

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 28
2. AMENDMENT/MODIFICATION NO. 228	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 13EM000201	5. PROJECT NO. (If applicable)
6. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601	7. ADMINISTERED BY (If other than Item 6) Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MISSION SUPPORT ALLIANCE, LLC Attn: JENNIFER JAHNER POST OFFICE BOX 650 RICHLAND WA 993523562		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 010605464	FACILITY CODE	X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-09RL14728	10B. DATED (SEE ITEM 13) 04/28/2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers is extended, is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Not Applicable

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: I.102 FAR 52.243-2 Changes - Cost Reimbursement Alt 1 (a)(1) and by mutual agreement.
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification definitizes MSA Proposal entitled "Unassigned Underground Injection Control Proposal Submission" as described in MSA Letter MSA-1202373, dated June 12, 2012, and in Section C.2.1.7.

As reflected in the Changes Pages (Attachment 1) the estimated costs for FY 2012 is increased by \$55,495 and FY 2013 increased by \$67,000 . Total available fee for FY 2012 is increased by \$3,171 and available fee for FY 2013 is increased by \$3,829. Total contract price is increased by \$129,495 from \$3,214,304,108.99 to \$3,214,433,603.99.

A conformed Section B is included as Attachment 2. The list of affected Underground Injection Control wells is included as Attachment 3

Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <i>Jennifer Jahner</i>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <i>Timothy E. Corbett</i>
15B. CONTRACTOR/OFFEROR <i>Jennifer Jahner</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA <i>Timothy E. Corbett</i> (Signature of Contracting Officer)
15C. DATE SIGNED 10/31/12	16C. DATE SIGNED 11/1/12

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC06-09RL14728/228

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NAME OF OFFEROR OR CONTRACTOR
MISSION SUPPORT ALLIANCE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This modification does not add additional obligated funds to the contract as the work is incrementally funded. Accordingly, work under the Contract, such as described herein, must be performed within the amount of funds which have been allotted to the contract in accordance with Clause I.82 FAR 52.232.22 - Limitation of Funds (Apr 1984).</p> <p>By signature on this modification, the Contractor agrees to the following Contractor's Statement of Release:</p> <p>In consideration of this Modification 228 agreed to herein as complete equitable adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this modification.</p> <p>There are no other changes to the terms and conditions of the contract.</p> <p>Period of Performance: 05/26/2009 to 05/25/2014</p>				

The following revisions are included with this modification:

Section B, Clause B.4, Table B.4-1 Contract Cost and Contract Fee

from:

Table B.4-1, Contract Cost and Contract Fee			
Contract Period <i>Year of Contract Performance</i>	Elements of Estimated Contract Cost and Contract Fee		
	Estimated Contract Cost (a)	Available Fee (b)	Contract Price (c)
Transition Period*	\$6,203,827	-0-	\$6,203,827
<i>*Transition Period Costs are included in FY2009 costs</i>			
Base Period			
<i>Fiscal Year 2009</i>	\$34,394,723	\$1,964,317	\$36,359,040
<i>Fiscal Year 2010</i>	\$315,386,158	\$20,422,025	\$335,808,183
<i>Fiscal Year 2011</i>	\$302,702,219	\$26,164,766	\$328,866,985
<i>Fiscal Year 2012</i>	\$306,590,415	\$21,223,747	\$327,814,162
<i>Fiscal Year 2013</i>	\$352,831,582	20,819,901	\$373,651,483
<i>Fiscal Year 2014</i>	\$201,383,729	TBD BY DOE	TOTAL
Total Base Period	\$1,513,288,826	\$103,228,818	\$1,616,517,644
Option Period(s)			
Option Period 1			
<i>Fiscal Year 2014</i>	\$99,947,352	TBD BY DOE	TOTAL
<i>Fiscal Year 2015</i>	\$309,286,059	TBD BY DOE	TOTAL
<i>Fiscal Year 2016</i>	\$293,574,838	TBD BY DOE	TOTAL
<i>Fiscal Year 2017</i>	\$195,271,088	TBD BY DOE	TOTAL
Total Option Period 1	\$898,079,337	TBD BY DOE	TOTAL
Option Period 2			
<i>Fiscal Year 2017</i>	\$97,329,936	TBD BY DOE	TOTAL
<i>Fiscal Year 2018</i>	\$298,584,407	TBD BY DOE	TOTAL
<i>Fiscal Year 2019</i>	\$195,249,695	TBD BY DOE	TOTAL
Total Option Period 2	\$591,164,038	TBD BY DOE	TOTAL
Total Option Period(s)	\$1,489,243,375	\$105,703,886	\$1,594,947,261
Transition, Base & Option Periods	Contract Cost	\$3,002,532,201	
	Available Fee	\$208,932,704	
	Contract Price	\$3,211,464,905	

TO:

Table B.4-1, Contract Cost and Contract Fee			
Contract Period <i>Year of Contract Performance</i>	Elements of Estimated Contract Cost and Contract Fee		
	Estimated Contract Cost (a)	Available Fee (b)	Contract Price (c)
Transition Period*	\$6,203,827	-0-	\$6,203,827
*Transition Period Costs are included in FY2009 costs			
Base Period			
<i>Fiscal Year 2009</i>	\$34,394,723	\$1,964,317	\$36,359,040
<i>Fiscal Year 2010</i>	\$315,386,158	\$20,422,025	\$335,808,183
<i>Fiscal Year 2011</i>	\$302,702,219	\$26,164,766	\$328,866,985
<i>Fiscal Year 2012</i>	\$306,645,910	\$21,226,918	\$327,872,828
<i>Fiscal Year 2013</i>	\$352,898,582	20,823,730	\$373,722,312
<i>Fiscal Year 2014</i>	\$201,383,729	TBD BY DOE	TOTAL
Total Base Period	\$1,513,411,321	\$103,235,818	\$1,616,647,139
Option Period(s)			
Option Period 1			
<i>Fiscal Year 2014</i>	\$99,947,352	TBD BY DOE	TOTAL
<i>Fiscal Year 2015</i>	\$309,286,059	TBD BY DOE	TOTAL
<i>Fiscal Year 2016</i>	\$293,574,838	TBD BY DOE	TOTAL
<i>Fiscal Year 2017</i>	\$195,271,088	TBD BY DOE	TOTAL
Total Option Period 1	\$898,079,337	TBD BY DOE	TOTAL
Option Period 2			
<i>Fiscal Year 2017</i>	\$97,329,936	TBD BY DOE	TOTAL
<i>Fiscal Year 2018</i>	\$298,584,407	TBD BY DOE	TOTAL
<i>Fiscal Year 2019</i>	\$195,249,695	TBD BY DOE	TOTAL
Total Option Period 2	\$591,164,038	TBD BY DOE	TOTAL
Total Option Period(s)	\$1,489,243,375	\$105,703,886	\$1,594,947,261
Transition, Base & Option Periods	Contract Cost	\$3,002,654,696	
	Available Fee	\$208,939,704	
	Contract Price	\$3,211,594,400	

Clause B.4, Table B.4-2.b

From

Total Contract Estimated Costs and Fee	
Total Contract Cost (Tables B-4.1 & B-4.2 combined)	\$3,005,224,372.99
Total Available Fee (Table B-4.1)	\$208,932,704.00
Total Available Fixed Fee (Tables B-4.2.a and 4.2.b)	\$147,032.00
Total Contract Price	\$3,214,304,108.99

To

Total Contract Estimated Costs and Fee	
Total Contract Cost (Tables B-4.1 & B-4.2 combined)	\$3,005,346,867.99
Total Available Fee (Table B-4.1)	\$208,939,704.00
Total Available Fixed Fee (Tables B-4.2.a and 4.2.b)	\$147,032.00
Total Contract Price	\$3,214,433,603.99

Table B.4-2.3 Available Fee Distribution

From:

Table B.4-3, Available Fee Distribution (excluding Table B.4-2.a and Table B.4-2.b above)					
Contract Period					
<i>Year of Contract Performance</i>	Available Fee as originally Awarded	Fee associated with contract changes	Total Available Fee	Available Fee Earned & Paid	Fee Forfeited
Base Period					
<i>Fiscal Year 2009</i>	\$1,948,268	\$16,049	\$1,964,317		
<i>Fiscal Year 2010</i>	\$20,261,987	\$160,038	\$20,422,025	\$19,332,431 ¹	\$3,053,911
<i>Fiscal Year 2011</i>	\$25,327,484	\$837,282	\$26,164,766	\$23,956,349	\$2,208,417
<i>Fiscal Year 2012</i>	\$21,275,349	(\$51,602)	\$21,223,747	TBD	TBD
<i>Fiscal Year 2013</i>	20,261,987	\$557,914	20,819,901	TBD	TBD
<i>Fiscal Year 2014</i>	TBD	\$399,201	TBD	TBD	TBD
Total Base Period	\$101,309,935	\$1,918,882	\$103,228,818	\$43,288,780	\$5,262,328
Option Period(s)					
Option Period 1					
<i>Fiscal Year 2014</i>	TBD	\$141,750	TBD	TBD	TBD
<i>Fiscal Year 2015</i>	TBD	\$538,821	TBD	TBD	TBD
<i>Fiscal Year 2016</i>	TBD	\$554,118	TBD	TBD	TBD

<i>Fiscal Year 2017</i>	TBD	\$345,038	TBD	TBD	TBD
Total Option Period 1	TBD	\$1,579,727	TBD	TBD	TBD
Option Period 2					
<i>Fiscal Year 2017</i>	TBD	\$153,958	TBD	TBD	TBD
<i>Fiscal Year 2018</i>	TBD	\$507,584	TBD	TBD	TBD
<i>Fiscal Year 2019</i>	TBD	\$368,927	TBD	TBD	TBD
Total Option Period 2	TBD	\$1,030,469	TBD	TBD	TBD
Total Option Period(s)	\$103,093,690	\$2,610,196	\$105,703,886	TBD	TBD
Total Base & Option Periods	\$204,403,625	\$4,529,078	\$208,932,704	\$43,288,780	\$5,262,328

To:

Table B.4-3, Available Fee Distribution (excluding Table B.4-2.a and Table B.4-2.b above)					
Contract Period <i>Year of Contract Performance</i>	Available Fee as originally Awarded	Fee associated with contract changes	Total Available Fee	Available Fee Earned & Paid	Fee Forfeited
<i>Fiscal Year 2009</i>	\$1,948,268	\$16,049	\$1,964,317		
<i>Fiscal Year 2010</i>	\$20,261,987	\$160,038	\$20,422,025	\$19,332,431 ¹	\$3,053,911
<i>Fiscal Year 2011</i>	\$25,327,484	\$837,282	\$26,164,766	\$23,956,349	\$2,208,417
<i>Fiscal Year 2012</i>	\$21,275,349	(\$48,431)	\$21,226,918	TBD	TBD
<i>Fiscal Year 2013</i>	20,261,987	\$561,743	20,823,730	TBD	TBD
<i>Fiscal Year 2014</i>	TBD	\$399,201	TBD	TBD	TBD
Total Base Period	\$101,309,935	\$1,925,882	\$103,235,818	\$43,288,780	\$5,262,328
Option Period(s)					
Option Period 1					
<i>Fiscal Year 2014</i>	TBD	\$141,750	TBD	TBD	TBD
<i>Fiscal Year 2015</i>	TBD	\$538,821	TBD	TBD	TBD
<i>Fiscal Year 2016</i>	TBD	\$554,118	TBD	TBD	TBD
<i>Fiscal Year 2017</i>	TBD	\$345,038			
Total Option Period 1	TBD	\$1,579,727	TBD	TBD	TBD
Option Period 2					
<i>Fiscal Year 2017</i>	TBD	\$153,958	TBD	TBD	TBD
<i>Fiscal Year 2018</i>	TBD	\$507,584	TBD	TBD	TBD
<i>Fiscal Year 2019</i>	TBD	\$368,927	TBD	TBD	TBD
Total Option Period 2	TBD	\$1,030,469	TBD	TBD	TBD
Total Option Period(s)	\$103,093,690	\$2,610,196	\$105,703,886	TBD	TBD
Total Base & Option Periods	\$204,403,625	\$4,536,078	\$208,939,704	\$43,288,780	\$5,262,328

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT

This is a performance-based Cost-Plus-Award Fee Contract for services to directly support the environmental clean-up mission at the U.S. Department of Energy (DOE) Hanford Site, with a fee structure that provides a strong financial motivation for the Contractor to furnish safe, compliant, cost-effective and energy-efficient services.

B.2 ITEM(S) BEING ACQUIRED

The Contractor shall, in accordance with the terms of this Contract, provide the personnel, equipment, materials, supplies, and services and do all things necessary for, or incident to, providing its best efforts to manage, operate, and deliver mission support services.

B.3 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Obligation of Funds. Pursuant to the Section I Clause entitled, *FAR 52.232-22, Limitation of Funds*, total funds in the amount of \$1,070,489,165.97 have been allotted for obligation and are available for payment of services provided from the effective date of this Contract through September 30, 2013.
- (b) Availability of Funds. Except as may be specifically provided in the Section I Clause entitled, *DEAR 952.250-70, Nuclear Hazards Indemnity Agreement*, the duties and obligations of DOE hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.

B.4 CONTRACT COST AND CONTRACT FEE

This Section establishes the estimated Total Contract Cost and Contract Fee. Within Table B.4-1:

- (a) *Contract Period* is defined as the *Transition Period, Base Period, and Option Period(s)* (if exercised) described in the Section F Clause entitled, *Period of Performance*.
- (b) *Estimated Contract Cost* (Column (a)) is defined as all costs initially proposed by the Contractor for base statement of work and contract changes.

- (c) *Available Fee (Column (b))* is defined as the maximum amount of fee that may be earned under the Contract by Contract period. *Contract Price (Column (c))* is the sum of columns (a) and (b), in each year of Contract performance.
- (d) *Total Contract Cost* is defined as the cumulative *Estimated Contract Cost* for all Contract periods.
- (e) *Total Available Fee* is defined as the cumulative *Available Fee* for all Contract periods.
- (f) *Total Contract Price* is defined as the sum of *Total Contract Cost* and *Total Available Fee*.
- (g) *Estimated Contract Cost, Contract Price, and Available Fee* by Fiscal Year will be adjusted annually by the Contracting Officer upon approval of the *Performance Measurement Baseline* and whenever changes affecting the table are made under the Section I Clause entitled, *Changes – Cost Reimbursement*.

Table B.4-1, Contract Cost and Contract Fee			
Contract Period <i>Year of Contract Performance</i>	Elements of Estimated Contract Cost and Contract Fee		
	Estimated Contract Cost (a)	Available Fee (b)	Contract Price (c)
Transition Period*	\$6,203,827	-0-	\$6,203,827
<i>*Transition Period Costs are included in FY2009 costs</i>			
Base Period			
<i>Fiscal Year 2009</i>	\$34,394,723	\$1,964,317	\$36,359,040
<i>Fiscal Year 2010</i>	\$315,386,158	\$20,422,025	\$335,808,183
<i>Fiscal Year 2011</i>	\$302,702,219	\$26,164,766	\$328,866,985
<i>Fiscal Year 2012</i>	\$306,645,910	\$21,226,918	\$327,872,828
<i>Fiscal Year 2013</i>	\$352,898,582	20,823,730	\$373,722,312
<i>Fiscal Year 2014</i>	\$201,383,729	TBD BY DOE	TOTAL
Total Base Period	\$1,513,411,321	\$103,235,818	\$1,616,647,139
Option Period(s)			
Option Period 1			
<i>Fiscal Year 2014</i>	\$99,947,352	TBD BY DOE	TOTAL
<i>Fiscal Year 2015</i>	\$309,286,059	TBD BY DOE	TOTAL
<i>Fiscal Year 2016</i>	\$293,574,838	TBD BY DOE	TOTAL
<i>Fiscal Year 2017</i>	\$195,271,088	TBD BY DOE	TOTAL
Total Option Period 1	\$898,079,337	TBD BY DOE	TOTAL
Option Period 2			
<i>Fiscal Year 2017</i>	\$97,329,936	TBD BY DOE	TOTAL
<i>Fiscal Year 2018</i>	\$298,584,407	TBD BY DOE	TOTAL
<i>Fiscal Year 2019</i>	\$195,249,695	TBD BY DOE	TOTAL
Total Option Period 2	\$591,164,038	TBD BY DOE	TOTAL
Total Option Period(s)	\$1,489,243,375	\$105,703,886	\$1,594,947,261

Transition, Base & Option Periods	Contract Cost	\$3,002,654,696
	Available Fee	\$208,939,704
	Contract Price	\$3,211,594,400

¹ TBD by DOE within the cells of Table B.4-1 is the amount of *Available Fee* DOE allocates from the proposed available fee in accordance with the Section B Clause entitled, *Fee Structure*.

Table B.4-2.a defines the estimated contract price for work performed as part of Section C.2.5.3 Portfolio Management that is ordered by task order. Each task order is individually priced. The amounts defined in Table B.4-2 do not invoke the provisions of Clause B-5 for fee adjustments as fee is determined on each task order.

Table B.4-2.a, Task Order Cost and Contract Fee for Portfolio Management Task Orders (PMTO)			
Contract Period <i>Year of Contract Performance</i>	Elements of Estimated Contract Cost and Contract Fee		
	Estimated Contract Cost (a)	Estimated Fixed Fee (b)	Contract Price (c)
Base Period			
<i>Fiscal Year 2009</i>	\$39,763.00	\$0	\$39,763.00
<i>Fiscal Year 2010</i>	0	0	0
<i>Fiscal Year 2011</i>	\$375,846.68	\$24,911.00	\$400,757.68
<i>Fiscal Year 2012</i>	\$260,729.31	\$933.00	\$261,662.31
<i>Fiscal Year 2013</i>	398,725.00	TBD	398,725.00
<i>Fiscal Year 2014</i>	TBD	TBD	TBD
Total Base Period	\$1,075,063.99	\$25,844.00	\$1,100,907.99
Contract Cost	\$1,075,063.99		
Total Available Fixed Fee	\$25,844.00		
Total PMTO Price	\$1,100,907.99		

Table B.4-2.b defines the estimated contract price for work performed under the Statement of Work Section C.3.8 Work for Others (WFO) in accordance with DEAR 970.5217-1 and DEAR 970.5232-6. This table also includes the estimated contract price for additional work within the general scope of the contract ordered by and authorized through a Request for Service (RFS). Each Request for Service order for additional work within the general work scope of the contract is individually priced. The amounts defined in Table B.4-2.b do not invoke the provisions of Clause B-5 for fee adjustments as fee is determined on each RFS or WFO.

Table B.4-2.b, Request for Service and WFO			
Contract Period <i>Year of Contract Performance</i>	Elements of Estimated Contract Cost and Contract Fee		
	Estimated Contract Cost (a)	Estimated Fixed Fee (b)	Contract Price (c)
Base Period			
<i>Fiscal Year 2009</i>	\$0	\$0	0
<i>Fiscal Year 2010</i>	\$0	\$0	0
<i>Fiscal Year 2011</i>	\$0	\$0	\$0
<i>Fiscal Year 2012</i>	\$1,617,108.00	\$121,188.00	\$1,738,296
<i>Fiscal Year 2013</i>	TBD	TBD	TBD
<i>Fiscal Year 2014</i>	TBD	TBD	TBD
Total Base Period	\$1,617,108.00	\$121,188.00	\$1,738,296
Estimated Contract Costs			
		\$1,617,108.00	
Total Available Fixed Fee			
		\$121,188.00	
Total RFS and WFO Price			
		\$1,738,296.00	
Total Contract Estimated Costs and Fee			
Total Contract Cost (Tables B-4.1 & B-4.2 combined)		\$3,005,346,867.99	
Total Available Fee (Table B-4.1)		\$208,939,704.00	
Total Available Fixed Fee (Tables B-4.2.a and 4.2.b)		\$147,032.00	
Total Contract Price		\$3,214,433,603.99	

Table B.4-3 delineates the Total Available Fee distribution as fee allocations, contract definitization, and final fee determinations are made for each fiscal year.

Table B.4-3, Available Fee Distribution (excluding Table B.4-2.a and Table B.4-2.b above)					
Contract Period					
<i>Year of Contract Performance</i>	Available Fee as originally Awarded	Fee associated with contract changes	Total Available Fee	Available Fee Earned & Paid	Fee Forfeited
Base Period					
<i>Fiscal Year 2009</i>	\$1,948,268	\$16,049	\$1,964,317		
<i>Fiscal Year 2010</i>	\$20,261,987	\$160,038	\$20,422,025	\$19,332,431 ¹	\$3,053,911
<i>Fiscal Year 2011</i>	\$25,327,484	\$837,282	\$26,164,766	\$23,956,349	\$2,208,417
<i>Fiscal Year 2012</i>	\$21,275,349	(\$48,431)	\$21,226,918	TBD	TBD
<i>Fiscal Year 2013</i>	20,261,987	\$561,743	20,823,730	TBD	TBD
<i>Fiscal Year 2014</i>	TBD	\$399,201	TBD	TBD	TBD
Total Base Period	\$101,309,935	\$1,925,882	\$103,235,818	\$43,288,780	\$5,262,328
Option Period(s)					
Option Period 1					
<i>Fiscal Year 2014</i>	TBD	\$141,750	TBD	TBD	TBD
<i>Fiscal Year 2015</i>	TBD	\$538,821	TBD	TBD	TBD
<i>Fiscal Year 2016</i>	TBD	\$554,118	TBD	TBD	TBD
<i>Fiscal Year 2017</i>	TBD	\$345,038	TBD	TBD	TBD
Total Option Period 1	TBD	\$1,579,727	TBD	TBD	TBD
Option Period 2					
<i>Fiscal Year 2017</i>	TBD	\$153,958	TBD	TBD	TBD
<i>Fiscal Year 2018</i>	TBD	\$507,584	TBD	TBD	TBD
<i>Fiscal Year 2019</i>	TBD	\$368,927	TBD	TBD	TBD
Total Option Period 2	TBD	\$1,030,469	TBD	TBD	TBD
Total Option Period(s)	\$103,093,690	\$2,610,196	\$105,703,886	TBD	TBD
Total Base & Option Periods	\$204,403,625	\$4,536,078	\$208,939,704	\$43,288,780	\$5,262,328

¹ Fee for August 24, 2009 to September 30, 2009 performance was combined with the FY 2010 Final Fee Determination.

B.5 CHANGES TO CONTRACT COST AND CONTRACT FEE

(a) Funding.

- (1) DOE intends to obligate funding to the Contract in accordance with the *Contract Price* shown by fiscal year in Table B.4-1, *Contract Cost and Contract Fee*. The Contractor shall not be entitled to an equitable adjustment to *Available Fee* if the funding guidance by fiscal year is within 10% of the amount shown in Table B.4-1.

- (2) Pursuant to Section C.3.1.2.3, DOE will provide annual funding guidance to the Contractor. The Contractor shall then develop an Integrated Priority List (IPL) in accordance with the funding guidance. The Contractor shall submit the IPL for DOE approval. Within 60 days of the DOE approval of the IPL, the Contractor shall, unless directed otherwise by the Contracting Officer, submit proposals consistent with the approved IPL work scope, projected Work for Others, and annual forecast of services from Other Hanford Contractors (OHC) to adjust the *Contract Price* and/or Schedule in accordance with the Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement, Alternates II, III, and IV*.

(b) Performance Risk.

- (1) Changes to *Total Available Fee* will accurately reflect the corresponding changes to the Contract with respect to performance risk as determined by DEAR 915.404-4-70, *DOE structured profit and fee system* and implemented by the profit-analysis factors defined in FAR 15.404-4, *Profit*. Accordingly, changes to the Contract resulting in an increase or decrease to the Contractor's performance risk as defined in FAR 15.404-4(d)(1), shall cause a proportionate increase or decrease to the *Total Available Fee*.
- (2) If performance risk changes, the Contracting Officer may initiate a change or consider a request for equitable adjustment to the *Contract Price* and/or Schedule in accordance with the Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement, Alternates II, III, and IV*.

B.6 BASIS FOR TOTAL AVAILABLE FEE

The cost basis for *Total Available Fee* shall be the *Total Contract Cost*, excluding:

- (a) Pass-through funding provided to other contractors for Hanford Site services identified in the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*;
- (b) Costs associated with Work-for-Others performed under the Section I Clause entitled, *DEAR 970.5217-1, Work-for-Others Program*;
- (c) Costs associated with sponsorship, management, administration and/or contributions for Legacy Plans (set forth in the Section H Clause entitled, *Employee Compensation: Pay and Benefits*) administered under this Contract; and
- (d) Costs associated with sponsorship, management, administration and/or contributions for any defined benefit pension plan.

B.7 FEE STRUCTURE

- (a) The Contracting Officer reserves the unilateral discretion to allocate between 15 percent (%) and 25% of the *Available Fee* for the *Base Period* and *Option Period(s)* (if exercised), to each fiscal year as described in this Clause; and as adjusted in the Section

B Clause entitled, *Changes to Contract Cost and Contract Fee*. The Contractor will have the opportunity to earn 100% of the *Available Fee*, as adjusted, within a Contract period.

- (b) The *Available Fee* shown in Table B.4-1, Contract Cost and Contract Fee, can be earned through objective fee components and/or subjective fee components. The performance measures for these components and the *Available Fee* for the period allocated to the fiscal year are provided in the Section J Attachment entitled, *Performance Evaluation and Measurement Plan* (PEMP). The PEMP may contain annual and multi-year performance measures.
- (1) *Available Fee* for the period allocated to annual performance measures may only be earned in that fiscal year. Allocated *Available Fee* for the fiscal year not earned in the fiscal year for an annual performance measure is unavailable and not payable to the Contractor. The Contractor forfeits any rights to unearned fee. The Contracting Officer reserves the unilateral discretion to determine how any unearned fee will be utilized.
 - (2) *Available Fee* for the period allocated to fiscal years for multi-year performance measures may be earned incrementally or upon final fee determination. Allocated *Available Fee* not earned for a multi-year performance measure is unavailable and not payable to the Contractor. The Contractor forfeits any rights to unearned fee. The Contracting Officer reserves the unilateral discretion to determine how any unearned fee will be utilized.
 - (3) *Provisional Fee* is defined as *Available Fee* that is paid contingently during an annual performance period. *Provisional Fee* may become earned fee upon the final fee determination.
 - (4) *Incremental Fee* is defined as *Available Fee* that the Contractor may earn by achieving a specific, fee-bearing, performance measure event.
 - (5) Individual performance measures may require the Contractor to exceed approved baseline performance to earn 100% of the fee allocated to that performance measure.
- (c) The Contracting Officer will prepare and issue performance measures prior to the start of each fiscal year. The Contracting Officer may provide draft performance measures for Contractor review and input; however, the Contracting Officer reserves the unilateral discretion to issue the performance measures without Contractor review.

B.8 FEE DETERMINATION AND PAYMENT

- (a) Fee earned under this Contract will be paid in accordance with the specific criteria defined in the PEMP and the Clauses in Section B. Monthly provisional payments of fee may be authorized by the Contracting Officer and will be made in accordance with paragraph (b) of this Clause.
- (b) For annual performance measures that do not have specific, incremental, fee-bearing performance measure events, the Contractor may request Contracting Officer approval to execute a monthly draw of *Provisional Fee* payments from the Special Financial Institution Account. The Contractor may request a monthly *Provisional Fee* payment of up to 7.5% of fee allocated to such performance measures, subject to a maximum payment of 80% of fee allocated to such performance measures, and also subject to withholding by DOE as described in paragraphs (e) and (f) of this Clause.
- (c) The Contractor shall request Contracting Officer acceptance of a specific, incremental, fee-bearing performance measure event. Following Contracting Officer acceptance of a specific, incremental, fee-bearing performance measure event, the Contractor may request Contracting Officer approval to execute a draw of *Incremental Fee* from the Special Financial Institution Account, subject to withholding by the Contracting Officer as described in paragraphs (e) and (f) of this Clause and the Section B Clause entitled, *Fee Reductions*.
- (d) At the end of each year of Contract performance, the Fee Determining Official will make a final *Fee Determination* using the PEMP described in the Section B Clause entitled, *Fee Structure*. In the event that fee overpayment results from the *Provisional Fee* payments provided for in this Clause, the Contractor shall reimburse the unearned fee overpayment within 30 days of notification, to the Contracting Officer payable with interest in accordance with the Section I Clause entitled, *FAR 52.232-17, Interest*.
- (e) Withholding of *Incremental* and *Provisional Fee* Payments for adverse Contract Performance.
 - (1) Withholding of *Incremental* and *Provisional Fee* Payments. If the Contractor demonstrates adverse performance, the Contracting Officer reserves the unilateral discretion to withhold *Incremental* and *Provisional Fee* Payments. Withheld Fee Payments are not subject to interest for the amount(s) of the withheld fee payment(s) under 5 CFR 1315, *Prompt Payment*.
 - (2) Release of Withheld *Incremental* and *Provisional Fee* Payments. The Contracting Officer may release withheld *Incremental* and *Provisional Fee* Payments and resume making *Incremental* and *Provisional Fee* Payments when the Contractor demonstrates sustained recovery in performance.

- (f) Withholding of *Incremental* and *Provisional Fee* Payments for bankruptcy or other issues with guarantor company(ies).⁴
- (1) Withholding of *Incremental* and *Provisional Fee*. In order to assure the Contractor's ability to repay any *Incremental* and *Provisional Fee* Payments that are determined to be in excess of the total fee earned, the Contracting Officer reserves the unilateral discretion to discontinue *Incremental* and *Provisional Fee* payments, in the event that a guarantor company files bankruptcy, is acquired by other owners, or impacted by other events that arise with the Contractor's guarantor company(ies) that can jeopardize DOE's ability to recover excess *Incremental Payment* and *Provisional Fee* Payments. Withheld Fee Payments are not subject to interest for the amount(s) of the withheld fee payment(s) under 5 CFR 1315, *Prompt Payment*.
 - (2) Release of Withheld *Incremental* and *Provisional Fee* Payments. Following receipt of evidence that bankruptcy or other issues do not affect the ability of the Contractor to continue to perform the obligations under the Contract, the Contracting Officer may release all *Incremental* and *Provisional Fee* Payments and resume making *Incremental* and *Provisional Fee* Payments.

B.9 FEE REDUCTIONS

- (a) All earned fee in each year of Contract performance is subject to reductions imposed by the terms and conditions of this Contract, including, but not limited to:
- (1) Section B Clause entitled, *Fee Determination and Payment*;
 - (2) Section B Clause entitled, *Small Business Subcontracting Fee Reduction*;
 - (3) Section B Clause entitled, *DEAR 970.5215-3, Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Alternate II) [DEVIATION]*;
 - (4) Section B Clause entitled, *Conditional Payment of Fee (CPOF) DOE Richland Operations Office Site-Specific Performance Criteria/Requirements*;
 - (5) Section E Clause entitled, *FAR 52.246-3, Inspection of Supplies – Cost Reimbursement*;
 - (6) Section E Clause entitled, *FAR 52.246-5, Inspection of Services – Cost Reimbursement*;
 - (7) Section H Clause entitled, *Key Personnel*;
 - (8) Section H Clause entitled, *Safety and Security Key Personnel*;

⁴ Guarantor Company(ies) is defined as the company(ies) executing the performance guarantee (s) in Section H Clause entitled, *Performance Guarantee Agreement*.

- (9) Section I Clause entitled, FAR 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity;
 - (10) Section I Clause entitled, FAR 52.215-11, Price Reduction for Defective Cost or Pricing Data – Modifications;
 - (11) Section I Clause entitled, FAR 52.215-13, Subcontractor Cost or Pricing Data – Modifications;
 - (12) Section I Clause entitled, FAR 52.243-2, Changes – Cost Reimbursement.
- (b) The maximum fee reduction in any one (1) year of Contract performance is the allocated *Available Fee*, as defined in the Section J Attachment entitled, *Performance Evaluation and Measurement Plan*, that can be earned in the year the event occurred.

B.10 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION

- (a) For the purpose of implementing this Clause, the percentage goals established in the Section J Attachment entitled, *Small Business Subcontracting Plan*, will remain in effect for the duration of the Contract, except as modified in accordance with the Section B Clause entitled, *Changes to Contract Cost and Contract Fee*. The Contractor shall submit annual updates to the narrative elements of the *Small Business Subcontracting Plan* by December 31 of each year.
- (b) The Contractor's performance in meeting small business performance percentage goals in accordance with the Section H Clause entitled, *Self-Performed Work*, providing meaningful involvement for small businesses, and entering into the required Mentor-Protégé Agreement(s) will be evaluated after the:
- (1) Three year period concluding at the end of the 3rd year of Contract performance;
 - (2) Two year period concluding at the end of the 5th year of Contract performance; and, if the *Option Period(s)* is exercised;
 - (3) If *Option Period 1* is exercised -- two year period concluding at the end of the 7th year of Contract performance; and
 - (4) At the end of the Contract period of performance.
- (c) The Contracting Officer will consider the Contractor's performance in meeting small business percentage goals and entering into the required Mentor-Protégé Agreement(s) when making a decision on the *Option Period(s)* authorization.

- (d) If the Contractor has not met any or all of the subcontracting goals, has failed to provide meaningful involvement for small business, and/or has failed to enter into the required Mentor-Protégé Agreement(s) during the above specified periods, the Contracting Officer may reduce the earned fee by an amount up to 10% of total earned fee in each period of the four (4) multi-year periods described above.
- (e) At Contract completion, the total amount of fee reduction for failure to meet its subcontracting goals shall be offset by any amount of liquidated damages assessed in accordance with the Section I Clause entitled, *FAR 52.219-16, Liquidated Damages – Subcontracting Plan*. The fee reduction amount will be a unilateral determination by the Contracting Officer and a permanent reduction in the earned fee under this Contract.
- (f) Any reduction for failure to meet the requirements of the Section H Clause entitled, *Mentor-Protégé Program* shall be in addition to any liquidated damages assessed in accordance with the Section I Clause entitled, *FAR 52.219-16, Liquidated Damages – Subcontracting Plan*. The fee reduction amount will be a unilateral determination by the Contracting Officer and a permanent reduction in the earned fee under this Contract.

B.11 ALLOWABILITY OF SUBCONTRACTOR FEE

- (a) If the Contractor is part of a teaming arrangement as described in FAR Subpart 9.6, *Contractor Team Arrangements*, the team shall share in the *Total Available Fee* as shown in Table B.4-1. Separate additional subcontractor fee is not an allowable cost under this Contract for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, majority-owned, or affiliate of any team member.
- (b) The subcontractor fee restriction in paragraph (a) does not apply to members of the Contractor's team that are: (1) small business(es); (2) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause entitled, *Mentor-Protégé Program*; (3) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, *Definitions of Words and Terms*.

B.12 DEAR 970.5215-3, CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES – FACILITY MANAGEMENT CONTRACTS (ALTERNATE II) (JAN 2004) [DEVIATION]

- (a) General.
 - (1) The payment of earned fee, fixed fee, profit, or share of cost savings under this Contract is dependent upon:

- (i) The Contractor's or Contractor employees' compliance with the terms and conditions of this Contract relating to environment, safety, health and quality (ESH&Q), which includes worker safety and health, including performance under an approved Integrated Safety Management System (ISMS); and
 - (ii) The Contractor's or contractor employees' compliance with the terms and conditions of this Contract relating to the safeguarding of Restricted Data and other classified information.
 - (2) The ESH&Q performance requirements of this Contract are set forth in its ESH&Q terms and conditions, including the DOE-approved Contractor ISMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ESH&Q compliance.
 - (3) The performance requirements of this Contract relating to the safeguarding of Restricted Data and other classified information are set forth in the Section I Clause entitled, *FAR 52.239-1, Privacy or Security Safeguards (AUG 1996)*, and *DEAR 970.5204-2, Laws, Regulations, and DOE Directives*, as well as in other terms and conditions.
 - (4) If the Contractor does not meet the performance requirements of this Contract relating to ESH&Q or to the safeguarding of Restricted Data and other classified information during any performance evaluation period established under the Contract, otherwise earned fee, fixed fee, profit or share of cost savings may be unilaterally reduced by DOE.
- (b) Reduction Amount.
- (1) The amount of earned fee, fixed fee, profit, or share of cost savings that may be unilaterally reduced will be determined by the severity of the performance failure pursuant to the degrees specified in paragraphs (c) and (d) of this Clause.
 - (2) If a reduction of earned fee, fixed fee, profit, or share of cost savings is warranted, unless mitigating factors apply, such reduction shall not be less than 26% nor greater than 100% of the amount of earned fee, fixed fee, profit, or the Contractor's share of cost savings for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure.

- (3) In determining the amount of the reduction and the applicability of mitigating factors, DOE will consider the Contractor's overall performance in meeting the ESH&Q or security requirements of the Contract. Such consideration will include performance against any site specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, DOE will consider mitigating factors that may warrant a reduction below the applicable range (see 48 CFR 970.1504-1-2). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii) and (viii) apply to ESH&Q only).
- (i) Degree of control the Contractor had over the event or incident.
 - (ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.
 - (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.
 - (iv) General status (trend and absolute performance) of: ESH&Q and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.
 - (v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial ESH&Q standards are routinely practiced (e.g., Voluntary Protection Program, ISO [International Organization for Standardization] 14000, *Environmental Management System Standards*).
 - (vi) Event caused by "Good Samaritan" act by the Contractor (e.g., off-site emergency response).
 - (vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ESH&Q performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ESH&Q programs).
 - (viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ESH&Q by use of lessons-learned and best practices inter- and intra-DOE sites.
- (4) (i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a Contractor during an evaluation period may be reduced in accordance with this Clause if it is determined that a performance failure warranting a reduction under this Clause occurs within the evaluation period.
- (ii) The amount of reduction under this Clause, in combination with any reduction made under any other clause in the Contract, shall not exceed

the amount of fee, fixed fee, profit, or the Contractor's share of cost savings that is otherwise earned during the evaluation period.

- (iii) For the purposes of this clause, earned fee, fixed fee, profit, or share of cost savings for the evaluation period shall mean the amount determined by DOE or fee determination official as otherwise payable based on the Contractor's performance during the evaluation period. Where the Contract provides for financial incentives that extend beyond a single evaluation period, this amount shall also include: any provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent evaluation period. The allocable amount shall be the total amount of the earned incentive divided by the number of evaluation periods over which it was earned.
- (iv) The Government will effect the reduction as soon as practicable after the end of the evaluation period in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction requiring an allocation the Government will effect the reduction at the end of the evaluation period in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the Contractor has received for fee, fixed fee, profit, or share of cost savings to exceed the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned (provisionally or otherwise), the Contractor shall immediately return the excess to the Government. (What the Contractor "has earned" reflects any reduction made under this or any other Clause of the Contract.)
- (v) At the end of the Contract:
 - (A) The Government will pay the Contractor the amount by which the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned exceeds the sum of the payments the Contractor has received; or
 - (B) The Contractor shall return to the Government the amount by which the sum of the payments the Contractor has received exceeds the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned. (What the Contractor "has earned" reflects any reduction made under this or any other Clause of the Contract.)
- (c) Environment, Safety, Health and Quality (ESH&Q). Performance failures occur if the Contractor does not comply with the Contract ESH&Q terms and conditions, including the DOE-approved Contractor ISMS. The degrees of performance failure under which reductions of earned or fixed fee, profit, or share of cost savings will be determined are:

- (1) First Degree: Performance failures that are most adverse to ESH&Q. Failure to develop and obtain required DOE approval of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the Contractor's ISMS. The following performance failures or performance failures of similar import will be considered first degree.
 - (i) Type A accident (defined in DOE Order 225.1A, *Accident Investigations*); and
 - (ii) Two (2) Second Degree performance failures during an evaluation period.
- (2) Second Degree: Performance failures that are significantly adverse to ESH&Q. They include failures to comply with an approved ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. They also include breakdowns of the Safety Management System. The following performance failures or performance failures of similar import will be considered second degree:
 - (i) Type B accident (defined in DOE Order 225.1A).
 - (ii) Non-compliance with an approved ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.
 - (iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the Contract.
- (3) Third Degree: Performance failures that reflect a lack of focus on improving ESH&Q. They include failures to comply with an approved ISMS that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:
 - (i) Failure to implement effective corrective actions to address deficiencies/non-compliances documented through: external (e.g., Federal) oversight and/or reported per DOE Manual 232.1-2 (Supp Rev 8), *Occurrence Reporting and Processing of Operations Information* requirements; or internal oversight of 10 CFR 830, 10 CFR 835, 10 CFR 850, and 10 CFR 851 requirements.
 - (ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.

- (iii) Non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown.
 - (iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.
- (d) Safeguarding Restricted Data and Other Classified Information. Performance failures occur if the Contractor does not comply with the terms and conditions of this Contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failure under which reductions of fee, profit, or share of cost savings will be determined are as follows:
 - (1) First Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
 - (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, or any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

- (2) **Second Degree:** Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (d)(1)(iii) of this Clause).
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.
- (3) **Third Degree:** Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of Contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.
 - (ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.

- (iv) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable.
 - (iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.
- (e) Minimum requirements for specified level of performance.
 - (1) At a minimum the Contractor must perform the following:
 - (i) The requirements with specific incentives which do not require the achievement of cost efficiencies in order to be performed at the level of performance set forth in Section C, *Statement of Work*, work authorization directive(s), or similar document unless an otherwise minimum level of performance has been established in the specific incentive;
 - (ii) All of the performance requirements directly related to requirements specifically incentivized which do not require the achievement of cost efficiencies in order to be performed at a level of performance such that the overall performance of these related requirements is at an acceptable level; and
 - (iii) All other requirements at a level of performance such that the total performance of the Contract is not jeopardized.
 - (2) The evaluation of the Contractor's achievement of the level of performance shall be unilaterally determined by the Government. To the extent that the Contractor fails to achieve the minimum performance levels specified in Section C, *Statement of Work*, work authorization directive(s), or similar document, during the performance evaluation period, the DOE Operations/Field Office Manager, or designee, may reduce any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.
- (f) Minimum requirements for cost performance.
 - (1) Requirements incentivized by other than cost incentives must be performed within their specified cost constraint and must not adversely impact the costs of performing unrelated activities.
 - (2) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.

- (3) The Contractor's performance within the stipulated cost performance levels for the performance evaluation period shall be determined by the Government. To the extent the Contractor fails to achieve the stipulated cost performance levels, the DOE Operations/Field Office Manager, or designee, may reduce in whole or in part any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

B.13 CONDITIONAL PAYMENT OF FEE (CPOF) DOE RICHLAND OPERATIONS OFFICE SITE-SPECIFIC PERFORMANCE CRITERIA/REQUIREMENTS

This Clause supplements Section B Clause entitled, *DEAR 970.5215-3, Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Alternate II) [Deviation]* by establishing Site-specific Environment, Safety, Health, and Quality (ESH&Q), and security performance criteria/requirements. Performance failures relating to the performance criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3. Site-specific performance criteria/requirements for ESH&Q, and Safeguards and Security are as follows:

(a) Environment, Safety, Health, and Quality

- (1) First Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3, Alternate II [Deviation].
- (2) Second Degree: Performance failures relating to the criteria set forth in this Clause will be processed in accordance with DEAR 970.5215-3, Alternate II [Deviation].
- (3) Third Degree: Performance failures that reflect a lack of focus on ESH&Q or failures to comply with an approved ISMS that may result in a negative impact to the public, worker or environment. The following performance failures, or events of similar import, are examples of performance failures that are considered third degree:
 - (i) Multiple similar non-compliances identified by external oversight (e.g., Federal) that in the aggregate indicate a significant programmatic breakdown.
 - (ii) Non-compliances or adverse performance trends that either have or may have negative impact to the public, worker, or environment or that indicate a programmatic breakdown.
 - (iii) Failure to notify the Contracting Officer upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.
 - (iv) Failure to report required data accurately and in a timely manner.

- (v) Failure to implement continuous improvement in ESH&Q performance through effective utilization of ISMS processes, including timely submittal of meaningful performance objectives, measurements and commitments.
- (b) Safeguards and Security
- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
 - (i) Theft, loss or diversion of category I or II special nuclear material (SNM); adversarial attacks or acts of sabotage that result in significant consequences the safety or security of personnel, facilities, or the public due to a failure or inadequacy of performance by the Contractor.
 - (ii) Receipt of an overall rating of Unsatisfactory on any DOE Safeguards and Security survey, audit, and/or inspection.
 - (iii) Failure to implement corrective action(s) in response to any first degree performance failure.
 - (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
 - (i) Theft, loss or diversion of Category III SNM that is due to a failure or inadequacy of performance by the Contractor.
 - (ii) Inventory differences of Category I/II/III SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
 - (iii) Any amount of SNM found in a dangerous/hazardous or unapproved storage environment, or unapproved mode of transportation/transfer.
 - (iv) Failure to implement corrective action(s) in response occurrence of any second degree performance failure.

- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security, and/or jeopardizes protection of the facility or Site security interests. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
- (i) Loss, theft, diversion, or unauthorized disclosure of information classified as Confidential.
 - (ii) Negligent weapons and firearms-related incidents involving protective force operations/personnel (e.g., unauthorized weapons discharge, personal wounding).
 - (iii) Evidence that SNM data has been manipulated or falsified.
 - (iv) Inventory differences of Category IV SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
 - (v) Loss, theft, or diversion of Category IV quantities of SNM that is due to a failure or inadequacy of performance by the contractor.
 - (vi) Five (5) or more incidents that involve a potential compromise of classified information and/or unsecured classified repository, in any three (3) month period, of any type.
 - (vii) Receipt of any topical area rating of Unsatisfactory on any DOE Safeguards and Security survey, audit, and/or inspection.
 - (viii) Failure to implement corrective action(s) in response to any third degree performance failure.
 - (ix) Non-compliant or adverse cyber security performance that indicates serious cyber security program degradation (e.g., negative mission impacts or compromise of sensitive information [Sensitive Unclassified Information, Personally Identifiable Information, Unclassified Controlled Nuclear Information], etc.).



Attachment A

Stream #	Area	Contractor (Proposed)	Water Source	Process Description
NEW UIC WELLS				
29	400	MSA	Potable Water	4722C Building - Heater condensate LOCATION: south side of building
407	200W	MSA	Undetermined	WRAP 1 Building mechanical room - Compressor condensate and HVAC condensate. Due to the oil blow associated with condensation, an oil-water separator will be installed in the discharge line. LOCATION: north of mechanical room.
685	200W	MSA	Storm Water	222U Building - Storm water runoff.
687	200W	MSA	Storm Water	222U Building - Storm water runoff.
709	200E	MSA	Storm Water	Injection well receives storm water from parking lot. LOCATION: south of MO-234.
710	200E	MSA	Storm Water	Injection well receives storm water from parking lot. LOCATION: south of MO-234.
809	400	MSA	Storm Water	4701A - Parking and Road Area South of guard house - Storm water run-off from parking area flows from culvert to catch basin.
810	400	MSA	Storm Water	4701A - Parking and Road Area South of guard house - Storm water run-off from parking area flows into catch basin.
816	200E	MSA	Storm Water	MO-047 - Road and Parking Area- Storm water run-off from parking area and roadway flows to catch basin with overflow discharged east across Baltimore to existing culvert and swale.
817	200E	MSA	Storm Water	MO-047 - Road and Parking Area- Storm water run-off from parking area and roadway flows to catch basin with overflow discharged east across Baltimore to existing culvert and swale.
824	200W	MSA	Storm Water	MO-235 - Parking Area- Storm water run-off from parking area flows from catch basins to this drywell.
825	200W	MSA	Storm Water	MO-235 - Parking Area- Storm water run-off from parking area flows to catch basin, overflow routed to a drywell.
826	200W	MSA	Storm Water	MO-235 - Parking Area- Storm water run-off from parking area flows to catch basin.
UU74	300 Area	MSA	Storm Water	300 area parking lot, near MO167
UU75	300 Area	MSA	Storm Water	300 area parking lot, near MO167
UU222	600	MSA	Undetermined	600-58; Northernmost Dry Well; BPA SWMU #13; H.J. Ashe Substation Oil/Water Separator & Drywells
UU223	600	MSA	Undetermined	600-58; Central Dry Well; BPA SWMU #13; H.J. Ashe Substation Oil/Water Separator & Drywells
835	200E	OHC - MSA	Storm Water	Tank Waste Treatment and Immobilization Plant - Dry Well 70090
836	200E	OHC - MSA	Storm Water	Tank Waste Treatment and Immobilization Plant - Dry Well 70092
878	200E	OHC - MSA	Storm Water	Tank Waste Treatment and Immobilization Plant - Dry Well 70090
879	200E	OHC - MSA	Storm Water	Tank Waste Treatment and Immobilization Plant - Dry Well 70092
278	200W	OHC - MSA	Potable Water	2707W Building - Steam condensate.
279	200W	OHC - MSA	Potable Water	2707W Building - Steam condensate.
280	200W	OHC - MSA	Potable Water	2707W Building - Steam condensate.
285	200W	OHC - MSA	Potable Water	2713W Building - Steam condensate. LOCATION: northeast corner of north side.
289	200W	OHC - MSA	Potable Water	2722W Building - Steam condensate.
306	200W	OHC - MSA	Potable Water	274W Building - Steam condensate. LOCATION: adjacent to building, approximately 10' north of southeast corner.
311	200E	OHC - MSA	Potable Water	2719E Building - Steam condensate, batch discharge during winter. LOCATION: west side.
313	200E	OHC - MSA	Potable Water	2713E Building - Steam condensate, batch discharge during winter. LOCATION: southwest corner.
314	200E	OHC - MSA	Potable Water	275E Building - Steam condensate, batch discharge during winter. LOCATION: east side.
315	200E	OHC - MSA	Potable Water	2715E Building - Steam condensate, batch discharge during winter. LOCATION: south side.
471	200W	OHC - MSA	Undetermined	284W Building - Washdown of coal ramp to three sumps - In summer months only- sumps are pumped in the summer months on average of 2 times per week. in winter pumping is increased to 2 times per day.
494	200E	OHC - MSA	Undetermined	202A PUREX - 202-A-417 catch tank leaked steam condensate until two years ago. Stream discharges to the ground. LOCATION: along south wall of building.
503	200W	OHC - MSA	Potable Water	2723W Building - Steam condensate.
505	200W	OHC - MSA	Potable Water	274W Building - Steam condensate. LOCATION: adjacent to southwest corner of building, on south wall.



Stream #	Area	Contractor (Proposed)	Water Source	Process Description
506	200W	OHC - MSA	Storm Water	274W Building - Steam condensate and storm water. LOCATION: adjacent to south wall, approximately 50' west of southeast corner of building.
507	200W	OHC - MSA	Potable Water	274W Building - Steam condensate. LOCATION: approximately 10' west of the southeast corner of building, adjacent to south wall.
520	200W	OHC - MSA	Potable Water	2723W Building - Steam condensate. LOCATION: 15' east of northern section of east wall.
521	200W	OHC - MSA	Storm Water	222U Building - Storm water runoff. LOCATION: back side of 222U, center of building.
522	200E	OHC - MSA	Potable Water	2707E Building - Steam condensate. LOCATION: southeast corner.
526	200E	OHC - MSA	Storm Water	275E Building - Storm water runoff. LOCATION: 10' east of the northeast corner of building.
533	200E	OHC - MSA	Undetermined	MO035 Building - Source is water valve on line providing water to trailer. LOCATION: 3' south of trailer towards center near PUREX.
536	200W	OHC - MSA	Potable Water	2707W Building - Steam condensate. LOCATION: west of building.
537	200W	OHC - MSA	Storm Water	2707W Building - Storm water runoff. LOCATION: southwest corner of building.
659	200E	OHC - MSA	Potable Water	272BB Building - Inactive french drain. LOCATION: east side of building.
671	100D	OHC - MSA	Undetermined	181D Building - Cooling water for diesel emergency pumps.
708	200W	OHC - MSA	Storm Water	Injection well receives storm water. LOCATION: between 277W and 2723W buildings.
733	400	OHC - MSA	Undetermined	Storm water drainage ditch. LOCATION: west of the 437 Building at the northwest corner of the Reactor Area.
880	200W	OHC - MSA	Potable Water	Well 299-W22-46, S-SX Waste Management Area. Liquid injection point for research test solution. LOCATION: southeast corner of the WMA.
881	200W	OHC - MSA	Potable Water	Well 299-W22-50, S-SX Waste Management Area. Liquid injection point for research test solution. LOCATION: southeast corner of the WMA.
882	100-D	OHC - MSA	Potable Water	100-D Zero-Valent Iron Injection ISRM Barrier Project
884	200W	OHC - MSA	Undetermined	222T Building.
885	200W	OHC - MSA	Undetermined	No Information
886	200W	OHC - MSA	Undetermined	2707W Building
888	200W	OHC - MSA	Undetermined	2713 Building
889	200W	OHC - MSA	Undetermined	277W Building
891	200W	OHC - MSA	Undetermined	2723W
892	200W	OHC - MSA	Undetermined	No Information
893	200W	OHC - MSA	Undetermined	No Information
894	200W	OHC - MSA	Undetermined	2724WA
896	200E	OHC - MSA	Undetermined	221A
897	200E	OHC - MSA	Undetermined	No Information
898	200E	OHC - MSA	Undetermined	2901A
899	200E	OHC - MSA	Undetermined	2901A
900	200E	OHC - MSA	Undetermined	No Information
901	200E	OHC - MSA	Undetermined	No Information
902	200E	OHC - MSA	Undetermined	No Information
906	200E	OHC - MSA	Undetermined	284E
908	200W	OHC - MSA	Undetermined	216ZP1B
912	200W	OHC - MSA	Undetermined	2722W
918	200W	OHC - MSA	Undetermined	221T
923	200E	OHC - MSA	Undetermined	No Information
924	Unknown	OHC - MSA	Undetermined	No Information
926	200E	OHC - MSA	Undetermined	No Information
20042A	200W	OHC - MSA	Potable Water	Wells to be used for injecting tracers
20042B	200W	OHC - MSA	Potable Water	Wells to be used for injecting tracers
NA	200E	OHC - MSA	Undetermined	272E Building. Unknown usage.
NA	200E	OHC - MSA	Undetermined	272E Building. Unknown usage.
NA	200E	OHC - MSA	Undetermined	272E Building. Unknown usage.
NA	200E	OHC - MSA	Undetermined	272E Building. Unknown usage.



Stream #	Area	Contractor (Proposed)	Water Source	Process Description
NA	200E	OHC - MSA	Undetermined	272E Building. Unknown usage.
NA	200E	OHC - MSA	Undetermined	272E Building. Unknown usage.
NA	200E	OHC - MSA	Undetermined	272E Building. Unknown usage.
NA	200E	OHC - MSA	Undetermined	272E Building. Unknown usage.
NA	200E	OHC - MSA	Undetermined	272E Building. Unknown usage.
NA	200E	OHC - MSA	Undetermined	272E Building. Unknown usage.
264	300	OHC - MSA	Undetermined	325 Building - Rain water from leaky roof. LOCATION: bottom of 325 building south side stairwell, accessed via cafeteria.
265	300	OHC - MSA	Undetermined	325 Building - Stormwater drain located beneath compressed gas storage dock. LOCATION: northwest corner of 325 building located beneath elevated dock.
447	300	OHC - MSA	Undetermined	331 Building - Storm water runoff. LOCATION: west side of building by kennels.
448	300	OHC - MSA	Undetermined	331 Building - Storm water runoff. LOCATION: west side, 40' south from the northwest corner of building.
513	300	OHC - MSA	Undetermined	331 Building - Steam condensate. LOCATION: 10' north of northwest corner.
706	300	OHC - MSA	Undetermined	325 Building - Storm water runoff and fire system testing water. LOCATION: south side of building.
707	300	OHC - MSA	Undetermined	325 Building - Steam Condensate. LOCATION: west side of building.
712-725	300	OHC - MSA	Storm Water	3020 Building - EMSL Facility parking lot catchbasin and drain field network
791	300	OHC - MSA	Storm Water	325 Building - Source unknown. Large-diameter carbon steel line coming from the basement of 325 and terminating in the concrete box. LOCATION: Northwest side of building approximately 35 feet from corner of building.
792	300	OHC - MSA	Storm Water	318-Building - Storm water runoff from paved area on north side of building. LOCATION: north side of building.
793	300	OHC - MSA	Storm Water	318 Building - Storm water runoff. LOCATION: east side of building in graveled area between road and building.
803	200E	OHC - MSA	Potable Water	299-24 Well Cluster-Research test solution. LOCATION: Center of well field located south west of PUREX
805	100D	OHC - MSA	Ground Water	100-D Area Biostimulation Test Site
806	100D	OHC - MSA	Ground Water	100-D Area Biostimulation Test Site
819	600	OHC - MSA	Potable Water	Field Lysimeter Test facility-Irrigation and storm water collected during research. LOCATION: downstairs
827	300	OHC - MSA	Storm Water	350 Building-French drain to collect storm water. LOCATION: Inside west gate to the Service Yard on the north side of the driveway near 350A
828	300	OHC - MSA	Storm Water	350 Building-French drain to collect storm water. LOCATION: Near the north edge of the Service driveway, midway between 350B and 350D.
845	100H	OHC - MSA	Potable Water	100H Chrome Bioremediation Project. LOCATION: Well #699-96-45 near well 699-96-43.
846	100H	OHC - MSA	Potable Water	100H Chrome Bioremediation Project. LOCATION: Well #699-96-41 near well 699-96-43.
877	300	OHC - MSA	Undetermined	3020 Building - EMSL Facility. Infiltration basin 8 - storm water from roof. LOCATION: south of the building, south side of new office addition.
883	300	OHC - MSA	Storm Water	318 Building Storm water runoff in a stairwell pit. Westside of the building at the bottom of the stairwell near the roll-up door.
928	300	OHC - MSA	Storm Water	331 Life Sciences Laboratory
326	300	OHC - MSA	Undetermined	3707B Building - Pit located under main steam line, labeled U57. LOCATION: northeast corner.
327	300	OHC - MSA	Undetermined	3707B Building - HDP-TRP-009 steam condensate from pit U57. LOCATION: north, center of building.
332	300	OHC - MSA	Undetermined	West high tank overflow. LOCATION: Water tower south of 3711 Building.
337	300	OHC - MSA	Undetermined	3707C Building - Steam condensate. LOCATION: northeast.
353	300	OHC - MSA	Undetermined	328 Building - French drain; steam condensate. LOCATION: north side of northeast annex.
354	300	OHC - MSA	Undetermined	324 Building - Storm water runoff. LOCATION: south of building.
399	300	OHC - MSA	Undetermined	3745 Building - Steam condensate. LOCATION: 30' south of building.
400	300	OHC - MSA	Undetermined	MO010 Building - Steam condensate. LOCATION: 25' south of building.



Stream #	Area	Contractor (Proposed)	Water Source	Process Description
408	300	OHC - MSA	Undetermined	325 Building - Storm water. LOCATION: east of building, on chiller pad.
409	300	OHC - MSA	Undetermined	326 Building - Storm water runoff and steam condensate. LOCATION: southeast.
418	300	OHC - MSA	Undetermined	306W Building - Steam condensate. LOCATION: west side.
422	300	OHC - MSA	Undetermined	329 Building - Storm water runoff. LOCATION: East side of 329 near the south side.
434	300	OHC - MSA	Undetermined	3714 Building - Steam condensate. LOCATION: west center.
437	300	OHC - MSA	Undetermined	3712 Building - Steam condensate. LOCATION: north center of building.
443	300	OHC - MSA	Undetermined	3707D Building - Steam condensate. LOCATION: southwest corner.
445	300	OHC - MSA	Undetermined	309 Building - Storm water runoff and water from chiller. LOCATION: west of building, near chiller.
512	300	OHC - MSA	Undetermined	3713 Building - Steam condensate. HPD-TRP-019. LOCATION: 30' from southwest corner.
524	300	OHC - MSA	Undetermined	300 Area south parking lot - Storm water collection system. LOCATION: west of 3790 Building.
546	300	OHC - MSA	Undetermined	329 Building - Storm water runoff. LOCATION: east side, south of center of building.
700	300	OHC - MSA	Undetermined	3621D Building. Steam condensate from leaking valves is routed to an injection well in a concrete valve pit. LOCATION: Outside of the 3621D fence.
766	300	OHC - MSA	Undetermined	3713 Building - Storm water runoff and steam condensate. LOCATION: north side of 3713 under the main steam line.
775	300	OHC - MSA	Undetermined	Steam trap 3G-U26 HPD-TRP-058. LOCATION: off an underground steam line, south of 3762, labeled U26.
811	400	OHC - MSA	Storm Water	4701B- Roadway East of guard house - Storm water run-off from roadway area flows into catch basin.
812	400	OHC - MSA	Storm Water	4701B- Roadway East and North of guard house - Storm water run-off from roadway area flows into catch basin.
813	400	OHC - MSA	Storm Water	4701B- Roadway North of guard house - Storm water run-off from roadway area flows into catch basin.
386	200W	OHC - MSA	Potable Water	2704W Building - Steam condensate.
387	200W	OHC - MSA	Potable Water	2704W Building - Steam condensate.
388	200W	OHC - MSA	Potable Water	2704W Building - Steam condensate.
389	200W	OHC - MSA	Potable Water	2704W Building - Steam condensate.
390	200W	OHC - MSA	Potable Water	2704W Building - Steam condensate.
391	200W	OHC - MSA	Potable Water	2704W Building - Steam condensate.
392	200W	OHC - MSA	Potable Water	2704W Building - Steam condensate.
UU143	100K	OHC - MSA	Undetermined	100-K-1; 100-K-45; 119-KW Exhaust Air Sample Building French Drain; 119-KW French Drain
UU144	100K	OHC - MSA	Undetermined	100-K-10; 104-K Dry Well; 118-KE-2 French Drain (South)
UU148	100K	OHC - MSA	Undetermined	100-K-11; 104-K Dry Well; 118-KW-2 French Drain (North)
UU149	100K	OHC - MSA	Undetermined	100-K-12; 104-K Dry Well; 118-KW-2 French Drain (South)
UU150	100K	OHC - MSA	Undetermined	100-K-13; French Drain West of the 166-KW Oil Storage Tank Facility
UU151	100K	OHC - MSA	Undetermined	100-K-14; 183-KE Acid Neutralization Pit and Overflow French Drain
UU152	100K	OHC - MSA	Undetermined	100-K-36; 1706-KE Chemical Storage Facility Dry Well
UU153	100K	OHC - MSA	Undetermined	100-K-46; 119-KE French Drain; Drywell
UU154	100K	OHC - MSA	Undetermined	100-K-5; 1705-KE French Drain
UU155	100K	OHC - MSA	Undetermined	100-K-9; 104-K Dry Well; 118-KE-2 French Drain (North)
UU174	100K	OHC - MSA	Undetermined	116-KE-3; 105-KE Fuel Storage Basin Sub-Basin Drainage Disposal System Crib; 105-KE Storage Basin French Drain
UU175	100K	OHC - MSA	Undetermined	116-KW-2; 105-KW Basin Reverse Well; 105-KW Fuel Storage Basin Sub-Basin Drainage Disposal System Crib; 105-KW Storage Basin French Drain
UU176	100K	OHC - MSA	Undetermined	120-KE-2; 183 KE Filter Water Facility; 183-KE Filter Waste Facility French Drain; 100-KE-2
UU177	100K	OHC - MSA	Undetermined	120-KW-2; 183-KW Filter Water Facility French Drain; 100-KW-2
UU181	200W	OHC - MSA	Undetermined	200-W-145; Hidden Wells South of U-Plant; U Plant Dry Wells
UU184	200E	OHC - MSA	Undetermined	209-E-WS-1; 209-E French Drain
UU185	200E	OHC - MSA	Undetermined	209-E-WS-2; Critical Mass Lab French Drain
UU186	200E	OHC - MSA	Undetermined	216-A-16; 216-A-16 Dry Well



Stream #	Area	Contractor (Proposed)	Water Source	Process Description
UU187	200E	OHC - MSA	Undetermined	216-A-17; 216-A-17 Dry Well
UU188	200E	OHC - MSA	Undetermined	216-A-23A; 216-A-23-A French Drain
UU189	200E	OHC - MSA	Undetermined	216-A-23B; 216-A-23-B French Drain
UU190	200E	OHC - MSA	Undetermined	216-A-26A; 291-A French Drain; 216-A-25 Crib; 216-A-26 French Drain
UU191	200E	OHC - MSA	Undetermined	216-A-33; 216-A-33 Dry Well; 216-A-26B
UU192	200E	OHC - MSA	Undetermined	216-A-35; 216-A-35 Dry Well; 216-A-35 French Drain
UU193	200E	OHC - MSA	Undetermined	216-B-11A&B; 216-B-11B; 242-B-1 Crib; 216-B-11 Crib; 216-B-11A & B
UU194	200E	OHC - MSA	Undetermined	216-B-13; 216-B-13 Crib; 216-B-13 French Drain; 216-B-B; 291-B Crib
UU195	200E	OHC - MSA	Undetermined	216-B-51; 216-BY-9 Crib
UU196	200E	OHC - MSA	Undetermined	216-C-8; 216-C-8 Crib; 216-C-8 French Drain; 271-CR Crib
UU197	200W	OHC - MSA	Undetermined	216-S-4; 216-S-4 Sump or Crib; 216-S-7; UN-216-W-1
UU198	200W	OHC - MSA	Undetermined	216-T-2; 222-T Reverse Well; 222-T-110 Dry Well
UU199	200W	OHC - MSA	Undetermined	216-T-29; 216-T-29 French Drain; 291-T Sand Filter Sewer
UU200	200W	OHC - MSA	Undetermined	216-T-31; 216-T-31 French Drain. Exhumed and left unmarked. WIDS sign marks approx. location of where drain had been. Outside 241-TX tank farm fence.
UU201	200W	OHC - MSA	Undetermined	216-U-3; 216-U-3 French Drain; 216-U-11
UU202	200W	OHC - MSA	Undetermined	216-U-4; 216-U-4 Dry Well; 222-U Dry Well; 222-U-110 Dry Well; 216-U-2
UU203	200W	OHC - MSA	Undetermined	216-U-4A; 216-U-4 Dry Well; 216-U-4 Reverse Well Replacement French Drain
UU204	200W	OHC - MSA	Undetermined	216-U-4B; 216-U-4B Dry Well; 216-U-4B French Drain
UU205	200W	OHC - MSA	Undetermined	216-U-7; 221-U Counting Box French Drain; 221-U Vessel Vent Blower Pit French Drain
UU206	200W	OHC - MSA	Undetermined	216-Z-8; 216-Z-8 Crib; 216-Z-9; 234-5 Recuplex French Drain
UU211	200E	OHC - MSA	Undetermined	2718-E-WS-1; 2718 French Drains
UU212	400	OHC - MSA	Undetermined	403 FD; 403 French Drain; Discharge Point from the 403 Building; Miscellaneous Stream #37; 400 Area Drain Discharge from 403; 400 Area French Drain Discharge from 403
UU213	400	OHC - MSA	Undetermined	4722-B FD; 4722-B French Drain
UU220	600	OHC - MSA	Undetermined	600-27; 6-54-18A; 6-54-18B; 6-54-18C; 6-54-18D; A58858; A8855; A8856; A8857; Foundations and Dumping Area; Water Supply Valve Pits; Well 699-50-18C; Well DC-6
UU221	600	OHC - MSA	Undetermined	600-37; Browns Wells; Johnson's Wells
UU227	400	OHC - MSA	Undetermined	400 RFD; 400 Area Retired French Drains
UU145	100K	OHC - MSA	Undetermined	100-K-101; French Drains and Mercury Stained Soils near the 183KE Sedimentation Basin
UU146	100K	OHC - MSA	Undetermined	100-K-102; French Drains and Mercury Stained Soils near the 183KW Sedimentation Basin
UU147	100K	OHC - MSA	Undetermined	100-K-104; 166-KE French Drain
UU156	100K	OHC - MSA	Undetermined	100-K-97; 183-KW French Drain and Rail Spur Unplanned Release
UU157	100K	OHC - MSA	Undetermined	100-K-98; 183-KE French Drain and Rail Spur Unplanned Release
UU183	200W	OHC - MSA	Undetermined	200-W-234; 291-U Sand Filter French Drain
UU214	600	OHC - MSA	Undetermined	600-172; White Bluffs French Drain or Dry Well
UU215	600	OHC - MSA	Undetermined	600-174; White Bluffs French Drain
UU216	600	OHC - MSA	Undetermined	600-189; Northernmost White Bluffs Warehouse Facility French Drain; 100-H-23
UU217	600	OHC - MSA	Undetermined	600-189; Southernmost White Bluffs Warehouse Facility French Drain; 100-H-23
UU218	600	OHC - MSA	Undetermined	600-203; Northernmost White Bluffs French Drains
UU219	600	OHC - MSA	Undetermined	600-203; Southernmost White Bluffs French Drains
UU182	200W	OHC - MSA	Undetermined	200-W-232; 2607-WT Replacement Septic Tank and Dry Well
UU209	200E	OHC - MSA	Undetermined	2607-EA; 2607-EA Septic Tank and Drywell
UU207	200E	OHC - MSA	Undetermined	241-A-702-WS-1; 702-A Drain Lines
UU208	200E	OHC - MSA	Undetermined	244-CR-WS-1; 244-CR French Drain
UU225	600	OHC - MSA	Undetermined	616-WS-1; 616 NRDWSF French Drain, Misc. Stream 731
EXISTING UIC WELLS				
73	100B	MSA		181B Building - Cooling water for diesel emergency pump. LOCATION: approximately 60' from the Columbia River.
87	200E	MSA	Potable Water	Steam Trap 2P - Yard-MSS-TRP-002. LOCATION: west side of 284E.
104	200E	MSA	Potable Water	Steam Trap 2P - Yard-MSS-TRP-049. LOCATION: northeast of 272E.



Stream #	Area	Contractor (Proposed)	Water Source	Process Description
155	200W	MSA	Potable Water	Steam Trap 2Q - Yard-MSS-TRP-056. LOCATION: between 277W and RPT Office.
156	200W	MSA	Potable Water	Steam Trap 2Q - Yard-MSS-TRP-057. LOCATION: corner of 2707W and machine shop.
158	200W	MSA	Potable Water	Steam Trap 2Q - Yard-MSS-TRP-047. LOCATION: front of 283W raw water reservoir.
159	200W	MSA	Potable Water	Steam Trap 2Q - Yard-MSS-TRP-046. LOCATION: between 283W Filter Plant and 284W powerhouse.
176	200E	MSA	Potable Water	283E Building - HTR-TRP-200-205,208-305 (located inside this building) discharge to this injection well. Heater filter floor.
224	200E	MSA	Potable Water	2715EC Building - Steam condensate and overflow from building heating and cooling unit. LOCATION: northeast corner of 2715EC.
312	200E	MSA	Potable Water	2707E Building - Steam condensate, batch discharge during winter. LOCATION: north side.
384	200E	MSA		284E High Water Tank overflow.
385	200W	MSA		284W High water tank overflow.
407	200W	MSA		WRAP 1 Building mechanical room - Compressor condensate and HVAC condensate. Due to the oil blow associated with condensation, an oil-water separator will be installed in the discharge line. LOCATION: north of mechanical room.
424	200W	MSA		WRAP 1 Facility Unloading Bay Drain. Storm water is collected by a sump which drains to a 300 gallon tank. If full, the tank discharges to a gravel basin.
496	200E	MSA	Stormwater	2721EA Building - Storm water runoff from roof drains and paved surface. LOCATION: approximately 15' west of building.
633	200E	MSA	Potable Water	Steam Trap - 2P-Yard-MSS-TRP-060 - Steam Condensate. LOCATION: front of 284E, between stream #86 and #87.
637	200W	MSA	Potable Water	283W Building - Building heater steam traps located inside of the building discharge to an injection well on the east side exterior of the building.
656	700	MSA		712B Building - This system collects storm water from the areas surrounding the 712 buildings. LOCATION: gravel trench under grassy area on west side of 712B.
685	200W	MSA	Stormwater	222U Building - Storm water runoff.
687	200W	MSA	Stormwater	222U Building - Storm water runoff.
708	200W	MSA	Stormwater	Injection well receives storm water. LOCATION: between 277W and 2723W buildings.
709	200E	MSA	Stormwater	Injection well receives storm water from parking lot. LOCATION: south of MO-234.
710	200E	MSA	Stormwater	Injection well receives storm water from parking lot. LOCATION: south of MO-234.
776	700	MSA	Stormwater	712 Building - Storm water runoff. LOCATION: south of 712.
778	600	MSA		609D-Sanitary water from fire fighter training and storm water runoff.
795	200E	MSA	Potable Water	WE-282-EC HPMS-TRP-002 - Steam trap. LOCATION: northeast of 282EC
796	200W	MSA	Potable Water	WW-282-WC HPMS-TRP-002 - Steam trap. LOCATION: south of 282W.
804	600	MSA	Potable Water	WSCF - French drain located at the NE corner of Building 6267. Receives condensate from sample storage refrigeration unit.
808	600	MSA	Potable Water	2890 Horn Rapids Road, HAMMER Facility
809	400	MSA	Stormwater	4701A - Parking and Road Area South of guard house - Stormwater run-off from parking area flows from culvert to catch basin.
810	400	MSA	Stormwater	4701A - Parking and Road Area South of guard house - Stormwater run-off from parking area flows into catch basin.
814	200E	MSA	Groundwater	2721EA Building - Heat pump condensate. LOCATION: north west corner of building front.
816	200E	MSA	Stormwater	MO-047 - Road and Parking Area- Stormwater run-off from parking area and roadway flows to catch basin with overflow discharged east across Baltimore to existing culvert and swale.
817	200E	MSA	Stormwater	MO-047 - Road and Parking Area- Stormwater run-off from parking area and roadway flows to catch basin with overflow discharged east across Baltimore to existing culvert and swale.
818	100B	MSA	Surface water	182B Building - Raw water from pump and compressor cooling leaks.
820	200E	MSA	Stormwater	2101M - Road and Parking Area- Stormwater run-off from parking area and roadway flows to this catch basin with overflow discharged to drywell.
821	200E	MSA	Stormwater	2101M - Road and Parking Area- Stormwater run-off from parking area and roadway flows from catch basin with overflow discharged to this dry well.



Stream #	Area	Contractor (Proposed)	Water Source	Process Description
822	200W	MSA	Stormwater	283W - Parking Area- Stormwater run-off from parking area flows from catch basin to this drywell.
823	200W	MSA	Stormwater	283W - Parking Area- Stormwater run-off from parking area flows to catch basin, overflow routed to a drywell.
824	200W	MSA	Stormwater	MO-235 - Parking Area- Stormwater run-off from parking area flows from catch basins to this drywell.
825	200W	MSA	Stormwater	MO-235 - Parking Area- Stormwater run-off from parking area flows to catch basin, overflow routed to a drywell.
826	200W	MSA	Stormwater	MO-235 - Parking Area- Stormwater run-off from parking area flows to catch basin.
831	200W	MSA	Potable Water	283W, south of raw water reservoir, steam condensate
837	200E	MSA	Stormwater	Central Maintenance Facility
838	200E	MSA	Stormwater	609-J Breathing Air Facility
839	200E	MSA	Stormwater	609-J Breathing Air Facility
840	200E	MSA	Stormwater	Central Maintenance Facility
841	200E	MSA	Stormwater	Central Maintenance Facility
842	200E	MSA	Stormwater	Central Maintenance Facility
843	200E	MSA	Stormwater	Central Maintenance Facility
844	200E	MSA	Stormwater	Central Maintenance Facility
OHC - MSA = Other Hanford Contractor to be assigned to MSA.				