

2. AMENDMENT/MODIFICATION NO. 0035	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 15EM001445	5. PROJECT NO. (If applicable)
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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
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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 993382320	(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

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) Net Increase: \$5,752,676.74

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: FAR 43.103(a) Mutual Agreement of the Parties
	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
Occupational Medical Services for the United States Department of Energy Hanford Site.

In accordance with mutual agreement of the parties, the purpose of this modification is to update the following Contract Sections: Section B.19, Section B.20, Section I, and Section J Attachment J-2.

This modification provides \$5,752,676.74 of incremental funding, increasing the total obligation from \$42,288,898.18 to \$48,041,574.92. The Total Amount of contract remains \$100,101,682.54.

Continued ...
Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) Linda K. Jarnagin
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA Signature on File <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED 04/30/2015

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 0035	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 15EM001445	5. PROJECT NO. (If applicable)
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CODE 012911892		FACILITY CODE	9B. DATED (SEE ITEM 11)
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Continued ...

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15A. NAME AND TITLE OF SIGNER (Type or print) Laura Mills, Contracts & Fin. Mgr	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda K. Jarnagin
15B. CONTRACTOR/OFFEROR Laura Mills (Signature of person authorized to sign)	15C. DATE SIGNED 4.29.15
	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0002043/0035

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NAME OF OFFEROR OR CONTRACTOR
HPM CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Details of this contract change are included on Page 4 of this modification.</p> <p>All other terms and conditions remain unchanged.</p> <p>LIST OF CHANGES: Reason for Modification : Supplemental Agreement for work within scope</p> <p>New Total Amount for this Award: \$100,101,682.54 Obligated Amount for this Modification: \$5,752,676.74 New Total Obligated Amount for this Award: \$48,041,574.92</p> <p>CHANGES FOR LINE ITEM NUMBER: 5 Obligated Amount for this modification: \$3,959,746.67 Incremental Funded Amount changed from \$7,421,654.55 to \$11,381,401.22</p> <p>CHANGES FOR LINE ITEM NUMBER: 6 Obligated Amount for this modification: \$1,792,930.07 Incremental Funded Amount changed from \$2,430,714.09 to \$4,223,644.16 Delivery Location Code: 00601 Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352 US</p> <p>Payment: OR for Richland U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4307 Oak Ridge TN 37831</p> <p>Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000</p> <p>FOB: Destination Period of Performance: 10/01/2012 to 09/30/2018</p> <p>Change Item 00005 to read as follows (amount shown is the total amount):</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0002043/0035

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NAME OF OFFEROR OR CONTRACTOR
HPM CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00005	OCCMED Hanford - Option Period 1 (Year Three) FPAF Line item value is:\$11,903,903.00 Incrementally Funded Amount: \$11,381,401.22 Change Item 00006 to read as follows (amount shown is the total amount):				11,903,903.00
00006	OCCMED Hanford - Option Period 1 (Year Three) Cost Reimbursement Line item value is:\$4,514,808.00 Incrementally Funded Amount: \$4,223,644.16				4,514,808.00

SF30 BLOCK 14 CONTINUATION:

Modification 035 is a supplemental agreement which revises the following sections of the contract as follows:

1. This modification updates *Sections B.19 Obligation of Funds* and *B.20 Limitation of Government's Obligation*.
 - This modification provides \$5,752,676.74 of incremental funding, increasing the total obligation from \$42,288,898.18 to \$48,041,574.92.
 - This modification obligates \$3,959,746.67 of incremental funding to Contract CLIN 005, increasing the incremental funded amount from \$7,421,654.55 to \$11,381,401.22.
 - This modification obligates \$1,792,930.07 of incremental funding to Contract CLIN 006, increasing the incremental funded amount from \$2,430,714.09 to \$4,223,644.16.
2. This modification revises *Section I Table of Contents*. This modification updates the table of contents for typographical and formatting errors, adds a title for the contract Clauses that apply to the general scope of the contract.
3. This modification revises *Section I Contract Clause I.98 DEAR 952.223-71 Integration of Environment, Safety, and Health to Work Planning and Execution (Dec 2000)* by incorporating it by reference and removing the incorrect text below the clause.
4. This modification renumbers *Contract Clause I.142 FAR 52.251-1 Government Supply Sources (Apr 2012)* and changes it to *Contract Clause I.145*. This modification incorporates the clause by reference.
5. This modification updates *Section I Contract Clauses* and incorporates the following clauses by reference:
 - *I.142 FAR 52.223-5 Pollution Prevention And Right-To-Know Information (May 2011) – Alternate I (May 2011)*
 - *I.143 FAR 52.223-16 Acquisition Of EPEAT-Registered Personal Computer Products (Jun 2014)*
 - *I.144 FAR 52.223-19 Compliance With Environmental Management Systems (May 2011)*
6. This modification revises *Section J Attachment J-2 List of Applicable DOE Directives – List B*. This modification adds *CRD O 436.1 Departmental Sustainability*.

All other terms and conditions remain unchanged. End of Modification No. 035

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT – ITEMS BEING ACQUIRED

This is a hybrid contract that includes Firm-Fixed-Price (with award fee provisions), a Cost Reimbursement (with no fee), and an Indefinite Delivery/Indefinite Quantity (IDIQ) contract for the purpose of providing Occupational Medical Services for the DOE Hanford Site, Richland, WA.

Under the Firm-Fixed-Price (with award fee provisions) portion of the contract, the contractor shall furnish all personnel, materials, supplies, services (except as expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work described in Section C.2.1, Firm-Fixed Price Scope of the Performance Work Statement (PWS), including providing a “readiness to serve” level of staffing, and other sections of the contract not specifically identified as Cost Reimbursement or IDIQ scope.

The award fee provision is provided to ensure superior performance in delivery of occupational medical services as described in the annual Performance Evaluation and Measurement Plan (Section H). The nature of the services (health care services) prompts the Government to desire the highest quality service delivered in the most conscientious and professional manner in order to protect and promote the health and welfare of the Hanford Site workers.

Under the Cost Reimbursement (with no fee) portion of the contract, the contractor shall furnish all facilities, equipment, personnel, and services (except as expressly set forth in this contract as furnished by the Government) necessary for the performance of work as described in Section C.2.2, Cost Reimbursable Scope of the PWS.

Under the IDIQ portion of the contract, the contractor shall furnish additional personnel, as required by Government-issued Task Orders, necessary for the performance of work as described in Section C.2.3, Indefinite Delivery/Indefinite Quantity Scope. IDIQ services shall be ordered in accordance with Section I clauses “Ordering”, “Order Limitations”, “Indefinite Quantity”, and Section H clause entitled “Task Ordering Procedure”. The minimum ordering guarantee for the IDIQ portion of the contract is \$5,000.

B.2 BASIC TERM OF PERFORMANCE – CLIN 001 – Transition

PERFORMANCE PERIOD	UNIT PRICE PER MONTH	TOTAL FIRM-FIXED-PRICE
Transition*	\$32,728.11	\$98,184.33
Total Firm-Fixed-Price		\$98,184.33

* Award fee does not apply to the transition period.

B.3 BASIC TERM OF PERFORMANCE - CLIN 002 – FIRM-FIXED-PRICE WITH AWARD FEE

(a) The Basic Term of Performance for the work described in Section C.2.1 is two (2) years from date of award as follows:

PERFORMANCE PERIOD	UNIT PRICE PER MONTH	TOTAL FIRM-FIXED-PRICE
Year One	\$917,014	\$11,018,752.01
Year Two	\$939,753	\$11,277,036.00
Total Firm-Fixed-Price		\$22,295,788.01

(b) The Total Available Award Fee for the Basic Term of Performance provided in paragraph B.2 (a) is as follows:

PERFORMANCE PERIOD	AVAILABLE AWARD FEE	EARNED AWARD FEE
Year One	\$300,000.00	\$284,250.00
Year Two	\$310,000.00	\$280,705.00
Total Available Award Fee for Basic Term	\$610,000.00	\$564,955.00

B.4 BASIC TERM OF PERFORMANCE - CLIN 003 – COST REIMBURSEMENT (WITH NO FEE)

The total actual cost (with no fee) for the work described in Section C.2.2 is two (2) years from date of award as follows:

PERFORMANCE PERIOD	TOTAL ACTUAL COST (WITH NO FEE)
Year One	\$4,568,620.58
Year Two	\$4,908,981.62
Total Actual Cost (with no fee)	\$9,477,602.20

B.5 BASIC TERM OF PERFORMANCE – CLIN 004 – IDIQ

The Government may issue Task Orders for the delivery of work described in Section C.2.3, at the following fully burdened labor rates:

POSITION*	DPLH NTE (Per Year)	HOURLY RATE	
		Year One	Year Two
Physician	1000	\$156.33	\$163.43
Physician Assistant	1000	\$90.29	\$94.39
Psychologist	1000	\$81.74	\$85.45
Nurse/Nurse Practitioner	1000	\$64.27 RN \$89.16 NP	\$67.19 RN \$93.22 NP
Case Manager	1000	\$64.27	\$67.19
Epidemiologist	1000	\$59.64	\$62.35
Medical Assistant Certified	1000	\$42.74	\$44.69
Certified Industrial Hygienist	1000	\$87.70	\$91.69
Registered X-Ray Technician	1000	\$46.78	\$48.91

*Position Descriptions for the above-listed positions are defined in Clause H.13, Qualification of Medical Personnel – Non-Key.

B.6 OPTION ONE FOR ADDITIONAL SERVICES - CLIN 005 - FIRM-FIXED-PRICE WITH AWARD FEE

(a) The government may require the delivery of work described in Section C.2.1 as follows:

PERFORMANCE PERIOD	UNIT PRICE PER MONTH	TOTAL FIRM-FIXED-PRICE
Year Three	\$965,325	\$11,583,903

(b) The Total Available Award Fee for Option One, paragraph B.5 (a) is as follows:

PERFORMANCE PERIOD	AVAILABLE AWARD FEE
Year Three	\$320,000.00

B.7 OPTION ONE FOR ADDITIONAL SERVICES – CLIN 006 - COST REIMBURSEMENT (WITH NO FEE)

The total estimated cost (with no fee) for the work described in Section C.2.2 is as follows:

PERFORMANCE PERIOD	TOTAL ESTIMATED COST (WITH NO FEE)
Year Three	\$4,514,808.00

B.8 OPTION ONE FOR ADDITIONAL SERVICES – CLIN 007 - IDIQ

The Government may issue Task Orders for the delivery of work described in Section C.2.3, at the following fully burdened labor rates:

POSITION*	DPLH NTE (Per Year)	HOURLY RATE Year Three
Physician	1000	\$169.54
Physician Assistant	1000	\$97.92

Psychologist	1000	\$88.65
Nurse/Nurse Practitioner	1000	\$69.70 RN \$96.70 NP
Case Manager	1000	\$69.70
Epidemiologist	1000	\$64.68
Medical Assistant Certified	1000	\$46.36
Certified Industrial Hygienist	1000	\$95.11
Registered X-Ray Technician	1000	\$50.73

*Position Descriptions for the above-listed positions are defined in Clause H.13, Qualification of Medical Personnel – Non-Key.

B.9 OPTION TWO FOR ADDITIONAL SERVICES - CLIN 008 - FIRM-FIXED-PRICE WITH AWARD FEE

(a) The government may require the delivery of work described in Section C.2.1 as follows:

PERFORMANCE PERIOD	UNIT PRICE PER MONTH	TOTAL FIRM-FIXED-PRICE
Year Four	\$998,058	\$11,976,698

(b) The Total Available Award Fee for Option Two, paragraph B.8 (a) is as follows:

PERFORMANCE PERIOD	AVAILABLE AWARD FEE
Year Four	\$330,000.00

B.10 OPTION TWO FOR ADDITIONAL SERVICES – CLIN 009 - COST REIMBURSEMENT (WITH NO FEE)

The total estimated cost (with no fee) for the work described in Section C.2.2 is as follows:

PERFORMANCE PERIOD	TOTAL ESTIMATED COST (WITH NO FEE)
Year Four	\$4,351,000.00

B.11 OPTION TWO FOR ADDITIONAL SERVICES – CLIN 0010 - IDIQ

The Government may issue Task Orders for the delivery of work described in Section C.2.3, at the following fully burdened labor rates:

POSITION*	DPLH NTE (Per Year)	HOURLY RATE Year Four
Physician	1000	\$176.83
Physician Assistant	1000	\$102.13
Psychologist	1000	\$92.46
Nurse/Nurse Practitioner	1000	\$72.70 RN \$100.86 NP
Case Manager	1000	\$72.70
Epidemiologist	1000	\$67.46
Medical Assistant Certified	1000	\$48.35
Certified Industrial Hygienist	1000	\$99.20
Registered X-Ray Technician	1000	\$52.91

*Position Descriptions for the above-listed positions are defined in Clause H.13, Qualification of Medical Personnel – Non-Key.

B.12 OPTION THREE FOR ADDITIONAL SERVICES - CLIN 011 - FIRM-FIXED-PRICE WITH AWARD FEE

(a) The government may require the delivery of work described in Section C.2.1 as follows:

PERFORMANCE PERIOD	UNIT PRICE PER MONTH	TOTAL FIRM-FIXED-PRICE
Year Five	\$1,019,972	\$12,239,667

(b) The Total Available Award Fee for Option Four, paragraph B.11 (a) is as follows:

PERFORMANCE PERIOD	AVAILABLE AWARD FEE
Year Five	\$340,000.00

B.13 OPTION THREE FOR ADDITIONAL SERVICES – CLIN 012 - COST REIMBURSEMENT (WITH NO FEE)

The total estimated cost (with no fee) for the work described in Section C.2.2 is as follows:

PERFORMANCE PERIOD	TOTAL ESTIMATED COST (WITH NO FEE)
Year Five	\$4,438,000.00

B.14 OPTION THREE FOR ADDITIONAL SERVICES – CLIN 013 - IDIQ

The Government may issue Task Orders for the delivery of work described in Section C.2.3, at the following fully burdened labor rates:

POSITION*	DPLH NTE (Per Year)	HOURLY RATE Year Five
Physician	1000	\$181.16
Physician Assistant	1000	\$104.63
Psychologist	1000	\$94.72
Nurse/Nurse Practitioner	1000	\$74.48 RN \$103.33 NP
Case Manager	1000	\$74.48
Epidemiologist	1000	\$69.11
Medical Assistant Certified	1000	\$49.53
Certified Industrial Hygienist	1000	\$101.63
Registered X-Ray Technician	1000	\$54.21

*Position Descriptions for the above-listed positions are defined in Clause H.13, Qualification of Medical Personnel – Non-Key.

B.15 OPTION FOUR FOR ADDITIONAL SERVICES - CLIN 014 - FIRM-FIXED-PRICE WITH AWARD FEE

(a) The government may require the delivery of work described in Section C.2.1 as follows:

PERFORMANCE PERIOD	UNIT PRICE PER MONTH	TOTAL FIRM-FIXED-PRICE
Year Six	\$1,057,840	\$12,694,077

(b) The Total Available Award Fee for Option Four, paragraph B.14 (a) is as follows:

PERFORMANCE PERIOD	AVAILABLE AWARD FEE
Year Six	\$350,000.00

B.16 OPTION FOUR FOR ADDITIONAL SERVICES – CLIN 015 - COST REIMBURSEMENT (WITH NO FEE)

The total estimated cost (with no fee) for the work described in Section C.2.2 is as follows:

PERFORMANCE PERIOD	TOTAL ESTIMATED COST (WITH NO FEE)
Year Six	\$4,527,000.00

B.17 OPTION FOUR FOR ADDITIONAL SERVICES – CLIN 016 - IDIQ

The Government may issue Task Orders for the delivery of work described in Section C.2.3, at the following fully burdened labor rates:

POSITION*	DPLH NTE (Per Year)	HOURLY RATE Year Six
Physician	1000	\$186.59
Physician Assistant	1000	\$107.77
Psychologist	1000	\$97.56
Nurse/Nurse Practitioner	1000	\$76.71 RN \$106.43 NP
Case Manager	1000	\$76.71
Epidemiologist	1000	\$71.18
Medical Assistant Certified	1000	\$51.02
Certified Industrial Hygienist	1000	\$104.68
Registered X-Ray Technician	1000	\$55.84

*Position Descriptions for the above-listed positions are defined in Clause H.13, Qualification of Medical Personnel – Non-Key.

B.18 AWARD FEE FOR CLINS 002, 005, 008, 011, AND 014

- (a) For the basic term of the contract and options, there is no base fee amount. The determination of award fee shall be consistent with the Performance Evaluation and Measurement Plan (PEMP) (Section J, Attachment J-10). To earn award fee under the PEMP, the Contractor is required to provide superior occupational medical services beyond the minimum Contract requirements. The PEMP will be unilaterally established by the Government. Initial and subsequent PEMPs shall be provided to the Contractor not later than 30 calendar days prior to the start of the evaluation period(s).
- (b) The PEMP will set forth the evaluation period and the criteria upon which the Contractor will be evaluated for performance. Award Fee will not be used to incentivize the Contractor to meet contract expectations and requirements but will be used to incentivize exceptional performance.
- (c) The PEMP may be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 30 calendar days prior to the start of the period to which the change will apply.
- (d) Immediately upon final determination of the award fee for the annual evaluation

period by the Fee Determining Official (FDO), the Contractor may invoice any fee amount due. Any unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s).

B.19 OBLIGATION OF FUNDS

- (a) Pursuant to Section B.13 clause entitled "Limitation of Government's Obligation", the total amount of incremental funding allotted is \$98,184.33 for CLINs 001.
- (b) Pursuant to Section B.13 clause entitled "Limitation of Government's Obligation", the total amount of incremental funding allotted is \$34,242,144.23 for CLINs 002, 005, 008, 011 and 014.
- (c) Pursuant to Section I clause entitled FAR 52.232-22 "Limitation of Funds", the total amount of incremental funding allotted is \$13,701,246.36 for CLINs 003, 006, 009, 012 and 015.
- (d) The total amount of incremental funding allotted for the potential IDIQ scope (CLINs 004, 007, 010, 013 and 016) is not known until the IDIQ Task Orders are issued. Each IDIQ Task Order will be either fully funded or incrementally funded within the Task Order itself.

B.20 LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Funds are not presently available for performance under this contract beyond 09/15/2015. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 09/15/2015, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.
- (b) For Firm Fixed Price CLINs 002, 005, 008, 011 and 014, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

- (c) The Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause. Further, once notified, the Contracting Officer will advise the contractor in writing whether or not it can continue work after the estimated date. Until the Contractor receives notification that it may continue work, there shall be no legal liability on the part of the government to pay for contract performance after the date of notification. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government".
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (b) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds.
- (e) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of contract line item(s) 002, 005, 008, 011 and 014.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

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SECTION I

CONTRACT CLAUSES

The following Clauses apply to the Scope of the Contract

- I.1 FAR 52.202-1 DEFINITIONS (JUL 2004) as modified by DEAR 952.202-1 (MAR 2002)
- I.2 FAR 52.203-3 GRATUITIES (APR 1984)
- I.3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- I.4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
- I.5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)
- I.6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- I.7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- I.8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- I.9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2010)
- I.10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER (S) (DEC 2007)
- I.11 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- I.12 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)
- I.13 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- I.14 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)

- I.15 FAR 52.209-9 UPDATES ON PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)
- I.16 FAR 52.215-2 AUDIT AND RECORDS – NEGOTIATION (OCT 2010)
- I.17 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
- I.18 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (OCT 2010)
- I.19 FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
- I.20 FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)
- I.21 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
- I.22 FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
- I.23 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT (PRB) OTHER THAN PENSIONS (JUL 2005)
- I.24 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- I.25 FAR 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA –MODIFICATIONS (OCT 2010)
- I.26 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) ALTERNATE I (OCT 2009)
- I.27 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **60 days** of the end of the contract.

- I.28 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
 - (a) The Government may extend the term of this contract by written notice to the Contractor within **60 days** of the end of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60**

days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed six (6) years.

- I.29 FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)
- I.30 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)
- I.31 FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
- I.32 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)
- I.33 FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- I.34 FAR 52.222-3 CONVICT LABOR (JUN 2003)
- I.35 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (JUL 2005)
- I.36 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- I.37 FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- I.38 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEPT 2010)
- I.39 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
- I.40 FAR 52.222-37 EMPLOYMENT REPORTS VETERANS (SEPT 2010)
- I.41 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACTION (DEC 2010)
- I.42 FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)
- I.43 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service

employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

<u>Employee Class*</u>	<u>Monetary Wage**</u>	<u>Fringe Benefits</u>
Nurse, GS-09, (\$38,588)	\$18.49	\$4.45
Laboratory Technician, GS-07, (\$31,546)	\$15.12	\$3.64
Records Clerk, GS-05, (\$25,467)	\$12.20	\$2.93

*All grades are step 1. The fringe adder is 24.05%.

** Wage rate is salary/2087.

- I.44 FAR 52.222-50 COMBATING TRAFFICING IN PERSONS (FEB 2009)
- I.45 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
- I.46 FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)
- I.47 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), ALTERNATE I (JUL 1995)
- I.48 FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- I.49 FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)
 - (a) The Contractor shall notify the Contracting Officer or designee, in writing, **60* days** prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the *Code of Federal Regulations*, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—
 - (1) Be submitted in writing;
 - (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
 - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

I.50 FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008)

- (a) *Definitions.* As used in this clause—
 - “Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”
 - “Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- (b) The Contractor, on completion of this contract, shall—
 - (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
 - (2) Submit this estimate to the Contracting.

I.51 FAR 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)

- I.52 FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- I.53 FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
- I.54 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
- I.55 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- I.56 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- I.57 FAR 52.224-2 PRIVACY ACT (APR 1984)
- I.58 FAR 52.225-1 BUY AMERICAN ACT-SUPPLIES (FEB 2009)
- I.59 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
- I.60 FAR 52.227-14 RIGHTS IN DATA – GENERAL (DEC 2007)
- I.61 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987)
- I.62 FAR 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
- I.63 FAR 52.228-11 FAR 52.228-11 PLEDGES OF ASSETS (SEP 2009)
- I.64 FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)
- I.65 FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2010)
- I.66 FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2008)
- I.67 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUNE 2010)
- I.68 FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- I.69 FAR 52.232-17 INTEREST (OCT 2010)
- I.70 FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- I.71 FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

- I.72 FAR 52.232-25 PROMPT PAYMENT (OCT 2008)
- I.73 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- 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)
- 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 52.232-8 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)
- 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.

The following Clauses apply to the Scope of the Contract

I.142 FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW
INFORMATION (MAY 2011) - ALTERNATE I (MAY 2011)

I.143 FAR 52.223-16 ACQUISITION OF EPEAT-REGISTERED PERSONAL COMPUTER
PRODUCTS (JUN 2014)

I.144 FAR 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT
SYSTEMS (MAY 2011)

DE-EM0002043, Modification 035
Occupational Medical Services at Hanford

I.145 FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)

Section J

Attachment J-2

LIST OF APPLICABLE DOE DIRECTIVES - LIST B

The DOE Directives listed below contain requirements relevant to the scope of work under this contract. In most cases, the requirements applicable to the Contractor are contained in the Contractor Requirement Document attached to the DOE directive. These directives are applicable, in whole or in part, in accordance with Section I Clause entitled “DEAR 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000)”. The concurrence analyses documenting applicability for each requirement below are maintained in the DOE Master File and are made part of this contract by reference and are managed through a formal change control process.

The Directives listed below can be obtained from the following websites:

DOE Directives: <http://www.directives.doe.gov/>

DOE-RL CRD Supplements: <http://www5.hanford.gov/arpir/>

Order(s)/Policy	Title of Order(s)/Policy	Date of Order or CRD	CRD Supplement
RRD 002	The Department of Energy Richland Operations Office (RL) Software Quality Assurance Requirement Document (SQARD)	February 2002	Rev 0
RDD 005	Worker Safety	08/29/07	Rev 3
RRD 006	Contractor Support to RL. Implement of CRD 470.3A	03/09/06	Rev 0
DOE-0223	RL Emergency Implementing Procedures	Current Version	N/A
DOE/RL-94-02	Hanford Emergency Management Plan	June 2014	Rev 6
DOE SCSP	Site Counterintelligence Support Plan	N/A	N/A
CRD O 130.1	Budget Formulation Process	09/29/95	N/A
CRD O 142.3A	Unclassified Foreign Visits and Assignments Program	10/14/10	N/A
CRD O 150.1	Continuity Programs	05/05/08	N/A
CRD O 151.1C	Comprehensive Emergency Management System	11/02/05	N/A
CRD O 200.1A	Information Management Program	12/23/08	N/A

Order(s)/Policy	Title of Order(s)/Policy	Date of Order or CRD	CRD Supplement
CRD O 205.1B, Chg.2	DOE Cyber Security Program	05/16/2011	Rev 3
CRD O 206.2	Identity, Credential, and Access Management (ICAM)	02/19/13	Rev 0
CRD O 210.2A	DOE Corporate Operating Experience Program	04/08/11	N/A
CRD O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General	04/19/08	N/A
CRD O 221.2A	Cooperation With the Office of Inspector General	02/25/08	N/A
CRD O 225.1B	Accident Investigations	03/04/11	Rev 0
CRD O 227.1	Independent Oversight Program	08/30/11	Rev 0
CRD O 231.1B	Environment, Safety, and Health Reporting	06/27/11	N/A
CRD O 232.2	Occurrence Reporting and Processing of Operations Information	08/30/11	Rev 0
CRD O 241.1B	Scientific and Technical Information Management	12/13/10	N/A
CRD O 243.1B Chg. 1	Records Management Program	03/11/13	Rev 0
DOE O 311.1B	Equal Employment Opportunity and Diversity Program	02/12/03	N/A
CRD O 341.1A	Federal Employee Health Services	10/18/07	N/A
CRD O 413.1B	Internal Control Program	10/28/08	N/A
DOE O 414.1D	Quality Assurance	04/25/11	N/A
CRD O 420.1B, Chg. 1	Facility Safety	04/19/10	Rev 0
CRD O 430.1B Chg. 2	Real Property and Asset Management	04/25/11	N/A
CRD O 436.1	Departmental Sustainability	05/2/2011	N/A
CRD O 442.1A	Department of Energy Employee Concerns Program	06/06/01	Rev 3
CRD O 442.2	Differing Professional Opinions for Technical Issues involving Environmental, Safety and Health	07/29/11	N/A
CRD O 443.1B	Protection of Human Subjects	03/17/11	N/A
CRD O 460.2A	Departmental Materials Transportation and Packaging Management	12/22/04	N/A
CRD M 470.4-1, Chg 2	Safeguards and Security Program Planning and Management	10/20/10	N/A
CRD M 470.4-2A	Physical Protection	02/23/09	Rev 0

Order(s)/Policy	Title of Order(s)/Policy	Date of Order or CRD	CRD Supplement
CRD O 471.6	Information Security	06/20/11	N/A
CRD O 472.2	Personnel Security	07/27/11	N/A
CRD O 471.1B	Identification and protection of Unclassified Controlled Nuclear Information	03/01/10	N/A
CRD O 475.2A	Identifying Classified Information	02/01/11	N/A
CRD O 522.1	Pricing of Departmental Materials and Services	11/03/04	N/A
DOE O 523.1	Financial Management Oversight	08/31/06	N/A
CRD O 534.1B	Accounting	01/06/03	N/A
CRD O 551.1D	Official Foreign Travel	04/02/12	N/A
CRD O 580.1A	Department of Energy Personal Property Management Program	03/30/12	N/A