

2. AMENDMENT/MODIFICATION NO. 002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)
--------------------------------------	------------------------------------	---	--------------------------------

6. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	CODE 03001	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) HPM CORPORATION Attn: LAURA MILLS 4304 W. 24TH AVE. SUITE 100 KENNEWICK WA 99382320	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0002043
		10B. DATED (SEE ITEM 13) 06/08/2012
CODE 012911892	FACILITY CODE	

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.124 - Changes - Fixed Price (Aug 1987) Alternate II (Apr 1984)
	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.)
Tax ID Number: 91-2131802
DUNS Number: 012911892
The purpose of this modification is to make administrative changes and update changes identified after award of the contract.

- a) C.2.1.1(a), Medical Monitoring and Qualification Examinations, is updated to include post-incident examinations. Revised page C-6 is attached.
 - b) C.2.1.9 (a), Information and Records Management, is revised to reference the current directives in Attachment J-2 and align the Performance Work Statement with the records deliverables in Section F.6. Revised page C-14 is attached.
- 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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Russell D. Walter
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)	16C. DATE SIGNED 10/31/2012

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0002043/002

PAGE OF
2 162

NAME OF OFFEROR OR CONTRACTOR
HPM CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>c) C.2.1.13(i) is revised to remove DOE Order 350.1. Revised page C-20 is attached.</p> <p>d) F.6, Reporting Requirements, is revised to make numerous administrative changes, update directive references, and clarify deliverables. Revised pages F-6 and F-11 through F-18 are attached.</p> <p>e) G.2(b), Submission of Vouchers/Invoices, is revised to add the requirements of the OMB Memorandum M-12-16. Revised page G-3 is attached.</p> <p>f) G.4, Contract Administration, is revised to identify Darius Slade as the COR. Revised page G-4 is attached.</p> <p>g) The changes identified in e) and f) above moved the remainder of Section G's contents. Revised pages G-5 and G-6 are attached.</p> <p>h) Clause H.4, Workforce Transition, is revised to more clearly specify the name of the incumbent contractor. Revised page H-4 is attached.</p> <p>i) Clause H.34, Energy Employees Occupational Illness Compensation Program Act (EEOICPA), is revised to remove the reference to DOE Order 350.1, Change 3. Revised page H-28 is attached.</p> <p>j) The change identified in i) above moved the remainder of Section H's contents. Revised pages H-28 through H-38 are attached.</p> <p>k) Clause I.79, FAR 52.237-7, Indemnification and Medical Liability Insurance (JAN 1997) is added to the contract. Clause I.102, DEAR 952.231.71, Insurance - Litigation and Claims (APR 2002), is removed from the contract. Revised pages I-4 through I-6 and pages I-13 through I-19 are attached.</p> <p>l) Section J is revised to update the table of contents and add page numbers to all attachments.</p> <p>m) Attachment J-1 is revised to add 10 CFR 708.</p> <p>n) Attachment J-2 is revised to update the list Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0002043/002

PAGE OF
3 162

NAME OF OFFEROR OR CONTRACTOR
HPM CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>of directives.</p> <p>o) Attachment J-3 is revised to include omitted pages in the original contract award.</p> <p>p) Attachment J-5 is updated to include the current Service Contract Act Wage Determination</p> <p>q) Attachment J-9 is revised to make administrative changes and the add Nurse Practitioners to the Annual Essential Staffing Level.</p> <p>r) Based on the changes in l) through q) above, Section J and all Attachments are revised in their entirety and attached to this modification.</p> <p>s) This modification adds no additional funding or fee to the contract. All other terms and conditions remain unchanged. Period of Performance: 10/01/2012 to 09/30/2018</p>				

C.2 Description of Program Performance Requirements

Work under the contract is divided into three types of contract scope: 1) Firm Fixed Price Scope, 2) Cost Reimbursement Scope, and 3) Indefinite Delivery/Indefinite Quantity (IDIQ) Scope. The scope for each contract type is described below.

C.2.1 Firm Fixed Price Scope

The Contractor shall provide a comprehensive and integrated occupational medical program to meet the outcomes and objectives in Section C.1.2 above. The Contractor shall maintain a “readiness to serve” capability sufficient to support the following activities for approximately 8,000 employees. These employees will be from DOE Hanford Site contractors, DOE’s Richland and Office of River Protection Site Offices, and others as designated from time-to-time in writing by the Contracting Officer (CO) or designee. The Contractor shall provide services at the clinic located at 1979 Snyder Street, Richland, WA and at the on-site facility in the Hanford 200 West Area. Essential staffing levels for Health Care providers are identified in Section J, Attachment J-9 “Annual Essential Staffing Level”. The J-9 list represents staffing required to perform essential duties and may not reflect adequate staff necessary to perform the comprehensive workscope described in this section.

C.2.1.1 Medical Monitoring and Qualification Examinations

- (a) The Contractor shall perform medical monitoring and qualification examinations in accordance with applicable Federal, State and local laws and regulations, and DOE Directives. Medical monitoring and qualification examinations will include initial, periodic and post-incident examinations. In addition to receiving the basic physical examination, other exams/diagnostics may be required. Occupational related exams include, but are not limited to, the following:
 - i. Hazardous Waste Workers and all other Occupations that involve potential exposure to:
 - 1. Radiation and radiologic materials
 - 2. Chemicals, solvents, paint, or fuel
 - 3. Beryllium
 - 4. Benzene
 - 5. Insulation (fiberglass, asbestos)
 - 6. High pressure systems
 - 7. Welding
 - 8. Lasers
 - 9. Pesticides/herbicides
 - 10. Mercury/Lead/heavy metals
 - 11. Respiratory hazards
 - 12. Noise
 - 13. Asbestos
 - 14. Biological Hazards
 - 15. Other

The Contractor shall conduct records management in accordance with 44 USC Chapters 21, 29, 31, 33, and 35; 36 CFR Chapter XII, Subchapter B—Records Management; the current DOE Records Management Program and Vital Records Orders in Section J, Attachment J-2, and any other DOE requirements as directed by the CO. These functions include, but are not limited to: tasks associated with creation/receipt, maintenance, storage/preservation, protecting, scheduling, indexing and dispositioning active and inactive records; retrieving records from on- and off-site storage facilities, and supporting ongoing Freedom of Information Act (FOIA), Privacy Act, Energy Employee Occupational Illness Compensation Program Act (EEOICPA), Former Worker Medical Screening Program (FWP), Chronic Beryllium Disease Prevention Program (CBDPP), congressional inquiries, and legal discovery requests.

The Contractor shall implement records management controls to ensure that records in electronic information systems can provide adequate and proper documentation for as long as the information is needed. The Contractor must incorporate controls into the electronic information system or integrate them into a recordkeeping system that is external to the information system itself (see 36 CFR 1236 for specific electronic records management requirements).

The Contractor shall ensure records generated in the performance of the contract containing personal information that is routinely retrieved by name or other personal identifier are classified and maintained in Privacy Act systems of records (SOR) in accordance with Federal Acquisition Regulation (FAR) 52.224-2, Privacy Act (APR 1984) and DOE O 206.1 DOE Privacy Program.

All records (see 44 USC 3301 for statutory definition of a record) acquired or generated by the Contractor in performance of this contract, except for those defined as contractor-owned (see Section I, DEAR 970.5204-3, Access to and Ownership of Records), and including, but not limited to, records from a predecessor contractor (if applicable) and records described by the contract as being maintained in Privacy Act systems of records, shall be the property of the Government.

The Contractor shall preserve and disposition records in accordance with NARA-approved records disposition schedules. *Note: Records Retention standards are applicable for the classes of records described therein, whether or not the records are owned by the Government or the Contractor (DEAR 970.5204-3).*

The Contractor shall prepare/revise, submit for DOE approval, and execute an approved Records Management Plan, Records Disposition Plan, Vital Records Program Plan, Vital Records Update, and Records Management Close-out Plan consistent with records management regulations,

(b) Medical Information and Records Management

The Contractor shall:

- i. Operate, maintain and improve the existing medical records system;

- Integration of work packages (direct and indirect) and budgets from incumbent contractor;
- Approach to minimizing impacts on continuity of operations;
- Dispute Resolution;
- Assumptions related to Hanford Occupational Medical Program;
- Implementation of existing or proposed management systems (e.g., General Electronic Data Processing, Budget and Planning, Purchasing Material, Compensation, Labor/Payroll, Indirect and Direct Costs, Property Management, Billing and Estimating); and
- Identification and prioritization of issues after transition.

C.2.1.14 Participation in Site Safety & Health Efforts

The Contractor shall participate in, or lead, DOE & Hanford Safety, Health, and Environmental committees and/or subcommittees as directed by the CO. Participation may include such activities as chairing, organizing, coordinating, and/or providing administrative support for action tracking and resolution of items within the Contractor's purview. The Contractor may be asked to participate in, or act in a supporting role to, other Hanford contractor's ISMS activities as appropriate.

The Contractor shall prepare and/or revise, submit for DOE approval and execute, the approved Worker Safety and Health Program (WSHP) as required by 10 CFR 851. The Contractor shall provide updates to this plan and submit to DOE for review on an annual basis. The plan shall be prepared in accordance with the Section I clause entitled "DEAR 952.223-71 Integration of Environment, Safety, and Health into Work Planning and Execution."

C.2.1.15 Audit Support

The Contractor shall provide administrative and technical support for periodic internal and external program audits including but not limited to those by DOE Headquarters (HQ) Office of Environmental Management (EM), DOE HQ Health Safety and Security (HSS), and other outside agencies as directed by the CO. The Contractor shall also prepare audit reports and follow up reports to respond to any audit findings.

C.2.1.16 Continuing Education, Certification, and Professional Organizations

The Contractor shall ensure applicable personnel attend appropriate continuing education courses, conferences, and/or seminars annually, or as required, to maintain competency, technical skill, and certification requirements; and shall ensure applicable employees maintain membership in appropriate professional organizations.

C.2.1.17 Occupational Health Website

The Contractor shall update and maintain the content for an Occupational Health Web site to provide health information to the workforce and obtain customer satisfaction feedback.

C.2.1.18 Personal Protective Equipment

DE-EM0002043, Modification 002
Occupational Medical Services at Hanford

Incident Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
1.	Exposure, Injury, or environmental release incident report	Report the DOE Health & Safety Office, exposure to any substance, possible exposure to any substance, and all accidents resulting in death, trauma, occupational disease, bodily injury, or environmental release. Additional specific reporting requirements may apply per DOE O231.1A Chg.1 Environment, Safety, and Health Reporting and DOE M231.1-2 Occurrence Reporting and Processing of Operations	DOE M 231.1-1A, Chg 2, DOE O 580.1A	Per Occurrence	DOE-RL Health & Safety Office, CO, Program Office	Information	Immediate
2.	Property loss or damage incident report	A full report of all instances of loss, damage, destruction, and theft of Government property per DOE reporting guidelines. Suspected incidents of vandalism or purposeful destruction of property shall be reported to the Hanford Patrol (and Richland Police, as applicable) for investigation.	DOE O 580.1A	Per Occurrence	CO, DOE-RL Property Manager, Hanford Patrol	Information	Immediate upon discovery

Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
3.	Transition Plan	Per Section C.2.1.23	C.2.1.23 Contract Transition	N/A	COR, CO	Review and Approval	5 days after award of contract
4.	Annual Execution Plan	Description of the proposed annual work scope to be accomplished, linked to regulatory or other "drivers" for the work scope, full-time equivalent (FTE) requirements and associated direct and indirect costs, broken-out by work breakdown structure (WBS) element	C.2.1.22 Project Controls and Management	Annually	DOE-RL Program Office, CO	Review and Approval	August 31

Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
	Plan (PMP)		Benefit Plans: Pension and PRB		RL Contractor Industrial Relations	Approval	
18.	Investment Policy	Per H Clause	H.7. Legacy Benefit Plans: Pension and PRB	Initial: Within 90 days of end of transition Thereafter: as changed	CO; DOE-RL Contractor Industrial Relations	Information	Initial: Within 90 days of end of transition Thereafter: as changed
19.	Administrative Cost Incurred	Per H Clause	H.7. Legacy Benefit Plans: Pension and PRB	Annual	CO; DOE-RL Contractor Industrial Relations	Information	60 days after plan year end
20.	Benefit-Value Study	Per H Clause	H.7. Legacy Benefit Plans: Pension and PRB	1 st year of contract, then every 3 years	CO; DOE-RL Contractor Industrial Relations	Review and Approval	1 st year of contract, then every 3 yea
21.	Form 5500	Per H Clause Copies of IRS 5500 forms with schedules, within nine (9) months of the last day of the current pension plan year; and	H.7. Legacy Benefit Plans: Pension and PRB	Annual	CO; DOE-RL Contractor Industrial Relations	Information	According to Internal Revenue Service Schedule
22.	Form 5300	Per H Clause Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a plan	H.7. Legacy Benefit Plans: Pension and PRB	Annual	CO; DOE-RL Contractor Industrial Relations	Information	According to Internal Revenue Service Schedule

DE-EM0002043, Modification 002
Occupational Medical Services at Hanford

Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
23.	FAS 87 and FAS 106	Per H Clause Copies of the FAS 87 and FAS 106 reports and updates for the plans	H.7. Legacy Benefit Plans: Pension and PRB	Annual	CO; DOE-RL Contractor Industrial Relations	Information	As requested
24.	Annual Actuarial Report	Per H Clause Actuarial Valuation reports and Funding reports for the pension plan	H.7. Legacy Benefit Plans: Pension and PRB	Annual	CO; DOE-RL Contractor Industrial Relations	Information	As requested
25.	Public Voucher (SF-1034) 1) Fixed Price and Cost Invoices. 2) Fee invoices.	1) Fixed Price and Cost Invoice.	1) G.2 Submission of Vouchers/Invoices Instructions 2) G.2 Submission of Vouchers/Invoices Instructions; B.17(d)	1) Monthly 2) Annually upon final determination of the award fee for the annual evaluation period by the FDO.	COR, CO	1) Review and Approval 2) Review and Approval	1) 15 th of Month for previous month 2) The contractor may invoice immediately upon final determination of the award fee for the annual evaluation period by the FDO.
26.	Billing Rate Variance Report	Variance between estimated and actual rates for services.	C.2.1.22 Project	Monthly	Program Office,	Information	15 th of Month for

Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
			Controls and Management		Financial Management Division (FMD), COR, CO		previous month
27.	Program Performance Report (PPR)	Contractor's monthly Self-evaluation of Performance Report: backup and analyses for all work completed in performance of this contract.	E.6 Contractor's Self-Evaluation of Performance	Monthly	Program Office, CO	Review (approval as part of the Fee Evaluation)	15 th of Month for previous month
28.	Safeguards and Security Monitoring Activity Report	Substance dependence monitoring program and psychological monitoring	C.2.1.1 Medical Monitoring and Qualification Examinations	Monthly	Security and Emergency Services Division (SES), CO	Information	15 th of the month for previous month
29.	Controlled Substances Inventory	Indicates control and protection of Government property	C.2.1.3 Diagnosis and Treatment of Injury or Illness	Semi-annually	Program Office, CO	Information	October 15, April 15
30.	Report of Records Holdings	Identifies volume of active records being maintained by the Contractor	C.2.1.9 Information and Records Management	Annually	Program Office, CO	Information	N/A
31.	Records Management Plan	The Records Management Plan is a high-level program document that shall describe, at a minimum: how the Contractor will manage all life-cycle phases of Government-owned records, records management training to all contractor personnel; the safeguarding, protection and maintenance of records use of NARA approved Records Disposition Schedules;; and the Contractor's procedures for implementation of the	C.2.1.9 Information and Records Management; 36 CFR Chapter 12	Within 60 days of contract award	Program Office; DOE – EMCBC RMFO; CO	Review and Approve	Within 60 days of contract award

Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
		records management program as a whole, including relationships with other programs that cannot respond properly without sound records search and retrieval capabilities (e.g., processing claims received by the Department of Labor pursuant to the EEOICPA, FOIA, etc.).					
32.	Records Inventory and Disposition Schedule (RIDS) - Records File Plan	A RIDS (file plan) is a comprehensive outline that includes the records series title and description, active file locations, file arrangement, file cutoff, retention period, file transfer instructions, disposition instructions, and other specific instructions that provide guidance for effective management of records, including vital records.	C.2.1.9 Information and Records Management; 36 CFR, Chapter 12;	Within 6 months of contract award	Program Office;; CO	Review and Approve	Within 6 months of contract award
33.	Records File Plan Update	Bi-annual submittal of any revisions to the Records File Plan	36 CFR Chapter 12	Bi-annually	Program Office;; CO	Review and Approve	12 Months after contract award
34.	Records Disposition Plan	The Records Disposition Plan shall document the contractor's disposition process which shall include processing records to storage (e.g., on-site, commercial and/or the Federal Records Center) and the destruction process. This plan shall be developed and submitted for DOE approval prior to any records disposition activities.	C.2.1.9 Information and Records Management; 36 CFR, Chapter 12	Within 6 months of contract award	Program Office;; CO	Review and Approve	Within 6 months of contract award
35.	Vital Records Program / Plan	Describes how the contractor will identify records needed for performing essential functions and a plan to protect vital records and the recovery of any records affected by an emergency or disaster. Plan to include list of vital records.	C.2.1.9 Information and Records Management; DOE O 243.2	Within 6 months of contract award	Program Office;; CO	Review and Approve	Within 6 months of contract award
36.	Vital Records Update	Annual submittal of any revisions to the vital records listing.	C.2.1.9 Information and Records Management	Annually	Program Office;; CO	Review and Approve	12 Months after contract award
37.	Privacy Act List of Systems of Records	The Contractor shall prepare and submit for DOE approval, in accordance with Federal Acquisition Regulation clause 52.224-2,	C.2.1.9 Information	Within 90 days of	DOE Privacy	Review and Approval	Within 90 days of

Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
		Privacy Act (APR 1984) and DOE O 206.1 DOE Privacy Program: (1) a list of the systems of records that fall under the Privacy Act and (2) note the design, development, or operation work that will be performed, and (3) the responsibility of each system. Systems currently covered by the Privacy Act can be found in the Federal Register.	and Records Management; DEAR 970-5204-3; FAR 52.224-2; DOE O 206.1;	contract award	Act Officer; CO		contract award
38.	Records Inventory and Disposal Schedules	Identifies active records and approved schedule for disposition of records	C.2.1.9 Information and Records Management	Annually	Program Office, CO	Information	As requested
39.	Customer Satisfaction Report	A report that summarizes the results of customer satisfaction surveys from end-users and site contractor management.	J-10 Performance Evaluation and Measurement Plan	Quarterly	Program Office, COR, CO	Information	January 15 th , April 15 th , July 15 th , October 15 th
40.	Accreditation Requirements Reports	H Clause "Accreditation Requirements": 1) Communications to and from the AAAHC; 2) Action Plan; 3) monthly progress report, and 4) quality indicators submitted to the AAAHC	H.14 Accreditation Requirements	As required	Program Manager, COR, CO	Information	1) 5 business days, 2) 10 business days. 3) monthly, 4) as required
41.	DOE Directives Review	Review of DOE Paperless Directive System	H.31. Paperless Directive Processing System	Review Monthly, Report Quarterly	COR, CO	Review and Approval	Quarterly
42.	Organizational Chart; Standards and procedures	Per H Clause	H.37. Contractor's Organization	As required	COR, CO	Information	Upon award and subsequent updates

DE-EM0002043, Modification 002
Occupational Medical Services at Hanford

Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
43.	System Categorization; Computer Security Threat and Vulnerabilities Statement and Computer Security Risk Assessment and Mitigation document; System Security Plan	Per H Clause "Information Technology"	H.41 Information Technology	N/A	Program Office, DOE-RL CIO, COR, CO	Review and Approval	March 31, 2013
44.	Recommended improvements to enhance Hanford occupational and preventive health programs	Recommended improvements to enhance Hanford occupational and preventive health programs, based on contractor review of Federal, State, and DOE documents, and trade publications. Reports shall determine applicability and impact of any new or proposed regulations or best practices on operations, and alert the CO, of regulation and program changes affecting this contract, and recommend an implementation plan for identified changes.	C.2.1.7 Health Program Improvements	As identified	Program Office, CO	Information	As identified
45.	Facility/Site Visit Form	Worksite Visit Reports following the monthly coordinated visits to the worksite by Occupational Health providers, including the SOMD, all physicians and all mid-level practitioners. This requirement does not apply to casual visits, coordinated presentations, or brief consultative visits.	C.2.1.11 Field / Facility Worksite Visits (WSV)	As WSV completed	Worksite visit representative of the host organization POC	Information	By end of month for previous month
46.	Consultative Reports	The Occ Med contractor will be requested to provide industrial hygiene support and expert consultation. When written reports are requested, the quantity and depth of these reports shall be adequate for the purpose.	C.2.1.20 Industrial Hygiene Support	As requested	Requesting Organization	Information	As requested
47.	Beryllium Registry Submittal	Data for each beryllium-associated worker is to be submitted to the Beryllium Registry semi-annually. The Occupational Medicine Contractor has been identified as the lead coordinator by the Hanford Site-Wide Chronic Beryllium Disease Prevention Program (DOE-	C.2.1.5 Legacy Health Issues; 10 CFR	Semi-annual	ORISE BAWR	Information	July 30 th for the time period January 1 st

DE-EM0002043, Modification 002
Occupational Medical Services at Hanford

Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
		0342). The Oak Ridge Institute for Science and Education (ORISE) maintains the Beryllium Associated Worker Registry (BAWR) for the U.S. Department of Energy (DOE) Office of Health, Safety and Security (HSS).	850.39(h);				through June 30 th ; and by January 30 th for the time period July 1 st through December 31 st
48.	Illness and Injury Monthly Report	Illness and Injury data as described in DOE-STD-1190-2007 Generally: 1) roster data updated periodically, 2) illness and injury data as reported by workers through the return to work process following an illness or injury-related absence, 3) OSHA 300 log data, and 4) disability retirements and deaths among actively employed workers	10 CFR 850; 10 CFR 851; Atomic Energy Act of 1954; Energy Reorganization Act of 1974; 42 USC 2051; DOE O 231.1-1A, Chg 2; DOE O 440.1	Monthly	Illness and Injury Surveillance Data Center (Currently at Oak Ridge Institute for Science and Education – ORISE)	Information	15 th of Month for previous month
49.	Illness and Injury Roster Quarterly Update	Illness and Injury roster data as described in DOE-STD-1190-2007. Information concerning all contractor and subcontractor workers who are covered by 10 CFR 851 Worker Health and Safety Rule	10 CFR 850; 10 CFR 851; Atomic Energy Act of 1954; Energy Reorganization Act of 1974; 42 USC 2051; DOE O 231.1-1A, hg	Quarterly	Illness and Injury Surveillance Data Center (Currently at Oak Ridge Institute for Science	Information	Complete, unabridged Roster due January 1; Quarterly updates each quarter: April 1, July 1, October 1

DE-EM0002043, Modification 002
Occupational Medical Services at Hanford

Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
			2; DOE O 440.1		and Education – ORISE)		
50.	Worker Safety & Health Program (WSHP)	Safety and Health Program (WSHP)	C.2.1.14 Participation in Site Safety & Health Efforts; 10 CFR 851	Once	Program Office, CO	Approve	45 days after contract signing
51.	Worker Safety and Health Program annual update	Safety and Health Program (WSHP) annual update	C.2.2.12 Worker Safety & Health Program Updates; 10CFR851	Annually	Program Office, CO	Review	Annually on anniversary of initial plan approval

G.2 SUBMISSION OF VOUCHERS/INVOICES

- (a) VIPERS. Contractors must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the voucher.
- (b) Firm Fixed Price and Cost Invoices. Contractors will use Standard Form 1034 *Public Voucher for Purchases and Services Other Than Personal* located at <http://www.gsa.gov/portal/forms/type/SF> when requesting reimbursement for the services performed under this contract. The Contractor shall submit invoices in accordance with the FAR payment clause in Section I of the contract. The Contractor may submit invoices, with supporting documentation, monthly for the cost reimbursable contract items or task order (if applicable). For the Cost Reimbursable Billing Costs, the voucher must include a statement of cost and supporting documentation for services rendered for the cost reimbursable items specified in Section B. This statement should include, as a minimum, a breakout by cost or price element or task order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract. Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract. Costs claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended.

Contractors may submit requests for Contract Financing Payments in accordance with FAR clause 52.232-16 Progress Payments (Aug 2010) for the fixed price services contract line items or task order (if applicable). For the Firm Fixed Price Billing Costs, the voucher must include an amount for the invoicing period that is representative of the services provided for the fixed price items specified in Section B.

The Contractor is required to submit Program Performance Reports (PPR, reference section E-6) on a monthly basis reconciled to the monthly invoice submitted for payment. The PPR period must match that of the invoice period and must be received by DOE at the same time as the submission of the monthly invoice.

The Contractor shall implement the Office of Management and Budget (OMB) Memorandum M-12-16, dated July 11, 2012, Providing Prompt Payment to Small Business Subcontractors, by providing payments to applicable small business subcontracts within 7 calendar days after receiving payment from the Government.

- (c) Fee Invoices. The Contractor may submit invoices for annual fee payments based on DOE's fiscal year calendar concurrent with the PPRs. Fee payment(s) will be made after the CO determines whether adjustments/reductions are necessary.

- (d) Any basis for invoice withholding, adjustment or reduction which is discovered after payment will be corrected on subsequent invoices. If the Government discovers such defects, the CO will notify the Contractor in writing. The CO's written notification will explain the nature of the basis for withholding, adjustment, or reduction, as well as specify the dollar amount of the withholding, adjustment or reduction.
- (e) Nothing in this provision shall affect the rights of either the Government or the Contractor under the Section I clause entitled FAR 52.232-25, "Prompt Payment," of this contract. The Government may notify and/or initiate withholding, adjustment, or reduction any time prior to final payment under this contract.

G.3 DOE CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative(s) will be designated by separate letter and will represent the CO in the technical phases of the work. A copy of this designation letter shall be furnished to the Contractor. The COR is not authorized to change any of the terms and conditions of this contract. Changes in Section C will be made only by the CO by properly written modification(s) to the contract. Additional COR's for other purposes as required may be designated in writing by the CO.

G.4 CONTRACT ADMINISTRATION

- (a) The name and correspondence address of the Department of Energy (DOE) Contracting Officer (CO) is:

Russell D. Walter, Contracting Officer
U.S. Department of Energy
Procurement Division
P.O. Box 550 - MSIN A7-80
Richland, WA 99352

Written communication shall make reference to the contract number and shall be mailed to the Contract Specialist designated via separate correspondence to the above address.

- (b) The name and correspondence address of the DOE Contracting Officer's Representative (COR) is:

Darius J. Slade, Contracting Officer Representative
U.S. Department of Energy
Site Services Division
P.O. Box 550 - MSIN A2-15
Richland, WA 99352

Performance of the work under this contract shall be subject to the technical direction of DOE COR(s) in accordance with the Section H clause entitled, DEAR 952.242-70, Technical Direction. Any change in any DOE COR may be made administratively by letter from the CO consistent with Section H clause entitled, DEAR 952.242-70, Technical Direction.

- (c) The designated paying office for direct payment invoices under the contract is:

Direct Mail Address:

U.S. Department of Energy
Oak Ridge Financial Services Center
P.O. Box 4307
Oak Ridge, TN 37831

Express Courier Address:

U.S. Department of Energy
Oak Ridge Financial Services Center
200 Administration Road
Oak Ridge, TN 37831
(865) 241-5073

G.5 CONTRACTOR'S POINT OF CONTACT

The Contractor shall provide to the CO, COR, and the DOE Richland Occupational Medicine Program Manager the name or names of the responsible person or persons authorized to act for the Contractor, and in what capacity. The list shall be updated whenever changes occur.

G.6 DOE-G-1005 OBSERVANCE OF LEGAL HOLIDAYS

(a) The on-site Government personnel observe the following holidays:

New Year's Day

Martin Luther King, Jr.'s Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

G.7 DEFECTIVE OR IMPROPER INVOICES

Invoices not conforming to paragraph (a)(4) of contract clause FAR 52.232-25, Prompt Payment shall be deemed improper and thus defective. The Contractor shall provide the name or names (where

practicable), title, phone number, office name, and complete mailing address of officials of the Contractor to be notified when the Government receives a defective or improper invoice to the Contracting Officer.

containing Category II special nuclear material, and which meets the standards of the applicable DOE directive.

H.4 WORKFORCE TRANSITION

The Contractor shall use the transition period to make hiring decisions and to establish the management structures necessary to conduct an employee relations program. In establishing an initial workforce, and through the first six months after Contract award, the Contractor shall give a right of first refusal in hiring for vacancies in non-managerial positions under this Contract to employees of the predecessor contractor who meet the qualification for a particular position. Incumbent employees are the employees of Computer Sciences Corporation (CSC) – Hanford Occupational Health Services who hold regular appointments or who are regular employees. This right of first refusal takes priority over the hiring preference provided in Section 3161 of the National Defense Authorization Act for Fiscal Year 1993, as set forth in the Section I clause entitled DEAR 952.226-74, Displaced Employee Hiring Preference. It does not apply to the Contractor's hiring of management staff (i.e., first line supervisors and above).

H.5 LABOR RELATIONS

- (a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.
- (b) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR Subpart 22.1 and all applicable Federal and State labor relations laws.
- (c) The Contractor will notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, and settlement agreements and will furnish such additional information as may be required by the Contracting Officer.

H.6 COLLECTIVE BARGAINING AGREEMENTS

Consistent with applicable labor law and regulations, the Contractor shall recognize and bargain in good faith with the collective-bargaining representatives (e.g., the United Staff Nurses Union and the United Food and Commercial Workers) of employees performing work that has historically and traditionally been performed by these union members and is covered in the scope of this contract.

- DOE-11 Emergency Operations Notification Call List
- DOE-13 Payroll & Leave Records
- DOE-14 Report of Compensation
- DOE-15 Intelligence Related Access Authorization
- DOE-23 Property Accountability System
- DOE-28 General Training Records
- DOE-31 Firearms Qualifications Requirements
- DOE-33 Personnel Medical Records (Contractor Employees)
- DOE-35 Personnel Radiation Exposure Records
- DOE-38 Occupational and Industrial Accident Reports
- DOE-43 Personnel Security Clearance File
- DOE-48 Security Education and/or Infraction Reports
- DOE-51 Employee and Visitor Access Control Records
- DOE-52 Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
- DOE-53 Access Authorization for ADP Equipment
- DOE-81 Counterintelligence Administrative and Analytical Records and Reports
- DOE-84 Counterintelligence Investigative Records
- DOE-88 Epidemiological and Other Health Studies, Surveys and Surveillances

The above list shall be revised from time to time by the Contracting Officer as may be necessary to keep it current. Such changes need not be formally incorporated before annual fee and scope modifications, but shall have the same effect as if actually listed above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of FAR Clause 52.224-2, "Privacy Act."

H.34 ENERGY EMPLOYEES OCCUPATIONAL ILLNESS COMPENSATION PROGRAM ACT (EEOICPA)

The Contractor shall provide support of the EEOICPA established under Title XXXVI of the *National Defense Authorization Act of 2001* (Public Law 106-398). The Contractor shall provide records in accordance with DEAR Clause 970.5204-3, "Access to and Ownership of Records" in support of EEOICPA claims and the claim process under the EEOICPA.

- (a) The Contractor shall provide support services as required to verify employment and other records, which provide pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named subcontractors' employees. In addition, the Contractor shall provide reports as directed by DOE.
- (b) The Contractor shall provide an EEOICPA point of contact; this employee must attend meetings as requested by DOE. All communications with outside agencies in relation to EEOICPA will be coordinated through DOE.
- (c) The Federal Compensation Program Act (FCPA) electronic reporting system will be provided to the Contractor.

(d) The Contractor shall provide the support necessary to accomplish the following DOE EEOICPA activities, for the Contractor and any named subcontractors:

- 1) Locate, retrieve and copy (2 copies) personnel and other program records as requested;
- 2) Perform records research needed to complete the U.S. Department of Labor (DOL) claims or to locate records needed to complete the claim;
- 3) Perform/coordinate records declassification activities required for the processing of claims forms;
- 4) Keep FCPA information current on EEOICPA claims activities.
- 5) Ensure all EEOICPA claims received are completed and returned to DOE within 45 calendar days of date entered in the FCPA by DOE.

H.35 ADDITION AND ALTERATIONS TO IMPLEMENT EXECUTIVE ORDER 13423, STRENGTHENING FEDERAL ENVIRONMENTAL, ENERGY, AND TRANSPORTATION MANAGEMENT AND ITS IMPLEMENTING INSTRUCTIONS

This Contract involves Contractor operation of Government-owned facilities and/or vehicles and the provisions of Executive Order 13423 are applicable to the Contractor to the same extent they would be applicable if the Government were operating the facilities or vehicles. Information on the requirements of the Executive Order and its Implementing Instructions may be found at http://ofee.gov/Executive Order/Executive Order13423_main.asp. This requirement includes the Electronics Stewardship requirements of Implementing Instruction XII. When acquiring desktop or laptop computers and computer monitors, the Contractor shall acquire Electronic Product Environmental Assessment Tool registered products conforming to IEEE 1680-2006 Standard and ranked at least bronze, provided such products are life cycle cost efficient and meet applicable performance requirements. Information on EPEAT-registered computer products is available at www.epeat.net.

Green purchasing or environmentally preferable contracting includes the initiatives described below:

- Alternative Fuels and Vehicles are described at <http://www.afdc.energy.gov/afdc/>
- Biobased Products are described at <http://www.biopreferred.gov/>
- Energy efficient products are described at <http://energystar.gov/products> for Energy Star products and at <http://www.eere.energy.gov/femp/procurement> for FEMP designated products
- Environmentally Preferable Computers are described at <http://www.epeat.net>
- Non-Ozone Depleting Products are described at <http://www.epa.gov/Ozone/snap/index.html>
- Recycled Products are described at <http://epa.gov/cpg>
- Water efficient products are described at <http://epa.gov/watersense/>

To the extent that the services provided by the Contractor require the provision of any of the above types of products, the environmentally preferable type of product is to be furnished unless that type of product is not available competitively within a reasonable time, at a reasonable price, is not life cycle cost efficient in the case of energy consuming products, or does not meet reasonable performance standards. The clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts, in Section I require the use of products that have biobased content, are energy efficient, or have recycled content.

The Contractor shall instruct Contractor employees in utilities conservation practices. The Contractor shall operate under conditions that preclude the waste of utilities.

The Contractor shall use lights only in areas where and at the time when work is actually being performed except in those areas where lighting is essential for purpose of safety and security.

H.36 GOVERNMENT OWNED PROPERTY AND EQUIPMENT RESPONSIBILITIES FOR CONTRACT TRANSITION PERIOD

All real and personal property currently accountable to the incumbent contractor for contract performance will be provided to the Contractor. During the contract transition period, an inventory record of such property in the DOE Facilities Information Management System (FIMS) and current contractor's personal property databases will be provided to the Contractor. Specifically, the following property acceptance requirements will be implemented:

- (a) The Contractor must perform a joint wall-to-wall physical inventory with the incumbent contractor of all accountable high-risk and sensitive property during the transition period and accept full accountability for the high-risk property at the end of transition.
- (b) The Contractor must accept, at the end of transition, transfer of accountability for the remaining Government-owned real and personal property not covered under this clause, based on existing inventory records, on an "as-is, where-is" basis, or perform a wall-to-wall inventory within 120 calendar days of the effective date of the contract. Any discrepancies from the existing inventory records shall be reported to the CO. As the formal inventories are completed, the Contractor shall assume responsibility and liability for subsequent losses and damages. If the physical inventory is not accomplished within the allotted time frame, the previous Contractor's records will become the inventory baseline.

H.37 DEAR 970.5203-3 – CONTRACTOR'S ORGANIZATION

- (a) Organization chart. As promptly as possible after the execution of this contract, the Contractor shall furnish to the Contracting Officer a chart showing the names, duties, and

organization of key personnel (see “Key Personnel” above in this Section) to be employed in connection with the work, and shall furnish supplemental information to reflect any changes as they occur.

- (b) Supervisory representative of contractor. Unless otherwise directed by the contracting officer, a competent full-time resident supervisory representative of the Contractor satisfactory to the contracting officer shall be in charge of the work at the site, and any work off-site, at all times.
- (c) Control of employees. The Contractor 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 necessary. In the event the Contractor fails to remove any employee from the contract work whom DOE deems incompetent, careless, or insubordinate, or whose continued employment on the work is deemed by DOE to be inimical to the Department's mission, the contracting officer may require, with the approval of the Secretary of Energy, the Contractor to remove the employee from work under the contract. This includes the right to direct the Contractor to remove its most senior key person from work under the contract for serious contract performance deficiencies.
- (d) Standards and procedures. The Contractor shall establish such standards and procedures as are necessary to implement the requirements set forth in 48 CFR 970.0371. Such standards and procedures shall be subject to the approval of the contracting officer.

H.38 PERFORMANCE GUARANTEE AGREEMENT (JULY 2011)

The Contractor’s parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J.

If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

H.39 RESPONSIBLE CORPORATE OFFICIAL (JULY 2011)

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in the Section J Attachment entitled, “Performance Guarantee Agreement.” The individual signing the “Performance Guarantee Agreement” for the parent company(s) should be the Responsible Corporate Official.

The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues.

Responsible Corporate Official:

Name: **Hollie Mooers** _____

Position: **President** _____

Company/Organization: **HPM Corporation** _____

Address: **4304 W. 24th Ave. Suite 100, Kennewick, WA 99338** _____

Phone: **(509) 737-8939 ext.25** _____

Facsimile: **(509) 737-8938** _____

Email: hmoosers@hpmcorporation.com

Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight.

DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

Corporate Board of Directors:

Name: **Hollie Mooers** _____

Position: **President** _____

Company/Organization: **HPM Corporation** _____

Address: **4304 W. 24th Ave. Suite 100, Kennewick, WA 99338** _____

Phone: **(509) 737-8939 ext.25** _____

Facsimile: **(509) 737-8938** _____

Email: hmoosers@hpmcorporation.com

Should any change occur to the Corporate Board of Directors or their contact information during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

H.40 RESERVED

H.41 INFORMATION TECHNOLOGY (IT)

All information produced in support of this contract is deemed the property of the Government and must be processed and protected, commensurate with risk, in compliance with Government laws, Office of Management and Budget (OMB) mandates, and departmental policy.

Cyber Security

The Contractor shall develop a Cyber Security Program to meet the requirements of DOE Order 205.1A – Department of Energy Cyber Security Management Program and the Environmental Management Program Security Plan.

The Contractor shall evaluate the Information System or Systems it will operate or develop in accordance with FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATION FIPS 199, Standards for Security Categorization of Federal Information and Information Systems. The determination of the system categorization shall be approved by the Contracting Officer. This categorization will determine the level of controls required in the development of the Contractor's cyber security program. Along with submittal of the System Categorization, the Contractor shall develop and submit a Computer Security Threat and Vulnerabilities Statement and Computer Security Risk Assessment and Mitigation Document within 90 days of contract award. Additional deliverable requirements will be based on these documents.

Based on the System Categorization the Contractor shall develop a System Security Plan in accordance with the Under Secretary of Energy's Program Cyber Security Plan and the Environmental Management Program Security Plan. The Contractor shall implement the Management, Operational, and Technical Controls specified in these documents.

Authorization to Operate:

The DOE will notify the Contractor of the appointment of a Designated Approval Authority (DAA). The DAA will authorize the full implementation of the Contractor's IT systems. The Contractor will be subject to the reviews and system testing described in the requirements and the results of these will be presented to the DAA for review. If the results of the review are satisfactory, the DAA may issue declaration of an "Authority to Operate" (ATO) which will allow the Contractor to fully operate their IT systems within a specified time. The ATO will also specify the provisions for the continuous monitoring of the Contractor's IT Systems.

If the Contractor's systems are not fully compliant but do meet the minimum standard for operations, the DAA may issue conditions, terms, or limitations on the operations of the Contractor's IT systems until they are fully compliant. These will be specified in the ATO.

If the results of the reviews and system test are not satisfactory, the DAA may deny or rescind a previous ATO with a Denial of Authorization to Operate (DATO). If the DAA issues a DATO, all costs associated with any mission delay will be the responsibility of the Contractor.

Risk Portfolio Manager:

Environmental Management's (EM) Risk Portfolio Manager (RPM) is an application developed by EM to standardize the development of IT system accreditation packages that support the DAA's decision in issuing an ATO. RPM is a central repository for cyber security documentation and Plans of Actions and Milestones (POA&M). RPM is pre-populated with DOE cyber security control requirements and will assist the Contractor in the development of required cyber security documentation. It will be the enterprise central repository for all required Certification and Accreditation (C & A) documents and artifacts. OMB requires that agencies upload information electronically to OMB. RPM is used to meet this requirement. The Contractor will be given access to the system and is required to provide updates in a timely manner.

Monitoring of IT Networks/Systems:

The Federal Government, the Department of Energy, and the Office of Environmental Management may monitor Contractor networks/systems used to conduct the EM mission for malicious activity and performance measures at any time. Hardware and software may be deployed on Contractor networks for this purpose. The installation, support and response to issues developed from these systems are within the scope of this contract.

Enterprise Architecture:

Federal law requires that agencies develop and document an Enterprise Architecture (EA). The architecture encompasses the missions and business processes that support each mission. The Contractor shall develop an Enterprise Architecture that describes the Contractor's IT systems in accordance with DOE Order 200.1A. All Federal IT investments are documented within the budget process by a form Exhibit 53 or form Exhibit 300, in accordance with OMB criteria. As part of the Enterprise Architecture, the Contractor shall develop an application inventory which is mapped to the appropriate Exhibit 53 and 300. The Contractor shall be required to provide data and information in support of developing the Exhibit 53 and or Exhibit 300 documentation.

EM utilizes an online system that the Contractor may be required to log on to and provide specific budget and cost data. Costs accumulated in association with IT and Cyber Security must be identified as such and be identifiable from a contract management perspective. See the specific sections of OMB Circular No. A-11 for further information or clarification of Exhibits 53 and 300.

Other Requirements:

The DOE orders and Program Cyber Security Plan provide for development of Policies, Procedures or Instructions to documents the Cyber Security Program. These documents may be required to be provided to the DAA to support development of an ATO for the Contractor's IT systems. The extent of the request of documents from the Contractor will rest on Risk Determination and other factors. At such time as the risk determination has been completed a list of required deliverables will be developed.

Data calls: As an integral part of compliance with DOE Order 205.1A, EM periodically issues data calls requesting specific information about the Contractor's system. Responding to these data calls in a timely manner is within the scope of this contract.

H.42 COMPLIANCE WITH INTERNET PROTOCOL, VERSION 6 (IPV6), IN ACQUIRING INFORMATION TECHNOLOGY (JULY 2011)

This contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor agrees that (1) all deliverables that involve IT that uses IP (products, services, software, etc.) comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for fielded product management, development and implementation available. If the Contractor plans to offer a deliverable that involves IT that is not initially compliant, the Contractor shall (1) obtain the Contracting Officer's approval before starting work on the deliverable; and (2) have IPv6 technical support for fielded product management, development and implementation available.

Should the Contractor find that the Performance Work Statement of this contract do not conform to IPv6 standards, it must notify the Contracting Officer of such nonconformance and act in accordance with the instructions of the Contracting Officer.

H.43 SECURITY, OPERATIONAL SECURITY AND INFORMATION SECURITY

- (a) The Contractor shall comply with all DOE security requirements.
- (b) Neither the Contractor nor any of their employees shall disclose or cause to be disseminated any information concerning Government operations, including those performed by Contractors for the Government, which could result in or increase the likelihood of the possibility of a breach of security or interrupt the continuity of operations. Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified, unclassified sensitive, or export controlled information that may come to the Contractor or any person under their control in connection with work under this contract, may subject the Contractor, their agents, or employees to criminal liabilities.
- (c) The Contractor shall identify a point of contact within their organization as the Contractor's representative for Operational Security (OPSEC) on the Hanford OPSEC team.

- (d) All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of or in connection with the performance of this contract, shall be directed to the CO if the resolution requires dissemination of official information.
- (e) No part of this section shall be construed so as to discourage appropriate reporting of allegations of waste, fraud, or abuse.

H.44 TASK ORDERING PROCEDURE

- (a) Only the Contracting Officer may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (b) Prior to issuing a task order, the Contracting Officer will provide the Contractor with the following data:
 - (1) A functional description of the work or performance work statement identifying the objectives or results desired from the contemplated task order.
 - (2) Proposed performance standards to be used as criteria for determining whether the work requirements have been met.
 - (3) A request for a task order proposal from the Contractor to include the technical approach, period of performance, appropriate price information, and any other information required to determine the reasonableness of the Contractor's proposal.
- (c) Within 30 calendar days after receipt of the Contracting Officer's request, the Contractor shall submit a task order proposal conforming to the request.
- (d) After review and any necessary discussions, the Contracting Officer may issue a task order to the Contractor containing, as a minimum, the following:
 - (1) Date of the order.
 - (2) Contract number and order number.
 - (3) Functional description of the work identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
 - (4) Performance standards, and where appropriate, quality assurance standards.

- (5) Maximum dollar amount authorized. This includes allocation of award fee among award fee periods, if applicable.
- (6) Any other resources (travel, materials, equipment, facilities, etc.) authorized.
- (7) Delivery/performance schedule including start and end dates.
- (8) If contract funding is by individual task order, accounting and appropriation data.
- (e) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within 5 calendar days after receipt of the task order.
- (f) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in paragraphs (a) through (d), a task order which includes a ceiling price may be issued.
- (g) The Contracting Officer may amend tasks in the same manner in which they were issued.
- (h) In the event of a conflict between the requirements of the task order and the Contractor's approved task order proposal, the task order shall prevail.
- (i) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:
 - (1) Contract number, task order number, and date of order.
 - (2) Task order price.
 - (3) Significant issues/problems associated with a task.
 - (4) Status of all tasks issued under the contract.

H.45 MATERIAL SAFETY DATA SHEET AVAILABILITY (JULY 2011)

In implementation of the clause in Section I entitled, "FAR 52.223-3 Hazardous Material Identification and Material Safety Data," the Contractor shall obtain, review and maintain a material safety data sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used; and maintain an accurate inventory and history of use of hazardous materials at each use and storage location. The MSDS shall conform to the requirements of 29 CFR 1910.1200(g).

H.46 ASSIGNMENT AND ADMINISTRATION OF CONTRACTS AND SUBCONTRACTS (JULY 2011)

- (a) Assignment of DOE Prime Contracts. During the period of performance of this Contract, it may become necessary for the U.S. Department of Energy (DOE) to transfer and assign existing or future DOE prime contracts supporting site work to

- this contract. The Contractor shall accept the transfers and assignments of contracts. Any recommendations and/or suggestions regarding individual transfers directed by DOE shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.
- (b) Administration of Subcontracts. The administration of all subcontracts entered into and/or managed by the Contractor, including responsibility for payment hereunder, shall remain with the Contractor. The Government reserves the right at any time to require that the Contractor submit any or all other contractual arrangements, including but not limited to purchase orders or classes of purchase orders, for approval, and provide information concerning methods, practices, and procedures used or proposed to be used in subcontracting and purchasing. Subcontracts and purchase orders shall be made in the name of the Contractor, shall not bind nor purport to bind the Government, shall not relieve the Contractor of any obligation under this contract (including, among other things, the obligation to properly supervise and coordinate the work of subcontractors), and shall be in such form and contain such provisions as are required by this contract or as the Contracting Officer may prescribe. Any consent by the Contracting Officer to the placement of subcontracts shall not be construed to create subcontractor privity of contract with the Government.
- (c) Transfer of Subcontracts. As the successor contractor, the Contractor agrees to accept the transfer of existing subcontracts as determined necessary by DOE for continuity of operations. The Contractor shall attempt to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the Contracting Officer in writing. DOE reserves the right to direct the Contractor to transfer to DOE or another Contractor any subcontract awarded under this contract.

I.68	FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984).....	12
I.69	FAR 52.232-17 INTEREST (OCT 2010).....	12
I.70	FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984).....	12
I.71	FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986).....	12
I.72	FAR 52.232-25 PROMPT PAYMENT (OCT 2008).....	12
I.73	FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003).....	12
I.74	FAR 52.233-1 DISPUTES (JUL 2002) ALTERNATE I (DEC 1991).....	13
I.75	FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996).....	13
I.76	FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004).....	13
I.77	FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984).....	13
I.78	FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991).....	13
I.79	FAR 52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997).....	13
I.80	FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984).....	14
I.81	FAR 52.242-13 BANKRUPTCY (JUL 1995).....	14
I.82	FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996).....	14
I.83	FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010).....	14
I.84	FAR 52.245-1 GOVERNMENT PROPERTY (AUG 2010) – ALTERNATE I (AUG 2010).....	14
I.85	FAR 52.245-9 USE AND CHARGES (AUG 2010).....	14
I.86	FAR 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997).....	14
I.87	FAR 52.248-1 VALUE ENGINEERING (OCT 2010).....	14
I.88	FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	14
I.89	FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991).....	14
I.90	DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000).....	14
I.91	DEAR 952.204-2 SECURITY REQUIREMENTS (MAR 2011).....	15
I.92	DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997).....	15
I.93	DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000).....	15
I.94	DEAR 952.204-77 COMPUTER SECURITY (AUG 2006).....	15
I.95	DEAR 952.208-70 PRINTING (APR 1984).....	15

I.96	DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) .	15
I.97	DEAR 952.219-70 DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000).....	15
I.98	DEAR 952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH TO WORK PLANNING AND EXECUTION (DEC 2000).....	15
I.99	DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)	16
I.100	DEAR 952.224-70 PAPERWORK REDUCTION ACT (APR 1994).....	16
I.101	DEAR 952.226-74 DISPLACED EMPLOYEES HIRING PREFERENCE (JUN 1997).....	16
I.102	DEAR 952.227-82 RIGHTS TO PROPOSAL DATA (APR 1994)	16
I.103	DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996).....	16
I.104	DEAR 952.247-70 FOREIGN TRAVEL (DEC 2000)	16
I.105	DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)	16
I.106	DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNT (DEC 2000)	16
I.107	DEAR 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000)..	16
I.108	DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)	16
I.109	DEAR 970.5223-3 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)	16
I.110	DEAR 970.5226- 3 COMMUNITY COMMITMENT (DEC 2000)	16
I.111	DEAR 970.5227-1 RIGHTS IN DATA-FACILITIES (DEC 2000).....	16
I.112	DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002).....	16
I.113	DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002).....	16
I.114	DEAR 970.5227-6 PATENT INDEMNITY-SUBCONTRACTS (DEC 2000)	16
I.115	FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009).....	17
I.116	FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)	17
I.117	FAR 52.227-9 REFUND OF ROYALTIES (APR 1984)	17
I.118	FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	17
I.119	FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)	17
I.120	FAR 52.232-1 PAYMENTS (APR 1984)	17
I.121	FAR 232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002).....	17
I.122	FAR 52.232-11 EXTRAS (APR 1984)	17

I.123	FAR 52.232-16 PROGRESS PAYMENTS (AUG 2010) ALTERNATE I (MAR 2000)	17
I.124	FAR 52.243-1 CHANGES - FIXED PRICE (AUG 1987) - ALTERNATE II (APR 1984)	17
I.125	FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004).....	17
I.126	FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)	17
I.127	FAR 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)	17
I.128	FAR 52.216-11 COST CONTRACT – NO FEE (APR 1984).....	17
I.129	FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990).....	17
(a)	“TBD”.....	17
I.130	FAR 52.228-7 INSURANCE-LIABILITY TO THIRD PERSONS (MAR 1996)	17
I.131	FAR 52.232-20 LIMITATION OF COST (APR 1984).....	18
I.132	FAR 52.232-22 LIMITATION OF FUNDS (APR 1984).....	18
I.133	FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001).....	18
I.134	FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997).....	18
I.135	FAR 52.243-2 CHANGES- COST REIMBURSEMENT (AUG 1987) ALTERNATE I (AUG 1987).....	18
I.136	FAR 52.244-2 SUBCONTRACTS (OCT 2010) ALTERNATE I (JUNE 2007).....	18
I.137	FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004)	18
I.138	FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)	18
I.139	FAR 52.216-18 ORDERING (OCT 1995).....	18
I.140	FAR 52.216-19 ORDER LIMITATIONS (OCT 1995).....	18
I.141	FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995).....	19

- I.74 FAR 52.233-1 DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)
- I.75 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- I.76 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- I.77 FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- I.78 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- I.79 FAR 52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: *\$1 million.

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives

written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

* Contracting Officer insert the dollar value(s) of standard coverage(s) prevailing within the local community as to the specific medical specialty, or specialties, concerned, or such higher amount as the Contracting Officer deems necessary to protect the Government's *interests*.

- I.80 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- I.81 FAR 52.242-13 BANKRUPTCY (JUL 1995)
- I.82 FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- I.83 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)
- I.84 FAR 52.245-1 GOVERNMENT PROPERTY (AUG 2010) – ALTERNATE I (AUG 2010)
- I.85 FAR 52.245-9 USE AND CHARGES (AUG 2010)
- I.86 FAR 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)
- I.87 FAR 52.248-1 VALUE ENGINEERING (OCT 2010)
- I.88 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of the FAR may be accessed at <http://www.acquisition.gov/far>. Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions: <http://professionals.pr.doe.gov>

- I.89 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
- I.90 DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR

EMPLOYEES (DEC 2000)

- I.91 DEAR 952.204-2 SECURITY REQUIREMENTS (MAR 2011)
- I.92 DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)
- I.93 DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)
- I.94 DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)
- I.95 DEAR 952.208-70 PRINTING (APR 1984)
- I.96 DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)
- I.97 DEAR 952.219-70 DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000)

The Department of Energy has established a Mentor-Protégé Program to encourage its prime contractors to assist firms certified under section 8(a) of the Small Business Act by SBA, other small disadvantaged businesses, women-owned small businesses, Historically Black Colleges and Universities and Minority Institutions, other minority institutions of higher learning and small business concerns owned and controlled by service disabled veterans in enhancing their business abilities. If the contract resulting from this solicitation is awarded on a cost-plus-award fee basis, the Contractor's performance as a Mentor may be evaluated as part of the award fee plan. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the contract. Any DOE contractor that is interested in becoming a Mentor should refer to the applicable regulations at 48 CFR 919.70 and should contact the Department of Energy's Office of Small and Disadvantaged Business Utilization.

- I.98 DEAR 952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH TO WORK PLANNING AND EXECUTION (DEC 2000)

The contractor shall take all reasonable precautions in the performance of work under this contract to protect the safety and health of employees and of members of the public against the hazards of ionizing radiation and radioactive materials and shall comply with all applicable radiation protection and nuclear criticality safety standards and requirements (including reporting requirements) of DOE. The contractor shall submit a management program and implementation plan to the contracting officer for review and approval within 30 days after the effective date of this contract or modification. In the event that the contractor fails to comply with said standards and requirements of DOE, the contracting officer may, without prejudice to any other legal or contractual rights of DOE, issue an order stopping all or any part of the work. Thereafter, a start order for resumption of the work may be issued at the discretion of the contracting officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of or in connection with such work stoppage.

- I.99 DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)
- I.100 DEAR 952.224-70 PAPERWORK REDUCTION ACT (APR 1994)
- I.101 DEAR 952.226-74 DISPLACED EMPLOYEES HIRING PREFERENCE (JUN 1997)
- I.102 DEAR 952.227-82 RIGHTS TO PROPOSAL DATA (APR 1994)
- I.103 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)
- I.104 DEAR 952.247-70 FOREIGN TRAVEL (DEC 2000)
- I.105 DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)
- I.106 DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNT (DEC 2000)
- I.107 DEAR 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000)
- I.108 DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)
- I.109 DEAR 970.5223-3 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)
- I.110 DEAR 970.5226- 3 COMMUNITY COMMITMENT (DEC 2000)

It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) Recognizing the diverse interests of the region and its stakeholders, (2) engaging regional stakeholders in issues and concerns of mutual interest, and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above.

- I.111 DEAR 970.5227-1 RIGHTS IN DATA-FACILITIES (DEC 2000)
- I.112 DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002)
- I.113 DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)
- I.114 DEAR 970.5227-6 PATENT INDEMNITY-SUBCONTRACTS (DEC 2000)

The following Clauses only apply to the FIRM FIXED PRICE Scope of the Contract

- I.115 FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)
- I.116 FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- I.117 FAR 52.227-9 REFUND OF ROYALTIES (APR 1984)
- I.118 FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- I.119 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
- I.120 FAR 52.232-1 PAYMENTS (APR 1984)
- I.121 FAR 232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- I.122 FAR 52.232-11 EXTRAS (APR 1984)
- I.123 FAR 52.232-16 PROGRESS PAYMENTS (AUG 2010) ALTERNATE I (MAR 2000)
- I.124 FAR 52.243-1 CHANGES - FIXED PRICE (AUG 1987) - ALTERNATE II (APR 1984)
- I.125 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
- I.126 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

The following Clauses only apply to the COST REIMBURSEMENT Scope of the Contract

- I.127 FAR 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)
- I.128 FAR 52.216-11 COST CONTRACT – NO FEE (APR 1984)
- I.129 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)
(a) “TBD”
- I.130 FAR 52.228-7 INSURANCE-LIABILITY TO THIRD PERSONS (MAR 1996)

- I.131 FAR 52.232-20 LIMITATION OF COST (APR 1984)
- I.132 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)
- I.133 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- I.134 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- I.135 FAR 52.243-2 CHANGES- COST REIMBURSEMENT (AUG 1987) ALTERNATE I (AUG 1987)
- I.136 FAR 52.244-2 SUBCONTRACTS (OCT 2010) ALTERNATE I (JUNE 2007)
- I.137 FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004)
- I.138 FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)

The following Clauses only apply to the INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) Scope of the Contract

- I.139 FAR 52.216-18 ORDERING (OCT 1995)
 - (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **the date of contract award** through **the end of contract performance**.
 - (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
 - (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
- I.140 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)
 - (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
 - (b) *Maximum order.* The Contractor is not obligated to honor --
 - (1) Any order for a single item in excess of \$25,000;

- (2) Any order for a combination of items in excess of \$100,000; or
- (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.141 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year of the expiration date of this contract.