Firm Fixed-Price Subcontract Purchase Order: [######] For Indefinite Delivery /Indefinite Quantity for [Type of Services] Covered Under the Davis-Bacon Act Between Fermi Forward Discovery Group, LLC and [Firm Name]

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 [type of 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 all labor, equipment, transportation, overhead, bonding costs, safety oversight, quality control oversight and supervision as required for [type of services] services, which may include but is not limited to: [list brief scope] as further described herein. Construction services under this Subcontract shall be administered via firm fixed price task orders issued against IDIQ Subcontract [######].

A.5 Period of Performance

The base period of performance of this Subcontract is effective upon full execution of the Subcontract on or around October 1, 2026 and goes through and including December 31, 2028. There are three, 1-year option periods available, which FFDG may unilaterally exercise prior to the expiration of the current Subcontract term. Please see Section B.2 for a listing of SLINs listing options.

A6. Order of Precedence

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

[Subcontractor Name]	**Fermi Forward Discovery Group, LLC**
Signature:	Signature:
Name:	Name
Title:	Title:
Date:	Date:

Section B - Supplies or Services and Prices

B1. Prices

The total value of all Task Orders issued under this Subcontract shall not exceed $XXXXXX.XX without the written approval of the FFDG Procurement Specialist. The anticipated ceiling amount for the two-year base period is $XXXXXX.XX. There is no guarantee that all options will be executed.

The Subcontractor shall provide the equipment or services at the prices shown in the tables attached (see Attachment J10) for all labor and equipment. Firm Fixed Price Task Orders will be derived from rates listed.

Pricing for these Task Orders shall be firm and fixed for the initial base period subcontract term and all option periods. The Task Orders shall be administered in accordance with the FFDG Construction Subcontract Terms and without adjustments for overhead, general and administrative expense, or profit.

The Subcontract Line Item for Roof Maintenance and Repair Services for the initial base year is shown below. Firm Fixed Price Task Orders shall be administered under Purchase Order [XXXXXX]. Firm Fixed Price work shall be issued with unique Purchase Orders that reference [XXXXXX].

Subcontract Line Item Number (SLIN)	**Description**	**Estimated Value**
1	Roof Maintenance and Repair Services – Base Period	$XXXXX.XX

B2. Options

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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 the dates outlined in the table below. If FFDG exercises its unilateral right to exercise any or all the options, the periods of performance shall be as described in Section F.

SLIN	Option Description	Annual Estimated Value	Option Exercise Date
2	General Construction Requirements (Option Period 1)	$XXXXX.XX	November 30, 2028
3	General Construction Requirements (Option Period 2)	$XXXXX.XX	November 30, 2029
4	General Construction Requirements (Option Period 3)	$XXXXX.XX	November 30, 2030

B3. Indefinite Delivery / Indefinite Quantity (IDIQ)

B3.1 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.

B3.2 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.

d. Task Orders deemed to be emergencies by FFDG may be issued by the FFDG T&M Technical Representative with the approval of a FFDG Procurement Specialist or Procurement Manager with procurement authority.

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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 $ ***1,000.00*** and a maximum total value of $ ***XXXXXX.XX***, but not a minimum or maximum number of Task Orders. The maximum total value includes the base term and all options, if exercised. There is no guarantee that all options will be executed.

B3.3 Requirements for Subcontractor's Proposal for a Firm Fixed Price 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.

B3.4 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.

B3.5 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. 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

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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 J6, and the unique statement of work at the task order level for Roof Maintenance and Repair Services.

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 J6 Statement of Work for General Construction Services and applicable clauses per Section I of this Subcontract.

Section F - Periods of Performance

F1. Periods of Performance

Periods of performance shall be in accordance with the following table.

Subcontract [XXXXXX] Line Item Number (SLIN)	Description	Periods of Performance
001	Roof Maintenance and Repair Services - Base Period	October 1, 2026 (or date of award) – December 31, 2028
002	Roof Maintenance and Repair Services – Option Period 1	January 1, 2029 – December 31, 2029
003	Roof Maintenance and Repair Services – Option Period 2	January 1, 2030 – December 31, 2030
004	Roof Maintenance and Repair Services – Option Period 3	January 1, 2031 – December 31, 2031

Section G - Subcontract Administration Data

G1. Subcontract Administration

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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
Attention: Danielle Amico
Email: damico@fnal.gov
Phone: (630) 840-3207

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: Gabe Quiles
Email: gquiles@fnal.gov
Phone: (630) 840-4159

Fermi Forward Discovery Group, LLC
Kirk Road & Wilson Street
P.O. Box 500 – Mail Station 312
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 changes to this Subcontract. 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 (10) 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;

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(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.

a. 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 master IDIQ purchase order/subcontract task order 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

G4. Payment Schedule

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.

G5. For Construction

In accordance with Attachment J1, 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.

G6. 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.

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H - Special Subcontract Requirements

H1. Small Business Subcontracting Plan

This subcontract is being awarded to a small business as a result of a small business set aside; no small business subcontracting plan is required.

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. 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.

H3. Construction Wage Rate Determinations

The most current Construction Wage Rate Determinations in effect for the base period are included in attachments [JX]. New wage determinations for option periods will be incorporated if/when an option is exercised.

In accordance with J1 Fermi Forward Discovery Group, LLC General Terms and Conditions for Construction Clause 17 incorporating Federal Acquisition Regulation (FAR) 52.222-8, the Subcontractor shall provide weekly payroll submissions to FFDG. The current FFDG platform for payroll submissions is the LCP Tracker https://prod.lcptracker.net/. Subcontractor will be supplied access to the LCP Tracker within 30 days of Subcontract award.

Subcontractor's sub-tier suppliers are required to submit certified payroll through the LCP Tracker portal.

H4. Insurance and Bond Requirements

The insurance requirements for this Subcontract are incorporated in J2, Insurance Requirements for Construction Subcontracts.

The bond requirements for this Subcontract are incorporated in J1. Fermi Forward Discovery Group, LLC General Terms and Conditions for Construction, Clause 15. A Payment Bond is incorporated in J6 and Performance Bond is incorporated in J7 of this Subcontract.

- Payment Bonds: When a Task Order of $35,000 or greater is issued or increased, the Subcontractor will be required to furnish FFDG with a Payment Bond (FL-42) based on the Task Order price, in a form and with sureties satisfactory to FFDG within ten calendar days.

- Performance Bonds: When a Task Order of $150,000 or greater is issued or increased, the Subcontractor will be required to furnish FFDG with a Performance Bond (FL-40) based on the Task Order price, in a form and with sureties satisfactory to FFDG within ten calendar days.

H5. 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.

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H6. Additional Requirements

Subcontractor compliance with all the orders, regulations, plans, manuals, and other directives listed in the Incorporated Document J3, J4, and J5. All other documents that are incorporated into this Subcontract are 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 J1. Fermi Forward Discovery Group, LLC General Terms and Conditions for Construction (08/2025). The Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses listed in J1 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 general terms and conditions.

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

J1. Incorporated Documents

The following documents are incorporated in this Subcontract.

Number	Description/Title	Revision and/or Date
J1	Fermi Forward Discovery Group, LLC General Terms and Conditions for Construction	08/2025
J2	Insurance Requirements for Construction Subcontracts	01/2025
J3	Section 010010 FFDG General Requirements	03/2025
J4	Section 013100 FFDG ES&H Requirements	04/2025
J5	Section 014100 Quality Requirements	10/2025
J6	Statement of Work for Roof Maintenance and Repair Services	07/20/2026
J7	FL-42 Payment Bond, SF25A	01/07/2025
J8	FL-40 Performance Bond, SF25	01/07/2025
J9	SF1413 Statement and Acknowledgement	10/2023
J10	Subcontractor Pricing Sheet	
J11	Subcontractor Annual Representations & Certifications (SARC)	Rev. 8
J12	PUR-466 Proposal Certifications	Rev. 5, 10/14/2025
J13	General Decision No. IL20260008 dated 05/18/2026	Mod. 2

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