

**PART I – THE SCHEDULE  
SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS**

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**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1 TYPE OF CONTRACT AND ITEMS BEING ACQUIRED**

- (a) This Contract is a Firm-Fixed-Price Contract that includes Cost Reimbursable Contract Line Item Numbers (CLINs). This Contract is established for the purpose of providing services in support of the U.S. Department of Energy (DOE) Idaho Cleanup Project (ICP). This requirement is for managing Spent Nuclear Fuel (SNF) storage facilities and licenses under Nuclear Regulatory Commission (NRC) regulations. This scope includes the management and operation of the Fort Saint Vrain (FSV) Independent Spent Fuel Storage Installation (ISFSI) facility in Colorado (including security); the management, operation and oversight of the Three Mile Island-2 (TMI-2) ISFSI facility at the Idaho Nuclear Technology and Engineering Center (INTEC) in Idaho; and management of the Idaho Spent Fuel Facility (ISFF) license, as described in Section C.
- (b) The Contractor shall be responsible for planning, managing, integrating, and executing the work as described in Section C, Performance Work Statement (PWS) in a safe, efficient, and effective manner. 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.2 CLIN STRUCTURE**

The Contract is structured into CLINs in Section B. The CLINs established for this Contract include the following:

The 90-day transition period is covered by CLIN 00001, the 48-month base period is covered by CLIN 00002, the 12-month Option period is covered by CLIN 00003, closeout activities are covered under CLIN 00004, Defined Benefit Pension Plan Costs are covered under CLINs 00005 and 00006, and Replacement of Government Furnished Property Costs are covered under CLINs 00007 and 00008, as follows:

<b>Period</b>	<b>Title</b>	<b>Contract Type</b>
CLIN 00001	Transition Period	FFP
CLIN 00002	Base Period	FFP
CLIN 00003	Option Period	FFP
CLIN 00004	Closeout	FFP
CLIN 00005	Defined Benefit Pension Plan Costs- Base Period	CR
CLIN 00006	Defined Benefit Pension Plan Costs- Option Period	CR
CLIN 00007	Replacement of Government Furnished Property Costs- Base Period	CR

CLIN 00008	Replacement of Government Furnished Property Costs - Option Period	CR
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**B.3 CONTRACT PRICING**

- (a) Firm-Fixed-Price CLINs: The price schedule below sets forth the FFP CLINs that include Transition, Base Period support, Option Period support, and Closeout. The Firm-Fixed-Price CLINs correspond to Section C – Performance Work Statement, and all applicable attachments.
- (b) Cost Reimbursable CLINs: The price schedule also includes Cost Reimbursable CLINs for Defined Benefits Pension Plan costs, as outlined in Section B.5, and Replacement of Government Furnished Property costs.
- (c) The total price of the contract (including options) is: \$[Contractor Fill-in] (the sum of CLINs 00001, 00002, 00003, 00004, 00005, 00006, 00007, and 00008 (CLINs 00005 - 00008 are Government provided costs)).

CLIN	Description of Services	Quantity	Unit of Measure	Total Firm-Fixed-Price
00001	Section C.2.0 and C.8.0 – Transition Period (90 days or less from Notice to Proceed)	1	Lump Sum	\$[Contractor Fill-in]
00002	Sections C.3.0, C.4.0, C.5.0, C.6.0 and C.8.0 – Base Period	48	Months	\$[Contractor Fill-in]
00003	Sections C.3.0, C.4.0, C.5.0, C.6.0 and C.8.0 – Option Period	12	Months	\$[Contractor Fill-in]
00004	Section C.7.0 and C.8.0 – Closeout	1	Lump Sum	\$[Contractor Fill-in]
CLIN	Description of Services	Unit of Measure		Total Cost Reimbursement
00005	Defined Benefits Pension Plan Costs – Base Period	Estimated Cost		[\$240,000]
00006	Defined Benefits Pension Plan Costs – Option Period	Estimated cost		[\$60,000]

00007	Replacement of Government Furnished Property Costs – Base Period	Estimated Cost	[\$8,000]
00008	Replacement of Government Furnished Property Costs – Option Period	Estimated Cost	[\$2,000]

**B.4 OBLIGATION OF FUNDS**

Pursuant to Section B.6 clause entitled “Limitation of Government’s Obligation,” the total amount of incremental funding allotted to each CLIN and the anticipated dates through which performance is funded are as follows:

CLIN	Funding Amount (current action)	Cumulative Funding Amount	Performance Funded Through Date
00001			
00002			
00003			
00004			
00005			
00006			
00007			
00008			

**B.5 DEFINED BENEFIT PENSION PLAN COSTS**

The Idaho National Laboratory Employee Retirement Plan (INLERP) (a Defined Benefit Pension Plan) costs are included in the total Contract Price, as identified in Section B.3(c). Separate CLINs 00005 and 00006 are established to fund the Defined Benefit Pension Plan Costs for the base and option period, respectively. The Contractor shall use designated Defined Benefit Pension Plan funding to reimburse the INL contractor for the NRC Licensed Facilities share of the current Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees. Actual costs for the current Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees shall be on a cost-reimbursement basis. The Defined Benefit Pension Plan costs are non-fee bearing in this contract.

Per the paragraph above, the Employer contributions to the INLERP will be subject to be reimbursed separately on a cost reimbursement basis and are not part of the fixed price. The Contractor as a sponsor of the INLERP will be reimbursed for pension contributions in the amounts necessary to ensure that the plan is funded to meet the annual minimum

requirement under ERISA, as amended by the Pension Protection Act (PPA) of 2006. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, will require prior approval of the Contracting Officer and will be considered on a case by case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances. All other costs should be part of the fixed price and will not be reimbursed separately on a cost reimbursement basis

**B.6 LIMITATION OF GOVERNMENT’S OBLIGATION (FOR FIRM-FIXED-PRICE CLINS)**

- (a) This contract’s CLIN 00001, CLIN 00002, CLIN 00003, and 00004 have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that: CLIN 00001, CLIN 00002, CLIN 00003, and CLIN 00004 (or all) 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;
  - 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 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, 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 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 CLIN 00001, CLIN 00002, CLIN 00003, and CLIN 00004, and the work to be performed for the funds allotted.
- 1) The Contractor may bill against a CLIN only after the Government has allotted funds to the CLIN and the Contractor has delivered the services and earned amounts payable for the CLIN.
    - 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, 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 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 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, 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 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 00001 (Transition Period)**

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

**CLIN 00002 (Base Period)**

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

**CLIN 00003 (Option Period)**

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

**CLIN 00004 (Closeout)**

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

- (o) Actual Funding Schedule:

**CLIN 00001 (Transition)**

	Funds	Work	Cumulative	Cumulative Work
<u>Date</u>	<u>Allotted</u>	<u>Accomplished</u>	<u>Funds Allotted</u>	<u>Accomplished</u>

**CLIN 00002 (Base Period)**

<u>Date</u>	<u>Funds Allotted</u>	<u>Work Accomplished</u>	<u>Cumulative Funds Allotted</u>	<u>Cumulative Work Accomplished</u>
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**CLIN 00003 (Option Period)**

<u>Date</u>	<u>Funds Allotted</u>	<u>Work Accomplished</u>	<u>Cumulative Funds Allotted</u>	<u>Cumulative Work Accomplished</u>
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**CLIN 00004 (Closeout)**

<u>Date</u>	<u>Funds Allotted</u>	<u>Work Accomplished</u>	<u>Cumulative Funds Allotted</u>	<u>Cumulative Work Accomplished</u>
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**B.7 AUTHORIZATION OF CONTRACT TRANSITION COSTS**

The Contract Transition Period will begin with the issuance of a Notice to Proceed (NTP) by DOE. The Transition Period is anticipated to be ninety (90) days. During the Transition Period, the Contractor shall bring to the site its management team (including, but not limited to all Key Personnel) and other staff necessary to plan and conduct those activities that provide for an orderly transfer of responsibilities and accountability, as authorized by the CO. The Contractor shall coordinate its activities with DOE and the incumbent Contractor to accomplish these activities (see PWS Section C.2.0) in a manner that will provide an effective transition of personnel and work activities while minimizing the cost of this effort.

**B.8 MATERIAL DIFFERENCES**

The Contractor shall identify any material differences between the actual and documented conditions, and shall notify the Contracting Officer of such differences within 30 days after the Contract Effective Date so that the “true-ups” may be completed within 90 days of completion of contract transition. Untimely submissions will not be considered. After the Contractor’s Material Difference submission, the DOE and the Contractor will negotiate the final list of Material Differences that may require a change to the contract. If the Material Differences require changes to the contract as agreed to by DOE, the Contractor shall submit a change proposal in accordance with Section I clause FAR 52.243-1 *Changes-Fixed Price – Alt I*, after receipt of a written order from the Contracting Officer.