SECTION B

SERVICES AND PRICES/COSTS

Section B of the ID/IQ Basic Contract is applicable in its entirety and is hereby incorporated by reference, unless otherwise noted. In addition, the following clauses will apply:

B.4 TASK ORDER TYPE

This task order under the Environmental Management Nationwide ID/IQ – Set Aside contract is a Cost-Plus-Award-Fee (CPAF) type task order for Environmental Remediation, including excavation and transportation of Residual Radioactive Material (RRM), with a Fixed Unit Price component associated with the disposal of the RRM at Crescent Junction, including the interim and final cover. The contractor shall furnish all personnel, facilities, equipment, material, supplies and services (except for the Government Furnished Services/Items identified in Attachment J-C and Services Provided by the Technical Assistance Contractor as identified in Attachment J-E) and otherwise do all things necessary for or incident to performing all the requirements of this task order.

This task order applies performance based contracting approaches and expects the contractor to implement techniques that emphasize safe, efficient and measureable work.

B.5 ESTIMATED COST, BASE FEE, AND AWARD FEE AND FIXED UNIT RATE PRICE

CLIN 0001 – Contract Transition Period– See Section C, Performance Work Statement (PWS) C.2.1. The contract transition period is anticipated to be sixty (60) days. No fee is payable for the contract transition period.

Estimated Cost	$_____

CLIN 0002 – Maintenance, Excavation & Transportation Cost Plus Award Fee – See Section C (excludes PWS Section C.2.6). The total fee (base and award) shall not exceed fee ceiling set forth in the basic contract.

Estimated Tons Excavated and Transported	3,087,500*
Estimated Cost	$_____
Base Fee (2% of Estimated Cost)	$_____
Total Available Award Fee	$_____
Total Cost Plus Available Award Fee	$_____

*Total tons excavated and transported over the period of performance.

Firm Fixed Unit Price Components

CLIN 0003 - Placement and Compaction – See Section C, PWS C.2.6.1, Disposal Cell Placement and Compaction. The Annual Firm Fixed Unit Rates are the rate per ton for the placement and compaction of RRM and shall include all cost and profit for the performance of all work activities at Crescent Junction other than interim and final cell cover activities

identified below. The Extended Price is the Firm Fixed Unit Rate multiplied by the estimated quantity over the period of performance for the contract.

CLIN	Fiscal Year	Firm Fixed Unit Rate/ton	Estimated Quantity (in tons)	Extended Price	Ordered Quantity (in tons)*	Ordered Extended Price*
0003	1	$	487,500	$		
	2		650,000			
	3		650,000			
	4		650,000			
	5		650,000			
	Total		3,087,500			

*To be completed by Contracting Officer at the time of order placement.

CLIN 0004 – Interim Cover - See Section C, PWS C.2.6.2, Disposal Cell Interim Cover. The Firm Fixed Unit Rate is the rate per cubic yard (cy) for the design, preparation and installation of an interim cover for Phase 2 and shall include all cost and profit for the performance of this work activity.

CLIN	Fiscal Year	Firm Fixed Unit Rate/cy*	Estimated Quantity (in cy)	Extended Price	Ordered Quantity (in cy)	Ordered Extended Price
0004	4	$	81,105	$		

* The Firm Fixed Unit Rate shown above is in FY 4 (October 1, 2014 – September 30, 2015) dollars; therefore, when DOE orders a quantity associated with the interim cover, The Fixed Unit Rate per cubic yard will be adjusted for escalation only.

CLIN 0005 – Final Cover - See Section C, PWS C.2.6.3, Disposal Cell Final Covers. The Firm Fixed Unit Rate is the rate per cubic yard for the preparation and installation of a final cover (Radon Barrier, Bio-Intrusion, Frost Protection, and Cap Rock) for Phase 2 and shall include all cost and profit for the performance of this work activity.

CLIN	Fiscal Year	Firm Fixed Unit Rate/cy*	Estimated Quantity	Extended Price	Ordered Quantity	Ordered Extended

			(in cy)		(in cy)	Price
0005	5	$	648,635	$		

* The Firm Fixed Unit Rate shown above is in FY 5 (October 1, 2015 – September 30, 2016) dollars; therefore, when DOE orders a quantity associated with the final cover, the Fixed Unit Rate per cubic yard will be adjusted for escalation only.

B.6 ANTICIPATED FUNDING PROFILE

The contractor shall assume a funding profile of $27M annually for fiscal years 2-5 that follow the government fiscal year starting with October 2012 and going though September 30, 2016. For the first FY (January 1, 2012 through September 30, 2012) the contractor shall assume a funding profile of $20.25M. For the Transition Period, the contractor shall assume a funding profile of $1M.

Transition	FY 1	FY 2	FY 3	FY 4	FY 5	Total
$1M	$20.25M	$27	$27	$27	$27	$129.25

The provided funding profile is associated with CLINs 0001, 0002, and 0003 only. It represents the government's estimate as of the date of the task order of future available funding. This assumed funding is not a guarantee of available funds. Actual funding may be greater or less than these estimates. There is no commitment by DOE to request funds equivalent to this assumed funding. Available funds depend on Congressional appropriations and priorities within the DOE. Task order transition costs shall be included as part of the total cost of the PWS. The provided funding profile covers the estimated cost, base fee, award fee and firm fixed unit rates described in Section B.5 for CLINs 0001, 0002, and 0003.

B.7 BASE AND AWARD FEE (Applicable to CLIN 0002)

(a) The contractor shall not earn any fee for contract transition.

(b) Upon assumption of responsibility for the work under this task order (i.e., after the Transition Period), the base fee will be paid for satisfactory performance on a monthly basis after submittal of an appropriate invoice. Payment of base fee is subject to the requirements of Section I.117 DEAR 952.223-77 Conditional Payment of Fee or Profit – Protection of Workers Safety and Health (JAN 2004).

(c) The total available award fee can be earned through objective and/or subjective fee components consisting of award fee criteria and/or Performance Based Incentives (PBIs). Award fee available for each period is as set forth in the Award Fee Plan.

Provisional payment of a proportional monthly amount of up to 50% of the available award fee for the period may be authorized by the Contracting Officer once the contractor has submitted and received DOE approval of its Performance Baseline. The Contracting Officer may increase its proportional monthly provisional payment of award fee up to 75% after the contractor has submitted and received approval of its Earned Value Management System (EVMS). Note: These payments are at the

discretion of the Contracting Officer and are provisional in nature (i.e., award fee is not actually earned until the FDO has issued a Fee Determination, at which time the contractor shall immediately repay any provisional amount overpaid, or invoice for the balance of fee determined as appropriate).

B.8 OBLIGATION OF FUNDS

(a) Applicable to CLINs 0001 and 0002: Pursuant to the clause in Section I.166, FAR 52.232-22, Limitation of Funds, total funds in the amount of $_____ have been allotted for obligation and are available for payment of services provided from the effective date of this contract through TBD.

(b) Should the anticipated excavation, transportation and placement and compaction quantities in total increase or decrease by an estimated 15% or greater as priced in the task order, the contractor and government will enter into good faith negotiations to revise the fee pool for CLIN 0002 and the Firm Fixed Unit Rate for CLIN 0003. For increased or decreased quantities, the contractor is entitled to a change in contract estimated cost for CLIN 0002 and the extended price for CLIN 0003.

(c) For CLIN 0003 Placement and Compaction - The government does not anticipate fully funding the entire ordered quantity at the time of award. The government will order and fund the disposal operations and all activities at Crescent Junction on a yearly basis subject to the funding being available at the beginning of each fiscal year. If funding is provided to the project office in increments throughout the year, the government will order and fund the disposal operations and all activities at Crescent Junction commensurate with the quantity being excavated and shipped under CLIN 0002.

(d) For CLIN 0004 and CLIN 0005 Interim Cover and Final Cover, respectively - the government will incrementally fund the CLINS based on the quantity of interim and final cover ordered per the government's requirements associated with the need to place interim and final cover. The total estimated quantity is based on the anticipated quantity required to complete each cover. If the estimated quantities change by an estimated 15% or greater as priced in this task order, the contractor and the government may enter into good faith negotiations to revise the fixed unit rate per cubic yard.

(e) For CLINs 0003, 0004 and 0005, there is no minimum order quantity under this task order. The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the 75% of the ordered quantity for each of the CLINs will be reached. In no case is the Contractor authorized to expend funds in excess of what has been placed on the task order.

B.9 DOE AUTHORIZATION OF WORK

The CO will authorize work as follows:

(a) After transition, a Notice to Proceed will be provided to the contractor authorizing the start of work activities. Once the contractor receives the Notice to Proceed, the contractor is authorized to start performance of the work regardless of whether the Performance Measurement Baseline has been approved, subject to the limitations of the Section B.8 clause, Obligation of Funds.

(b) The contractor shall not be entitled to earn fee for work not authorized by the CO.

B.10 ADVANCED UNDERSTANDING - CHANGES TO TASK ORDER COST AND FEE

The contractor is responsible for total performance under this task order, including methods to perform all work. For all task order work within the control of the contractor, the consequences of any adverse contractor work performance; consequences of any regulatory actions in response to adverse contractor work performance; and/or inability to accomplish the contractor's proposed technical approach shall not be a basis for an upward adjustment to the base and/or award fee and/or the firm fixed unit rate of the task order.

B.11 ALLOWABILITY OF SUBCONTRACTOR FEE

For the purposes of this clause, the term company shall include universities and non-profit organizations.

(a) If a company is part of a teaming arrangement as described in FAR Subpart 9.6, Contractor Team Arrangements, it shall share the total available fee of the contract with the other companies of the team in accordance with the teaming arrangement agreement. The FAR 31.205-26 (e) restrictions on profit/fee regarding sales or transfers between any divisions, subdivisions, subsidiaries, or affiliates of the "contractor" shall apply to both the Contractor Team Arrangement and to the individual companies of the Contractor Team Arrangement. Additionally, separate, additional fee is not an allowable cost under this contract for subcontractors, suppliers, or lower-tier subcontractors that are wholly-owned by any team member, majority-owned by any team member, or affiliates of any team member.

(b) The 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 or under an approved Mentor-Protégé Program; (3) subcontractors under a competitively awarded firm-fixed-price or firm-fixed-unit-price subcontract, or (4) commercial items as defined in FAR Subpart 2.1, Definitions of Words and Terms.