Part I – The Schedule

Section B

Supplies or Services and Prices/Costs

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B–1 Designation of Work and Facilities

The Government expressly engages the Contractor to manage and perform work and services, and to manage, operate and maintain the facilities of the Department of Energy (DOE) both as described in this Contract and as designated in writing from time to time by DOE, including the utilization of information, material, funds, and other property of DOE, the collection of revenues, and the acquisition, sale or other disposal of property for DOE subject to the limitations as hereinafter set forth. The Contractor undertakes and promises to exert its best efforts to manage and perform said work and services and to manage, operate, and maintain said facilities, upon the terms and conditions herein provided and in accordance with such directions and instructions not inconsistent with this Contract which DOE may deem necessary to give to the Contractor from time to time. In the absence of applicable directions and instructions from DOE, the Contractor will use its best judgment, skill and care in all matters pertaining to the performance of this Contract.

[M1067]

B–2 Obligated Funds

The total amount of funds presently obligated by the Government with respect to this Contract is $31,976,220,055.33. Such amount may be increased or decreased in accordance with Contract clause 970.5232-4 "Obligation of Funds."

[1687]

B–3 Estimated Fee Base and Total Available Performance Fees

a) The total available fee for the fiscal years outlined in Table B.1 shall be made available in accordance with the Section I clause, DEAR 970.5215-1, entitled, "Total Available Fee: Base Fee Amount and Performance Fee Amount (Dec 2000) Alternate II (Dec 2000) Alternate IV (DEC 2000)." The maximum performance fee for each fiscal year may be earned by the Contractor in accordance with the provisions of Section J, Appendix E entitled, "Performance Evaluation and Measurement Plan," for the performance of the work under this Contract commencing October 1, 2022, are as follows:

Table B.1

* Subject to possible deduction related to Key Personnel retention, see b) below.

Fiscal Year (FY)	Estimated Fee Base	Performance Fee Available
FY 23	$1.345B	$13.5M *
FY 24	$1.345B	$13.5M *
FY 25	$1.345B	$13.5M
FY 26	$1.345B	$13.5M
FY 27	$1.345B	$13.5M

b) The key personnel listed in Section I, DEAR 952.215-70 Key Personnel, commit to PNNL through September 30, 2024. Battelle is subject to forfeiture of up to $300K of fee in Fiscal Years 2023 and 2024 if it removes, replaces or diverts any of the key personnel listed without Department of Energy concurrence.

c) At the end of each fiscal year, there shall be no adjustment in the amount of the maximum available performance fee based on differences between any estimate of cost for performance of the work and the actual cost for performance of the work. Fee is subject to adjustment only –
   1. under the provisions of the "Changes" clause, DEAR 970.5243-1;
   2. for a +/- 10 percent change in the Estimated Fee Base;
   3. for failure to meet key personnel retention commitments; or
   4. the mutual agreement of the Parties that a fee adjustment is required.

[1665]

B-4 Payment of Provisional Performance Fee

The Contractor may, subject to the approval of the Contracting Officer, be paid provisional performance fee payments consistent with the provisions of the Section I Clause entitled, "DEAR 970.5232-2 – Payments and Advances." The Contractor shall promptly refund to the Government any amount of provisional performance fee paid that exceeds the amount of performance fee earned.

[M1067]