(NAME OF THE RFP) THE PROTON IMPROVEMENT PLAN II PROJECT (PIP-II)

Subcontract Number

SUBCONTRACT
PIP-II (NAME OF THE PROJECT) Between Fermi Forward Discovery Group, LLC and (VENDOR NAME)

Table of Contents

Section A - General Terms and Conditions **3**
A1. Identification of Parties 3
A2. Subcontract Issued Under Prime Contract 3
A3. Relationships 3
A4. General Purpose of the Subcontract 3
A5. Period of Performance 3
A6. Order of Precedence 3
A7. Agreement 3
A8. Signature 3

Section B - Supplies or Services and Prices **5**
B1. Prices 5
B2. Firm Fixed Prices (FFP) 5

B3. RESERVED **5**

B4. Milestone Payments **5**

Section C - Description of Work **5**
C1. Statement of Work 5

Section D – Packaging and Marking **5**
D1. Packaging and Marking 5

Section E - Inspection and Acceptance **5**
E1. Inspection and Acceptance 6

Section F - Deliveries or Periods of Performance **6**
F1. Periods of Performance 6

Section G - Subcontract Administration Data **6**
G1. Subcontract Administration 6
G2. Notification of Potential Changes 7
G3. Invoices 7
G4. Payment Schedule 8
G5. Closeout 8

Section H - Special Subcontract Requirements **8**
H1. FFDG Furnished U.S. Government Property 8

H2. Disposition of U.S. Government Property **8**
H3. Liability 8
H4. RESERVED 8
H5. Insurance 9
H6. RESERVED 9
H7. Additional Requirements 9

Section I - Subcontract Clauses **10**
I1. General Clauses 10

Section J - List of Documents, Exhibits, and Other Attachments **10**
Incorporated Documents 10

Subcontract Number
Subcontract for PIP-II (NAME OF THE RFP) Between Fermi Forward Discovery Group, LLC and (SUBCONTRACTOR NAME)

Section A - General Terms and Conditions

A1. Identification of Parties

This Subcontract is between Fermi Forward Discovery Group, LLC ("FFDG") and ---------- ("Subcontractor").

A2. Subcontract Issued Under Prime Contract

This Subcontract is issued under Prime Contract No. DE-AC02-07CH11359 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

This Subcontract is an award for (WHAT IS BEING PURCHASED) pursuant to the documents identified in Section J.

A5. Period of Performance

The base period of performance of this Subcontract is effective and pursuant to Section F1 as identified herein.

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)**

Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

Section B - Supplies or Services and Prices

B1. Prices

The Subcontractor shall provide the cavities in accordance with RFP # ------ Package, as amended, at the prices shown in the table below.

Subcontract Line Item Number (SLIN)	Description	Quantity	Unit Price
01			
TOTAL			

B2. Firm Fixed Prices (FFP)

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. RESERVED

B4. Milestone Payments

Milestone payments will be made as follows:

PO:	9/30/2024
Unit price:	----------
Total:	----------

Section C - Description of Work

C1. Statement of Work

The Subcontractor shall perform the work in accordance with the Specifications & Drawings as identified in Section J.

Section D – Packaging and Marking

D1. Packaging and Marking

Packing and Marking shall be in accordance with RFP #---------- Package documents and amendments as identified in Section J.

Section E - Inspection and Acceptance

E1. Inspection and Acceptance

Inspection and acceptance shall be in accordance with RFP # --------Package documents and all amendments as identified in Section J.

Section F - Deliveries or Periods of Performance

F1. Periods of Performance

Deliveries shall be in accordance with the following table.

Section G - Subcontract Administration Data

G1. Subcontract Administration

a. FFDG's Procurement Specialist for this Subcontract is indicated 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:

Email: ----------
Phone: 630-840-----------

Fermi Forward Discovery Group, LLC
Kirk Road & Wilson Street
P.O. Box 500 – Mail Station #210
Batavia, IL 60510-0500

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:

Email: - - - - - - - - - - - - -
Phone: 630-840---------

Fermi Forward Discovery Group, LLC
Kirk Road & Wilson Street
P.O. Box 500 – Mail Station #347
Batavia, IL 60510-0500

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 change requests to this Subcontract. The primary purpose of this clause is to obtain prompt reporting by the Subcontractor of circumstances, or of 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 this 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.

To the extent they impact the work performed under this Subcontract, changes in all applicable national, federal (or state) laws, statutes, ordinances, rules, regulations, approvals, licenses, or orders issued by government agencies and other regulatory bodies during the performance of this Subcontract entitles the Subcontractor to request an equitable adjustment to the price.

G3. Invoices

a. All invoices shall be emailed to apinvoices@fnal.gov with a copy to the FFDG Procurement Specialist and FFDG's Technical Representative. The email's subject line shall state the Subcontractor's name and the Subcontract number.

b. 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

c. Invoices shall contain the following information:

   1. Subcontractor name as stated in the Subcontract
   2. Remittance address
   3. Name of person requesting payment
   4. Telephone number and/or email address of person requesting payment
   5. Subcontractor's statement that the invoice is correct
   6. FFDG purchase order/subcontract number
   7. Invoice number
   8. Invoice date
   9. Total invoice amount

10. Description, price, and quantity of materials, property or services delivered or completed
11. For services: a detailed description of services provided and dates of service
12. For goods received: date shipped or date of delivery
13. Payment terms
14. Shipping terms and required documentation. A copy of the pre-paid freight bill is required if a charge is $250 or more.
15. Other documentation as required by the Subcontract

d. Payments shall be made in U.S. dollars, and no allowances shall be made for fluctuation in currency, if applicable.

G4. 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, less any deductions provided in this Subcontract.

b. Milestone Payment Schedule for this Subcontract is incorporated as specified in Section B4.

G5. 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.

Section H - Special Subcontract Requirements

H1. FFDG Furnished U.S. Government Property

Section J lists the Government Property to be received at the Subcontractor's facility during the period of performance. Notwithstanding any provision to the contrary in the General Terms and Conditions for Supplies, the Subcontractor is responsible for risk of loss for Government Property in its care, custody and control, pursuant to Section 6. Specifications Requirements, Deliverables, Timeline in the RFP document.

H2. 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 pursuant to Section 6, Specifications Requirements, Deliverables, Timeline in the RFP document. Disposition of such property shall be as directed by the FFDG Procurement Representative. For such property, the Subcontractor shall submit, upon request, a completed Final Property Certification form, as incorporated herein or provided, confirming the property disposition pursuant to the RFP documents.

H3. Liability

Subcontractor's total liability arising out of the entire contract provided by law or equity or other provision of the contract and irrespective of its legal reason is limited to a maximum amount not exceeding the 100% contract value. Indirect and/or consequential damages, such as loss of production or loss of profit, is, for any legal reason whatsoever excluded from Subcontractor's liability.

Subcontractor will be liable for damages due to their intentional conduct or gross negligence, patent indemnity or personal injuries caused by the Subcontractor, and those damages will not be limited in amount by this cause.

H4. RESERVED

H5. Insurance

There are no insurance requirements for this subcontract.

H6. RESERVED

H7. 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 Attachment J-3. The clauses listed in J-3 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 that Attachment.

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

Incorporated Documents

The following documents are incorporated as a part of this Subcontract.

Number	Description/Title	Revision and/or Date
J-1	RFP #-------- Package	
J-2	Amendments ----------	
J-3	General Terms and Conditions for Supplies	(03/2024)