

PART I – THE SCHEDULE

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PART I – THE SCHEDULE

SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ITEMS BEING ACQUIRED (ALTERNATE I) (OCT 2004)

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 and provision of the following items of work:

Item 1 - See Section C, Clause C.1, Performance Work Statement

Item 2 - Reports in accordance with Section J, Attachment A, Reporting Requirements and other clauses in the contract which specify reporting requirements.

B.2 ESTIMATED COST, BASE FEE, AND AWARD FEE (NOV 2004)

NOTE:
See M215

(a) The contract period of performance shall include a non-fee bearing transition period of three months from January 1, 2006 through March 31, 2006, and a fee bearing performance period from April 1, 2006 through March 31, 2011.

(1) LINE ITEM 001-The estimated cost of transition activities is \$33,086

No fee will be payable for the transition period of performance.

(2) LINE ITEM 002-Base Period of Performance

(i) ESTIMATED COST: The estimated cost for the base period,
April 1, 2006 – March 31, 2011 is: \$730,707,745

(ii) FEE: A base fee is payable over each of the evaluation periods in accordance with the clause in Section G entitled "Payment of Base Fee and Award Fee." An award fee will be payable after evaluations at the conclusion of each specified evaluation period in accordance with the clause in Section G entitled "Payment of Base Fee and Award Fee." In the event that the contractor has failed to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information or relating to the protection of worker safety and health, the Contractor's fee may be reduced. Any such reduction shall be in accordance with the clause in Section I, DEAR 952.223-76 entitled "Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of

Worker Safety and Health.” The maximum fee available for each period of the contract is as follows:

EVALUATION PERIOD

(A) April 1, 2006 – March 31, 2007

Base Fee:	\$ <u>0</u>
Award Fee:	<u>\$3,100,000</u>
TOTAL FEE	<u>\$3,100,000</u>

(B) April 1, 2007 – March 31, 2008

Base Fee:	\$ <u>0</u>
Award Fee:	<u>\$3,157,690</u>
TOTAL FEE	<u>\$3,157,690</u>

(C) April 1, 2008 – March 31, 2009

Base Fee:	\$ <u>0</u>
Award Fee:	<u>\$3,228,245</u>
TOTAL FEE	<u>\$3,228,245</u>

(D) April 1, 2009 – March 31, 2010

Base Fee:	\$ <u>0</u>
Award Fee:	<u>\$3,301,502</u>
TOTAL FEE	<u>\$3,301,502</u>

(E) April 1, 2010 – March 31, 2011

Base Fee:	\$ <u>0</u>
Award Fee:	<u>\$3,377,541</u>
TOTAL FEE	<u>\$3,377,541</u>

Total contract period estimated cost, base fee, and award fee is: \$746,872,723

In the event of contract termination in whole or in part, the amount of award fee available shall represent a pro-rata distribution associated with evaluation period activities or events as determined by the Contracting Officer.

NOTE: If a transition period is not required, performance period dates and award fee period dates will be adjusted.

- (b) The estimated cost will be reviewed annually to derive accurate projections of Participant Costs. Any adjustments will include only those costs specifically identified as Participant Costs and will be based on available historical data and projections of Participant Costs. The amount of Base Fee and available Award Fee will not be increased or decreased due to any adjustment of Participant Costs. Estimated Participant Costs (included in the above total) for the base period are:

April 1, 2006 through March 31, 2007	\$82,205,315
April 1, 2007 through March 31, 2008	\$85,493,528
April 1, 2008 through March 31, 2009	\$88,913,269
April 1, 2009 through March 31, 2010	\$92,469,800
April 1, 2010 through March 31, 2011	\$96,168,591

B.3 OPTION TO EXTEND THE CONTRACT (NOV 2004)

NOTE:
See M010.

- (a) In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful Contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's performance under the contract.
- (b) This contract shall be extended, at the unilateral option of the Government, in accordance with the clause in Section I, FAR 52.217-9 entitled "Option to Extend the Term of the Contract." The Contractor agrees that the performance under the option period exercised shall be accomplished within the following estimated cost, base fee, and award fee.

(1) LINE ITEM 003 – Option Period of Performance

- (i) ESTIMATED COST: The estimated cost for the option period,
April 1, 2011 – March 31, 2016 \$877,666,267
- (ii) FEE: A base fee is payable over each of the option evaluation periods in accordance with the clause in Section G entitled "Payment of Base Fee and Award Fee." An award fee will be payable after evaluations at the conclusion of each specified evaluation period in accordance with the clause in Section G entitled "Payment of Base Fee and Award Fee." In the event that the contractor has failed to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information or relating to the protection of worker safety and health, the Contractor's fee may be reduced. Any such reduction shall be in accordance with the clause in Section I, DEAR 952.223-76 entitled "Conditional Payment of Fee or Profit –

Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health.” The maximum fee available for each period of the option, if exercised, is as follows:

EVALUATION PERIOD

(A) April 1, 2011 – March 31, 2012

Base Fee:	\$ <u>0</u>
Award Fee:	<u>\$3,456,421</u>
TOTAL FEE	<u>\$3,456,421</u>

(B) April 1, 2012 – March 31, 2013

Base Fee:	\$ <u>0</u>
Award Fee:	<u>\$3,538,332</u>
TOTAL FEE	<u>\$3,538,332</u>

(C) April 1, 2013 – March 31, 2014

Base Fee:	\$ <u>0</u>
Award Fee:	<u>\$3,622,857</u>
TOTAL FEE	<u>\$3,622,857</u>

(D) April 1, 2014 – March 31, 2015

Base Fee:	\$ <u>0</u>
Award Fee:	<u>\$3,709,783</u>
TOTAL FEE	<u>\$3,709,783</u>

(E) April 1, 2015 – March 31, 2016

Base Fee:	\$ <u>0</u>
Award Fee:	<u>\$3,800,000</u>
TOTAL FEE	<u>\$3,800,000</u>

Total option period estimated cost, base fee, and award fee is: \$895,793,660

In the event of contract termination in whole or in part, the amount of award fee available shall represent a pro-rata distribution associated with evaluation period activities or events as determined by the Contracting Officer.

- (c) The estimated cost will be reviewed annually to derive accurate projections of Participant Costs. Any adjustments will include only those costs specifically

identified as Participant Costs and will be based on available historical data and projections of Participant Costs. The amount of Base Fee and available Award Fee will not be increased or decreased due to any adjustment of Participant Costs. Estimated Participant Costs (included in the above total) for the option period are:

April 1, 2011 through March 31, 2012	\$100,015,335
April 1, 2012 through March 31, 2013	\$104,015,948
April 1, 2013 through March 31, 2014	\$108,176,586
April 1, 2014 through March 31, 2015	\$112,503,649
April 1, 2015 through March 31, 2016	\$117,003,796

B.4 OBLIGATION OF FUNDS (CPAF) (NOV 2004)

NOTE:
See A356

- (a) Pursuant to the clause in Section I, FAR 52.232-22 entitled "Limitation of Funds," total funds in the amount of \$_____ are obligated herewith and made available for payment of allowable costs and maximum fee to be incurred from the effective date of this contract through the period estimated to end _____.
- (b) In addition to the limitations provided for in this clause, DOE may, through financial plans or other directives issued to the Contractor, establish controls on the costs to be incurred and encumbrances to be made in the performance of the contract work. Such plans and directives may be amended or supplemented from time to time by DOE. The Contractor agrees
- (1) To comply with the specific limitations (ceilings on costs and encumbrances) set forth in such plans and directives,
 - (2) To comply with other requirements of such plans and directives, and
 - (3) To notify DOE promptly, in writing, whenever it has reason to believe that any limitation on costs and encumbrances will be exceeded or substantially underrun.

B.5 DETERMINATION OF AWARD FEE EARNED (NOV 2004)

NOTE:
See M020.

- (a) There shall be no annual negotiation of total available award fee since the total available award fee for the base period and the option period of the contract has been established. There shall be no adjustment in the amount of total available award fee by reason of differences between any estimate of cost for performance of the work under this contract and the actual costs for performance of that work. Total available award fee is subject to adjustment only under the provisions of the clause in Section I, FAR 52.243-2 entitled "Changes – Cost Reimbursement, Alternate I." The total available award fee shall be applicable to the prime Contractor and its members in a joint venture

or teaming arrangement identified and considered a part of the selection and award of this contract, if any.

- (b) The Government shall, at the conclusion of each specified evaluation period, evaluate the Contractor's performance for a determination of award fee amount in accordance with the clause in Section H entitled "Performance Evaluation Plan." The determination as to the amount of award fee earned will be made by the Manager, Oak Ridge Office. The Contractor agrees that such determination is a unilateral determination made by the Manager, Oak Ridge Office. The Contractor shall be promptly advised in writing of the determination and the basis for the amount of award fee earned.
- (c) In the event that the contractor has failed to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information, or relating to the protection of worker safety and health, the Contractor's fee may be reduced. Any such reduction shall be in accordance with the clause in Section I, DEAR 952.223-76 entitled "Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health."
- (d) Based on the evaluation of the Contractor's overall performance for each evaluation period, the total award fee shall be as follows:

<u>Overall Performance Attained</u>	<u>Available Award Fee Earned</u>
Outstanding – The Contractor has demonstrated exceptional performance. Performance clearly exceeds the "Excellent" level and several notable or significant achievements exist. No deficiencies are noted in performance.	96-100%
Excellent – Performance indicates strong Contractor commitment. Performance clearly exceeds standard performance level with some notable achievements. No significant deficiencies are noted in performance.	80-95%
Good – Performance continually meets Government expectations and standard practices are evident. Some notable achievements or deficiencies may exist.	50-79%
Marginal – Performance is below standard and has had an adverse impact on accomplishing some areas of contract requirement. Significant deficiencies are noted in performance.	0%

Definitions:

Significant – This term indicates a major event or sustained level of performance which, due to its importance, has a substantial impact on the Contractor's ability to carry out its mission.

Notable – This term indicates an event or sustained level of performance which is of lesser importance than a "significant" event, but, nonetheless deserves recognition.

NOTE: Management judgment is essential in applying these definitions when determining the quality of achievements/deficiencies and whether the achievements might offset deficiencies or vice versa.

Award fee earned shall be available for payment in accordance with the provisions of this clause and the clause in Section G entitled "Payment of Base Fee and Award Fee." Award Fee not earned during the evaluation period shall not be allocated to future evaluation periods.

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