>DOE Small Business Procurement Post-Award Support and Additional Assignments in accordance with PWS (IDIQ)</td>
<td>To be determined as Task Orders are issued</td>
<td>$3,000,000.00*</td>
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<tr>
<td>UBS Reimbursement from OHCs (offset CLIN 1006)</td>
<td>[-$ Proposed]</td>
<td>N/A</td>
<td>[-$ Proposed]</td>
<td></td>
</tr>
<tr>
<td><strong>Total Option Period 1</strong></td>
<td></td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td><strong>Option Period 2 Period of Performance (36 months)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2002</td>
<td>Hanford Site Benefit Plans (CR, No Fee)</td>
<td>$140,933,249.47</td>
<td>N/A</td>
<td>$140,933,249.47</td>
</tr>
<tr>
<td>2003</td>
<td>Legacy Benefit Plans (CR, No Fee)</td>
<td>$154,912,558.40</td>
<td>N/A</td>
<td>$154,912,558.40</td>
</tr>
</tbody>
</table>
Table B-2. Contract Cost and Fee
(Table to be completed by Offeror and inserted by DOE at time of contract award)

<table>
<thead>
<tr>
<th>CLIN</th>
<th>CLIN Description</th>
<th>Estimated Cost</th>
<th>Total Available Fee</th>
<th>Estimated Cost and Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2004</td>
<td>Infrastructure and Site Services (CPAF)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>2005</td>
<td>DOE Small Business Procurement Pre-Award Support (CPAF)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>2006</td>
<td>UBS to Be Provided to OHCs (CPAF)</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>2007</td>
<td>Infrastructure Reliability Projects (IDIQ)</td>
<td>To be determined as Task Orders are issued</td>
<td>$115,500,000.00*</td>
<td></td>
</tr>
<tr>
<td>2008</td>
<td>DOE Small Business Procurement Post-Award Support and Additional Assignments in accordance with PWS (IDIQ)</td>
<td>To be determined as Task Orders are issued</td>
<td>$4,500,000.00*</td>
<td></td>
</tr>
<tr>
<td></td>
<td>UBS Reimbursement from OHCs (offset CLIN 2006)</td>
<td>[-$ Proposed]</td>
<td>N/A</td>
<td>[-$ Proposed]</td>
</tr>
<tr>
<td></td>
<td><strong>Total Option Period 2</strong></td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td></td>
<td><strong>Total Contract Value (Transition Period, Base Period, Option Period 1, Option Period 2, and IDIQ Maximum Quantities)</strong></td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
</tbody>
</table>

* Amount shown for Estimated Cost and Fee under each of the IDIQ CLINs reflects the maximum quantity of supplies and/or services the Government will acquire under the IDIQ CLIN (inclusive of any fee or profit)

1. Estimated Cost for each CLIN is defined as the cost to perform the CLIN agreed to by the parties at Contract award, as may be revised by modifications to the Contract in accordance with the Contract terms. The exception is the IDIQ CLINs, for which estimated cost will be negotiated under each task order.

2. Available Award Fee is defined as the amount of award fee that may be earned under the Contract for each applicable CLIN.
   - Cost associated with work performed under Section C.4.11.5 and the Section I clause in DEAR 970.5217-1 entitled, Strategic Partnership Projects Program, is not fee-bearing and, therefore, is not part of the Available Award Fee.

3. Available Award Fee will include award-fee criteria and performance-based incentive (PBI) criteria as defined in B.8, DOE-H-2060 entitled, Fee (Oct. 2014) (Revised). The PBIs will be defined during Contract performance as part of the PEMP. The draft PEMP at contract award will be finalized during the transition period. Also, no base fee is payable under this Contract.

4. Available Award Fee may consist of up to 40 percent as subjective award fee criteria, and the remaining balance is in objective PBIs for a total of 100 percent.

5. Award Fee based upon award fee criteria will be evaluated on an annual basis as delineated in the PEMP. The PBI fee will be evaluated in accordance with the established completion criteria in the PEMP.
6. Total Contract Value is defined as the sum of the Contract Transition Period Cost, Total Base Period Estimated Cost and Fee, Total Option Period 1 Estimated Cost and Fee, Total Option Period 2 Estimated Cost and Fee, and the IDIQ CLINs Maximum Quantities.

B.3 DOE-B-2013 Obligation of Funds (Oct 2014)

a. Pursuant to the clause of this contract in FAR 52.232-22 entitled, 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.

[To be inserted by the Government at the time of contract award]

b. UBS to Be Provided to OHCs – Funding for the cost associated with the UBS to Be Provided to OHCs is not included in the amount specified in paragraph (a) above. OHC reimbursement for the UBS services shall be recognized by the Contractor as UBS Reimbursement by OHCs.

B.4 Estimated Cost, Fee and Period of Performance

a. In accordance with the clause in FAR 52.217-9 entitled, Option to Extend the Term of the Contract, the Government may unilaterally extend the Contract Period of Performance (as set forth in Section F entitled, Deliveries) to require the Contractor to perform the work set out by Section C entitled, Description/Specs/Work Statement of the Contract. In the event that the Government elects to exercise its unilateral right to extend the term of the Contract pursuant to this clause and FAR 52.217-9, all terms and conditions of the Contract will remain in full force and effect.

b. The Contracting Officer (CO) will consider factors set forth in FAR 17.207 entitled, Exercise of Options, in determining whether to exercise an option to extend the term of the Contract.

The Government is concerned with ensuring that the Contractor’s performance meets, or exceeds, the performance requirements of the Contract in a cost-effective manner. Accordingly, the CO will consider the Contractor’s performance as part of the determination to exercise any option to extend the Contract term.

c. The Estimated Cost, Fee, and Period of Performance of each option to extend the term of the Contract are set forth in Table B-2, and Section F, DOE-F-2003 entitled, Period of Performance – Alternate I and Alternate II (2014).

B.5 DOE-B-2015 Task Order Fee Ceiling (Oct 2014) (Revised)

a. The fee amount, specified as a percentage, is up to five (5) percent for cost-plus-fixed-fee type Task Orders and shall serve as the fee ceiling for all cost-plus-fixed-fee Task Orders issued under the Contract.

b. The fee amount, specified as a percentage, is up to six and a half (6.5) percent for cost-plus-award-fee type Task Orders and shall serve as the fee ceiling for all cost-plus-award-fee Task Orders issued under the Contract.

c. The fee amount for each Task Order will be negotiated and established in each individual Task Order based on risk and complexity. The Contractor may propose whatever fee amount it determines appropriate for the individual task order, provided that the fee amount of each proposed Task Order does not exceed the fee percentage ceiling for cost-plus-fixed-fee or cost-plus-award-fee Task Orders, as specified above. For cost-plus-award-fee Task Orders, the fee ceiling percentage applies to the total of the amount proposed for award fee. There is no base fee available under this Contract.
The fee ceiling percentage shall at no time exceed any statutory limitations imposed by 41 USC §3905, and FAR 15.404-4(c)(4)(i).

**B.6 Execution of CLINs**

Upon the NTP, the Transition CLIN (0001) will be executed. Upon completion of Transition, the base period CLINs (0002, 0003, 0004, 0005, 0006) will be executed. For the IDIQ CLINs 0007 and 0008, task orders may be issued at any time during the base period of performance in accordance with the ordering procedures at FAR 52.216-18 entitled, *Ordering*; FAR 52.216-19 entitled, *Order Limitations*; and FAR 52.216-22 entitled, *Indefinite Quantity*. The execution of the Option CLINs will be in accordance with Clause B.4, DOE-B-2014 entitled, *Estimated Cost, Fee and Period of Performance*.

**B.7 Estimated Annual Contract Value**

DOE anticipates to obligate funding to the Contract in accordance with the estimated annual Contract value (Tables B-4a, B-4b, and B-4c).
Table B-3. Total Contract Cost and Fee by Period of Performance

<table>
<thead>
<tr>
<th>Description</th>
<th>Fiscal Year 2019 - 2024</th>
<th>Fiscal Year 2024 - 2026</th>
<th>Fiscal Year 2026 - 2029</th>
<th>Total Period of Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Estimated Cost</td>
<td>Fee</td>
<td>Estimated Cost &amp; Fee</td>
<td>Estimated Cost</td>
</tr>
<tr>
<td>CLIN 0001 – Contract Transition</td>
<td>[Proposed]</td>
<td>N/A</td>
<td>[Proposed]</td>
<td>N/A</td>
</tr>
<tr>
<td>CLINs 0002, 1002, 2002 – Hanford Site Benefit Plan</td>
<td>$210,478,156.34</td>
<td>N/A</td>
<td>$210,478,156.34</td>
<td>$86,840,258.22</td>
</tr>
<tr>
<td>CLIN 0003, 1003, 2003 – Legacy Benefit Plans</td>
<td>$243,706,561.55</td>
<td>N/A</td>
<td>$243,706,561.55</td>
<td>$100,380,724.99</td>
</tr>
<tr>
<td>CLIN 0004, 1004, 2004 – Infrastructure and Site Services</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>CLIN 0005, 1005, 2005 – DOE Small Business – Procurement Pre-Award Support</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>CLIN 0006, 1006, 2006 – UBS to Be Provided to OHCs</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>CLIN 0007, 1007, 2007 – Infrastructure Reliability Projects</td>
<td>To be determined as Task Orders are issued</td>
<td>$192,500,000.00</td>
<td>To be determined as Task Orders are issued</td>
<td>$77,000,000.00</td>
</tr>
<tr>
<td>CLIN 0008, 1008, 2008 – DOE Small Business Procurement Post-Award Support and Additional Assignments in accordance with PWS</td>
<td>To be determined as Task Orders are issued</td>
<td>$7,500,000.00</td>
<td>To be determined as Task Orders are issued</td>
<td>$3,000,000.00</td>
</tr>
<tr>
<td>Total Contract Period Costs</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
</tbody>
</table>

1
2
## Table B-4a. Total Base Period of Performance Contract Cost and Fee by Fiscal Year

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CLIN 0001 - Contract Transition</td>
<td>P</td>
<td>N/A</td>
<td>P</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
</tr>
<tr>
<td>CLIN 0002 - Hanford Site Benefit Plan</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>$13,756,769.82</td>
<td>N/A</td>
<td>$13,756,769.82</td>
<td>N/A</td>
<td>$40,211,090.64</td>
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<tr>
<td>CLIN 0003 - Legacy Benefit Plans</td>
<td>N/A</td>
<td>N/A</td>
<td>N/A</td>
<td>$15,657,662.19</td>
<td>N/A</td>
<td>$15,657,662.19</td>
<td>N/A</td>
<td>$47,929,014.08</td>
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<tr>
<td>CLIN 0004 - Infrastructure and Site Services</td>
<td>N/A</td>
<td>N/A</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>CLIN 0005 - DOE Small Business - PPO PreAward Support</td>
<td>N/A</td>
<td>N/A</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>CLIN 0006 - UBS to Be Provided to OHC's</td>
<td>N/A</td>
<td>N/A</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
<td>P</td>
</tr>
<tr>
<td>CLIN 0007 - Infrastructure Reliability Projects</td>
<td>N/A</td>
<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
</tr>
</tbody>
</table>
### Table B-4a. Total Base Period of Performance Contract Cost and Fee by Fiscal Year

| Description                                                                 | FY2019 Transition (01/30/19 - 5/31/19) | FY2019 (balance of FY) 6/1/19 - 9/30/19 | FY2020 10/1/19 - 9/30/20 | FY2021 10/1/20 - 9/30/21 | FY2022 10/1/21 - 9/30/22 | FY2023 10/1/22 - 9/30/23 | FY2024 (partial year) 10/1/23 - 5/31/24 | Total Period of Performance | Years 1 - 5 | Total Cost & Fee |
|------------------------------------------------------------------------------|----------------------------------------|----------------------------------------|---------------------------|---------------------------|---------------------------|---------------------------|----------------------------------------|---------------------------|-------------|-----------------
| CLIN 0006 – DOE Small Business Procurement Post-Award Support and Additional Assignments in accordance with PWS | N/A | To be determined as Task Orders are issued | To be determined as Task Orders are issued | To be determined as Task Orders are issued | To be determined as Task Orders are issued | To be determined as Task Orders are issued | To be determined as Task Orders are issued | $7,500,000.00 |
| UBS Reimbursement from OHCs (offset CLINs 0006) | N/A | N/A | -$P | N/A | -$P | -$P | N/A | -$P | -$P | N/A | -$P | -$P | N/A | -$P | $P | N/A | -$P |
| Base Period Total                                                           | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P | P |

P = Proposed  
GP = Government Provided
<table>
<thead>
<tr>
<th>Description</th>
<th>FY2024 (partial year)</th>
<th>FY2025</th>
<th>FY2026 (partial year)</th>
<th>Contract Years 6 - 7</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6/1/24 - 9/30/24</td>
<td>10/1/24 - 9/30/25</td>
<td>10/1/25 - 5/31/26</td>
<td></td>
</tr>
<tr>
<td>Estimated Cost</td>
<td>Fee</td>
<td>Estimated Cost &amp; Fee</td>
<td>Estimated Cost</td>
<td>Fee</td>
</tr>
<tr>
<td>CLIN 1002 - Hanford Site Benefit Plan</td>
<td>$14,009,451.11</td>
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<td>$14,009,451.11</td>
<td>N/A</td>
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<tr>
<td>CLIN 1003 - Legacy Benefit Plans</td>
<td>$16,515,023.18</td>
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<td>$16,515,023.18</td>
<td>N/A</td>
</tr>
<tr>
<td>CLIN 1004 - Infrastructure and Site Services</td>
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<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>CLIN 1005 - DOE Small Business - Procurement Pre-Award Support</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>CLIN 1006 - UBS to Be Provided to OHCs</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>CLIN 1007 - Infrastructure Reliability Projects</td>
<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
</tr>
<tr>
<td>CLIN 1008 - DOE Small Business Procurement Post-Award Support and Additional Assignments in accordance with PWS</td>
<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
</tr>
<tr>
<td>Option Period 1 Total</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>Description</td>
<td>FY2026 (partial year)</td>
<td>FY2027</td>
<td>FY2028</td>
<td>FY2029 (partial)</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------</td>
<td>-----------------------</td>
<td>--------</td>
<td>--------</td>
<td>-----------------</td>
</tr>
<tr>
<td></td>
<td>6/1/26 - 9/30/26</td>
<td>10/1/26 - 9/30/27</td>
<td>10/1/27 - 9/30/28</td>
<td>10/1/28 - 5/31/29</td>
</tr>
<tr>
<td>Estimated Cost</td>
<td>Fee</td>
<td>Estimated Cost &amp; Fee</td>
<td>Estimated Cost</td>
<td>Estimated Cost &amp; Fee</td>
</tr>
<tr>
<td>CLIN 2002 – Hanford Site Benefit Plan</td>
<td>$14,797,526.70</td>
<td>N/A</td>
<td>$14,797,526.70</td>
<td>N/A</td>
</tr>
<tr>
<td>CLIN 2003 – Legacy Benefit Plans</td>
<td>$16,892,082.61</td>
<td>N/A</td>
<td>$16,892,082.61</td>
<td>N/A</td>
</tr>
<tr>
<td>CLIN 2004 – Infrastructure and Site Services</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>CLIN 2005 – DOE Small Business Procurement Pre-Award Support</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>CLIN 0006 – UBS to Be Provided to OHCs</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
<tr>
<td>CLIN 2007 Infrastructure Reliability Projects</td>
<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
</tr>
<tr>
<td>CLIN 2008 – DOE Small Business Procurement Post-Award Support and Additional Assignments in accordance with PWS</td>
<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
<td>To be determined as Task Orders are issued</td>
</tr>
<tr>
<td>Option Period 2 Total</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
<td>[Proposed]</td>
</tr>
</tbody>
</table>

Table B-4c. Total Option 2 Contract Cost and Fee by Fiscal Year
B.8  DOE-H-2060 Fee (Oct. 2014) (Revised)

The Government shall pay the Contractor for performing this Contract fee that may be earned from the available fee by fiscal year, as specified in Tables B-4a, B-4b, or B-4c, in accordance with this clause and other applicable clauses of the Contract.

a. Fee.

1. PEMP.

(A) A PEMP shall be issued unilaterally by the Contracting Officer for each evaluation period that establishes the criteria and procedures for evaluating the Contractor’s performance for the purpose of determining any award-fee earned. The PEMP shall include, as a minimum, the following:

(i) Evaluation criteria linked to the contract’s performance objectives as defined in terms of cost, schedule, technical, or other contract performance requirements or objectives.

(ii) Means of how the Contractor’s performance will be measured against the evaluation criteria.

(iii) PEMP evaluation period.

(iv) Amount of the total available fee that is allocated to the evaluation period, including the allocation for award-fee criteria and performance-based incentive criteria.

(v) Methodology for application of subjective evaluation ratings or attainment of predetermined objectives to earned fee.

(B) There are two categories of evaluation criteria that may be used in determining fee earned: award-fee criteria and performance-based incentive criteria. Each of these categories, in general, is defined as follows:

(i) Award-fee Criteria – Evaluation criteria that are qualitative or subjective and for which it is neither feasible nor effective to devise predetermined objective criteria applicable to cost, schedule, technical or other contract performance requirements or objectives. These types of criteria require a judgmental evaluation process and allow the Government the flexibility to evaluate both actual performance and the conditions under which it was achieved.

(ii) Performance-Based Incentive Criteria – Evaluation criteria which can be defined by predetermined, objective incentive criteria applicable to cost, schedule, technical or other Contract performance requirements or objectives. Performance measurement standards contain well-defined parameters for measuring performance against evaluation criteria. These criteria may extend beyond one evaluation period when appropriate to incentivize the completion of long-term objectives.

(C) The length of evaluation periods shall be determined unilaterally by the Contracting Officer. The evaluation periods should provide a balance between the Contractor’s ability to have sufficient performance time for the Government to evaluate, but evaluation periods should provide the ability for the Government to provide timely evaluations on the Contractor’s performance without being administratively burdensome.

(D) The PEMP shall be provided to the Contractor one (1) calendar day prior to the beginning of the first and each successive evaluation period. If there is not sufficient time for the PEMP
to be provided to the Contractor in the required number of days in advance of the beginning
of the evaluation period, the Contractor shall not be evaluated on its performance until one
(1) calendar day after the PEMP is received by the Contractor. The PEMP may be revised
unilaterally at any time during the evaluation period, but the revised PEMP, or revised
portion thereof, shall not be effective until one (1) calendar day after the Contractor receives
the revised PEMP.

2. Performance Evaluation and Fee Determination.

(A) Monitoring Performance. During the evaluation period, performance monitors will track the
Contractor’s performance in accordance with the PEMP. Interim evaluations may be
provided to the Contractor to identify strengths, weaknesses and deficiencies in the
Contractor's performance during the current evaluation period. At the end of an evaluation
period, performance monitors will assess the Contractor’s performance in accordance with
the PEMP and report the results to the Award-fee Board (AFB).

(B) Contractor Self-Assessment. Following each evaluation period, the Contractor may provide
a written self-assessment of its performance to the AFB to be considered in its report to the
Fee Determining Official (FDO). The self-assessment shall be submitted not later than
21 calendar days after the end of each evaluation period. The self-assessment shall address
strengths, weaknesses and deficiencies in the Contractor’s performance during the
evaluation period. Where deficiencies in performance are noted, the Contractor should
describe the actions planned or taken to correct such deficiencies to avoid their recurrence.

(C) Award-fee Board Recommendation. The AFB will consider the performance monitors’
reports and any other pertinent information, including the Contractor’s self-assessment, and
prepare a report for the FDO with findings and recommendations. The Contractor will be
provided a draft copy of the AFB’s report and will be afforded an opportunity to identify
factual errors. The AFB’s draft report is not subject to negotiation with the Contractor.
The Contractor will be provided a copy of the final AFB report immediately after the report
is finalized.

(D) Award-fee Determination. The FDO will review the AFB’s recommendation, the
Contractor’s self-assessment and other pertinent information related to the Contractor’s
performance. The FDO will make a final, written determination, consistent with the PEMP,
as to the amount of the award-fee earned. The FDO can consider any and all information in
rendering the final fee determination. The FDO’s final determination will be provided to the
Contractor no later than 120 calendar days after the end of the evaluation period. The FDO,
AFB representative, or Contracting Officer will provide a debriefing to the Contractor on the
final determination. All FDO decisions regarding award-fee are made solely at the discretion
of the Government, including but not limited to, the characterization of the Contractor's
performance, amount of earned fee, if any, and the methodology used to calculate the earned
fee.

3. Unsatisfactory Performance. No award-fee shall be earned if the Contractor’s overall
performance in the aggregate is below satisfactory.

4. Unearned Award-fee. Any unearned award-fee, for which the Contractor had the opportunity to
earn during an evaluation period, shall not be transferred to subsequent evaluation periods, thus
allowing the Contractor an additional opportunity to earn that previously unearned award-fee.

5. Award-fee Payment. After the FDO’s award-fee determination, the Contracting Officer will issue
a unilateral modification to the Contract setting forth the amount of earned fee. Payment will be
made after the modification has been issued and will be consistent with other clauses of this
Contract related to payments. The PEMP may provide for the payment of earned fee for
performance-based incentives completed prior to the end of the evaluation period or provisional
payments of earned fee based on established progress in meeting performance-based incentives
extending beyond an individual evaluation period.

B.9 Provisional Payment of Fee

a. Notwithstanding any other term or condition of this Contract to the contrary, this clause applies to and
has precedence over all other terms and conditions of this Contract that provide for provisional
car  

d. This Contract’s price, incentives included in its price, and all other terms and conditions reflect the
Government’s and the Contractor’s agreement to link, to the maximum extent practical, the
Contractor’s earning of fee to its achievement of final outcomes rather than interim accomplishments.
e. Certain terms and conditions of this Contract provide for provisional payment of fee for certain incentives. Other terms and conditions of this Contract provide for each such incentive the requirements the Contractor must meet to earn the fee linked to the incentive. The terms and conditions of this Contract that provide for provisional payment of fee for certain incentives include for each such incentive the requirements the Contractor must meet before the Government is obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.

f. The CO will determine if the Contractor has met the requirements under which the Government will be obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.

g. If the CO determines that the Contractor has not met the requirements to retain any provisionally paid fee and notifies the Contractor, the Contractor must return that provisionally paid fee to the Government within 30 days, per the following:

(i) The Contractor’s obligation to return the provisionally paid fee is independent of its intent to dispute or its disputing of the CO’s determination; and

(ii) If the Contractor fails to return the provisionally paid fee within 30 calendar days of the CO’s determination, the Government, in addition to all other rights that accrue to the Government and all other consequences for the Contractor due to the Contractor’s failure, may deduct the amount of the provisionally paid fee from amounts it owes under invoices, or any other amount it owes the Contractor for payment, financing, or other obligation.

h. If the Contractor has earned fee associated with an incentive in an amount greater than the provisional fee the Government paid to the Contractor for the incentive, the Contractor will be entitled to retain the provisional fee and the Government will pay the difference between the earned fee and the provisional fee.

B.10 Allowability of Subcontractor Fee

a. If the Contractor is part of a teaming arrangement, as defined in FAR Subpart 9.601(1) entitled, Contractor Team Arrangements, the team shall share in the total fee as shown in Table B-2. Separate, additional, critical subcontractor fee is not an allowable cost under this Contract for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, a majority-owned, or an affiliate of any team member.

b. The subcontractor fee restriction in paragraph (a) 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 identified in the Contractor’s Diversity Plan as per the Section H clause, DOE-H-2046 entitled, Diversity Program; (3) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) commercial items as defined in FAR Subpart 2.101, Definitions.

c. To the extent the Contractor relies on any of the exceptions in paragraph (b) above, CO written concurrence that the exception applies must be obtained.

B.11 Fee Reductions

a. All annual available fee in each year of Contract performance is subject to reductions imposed by the terms and conditions of this Contract, including, but not limited to:
2. Section B clause entitled, Small Business Subcontracting Fee Reduction.
4. Section E clause, FAR 52.246-3 entitled, Inspection of Supplies – Cost Reimbursement.
5. Section E clause, FAR 52.246-5 entitled, Inspection of Services – Cost Reimbursement.
6. Section E clause, FAR 52.246-2 entitled, Inspection of Supplies – Fixed-Price.
7. Section E clause, FAR 52.246-4 entitled, Inspection of Services – Fixed-Price.
8. Section H clause, DOE-H-2070 entitled, Key Personnel.
9. Section I clause, FAR 52.203-10 entitled, Price or Fee Adjustment for Illegal or Improper Activity.
10. Section I clause, FAR 52.215-11 entitled, Price Reduction for Defective Certified Cost or Pricing Data–Modifications.
11. Section I clause, FAR 52.215-13 entitled, Subcontractor Certified Cost or Pricing Data – Modifications.
12. Section I clause, FAR 52.219-16 entitled, Liquidated Damages – Subcontracting Plan.
13. Section I clause, FAR 52.243-1 entitled, Changes – Fixed-Price.
14. Section I clause, FAR 52.243-2 entitled, Changes – Cost Reimbursement.
15. Section I clause, DEAR 952.223-76 entitled, Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health.

b. The maximum fee reduction in any annual period of Contract performance is the allocated Annual Award Fee, as defined in the PEMP, that can be earned in the annual period the event occurred.

### B.12 Small Business Subcontracting Fee Reduction

For the purpose of implementing this clause, the percentage goals established in the Section J-6 Attachment entitled, Small Business Subcontracting Plan, will remain in effect for the duration of the Contract.

a. The Contractor’s performance in meeting small business performance percentage goals in accordance with the Section H clause entitled, Subcontracted Work, the Contractor’s Small Business Subcontracting Plan, and required Mentor-Protégé Agreements will be evaluated at the end of each performance period indicated below. The evaluation will be based on the cumulative small business subcontracting for the entire performance period.
1. At the end of the Base Period of Contract performance.
2. At the end of Option Period #1 of Contract performance (if this option is exercised).
3. At the end of Option Period #2 of Contract performance (if this option is exercised).
b. If the Contractor has not met any or all of the subcontracting goals and the number of committed Mentor-Protégé Agreements, and/or has failed to provide meaningful work for small businesses, the CO may reduce the annual award fee earned for the last year of each performance period. The reduction amount may be up to 25 percent of the annual award fee earned for the last year of the Base Period, up to 15 percent for the last year of Option Period #1, and up to 10 percent for the last year of Option Period #2.

B.13 Conditional Payment of Fee DOE Hanford Site-Specific Performance Criteria/Requirements

This clause supplements the Section I clause, DEAR 952.223-76 entitled, Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health, by establishing Site-specific Environmental, Safety, Health, and Quality (ESH&Q) and security performance criteria/requirements. Performance failures relating to the performance criteria set forth in this clause will be processed in accordance with DEAR 952.223-76. Site-specific performance criteria/requirements for ESH&Q and Safeguards and Security are as follows:

a. ESH&Q.

1. First Degree: Performance failures relating to the criteria set forth in this clause will be processed in accordance with DEAR 952.223-76.

2. Second Degree: Performance failures relating to the criteria set forth in this clause will be processed in accordance with DEAR 952.223-76.

3. Third Degree: Performance failures that reflect a lack of focus on ESH&Q or failures to comply with an approved Integrated Safety Management System (ISMS) that may result in a negative impact to the public, worker, or environment. The following performance failures, or events of similar import, are examples of performance failures that are considered third degree:

   (i) Multiple similar non-compliances identified by external oversight (such as, federal) that in the aggregate indicate a significant programmatic breakdown.

   (ii) Non-compliances or adverse performance trends that either have or may have negative impact to the public, worker, or environment or that indicate a programmatic breakdown.

   (iii) Failure to notify the CO upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.

   (iv) Failure to report required data accurately and in a timely manner.

   (v) Failure to implement continuous improvement in ESH&Q performance through effective utilization of ISMS processes, including timely submittal of meaningful performance objectives, measurements and commitments.

b. Safeguards and Security.

1. First Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
(i) Theft, loss, or diversion of Category I or II special nuclear material (SNM); adversarial attacks or acts of sabotage that result in significant consequences the safety or security of personnel, facilities, or the public due to a failure or inadequacy of performance by the Contractor.

(ii) Receipt of an overall rating of Unsatisfactory on any DOE Safeguards and Security survey, audit, and/or inspection.

(iii) Failure to implement corrective action(s) in response to any first degree performance failure.

2. Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

(i) Theft, loss, or diversion of Category III SNM that is due to a failure or inadequacy of performance by the Contractor.

(ii) Inventory differences of Category I/II/III SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.

(iii) Any amount of SNM found in a dangerous/hazardous or unapproved storage environment or unapproved mode of transportation/transfer.

(iv) Failure to implement corrective action(s) in response occurrence of any second degree performance failure.

3. Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security, and/or jeopardizes protection of the facility or Site security interests. The following are examples of performance failures or performance failures of similar import that will be considered third degree:

(i) Loss, theft, diversion, or unauthorized disclosure of information classified as Confidential.

(ii) Negligent weapons and firearms-related incidents involving protective force operations/personnel (e.g., unauthorized weapons discharge, personal wounding).

(iii) Evidence that SNM data has been manipulated or falsified.

(iv) Inventory differences of Category IV SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.

(v) Loss, theft, or diversion of Category IV quantities of SNM resulting from a failure or inadequacy of performance by the contractor.

(vi) Five (5) or more incidents that involve a potential compromise of classified information and/or unsecured classified repository, in any three (3) month period, of any type.

(vii) Receipt of any topical area rating of Unsatisfactory on any DOE Safeguards and Security survey, audit, and/or inspection.

(viii) Failure to implement corrective action(s) in response to any third degree performance failure.
(ix) Non-compliant or adverse cyber security performance that indicates serious cyber security program degradation (e.g., negative mission impacts or compromise of sensitive information [Sensitive Unclassified Information, Personally Identifiable Information, Unclassified Controlled Nuclear Information]).

c. Minimum requirements for specified level of performance. At a minimum, the Contractor must perform the following:

(1) The requirements with specific incentives which do not require the achievement of cost efficiencies in order to be performed at the level of performance set forth in the Performance Work Statement, Work Authorization Directive, or similar document unless an otherwise minimum level of performance has been established in the specific incentive;

(2) All of the performance requirements directly related to requirements specifically incentivized which do not require the achievement of cost efficiencies in order to be performed at a level of performance such that the overall performance of these related requirements is at an acceptable level; and

(3) All other requirements at a level of performance such that the total performance of the contract is not jeopardized.

The evaluation of the Contractor’s achievement of the level of performance shall be unilaterally determined by the Government. To the extent that the Contractor fails to achieve the minimum performance levels specified in the Performance Work Statement, Work Authorization Directive, or similar document, during the performance evaluation period, the DOE Operations/Field Office Manager, or designee, may reduce any otherwise earned fee, fixed-fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed-fee, profit, or shared net savings being less than 25 percent of the total available fee amount.

d. Minimum requirements for cost performance.

(1) Requirements incentivized by other than cost incentives must be performed within their specified cost constraint and must not adversely impact the costs of performing unrelated activities.

(2) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.

(3) The Contractor’s performance within the stipulated cost performance levels for the performance evaluation period shall be determined by the Government. To the extent the Contractor fails to achieve the stipulated cost performance levels, the DOE Operations/Field Office Manager, or designee, may reduce in whole or in part any otherwise earned fee, fixed-fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25 percent of the total available fee amount.
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