

**PART I - THE SCHEDULE**

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## **PART I - THE SCHEDULE**

### **SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS**

#### **B.1 ORO B01 ITEMS BEING ACQUIRED (ALTERNATE I) (MAY 1997)**

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 providing the following items of work:

Item 1 - See Section C, ORO C01, Performance-Based Statement of Work

Item 2 - Reports in accordance with Section J, Attachment A, "Reporting Requirements Checklist" Form DOE F 1332.1 and the clause entitled "Uniform Reporting System."

#### **B.2 ORO B30 OBLIGATION OF FUNDS (FIXED-PRICE INCREMENTALLY FUNDED) ALTERNATE V (MAY 1997)**

The duties and obligations of the Government shall be subject to the availability of appropriated funds from which payment for contract purposes can be made. Pursuant to the clause entitled "Limitation of Government's Obligation, Fixed Price Contract," the total amount currently obligated to the contract for the item(s) described in ORO B01 is [TBD]. It is anticipated that from time to time additional funds will be obligated to this contract until the total price of said items in ORO B01 is obligated. It is estimated that this amount is sufficient to cover contract performance through \_\_\_\_\_. The Government will not obligate funds to this contract in excess of the following limitations:

[To be Determined]

#### **B.3 PRICE (DEC 2000)**

In consideration of the performance under this contract, the Contractor shall be paid the consideration identified below; which consideration shall constitute complete payment for all services and materials furnished and accepted pursuant to the requirements of this contract.

The overall facility operations shall be on a firm-fixed-price basis and will be reimbursed at an amortized rate of TBD. Building shutdown shall be based on a firm fixed price basis. The remainder of the items shall be reimbursed on a price per unit processed rate.

	<b>Number of Units</b>	<b>Unit Price</b>	<b>Extended Price</b>
<p><b>Contract Line Item # 1. <sup>233</sup>U Processing and Repackaging, Thorium Extraction, and Delivery of Downblended <sup>233</sup>U to DOE</b></p> <p><b>– Statement of Work Section 3.1</b></p> <p>This line item includes the following sub-elements not separately priced:</p> <ul style="list-style-type: none"> <li>• Delivery of depleted uranium to the processing location for downblending and return to DOE any unused depleted uranium at processing completion (Section 3.1.3)</li> <li>• Collection of inventory data to address DNFSB Recommendation 97-1 (Section 3.1.2)</li> <li>• Interim storage, preparation for shipment, receipt and final processing, packaging, and disposition of the MSRE material as part of the <sup>233</sup>U inventory (Section 3.1.5)</li> <li>• Material transportation (Section 3.1.6)</li> <li>• Development and implementation of a Waste Management Plan (Section 3.1.7)</li> <li>• Support of NEPA requirements (Section 3.1.8)</li> <li>• Packaging of extracted Thorium (Section 3.1)</li> </ul>	<b>1,387.12 KgU</b>		
<p><b>Contract Line Item # 2. Building 3019 Operations – Statement of Work Section 3.3</b></p> <p>This line item includes the following sub-elements not separately priced:</p> <ul style="list-style-type: none"> <li>• Facility Transition Activities (Clause F.4)</li> <li>• Development of a revised Authorization Agreement, including any necessary revisions to the SAR and TSR (Section 3.3.1)</li> <li>• Development of necessary technical analysis and documentation to support DOE in responding to the DNFSB and performing all actions necessary to achieve closure to DNFSB recommendations 97-1 and 2000-2. (Section 3.3.3)</li> <li>• Safeguarding the special nuclear material in Building 3019A (Section 3.3.4)</li> <li>• Preparation and execution of a Nuclear Materials Control and Accountability Plan (Section 3.3.5)</li> <li>• Permits and licenses requirements (Section 3.3.6)</li> <li>• Preparation and execution of an Integrated Safety Management Plan (Section 4.2)</li> <li>• Preparation and execution of a Radiation Protection Plan (Section 3.3)</li> <li>• Services procured from DOE's ORNL site contractor (Section 3.3.7)</li> <li>• Facility upgrades (Section 3.3.2)</li> </ul>	<b>TBD</b>		

	<b>Number of Units</b>	<b>Unit Price</b>	<b>Extended Price</b>
<b>Contract Line Item # 3. Building 3019A Shutdown – Statement of Work Section 3.4</b> This line item includes the following sub-elements not separately priced: <ul style="list-style-type: none"> <li>Any necessary revisions to the Final Facility Transition Plan (Section 3.4)</li> <li>Any necessary revisions to the Post Transition Surveillance and Maintenance Plan (Section 3.4)</li> </ul>	<b>N/A</b>	<b>N/A</b>	
<b>Contract Line Item # 4. Material Retained for Future Use – Optional – Statement of Work Section 3.5</b> This line item includes the following sub-elements, separately priced:			
a. Removing, packaging, and loading the material for offsite shipment	<b>131 Outer Cans</b>		
b. Processing, packaging, and transportation of the material	<b>46.52 Kg U</b>		
<b>TOTAL CONTRACT</b>	<b>N/A</b>	<b>N/A</b>	

As part of the award process for this contract, the DOE evaluated and estimated the level of security required as a result of the Contractor's proposed approach. If the Contractor changes its approach resulting in increased security requirements, the Contractor shall be assessed the full cost of the additional security provided by DOE.

**B.4 OPTION(S) TO PROCESS ADDITIONAL QUANTITIES (DEC 2000)**

The Government may unilaterally exercise either one or both options in clause B.3, "Price." The Contracting Officer may exercise the option by written notice to the Contractor within \_\_\_\_\_. The Contractor agrees that the performance under the option shall be accomplished within the price stated in clause B.3, "Price." When deciding whether to exercise the option, the Contracting Officer will consider the quality of the contractor's performance under the contract.

**B.5 ORO B65 LIMITATION OF GOVERNMENT'S OBLIGATION (FIXED-PRICE CONTRACTS) ALTERNATE I (MAY 1997)**

(a) The Contractor agrees to perform or have performed work on said item up to the

point at which, in the event of termination of this contract pursuant to the clause hereof entitled "Termination for Convenience of the Government," the total amount payable by the Government (including amounts payable in respect of subcontracts and settlement costs), pursuant to paragraph (e) thereof, would in the exercise of reasonable judgment by the Contractor approximate the total amount at the time obligated to the contract. The Government shall not be obligated in any event to pay or reimburse the Contractor in excess of the amount from time to time obligated to the contract, anything to the contrary in the clause hereof entitled "Termination for Convenience of the Government" notwithstanding.

- (b) In the event funds obligated are considered by the Contractor to be inadequate to cover the work to be performed until the date set forth in the Schedule, or an agreed date in substitution thereof, the Contractor shall notify the Contracting Officer in writing when within the next thirty (30) days the work will reach a point at which, in the event of termination of this contract pursuant to the clause hereof entitled "Termination for Convenience of the Government," the total amount payable by the Government (including amounts payable in respect to subcontracts and settlement costs) pursuant to paragraph (e) thereof, will approximate 85 percent of the total amount then obligated to the contract. The notice shall state the estimated date when such point will be reached and the estimated amount of additional funds required to continue performance to the above date or an agreed substituted date. The Contractor shall, thirty (30) days prior to the date above written or agreed substitute date, advise the Contracting Officer in writing as to the estimated amount of additional funds which will be required for the timely performance of the contract for a further period, as may be specified in the contract or otherwise agreed to by the parties. If, after such later notification, additional funds are not obligated by the date above written or by an agreed date in substitution thereof, the Contracting Officer will, upon written request of the Contractor, terminate this contract on such date or the date set forth in the request, whichever is later, pursuant to the provisions of the clause of this contract entitled "Termination for Convenience of the Government."
- (c) When additional funds are obligated from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance which shall be covered by such funds. The provisions of paragraphs (b) and (c) above shall apply to such additional obligated funds and substituted date pertaining thereto and the contract amended accordingly.
- (d) If the Contractor incurs additional costs, or is delayed in the performance of the work under this contract, solely by reason of the failure of the Government to obligate additional funds in amounts sufficient for the timely performance of this contract, and if additional funds are obligated, an equitable adjustment shall be made in the price or prices of said items or in the time of delivery or both. Failure to agree to any such equitable adjustment hereunder shall be a dispute concerning a question of fact within the meaning of the clause in this contract entitled "Disputes."
- (e) The Government may at any time prior to termination, and with the consent of the Contractor, after notice of termination, obligate additional funds for this contract.
- (f) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."