

**SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COSTS**

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## B.1 SERVICE BEING ACQUIRED

The Contractor shall provide the personnel, facilities, equipment, materials, supplies, and services (except such facilities, equipment, materials, supplies and services as are furnished by the Government) necessary to perform the requirements and work set forth in this contract, and shall perform such requirements and work in a quality, timely, and cost-effective manner.

## B.2 OBLIGATION OF FUNDS AND FINANCIAL LIMITATIONS

The amount presently obligated by the Government with respect to this contract is specified in the Section I Clause entitled "DEAR 970.5232-4 – Obligation of Funds". Other financial limitations are also specified in the Section I Clause entitled "DEAR 970.5232-4 – Obligation of Funds."

## B.3 PERFORMANCE FEE

- (a) The transition activities shall be performed on a cost-reimbursement basis up to the amount specified in the Section H Clause entitled "Activities During Contract Transition", and no fee shall be paid for these activities.
- (b) In implementation of the Section I Clause entitled "DEAR 970.5215-1 – Total Available Fee: Base Fee Amount and Performance Fee Amount", the Parties have agreed that the maximum available performance fees that may be earned by the Contractor in accordance with the provisions of Section J, Appendix B entitled "Performance Evaluation and Measurement Plan", for the performance of the work under this contract commencing January 1, 2025 are as follows:

Base Contract Period:

<b>Performance Period</b>	<b>Performance Fee (to be completed by Offeror)</b>
1/1/2025 – 9/30/2025	\$3,860,000
10/1/2025 – 9/30/2026	\$5,147,000
10/1/2026 – 9/30/2027	\$5,147,000
10/1/2027 – 9/30/2028	\$5,147,000
10/1/2028 – 9/30/2029	\$5,147,000
10/1/2029 – 12/31/2029	\$1,287,000

Base fee under this contract is \$0. All fee dollars shall be in performance fee and at risk.

- (c) The maximum available annual performance fee that may be earned by the Contractor for any additional extensions of the period of performance beyond the five (5) years of the base contract period listed in the table above shall be subject to negotiation between the Parties consistent with the Department of Energy Acquisition Regulation (DEAR) in effect at the time the fee is negotiated.
- (d) At the end of each fiscal year, there shall be no adjustment in the amount of the maximum available performance fee based on differences between any estimate of cost for performance of the work and the actual cost for performance of the work. Fee is subject to adjustment only –
  - 1) Under the provisions of Section I Clause entitled “DEAR 970.5243-1 – Changes”, or other contract provisions; or
  - 2) For a +/- 10 percent change in the estimated fee base of \$531,039,962.
- (e) The key personnel listed in Section I Clause entitled “DEAR 952.215-70 – Key Personnel”, commit to FNAL through September 30, 2026. The Contractor is subject to forfeiture of up to \$300,000, per occurrence, of fee in fiscal years 2025 and 2026 if it removes, replaces, or diverts any of the key personnel listed in Section J, Appendix E entitled “Key Personnel”.

#### **B.4 ALLOWABILITY OF SUBCONTRACTOR FEE**

If the Contractor is part of a teaming arrangement, the team shall share in this contract fee structure, at the discretion of the Contractor, and separate additional subcontractor fee for teaming partners shall not be considered an allowable cost under the contract. If a subcontractor, supplier, or lower-tier subcontractor is a wholly owned, majority owned, or affiliate of any team member, any fee or profit earned by such entity shall not be considered an allowable cost under this contract unless otherwise approved by the Contracting Officer.

#### **B.5 PROVISIONAL PAYMENT OF PERFORMANCE FEE**

The Contractor may, subject to the approval of the Contracting Officer, be paid provisional performance fee payments consistent with the provisions of the Section I Clause entitled, "DEAR 970.5232-2 – Payments and Advances". The Contractor shall promptly refund to the Government any amount of provisional performance fee paid that exceeds the amount of performance fee earned.