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) under this Contract.

B.2 TYPE OF CONTRACT

This is a performance-based, Cost-Plus-Award-Fee (CPAF) Management and Operating (M&O) contract with an Indefinite-Delivery/Indefinite-Quantity (IDIQ) Contract Line Item Number (CLIN). DOE reserves the right to issue any Task Order types as needed.

The Contract Transition Period is the 90 day period beginning with issuance of the Notice to Proceed. The Transition Period is as defined in Section F clause Period of Performance. Transition costs are non-fee bearing.

Payment of fee for the management and operation of the Waste Isolation Pilot Plant (WIPP) and the line item Capital Asset Projects, both for the Base Period (excluding Transition), and Option Period(s), if exercised, will be made in accordance with Section B clause DOE-B-7006 Provisional Payment of Performance Fee and Section J Attachment entitled “Performance Evaluation and Measurement Plan (PEMP)”.

Work under the IDIQ CLIN 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 below, on a schedule to be specified by the Government in accordance with the Contract Section I clause, FAR 52.216-22, Indefinite Quantity.

B.3 TRANSITION COST, ANTICIPATED FUNDING, AND TOTAL AVAILABLE PERFORMANCE FEE

(a) Contract Transition Activities

The transition activities shall be conducted during the period specified in the clause in Section F entitled “Period of Performance” and shall be performed in accordance with Section C.1- “Contractor Transition” on a cost-reimbursement basis, and no fee shall be paid for these activities. The CO may extend the cost-reimbursement transition period if the contractor is unable to assume full responsibility within the 90 days allotted. Contractor may start baseline development during the transition period. The total estimated cost of the transition period is shown below.
(b) Total Available Performance Fee

The total available performance fee for the base period of the contract, beginning July 15, 2022, Capital Asset Projects and the option periods, if exercised, is shown below.

**Table B.1**

<table>
<thead>
<tr>
<th>CLIN Title</th>
<th>Performance Fee Cap Percentage (%)</th>
<th>Total Available Performance Fee</th>
<th>IDIQ Maximum Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>00001- Contract Transition</td>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
<tr>
<td>00002- Base Contract Period</td>
<td>7%</td>
<td>$ [offeror fill-in]</td>
<td></td>
</tr>
<tr>
<td>00003- Option Contract Period April 16, 2026- April 15, 2027</td>
<td>7%</td>
<td>$ [offeror fill-in]</td>
<td></td>
</tr>
<tr>
<td>00004- Option Contract Period April 16, 2027- April 15, 2028</td>
<td>7%</td>
<td>$ [offeror fill-in]</td>
<td></td>
</tr>
<tr>
<td>00005- Option Contract Period April 16, 2028- April 15, 2029</td>
<td>7%</td>
<td>$ [offeror fill-in]</td>
<td></td>
</tr>
<tr>
<td>00006- Option Contract Period April 16, 2029- April 15, 2030</td>
<td>7%</td>
<td>$ [offeror fill-in]</td>
<td></td>
</tr>
<tr>
<td>00007- Option Contract Period April 16, 2030- April 15, 2031</td>
<td>7%</td>
<td>$ [offeror fill-in]</td>
<td></td>
</tr>
<tr>
<td>00008- Option Contract Period April 16, 2031- April 15, 2032</td>
<td>7%</td>
<td>$ [offeror fill-in]</td>
<td></td>
</tr>
</tbody>
</table>
April 16, 2031- April 15, 2032  
(PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)

## Capital Asset Projects

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Anticipated Funding*</th>
<th>Estimated Annual Fee Base**</th>
</tr>
</thead>
</table>
| 00000- 15-D-411 Safety Significant Confinement Ventilation System (SSCVS)  
July 15, 2022- January 3, 2024  
(PWS Section: C.5.1.1) | 7% | $ [offeror fill-in] |
| 00010- 15-D-412 Utility Shaft (US) project  
July 15, 2022-August 30, 2024  
(PWS Section: C.5.1.2) | 7% | $ [offeror fill-in] |
| 00011- 21-D-401 Hoisting Capability  
October 1, 2022- April 15, 2026  
(PWS Section: C.5.1.3) | 7% | $ [offeror fill-in] |
| 00012- Option- 21-D-401 Hoisting Capability  
April 16, 2026- September 30, 2026  
(PWS Section: C.5.1.3) | 7% | $ [offeror fill-in] |
| 00013- IDIQ Scope  
(PWS Section: C.8) | N/A | N/A | $100,000,000.00 |

All fee for this contract is performance-based and at risk. There is no Base Fee for this contract. Since the total available performance fee for each period has been established, there will be no negotiation of total available performance fee at the beginning of each fiscal year. Except with the provisions in B.5. The total available performance fee for each year is provided by the contractor in Table B.1. The Anticipated Funding and the Annual Fee Base for the Base Period, Capital Asset Projects and the Option Periods are as follows:

Table B.2

<table>
<thead>
<tr>
<th>CLIN</th>
<th>Anticipated Funding*</th>
<th>Estimated Annual Fee Base**</th>
</tr>
</thead>
</table>
| 000001- Contract Transition  
90 Days | See Note below table. | N/A |
| **Base Period**           |                      |                             |
| 000002- Base Contract Period  
July 15, 2022- April 15, 2023 | $184,163,402 | $152,200,331 |
| 000002- Base Contract Period  
April 16, 2023- April 15, 2024 | $249,521,934 | $206,215,352 |
| 000002- Base Contract Period  
April 16, 2024- April 15, 2025 | $254,415,113 | $210,259,279 |
| 000002- Base Contract Period  
April 16, 2025- April 15, 2026 | $259,323,858 | $214,316,073 |
## Option Periods

<table>
<thead>
<tr>
<th>Option Periods</th>
<th>Start Date</th>
<th>End Date</th>
<th>Amount</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>000003- Option Contract Period</td>
<td>April 16, 2026</td>
<td>April 15, 2027</td>
<td>$264,330,779</td>
<td>$218,454,000</td>
</tr>
<tr>
<td>000004- Option Contract Period</td>
<td>April 16, 2027</td>
<td>April 15, 2028</td>
<td>$269,437,838</td>
<td>$222,674,687</td>
</tr>
<tr>
<td>000005- Option Contract Period</td>
<td>April 16, 2028</td>
<td>April 15, 2029</td>
<td>$274,647,038</td>
<td>$226,979,788</td>
</tr>
<tr>
<td>000006- Option Contract Period</td>
<td>April 16, 2029</td>
<td>April 15, 2030</td>
<td>$279,960,422</td>
<td>$231,370,990</td>
</tr>
<tr>
<td>000007- Option Contract Period</td>
<td>April 16, 2030</td>
<td>April 15, 2031</td>
<td>$285,380,074</td>
<td>$235,850,017</td>
</tr>
<tr>
<td>000008- Option Contract Period</td>
<td>April 16, 2031</td>
<td>April 15, 2032</td>
<td>$290,908,119</td>
<td>$240,418,624</td>
</tr>
</tbody>
</table>

## Capital Asset Projects

<table>
<thead>
<tr>
<th>Capital Asset Projects</th>
<th>Start Date</th>
<th>End Date</th>
<th>Amount</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>00010- 15-D-412 Utility Shaft (US) project</td>
<td>July 15, 2022</td>
<td>April 15, 2023</td>
<td>$26,350,936</td>
<td>$21,783,440</td>
</tr>
<tr>
<td>00010- 15-D-412 Utility Shaft (US) project</td>
<td>April 16, 2023</td>
<td>April 15, 2024</td>
<td>$26,129,343</td>
<td>$21,600,257</td>
</tr>
<tr>
<td>00010- 15-D-412 Utility Shaft (US) project</td>
<td>April 16, 2024</td>
<td>August 30, 2024</td>
<td>$857,752</td>
<td>$709,075</td>
</tr>
<tr>
<td>00011- 21-D-401 Hoisting Capability</td>
<td>October 1, 2022</td>
<td>April 15, 2023</td>
<td>$14,421,621</td>
<td>$11,921,873</td>
</tr>
<tr>
<td>00011- 21-D-401 Hoisting Capability</td>
<td>April 16, 2023</td>
<td>April 15, 2024</td>
<td>$43,484,414</td>
<td>$35,947,116</td>
</tr>
<tr>
<td>00011- 21-D-401 Hoisting Capability</td>
<td>April 16, 2024</td>
<td>April 15, 2025</td>
<td>$49,320,527</td>
<td>$40,771,636</td>
</tr>
<tr>
<td>00011- 21-D-401 Hoisting Capability</td>
<td>April 16, 2025</td>
<td>April 15, 2026</td>
<td>$42,187,500</td>
<td>$34,875,000</td>
</tr>
<tr>
<td>00012-Option- 21-D-401 Hoisting Capability</td>
<td>April 16, 2026</td>
<td>September 30, 2026</td>
<td>$19,335,938</td>
<td>$15,984,375</td>
</tr>
</tbody>
</table>
**Anticipated Funding** is defined as total estimated cost, including estimated funding to be received from other DOE sites, and total available performance fee. The anticipated funding provided in Table B.2 is subject to the appropriations of Congress and is not a guarantee that the funding will be provided or obligated in the amounts stated.

**The Estimated Annual Fee Base** is the Anticipated Funding less estimated fee base exclusions such as state taxes, a portion of significant subcontractor costs and less performance fee.

**Note:** The funding for the 90-day transition period is included with the operational funding for the same period.

In the implementation of the Section I Clause entitled “DEAR 970.5215-1 – Total Available Fee: Base Fee Amount and Performance Fee Amount”, both Parties have agreed that the total available performance fee that may be earned by the Contractor in each performance period in accordance with the provisions of B.5 entitled “Provisional Payment of Performance Fee” and Section J Attachment entitled “Performance Evaluation and Measurement Plan (PEMP)”, for the performance of the work under this contract as stated in Section B- Table B.1 above.

At the end of each performance period specified above, there shall be no adjustment in the amount of the total available performance fee based on differences between the estimated annual fee base and the actual fee base resulting from performance of the work. Total Available Performance Fee is subject to adjustment only under the provisions of the clause in Section I entitled FAR 52.243-2 “Changes – Cost Reimbursement”; and, for a plus or minus 15% change in the estimated annual fee base. An adjustment in total available performance fee shall not be negotiated for any amount within the plus or minus 15% change threshold from the estimated annual fee base. If an adjustment in the total available performance fee is necessary in accordance with this subparagraph, the revised total available performance fee shall be calculated utilizing the adjusted estimated annual fee base and maintaining the same fee ratio proposed (i.e., proposed vs. maximum) by the Contractor in Table B.1 for the applicable performance period to which an adjustment is to be made.

The annual performance fee pool will not be separated by CLIN or project prior to PEMP development. All available performance fee for each performance year will be in a single fee pool and allocated to the work by the Contracting Officer.

**B.4 DOE-B-7002 OBLIGATION OF FUNDS AND FINANCIAL LIMITATIONS (SEP 2017)**

The amount presently obligated by the Government with respect to this contract is specified in the Section I Clause entitled “DEAR 970.5232-4 – Obligation of Funds”.
B.5 **DOE-B-7006 PROVISIONAL PAYMENT OF PERFORMANCE FEE (SEP 2017) (REVISED)**

The Contractor may, subject to the approval of the Contracting Officer, be paid provisional performance fee payments consistent with the provisions of the Section I Clause entitled, "DEAR 970.5232-2 – Payments and Advances". The Contractor shall promptly refund to the Government any amount of provisional performance fee paid that exceeds the amount of performance fee earned.

Earned fee for the Performance Based Incentives specified in the Performance Evaluation and Measurement Plan(s) and Cost, Schedule and Management Award Fee criteria is provisional until the line item capital asset projects 15-D-411 Safety Significant Confinement Ventilation System (SSCVS), 15-D-412 and Utility Shaft (US) project) projects are both complete.

The overall Capital Asset Project performance (Estimate at Completion \[EAC\] ≤ Contract Budget Base \[CBB\] \[Performance Measurement Baseline \[PMB\] plus Management Reserve \[MR\]] must be maintained and the SSCVS project completion date (PMB CD-4) of 1/3/2024 and US project completion date of 8/30/2024 must be met, otherwise the Cost, Schedule and Management award fee criteria will be rated no higher than Satisfactory, and only up to 50% of the individual Capital Asset Project PBI metric/milestone fees can be earned. DOE retains sole discretion to determine assignment and acceptance of realized risk.

B.6 **ALLOWABILITY OF SUBCONTRACTOR FEE**

(a) If the Contractor has formed and performs the Contract as a teaming arrangement, as defined in FAR 9.601(1) and (2), *Contractor Team Arrangement*, the team shall share in the total fee for underlying contract. Separate, additional, subcontractor fee is not an allowable cost for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, a majority-owned, or an affiliate entity 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 entities as part of an approved Mentor-Protégé relationship identified in the Contractor’s Diversity Plan as per the Section H Clause entitled, DOE-H-2046, *Diversity Program*; (3) subcontractors under a competitively awarded (that is, awarded in a manner that meets all the criteria of full and open competition and results in a reasonable subcontract price) FFP subcontract; or (4) subcontractors providing commercial items as defined in FAR 2.101, *Definitions*, if the subcontract price is fair and reasonable.
B.7 **DOE-B-2014 OPTION TO EXTEND THE TERM OF THE CONTRACT: ESTIMATED COST, FEE AND PERIOD OF PERFORMANCE (OCT 2014) (REVISED)**

(a) In accordance with 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 or Performance) to require the Contractor to perform the work set out by Section C, Performance 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.

If the line item capital asset projects (SSCVS, US project) are completed under cost and ahead of schedule, and the Cost, Schedule and Management Award Fee criteria are rated in the aggregate at least at the Good rating in each rating period (e.g., annually) in the contract base period of performance, the Government will exercise up to three one-year option periods concurrently in recognition of successful Line Item CAP performance.

(c) The Estimated Annual Fee Base and Total Available Performance Fee of each option are set forth in B.3, TRANSITION COST, ANTICIPATED FUNDING, AND TOTAL AVAILABLE PERFORMANCE FEE. The associated Period of Performances of each option are set forth in Section F Clause entitled, Period of Performance.

B.8 **IDIQ CLIN MINIMUM AND MAXIMUM VALUE OF SERVICES (APPLIES TO IDIQ CLIN ONLY)**

(a) The IDIQ CLIN on this contract is ancillary to contract performance. The guaranteed minimum value of tasks to be issued is $1,000.00. The guaranteed minimum value is satisfied upon issuance of the Notice to Proceed for CLIN 00001- Contract Transition. Therefore, DOE is not required to issue any task orders under this contract.

(b) The maximum value of task orders to be issued is $100,000,000.00.

B.9 **DOE-B-2015 TASK ORDER FEE/PROFIT CEILING (OCT 2014) (REVISED) (APPLIES TO IDIQ CLIN ONLY)**

(a) Task Order fee/profit ceilings will adhere to the following criteria.
(1) **CPAF Task Orders.** The award fee ceiling amount that can be negotiated is not to exceed 7% of the estimated cost percent of the estimated cost. There is no base fee available under CPAF task orders.

(b) The fee (target, award, or fixed)/profit amount for each Task Order will be negotiated and established based on risk and complexity. The Contractor may propose a fee/profit amount it determines appropriate as long as the proposed amount adheres to the criteria above.

(c) The ceiling percentage(s) shall at no time exceed any statutory limitations imposed by 10 United States Code (U.S.C.) 2306(d), 41 U.S.C. 3905, and FAR 15.404-4(c)(4)(i).