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**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 for 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.

**B.2 DOE-B-2002 COST PLUS AWARD FEE CONTRACT: TOTAL ESTIMATED COST AND AWARD FEE (OCT 2014)**

(a) This is a Cost-Plus-Award-Fee type of contract. The total estimated cost and award fee are as follows:

*[To be completed by offeror and inserted by DOE at time of contract award]*

Total Estimated Cost: \_\_\_\_\_

Maximum award fee: \_\_\_\_\_

(b) The Total Estimated Cost and Fee of the contract, and/or the Total Estimated Cost and Fee of the Contract Line Items, is illustrated in Table B.3.2.

(c) Payment of fee will be made in accordance with *Section J, Attachment J-6, Award Fee Plan.*

**B.3 CONTRACT COST AND FEE**

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

(b) The Contract consists of the following CLINs:

<b>Table B.3-1 Contract CLINs</b>		
<b>CLIN</b>	<b>CLIN Title</b>	<b>TYPE</b>
0001	Transition Period (60 Days)	CR (no fee)
Base Period (4 Years, 10 months)		
0002	Protective Forces Services	CPAF
0003	Additional Assignment in Accordance with PWS	IDIQ
Option Period 1 (3 Years)		
0004	Protective Forces Services	CPAF
0005	Additional Assignment in Accordance with PWS	IDIQ
Option Period 2 (2 Years)		

<b>Table B.3-1 Contract CLINs</b>		
<b>CLIN</b>	<b>CLIN Title</b>	<b>TYPE</b>
0006	Protective Forces Services	CPAF
0007	Additional Assignment in Accordance with PWS	IDIQ

(c) CLIN Types

(1) **Cost Reimbursable (CR) CLIN 0001**

The Contract Transition Period begins with issuance of the Notice to Proceed (NTP). The Transition Period is defined in Section F.4. Costs are reimbursed based on actual allowable costs billed to the contract and there is no fee for the Transition Period.

(2) **Cost Plus Award Fee (CPAF) CLINs (0002, 0004, 0006)**

Payment of fee will be made according to *B.9 Fee Reductions, B.12 Provisional Payment of Fee, and Section J, Attachment J-6, Award Fee Plan.*

(3) **Indefinite Delivery/Indefinite Quantity (ID/IQ) CLINS 0003, 0005, 0007)**

(A) Under the IDIQ CLINs, the Government may issue Cost Plus Award Fee or Fixed Price Task Orders depending on the nature of the requirement for the delivery of work. Payment for the services ordered and delivered shall be made in accordance with the applicable contract clause addressing payment as included in each individual task order. The minimum and maximum quantity to be ordered as required by Section I, FAR 52.216-22 Indefinite Quantity for IDIQ CLINs is as follows: The minimum ordering guarantee for the IDIQ CLINs is **\$1,000**. The maximum quantity of services the Government will acquire under the IDIQ CLINs will not cumulatively exceed **\$10,000,000**.

(B) Any work under the IDIQ CLIN(s) 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 Indefinite Quantity.

(C) For budget planning purposes, the Government has provided an estimated maximum quantity of services for each IDIQ CLIN as seen below in paragraph (d). However, the Government reserves the right to adjust the estimated maximum quantity associated with each IDIQ CLIN, as long as the total cumulative amount does not exceed the stated contractual maximum quantity in paragraph (A) above.

(D) Payment for the services ordered and delivered shall be made in accordance

with contract clauses *B.9 Fee Reductions*, *B.12 Provisional Payment of Fee*, and *Section J, Attachment J-6, Award Fee Plan*. Paragraph (D) only applies to CPAF orders.

(E) The authorized ordering activity is the Department of Energy

(d) Total Estimated Cost for All CLINs

The Total Estimated Cost and Fee (as applicable) for each CLIN, the Total Estimated Cost and Fee (as applicable) for each contract period, and the cumulative Total Estimated Cost and Fee for the Contract are as follows:

<b>Table B.3-2 Contract Cost and Fee</b>				
<b>[Table to be completed by offeror and inserted by DOE at time of contract award]</b>				
<b>CLIN</b>	<b>CLIN Description</b>	<b>Estimated Cost</b>	<b>Available Award Fee</b>	<b>Estimated Cost and Fee</b>
<b>Transition Period</b>				
0001	Transition Period	[Proposed]	N/A	[Proposed]
<b>Base Period</b>				
0002	Protective Forces Services	[Proposed]	[Proposed]	[Proposed]
0003	Additional Assignment in Accordance with PWS (IDIQ)	TBD	TBD	\$5,000,000.00
<b>Total Base Period</b>		[Proposed]	[Proposed]	[Proposed]
<b>Option Period 1</b>				
0004	Protective Forces Services	[Proposed]	[Proposed]	[Proposed]
0005	Additional Assignment in Accordance with PWS (IDIQ)	TBD	TBD	\$3,000,000.00
<b>Total Option Period 1</b>		[Proposed]	[Proposed]	[Proposed]
<b>Option Period 2</b>				
0006	Protective Forces Services	[Proposed]	[Proposed]	[Proposed]
0007	Additional Assignment in Accordance with PWS (IDIQ)	TBD	TBD	\$2,000,000.00
<b>Total Option Period 2</b>				[Proposed]
<b>Total Contract Value (Transition Period, Base, Option Period 1, and Option Period 2</b>				[Proposed]

(1) *Estimated Cost* for each CLIN is defined as the cost to perform the CLIN agreed to by the parties at contract start, as may be revised by modification to the contract per the contract terms. The exception is the IDIQ CLINs, for which the amount shown in Table B.3-2 reflects the maximum quantity of supplies or services the Government will acquire under the IDIQ CLINs (inclusive of any fee or profit).

(2) *Available Award Fee* is defined as the amount of award fee that may be earned under the Contract for each applicable CLIN.

- (A) Available Award Fee may include award-fee criteria and Performance-Based Incentive (PBIs) Criteria as defined in *Section J, Attachment J-6, Award Fee Plan*. PBIs will be defined during contract performance as part of the Award Fee Plan. In addition, no base fee is payable under this Contract.
- (B) Award Fee based upon award-fee criteria will be evaluated on an annual basis as delineated in the Award Fee Plan. The PBI fee will be evaluated per the established completion criteria in the Award Fee Plan.
- (3) *Estimated Cost and Fee* is defined as the total of the Estimated Cost and Available Award Fee.

**B.4 DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014)**

This is a Cost-Plus-Award Fee type contract. 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 inserted by the Government at time of contract award.]***

**B.5 DOE-B-2014 OPTION TO EXTEND THE TERM OF THE CONTRACT: ESTIMATED COST, FEE, AND PERIOD OF PERFORMANCE (OCT 2014)**

- (a) Per the clause at FAR 52.217-9, Option to Extend the Term of the Contract, the Government may unilaterally extend the contract period of performance (as set forth in Section F, Deliveries) to require the Contractor to perform the work set out by Section C, 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 will consider factors set forth in FAR 17.207, 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 Contracting Officer will consider the Contractor's performance as part of the determination to exercise any option to extend the contract term.
- (c) The Estimated Cost and Fee of each option are set forth in Table B.3-2 Contract Cost and Fee. The associated Period of Performance of each option are set forth in Section F Clause entitled *DOE-F-2003, Period of Performance – Alt I and Alt II (Oct 2014)*.

**B.6 DOE-B-2015 TASK ORDER FEE CEILING (OCT 2014) (DEVIATION) (APPLIES TO CLIN 003, CLIN 005 AND 007)**

- (a) The fee amount, specified as a percentage, is 6% 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.
- (b) The fee amount for each Task Order will be negotiated and 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 for 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.

**B.7 EXECUTION OF CLINS**

Upon the Notice to Proceed, the Transition CLIN (0001) will be executed. Upon completion of Contract Transition, the CLINs for Protective Force Operations (0002) will be executed. The execution of the Option Period CLINs will be in accordance with *DOE-B-2014 Option To Extend The Term Of The Contract: Estimated Cost, Fee And Period Of Performance (OCT 2014)*. The exercise of any option under this contract is a unilateral right of the Government.

**B.8 ESTIMATED ANNUAL CONTRACT VALUE**

- (a) DOE expects to obligate funding to the Contract in accordance with the estimated annual Contract value:

***[Table to be completed by DOE at the time of contract award based on the offeror’s proposal.]***

<b>Table B.8-1 Estimated Annual Contract Value</b>	
<b>Gov’t Fiscal Year</b>	<b>Contract Value (in \$M)*</b>
FY19 (Transition)	
<b>Base Period</b>	
FY20	
FY21	
FY22	
FY23	
FY24 (10 months)	
Base Period Total	
<b>Option Period 1</b>	
FY24 (2 months)	
FY25	
FY26	
FY27 (10 months)	
Option Period 1 Total	
<b>Option Period 2</b>	
FY27 (2 months)	

FY28	
FY29 (10 months)	
Option Period 2 Total	
Contract Total	

\* Projected FY contract value less the IDIQ maximum value. Table B.8-1 will be updated as IDIQ task orders are awarded.

- (b) Funding is subject to the appropriations of Congress. It is not a guarantee that the funding will be provided or obligated in the amounts stated.

### B.9 FEE REDUCTIONS

- (a) All annual earned 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:

- (1) Section B Clause entitled, *Small Business Subcontracting Fee Reduction*;
- (2) Section E Clause entitled, *FAR 52.246-5, Inspection of Services – Cost Reimbursement*;
- (3) Section H Clause entitled, *DOE-H-2070 Alternate I Key Personnel (REVISED)*;
- (4) Section I Clause entitled, *DEAR 952.223-76, Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health*;
- (5) Section I Clause entitled, *FAR 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity*;
- (6) Section I Clause entitled, *FAR 52.215-10, Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)*
- (7) Section I Clause entitled, *FAR 52.215-11, Price Reduction for Defective Cost or Pricing Data – Modifications*;
- (8) Section I Clause entitled, *FAR 52.215-12, Subcontractor Certified Cost or Pricing Data (OCT 2010)*.
- (9) Section I Clause entitled, *FAR 52.215-13, Subcontractor Certified Cost or Pricing Data – Modifications*;
- (10) Section I Clause entitled, *FAR 52.219-16, Liquidated Damages – Subcontracting Plan*; and
- (11) Section J, Attachment J-6, Award Fee Plan

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- (b) The maximum fee reduction in any one-year period of Contract performance is the allocated *Annual Award Fee*, as defined in the Award Fee Plan that can be earned in the one-year period the event occurred.

#### **B.10 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION**

For the purpose of implementing this Clause, the percentage goals established in the Section J 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*, and the Contractor's *Small Business Subcontracting Plan*, will be evaluated at the end of each performance period indicated below. The evaluation will be based on the small business subcontracting for each specific contract performance period.

(1) At the end of the Base Period; and

(2) At the end of each Option Period (if the option is exercised).

- (b) If the Contractor has not met any or all of the subcontracting goals, and/or has failed to provide meaningful work for small businesses, the Contracting Officer may reduce the annual award fee earned for the last year of each performance period. The reduction amount may be up to 25% of the annual award fee criteria earned for the last year of the Base Period and 15% for the last year of the Option Period.

#### **B.11 ALLOWABILITY OF SUBCONTRACTOR FEE**

- (a) If the Contractor is part of a teaming arrangement as described in FAR Subpart 9.601(1), *Contractor Team Arrangements*, the team shall share in the *Total Available Award Fee* as shown in Table B.3-2. 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, majority-owned, or affiliate of any team member.

- (b) The subcontractor fee restriction in paragraph (a) 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 as identified in the Contractor's Diversity Plan as per the Section H clause at *DOE-H-2046, Diversity Program*; (3) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) supplying commercial items as defined in FAR Subpart 2.1, *Definitions*.

#### **B.12 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 payment of fee.

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- (b) The Contractor must notify the Contracting Officer immediately if it believes any incongruence exists between this clause and any other term or condition of this contract that provides for provisional payment of fee. If a term or condition of this contract provides for provisional payment of fee but fails to include all of the requirements of this clause, that term or condition will be considered to include the omitted requirements.
- (c) This clause conforms to the Federal Acquisition Regulations and Department of Energy fee policy and constructs. The following definitions and concepts apply.
- (1) Price means cost plus any fee or profit applicable to the contract.
  - (2) For the purposes of this contract, the terms profit and fee are synonymous.
  - (3) Incentive means a term or condition whose purpose is to motivate the Contractor to provide supplies or services at lower costs, and in certain instances with improved delivery or technical performance, by relating the amount of profit or fee earned to the Contractor's performance.
  - (4) Earned fee for an incentive means fee due the Contractor by virtue of its meeting the contract's requirements entitling it to fee. Earned fee does not occur until the Contractor has met all conditions stated in the contract for earning fee.
  - (5) Available fee for an incentive means the fee the Contractor might earn but has not yet earned.
  - (6) Provisional payment of fee for an incentive means the Government's paying available fee for an incentive to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee.
  - (7) Provisional payment of fee has no implications for the Government's eventual determination that the Contractor has or has not earned the associated available fee. Provisional payment of fee is a separate and distinct concept from earned fee. The Contractor could, for example, receive 50% of possible provisional fee payments yet not earn any fee (the Contractor would be required to return all of the provisional fee payments). The Contractor could receive 0% of possible provisional fee payments yet earn the entire amount of available fee (it would not receive any fee payments until the Government's determination that the Contractor had earned the associated available fee for the incentive).
  - (8) Clause means a term or condition used in this contract.
- (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 Contracting Officer, at his/her sole discretion, 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 Contracting Officer determines 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: (i) the Contractor's obligation to return the provisional paid fee is independent of its intent to dispute or its disputing the Contracting Officer's determination; and (ii) if the Contractor fails to return the provisionally paid fee within 30 days of the Contracting Officer'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; amounts it would otherwise authorize the Contractor to draw down under a Letter of Credit; 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 it the difference between the earned fee and the provisional fee.