COST PLUS FIXED FEE SUBCONTRACT FOR COMMERCIAL COMPANIES

JEFFERSON SCIENCE ASSOCIATES, LLC
628 HOFSTADTER ROAD SUITE 5
NEWPORT NEWS, VA 23606

Subcontractor:	**JSA Subcontract No.:**
	Subcontracting Officer:
Attention:	**Phone #: (757) 269-**
Street Address:	**Fax #: (757) 269-7057**
City, State, Zip	**E-Mail: @jlab.org**
Phone: Fax:	
E-Mail:	

Introduction

This is a cost-plus fixed fee (CPFF) subcontract for **[general description of the work],** as further described Article I. Statement of Work.

This Subcontract is between *Jefferson Science Associates, LLC, (hereinafter called "JSA" or "Contractor")* and **[Insert Name of Subcontractor]** (hereinafter called *"Subcontractor"*). The Subcontract is issued under Prime Contract No. DE-AC05-06OR23177 between JSA and the United States Department of Energy (hereinafter called "DOE").

Agreement

The parties agree to perform their respective obligations in accordance with the terms and conditions of Section I- Schedule of Articles for CPFF Subcontracts dated Feb 2008 and Section II- General Provisions for CPFF Subcontracts dated Feb 2008, and other documents included in the appendices, attachments or incorporated by reference, which together constitute the entire Subcontract and supercede all prior discussions, negotiations, representations, and agreements.

[INSERT SUBCONTRACTOR'S NAME]	**JEFFERSON SCIENCE ASSOCIATES, LLC**
By:_____	By: _____
Name: _____	Name: **Insert Typed Name**
Title: _____	Title: **Insert Title**
Date: _____	Date: _____

SECTION I-
SCHEDULE OF ARTICLES FOR CPFF SUBCONTRACTS (APR 2008)

ARTICLE I. Statement Of Work
ARTICLE II. Period of Performance
ARTICLE III. Estimated Cost, Fixed Fee and Limitations of Costs
ARTICLE IV. Reimbursement of Costs
ARTICLE V. Invoices and Payment
ARTICLE VI. Shipping Instructions
ARTICLE VII. Subcontract Administration
ARTICLE VIII. Key Personnel
ARTICLE IX. Report Requirements
ARTICLE X. JsA-Furnished and Subcontractor-Acquired Property
ARTICLE XI. Environment Safety and Health
ARTICLE XII. Travel Requirements
ARTICLE XIII. Rights To Proposal Data
ARTICLE XIV. Organizational Conflicts of Interest
ARTICLE XV. Incorporated Documents

ARTICLE I. STATEMENT OF WORK

A. The Subcontractor shall perform certain work generally described as and more fully described in (check ☒ the appropriate box below):

1. ☐ Included in Appendix I of this Subcontract, or/and as

2. ☐ Described Below

ARTICLE II. PERIOD OF PERFORMANCE

A. ☐ Applicable if the box at the left is checked "☒"

The work described in Article 1, Statement of Work, shall commence upon signature of this Subcontract by both parties and shall be completed on or before [Insert End Date].

B. ☐ Applicable if the box at the left is checked "☒"

The work described in Article 1, Statement of Work, shall commence upon signature of this Subcontract by both parties and shall continue in accordance with the following Milestone dates:

Milestone	Complete Date

☐ If the box at the left is checked "☒" A Milestone Schedule is included in Appendix III.

C. Cessation of Work

Neither party guarantees that the stated period of performance is sufficient for performance and completion of the work under this Subcontract, and the work shall cease on the last day mentioned above unless the Subcontract is modified to extend the period of performance for such period of time as is mutually agreed as appropriate for completion of the work described in the *Statement of Work*. Such an extension of time shall not be a basis for a claim for additional fee by the Subcontractor.

ARTICLE III. ESTIMATED COST, FIXED FEE AND LIMITATIONS OF COSTS

A. Estimate of Cost

1. The estimated cost of the work and all related obligations under this Subcontract is $.

2. The estimated cost of this subcontract may be increased or decreased by a written modification to this subcontract issued by JSA's Subcontracting Officer named in this subcontract.

3. Modifications shall not be considered as authorization to exceed the estimated cost unless they contain a statement exceeding the estimated cost. The parties recognize that the work described in the Statement of Work shall be performed on a no fee basis.

B. Fixed Fee

The fixed fee for the performance of the work under this subcontract is $. There shall be no adjustment in the amount of the Subcontractor's fixed fee by reason of differences between any estimate of cost for performance of the work under this subcontract and the actual cost for performance of that work. Subject to JSA's right to withhold the payment of fixed fee pursuant to the "Allowable Cost and Payment" clause contained herein, the fixed fee specified herein shall become due and payable in periodic installments (but not more frequently than once every month) in amounts based on the proportion of the work then completed as determined by JSA.

C. Limitation of Costs

Check the provision (1, 2, or 3) below that applies.

1. ☐ The estimated cost amount specified in paragraph A, above, is fully allocated to this Subcontract.

Pursuant to the *Limitation of Cost* clause of the General Provisions, the estimated cost amount specified in Article III. A., above, shall be the limit of JSA's liability for all costs under this Subcontract, any other provision to the contrary notwithstanding, and shall not be exceeded by the Subcontractor.

2. ☐ Full funding is not presently available for this subcontract- the amount presently allocated to this subcontract for the payment of allowable costs is $. This

Subcontract is incrementally funded and is subject to the *Limitation of Funds* clause of the General Provisions.

(a) The amount above covers the following work: [Describe what the work incrementally funded covers]

(b) It is contemplated that further allocation of funds, up to the total of estimated cost identified in paragraph A. above will be made by JSA by a written modification to this Subcontract.

(c) The Subcontractor shall notify JSA's Subcontracting Officer in writing at least five working days prior to stopping the work to avoid exceeding the funding amount specified above.

3. ☐ Funds are not presently available for this subcontract.

(a) JSA's obligation under this subcontract is contingent upon the availability of appropriated Government funds from which payment for subcontract purposes can be made.

(b) No legal liability on the part of JSA (and/or Government) for any payment may arise until funds are made available to the Subcontracting Officer for this subcontract and until the Subcontractor receives notice of such availability, to be confirmed in writing by the Subcontracting Officer.

4. ☐ Other Provision (describe)

ARTICLE IV. REIMBURSEMENT OF COSTS

A. Allowability

1. Costs incurred by the Subcontractor for performance of this Subcontract shall be allowable to the extent they are reasonable, allocable, and determined to be allowable in accordance with the requirements and provisions of this Subcontract and the cost principles and procedures of Subpart 31.2 of the Federal Acquisition Regulation (48 CFR Part 31.2), as modified by Subpart 931.2 the DOE Acquisition Regulation (DEAR) (48 CFR 931.2).

2. Nothing contained in this article shall authorize the Estimated Cost or funding amount stipulated in Article III. C to be exceeded.

3. Any audit conducted hereunder shall be in accordance with the provisions of this Subcontract and the cost principles and procedures specified in A.1, above. JSA will endeavor to arrange for any audit conducted hereunder to be performed by the cognizant government audit agency, through the DOE.

4. Items acquired under this Subcontract for the advancement of research are exempt from Commonwealth of Virginia Sales and Use Tax. The Sales and Use Tax Certificate of Exemption Registration Number is 10-203974952F-001.

5. The Subcontractor shall maintain, at all times while the work is in progress, current cost information adequate to reflect the cost of performance of this Subcontract and shall prepare and furnish to JSA such written estimates of cost and information in support thereof as the Contractor may request.

B. Payment

1. The Contractor will pay the Subcontractor for performance of this Subcontract, unless excluded or limited by other provisions of this Subcontract, the allowable direct costs incident to performance, plus the allocable portion of the allowable indirect costs of the Subcontractor.

2. Allowable and allocable costs shall be determined in accordance with the cost principles of the *Allowable Cost and Payment* clause of the General Provisions.

C. Provisional Indirect Costs Rates

1. Pending final audit and determination of indirect costs, the Subcontractor shall be paid in accordance with the following provisional indirect cost rates, which rates may be revised from time to time, but not more frequently than every six months, by a unilateral modification to this Subcontract, as recommended or approved by the cognizant government audit agency and accepted by JSA:

[Insert a table listing the rates by type & fiscal year]

2. When the actual indirect rates and costs have been determined pursuant to the provisions of this Subcontract and the cost principles and procedures specified in paragraph A.1 of this article, the difference between the actual indirect costs and the provisional payments shall be paid; provided, however, that any such payment shall not cause the estimated cost or funding amount stipulated in Article III. Estimated Cost, Fixed Fee and Limitations of Costs to be exceeded.

3. In no event shall JSA be obligated to reimburse the Subcontractor for any indirect costs in excess of that derived by application of the following ceiling rates, anything in this Subcontract to the contrary notwithstanding.

Type Indirect	**Rate**	**Base**
Overhead Ceiling Rate	%	
G&A Ceiling Rate	%	

D. Waiver of Facilities Capital Cost of Money

The Subcontractor is aware that facilities capital cost of money is an allowable cost but waives the right to claim it under this Subcontract.

ARTICLE V. INVOICES AND PAYMENT

A. Payments for Subcontract work shall be made monthly based on invoices submitted by the Subcontractor for work performed. Invoices shall bear the following certification signed by a responsible official of the Subcontractor:

"The undersigned certifies that the information set forth herein is true and correct and may be used as a basis for payment for work."

B. Invoices must identify the subcontract number, the period covered, and the total expenditures claimed for each of the following categories: salaries, fringe benefits, travel, materials and

supplies, equipment, subcontracts/consultants, other direct costs such as rent, when applicable, and indirect or Facility and Administration costs.

C. Invoices shall be mailed to:

Jefferson Science Associates, LLC
628 Hofstadter Road
Accounts Payable, Suite 4
Newport News, VA 23606

D. Reimbursement of overpayments shall be mailed to:

Jefferson Science Associates, LLC
628 Hofstadter Road
Accounts Receivable, Suite 4
Newport News, VA 23606

E. The Contractor will use its best efforts to process invoices for payment within 30 days of receipt; provided, however, that payments made more than 30 days after receipt of an invoice shall not be subject to penalty, interest, or late charges.

F. Invoices, which include the cost of property acquired by the Subcontractor at a cost of $5,000 or more shall include a description of the property and shall identify the assigned property number; the manufacturer; the Serial number and model number; the acquisition date; the unit price, quantity, and total cost of the property; and the location of the property.

ARTICLE VI. SHIPPING INSTRUCTIONS

A. All Shipments to Jefferson Lab shall be sent to the following address:

Jefferson Science Associates, LLC
12000 Jefferson Avenue
Newport News, VA 23606
Reference: Subcontract Number, SOTR

B. All shipments shall be F.O.B. Destination unless changed below by checking the applicable box "☒"

1. ☐ Shipments shall be F.O.B Origin

2. ☐ Other shipping terms are included below:

[List other shipping terms if applicable]

C. All shipments to Jefferson Lab shall be shipped via **[Complete desired method of shipment]**

D. Shipping Charges shall be for the account of the Subcontractor

E. Laboratory Closure Days

Jefferson Lab normally observes 11 days designated as JSA/Jefferson Lab holidays, and during the period between Christmas Eve and New Year's Day Jefferson Lab normally is closed. In addition, Laboratory management may close the Laboratory or modify operating hours at its discretion due to weather or other emergency. All subcontractor personnel will follow the holiday and closure schedule posted by JSA/Jefferson Lab at www.jlab.org/hr under "Resources - Holiday Calendar", except that Subcontractor may, upon prior approval of the JSA

Subcontracting Officer or designated representative, perform work on a holiday or closure day at Jefferson Lab. The following paragraphs apply if the box to the left is marked "☒".

☐ No items shipped under this subcontract will be received on holiday or closure days.

☐ Items delivered under this subcontract will be received on holiday or closure days except on weather or other emergency closure days.

☐ The subcontractor will not normally be required to provide services on holiday or closure days. The subcontractor shall factor cost savings resulting from the December shutdown into the base price of the subcontract.

☐ JSA/Jefferson Lab may request a price adjustment for savings resulting from services not performed on weather or other emergency closure days.

☐ The services to be provided on holiday or closure days are those specifically described in _____.

ARTICLE VII. SUBCONTRACT ADMINISTRATION

A. The Contractor's Subcontracting Officer for this Subcontract is *[Insert Name of Subcontracting Officer]* is the only person authorized to make changes in the requirements of this Subcontract or make modifications to this Subcontract, including changes or modifications to the Statement of Work and the Schedule. The Subcontractor shall direct all notices and requests for approval required by this Subcontract to the Subcontracting Officer at the following address:

Jefferson Science Associates, LLC
628 Hofstadter Road
Procurement Department, Suite 5 *Attention:* **[Insert Subcontracting Officer Name]**
Newport News, VA 23606

B. Any notices and approvals required by this Subcontract from the Contractor to the Subcontractor shall be issued by the Subcontracting Officer.

C. The Contractor's Subcontracting Officer's Technical Representative (SOTR) for this Subcontract is *[Insert SOTR Name]*. The SOTR 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 this Subcontract.

ARTICLE VIII. KEY PERSONNEL

A. The Subcontractor's Principal Investigator assigned to this work is ***[Insert Principle Investigator's Name]***. The Principal Investigator is considered "*Key Personnel*" as defined herein.

B. The personnel listed below and elsewhere in this subcontract are considered essential to the work being performed under this subcontract. Before removing, replacing, or diverting any of the listed or specified personnel, the Subcontractor must: (1) Notify the Subcontracting Officer reasonably in advance; (2) submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on this subcontract; and (3) obtain the Subcontracting Officer's written approval.

NAME	TITLE

C. Notwithstanding the foregoing, if the Subcontractor deems immediate removal or suspension of any of the listed or specified personnel is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity, the Subcontractor may remove or suspend such person at once, but must notify the Subcontracting Officer prior to or concurrently with such action.

D. The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the subcontract to add or delete personnel.

ARTICLE IX. REPORT REQUIREMENTS

A. The Subcontractor shall submit three copies of the Final and any intermediate reports to the Contractor's Procurement Representative (Subcontracting Officer) **or** Contractor's Technical Representative (SOTR), named in Article VII. Subcontract Administration upon completion of the work and, when the Subcontract contains milestone requirements, on the indicated milestone dates. When requested by the SOTR, the Subcontractor shall submit a draft copy of the final report for review prior to finalization. The Subcontracting Officer's Technical Representative (SOTR) need not approve the Subcontractor's reported conclusions of the research.

B. These instructions apply to all formal reports, including the Final report, required by the Subcontract. It does not apply to letter reports or reports specifically identified as Milestones in Period of Performance in this Subcontract as informal reports.

1. The Final Report shall contain a comprehensive summary of all work results and conclusions. All reports shall fairly and completely describe the efforts applied to and the results obtained toward achievement of objectives of the subcontract work. If an objective is not accomplished, such failure shall be fully documented and explained in the report.

2. Reports shall include the following elements: (a) a brief abstract of the report which describes the overall objectives and results; (b) a full statement of each objective and description of the effort performed and the accomplishments achieved; (c) a list of any publication or information release made of material developed or maintained through the performance of the subcontract; and (d) any other relevant information.

ARTICLE X. JSA-FURNISHED AND SUBCONTRACTOR-ACQUIRED PROPERTY

A. The Subcontractor shall acquire, and/or the Contractor shall furnish to the Subcontractor, the materials, equipment, supplies, and/or tangible personal property items identified below for use under this Subcontract. (Check ☒ all that apply)

1. Subcontractor Acquired Property

☐ There is no Subcontractor Acquired Property under this Subcontract.

☐ Subcontractor Acquired Property (to be reimbursed as a direct item of cost) is as follows:

[List/Describe, name, make, model, etc.]

2. JSA Furnished Property

☐ JSA will not furnish any Government Property to the Subcontractor.

☐ JSA will furnish Government Property to the Subcontractor listed in Appendix II.

☐ JSA will furnish Government Property to the Subcontractor listed below.

[List/Describe, name, make, model, etc.]

B. Purchase of equipment or other tangible personal property, which is not identified in the Subcontractor's Cost Proposal for this Subcontract and for which the Subcontractor is entitled to be reimbursed as a direct item of cost under this Subcontract, shall be approved in advance by the Contractor's Subcontracting Officer [or Procurement Representative].

C. All property furnished by the Contractor or acquired by the Subcontractor, as a direct cost under the Subcontract, title to which vests in the Government, shall be identified, controlled, and protected as required by the Government Property clause of the General Provisions of this Subcontract. Disposition of such property upon completion of this Subcontract shall be as directed by the Contractor's Subcontracting Officer [or Procurement Representative].

D. All property acquired by the Subcontractor or furnished by the Contractor under this Subcontract shall be used only for performing this Subcontract and shall not be utilized after the completion, expiration or termination of this Subcontract, for any reason, unless otherwise provided in this Subcontract or approved by the Subcontracting Officer or JLab Property Officer.

E. If the Contractor provides the Subcontractor property that is marked as "high risk property" for use under this award, the Subcontractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of this property in accordance with the policies, practices and procedures for property management contained in the DOE Property Management regulations (41 CFR 109-1.53). Title to all property marked as "high risk property" vests in the Government.

ARTICLE XI. ENVIRONMENT SAFETY AND HEALTH

A. This Article XI. is applicable for when the Subcontractor performs work at the Contractor's Site.

B. Subcontractor and its lower tier subcontractors shall comply with the Department of Energy's Worker Safety and Health Program regulation, 10 CFR 851, which enforces worker safety and health requirements including, but not limited to, JSA's Safety and Health Program approved by the Department of Energy. Violation of the provisions of 10 CFR 851 may subject Subcontractor and its lower tier subcontractors to penalties.

C. In addition to other ES&H requirements included in this Subcontract, the following requirements are hereby made a part of this Subcontract:

[Include additional ES&H requirements]

ARTICLE XII. TRAVEL REQUIREMENTS

A. All travel not included in the Subcontractor's Cost Proposal must be approved in advance by the Contractor.

B. All foreign travel must be approved in advance by the Contractor, even if the cost is included in the Subcontractor's Cost Proposal for this Subcontract.

ARTICLE XIII. RIGHTS TO PROPOSAL DATA

Except for technical data contained on pages [***Offeror/Subcontractor To Complete***] of the subcontractor's proposal dated [***Offeror/Subcontractor To Complete***] which are asserted by the Subcontractor as being proprietary data, it is agreed that, as a condition of the award of this Subcontract, and notwithstanding the provisions of any notice appearing on the proposal, the Contractor [JSA] shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this Subcontract is based.

ARTICLE XIV. ORGANIZATIONAL CONFLICTS OF INTEREST

A. Purpose

The purpose of this article is to ensure that the Subcontractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

B. Scope

The restrictions described herein shall apply to performance or participation by the Subcontractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Subcontractor") in the activities covered by this article as a prime Subcontractor, subSubcontractor, cosponsor, joint venturer, consultant, or in any similar capacity.

1. Use of Subcontractor's Work Product

(a) The Subcontractor shall be ineligible to participate in any capacity in JSA contracts, subcontracts, or proposals therefor (solicited and unsolicited) which stem directly from the Subcontractor's performance of work under this contract for a period of five years after the completion of this contract. Furthermore, unless so directed in writing by the JSA, the Subcontractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Subcontractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Subcontractor from competing for follow-on contracts for advisory and assistance services.

(b) If, under this subcontract, the Subcontractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Subcontractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The Subcontractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the JSA Procurement Official, in which case the restriction in this subparagraph shall not apply.

(c) Nothing in this paragraph shall preclude the Subcontractor from offering or selling its standard and commercial items to the Government or JSA.

2. Access to and use of information

(a) If the Subcontractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial or similar JSA information plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Subcontractor agrees that without prior written approval of the JSA Procurement

Official it shall not: (A) use such information for any private purpose unless the information has been released or otherwise made available to the public; (B) compete for work for the JSA or the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first; (C) submit an unsolicited proposal to the JSA or the Government which is based on such information until one year after such information is released or otherwise made available to the public; and (D) release such information unless such information has previously been released or otherwise made available to the public by the JSA or the Department.

(b) In addition, the Subcontractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(c) The Subcontractor may use technical data it first produces under this contract for its private purposes consistent within subparagraphs B., 2., a., (A) and (D) of this article and the patent, rights in data, and security provisions of this contract.

C. Disclosure after award

1. The Subcontractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the JSA Procurement Official. Such disclosure may include a description of any action which the Subcontractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The JSA may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the JSA.

2. In the event that the Subcontractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the JSA Procurement Official, the JSA may terminate this contract for default.

D. Subcontracts

1. The Subcontractor shall include an article, substantially similar to this article, including this paragraph, in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with 48 CFR (FAR) Part 13 and that involve performance of advisory and assistance services as that term is defined at 48 CFR (FAR) 37.201. The terms "subcontract," "Subcontractor," and "JSA Procurement Official" shall be appropriately modified to preserve the JSA and the Government's rights.

2. Prior to the award under this contract of any such subcontracts for advisory and assistance services, the Subcontractor shall obtain from the proposed subSubcontractor or consultant the disclosure required by 48 CFR (DEAR) 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the Subcontractor shall take actions to avoid, neutralize, or mitigate to the satisfaction of the Subcontractor the organizational conflict. If the conflict cannot be avoided or neutralized, the Subcontractor must obtain the approval of the JSA Procurement Official prior to entering into the subcontract.

E. Remedies

For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential, organizational conflict of interest at the time of or after award, the JSA may terminate the contract for default, disqualify the Subcontractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

F. Waiver

Requests for waiver under this article shall be directed in writing to the JSA Procurement Official and shall include a full description of the requested waiver and the reasons in support thereof.

ARTICLE XV. INCORPORATED DOCUMENTS

The following documents are hereby incorporated to this Subcontract as indicated by a checked box "☒").

a. ☐ Appendix I. - Statement of Work dated

b. ☐ Appendix II. - List of Contractor-Furnished Government Property dated

c. ☐ Appendix III. - Milestone Schedule dated

d. ☐ Appendix IV. - The following parts of Subcontractor's Cost Proposal dated :

[List page numbers, sections, etc.]

e. ☐ Appendix V. - Other Documentation Listed Below: