

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)

This is an Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract under which Firm-Fixed-Price (FFP) and/or Time-and-Materials (T&M) task orders will be issued, using the fully-burdened labor rates contained in Section J, Attachment J-6, IDIQ Schedule of Fully Burdened Labor Rates. This contract will provide various technical assistance services in support to the Moab Uranium Mill Tailings Remedial Action (UMTRA) project in Moab, UT as described in the Section C – Performance Work Statement.

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set for in this contract and applicable task orders as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work under this contract and resulting task orders.

The Contractor shall provide the requested services, within the minimum and maximum quantities as specified in Section B.03 below, on a schedule to be specified by the Government in accordance with the contract clause H.30, Task Ordering Procedure.

B.2 CONTRACT LINE ITEM STRUCTURE

CLIN NUMBER	ITEM DESCRIPTION	MAXIMUM VALUE OF SERVICES	CONTRACT ORDERING PERIOD
00001	Moab Uranium Mill Tailings Remedial Action (UMTRA) Technical Assistance	\$24,500,000.00	Five (5) years from the date of contract award.

B.3 CONTRACT MINIMUM AND MAXIMUM VALUE OF SERVICES

(a) The guaranteed minimum value of services to be ordered as required by Section I, FAR 52.216-22, Indefinite Quantity, is \$20,000.00.

(b) The estimated maximum value of services to be ordered as required by Section I, FAR 52.216-22, Indefinite Quantity, is \$24,500,000.00.

(c) Funding will be obligated to each individual task order up to the estimated maximum value of the basic contract. All task orders issued under this contract count towards the estimated maximum value of \$24,500,000.00, and the total cumulative value of the task orders issued shall not exceed the contract estimated maximum value.

B.4 NON-LABOR COST – INDIRECT CEILING RATE

The Contractor is entitled to apply an indirect rate to all non-labor costs for any issued Time-and-Materials Task Orders, of [To be filled in by Offeror]%. The percentage specified is considered a ceiling rate. The Contractor’s actual rates, up to the ceiling rate, will be applied for each fiscal year. The Contractor’s reimbursed indirect rate shall be supported by the Contractor’s accounting system. If the Contractor is unable or does not segregate indirect rates with an allocation base containing non-labor costs, the Contractor is not entitled to any applied indirect rates to non-labor costs incurred.

B.5 DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014)

Pursuant to the clause of this contract at 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.

To Be Determined on a Task Order basis. No funding will be obligated to the IDIQ Contract. T&M and FFP Task Orders may be incrementally funded.

B.6 LIMITATION OF GOVERNMENT'S OBLIGATION (FOR FIRM-FIXED-PRICE TASK ORDERS/CLINS)

(a) This contract's fixed-price task orders issued under CLIN 00001 have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that: fixed-price task orders issued under CLIN 00001 may be incrementally funded; and if a CLIN or task order is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the CLIN or task order will be the lower of the amount of funds allotted to the CLIN or task order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each CLIN or task order 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 or task order:

- 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 or task order;
- 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 or task orders 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 or task order before the CLIN or task order 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 or task order is the allotted funds for the CLIN or task order, the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract would allow.
 - 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 or task order, 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 or task order:
 - 1) The fixed price (of both the entire CLIN or task order and of the current cumulative amount of funds allotted to the CLIN or task order 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 or task order's fixed price and
 - ii. the Contractor must provide the work the contract requires for the CLIN or task order.
- (d) The fixed price for each CLIN or task order is listed in Section B of this contract.
- (e) The Planned Funding Schedule for each CLIN or task order is in paragraph (n) of this clause. The sum of the planned funding for each CLIN or task order equals the fixed price of the CLIN or task order.
- (f) The Actual Funding Schedule for each CLIN or task order 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 task orders issued under CLIN 00001, and the work to be performed for the funds allotted.
 - 1) The Contractor may bill against a CLIN or task order only after the Government has allotted funds to the CLIN or task order and the Contractor

has delivered the services and earned amounts payable for the CLIN or task order.

- i. The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.
 - ii. If the Contractor does not perform the contract's requirements for the CLIN or task order, it must return the amounts that it billed that the Government reimbursed.
- (g) If during the course of this contract the Government is allotting funds to a CLIN or task order per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple fixed-price contract for that CLIN or task order 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 or task order—with the exception that the Government's obligation for the CLIN or task order is limited to the total amount of funds allotted by the Government to the CLIN or task order 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 or task order 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 or task order; and neither the fixed-price for the CLIN or task order nor any other term or condition of the contract will be affected due to the CLIN's or task order's being incrementally funded.
 - i. The Contractor agrees, for example, if the Government allots funds to a CLIN or task order per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN or task order, the Government has met all of its obligations just as if the CLIN or task order were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the CLIN or task order 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 or task order that exceed the total amount of funds allotted by the Government to the contract for the CLIN or task order
 - 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 or task order and the Government allots funds to the CLIN or task order equal to the CLIN's or task order's fixed price, the Government will pay it the fixed price for the CLIN or task order and no more.
 - ii. The Contractor also agrees, for example, if the Government allots funds to a CLIN or task order 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 or task order were fully funded (that is, as if progress payments based on cost had been agreed to and had been made,

- or milestone payments had 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 or task order were fully funded; consequently, if the Government subsequently terminates the CLIN or task order it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN or task order; 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 or task order 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 or task order 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 or task order.
 - 3) The Government may require the Contractor to continue performance of that CLIN or task order for as long as the Government allots funds for that CLIN or task order sufficient to cover the amount payable for that CLIN or task order.
- (i) If the Government does not allot funds to a CLIN or task order 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 or task order;
 - 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 or task order, 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 task order; 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 or task order:
- 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 or task order; and
 - 2) The Contractor is not obligated to continue performance under this contract related to the CLIN or task order 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 or task order.

- (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 or task order, which will remain at all times the Government’s maximum liability for a CLIN or task order. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN or task order in excess of the total amount allotted by the Government to this contract for a CLIN or task order, whether earned during the course of the contract or as a result of termination.
- (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 or task order 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:

The following table and requisite information shall be inserted by the Government in each fixed-priced task order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Task Order]:

Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished

- (o) Actual Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced task order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Task Order]:

Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished