

**PART I – THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

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**PART I – THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS¹**

B.1 SERVICES BEING ACQUIRED

The Contractor shall be responsible for planning, managing, and executing the U.S. Department of Energy (DOE) Office of River Protection (DOE-ORP) River Protection Project (RPP) operations, projects, and other activities as described throughout all sections of this Contract.

B.2 OBLIGATION OF FUNDS

Pursuant to the Section I Clause entitled, *Obligation of Funds*, the total amount obligated by the Government with respect to the scope of this Contract is estimated to be **\$2,258,528,918.00** in total.

B.3 ESTIMATED COST AND FEE

The estimated cost of the Contract is the total Budget Authority (BA) DOE received for Tank Farms activities during the period of October 1, 1999, through September 30, 2000, (\$404,392,374.76), plus the estimated BA of \$2,328,700,000.00 for the period of October 1, 2000, through September 30, 2006, for an estimated total of \$2,733,092,374.76. Estimated budget authority for the period of October 1, 2006, through September 30, 2008, is **\$520,000,000.00**.

The estimated BA for fiscal year (FY) 2001 through FY 2006 as augmented by FY2007 and FY2008, is set forth in Table B-1. The BA includes Contractor Available Fee Pool, but excludes the DOE-controlled budgetary accounts, *Safeguards and Security Assessments*, *Headquarters Assessments*, and *DOE-ORP Support Accounts*.

BA set forth in Table B-1 is an estimate until the BA is formally provided to the Contractor at or near the beginning of each fiscal year.

If the estimated total BA for the baseline work for a fiscal year as set forth in Table B-1 varies from the actual funding by more than plus or minus 10%, or the complexity of the work scope changes significantly, the Contracting Officer may adjust the table (BA and Fee) for that year. The Fee adjustment will be based on the fee curves and fee policy contained in the U.S. Department of Energy Acquisition Regulations (DEAR).

Unearned fee that is not forfeited for failure(s) to meet contract or performance-based incentive requirements shall be accrued, if appropriate, or recorded as a commitment. Incentive compensation, bonuses and project assignment allowances shall be paid from fee unless specifically approved in advance by the Contracting Officer.

¹ This conformed copy of Contract No. DE-AC27-99RL14047 has incorporated text referencing the Rocky Flats Pension and Post retirement Benefit Plans (PRB) from Modification M126.

**Table B-1
Estimated Budget Authority for Fiscal Years 2001-2006**

	FY01	FY02	FY03	FY04	FY05	FY06	TOTAL
New BA Includes Fee	\$402.7*	\$355*	\$410*	\$386*	\$387*	\$388*	\$2,328.7*
Fee	\$19,760,849.	\$16,351,536.	\$16*	\$22*	\$20*	\$14*	\$108.1*
	FY07	FY08	Total				
New BA Includes Fee	\$262*	\$258*	\$520*				
Fee	\$12.375*	\$14.475*	\$26.850*				

* Amounts stated in Millions of dollars.

B.3.a. Estimated Cost and Fee – Transition, Management, and Plan Sponsorship of Rocky Flats Pension and Post Retirement Benefit (PRB) Plans

The following section applies to the work described in Sections C.7, C.8, and C.9 of the Statement of Work.

- (a) Subject to the other provisions of this Contract, reasonable and necessary costs incurred by the Contractor to accept transfer of sponsorship, administration and management of the Rocky Flats Pension and Post Retirement Benefit (PRB) Plans as identified in Section C.7 of this Contract, which are currently sponsored and administered by Kaiser-Hill Company L.L.C. (“Kaiser-Hill”) pursuant to contract DE-AC34-00RF001904, shall be reimbursable under this Contract, including, but not limited to:
 - (1) Costs necessary to receive, and accept transfer of, the Plans from Kaiser-Hill to Contractor; provided, however, that costs necessary to effectuate the transfer to Contractor and to comply with all legal and regulatory requirements associated with the transfer, shall be paid by Kaiser-Hill;
 - (2) Subsequent to the transfer, costs of sponsorship and management and administration of the Plans, including but not limited to pension contributions, and compliance with applicable current and existing laws and regulations and other requirements of this Contract, exclusive of those administration costs which are properly chargeable to Plan funds; and
 - (3) Costs associated with transfer of the Plans upon completion or termination of this Contract in accordance with paragraph C.8 herein.
- (b) Fee. The Contractor shall earn no incremental fee for sponsorship, management and administration of the Rocky Flats Pension and Post Retirement Benefit Plans during the remainder of this Contract and during any extension to this Contract.

B.4 AVAILABILITY OF APPROPRIATED FUNDS

The duties and obligations of the Government calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the United States Congress, which DOE may legally spend for authorized purposes. Any work performed beyond the funds obligated and/or performed without the written consent of the Contracting Officer shall be at the Contractor's own risk.