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Section B – Deliveries or Performance

B.1 General Description

This is a Firm-Fixed-Price order with Cost Reimbursable CLINs. Travel and Other Direct Costs (ODC) shall be on a cost reimbursable basis. The Contractor shall furnish all personnel, services, travel, and otherwise do all things necessary for, or incidental to, providing the requirement in the Performance Work Statement (PWS) located at Attachment J-2 to this Task Order.

B.2 Supplies/Services & Contract Line Items (CLINs)

CLIN	Description	Price
Base PoP		
0001	Labor ¹	\$971,166
0002	Travel & ODCs – Not to Exceed (NTE)	\$5,000
	Total Base Year	\$976,166
Option Year I		
1001	Labor ¹	\$567,226
1002	Travel & ODCs – Not to Exceed (NTE)	\$2,500
	Total Option Year I	\$569,726
Option Year II		
2001	Labor ¹	\$578,607
2002	Travel & ODCs – Not to Exceed (NTE)	\$2,500
	Total Option Year II	\$581,107
Option Year III		
3001	Labor ¹	\$590,140
3002	Travel & ODCs – Not to Exceed (NTE)	\$2,500
	Total Option Year III	\$592,640
_	Total All Years	\$2,719,639

CLINs 0001, 1001, 2001 and 3001 are T&M CLINs.

CLINs 0002, 1002, 2002 and 3002 are Direct Reimbursable.

Direct Reimbursable (DR)—contract line items with a not-to-exceed ceiling that provides for payment reimbursement at the contractor's actual cost

B.3 Direct Reimbursable Travel and Other Direct Costs (ODCs)

The Contractor shall not exceed the ceiling amounts for the Travel and ODCs CLIN provided in clause B.2 Supplies/Services and CLINs, unless authorized by the Contracting Officer (CO). All travel and ODCs must be approved by the Contracting Officer Representative (COR) in advance of the cost being accrued or incurred by the Contractor. Travel costs will be reimbursed at the Federal Travel Regulation (FTR) rates. ODCs shall be provided for as approved.

B.4 Applicable North American Industry Classification System (NAICS) and Small Business Size Standards

The applicable General Services Administration (GSA) Schedule and Special Item Number (SIN) for this Order issued under the DOE/NNSA's MOA BPA is the General Services Administration (GSA) Mission Oriented

¹ - Labor shall be billed at actual costs per month with a not-to-exceed ceiling as agreed at Task Order award. See G.1 Billing Instructions.

DE-DT0012665 Attachment J-1

Contract Clauses Continued

Business Integrated Services (MOBIS) Schedule, SIN 874-1 Consulting Services and SIN 874-7 Program and Project Management. The applicable NAICS code for this Order is 541611 Administrative Management and General Management Consulting Services. The size standard for this NAICS code is \$15 million.

B.5 CLIN Ceiling Amounts

The Contractor shall not exceed the ceiling amounts specified in B.2, unless authorized by the CO.

Section F - Deliveries or Performance

F. 1 Period of Performance

The period of performance for this Task Order will include a two-year base period (including a two-week Transition period if Non-Incumbent), and three one-year option periods, as follows:

 Base Period
 Feb 1, 2017 – Jan 31, 2019

 Option Period I:
 Feb 1, 2019 – Jan 31, 2020

 Option Period II:
 Feb 1, 2020 – Jan 31, 2021

 Option Period III:
 Feb 1, 2021 – Jan 31, 2022

F.2 Report/Deliverables

- (a) Reports shall be in accordance with the "Contract Reporting Requirements Checklist," identified as Attachment J-4 to this Task Order.
- (b) Reports shall be accomplished within the total contract amount. If costs exceed the total contract amount, those additional costs to complete the reports shall be assumed by the Contractor.

Section G – Contract Administration Data

G.1 Billing Instructions

See BPA Section 6.8 Invoice Submission Procedures.

Section H – Special Contract Requirements

H.1 Modification Authority

Notwithstanding any of the other clauses of this contract, the Contracting Officer shall be the only individual authorized to:

- (i) Accept nonconforming work;
- (ii) Waive any requirement of this contract; or
- (iii) Modify any term or condition of this Task Order

H.2 Limitation of Government's Obligation

- (a) Contract line item(s) <u>0001</u> through <u>0001</u> are incrementally funded. For these item(s), the sum of \$<u>185,000</u> of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the task order for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least thirty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (i) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (i)) (indicated in each incremental funded task order) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of task order performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the task order will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this task order and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this task order pursuant to the clause of the underlying contract entitled "Termination for Convenience of the Government."

(j) The parties contemplate that the Government will allot funds to this task order in accordance with the following schedule:

H.3 Security Requirements

The Contractor shall have a Facility Clearance and its personnel shall possess the necessary DOE/NNSA Clearances in accordance with the PWS at time of the Order award.

H.4 Government Furnished Property

Computer equipment, furniture, and office space will be furnished by the Government at the Department of Energy's (DOE) NNSA Nevada Field Office (NFO) in North Las Vegas, NV.

H.5 Travel

Contractor personnel may be required to travel domestically in support of Nevada Field Office per the PWS. Only actual direct costs of approved travel expenses will be reimbursed. Direct travel costs will be reimbursed in accordance with the Federal Acquisition Regulation and GSA Federal Travel Regulations. All travel and travel related expenses must be pre-approved in writing by the CO/COR. All travel arrangements shall be the sole responsibility of the contractor. Detailed costs for travel shall be submitted as part of the contractor's invoicing cycle. The invoice shall provide substantiation of cost for each cost claimed. Travel costs are not to include Contractor profit. Profit is therefore, not allowable for travel costs.

H.12 Order Small Business Requirements

This Order is reserved exclusively for small businesses. Only CTA Leaders and Team Members that are listed as a small business in their GSA MOBIS contract in GSA eLibrary and that qualify as a small business in the NAICS code specified in Section B.4 are eligible to be an Order Lead or Team Member. CTA Team Members that are considered other than small businesses shall only be proposed as subcontractors.

Order Leads shall ensure that in performance of the Order, at least 50 percent of the cost of order performance incurred for personnel shall be expended for employees of the Order Lead.

In addition to the above requirements, the following FAR clauses are incorporated by reference (see Section I of the Contract Document):

FAR 52.219-6 Notice of Total Small Business Set-Aside (Nov 2011)

FAR 52.219-13 Notice of Set-Aside of Orders (Nov 2011)

FAR 52.219-14 Limitations on Subcontracting (Nov 2011)