

**SECTION B - SUPPLIES OR SERVICES/PRICES
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B.1 Cost-Plus Award Fee Contract: Total Estimated Cost and Award Fee (OCT 2014)

(a) This is a Cost-Plus-Award-Fee type of contract. The contract period of performance shall include a non-fee bearing transition period from [date] through [date], and a fee bearing period of performance from [date] through September 30, 2020. The transition period shall precede the performance period. The total estimated cost and award fee are as follows, representing the non-fee bearing transition period, base period, and any earned award term periods:

Total Estimated Cost	[To be filled in at award]
Total Available Award Fee	[To be filled in at award]

(b) The Total Estimated Cost and Fee of the contract per year of performance, is as follows:

Transition Period:

Estimated Cost	[To be filled in at award]
Available Award Fee	0

Base Year 1 (TBD – September 30, 2016)

Estimated Cost	[To be filled in at award]
Available Award Fee	[To be filled in at award]

Base Year 2 (October 1, 2016 – September 30, 2017)

Estimated Cost	[To be filled in at award]
Available Award Fee	[To be filled in at award]

Base Year 3 (October 1, 2017 – September 30, 2018)

Estimated Cost	[To be filled in at award]
Available Award Fee	[To be filled in at award]

Base Year 4 (October 1, 2018 – September 30, 2019)

Estimated Cost	[To be filled in at award]
Available Award Fee	[To be filled in at award]

Base Year 5 (October 1, 2019 – September 30, 2020)

Estimated Cost	[To be filled in at award]
Available Award Fee	[To be filled in at award]

(c) Payment of fee will be made in accordance with the Performance Evaluation and Measurement Plan at Section J, Attachment I.

(d) If DOE determines that the Contractor has earned any Award Term beyond the base period, in accordance with the clause at Section F.5 entitled *Award Term Incentive*, the Parties have agreed that the estimated cost and maximum available annual award fee that may be earned by the Contractor shall be:

Award Year 1 (October 1, 2020 – September 30, 2021)

Estimated Cost	[To be filled in at award]
Available Award Fee	[To be filled in at award]

Award Year 2 (October 1, 2021 – September 30, 2022)

Estimated Cost	[To be filled in at award]
Available Award Fee	[To be filled in at award]

Award Year 3 (October 1, 2022 – September 30, 2023)

Estimated Cost	[To be filled in at award]
Available Award Fee	[To be filled in at award]

Award Year 4 (October 1, 2023 – September 30, 2024)

Estimated Cost	[To be filled in at award]
Available Award Fee	[To be filled in at award]

Award Year 5 (October 1, 2024 – September 30, 2025)

Estimated Cost	[To be filled in at award]
Available Award Fee	[To be filled in at award]

B.2 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (OCT 2014)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set for in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Clause C.1 DOE-C-2002 Performance Work Statement (OCT 2014).

Reports should be submitted in accordance with Section J, Attachment 1, Reporting Requirements and any other clauses which specify reporting requirements.

B.3 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 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.4 Requests for Provisional Payment of Fee

The Contractor may request provisional fee payments. The amounts, timing, and conditions of the provisional payments are subject to negotiation with and approval of the Contracting Officer.

Upon notification of DOE's determination of award fee earned, if the total amount of provisional fee paid exceeds the amount earned, the Contractor shall promptly refund the excess amount to the Government.

B.5 Provisional Payment of Fee (Acquisition Letter 2014-02)

(a) Notwithstanding any other term or condition of this contract to the contrary, this clause applies to and has precedence over all other terms and conditions of this contract that provide for provisional payment of fee.

(b) The Contractor must notify the Contracting Officer immediately if it believes any incongruence exists between this clause and any other term or condition of this contract that provides for provisional payment of fee. If a term or condition of this contract provides for provisional payment of fee but fails to include all of the requirements of this clause, that term or condition will be considered to include the omitted requirements.

(c) This clause conforms to the Federal Acquisition Regulation and Department of Energy fee policy and constructs. The following definitions and concepts apply.

(i) Price means cost plus any fee or profit applicable to the contract.

(ii) The terms profit and fee are synonymous.

(iii) Incentive means a term or condition whose purpose is to motivate the Contractor to provide supplies or services at lower costs, and in certain instances with improved delivery or technical performance, by relating the amount of profit or fee earned to the Contractor's performance.

(iv) Earned fee for an incentive means fee due the Contractor by virtue of its meeting the contract's requirements entitling it to fee. Earned fee does not occur until the Contractor has met all conditions stated in the contract for earning fee.

(v) Available fee for an incentive means the fee the Contractor might earn but has not yet earned.

(vi) Provisional payment of fee for an incentive means the Government's paying available fee for an incentive to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee.

(vii) Provisional payment of fee has no implications for the Government's eventual determination that the Contractor has or has not earned the associated available fee. Provisional payment of fee is a separate and distinct concept from earned fee. The Contractor could, for example, receive 100% of possible provisional fee payments yet not earn any fee (the Contractor would be required to return all of the provisional fee payments). The Contractor could, for example, receive 0% of possible provisional fee payments yet earn the entire amount of available fee (it would not receive any fee payments until the Government's determination that the Contractor had earned the associated available fee for the incentive).

(viii) Clause means a term or condition used in this contract.

(d) This contract's price, incentives included in its price, and all other terms and conditions reflect the Government's and the Contractor's agreement to link, to the maximum extent practical, the Contractor's earning of fee to its achievement of final outcomes rather than interim accomplishments.

(e) Certain terms and conditions of this contract provide for provisional payment of fee for certain incentives. Other terms and conditions of this contract provide for each such incentive the requirements the Contractor must meet to earn the fee linked to the incentive. The terms and conditions of this contract that provide for provisional payment of fee for certain incentives include for each such incentive the requirements the Contractor must meet before the Government is obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.

(f) The Contracting Officer, at his/her sole discretion, will determine if the Contractor has met the requirements under which the Government will be obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.

(g) If the Contracting Officer determines the Contractor has not met the requirements to retain any provisionally paid fee and notifies the Contractor, the Contractor must return that provisionally paid fee to the Government within 30 days:

(i) the Contractor's obligation to return the provisional paid fee is independent of its intent to dispute or its disputing the Contracting Officer's determination; and

(ii) if the Contractor fails to return the provisionally paid fee within 30 days of the Contracting Officer's determination, the Government, in addition to all other rights that accrue to the Government and all other consequences for the Contractor due to the Contractor's failure, may deduct the amount of the provisionally paid fee from: amounts it owes under invoices; amounts it would otherwise authorize the Contractor to draw down under a Letter of Credit; or any other amount it owes the Contractor for payment, financing, or other obligation.

(h) If the Contractor has earned fee associated with an incentive in an amount greater than the provisional fee the Government paid to the Contractor for the incentive, the Contractor will be entitled to retain the provisional fee and the Government will pay it the difference between the earned fee and the provisional fee.