

# **PART I**

## **SECTION B**

### **SUPPLIES AND SERVICES AND PRICE/COSTS**

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**PART I**

**SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COST**

**B.1 Service Being Acquired**

The Contractor shall be responsible for planning, managing, and executing the work described in the Statement of Work at Section C, *Description/Specification/Statement of Work*, of this Contract. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as expressly set forth in this Contract as furnished by the Government) and otherwise do all things necessary for, or incident to, performing in a safe, efficient and effective manner all work set forth in Section C.

**B.2 Obligation of Funds and Financial Limitations**

The amount presently obligated by the Government with respect to this contract and other financial limitations is specified in Clause I.140, *DEAR 970.5232-4, Obligation of Funds*.

**B.3 Transition Cost, Estimated Costs and Maximum Available Fee**

(a) Transition Activities

(a) Transition Activities

The Total Estimated Cost for the Transition Term of the contract is:

<u>Transition Term of the Contract</u>	<u>Total Estimated Cost</u>
July 29, 2008 – September 30, 2008	\$1,500,044

(b) This is a performance-based cost plus award fee contract. There is no base fee for this contract.

(c) Performance Fees and Other Incentives

(1) Transition activities shall be performed in accordance with Clause H.24, *Activities During Contract Transition*, on a cost-reimbursement basis. No fee shall be paid for these activities.

(2) In implementation of Clause I.114, *Total Available Fee: Base Fee Amount and Performance Fee Amount*, the Parties have agreed that the maximum available award fee that may be earned by the Contractor in accordance with the provisions of Section J, Attachment J, *Performance Evaluation and Measurement Plan*, for the performance of the work under this contract commencing October 1, 2008 are as follows:

<b>Total Available Fee – Research and Development</b>		
Period	Fee Base	Total Available Fee
October 1, 2008 through September 30, 2009	\$312,000,000	\$6,160,000
October 1, 2009 through September 30, 2010	\$312,000,000	\$6,160,000
October 1, 2010 through September 30, 2011	\$312,000,000	\$6,160,000

October 1, 2011 through September 30, 2012	\$312,000,000	\$6,160,000
October 1, 2012 through September 30, 2013	\$312,000,000	\$6,160,000

<b>Total Available Fee – Construction Management Contracts Base Period</b>		
Period	Fee Base	Total Available Fee
October 1, 2008 through September 30, 2009	\$41,587,000	\$1,012,055
October 1, 2009 through September 30, 2010	\$127,444,000	\$2,270,140
October 1, 2010 through September 30, 2011	\$105,315,000	\$1,643,153
October 1, 2011 through September 30, 2012	\$106,404,000	\$ 2,223,145
October 1, 2012 through September 30, 2013	\$24,432,000	\$ 649,080

<b>Total Available Fee – Research and Development Option Period</b>		
Period	Fee Base	Total Available Fee
October 1, 2013 through September 30, 2014	\$365,680,400	\$7,000,000
October 1, 2014 through May 31, 2015	\$243,786,933	\$4,666,667
June 1, 2015 through September 30, 2015	\$121,893,467	\$2,333,333
October 1, 2015 through September 30, 2016	\$365,680,400	\$7,000,000
October 1, 2016 through September 30, 2017	\$365,680,400	\$7,000,000
October 1, 2017 through September 30, 2018	\$366,701,600	\$6,800,000

<b>Total Available Fee – Research and Development Extension Period</b>		
Period	Fee Base	Total Available Fee
October 1, 2018 through September 30, 2019	\$366,701,600	\$6,800,000
October 1, 2019 through September 30, 2020	\$366,701,600	\$6,800,000
October 1, 2020 through September 30, 2021	\$366,701,600	\$6,800,000
October 1, 2021 through September 30, 2022	\$366,701,600	\$6,800,000
October 1, 2022 through September 30, 2023	\$366,701,600	\$6,800,000

- (3) Available fee will not be adjusted at the end of a performance period to reconcile actual costs to initially estimated costs. Fee is subject to adjustment under the provisions of Clause I.149, *Changes*, other contract provisions, or DEAR 970-1504-1-3 (c) (5).
- (4) If any line item construction project(s) is authorized for the National Renewable Energy Laboratory, a construction management fee will be added to paragraph (c)(2) above for each such project when they are authorized. The maximum possible adjustment to fee will be developed using the construction management fee schedule set forth in DEAR 915.404-4-71-5(f). The maximum possible fee will be calculated by adding the total estimated cost of the construction project, spread over those fiscal years for which costs is expected to be incurred, for the initial construction management fee base. For each subsequent construction project, the maximum possible fee will be calculated by adding the total estimated cost of the construction project, spread over those fiscal years for which costs are expected to be incurred

to the fee base previously established for construction management contract(s) for the years affected. Actual construction management fee available will be established through negotiation of the parties.

#### **B.4 Allowability of Subcontractor Fee**

If the Contractor is part of a consortium, joint venture, and/or other teaming arrangement, the team shall share in this Contract fee structure and separate additional 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.

The subcontractor fee restriction in paragraph (a) does not apply to members of the Contractor's team that are: (1) small business(es); (2) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause entitled, *Mentor-Protégé Program*; (3) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, *Definitions of Words and Terms*.

#### **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 Clause I.138, *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.

#### **B.6 Fee Available Upon Termination**

In the event this contract is terminated for the Government's convenience, either in whole or in part, the amount of award fee available shall represent a pro rata distribution associated with the evaluation period activities or events as determined by the Contracting Officer.