

Table of Contents

A1. Identification of Parties	3
A2. Subcontract Issued Under Prime Contract.....	3
A3. Relationships	3
A4. General Purpose of the Subcontract	3
A6. Order of Precedence	3
A7. Agreement	3
A8. Signature.....	3
Section B - Supplies or Services and Prices	4
B1. Prices	4
B2. Firm Fixed Prices (FFP) (if applicable)	4
B3. Time and Materials (T&M) (if applicable).....	4
B4. Labor Hour (LH) (if applicable)	4
B5. Limitation of Liability for T&M and LH Subcontracts (Not applicable to FFP. Include if applicable to T&M and LH if FFDG wishes to fund less than the Ceiling Price. Use separate paragraph for each individual SLIN)	5
B6. Options (if applicable)	5
B7. Indefinite Delivery / Indefinite Quantity (IDIQ) (if applicable. For specific to various types of IDIQ Subcontracts. Not all the paragraphs will apply. Each paragraph must be considered separately).....	5
Section C - Description of Work	8
C1. Standards of Performance.....	8
C2. Technical Reports	8
C3. Conduct of Employees.....	8
C4. Statement of Work.....	8
Section D - Packaging and Marking	9
D1. Packaging and marking.....	9
Section E - Inspection and Acceptance	9
E1. Inspection and Acceptance.....	9
Section F - Deliveries or Periods of Performance	9
F1. Deliveries or Periods of Performance (include options if applicable and note which are options)....	9
Section G - Subcontract Administration Data	9
G1. Subcontract Administration	9
G2. Notification of Potential Changes	10
G3. Invoices	11
G3.2 Additional Invoice Documentation Required for Labor Hour Subcontracts	11
G4. Travel Expenses Reimbursable – Invoices	12
G5. Payment Schedule	12
G6. For Construction.....	12
G7. Closeout.....	13
H - Special Subcontract Requirements	13
H1. Small Business Subcontracting Plan	13
H2. FFDG Furnished U.S. Government Property	13
H3. Subcontractor Acquired Property (SAP) (use if the SAP is a deliverable of the subcontract)	13
H4. Disposition of U.S. Government Property.....	13

H5. Insurance	14
H6. Sub-Tier Subcontractors and Outside Associates and Consultants	14
H7. Warranties.....	14
H8. Supervision.	14
H9. Limitation of FFDG’s Obligation (if applicable)	14
H10. Additional Requirements.....	15
Section I - Subcontract Clauses	15
I1. General Clauses	15
Section J - List of Documents, Exhibits, and Other Attachments	16
J1. Incorporated Documents.....	16

Subcontract Number *fill in*
For *title of what is*
being bought **Between FFDG and**
Subcontractor

A1. Identification of Parties

This Subcontract is between Fermi Forward Discovery Group, LLC ("FFDG") and the party identified below as the Subcontractor ("Subcontractor").

A2. Subcontract Issued Under Prime Contract

This Subcontract is issued under Prime Contract No. 89243024CSC000002 between the United States Government ("Government"), represented by the Department of Energy ("DOE"), and FFDG for the management and operation of the Fermi National Accelerator Laboratory ("FNAL or Fermilab") and the performance of research and development work.

A3. Relationships

Nothing in this Subcontract shall be deemed as creating any relationship between FFDG and Subcontractor other than that of contractor and subcontractor or buyer and seller. Subcontractor shall not interpret any clause contained herein as being binding or purporting to bind the United States Government, its officers, or its agents.

A4. General Purpose of the Subcontract

The general purpose of this Subcontract is for *brief description of the goods or services*, as further described herein.

A5. Period of Performance

The base period of performance of this Subcontract is effective on *fill in* and shall continue through *fill in*.

A6. Order of Precedence

Any inconsistency in this Subcontract shall be resolved by giving precedence in the following order: Section A, B, D, E, F, G, H, I, C, J.

A7. Agreement

The parties agree to perform their respective obligations in accordance with the sections, terms and conditions, the documents referenced or incorporated herein, which constitute the entire Subcontract and shall supersede all prior negotiations, representations, or agreements, whether verbal or written.

A8. Signature

The parties have caused this Subcontract to be executed by their duly authorized agents by their signatures below.

Subcontractor**Fermi Forward Discovery Group, LLC (FFDG)**

fill in Subcontractor's name here

Signature:

Name:

Title:

Date:

Signature:

Name

Title:

Date:

Section B - Supplies or Services and Prices**B1. Prices**

The Subcontractor shall provide the supplies or services at the prices shown in the table below.

Subcontract Line Item Number (SLIN)	Description	Prices and Subcontract Type
1	<i>fill in</i>	<i>fill in</i>
2	<i>fill in</i>	<i>fill in</i>

B2. Firm Fixed Prices (FFP) *(if applicable)*

The Firm Fixed Prices are not subject to any adjustment by Subcontractor. Only the FFDG Procurement Specialist is authorized to change the Firm Fixed Prices.

B3. Time and Materials (T&M) *(if applicable)*

For the SLINs designated Time and Materials, the Subcontractor shall provide supplies and services at the fixed hourly labor rates shown in Attachment J- *fill in*. The fixed hourly labor rates include wages, overhead, general and administrative expenses, and profit. "Materials" means: (1) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Subcontractor under a common control; (2) Sub-tier subcontracts for supplies and incidental services for which there is not a labor category specified in the Subcontract; (3) Other direct costs (e.g., incidental services for which there is not a labor category specified in the Subcontract, travel, computer usage charges, etc.); and (4) Applicable indirect costs. The Subcontractor shall not exceed the Ceiling Prices shown in clause B1 Prices.

B4. Labor Hour (LH) *(if applicable)*

For the SLINs designated Labor Hour, the Subcontractor shall provide supplies and services at the fixed hourly labor rates shown in Attachment J- *fill in*. The fixed hourly labor rates include wages, overhead, general and administrative expenses, and profit. No materials are included in this Subcontract. The Subcontractor shall

not exceed the Ceiling Prices shown in the clause B1 Prices.

B5. Limitation of Liability for T&M and LH Subcontracts (Not applicable to FFP. Include if applicable to T&M and LH if FFDG wishes to fund less than the Ceiling Price. Use separate paragraph for each individual SLIN)

a. The funding presently allocated for payment to the Subcontractor:

For SLIN *fill in* \$*fill in*
For SLIN *fill in* \$*fill in*

For IDIQ Only

(This clause shall be included and will apply to each Task Order placed against this IDIQ Subcontract)

b. The funding presently allocated for payment to the Subcontractor *under this Task No. XX is \$XX*:

For SLIN *fill in* \$*fill in*
For SLIN *fill in* \$*fill in*

For T&M, LH, and IDIQ

c. The allocated funding amounts shall be the limit of FFDG's liability for all costs under the respective SLIN, any other clause to the contrary notwithstanding. The Subcontractor is not obligated to continue performance under this Subcontract or otherwise incur cost or expenses in excess of the allocated funding amounts. The Subcontractor shall notify FFDG in writing whenever it has reason to believe that the costs it expects to incur under this Subcontract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the allocated funding for a SLIN. FFDG Procurement can increase or decrease the amount of funding unilaterally by modifying the Subcontract or providing other written notice to the Subcontractor.

B6. Options (if applicable)

FFDG has the right to unilaterally exercise any or all the options shown in the table below. If FFDG exercises its unilateral rights to these options, such rights will be exercised by *fill in* (date for options will be exercised) or put in the table below to show when each option will be exercised. If FFDG exercises its unilateral right to exercise any or all the options, the deliveries or periods of performance shall be as described in Section F.

Subcontract Line Item Number (SLIN)	Option Description	Option Prices and Subcontract Type	Option Exercise Date
4	Option 1 <i>fill in</i>	<i>fill in</i>	<i>fill in</i>
5	Option 2 <i>fill in</i>	<i>fill in</i>	<i>fill in</i>
6	Option 3 <i>fill in</i>	<i>fill in</i>	<i>fill in</i>

B7. Indefinite Delivery / Indefinite Quantity (IDIQ) (if applicable. For specific to various types of IDIQ Subcontracts. Not all the paragraphs will apply. Each paragraph must be considered separately)

B7.1 Indefinite Delivery / Indefinite Quantity (IDIQ) [Reference: FAR 52.216-20 AND FAR 52.216-22]

a. This is an indefinite-delivery / indefinite-quantity Subcontract for the supplies and services specified in the Subcontract. The effective period is stated in the Subcontract. The quantities of supplies and services specified in the Subcontract are estimates only and are not purchased by this Subcontract.

b. Delivery or performance shall be made only as authorized by task orders issued in accordance with the

Ordering clause. The Subcontractor shall furnish to FFDG, when and if ordered, the supplies and services

specified in the Subcontract in accordance with the Ordering Limitations clause. FFDG shall order at least the quantity of supplies and services designated in the Subcontract as the “minimum.”

c. Except for any limitations on quantities in the Order Limitations clause or in the Subcontract, there is no limit on the number of task orders that may be issued. FFDG may issue task orders requiring delivery to multiple destinations or performance at multiple locations.

d. Any task order issued during the effective period of this Subcontract and not completed within that period shall be completed by the Subcontractor within the time specified in the task order. The Subcontract shall govern the Subcontractor’s and FFDG’s rights and obligations with respect to that task order to the same extent as if the task order were completed during the Subcontract’s effective period; provided that the Subcontractor shall not be required to make any deliveries or perform any supplies and services under this Subcontract more than 30 days after the end of the Subcontract’s effective period.

B7.2 Ordering [Reference: FAR 52.216-18]

a. Any supplies and services to be furnished under this Subcontract shall be ordered by issuance of task orders. Such task orders may be issued during the effective period stated in the Subcontract.

b. All task orders are subject to the terms and conditions of this Subcontract. In the event of conflict between a task order and this Subcontract, the Subcontract shall control.

c. Task orders may be issued by electronic commerce methods. Task orders may be issued orally only by the FFDG Procurement Specialist. If mailed, a task order is considered “issued” when FFDG deposits the task order in the mail.

See the examples below to be considered separately to each Task Order if they apply:

Task Orders

The number of Task Orders to be awarded under this Subcontract will depend upon the availability of funding and the guidelines as established by Exhibit B - Statement of Work. This Subcontract has a minimum guaranteed value of \$ *fill in* and a maximum total value of \$ *fill in*, but not a minimum or maximum number of Task Orders.

FFP Task Orders for Services

Each Subcontractor with an IDIQ Subcontract for *fill in* Services may submit a proposal for each Task Order that indicates the scope of the task, a list of proposed deliverables, date of review submittals, and the completion date for the task. These proposals will be in response to the request for proposal (RFP) provided by FFDG. Subcontractors shall propose a firm fixed price for a Task Order, using the direct labor rates in Exhibit B.

LH Task Orders

The Subcontractor’s Task Order proposal shall include proposed hours for each direct labor classification as listed in Subcontract, Exhibit *fill in*, Attachment *fill in*.

FFP - IDIQ

IDIQ Task Orders will be awarded on a firm fixed price basis in accordance with Exhibit A -Fermi Forward Discovery Group, LLC General Terms and Conditions for IDIQ Subcontracts for Services, Clause 2.

Reporting Requirements. (See Statement of Work)

B7.3 Ordering Limitations

- a. The total maximum Subcontract value, defined as the sum of Subcontractor payment streams associated with all task orders against this IDIQ Subcontract, shall not exceed the amount stated in the Subcontract.
- b. The minimum guaranteed task order(s) value for this IDIQ Subcontract award is stated in the Subcontract, provided that the subcontractor can demonstrate it has exercised due diligence and made its best efforts to secure an order.
- c. Other than the minimum guaranteed Subcontract value, FFDG has no obligation to issue task orders under this IDIQ Subcontract and all task orders are subject to the availability of funding.

B7.4 Procedures for Awarding Task Orders when Multiple IDIQ Subcontracts Exist *(If Applicable)*

- a. General. FFDG may have awarded more than one indefinite delivery/indefinite quantity (IDIQ) Subcontract for the work specified in the Statement of Work (SOW) of this Subcontract. FFDG may periodically issue task orders pursuant to the procedures set forth in the paragraphs below. The ordering procedures identified below will be used to select a subcontractor for a task order when there are multiple IDIQ Subcontracts for the scope of work.
- b. Subcontractor Task Order Selection Procedures. Subject to sub-paragraph f. below, FFDG will provide each subcontractor with an IDIQ Subcontract encompassing the same type of work a fair opportunity to be considered for any task order award. In selecting a subcontractor for a task order, FFDG may exercise discretion in developing subcontractor selection procedures, as long as it complies with the framework of the selection methods established below. FFDG reserves the right to adjust the selection process.
- c. Evaluation Factors. Formal evaluation plans and scoring of proposals are not required when selecting a subcontractor for consideration for a task order under an IDIQ Subcontract. FFDG may consider past performance, related experience, technical capabilities, the use of small business concerns for sub-subcontracting work, the proposed price, and any other order specific criteria in making its selection decision.
- d. Down-selections. FFDG may perform additional down-selections not specifically identified in the subcontractor selection methods described herein.
- e. Debriefs. FFDG will notify the unsuccessful subcontractor(s) they are no longer being considered for a task order and provide an opportunity for debriefings.
- f. Exceptions to Fair Opportunity. FFDG will provide each IDIQ subcontractor with the same scope of services fair opportunity to be considered for any task order award unless one of the following exceptions applies:
 - FFDG's need for the services (and related supplies) is so urgent that providing a fair opportunity would result in unacceptable delays;
 - Only one subcontractor is capable of providing services (and related services) required at the level of quality required because the supplies and services ordered are unique or highly specialized;

- The task order must be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under an IDIQ Subcontract, provided that all awardees were given a fair opportunity to be considered for the original task order; or
- It is necessary to place a task order to satisfy a minimum guarantee under an IDIQ Subcontract.

g. If FFDG and the selected subcontractor fail to reach agreement on the price, delivery, or other terms and conditions of a task order, FFDG may elect to issue a task order to another IDIQ subcontractor.

B7.5 Requirements for Subcontractor's Proposal for a Task Order

FFDG will issue a Request for Proposal (RFP) for each task order falling within the scope of this IDIQ Subcontract. The Subcontractor is responsible for the cost of preparing a proposal for a task order in the form and with the content specified in the RFP.

Section C - Description of Work

C1. Standards of Performance

The Subcontractor shall perform the work under this Subcontract by using its best efforts and know-how and its performance shall be accomplished in a workmanlike manner by qualified, careful and efficient personnel, in accordance with professional standards of care.

C2. Technical Reports

The Subcontractor shall prepare and submit to the Procurement Specialist and/or distribute, as directed by the Procurement Specialist, such reports concerning technical aspects of work under this Subcontract, in such quantity and form (including detail) and at such times, as may be specified in this subcontract, or as may otherwise be specified by the Procurement Specialist.

C.3 Conduct of Employees

The Subcontractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. The Subcontractor shall immediately remove from the work under this Subcontract any employee of the Subcontractor who, in the sole discretion of FFDG, is found to be unsatisfactory in technical performance or personal conduct.

C4. Statement of Work

The Subcontractor shall perform the work in accordance with the Statement of Work at Attachment J- *fill in.*

C4.1 Other Descriptions or Work (if applicable)

The Subcontractor shall perform the work in accordance with the fill in at Attachment J- *fill in.*

C4.2 Statement of Work (if applicable for IDIQ with Task Orders for services)

The Subcontractor shall, as may be requested by FFDG from time to time, furnish all materials, personal, facilities, support, and management necessary to provide under Task Order (s) placed against this

subcontract a wide range of *fill in* for project controls, risk management, and estimation support at FNAL, in accordance with FFDG Statement of Work entitled: *fill in*, dated *fill in*, Revision *fill in*, attached hereto and hereby made a part of this Subcontract, under Attachment *fill in*.

Section D - Packaging and Marking

D1. Packaging and Marking

Unless otherwise stated in the Subcontract, the Subcontractor shall adequately package and mark all material, drawings, or other items required under this Subcontract to prevent damage during shipment to FFDG.

Section E - Inspection and Acceptance

E1. Inspection and Acceptance

Inspection and acceptance shall be in accordance with the Statement of Work at Attachment J-*fill in* and applicable clauses per Section I. *fill*

Section F - Deliveries or Periods of Performance

F1. Deliveries or Periods of Performance *(include options if applicable and note which are options)*

Deliveries or periods of performance shall be in accordance with the following table.

Subcontract Line Item Number (SLIN)	Description	Delivery Dates or Periods of Performance	Delivery Terms
1			<i>e.g. F.O.B. FNAL</i>
2			<i>e.g. INCOTERMS 2010 – DDP FNAL</i>
3			

Section G - Subcontract Administration Data

G1. Subcontract Administration

a. FFDG's Procurement Specialist for this Subcontract is shown below. The Procurement Specialist or their designate is the only person authorized to make changes in the terms, conditions and requirements of this Subcontract or make modifications to this Subcontract including changes or modifications to the Statement of Work. The Subcontractor shall direct all notices and requests for approval required by this Subcontract to the Procurement Specialist at the following address:

FFDG Procurement Specialist *fill in PA's name*
Attention: Email: *fill in*
Phone: *fill in*

Fermi Forward Discovery
Group LLC Kirk Road & Wilson
Street

b. Any notices and approvals required by this Subcontract from FFDG to the Subcontractor shall be issued by the FFDG Procurement Specialist.

c. FFDG's Technical Representative for this Subcontract is shown below. The Technical Representative is the person designated to monitor the Subcontract work and to interpret and clarify the technical requirements of the Statement of Work. The Technical Representative is not authorized to make changes to the work or modify any of the terms and conditions, including the schedule and the pricing of this Subcontract.

FFDG Technical Representative

Attention: **TBD**

Email: **TBD**

Phone: **TBD**

Fermi Forward Discovery
Group, LLC Kirk Road & Wilson
Street

P.O. Box 500 – Mail Station
Batavia, IL 60510-0500

fill in Technical Representative's mail station

(For IDIQ Subcontracts, you could have multiple technical representatives designated. List them or consider adding language about how the subcontractor will know the Technical Representative for each order.)

d. Unless otherwise stated in the Subcontract, reports required by the Subcontract shall be separately submitted to the FFDG Procurement Specialist and the FFDG Technical Representative. Unless otherwise stated in the Subcontract, the reports shall be submitted by email.

G2. Notification of Potential Changes

The Subcontractor shall provide notification to FFDG of potential changes to this subcontract (including Task Orders). The primary purpose of this clause is to obtain prompt reporting by the Subcontractor of circumstances or FFDG actions that the Subcontractor considers to constitute a change to this Subcontract. The Subcontractor shall notify the FFDG Procurement Specialist in writing of any actions, inactions, or communications by FFDG that the Subcontractor regards as a potential change to the Subcontract. This notice requirement does not apply to formal change orders identified as such in writing and signed by the FFDG Procurement Specialist pursuant to the Subcontract's Changes clause. The Subcontractor shall provide the notice promptly, but no later than ten calendar days from the date that the Subcontractor identifies the potential change. Based on the most accurate information available to the Subcontractor, the notice shall state:

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each FFDG individual and Subcontractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose; and
- (5) The elements of Subcontract performance for which the Subcontractor may seek an equitable adjustment under this clause.

G3. Invoices

All invoices shall be emailed to apinvoices@fnal.gov (if desired, add) with a copy to the Procurement Specialist. The subject line of the email shall state the Subcontractor's name and the Subcontract number.

If the Subcontractor is unable to submit an invoice by email, it may submit the invoice to the following address:

FFDG Accounts Payable
Fermi National Accelerator Laboratory
P.O. Box 500 – Mail Station 112
Batavia, IL 60510

G3.1 General Invoice Requirements

Invoices shall be sent electronically to APINVOICES@FNAL.GOV.

Invoices shall contain the following information:

1. Subcontractor name as stated in the Subcontract
2. Remittance address
3. Telephone number and/or email address of person requesting payment
4. Subcontractor's statement that the invoice is correct
5. FFDG purchase order/subcontract number
6. Invoice number
7. Invoice date
8. Total invoice amount
9. Description, price, and quantity of materials, property, or services delivered or completed
10. For services: a detailed description of services provided and dates of service
11. For goods received: date shipped or date of delivery
12. Payment terms
13. Shipping terms and required documentation. A copy of pre-paid freight bill is required if charge is \$250 or more.
14. Other documentation as required by the Subcontract

G3.2 Additional Invoice Documentation Required for Labor Hour Subcontracts

All invoices for labor shall show the crafts and classifications furnished, and the consolidated number of hours worked by each craft and classification against each Job Order. Time shall be charged to the tenth of an hour. Consolidated invoices for labor and other costs submitted for payment shall be substantiated by individual daily job time cards showing the number of hours worked, approved by a representative of the technical section for whom the work is being accomplished, and should refer to the applicable Job Order number established by the Manager. Subcontractor shall maintain detailed, complete, and accurate accounting records on a Job Order basis.

G3.3 Special Invoice Requirements

- a. Submission of Invoices

- (1) Invoices for Routine Services: The invoice shall be submitted monthly by the 10th day of the following month. No partial payment requests will be considered for hours worked.
 - (2) Invoices for Special Services: The invoice shall be submitted monthly with a consolidated electronic spreadsheet which includes individual service invoices which reflect FFDG acceptance of the work. The spreadsheet shall reference the Subcontract number, area where such services were provided, a detailed description of services provided, hours worked, hourly rate, total price, name, mail station, phone number of requestors, and chargeable project/task code(s).
- b. All invoices shall be emailed to apinvoices@fnal.gov and to the Procurement Specialist at cindyb@fnal.gov. The subject line of the email shall state the Subcontractor's name and the Subcontract number.
 - c. All invoices shall include: Subcontract number; SLIN; Subcontractor's name (including business heading or logo); invoice date; unique invoice number; and remittance address; and should sufficiently identify and support the payment requested.

G4. Travel Expenses Reimbursable – Invoices

No foreign travel is anticipated for or kinder this subcontract. For domestic travel, actual travel expenses shall be reimbursable based upon FFDG/Fermilab's travel policy, which is based in part upon the Federal Travel Regulations (FTR), and only to the extent expended on Fermilab's requirements. Travel and expenses agreed to be necessary for the performance of duties will be reimbursed, not to exceed U.S. Government per diem rates. If an overnight stay is required, reimbursement for lodging and MIC (meals and incidental expenses) are limited to the GSA (Government Services Administration) rate in effect for where the traveler stays, not where the services are performed.

A link to the FTR page is as follows: <http://www.gsa.gov/travel-resources>

All invoices for travel shall provide the following information and documentation:

- a. Itemized cost by day for transportation (by kind of transportation): mileage; lodging; per diem; tips, and miscellaneous.
- b. Receipts for any cost over \$75.00.
- c. Documentation showing the travel was authorized by the subcontract in general or was authorized by FFDG specifically.

G5. Payment Schedule

- a. FFDG shall pay the Subcontractor, upon the submission of proper invoices in accordance with any requirements from the clauses referenced in Section I, the prices stipulated in this Subcontract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this Subcontract.
- b. The payment schedule for this Subcontract is incorporated as Attachment J- *fill in.*
(use if applicable, such as milestone payments, Performance Based Payments or progress payments for construction)

G6. For Construction

In accordance with Attachment J- **fill in**, FFDG General Terms and Conditions for Construction (08. 2025), Clause 2, FFDG will retain 10% on invoice payments until final completion and acceptance of the Subcontractor's work.

The construction progress schedule for this Subcontract for which payments may be invoice is incorporated as Attachment J- **fill in**. **A table of payments will be installed in the subcontract as agreed upon between FFDG and the successful Offeror.**

G7. Closeout

The Subcontractor shall, as a condition of full payment, assist FFDG after the completion of the work in accomplishing the administrative closeout of this Subcontract, including, as necessary or required, the furnishing of documentation and reports, the disposition of property, the disclosure of any inventions, the execution of any required assignment or release documents, the performance of any audits, and the settlement of any interim or disallowed costs.

H - Special Subcontract Requirements

(Tailor as needed. Some common examples are below. This is place for adding facilitating clauses that are specific to services, AE and construction that are not in the T&Cs provided by OGC. See the standard sets of H clauses for services, AE and construction)

H1. Small Business Subcontracting Plan

The Subcontractor's Small Business Subcontracting Plan is incorporated at Attachment J- **fill in**.

H.2 FFDG Furnished U.S. Government Property

FFDG will furnish the U.S. Government Property for use as required under this Subcontract as shown

in Attachment J- **fill in**.

Or

FFDG will not furnish any U.S. Government Property for use under this Subcontract.

H3. Subcontractor Acquired Property (SAP) (use if the SAP is a deliverable of the subcontract)

- The Subcontractor is authorized to acquire, fabricate, or provide the tangible personal property items identified in Attachment J- **fill in** for use under this Subcontract.
- The Subcontractor shall not acquire other tangible personal property for use under this Subcontract without the FFDG Procurement Specialist's advanced written approval.
- The Subcontractor shall notify the FFDG Procurement Specialist upon receipt of Subcontractor Acquired Property (SAP) listed in Attachment J- **fill in** and upon receipt of future authorized SAP acquisitions. These notices shall include a detailed description of each item to include the manufacturer, model & serial numbers, the quantity, the acquisition cost (including transportation and other related costs such as installation), dates of acquisition and receipt, and the specific location of the equipment (building and room numbers).

H4. Disposition of U.S. Government Property

All FFDG Furnished U.S. Government Property and Subcontractor Acquired Property (SAP) shall be identified, utilized, accounted for, and protected in accordance with the property clause(s) in the Subcontract.

Disposition

of such property shall be as directed by the FFDG Procurement Specialist. For such property, the Subcontractor shall submit, upon request, a completed *Final Property Certification* form, as incorporated herein or provided, confirming the property disposition.

H5. Insurance

The insurance requirements for this Subcontract are as shown in Attachment J- *fill in.*

H6. Sub-Tier Subcontractors and Outside Associates and Consultants

Sub-tier subcontractors and outside associates or consultants required by the Subcontractor in providing the services covered this Subcontract shall be limited to individuals or firms that are listed in Attachment J- *fill in.* The Subcontractor shall obtain the FFDG Procurement Specialist's written consent before making any substitution for these sub-tier subcontractors, associates, or consultants after the award of the Subcontract.

H7. Warranties

Warranties are as described in Attachment J- *fill in.*

Or

The warranties for this subcontract are: *fill in.*

H7. Key Personnel

It is understood and agreed that the Subcontractor's key personnel designated below are considered essential to the work being performed hereunder and shall not be reassigned or replaced without prior FFDG approval, except where such circumstances are beyond the reasonable control of the Subcontractor. The Subcontractor shall notify the FFDG Procurement Specialist 30 days in advance and shall submit justification (including proposed substitutions with resumes) to permit evaluation of the impact on the performance of this Subcontract.

NAME

TITLE

fill in

fill in

H8. Supervision

FFDG employees shall not direct or supervise Subcontractor's employees, either directly or indirectly. The Subcontractor is solely responsible for directing and supervising its employees.

H9. Limitation of FFDG's Obligation (if applicable)

- (a) Of the ceiling price of SLINs *fill in*, and *fill in*, for *fill in*, the amount currently allotted and available for payment is shown in the table below. It is anticipated that from time to time additional funds will be allotted until the ceiling price of each SLIN is allotted.
- (b) The Subcontractor agrees to perform work on the SLINs shown below up to the point at which, if the Subcontract is terminated for convenience, the total amount payable by FFDG (including amounts payable for lower-tier subcontracts and settlement costs), would in the exercise of reasonable judgment by the Subcontractor approximate the amount at the time allotted. FFDG is not obligated in any event to pay or reimburse the Subcontractor more than the amount allotted, anything in the Termination for Convenience clause to the contrary notwithstanding.

- (c)
- (1) Funds currently allotted are expected to cover the work to be performed as shown in the Table below.
 - (2) If the Subcontractor considers the funds allotted to be inadequate to cover the work until that date, or an agreed date substituted for it, the Subcontractor must notify FFDG in writing when, within the next 30 days, the work will reach a point at which, if the Subcontract is terminated for convenience, the total amount payable by FFDG (including amounts payable for lower-tier subcontracts and settlement costs), will approximate 85 percent of the amount then allotted.
 - (3) The notice shall state the expected date when the point in (c)(2) will be reached and the estimated amount of additional funds required to continue performance to the date in (c)(1) or an agreed substituted date.
 - (4) 30 days before the date in (c)(1) or an agreed substituted date, the Subcontractor must advise FFDG in writing of the estimated additional funds required for performance for a further period as may be specified in the Subcontract or otherwise agreed to by the parties.
 - (5) If after the notification in (c)(4), additional funds are not allotted by the date in (c)(1) or by an agreed substituted date, FFDG will, upon written request of the Subcontractor, terminate this Subcontract on that date or the date set forth in the request, whichever is later, pursuant to the Termination for Convenience clause.
- (d) When additional funds are allotted for continued performance, the parties shall agree on the period of performance covered by the funds. Paragraphs (b) and (c) above shall apply to the additional allotted funds and the substituted date pertaining to them, and the Subcontract shall be modified accordingly.
- (e) If the Subcontractor incurs additional costs or is delayed in performance solely because FFDG failed to allot sufficient additional funds, and if additional funds are allotted, an equitable adjustment shall be made in price (including target, billing, and ceiling prices and hourly rates where applicable) or in the time for delivery, or both.
- (f) FFDG may at any time before termination (and, after notice of termination, with the consent of the Subcontractor), allot additional funds for this Subcontract.
- (g) Nothing in this clause affects the rights of the FFDG to terminate this Subcontract under the Termination for Default and Termination for Convenience clauses.

Labor Hour SLINS	Allotted Amount	Expected to cover work thru
<i>TBD</i>	<i>\$TBD</i>	<i>TBD</i>
<i>TBD</i>	<i>\$TBD</i>	<i>TBD</i>

H10. Additional Requirements

Subcontractor compliance with all the orders, regulations, plans, manuals, and other directives listed in the Statement of Work and in the Incorporated Documents is a material term of this Subcontract.

Section I - Subcontract Clauses

I1. General Clauses

The general terms and conditions for this Subcontract are as listed in Attachments J- *fill in* through J- *fill in*. The clauses listed in those Attachments shall be applicable to this Subcontract as stated therein based on the value of

the Subcontract, the status of the Subcontractor, and the nature and location of the work. The Subcontractor shall flow down to sub-tier subcontractors the clauses as specified in those Attachments.

Section J - List of Documents, Exhibits, and Other Attachments

J1. Incorporated Documents

The following documents are incorporated as a part of this Subcontract. *(tailor the list as needed; some examples are shown)*

Number	Description/Title	Revision and/or Date
J-1	Statement of Work <i>fill in title</i>	
J-2	<i>Fill in the full name of the General Terms and Conditions document for this type of Subcontract exactly as provided by OGC. Use one J-x attachment for each set of terms and conditions.</i>	
J-3	Small Business Subcontracting Plan <i>if applicable</i>	
J-4	FFDG Furnished Government Property <i>if applicable</i>	
J-5	Listing of Property Authorized to Be Acquired under This Subcontract <i>if applicable</i>	
J-6	Milestone or Performance Based Payments Schedule <i>if applicable</i>	
J-7	Insurance Requirements <i>if applicable</i>	
J-8	Warranties <i>if applicable</i>	