

**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

This Contract includes Firm-Fixed-Price, Fixed Unit Rate, Cost Reimbursement, and Indefinite Delivery/Indefinite Quantity (IDIQ) contract line items numbers (CLINs) for the purpose of providing Infrastructure Support Services for the DOE Portsmouth Site located near Portsmouth, Ohio, as described in Section C. 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.

IDIQ services shall be ordered in accordance with Section I clauses “Ordering”, “Order Limitations”, “Indefinite Quantity”, and Section H clause entitled “Task Ordering Procedure.” Under the IDIQ CLIN, the Government anticipates awarding Firm-Fixed-Price and/or Cost Reimbursement Task Orders depending on the nature of the requirement, and in accordance with FAR 16.500.

B.2 CLIN STRUCTURE

The Contract is structured into CLINs in Section B, and the Section B CLINs are supported by Section J, Attachment J-10 Exhibit Line Item Numbers (ELINs). The 60-day transition period is covered by CLIN 0001, and the 34-month base period is covered by CLINs 0101, 0201, 0301, 0401, and 0501. The two-year option periods is covered by CLINs 0102, 0202, 0302, 0402, and 0502, as represented in the table below:

Period	Firm-Fixed-Price (Operations)	Firm-Fixed-Price (Security)	Fixed Unit Rate (EEOICPA)	Cost Reimbursement	IDIQ
Transition Period	0001				
Base Period	0101	0201	0301	0401	0501
Option Period	0102	0202	0302	0402	0502
Closeout	0002				

B.3 CONTRACT PRICING

(a) Firm-Fixed-Price CLINs:

The Firm-Fixed-Price CLINs and ELINs correspond to Section C.3.0 and all applicable attachments. Pricing for each CLIN corresponds with Attachment J-10, Exhibit Line Item Numbers.

Operations CLINs: PWS Elements C.3.1, C.3.3, C.3.4 (excluding C.3.3.1), C.3.5, C.3.6, C.3.7, C.3.8, C.3.9, and C.3.11

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CLIN	ELIN	Period	Quantity	Unit of Measure	Total Firm-Fixed-Price
0001	N/A	Transition (C.3.1)	1	60 Days	[Contractor Fill-in]
0101	A101-A114	Base Period	34	Months	[Contractor Fill-in]
0102	B101-B114	Option Period	24	Months	[Contractor Fill-in]
0002	N/A	Closeout (C.3.11)	1	N/A	[Contractor Fill-in]

Security CLINs: PWS Element C.3.2, C.3.3.1

CLIN	ELIN	Period	Quantity	Unit of Measure	Total Firm-Fixed-Price
0201	A201-A202	Base Period	34	Months	[Contractor Fill-in]
0202	B201-B202	Option Period	24	Months	[Contractor Fill-in]

(b) Fixed Unit Rate CLINs:

The Fixed Unit Rate CLINs and ELINs correspond to Section C.3.0 and all applicable attachments. Pricing for each CLIN corresponds with Attachment J-10, Exhibit Line Item Numbers.

Energy Employee Occupational Illness Compensation Program Act (EEOICPA)

CLINs: PWS Element C.3.10: EEOICPA Verification – C.3.10, Item 1, Records Response – C.3.10, Item 2

CLIN	ELIN	Period	Description	Estimated Quantity	Unit of Measure	Fixed Unit Rate	Total Price
0301	A301-A302	Base Period	EEOICPA Verification	3000	Each	[Contractor Fill-in]	[Contractor Fill-in]
			Records Response	3000	Each	[Contractor Fill-in]	[Contractor Fill-in]
0302	B301-B302	Option Period	EEOICPA Verification	1000	Each	[Contractor Fill-in]	[Contractor Fill-in]
			Records Response	1000	Each	[Contractor Fill-in]	[Contractor Fill-in]

(c) Cost Reimbursement CLINs:

The Cost Reimbursement CLINs and ELINs correspond to Section C.4.0 and all applicable attachments. Pricing for each CLIN corresponds with Attachment J-10, Exhibit Line Item Numbers.

CLIN	ELIN	Period	Estimated Cost
0401	A401-A405	Base Period	[To Be Provided by DOE]
0402	B401-B405	Option Period	[To Be Provided by DOE]

(d) IDIQ CLINs:

The IDIQ CLINs and ELINs correspond to Section C.5.0 and all applicable attachments. The Government may issue Firm-Fixed-Price and/or Cost Reimbursement Task Orders depending on the nature of the requirement for the delivery of work. Attachment J-10, Exhibit Line Item Numbers are Fixed Unit Rates applicable to the pricing of Firm-Fixed-Price Task Orders.

The minimum ordering guarantee for the IDIQ CLINs is \$50,000. The maximum quantity of supplies or services the Government will acquire under the IDIQ CLINs will not cumulatively exceed [TBD].

CLIN	ELIN	Period
0501	A501-A512	Base Period
0502	B501-B512	Option Period

B.4 OBLIGATION OF FUNDS

- (a) Pursuant to Section B.5 clause entitled “Limitation of Government’s Obligation”, the total amount of incremental funding allotted is \$_____ for the Firm-Fixed-Price CLINs.
- (b) Pursuant to Section I clause entitled FAR 52.232-22 “Limitation of Funds”, the total amount of incremental funding allotted is \$_____ for the Cost Reimbursement CLINs.
- (c) The total amount of incremental funding allotted for the potential IDIQ scope will be determined upon issuance of the IDIQ Task Orders. Each IDIQ Task Order will be fully funded or incrementally funded within the Task Order.

B.5 LIMITATION OF GOVERNMENT’S OBLIGATION (FOR FIRM-FIXED-PRICE CLINS)

- (a) This contract’s CLIN 0001, CLIN 0101, CLIN 0102, CLIN 0002, CLIN 0201, and CLIN 0202 have traditional Federal Acquisition Regulation firm-fixed-prices and contract terms and conditions, with the exceptions that: CLIN 0001, CLIN 0101, CLIN 0102, CLIN 0002, CLIN 0201, and CLIN 0202 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 firm-fixed-price;
 - 3) a planned funding schedule that corresponds to the firm-fixed-price and the fixed amount of work;

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- 4) no Government obligation to the Contractor until the Government allots funds to the contract for the action;
 - 5) if the Government incrementally allots funds, both a firm-fixed-price for the services the allotted funds cover and 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 performed for which funds were allotted based on the firm-fixed-price for the services the allotted funds covered and the firm-fixed-price of the work performed, not the costs the Contractor actually incurred.
- (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 firm-fixed-price for each of the firm-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 firm-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 firm-fixed-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 firm-fixed-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 firm-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

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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 firm-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 firm-fixed-price and
 - ii. the Contractor must provide the work the contract requires for the CLIN.
- (d) The firm-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 firm-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 0001, CLIN 0101, CLIN 0102, CLIN 0002, CLIN 0201, and CLIN 0202, 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 firm-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 firm-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 firm-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

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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 firm-fixed-price, the Government will pay it the firm-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 may 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;

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- 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 0001 (Transition Period)

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
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CLIN 0101 (Operations – Base Period)

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
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CLIN 0201 (Security – Base Period)

<u>Date</u>	<u>Funds To Be Allotted</u>	<u>Work To Be Accomplished</u>	<u>Cumulative Funds To Be Allotted</u>	<u>Cumulative Work To Be Accomplished</u>
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CLIN 0102 (Operations – 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 0202 (Security – 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 0002 (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 0001 (Transition)

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

CLIN 0101 (Operations – Base Period)

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

CLIN 0201 (Security – Base Period)

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

CLIN 0102 (Operations – Option Period)

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

CLIN 0202 (Security – Option Period)

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

CLIN 0002 (Closeout)

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