

**PART I - THE SCHEDULE**

**SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COSTS**

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**B.1 DOE-B-2010 INDEFINITE-DELIVERY INDEFINITE-QUANTITY CONTRACT (OCT 2014) (DEVIATION)**

(a) This is an Indefinite-Delivery Indefinite-Quantity (IDIQ) contract, utilizing Firm-Fixed Price (FFP) task orders, that may include separate Contract Line Item Number(s) (CLINs) (within Task Orders) for specified cost reimbursable (no fee) items. The Contractor shall provide the following services, at the fixed unit prices specified in Section B.3, Pricing Schedule.

CLIN Number	Item Description	Period of Performance/ Contract Term	Maximum Ceiling Value
00001	TRU Waste Transportation Services	May 28, 2017 to May 27, 2022	\$112,000,000

(b) Minimum Quantity: The minimum quantity established for this contract will be the total FFP for the 60-day Contract Transition as identified in B.3(a).

**B.2 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.

**B.3 PRICING SCHEDULE**

The Government will issue FFP task orders that may include some specified cost reimbursable (no fee) items, in accordance with the following pricing schedules identified below in paragraphs (a), (b), (c), and (d).

(a) CONTRACT TRANSITION PERIOD:

The Contractor shall perform contract transition services pursuant to Section C.3.1.16 *Contract Transition*. The Contract Transition Period is anticipated to be a 60-day period beginning with issuance of the Notice to Proceed (NTP) (i.e., issuance of the first Task Order for Transition). The Contract Transition Period is FFP. Pricing of Contract Transition activities shall include a breakout of the Contractor’s total FFP for transition activities as follows:

Transition Period Item Description	Firm Fixed Price
Administrative functions including preparation and submission of all plans and procedures in accordance with Section J, Attachment B, “Reporting Requirements Checklist,” PWS Section C.3.1.16, C.4.3, and PWS Section C.4.	<b>(b) (4)</b>
Acquisition of or modification to a terminal during the 60-day Contract Transition Period in accordance with PWS Section C.3.1.16 and C.4.3.	
Acquisition of or modification to tractors during the 60-day Contract Transition Period in accordance with PWS Section C.3.1.16 and C.4.3.	
Hiring and training of drivers during the 60-day Contract Transition Period in accordance with PWS Section C.3.1.16 and C.4.3.	
<b>Total Firm Fixed Price for 60-Day Transition Period:</b>	

**(b) BASIC TRANSPORTATION SERVICES:**

The Contractor shall provide basic transportation services for the total FFP specified period, consisting of the following sub-items which are Not Separately Priced (NSP):

<b>Basic Transportation Services</b>	<b>Period 1 (10 Months)</b>	<b>Period 2 (12 Months)</b>	<b>Period 3 (12 Months)</b>	<b>Period 4 (12 Months)</b>	<b>Period 5 (12 Months)</b>
<b>General Services:</b> Perform general services pursuant to Section C.3.1 (less Section C.3.1.16, Contract Transition)	NSP	NSP	NSP	NSP	NSP
<b>Terminal Services:</b> Provide, operate and maintain a terminal pursuant to Section C.3.2.	NSP	NSP	NSP	NSP	NSP
<b>Tractor Services:</b> Provide, operate and maintain a minimum of <u>6</u> Contractor furnished tractors pursuant to Sections C.3.3 and C.3.4.	NSP	NSP	NSP	NSP	NSP
<b>Trailer Maintenance Services:</b> Maintain <u>30</u> Government furnished trailers pursuant to Section C.3.4 and H.1, Government Property and Data	NSP	NSP	NSP	NSP	NSP
<b>Driver Services:</b> Provide a minimum of <u>6</u> qualified driver teams (2 drivers per team) pursuant to Section C.3.5.	NSP	NSP	NSP	NSP	NSP
<b>Data/Reports:</b> Provide data and reports pursuant to Section C.4, Section J, Attachment B, and as required by any and all other sections of the contract.	NSP	NSP	NSP	NSP	NSP
<b>Total Firm Fixed Price:</b>	<b>(b) (4)</b>				

**(c) ADDITIONAL TRANSPORTATION SERVICES:**

In addition to the above basic transportation services, the Government may order additional services described below for a period of 6 or 12 months as specified in individual Task Orders at the Firm Fixed Unit Prices (FFUP) specified. The prices and durations stated for the 6-month and 12-month periods include the 60-day preparation period described in Sections C.3.3 and C.3.4, and any and all activities for or during the 6-month and/or 12-month task order performance periods.

The Contractor shall provide additional transportation services consisting of the following sub-items in accordance with the FFUP. The FFUP is the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 6-month or 12-month task order period.

<b>Additional Transportation Services</b>	<b>Period 1 (10 Months)</b>	<b>Period 2 (12 Months)</b>	<b>Period 3 (12 Months)</b>	<b>Period 4 (12 Months)</b>	<b>Period 5 (12 Months)</b>
<b>Additional Tractor Services and Maintenance:</b> Provide, maintain and operate <u>1 to 18</u> additional Contractor Furnished tractors including the required equipment per Section C.3.3 and maintenance per C.3.4.					
FFUP 6-months:	<b>(b) (4)</b>				
FFUP 12-months:	<b>(b) (4)</b>				
<b>Additional Trailer Maintenance Services:</b> Maintain <u>1 to 40</u> additional Government furnished trailers per Section C.3.4.					
FFUP 6-months:	<b>(b) (4)</b>				
FFUP 12-months:	<b>(b) (4)</b>				
<b>Additional Driver Services:</b> Provide <u>1 to 18</u> additional driver teams (2 drivers per team) (including driver training and qualification) per Section C.3.5.					
FFUP 6-months:	<b>(b) (4)</b>				
FFUP 12-months:	<b>(b) (4)</b>				

**(d) COST REIMBURSABLE (NO FEE) ITEMS:** The following Cost Reimbursable line items will be reimbursed in accordance with FAR 52.216-7 and Section B.4, Non-Labor Costs-Indirect Ceiling Rate with no fee. The below amounts are the Government's estimate of the cost reimbursable items at the time of award (Government Provided Costs). Actual costs will be reimbursed in accordance with the terms of each individual task order.

<b>Cost Reimbursable Items</b>	<b>Transition &amp; Period 1 (12 Months)</b>	<b>Period 2 (12 Months)</b>	<b>Period 3 (12 Months)</b>	<b>Period 4 (12 Months)</b>	<b>Period 5 (12 Months)</b>	<b>Total</b>
<b>Fuel</b> pursuant to Section C.5.1:	\$2,500,000	\$2,555,000	\$2,611,210	\$2,668,657	\$2,727,367	\$13,062,234
<b>State Use Fees and Permits</b> pursuant to Section C.5.1:	\$1,000,000	\$1,022,000	\$1,044,484	\$1,067,463	\$1,090,947	\$5,224,893
<b>New Mexico Gross Receipts Tax</b> pursuant to Section C.5.2:	\$250,000	\$255,500	\$261,121	\$266,866	\$272,737	\$1,306,223
<b>Driver Per-Diem</b> pursuant to Section C.5.3:	\$100,000	\$102,200	\$104,448	\$106,746	\$109,095	\$522,489
<b>Safe Driving Bonus</b> pursuant to Section H.5:	\$700,000	\$715,400	\$731,139	\$747,224	\$763,663	\$3,657,425
<b>Maintenance of Additional, Unassigned Trailers<sup>1</sup></b> pursuant to Section C.5.4:	\$100,000	\$102,200	\$104,448	\$106,746	\$109,095	\$522,489
<b>Total All Cost Reimbursable Items</b>						<b>\$24,295,755</b>

<sup>1</sup> The Maintenance of Additional, Unassigned Trailers does not include coverage for the required “Trailer Maintenance Services” and the “Additional Trailer Maintenance Services” identified above in paragraphs (b) and (c).

#### **B.4 NON-LABOR COST – INDIRECT CEILING RATE**

The Contractor is entitled to apply an indirect rate to all non-labor costs in Section B.3(d), with the exception of the Safe Driving Bonus, of (b) (4). The percentage specified is considered a ceiling rate. Contractor’s actual rates, up to the ceiling rate, will be applied for each fiscal year. 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 within each task order are obligated for the payment of allowable costs for cost reimbursable items, as specified in Section B.3(d). The following shall be inserted by the Government in each applicable task order that includes cost reimbursable items:

*“Pursuant to the FAR clause 52.232-22, entitled “Limitation of Funds,” the total amount of incremental funding obligated to this task order for cost reimbursable items is \$TBD. It is estimated that this amount is sufficient to cover performance through TBD.”*

#### **B.6 LIMITATION OF GOVERNMENT’S OBLIGATION (FOR FIRM-FIXED-PRICE TASK ORDERS/CLINS)**

(a) This contract’s fixed-price task orders issued under CLIN 00001 have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that: fixed-price task orders issued under CLIN 00001 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, that is, because the maximum Government obligation for a fixed-price CLIN or task order is the allotted funds for the CLIN or 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 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 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.

(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 CLIN 00001, 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]:**

Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished

- (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]:**

Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished