

**Section B - Supplies or Services/Prices**

**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 under this Contract and resulting Task Orders.

The Contractor shall provide the requested services, within the minimum and maximum quantities as specified in Section B.2(c)(4) below, on a schedule to be specified by the Government in accordance with the Section H Contract clause entitled, *Task Ordering Procedure*.

**B.2 CONTRACT COST AND FEE**

(a) This is a performance-based hybrid contract that includes Cost-Plus-Award-Fee (CPAF), Cost Reimbursement, Firm-Fixed-Price (FFP) and Indefinite-Delivery Indefinite-Quantity (IDIQ) type Contract Line Item Numbers (CLINs).

(b) The Contract consists of the following CLINs:

<b>Table B.2-1 Contract CLINs</b>		
<b>CLIN</b>	<b>CLIN Title</b>	<b>TYPE</b>
0001	Transition Period (60 Days)	FFP
Base Period (34 months)		
0101	Base Operations and Services	CPAF
0102	Safeguards & Security	CPAF
0103	Administration of Pension and Benefits	CR (no fee)
0104	IDIQ	TBD
Option Period 1 (24 months)		
0201	Base Operations and Services	CPAF
0202	Safeguards & Security	CPAF
0203	Administration of Pension and Benefits	CR (no fee)
0204	IDIQ	TBD

(c) CLIN Types

(1) **Firm-Fixed-Price (FFP) (CLIN 0001)**

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 Award Fee (CPAF) (CLINs 0101, 0102, 0201, 0202)**

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.2-2.

Payment of fee will be made according to Section B.7, *Provisional Payment of Fee*, and Section J, Attachment J-10, *PEMP*.

(3) **Cost Reimbursement (CR) (No Fee) (CLINs 0103, 0203)**

No direct labor costs, indirect costs, or fee shall be paid in addition to or related to the Cost Reimbursement items or services.

(4) **Indefinite Delivery/Indefinite Quantity (ID/IQ) (CLINs 0104, 0204)**

(i) Under the IDIQ CLINs, the Government may issue Cost Reimbursement, including Cost Plus Fixed Fee (CPFF), CPAF, and Cost Plus Incentive Fee (CPIF), or Firm-Fixed-Price Task Orders depending on the nature of the requirement for the delivery of work. The minimum and maximum value of services to be ordered, as required by Section I, *Federal Acquisition Regulation (FAR) 52.216-22 Indefinite Quantity*, is as follows:

(A) The guaranteed minimum value of services to be ordered is **\$1,000**.

(B) The maximum value of services to be ordered will not cumulatively exceed **\$50 million**.

(C) All Task Orders issued under this Contract count toward the maximum value, and the total cumulative value of the Task Orders issued shall not exceed the maximum value.

(D) The IDIQ CLINs on this contract are 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 0001- Contract Transition. Therefore, DOE is not required to issue any task orders under this contract.

(ii) 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*.

(iii) For budget planning purposes, the Government has provided an estimated maximum quantity of services for each IDIQ CLIN as shown below in Table B.2-2. 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.

(iv) 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.

(v) 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.2-2 Contract Cost and Fee</b>				
<b>CLIN</b>	<b>CLIN Description</b>			<b>FFP</b>
0001	Transition Period (60 days)			[\$Offeror Fill-In]
<b>Base Period (34 months)</b>				
		<b>Estimated Cost</b>	<b>Available Award Fee</b>	<b>Estimated Cost and Fee</b>
0101	Base Operations and Services	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
0102	Safeguards & Security	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
0103	Administration of Pension and Benefits	\$4,600,000		\$4,600,000
0104	IDIQ			\$30,000,000
<b>Total Base Period</b>				<b>[\$Offeror Fill-In]</b>
<b>Option Period 1 (24 months)</b>				
0201	Base Operations and Services	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
0202	Safeguards & Security	[\$Offeror Fill-In]	[\$Offeror Fill-In]	[\$Offeror Fill-In]
0203	Administration of Pension and Benefits	\$3,400,000		\$3,400,000
0204	IDIQ			\$20,000,000
<b>Total Option Period 1</b>				<b>[\$Offeror Fill-In]</b>
<b>Total Contract Value (Transition Period, Base Period, and Option Period 1</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. The exception is the Administration of Pension and Benefits and the IDIQ CLINs, for which the amount shown in Table B.2-2 reflects the maximum dollar value the Government will acquire under these 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 (PBI) criteria as defined in Section J, Attachment J-10, *PEMP*. PBIs will be defined during contract performance as part of the *PEMP*. 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 *PEMP*. The PBI fee will be evaluated per the established completion criteria in the *PEMP*.

(3) *Estimated Cost and Fee* is defined as the total of the Estimated Cost and Available Award Fee.

**B.3 DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014) (does not apply to IDIQ Task Orders funding will be obligated by the individual IDIQ Task Orders)**

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.4 FUNDING PROFILE**

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

Government Fiscal Year	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Total
\$Amount*	\$35	\$35	\$35	\$35	\$35	\$175

\*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.2-2 above, including IDIQ CLINs.

**B.5 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.2-2. 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 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.6 PROVISIONAL PAYMENT OF FEE (OCT 2013) (REVISED) (Applies to CLINs 0101, 0102, 0201, 0202, and Cost-Reimbursement Task Orders under CLINs 0104 and 0204)**

- (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.
- (b) The Contractor must notify the CO 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 FAR and DOE fee policy and constructs. The following definitions and concepts apply.
  - (1) Price means cost plus any fee or profit applicable to the Contract.
  - (2) 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 100% 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, for example, 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) The 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 the Contract provide for provisional payment of fee for certain incentives. Other terms and conditions of the 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 the 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 CO, 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 CO 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:
- (1) The Contractor's obligation to return the provisionally paid fee is independent of its intent to dispute or its disputing the Contracting Officer's determination; and
  - (2) 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.
- (i) If provisional fee is provided for and the CO determines the Contractor has met all of the other applicable terms and conditions in the Contract required to be eligible for provisional payment of fee and the Contractor has accomplished established incentive(s) under the Contract, the Contractor is authorized to submit a voucher requesting provisional fee payment not more often than once per fiscal year quarter, at a prorated amount of up to 80 percent of the available fee for the respective Contract CLIN, pending satisfactory performance.

**B.7 DOE-B-2015 TASK ORDER FEE/PROFIT CEILING (OCT 2014) (REVISED)**

- (a) Task Order fee/profit ceilings will adhere to the following criteria.

- (1) *CPIFF Task Orders*. The fixed fee ceiling amount that can be negotiated is [Offeror Fill-In; not to exceed 5% of the estimated cost] percent of the estimated cost.
  - (2) *CPAF Task Orders*. The fee payable shall be made according to Section B.7, Provisional Payment of Fee, and Section J, Attachment J-10, PEMP.
  - (3) *CPIF Task Orders*. The fee payable shall be as specified in Section I clause FAR 52.216-10 Incentive Fee.
  - (4) *Hybrid Task Orders*. Task orders comprising multiple CLIN (e.g., a single task order with FFP and CPIFF CLINs) types shall apply the fee/profit ceiling(s) at the CLIN level.
  - (5) *Firm-Fixed-Price Task Orders*. The profit ceiling amount that can be negotiated, as specified as a percentage of the negotiated cost, is [Offeror Fill-In] percent.
- (b) The fee/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 41 U.S.C. 3905 and FAR 15.404-4(c)(4)(i).

**B.8 LIMITATION OF GOVERNMENT’S OBLIGATION (Applies to FFP CLINS and IDIQ Task Orders with FFP CLINs Only)**

- (a) This contract’s fixed-price Task Orders issued under CLINs 0104 and 0204 have traditional FAR fixed prices and contract terms and conditions, with the exceptions that: fixed-price Task Orders issued under CLINs 0104 and 0204 may be incrementally funded; and if a CLIN or Task Order is incrementally funded, in the event of termination before it is fully funded the Government’s maximum liability for the CLIN or Task Order will be the lower of the amount of funds allotted to the CLIN or Task Order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each CLIN or 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.
- (b) For each CLIN or 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 CLIN or 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 CLINs or 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 CLIN or Task Order before the CLIN or Task Order is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow. The maximum Government obligation for a fixed-price CLIN or Task Order is the allotted funds for the CLIN or Task Order, 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 or 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 Task Order, and in accordance with the delivery schedule identified in the Task Order, 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 or Task Order:
- (1) The fixed-price (of both the entire CLIN or Task Order and of the current cumulative amount of funds allotted to the CLIN or 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 CLIN’s or Task Order’s fixed-price and
  - (ii) the Contractor must provide the work the contract requires for the CLIN or Task Order.
- (d) The fixed-price for each CLIN or Task Order is listed in Section B of this contract.
- (e) The Planned Funding Schedule for each CLIN or Task Order is in paragraph (n) of this clause. The sum of the planned funding for each CLIN or Task Order equals the fixed-price of the CLIN or Task Order.
- (f) The Actual Funding Schedule for each CLIN or 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 CLINs 0104 and 0204, and the work to be performed for the funds allotted.
  - (1) The Contractor may bill against a CLIN or Task Order only after the Government has allotted funds to the CLIN or Task Order and the Contractor has delivered the services and earned amounts payable for the CLIN or 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 CLIN or Task Order, 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 or 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 CLIN or 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 CLIN or Task Order—with the exception that the Government’s obligation for the CLIN or Task Order is limited to the total amount of funds allotted by the Government to the CLIN or 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 CLIN or 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 CLIN or Task Order; and neither the fixed-price for the CLIN or Task Order nor any other term or condition of the contract will be affected due to the CLIN’s or Task Order’s being incrementally funded.
    - (i) The Contractor agrees, for example, if the Government allots funds to a CLIN or Task Order per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN or Task Order, the Government has met all of its obligations just as if the CLIN or Task Order were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the CLIN or 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 CLIN or Task Order that exceed the total amount of funds allotted by the Government to the contract for the CLIN or 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 CLIN or Task Order and the Government allots funds to the CLIN or Task Order equal to the CLIN's or Task Order's fixed-price, the Government will pay it the fixed-price for the CLIN or Task Order and no more.
- (ii) The Contractor also agrees, for example, if the Government allots funds to a CLIN or 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 CLIN or 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 CLIN or Task Order were fully funded; consequently, if the Government subsequently terminates the CLIN or Task Order it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN or Task Order; 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 or 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 CLIN or 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 CLIN or Task Order.
  - (3) The Government may require the Contractor to continue performance of that CLIN or Task Order for as long as the Government allots funds for that CLIN or Task Order sufficient to cover the amount payable for that CLIN or Task Order.
- (i) If the Government does not allot funds to a CLIN or 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 CLIN or 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 CLIN or 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 CLIN or Task Order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (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 or 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 CLIN or Task Order; and
  - (2) The Contractor is not obligated to continue performance under this contract related to the CLIN or 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 CLIN or Task Order.
- (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 or Task Order, which will remain at all times the Government’s maximum liability for a CLIN or 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 CLIN or Task Order in excess of the total amount allotted by the Government to this contract for a CLIN or Task Order, 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 or Task Order 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:
- The following table and requisite information shall be inserted by the Government in each fixed-priced Task Order to account for incrementally funded FFP CLINs:
- CLIN [TBD in each Task Order]:

<b>CLIN</b>	<b>Date</b>	<b>Funds To Be Allotted</b>	<b>Work To Be Accomplished</b>	<b>Cumulative Funds To Be Allotted</b>	<b>Cumulative Work To Be Accomplished</b>

(o) Actual Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced Task Order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Task Order]:

<b>CLIN</b>	<b>Date</b>	<b>Funds To Be Allotted</b>	<b>Work To Be Accomplished</b>	<b>Cumulative Funds To Be Allotted</b>	<b>Cumulative Work To Be Accomplished</b>