

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)

- (a) 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. This contract will provide various technical assistance services in support to the Carlsbad technical assistance requirements as described in the Section C – Scope of Work.
- (b) For work performed by the Contractor’s employees and/or subcontractor employees, the labor categories, direct-productive-labor-hours (DPLH) and fixed labor rates in Table B.2(3), *IDIQ Schedule of Fully Burdened Labor Rates* below shall apply. The Contractor shall provide the DPLH at the fixed-hourly rates shown in Table B.2(3) segregated by performing entity. The qualifications for the labor categories are identified in Section J, Attachment J-3, *Position Qualifications and Job Descriptions*.
- (c) Work shall be performed at the location(s) described in Section F. The Government will furnish office space, furniture, equipment, and materials necessary for work in facilities owned or controlled by the Government. The Contractor shall furnish the same for work performed at all other locations and also furnish offsite/corporate support personnel, facilities, office furniture, equipment, material, services, and supplies, and otherwise do all things necessary to accomplish work in a safe, integrated, effective, and efficient manner in accordance with the terms and conditions of the Contract and resulting task orders.
- (d) The Contractor shall provide the requested services issued as task orders against B.2 *Contract Line Item Structure*, within the guaranteed minimum and estimated maximum quantities as specified in Section B.3 below, on a schedule to be specified by the Government in accordance with the contract clause H.36, *Task Ordering Procedure*; FAR 52.216-18, *Ordering*; and FAR 52.216-19, *Ordering Limitations*.
- (e) Payment for the DPLH provided and materials, supplies, equipment, travel, or other direct costs under T&M task orders shall be made in accordance with FAR 52.232-7, *Payments Under Time-and-Material and Labor-Hour Contracts*. Payment under FFP task orders shall be made in accordance with FAR 52.232-1, *Payments*.

B.2 DOE-B-2008 CONTRACT LINE ITEM STRUCTURE (OCT 2014) (REVISED)

- (a) Task orders shall be proposed and awarded against the following CLIN:

CLIN	ITEM DESCRIPTION	CONTRACT CEILING VALUE	CONTRACT ORDERING PERIOD
01000	Carlsbad Technical Assistance Contract (CTAC)	\$100,000,000.00	Five (5) years from the date of contract award.

- (b) The Contractor shall be reimbursed under T&M task orders for the cost of materials, supplies, equipment, travel, or other direct costs in accordance with the applicable cost principles contained in the contract clause at FAR 52.216-7, *Allowable Cost and Payment*. The estimated cost of materials, supplies, equipment, travel, or Other Direct Costs (ODCs) for this contract (as proposed and authorized in the applicable task order) is [\$7,500,000] incorporated in Section J, Attachment 7, *Pricing Schedules*:
- (c) The total value of this contract is [*Offeror fill-in*] based on Table B.2(1) below:

Table B.2(1): Total Contract Value:

CLIN	Description of Services	Estimated DPLH	Price
01000	Carlsbad Technical Assistance Contract		
	Technical Assistance Labor		[\$Offeror fill-in]
	Other Direct Costs (Travel, Material, Training, Misc.)		\$ 7,500,000
	Prime Contractor Indirect Costs ¹		[\$Offeror fill-in]
	CLIN 01000 Total		[\$Offeror fill-in]
¹ The indirect ceiling rates in Section B.4 for Years 1 through 5 will each be applied to ODCs for each year to establish the Offeror fill-in for Indirect Costs.			

- (d) Section J, Attachment 7, *Pricing Schedules*, incorporates the Fully Burdened Labor Rates applicable for ordering and the estimated DPLH for the period of performance. While the estimated DPLH have been established for each labor category, these DPLH are only estimates, and therefore during the course of the contract, actual DPLH may vary from the estimated DPLH. The Contractor shall not be bound to deliver the DPLH by labor category in strict accordance with this contract, but shall instead be authorized to interchange DPLH within the approved labor categories and manage to the total ceiling price for labor. However, prior to contractor utilization of DPLH in excess of the estimated DPLH for any given labor category, the contractor must provide 10 business days advance written notice to the Contracting Officer. The advance notification requirement applies to the initial instance such a situation occurs for each labor category.
- (e) Except where Section J, Attachment 7, specifies another location, or when the Contracting Officer approves an exception in writing, the official duty station for each labor category is Carlsbad, New Mexico.

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 \$1,000.00.
- (b) The estimated maximum value of services to be ordered as required by Section I, FAR 52.216-22, *Indefinite Quantity*, is \$100,000,000.00.

- (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 \$100,000,000.00, 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 in accordance with the ceiling rates provided in Section J, Attachment 7, *Pricing Schedules*. The percentage specified is considered a ceiling rate. The Contractor's actual rates, up to the ceiling rate, will be applied for any issued Time-and-Material Task Orders. 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.]

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

- (a) This contract's fixed-price task orders issued under CLIN 01000 have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that: fixed-price task orders issued under CLIN 01000 may be
- (b) incrementally funded; and if a task order is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the task order will be the lower of the amount of funds allotted to the task order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each 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.

(c) For each 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 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 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 task order before the 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 task order is the allotted funds for the 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 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.

(d) For each task order:

- 1) The fixed price (of both the entire task order and of the current cumulative amount of funds allotted to the 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 task order's fixed price and
 - ii. the Contractor must provide the work the contract requires for the task order.

(e) The fixed price for each task order is listed in Section B of this contract.

(f) The Planned Funding Schedule for each task order is in paragraph (n) of this clause. The sum of the planned funding for each task order equals the fixed price of the task order.

(g) The Actual Funding Schedule for each 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 01000, and the work to be performed for the funds allotted.

- 1) The Contractor may bill against a task order only after the Government has allotted funds to the task order and the Contractor has delivered the services and earned amounts payable for the 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 task order, it must return the amounts that it billed that the Government reimbursed.

(h) If during the course of this contract the Government is allotting funds to a 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 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 task order—with the exception that the Government's obligation for the task order is limited to the total amount of funds allotted by the Government to the 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 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 task order; and neither the fixed-price for the task order nor any other term or condition of the contract will be affected due to the task order's being incrementally funded.

- i. The Contractor agrees, for example, if the Government allots funds to a task order per or earlier than all of the funding dates in the Planned Funding Schedule for the task order, the Government has met all of its obligations just as if the task order were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the 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 task order that exceed the total amount of funds allotted by the Government to the contract for the 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 task order and the Government allots funds to the task order equal to the task order's fixed price, the Government will pay it the fixed price for the task order and no more.
 - ii. The Contractor also agrees, for example, if the Government allots funds to a 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 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 task order were fully funded; consequently, if the Government subsequently terminates the task order it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the task order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (i) 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 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 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 task order.
 - 3) The Government may require the Contractor to continue performance of that task order for as long as the Government allots funds for that task order sufficient to cover the amount payable for that task order.
- (j) If the Government does not allot funds to a 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 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 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 task order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (k) 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 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 task order; and
 - 2) The Contractor is not obligated to continue performance under this contract related to the 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 task order.
- (l) 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 task order, which will remain at all times the Government's maximum liability for a 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 task order in excess of the total amount allotted by the Government to this contract for a task order, whether earned during the course of the contract or as a result of termination.
- (m) 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 task order unless they contain a statement increasing the amount allotted.

(n) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.

(o) Planned Funding Schedule:

The following table and requisite information shall be inserted by the Government in each incrementally funded FFP task order:

[TBD in each Incrementally Funded Task Order]:

Task Order #	Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished

(p) Actual Funding Schedule:

The following table and requisite information shall be inserted by the Government in each incrementally funded FFP task order:

[TBD in each Incrementally Funded Task Order]:

Task Order #	Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished