

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

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 November 9, 2008 are as follows:

Total Available Research and Development Fee – Contract Base	
Period	
Period	Total Available Fee
October 1, 2008 through September 30, 2009	\$5,420,000
October 1, 2009 through September 30, 2010	\$5,420,000
October 1, 2010 through September 30, 2011	\$5,420,000
October 1, 2011 through September 30, 2012	\$5,420,000
October 1, 2012 through September 30, 2013	\$5,420,000

Total Available Construction Management Contracts Fee – Contract Base Period	
Period	
Period	Total Available Fee
October 1, 2008 through September 30, 2009	\$1,643,188
October 1, 2009 through September 30, 2010	\$669,514

Total Available Research and Development Fee – Contract Option	
Period	
Period	Total Available Fee
October 1, 2013 through September 30, 2014	\$5,420,000
October 1, 2014 through September 30, 2015	\$5,420,000
October 1, 2015 through September 30, 2016	\$5,420,000
October 1, 2016 through September 30, 2017	\$5,420,000
October 1, 2017 through September 30, 2018	\$5,420,000

- (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*, or other contract provisions

If available fee is adjusted as described above final available fee will be determined by applying the following ratio pro rated for the length of the performance period:

$$\frac{\text{Offeror's Proposed Fee}}{\$5,420,000} = \text{Fee Adjustment Ratio}$$

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.