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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 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 DOE-B-2001 Cost-Plus-Fixed-Fee Contract: Total Estimated Cost and Fixed Fee (OCT 2014)**

1. This is a hybrid Firm-Fixed-Price (FFP) and Cost-Plus-Fixed-Fee (CPFF) type of contract. The total estimated cost and fixed fee for this contract are as follows:

Total Estimated Cost: \$To Be Determined (TBD)

Fixed Fee: \$TBD

2. The Total Estimated Cost and Fixed Fee of the contract, and/or the Total Estimated Cost and Fixed Fee of the contract Line Items, is illustrated in Table B.3-1.
3. Payment of fee will be made in accordance with FAR 52.216-8, Fixed Fee (Jun 2011).

**B.3 Contract Cost and Fee**

- (a) This is a performance-based contract that includes FFP and CPFF-type Contract Line-Item Numbers (CLINs).
- (b) CLIN Types
  - (1) Firm-Fixed Price (FFP) (CLIN 00001)

The Contract Transition Period begins with issuance of the Notice to Proceed (NTP). The Transition Period is defined in Section F.3.

- (2) Cost Plus Fixed Fee (CPFF) (CLINs 00002, 00003, 00004, 00005, 00006, 00007, 00008, 00009, 00010, 00011, 00012, 00013, 00014, 00015, 00016, 00017, 00018, 00019, 00020, 00021, 00022, 00023, 00024, 00025, 00026, 00027, 00028, 00029, 00030, 00031, 00032, 00033, 00034, 00035, 00036, 00037, 00038, 00039, 00040, 00041, 00042)

- (c) 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:

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<b>Table B.3-1 Contract Cost and Fee</b>				
<b>Period of Performance (5 Years)</b>				
<b>CLIN</b>	<b>CLIN Description</b>			<b>FFP</b>
00001	Transition Period (90 days)			[\$Offeror Fill-In]
		<b>Estimated Cost</b>	<b>Available Fixed Fee</b>	<b>Estimated Cost and Fixed Fee</b>
00002	Technical Support Services for the Idaho Cleanup Project (ICP)	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00003	Technical Support Services for the Office of Regulatory Compliance, EM-2.21, Support for Regulatory Compliance, Core Team Process and Regulatory Initiatives	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00004	Technical Support Services for the Office of Regulatory Compliance, EM-2.21, DOE Order 435.1	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00005	Technical Support Services for the Office of Regulatory Compliance, EM-2.21, Low-Level Waste (LLW) Disposal Facility Federal Review Group (LFRG)	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00006	Technical Support Services for the Office of Regulatory Compliance, EM-2.21 National Environmental Policy Act (NEPA)	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00007	Technical Support Services for the Office of	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]

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<b>Table B.3-1 Contract Cost and Fee</b>				
<b>Period of Performance (5 Years)</b>				
	Communications, EM-2.3 Clean Energy Initiative			
00008	Technical Support Services for the Office of Communication, External Affairs, EM-2.31 and Communications Services, EM-2.32	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00009	Technical Support Services to EM-3, Field Sites	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00010	Technical Support Services for Nuclear Safety and Nuclear Quality Assurance Support to the Office of the Chief of Nuclear Safety (CNS), EM-3.11	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00011	Technical Support Services for the Office of Safety Management, Safety Culture and Data Analysis	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00012	Technical Support Services for the Office of Operation Safety, EM-3.112, Radiological Support	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00013	Technical Support Services for the Office of Operation Safety, EM-3.112, Work Planning and Control	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00014	Technical Support Services for the Office of Standards and Quality Assurance, EM-3.113	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]

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<b>Table B.3-1 Contract Cost and Fee</b>				
<b>Period of Performance (5 Years)</b>				
00015	Technical Support Services for the Office of Safeguards, Security, and Emergency Preparedness, EM-3.114	\$[Offeror Fill-In]	\$[Offeror Fill-In]	\$[Offeror Fill-In]
00016	Technical Support Services for the Office of Technology Development, EM-3.2, Minority Serving Institutions Partnership Program (MSIPP)	\$[Offeror Fill-In]	\$[Offeror Fill-In]	\$[Offeror Fill-In]
00017	Technical Support Services for the Office of Technology Development, EM-3.2	\$[Offeror Fill-In]	\$[Offeror Fill-In]	\$[Offeror Fill-In]
00018	Technical Support Services for the Office of Infrastructure and Deactivation & Decommissioning (D&D)	\$[Offeror Fill-In]	\$[Offeror Fill-In]	\$[Offeror Fill-In]
00019	Technical Support Services for the Office of Infrastructure and Deactivation & Decommissioning (D&D), Support to Naval Reactors	\$[Offeror Fill-In]	\$[Offeror Fill-In]	\$[Offeror Fill-In]
00020	Technical Support Services for the Office of Subsurface Closure, EM-4.12	\$[Offeror Fill-In]	\$[Offeror Fill-In]	\$[Offeror Fill-In]
00021	Technical Support Services to the Office of Subsurface Closure, EM-4.12, Per-and Polyfluorinated Substances (PFAS)	\$[Offeror Fill-In]	\$[Offeror Fill-In]	\$[Offeror Fill-In]

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<b>Table B.3-1 Contract Cost and Fee</b>				
<b>Period of Performance (5 Years)</b>				
00022	Technical Support Services for Reprocessing Water Integration and Disposition, National TRU Program, EM-4.21	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00023	TRU Oversight DOE Order 435.1, EM-4.21	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00024	Technical Site Support for Regulatory Compliance and Operation for Waste Disposal	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00025	Technical Support to DOE on Implementation of DOE's obligation under Mercury Export Ban Act (MEBA), Office of Waste Disposal, EM- 4.22	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00026	Technical Support to the US Interagency Working Group (IWG) for the Joint Convention on the Safety Spent Fuel Management and on the Safety of Radioactive Waste Management, Office of Waste Disposal, EM-4.22	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00027	Title X, Greater Than Class C (GTCC) Low-Level Waste (LLW) and Molybdenum- 99 (mo-99) Support, Office of Waste Disposal, EM-4.22	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00028	Waste Data Collection and Analysis, Office of Waste Disposal, EM-4.22	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]

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<b>Table B.3-1 Contract Cost and Fee</b>				
<b>Period of Performance (5 Years)</b>				
00029	General High-Level Waste (HLW) and Spent Nuclear Fuel (SNF) for Office of Nuclear Materials, EM-4.23	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00030	Technical Support Services for the Office of Nuclear Materials, EM-4.23, Integrated Project Team (IPT) for DOE- Wide Review of Nuclear Material Handling/Processing Infrastructure (NMI)	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00031	Technical Support Services for the Office of Nuclear Materials, EM-4.23	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00032	Technical Support Services for the Office of Packaging and Transportation	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00033	Technical Support Services for the Office of Budget, EM-5.111	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00034	Technical Support Services for the Office of Program Planning, EM-5.112	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00035	Technical Support Services for the Office of Program Planning, EM-5.112, Federal Site Life-Cycle Estimates (FSLEs)	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00036	Technical Support Services for the Office of Workforce Management, EM-5.13	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]



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<b>Table B.3-1 Contract Cost and Fee</b>				
<b>Period of Performance (5 Years)</b>				
00037	Technical Support Services for the Office of Project Management, EM-5.22	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00038	Technical Support Services for the Office of Project Management, EM-5.22 and Office of Program Planning, EM-5.112, EMCBC Office of Cost Estimating	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00039	Technical Support Services for the EM Los Alamos (EM-LA) Field Office, Technology Support Services	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00040	Technical Support Services for EM Los Alamos (EM-LA)	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00041	Technical Support Services for the Oak Ridge Office of Environmental Management (OREM) Technical Support Sludge Build Out	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
00042	EM General Support	\$0	\$0	\$0
<b>Total Period of Performance</b>				<b>[\$Offeror Fill-In]</b>

- (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.
- (2) Available Fixed Fee is defined as the amount of fee that may be earned under the contract for each applicable CLIN.
- (3) Estimated Cost and Fixed Fee is defined as the total of the Estimated Cost and Fixed Fee.

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**B.4 Indirect Ceiling Rate**

The Contractor is entitled to apply indirect rates (overhead and G&A) to direct costs in accordance with the ceiling rates provided in the table below. The percentage specified is considered a ceiling rate. The Contractor’s reimbursed indirect rates shall be supported by the Contractor’s accounting system. If the Contractor is unable or does not segregate indirect rates with an allocation base, the Contractor is not entitled to any applied indirect rates to costs incurred.

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Overhead (O/H)</b>					
<b>Ceiling Rate</b>	[Offeror Fill-in] %	[Offeror Fill-in] in] %	[Offeror Fill-in] in] %	[Offeror Fill-in] %	[Offeror Fill-in] in] %
<b>Description of Allocation Base (e.g. Direct Labor, Fringe Benefits, Material, Subcontract, etc.)</b>	[Offeror Fill-in]	[Offeror Fill-in] in]	[Offeror Fill-in] in]	[Offeror Fill-in]	[Offeror Fill-in] in]
<b>General and Administrative (G &amp; A)</b>					
<b>Ceiling Rate</b>	[Offeror Fill-in] %	[Offeror Fill-in] in] %	[Offeror Fill-in] in] %	[Offeror Fill-in] %	[Offeror Fill-in] in] %
<b>Description of Allocation Base (e.g. Direct Labor, Total Cost Input, etc.)</b>	[Offeror Fill-in]	[Offeror Fill-in] in]	[Offeror Fill-in] in]	[Offeror Fill-in]	[Offeror Fill-in] in]

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**B.5 DOE-B-2013 Obligation of Funds (Oct 2014) (Applies to Cost-Reimbursement type CLINs)**

(a) 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.

Total Funds Obligated: \$[TBD]

Funds Cover Performance Through: [TBD]

**B.6 Funding Profile**

The planned funding profile per Government Fiscal Year (FY) is shown below. Funding is subject to Congressional and Departmental funding authorization.

<b>Government Fiscal Year</b>	<b>FY 2025</b>	<b>FY 2026</b>	<b>FY 2027</b>	<b>FY 2028</b>	<b>FY 2029</b>	<b>FY 2030</b>	<b>Total</b>
<b>\$Amount*</b>	\$1	\$18	\$19	\$19	\$19	\$14	\$90

\*The dollar amounts are represented in (\$M). The provided funding profile represents the Government’s estimate of future 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. The provided funding profile covers estimated costs and fee and/or prices to be identified in Table B.3-1 above.

**B.7 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 Available Award Fee as shown in Table B.3-2. Separate, additional, 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, 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

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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 products” and/or “commercial services” as defined in FAR 2.101, *Definitions*, if the subcontract price is fair and reasonable.

**B.8 Limitation of Government’s Obligation (Applies to FFP CLIN 00001 only)**

(a) This contract’s fixed-price CLIN 0001 has traditional FAR fixed prices and contract terms and conditions, with the exceptions that: the fixed-price CLIN 0001 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 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.

(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 fixed price for each of the 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

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the Termination for Convenience (Fixed-Price) clause of this contract would allow. The maximum Government obligation for a fixed-price CLIN is the allotted funds for the CLIN, as a result 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 CLIN, 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, and in accordance with the delivery schedule identified in the contract, 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.

(c) For each CLIN:

- (1) The fixed price (of 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 fixed price and
  - (ii) the Contractor must provide the work the contract requires for the CLIN.

(d) The 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 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 CLINs 00001, 00002, 00003, 00004, 00005, 00006, 00007, 00008, 00009, 00010, 00011, 00012, 00013, 00014, 00015, 00016, 00017, 00018, 00019, 00020, 00021, 00022, 00023, 00024, 00025, 00026, 00027, 00028, 00029, 00030, 00031, 00032, 00033,

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**00034, 00035, 00036, 00037, 00038, 00039, 00040, 00041, 00042** 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 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 earlier than the Planned Funding Schedule, this contract to that point will be considered a simple 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 was a 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 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 was 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 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

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- C. If it fulfills all of its obligations for that CLIN and the Government allots funds to the CLIN equal to the CLIN's fixed price, the Government will pay it the 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 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 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;
  - (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.

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- (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: TBD