

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0479		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. Not applicable	
6. ISSUED BY Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352		7. ADMINISTERED BY (if other than item 6)		5. PROJECT NO. (if applicable) 64	
3. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) MISSION SUPPORT ALLIANCE, LLC Attn: JENNIFER JAHNER POST OFFICE BOX 650 RICHLAND WA 993523562		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 010605464 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-09RL14728		10B. DATED (SEE ITEM 13) 04/28/2009	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Schedule

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 52.243-2 Alt 1(a)(1) and by mutual agreement
	D. OTHER (Specify type of modification and authority)

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

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

This modification revises the following sections as identified in Attachment 1 - Changes

I - Contract Clauses

J-2 Laws, Regulations, and Directives.

This modification updates Section J.5 Performance Guarantee replacing Wackenhut Services with Centerra Group, LLC as guarantor.

This modification updates Section J.6 Small Business Subcontract Plan revised November 19, 2014.

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) Jennifer Jahner, Contracts		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Timothy E. Corbett	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
15C. DATE SIGNED 9/17/15		15C. DATE SIGNED 9/17/2015	

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Previous edition unusable

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC06-09RL14728/0479

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NAME OF OFFEROR OR CONTRACTOR
MISSION SUPPORT ALLIANCE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>This modification updates Section J.8 Advance Understanding on Costs to reflect Revision 6.0 as approved by DOE via RL Letter 15-FIN-0099 dated September 2, 2015.</p> <p>This modification does not add additional obligated funds to the contract as the work is incrementally funded. Accordingly, work under the Contract, such as described herein, must be performed within the amount of funds which have been allotted to the contract in accordance with Clause I.82 FAR 52.232.22 - Limitation of Funds (Apr 1984).</p> <p>In consideration of this Modification 479 agreed to herein as complete equitable adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this modification.</p> <p>Attachments: Attachment 1 - Changes Section I and Section J.2 Attachment 2 - Section I Conformed Attachment 3 - Section J Table of Contents Attachment 4 - Section J.2 Conformed Attachment 5 - Section J.5 Conformed Attachment 6 - Section J.6 Conformed Attachment 7 - Section J.8 Conformed</p> <p>There are no other changes to the terms and conditions of this contract</p> <p>Period of Performance: 05/26/2009 to 05/25/2017</p>				

The following revisions are included with this modification:

Section I

Add

1.9b	FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights.	None
I.50	FAR 52.222-26	Equal Opportunity (Mar 2007) (Apr 2015)	None

ATTACHMENT J-2

Table J-2.3 Executive Orders

Document Number	Title
Executive Order 13672	Amendment to Executive Order 11246 – Prohibiting Discrimination based on Sexual Orientation and Gender Identity

LIST B: APPLICABLE DOE DIRECTIVES

Table J-2.8 Directives, Regulations, Policies, and Standards

Document Number	Title
CRD O 205.1A (Supp Rev 3) B, Change 2, (Supp Rev 2)	DOE Cyber Security Management Program
CRD M 205.1-4	National Security System Manual
CRD M 205.1-5 (Supp Rev 0)	Cyber Security Process Requirements Manual
CRD M 205.1-6 (Supp Rev 0)	Media Sanitization Manual
CRD M 205.1-7 (Supp Rev 0)	Security Controls for Unclassified Information Systems Manual
CRD M 205.1-8 (Supp Rev 0)	Cyber Security Incident Management Manual
CRD O 350.1, Chg 54	Contractor Human Resource Management Program
CRD O 420.1 B Chg 1C , (Supp Rev 0)	Facility Safety (Implementation changes outlined in MSA-1304988A R3)
DOE O 3792.3	Drug-Free Federal Workplace Testing Implementation Program

J-2.9 DOE-RL Implementing Documents

Document Number	Title
DOE-0336, Revision 1A2	Hanford Site Lockout/Tagout Procedure
DOE-0342, Revision 12A	Hanford Site Chronic Beryllium Disease Prevention Program (CBDPP)

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 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. Also, the full text of a clause may be accessed electronically at these addresses:

- <https://www.acquisition.gov/far/index.html>
- <http://professionals.pr.doe.gov/>
- <http://farsite.hill.af.mil/>

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.2	FAR 52.202-1	Definitions (Jul 2004) as modified by DEAR 952.202-1 (Mar 2002)	None
I.3	FAR 52.203-3	Gratuities (Apr 1984)	None
I.4	FAR 52.203-5	Covenant Against Contingent Fees (Apr 1984)	None
I.5	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (Sept 2006)	None
I.6	FAR 52.203-7	Anti-Kickback Procedures (Oct 2010)	None
I.7	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)	None
I.8	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	None
I.9	FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions (Oct 2010)	None
1.9b	FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights.	None
1.9a	FAR 52.203-99	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Feb 2015)	None
I.10	FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)	None
I.11	FAR 52.204-7	Central Contractor Registration (Jul 2006)	None
I.12	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (Sept 2007)	None
I.13	FAR 52.208-9	Contractor Use of Mandatory Sources of Supply or Services (Jul 2004)	None
I.14	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Sept 2006)	None
I.15	FAR 52.215-2	Audit and Records – Negotiation (Oct 2010)	None
I.16	FAR 52.215-8	Order of Precedence – Uniform Contract Format (Oct 1997)	None

Clause No.	FAR/DEAR Reference	Title	Fill-in Information (see FAR 52.104(d))
I.17	FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (Oct 2010)	None
I.18	FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications (Oct 2010)	None
I.19	FAR 52.215-14	Integrity of Unit Prices (Oct 2010)	None
I.20	FAR 52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	None
I.21	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)	None
I.22	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)	None
I.23	FAR 52.215-19	Notification of Ownership Changes (Oct 1997) (see full text version in Section I)	None
I.24	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications (Oct 2010) Alternate III (Oct 1997)	None
I.25	FAR 52.217-8	Option to Extend Services (Nov 1999)	180 to 30 days prior to the expiration date of this Contract
I.26	FAR 52.217-9	Option to Extend the Term of the Contract (Mar 2000)	(a) 180 days prior to the expiration date of this Contract 60 (c) 10 years excluding the Transition Period
I.27	FAR 52.219-4	Notice of Price Evaluation Preference for HUBZONE Small Business Concerns (Jan 2011)	(c) Offeror fill-in (N/A)
I.28	FAR 52.219-8	Utilization of Small Business Concerns (Jan 2011)	None
I.29	FAR 52.219-9	Small Business Subcontracting Plan (Jan 2011) – Alternate II (Oct 2001)	None
I.30	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	None
I.31	FAR 52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Dec 2010)	None
I.31a	FAR 52.219-28	Post-Award Small Business Program Representation (Apr 2009)	None
I.32	FAR 52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	None
I.33	FAR 52.222-2	Payment for Overtime Premiums (Jul 1990)	(a) The percentage specified in the Section H Clause entitled, <i>Overtime Control Plan</i>
I.34	FAR 52.222-3	Convict Labor (Jun 2003)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.35	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (Jul 2005)	None
I.36	FAR 52.222-6	Davis-Bacon Act (Jul 2005)	None
I.37	FAR 52.222-7	Withholding of Funds (Feb 1988)	None
I.38	FAR 52.222-8	Payrolls and Basic Records (Nov 2009)	None
I.39	FAR 52.222-9	Apprentices and Trainees (Jul 2005)	None
I.40	FAR 52.222-10	Compliance with Copeland Act Requirements (Feb 1988)	None
I.41	FAR 52.222-11	Subcontracts (Labor Standards) (Jul 2005)	None
I.42	FAR 52.222-12	Contract Termination – Debarment (Feb 1988)	None
I.43	FAR 52.222-13	Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)	None
I.44	FAR 52.222-14	Disputes Concerning Labor Standards (Feb 1988)	None
I.45	FAR 52.222-15	Certification of Eligibility (Feb 1988)	None
I.46	FAR 52.222-16	Approval of Wage Rates (Feb 1988)	None
I.47		Reserved	
I.48	FAR 52.222-20	Walsh-Healy Public Contracts Act (Dec 1996)	None
I.49	FAR 52.222-21	Prohibition of Segregated Facilities (Feb 1999)	None
I.50	FAR 52.222-26	Equal Opportunity (Apr 2015)	None
I.51	FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (Feb 1999)	None
I.52	FAR 52.222-30	Davis-Bacon Act—Price Adjustment (None of Separately Specified Method) (Dec 2001)	None
I.53	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)	None
I.54	FAR 52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)	None
I.55	FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)	None
I.56	FAR 52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (see full text version in Section I)	None
I.57	FAR 52.222-41	Service Contract Act of 1965, As Amended (Nov 2007)	None
I.58	FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989) (see full text version in Section I)	Fill-in information is underlined in full text
I.59	FAR 52.222-50	Combating Trafficking in Persons (Apr 2006)	None
I.59a	FAR 52.222-54	Employment Eligibility Verification (Jan 2009)	None
I.59b	FAR 52.223-2	Affirmative Procurement of Bio-Based Products under Service and Construction Contracts (Dec 2007)	None
I.60	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)	(b) Offeror fill-in “None”
I.61	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)	None
I.62	FAR 52.223-10	Waste Reduction Program (Aug 2000)	None

Clause No.	FAR/DEAR Reference	Title	Fill-in Information (see FAR 52.104(d))
I.63	FAR 52.223-11	Ozone-Depleting Substances (May 2001) (<i>see full text version in Section I</i>)	(b) Offeror fill-in (N/A)
I.64	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)	None
I.65	FAR 52.223-14	Toxic Chemical Release Reporting (Aug 2003)	None
I.65a	FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (Dec 2007)	None
I.65b	FAR 52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007)	None
I.65c	FAR 52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contract (May 2008)	None
I.65d	FAR 52.223-19	Compliance with Environmental Management Systems	None
I.66	FAR 52.224-1	Privacy Act Notification (Apr 1984)	None
I.67	FAR 52.224-2	Privacy Act (Apr 1984)	None
I.68	FAR 52.225-1	Buy American Act – Supplies (Jun 2003)	None
I.69	FAR 52.225-11	Buy American Act – Construction Materials Under Trade Agreements (Aug 2007) (<i>see full text version in Section I</i>)	(b) (3) None (d) Offeror fill-in
I.70	FAR 52.225-13	Restrictions on Certain Foreign Purchases (Feb 2006)	None
I.71	Reserved		
I.72	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)	None
I.73	FAR 52.227-3	Patent Indemnity (Apr 1984)	None
I.74	FAR 52.227-9	Refunds of Royalties (Apr 1984)	None
I.75	FAR 52.227-23	Rights to Proposal Data (Technical) (Jun 1987)	Offeror fill-in “that include the proprietary data legends required by FAR 52.215-1(e) or that contain any financial information and all pages in Volumes I and III regardless of whether or not they are so labeled, and other than pages labeled as tables of contents, title pages or list of acronyms,”
I.76	FAR 52.230-2	Cost Accounting Standards (Apr 1998)	None
I.77	FAR 52.230-6	Administration of Cost Accounting Standards (Apr 2005)	None
I.78	FAR 52.232-9	Limitation on Withholding of Payments (Apr 1984)	None

Clause No.	FAR/DEAR Reference	Title	Fill-in Information (see FAR 52.104(d))
I.79	FAR 52.232-12	Advance Payments (May 2001) Alt II (May 2001) (<i>see full text version in Section I</i>)	(a), (b), (c) (e), (p) (8), (13), (14). Fill-in information is underlined in full text
I.80	FAR 52.232-17	Interest (Jun 1996)	None
I.81	FAR 52.232-18	Availability of Funds (Apr 1984)	None
I.82	FAR 52.232-22	Limitation of Funds (Apr 1984)	None
I.83	FAR 52.232-24	Prohibition of Assignment of Claims (Jan 1986)	None
I.84	FAR 52.232-25	Prompt Payment (Oct 2003) – Alternate I (Feb 2002)	None
I.85	FAR 52.232-33	Payment of Electronic Funds Transfer –Central Contractor Registration (Oct 2003)	None
I.86	FAR 52.233-1	Disputes (Jul 2002) – Alternate I (Dec 1991)	None
I.87	FAR 52.233-3	Protest After Award (Aug 1996) – Alternate I (Jun 1985)	None
1.88	FAR 52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	None
1.89	FAR 52.234-4	Earned Value Management System (Jul 2006)	(g) Lockheed Martin Integrated Technology; LLC, Jacobs Engineering Group, Inc.; Wackenhut Services, Inc.; Computer Sciences Corporation; and future subcontractors that meet the definition of teaming subcontractors as defined in FAR 9.6.
1.90	FAR 52.236-2	Differing Site Conditions (Apr 1984)	None
1.91	FAR 52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)	None
1.92	FAR 52.236-5	Material and Workmanship (Apr 1984)	None
1.93	FAR 52.236-7	Permits and Responsibilities (Nov 1991)	None
1.94	FAR 52.236-18	Work Oversight in Cost Reimbursement Construction Contracts (Apr 1984)	None
1.95	FAR 52.236-19	Organization and Direction of the Work (Apr 1984)	None
1.96	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	None
I.97	FAR 52.237-3	Continuity of Services (Jan 1991)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.98	FAR 52.239-1	Privacy or Security Safeguards (Aug 1996)	None
I.99	FAR 52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	None
I.100	FAR 52.242-3	Penalties for Unallowable Costs (May 2001)	None
I.101	FAR 52.242-4	Certification of Final Indirect Costs (Jan 1997)	None
I.102	FAR 52.242-13	Bankruptcy (Jul 1995)	None
I.103	FAR 52.243-2	Changes – Cost Reimbursement (Aug 1987) – Alternate II (Apr 1984), Alternate III (Apr 1984), and Alternate IV (Apr 1984)	None
I.103a	FAR 52-243-6	Change Order Accounting (Apr 1984)	None
I.104	FAR 52.243-7	Notification of Changes (Apr 1984)	(b) 10 (d) 30
I.105	FAR 52.244-2	Subcontracts (Jun 2007) – Alternate I (Jun 2007)	(e) N/A (k) N/A
I.106	FAR 52.244-5	Competition in Subcontracting (Dec 1996)	None
I.107	FAR 52.244-6	Subcontracts for Commercial Items (Mar 2007)	None
I.108	FAR 52.245-1	Government Property Jun 2007))	None
I.109	FAR 52.245-9	Use and Charges (Jun 2007)	
I.109a	FAR 52.246-25	Limitation of Liability – Services (Feb 1997)	None
I.110	FAR 52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy Contract No. DE-AC06-09RL14728, the Contract Administration Office specified in the Section G Clause entitled, <i>Contract Administration</i>
I.111	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (Jun 2003)	None
I.112	FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)	None
I.113	FAR 52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit (Feb 2006) (see <i>full text version in Section I</i>)	(c) Fill-in information is underlined in full text
I.114	FAR 52.249-6	Termination (Cost Reimbursement) (May 2004)	None
I.115	FAR 52.249-14	Excusable Delays (Apr 1984)	None
I.116	FAR 52.251-1	Government Supply Sources (Apr 1984) Alternate I (Apr 1984)	None
I.117	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	None

Clause No.	FAR/DEAR Reference	Title	Fill-in Information (see FAR 52.104(d))
I.118	FAR 52.252-6	Authorized Deviations in Clauses (Apr 1984) (<i>see full text version in Section I</i>)	(b) Fill-in information is underlined in full text
I.119	FAR 52.253-1	Computer Generated Forms (Jan 1991)	None
I.120	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	None
I.121	DEAR 952.204-2	Security Requirements (May 2002)	None
I.122	DEAR 952.204-70	Classification/Declassification (Sep 1997)	None
I.123	DEAR 952.204-75	Public Affairs (Dec 2000)	None
I.124	DEAR 952.208-7	Tagging of Leased Vehicles (Apr 1984)	None
I.125	DEAR 952.208-70	Printing (Apr 1984)	None
I.126	DEAR 952.209-72	Organizational Conflicts of Interest Alternate I (Jun 1997)	None
I.127	DEAR 952.215-70	Key Personnel (Dec 2000)	None
I.128	FAR 52.216-7/ DEAR 952.216-7	Allowable Cost and Payment (Dec 2002); Alternate II	(a) (3) 30 th
I.129	DEAR 952.217-70	Acquisition of Real Property (Apr 1984)	None
I.130	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	None
I.130a	DEAR 952.223-78	Sustainable Acquisition Program (Oct 2010)	None
I.131	DEAR 952.224-70	Paperwork Reduction Act (Apr 1994)	None
I.132	DEAR 952.226-74	Displaced Employee Hiring Preference (Jun 1997)	None
I.133	DEAR 952.231-71	Insurance -- Litigation and Claims (Jul 2013)	None
I.134	DEAR 952.242-70	Technical Direction (Dec 2000)	None
I.135	DEAR 952.247-70	Foreign Travel (Dec 2000)	None
I.136	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (Jun 1996)	None
I.137	DEAR 952.251-70	Contractor Employee Travel Discounts (Dec 2000)	None
I.138	DEAR 970.5203-1	Management Controls (Jun 2007)	None
I.139	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (Dec 2000)	None
I.140	DEAR 970.5204-3	Access to and Ownership of Records (Jul 2005)	(b)(1) through (b)(5) are Contractor-owned records.
I.141	DEAR 970.5217-1	Work for Others Program (Jan 2005)	None
I.142	DEAR 970.5223-1	Integration of Environment, Safety, and Health Into Work Planning and Execution (Dec 2000)	None
I.143	DEAR 970.5223-4	Workplace Substance Abuse Programs at DOE Sites (Dec 2000)	None
I.144	DEAR 970.5223-5	DOE Motor Vehicle Fleet Fuel Efficiency (Oct 2003)	None
I.144a	DEAR 970.5223-6	Executive Order 13423 Strengthening Federal Environmental, Energy, and Transportation Management	None
I.145	DEAR 970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)	None
I.146	DEAR 970.5226-3	Community Commitment (Dec 2000)	None

Clause No.	FAR/DEAR Reference	Title	Fill-in Information (see FAR 52.104(d))
I.147	DEAR 970.5227-1	Rights in Data – Facilities (Dec 2000)	None
I.148	DEAR 970.5227-4	Authorization and Consent (Aug 2002)	None
I.149	DEAR 970.5227-6	Patent Indemnity-Subcontracts (Dec 2000)	None
I.150	DEAR 970.5227-9	Notice of Right to Request Patent Waiver (Dec 2000)	None
I.151	DEAR 970.5227-10	Patent Rights – Management and Operating Contracts, Non-Profit Organization or Small Business Firm Contractor (Aug 2002)	None
I.152	DEAR 970.5227-11	Patent Rights – Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (Dec 2000)	None
I.153	DEAR 970.5229-1	State and Local Taxes (Dec 2000)	None
I.154	DEAR 970.5231-4	Preexisting Conditions (Dec 2000) Alternate II (Dec 2000)	the first day of the base period as defined in Clause F.1 (a)
I.155	DEAR 970.5232-3	Accounts, Records, and Inspection (Jun 2007) Alternate I (Dec 2000)	None
I.156	DEAR 970.5232-5	Liability with Respect to Cost Accounting Standards (Dec 2000)	None
I.157	DEAR 970.5232-6	Work for Others Funding Authorization (Dec 2000)	None

I.23 FAR 52.215-19, NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
- (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall—

- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
- (2) Provide the ACO or designated representative ready access to the records upon request;
- (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor’s ownership changes; and

- (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this Contract that meet the applicability requirement of FAR 15.408(k).

I.56 FAR 52.222-39, NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

- (a) *Definition.* As used in this clause—"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B— Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.
- (e) The requirement to post the employee notice in paragraph (b) does not apply to—
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

- (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B—Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.58 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*

Employee Class	Monetary Wage—Fringe Benefits
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Equivalent Federal Hire Classifications, Wages, and Benefit programs are described on the Office of Personnel Management web site at www.opm.gov.

I.63 FAR 52.223-11, OZONE-DEPLETING SUBSTANCES (MAY 2001)

- (a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) *
_____, a substance(s) which harm(s) public health and
environment by destroying ozone in the upper atmosphere.

* The Contractor shall insert the name of the substance(s).

I.69 FAR 52.225-11, BUY AMERICAN ACT—CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (NOV 2006)

- (a) *Definitions.* As used in this clause—

“Caribbean Basin country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Commercially available off-the-shelf (COTS) item”—

- (1) Means any item of supply (including construction material) that is—
- (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or United Kingdom);
- (2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States;

- (2) A construction material manufactured in the United States, if
 - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic;
 - (ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

None

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

- (A) A description of the foreign and domestic construction materials;
- (B) Unit of measure;
- (C) Quantity;
- (D) Price;

- (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
 - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
 - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material
Domestic construction material
Item 2:			
Foreign construction material
Domestic construction material

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[†] Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

I.79 FAR 52.232-12, ADVANCE PAYMENTS (MAY 2001) ALT II (MAY 2001)

- (a) *Requirements for payment.* Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, identified in the Section G Clause entitled Contract Administration, or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed the amount specified in the Section B Clause entitled Obligation and Availability of Funds. If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.
- (b) *Special account.* Until (1) the Contractor has liquidated all advance payments made under the contract and related interest charges and (2) the administering office has approved in writing the release of any funds due and payable to the Contractor, all advance payments and other payments under this contract shall be made by check payable to the Contractor marked for deposit only in the Contractor's special account with the institution identified in the Section J Attachment entitled Special Financial Institution Account Agreement. None of the funds in the special account shall be mingled with other funds of the Contractor. Withdrawals from the special account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.
- (c) *Use of funds.* The Contractor shall withdraw funds from the special account only to pay for allowable costs as prescribed by the Section I clause entitled Allowable Cost and Payment of this contract. Payment for any other types of expenses shall be approved in writing by the administering office.
- (d) *Repayment to the Government.* At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) of this clause. If the Contractor fails to repay the amount requested by the administering office, all or any part of the unliquidated advance payments may be withdrawn from the special account by check signed by only the countersigning agent and applied to reduction of the unliquidated advance payments under this contract.

- (e) *Maximum payment.* When the sum of all unliquidated advance payments, unpaid interest charges, and other payments equal the total estimated cost as identified in Section B Clause entitled Contract Cost and Contract Fee (not including fixed-fee, if any) for the work under this contract, the Government shall withhold further payments to the Contractor. Upon completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and interest charges payable. The Contractor shall pay any deficiency to the Government upon demand. For purposes of this paragraph, the estimated cost shall be considered to be the stated estimated cost, less any subsequent reductions of the estimated cost, plus any increases in the estimated costs that do not, in the aggregate, exceed 10% of the total amount identified in Section B Clause entitled Contract Cost and Contract Fee. The estimated cost shall include, without limitation, any reimbursable cost (as estimated by the Contracting Officer) incident to a termination for the convenience of the Government. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.
- (f) *Interest.*
- (1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in paragraph (f)(3) of this clause. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge, the following shall be observed:
- (i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check.
 - (ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer.
 - (iii) Liquidations by deductions from payments to the Contractor shall be considered as decreasing the unliquidated balance as of the dates on which the Contractor presents to the Contracting Officer full and accurate data for the preparation of each voucher. Credits resulting from these deductions shall be made upon the approval of the reimbursement vouchers by the Disbursing Officer, based upon the Contracting Officer's certification of the applicable dates.
- (2) Interest charges resulting from the monthly computation shall be deducted from any payments on account of the fixed-fee due to the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments of the contract price or fixed-fee. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon (i) satisfactory completion or (ii) termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.

- (3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the higher of (i) the published prime rate of the financial institution (depository) in which the special account is established or (ii) the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S.C. App. 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rates.
- (4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.
- (g) *Financial institution agreement.* Before an advance payment is made under this contract, the Contractor shall transmit to the administering office, in the form prescribed by the administering office, an agreement in triplicate from the financial institution in which the special account is established, clearly setting forth the special character of the account and the responsibilities of the financial institution under the account. The Contractor shall select a financial institution that is a member bank of the Federal Reserve System, an "insured" bank within the meaning of the Federal Deposit Insurance Corporation Act (12 U.S.C. 1811), or a credit union insured by the National Credit Union Administration.
- (h) *Lien on special bank account.* The Government shall have a lien upon any balance in the special account paramount to all other liens. The Government lien shall secure the repayment of any advance payments made under this contract and any related interest charges.
- (i) *Lien on property under contract.*
 - (1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.
 - (2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.

- (3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.
 - (4) If, under the termination clause, the Contracting Officer authorizes the Contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that—
 - (i) The termination inventory is sold or retained; and
 - (ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.
- (j) Insurance.
- (1) The Contractor shall maintain with responsible insurance carriers—
 - (i) Insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality;
 - (ii) Adequate insurance against liability on account of damage to persons or property; and
 - (iii) Adequate insurance under all applicable workers' compensation laws.
 - (2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the Contractor shall—
 - (i) Maintain this insurance;
 - (ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and
 - (iii) Furnish any evidence with respect to its insurance that the administering office may require.
- (k) Default.
- (1) If any of the following events occurs, the Government may, by written notice to the Contractor, withhold further withdrawals from the special account and further payments on this contract:
 - (i) Termination of this contract for a fault of the Contractor.
 - (ii) A finding by the administering office that the Contractor has failed to—

- (A) Observe any of the conditions of the advance payment terms;
 - (B) Comply with any material term of this contract;
 - (C) Make progress or maintain a financial condition adequate for performance of this contract;
 - (D) Limit inventory allocated to this contract to reasonable requirements; or
 - (E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.
- (iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.
 - (iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special account.
 - (v) The commission of an act of bankruptcy.
- (2) If any of the events described in paragraph (k)(1) of this clause continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:
- (i) Withdraw by checks payable to the Treasurer of the United States, signed only by the countersigning agency, all or any part of the balance in the special account and apply the amounts to reduce outstanding advance payments and any other claims of the Government against the Contractor.
 - (ii) Charge interest, in the manner prescribed in paragraph (f) of this clause, on outstanding advance payments during the period of any event described in paragraph (k)(1) of this clause.
 - (iii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.
 - (iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.

- (3) The Government may take any of the actions described in paragraphs (k)(1) and (2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.
- (l) *Prohibition against assignment.* Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.
- (m) *Information and access to records.* The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements together with a report on the operation of the special account in the form prescribed by the administering office; and (2) if requested, other information concerning the operation of the Contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.
- (n) *Other security.* The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.
- (o) *Representations.* The Contractor represents the following:
- (1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.
 - (2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.
 - (3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.
 - (4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.
 - (5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.
 - (6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.

- (7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.
 - (8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.
- (p) *Covenants.* To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not—
- (1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;
 - (2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;
 - (3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;
 - (4) Sell, convey, or lease all or a substantial part of its assets;
 - (5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;
 - (6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;
 - (7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;
 - (8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over the limitations established by FAR 31.205-6 and DEAR 970.3102-05-6 a year;
 - (9) Change substantially the management, ownership, or control of the corporation;
 - (10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;

- (11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation or a credit union insured by the National Credit Union Administration;
- (12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;
- (13) Make or covenant for capital expenditures exceeding \$0 in total;
- (14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than \$0; or
- (15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract:

I.113 FAR 52.247-67, SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FEB 2006)

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—
 - (1) By the Contractor under a cost-reimbursement contract; and
 - (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (c) Contractors shall submit the above referenced transportation documents to—

General Services Administration
Attn: FWA
1800 F Street NW
Washington, DC 20405

I.119 FAR 52.252-6, AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the date of the clause.
- (b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
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ATTACHMENT J-2

REQUIREMENT SOURCES AND IMPLEMENTING DOCUMENTS

The following lists are provided in accordance with the Section I Clause entitled, *DEAR 970.5204-2, Laws, Regulations, and DOE Directives*.

LIST A: APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS

The Federal, state, and local regulations found in the following list constitute the *List A – Applicable Federal, State, and Local Regulations*, referenced in the Section I Clause entitled, *DEAR 970.5204-2, Laws, Regulations, and DOE Directives*. The list of laws and regulations is not comprehensive. Omission of any applicable law or regulation from this list does not affect the obligation of the Contractor to comply with such law or regulation.

Table J-2.1 Code of Federal Regulations (CFR)

Document Number	Title
10 CFR 71	Packaging And Transportation Of Radioactive Material
10 CFR 73	Physical Protection Of Plants And Materials
10 CFR 436	Federal Energy Management And Planning Programs
10 CFR 707	Workplace Substance Abuse Programs At DOE Sites
10 CFR 708	DOE Contractor Employee Protection Program
10 CFR 710	Criteria And Procedures For Determining Eligibility For Access To Classified Matter Or Special Nuclear Material
10 CFR 712	Human Reliability Program
10 CFR 719	Contractor Legal Management Requirements
10 CFR 820	Procedural Rules For DOE Nuclear Activities
10 CFR 830	Nuclear Safety Management (Subpart A and 830.202(b)(3) Only)
10 CFR 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR 835	Occupational Radiation Protection
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 851	Worker Safety and Health Program
10 CFR 1021	National Environmental Policy Act Implementing Procedures
10 CFR 1022	Compliance with Floodplain and Wetland Environmental Review Requirements
10 CFR 1046	Medical, Physical Readiness, Training, and Access Authorization Standards for Protective Force Personnel
29 CFR 1904	Recording And Reporting Occupational Injuries And Illnesses
29 CFR 1910	Occupational Safety And Health Standards
29 CFR 1926	Safety And Health Regulations For Construction
36 CFR 60	National Register of Historic Places

Document Number	Title
36 CFR 79	Curation of Federally Owned and Administered Archeological Collections
36 CFR 1220	Federal Records, General
36 CFR 1222	Creation And Maintenance Of Federal Records
36 CFR 1228	Disposition Of Federal Records
36 CFR 1232	Audiovisual Records Management
36 CFR 1234	Electronic Records Management
36 CFR 1236	Management of Vital Records
40 CFR 60.150	Standards Of Performance For New Stationary Sources
40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR 82	Protection of Stratospheric Ozone
40 CFR 122	EPA Administered Permit Programs: The National Pollutant Discharge Elimination System
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable To Generators Of Hazardous Waste
40 CFR 264	Standards For Owners And Operators Of Hazardous Waste Treatment, Storage, And Disposal Facilities
40 CFR 265	Interim Status Standards For Owners And Operators Of Hazardous Waste Treatment, Storage, And Disposal Facilities
40 CFR 268	Land Disposal Restrictions
40 CFR 300-372	Comprehensive Environmental Response, Compensation, and Liability Act
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning And Notification
40 CFR 370	Hazardous Chemical Reporting: Community Right-To-Know
40 CFR 372	Toxic Chemical Release Reporting: Community Right-To-Know
40 CFR 761	Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and use Prohibitions
40 CFR 763	Asbestos
41 CFR 101	Federal Property Management Regulations
41 CFR 102	Federal Management Regulations
41 CFR 109	DOE Property Management Regulation (Subparts 109-1.53, 109-38 and 109-50.1 only)
49 CFR 40	Procedures For Transportation Workplace Drug Testing Programs
49 CFR 130	Oil Spill Prevention and Response Plans
49 CFR 107	Hazardous Materials Program Procedures
49 CFR 171	General Information, Regulations, and Definitions
49 CFR 172	Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information and Training Requirements
49 CFR 173	Shippers -- General Requirements for Shipments and Packagings
49 CFR 174	Carriage By Rail
49 CFR 177	Carriage by Public Highway.

Document Number	Title
49 CFR 178	Specifications For Packagings
49 CFR 179	Specifications For Tank Cars
49 CFR 180	Continuing Qualification And Maintenance Of Packagings
49 CFR 383	Commercial Driver's License Standards, Requirements and Penalties
49 CFR 385	Safety Fitness Procedures
49 CFR 387	Minimum Levels Of Financial Responsibility For Motor Carriers
49 CFR 390	Federal Motor Carrier Safety Regulations: General
49 CFR 391	Qualifications of Drivers
49 CFR 392	Driving of Commercial Motor Vehicles
49 CFR 393	Parts and Accessories Necessary for Safe Operations
49 CFR 395	Hours Of Service Of Drivers
49 CFR 396	Inspection, Repair and Maintenance
49 CFR 397	Transportation of Hazardous Materials, Driving and Parking Rules

Table J-2.2 U.S. Code (USC)

Document Number	Title
5 USC Chapter 57	Travel, Transportation, and Subsistence
5 USC 552	Public Information; Agency Rules, Opinions, Orders, Records, and Proceedings
5 USC 552A	Records Maintained on Individuals
16 USC 470	Archeological Resources Protection Act
17 USC 506	Copyright Infringement and Remedies, Criminal Offences
18 USC 1913	Lobbying with Appropriated Moneys
18 USC 2319	Stolen Property, Criminal Infringement of a Copyright
25 USC 3001	Native American Grave Protection and Repatriation Act
33 USC 1251-1376	Clean Water Act
42 USC 7256(c)	Leasing of Excess Department of Energy Property / Hall Amendment to National Defense Authorization Act of 1994
42 USC 13101	Findings & Policy
42 USC 13106	Source Reduction & Recycling Data Collection
42 USC 15801	Energy Policy Act of 2005
42 USC 2011-2259	Atomic Energy Act of 1954, as amended
42 USC 6962	Resource Conservation And Recovery Act (RCRA) Of 1976
42 USC 7401	Clean Air Act
43 USC 1701	Federal Land Policy And Management Act Of 1976
44 USC 3101	Records Management by Agency Heads; General Duties
44 USC 3103	Transfer Of Records To Records Center
44 USC 3105	Safeguards
44 USC 3309	Preservations of Claims of Government Until Settled in General Accounting Office; Disposal Authorized Upon Written Approval of Comptroller General

Document Number	Title
44 USC 3312	Photographs or Microphotographs of Records Considered as Originals; Certified Reproductions Admissible in Evidence
44 USC 3506	Federal Agency Responsibilities

Table J-2.3 Executive Orders

Document Number	Title
Executive Order 11514	Protection and Enhancement of Environmental Quality
Executive Order 11988	Floodplain Management
Executive Order 11990	Protection of Wetlands
Executive Order 12088	Federal Compliance with Pollution Control Standards
Executive Order 12580	Superfund Implementation
Executive Order 12856	Federal Compliance with Right-to-Know Laws and Pollution Prevention Requirements
Executive Order 12898	Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
Executive Order 13007	Indian Sacred Sites
Executive Order 13016	Amendment to Executive Order 12580
Executive Order 13045	Protection of Children from Environmental Health Risks and Safety Risks
Executive Order 13112	Invasive Species
Executive Order 13186	Responsibilities of Federal Agencies to Protection Migratory Birds
Executive Order 13212	Actions to Expedite Energy-Related Projects
Executive Order 13221	Energy Efficient Standby Power Devices
Executive Order 13327	Federal Real Property Asset Management
Executive Order 13423	Strengthening Federal Environmental, Energy, and Transportation Management
Executive Order 13514	Federal Leadership in Environmental, Energy and Economic Performance
Executive Order 13672	Amendment to Executive Order 11246 – Prohibiting Discrimination based on Sexual Orientation and Gender Identity

Table J-2.4 Office of Management and Budget Circulars (OMB)

Document Number	Title
OMB Circular A-130	Management of Federal Information Resources

Table J-2.5 Washington Administrative Code (WAC)

Document Number	Title
WAC 46-48	Transportation Of Hazardous Materials
WAC 173-200	Water Quality Standards for Ground Waters of the State of Washington
WAC 173-216	State Waste Discharge Permit Program
WAC 173-218	Underground Injection Control Program

Document Number	Title
WAC 173-240	Submission of Plans and Reports for Construction of Wastewater Facilities
WAC 173-303	Dangerous Waste Regulations
WAC 173-304	Minimum Function Standards for Solid Waste Handling
WAC 173-340	Model Toxics Control Act -- Cleanup
WAC 173-360	Underground Storage Tank Regulations
WAC 173-400	General Regulations For Air Pollution Sources
WAC 173-401	Operating Permit Regulation
WAC 173-460	Controls for New Sources of Toxic Air Pollutants
WAC 173-480	Ambient Air Quality Standards and Emission Limits for Radionuclide
WAC 197-11	SEPA Rules
WAC 246-247	Radiation Protection -- Air Emissions
WAC 246-272	On-Site Sewage Systems
WAC 246-273	On-Site Sewage System Additives
WAC 246-290	Public Water Supplies
WAC 246-291	Group B Public Water Systems
WAC 246-292	Water Works Operator Certification Regulations
WAC 296-17	Washington Workers' Compensation Insurance
WAC 296- 65	Asbestos Removal and Encapsulation
WAC 446-65	WAC Commercial Motor Vehicle Regulations
WAC 470-12	Transporting Rules

Table J-2.6 Permits

Document Number	Title
AOP 00-05-006	Hanford Site Air Operating Permit
WAR05A57F	National Pollutant Discharge Elimination System Storm Water Multi-Sector Permit
WA-002591-7	National Pollutant Discharge Elimination System Permit for the 300 Area TEDF
WA780008967	Hanford Facility Resource Conservation and Recovery Act (RCRA) Permit

Table J-2.7 Local Laws and Regulations

Document Number	Title
BCAA Regulation	County Air Pollution Control Authority

LIST B: APPLICABLE DOE DIRECTIVES

Table J-2.8 Directives, Regulations, Policies, and Standards

Document Number	Title
CRD O 130.1	Budget Formulation
CRD M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
DOE P 141.1	Department of Energy Management of Cultural Resources
CRD O 142.2A	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
CRD M 142.2-1 (Supp Rev 0)	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
CRD O 142.3A	Unclassified Foreign Visits and Assignments
CRD O 144.1	Department of Energy American Indian Tribal Government Interactions and Policy
CRD O 150.1	Continuity Programs (as defined in HNF-MP-53188, Revision 0)
CRD O 151.1C	Comprehensive Emergency Management System
CRD O 153.1	Departmental Radiological Emergency Response Assets
CRD O 200.1A	Information Technology Management
CRD O 205.1B, Change 2, (Supp Rev 2)	DOE Cyber Security Program
CRD M 205.1-3, Chg 1	Telecommunications Security Manual
CRD O 206.2	Identity, Credential, and Access Management (ICAM)
CRD O 210.2A	DOE Corporate Operating Experience Program
CRD O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
CRD O 221.2A	Cooperation With the Office of the Inspector General
CRD O 225.1B (Supp Rev 0)	Accident Investigations
CRD O 226.1B	Implementation of Department of Energy Oversight Policy
CRD O 227.1 (Supp Rev 0)	Independent Oversight Program
CRD O 231.1B	Environment, Safety, and Health Reporting
CRD O 232.2 (Supp Rev 0)	Occurrence Reporting and Processing of Operations Information
CRD O 241.1B	Scientific and Technical Information Management
CRD O 243.1B (Supp Rev 0)	Records Management Program
CRD O 252.1A	Technical Standards Program
CRD O 350.1, Chg 5	Contractor Human Resource Management Program
CRD O 413.1A	Management Control Program
CRD O 413.3B	Program and Project Management for the Acquisition of Capital Assets
CRD O 414.1D	Quality Assurance
CRD O 415.1	Information Technology Project Management
CRD O 420.1C, (Supp Rev 0)	Facility Safety (Implementation changes outlined in MSA-1304988A R3)

Document Number	Title
CRD O 422.1 (Supp Rev 0)	Conduct of Operations
CRD O 430.1B Chg 1 (Supp Rev 1)	Real Property Asset Management
CRD O 435.1, Chg 1 (Supp Rev 0)	Radioactive Waste Management
DOE M 435.1-1, Chg 1	Radioactive Waste Management Manual
CRD O 436.1 (Supp Rev. 0)	Departmental Sustainability
CRD O 440.2B, Chg 1	Aviation Management and Safety
CRD O 442.1A (Supp Rev 3)	Department Of Energy Employee Concerns Program
CRD O 442.2	Differing Professional Opinions for Technical Issues Involving Environment, Safety, and Health Technical Concerns.
CRD O 452.8	Control of Nuclear Weapon Data
CRD O 458.1 Chg 2	Radiation Protection of the Public and the Environment.
CRD O 460.1C	Packaging and Transportation Safety
CRD O 460.2A	Departmental Materials Transportation and Packaging Management
CRD M 460.2-1A	Radioactive Material Transportation Practices Manual
CRD O 461.1B	Packaging and offsite Transportation of Materials of National Security Interest.
CRD O 461.2	Onsite Packaging and Transportation of Materials of National Security Interest
CRD O 462.1	Import and Export of Category 1 and 2 Radioactive Sources
DOE 470.3B	Graded Security Protection (GSP) Policy
CRD M 470.4-1, Chg 1 (Supp Rev 1 excluding Section M)	Safeguards and Security Program Planning and Management
CRD M 470.4-1, Chg 2, Section M only	Safeguards and Security Program Planning and Management
CRD M 470.4-6, Chg 1 (Supp Rev 0)	Nuclear Material Control and Accountability
CRD O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information
CRD O 471.3 (Supp Rev 1)	Identifying and Protecting Official Use Only Information
CRD M 471.3-1	Manual for Identifying and Protecting Official Use Only Information
CRD O 471.6	Information Security
CRD O 472.2 Chg 1	Personnel Security (excluding DOE O 470.4B)
CRD O 473.3 (Supp Rev 0)	Protection Program Operations
CRD O 475.2A	Identifying Classified Information
CRD O 484.1	Reimbursable Work for the Department of Homeland Security
CRD O 522.1	Pricing of Departmental Materials and Services
CRD O 534.1B	Accounting
CRD O 551.1D	Official Foreign Travel
CRD O 580.1A, Chg 1	Department of Energy Personal Property Management Program

J-2.9 DOE-RL Implementing Documents

Document Number	Title
DOE-0223	RL Emergency Implementing Procedures
DOE/RL-2001-0036, Rev 1-E	Hanford Site-wide Transportation Safety Document
DOE-0336, Revision 2	Hanford Site Lockout/Tagout Procedure
DOE-0342, Revision 2A	Hanford Site Chronic Beryllium Disease Prevention Program (CBDPP)
DOE-0343, Revision 3	Stop Work Procedure
DOE-0344, Revision 3A	Hanford Site Excavation, Trenching, and Shoring Procedure (HSETSP)
DOE-0346, Revision 0	Hanford Site Fall Protection Program (HSFPP)
DOE-0352, Revision 0	Hanford Site Respiratory Protection Program (HSRPP)
DOE-0355, Revision 0	Hanford Standardized HAZWOPER Training Program Description
DOE-0357, Revision 1	Hanford Radiological Worker Training Program Description
DOE-0358, Revision 1	Training Program Description for Hanford Site Core Radiological Control Technician Qualification
DOE-0359, Revision 2	Hanford Site Electrical Safety Program (HSCSP)
DOE-0360, Revision 0A	Hanford Site Confined Space Procedure (HSCSP)
DOE/RL-2002-12 Rev 1	Hanford Radiological Health and Safety Document
DOE/RL-89-10	Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)
DOE/RL-94-02, Rev 6	Hanford Emergency Management Plan
DOE/RL-96-68, Rev 4	Hanford Analytical Services Quality Assurance Requirements Document
DOE/RL-92-36, Rev 1	Hanford Site Hoisting and Rigging Manual
DOE/RL-2008-17, Rev 0	Gable Mountain and Gable Butte Resource Management Plan
DOE/RL-2009-89 Rev 0	Transportation Hazards Survey and Emergency Planning Hazards Assessment
RRD 005, Rev 3	Worker Safety
RRD 008, Rev 3	Quality Assurance Program Requirements
SCSP, July 5, 2005	Richland Regional Office Site Counterintelligence Support Plan, Hanford Site CI Support Plan (SCSP)
EM Policy Letter, July 10, 2006	Policies for Environmental Management Operating Project Performance Baselines, Contingency and Federal Risk Management Plans, and Configuration Control
EM Policy Letter, July 28, 2014	Environmental Management Policy on Implementation of REAL ID

J-2.10 Long Term Stewardship Transfers

The Transition and Turnover Packages (TTP) describes the completion of site assessment activities, removal of facilities, removal of miscellaneous debris, and *Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA)* site remediation to interim action records of decision (RODs). The TTP is prepared in accordance with DOE/RL-2010-35, *Hanford Long-Term Stewardship Program Plan*, and HNF-47392, *LTS Transition and Turnover Package Template*.

Document Number	Title
HNF-49462, Rev 1	Long-Term Stewardship Transition and Turnover package for 100-F/IU-2/IU-6 Area – Segment 1
HNF-51197, Rev 1	Long-Term Stewardship Transition and Turnover Package for the 100-F/IU-2/IU-6 Area – Segment 2
HNF-52064, Rev 0	Long-Term Stewardship Transition and Turnover Package for the 100-F/IU-2/IU-6 Area – Segment 3
HNF-53764, Rev 0	Long-Term Stewardship Transition and Turnover Package for 100-F area
HNF-54308, Rev 0	Long-Term Stewardship Transition and Turnover Package for Segment 5
HNF-56107, Rev 0	Long Term Stewardship Transition and Turnover Package for 105-C, 105-D, 105-DR, 105-F, 105-H, and 105-N/109-N Safe Storage Enclosures
HNF-57108, Rev 0	Long-Term Stewardship Transition and Turnover Package for the 100-K Area
HNF-57376, Rev 0	Long Term Stewardship Transition and Turnover Package for 100-F/IU-2/IU-6 Area-100-IU-2 and Segment 4A Areas

ATTACHMENT J-5
PERFORMANCE GUARANTEE AGREEMENT

Lockheed Martin Corporation
6801 Rockledge Drive Bethesda, MD 20817
Telephone 301-897-6000



Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE-RP06-07RL14728 for the Mission Support Contract (Contract) dated _____, by and between the Government and Mission Support Alliance, LLC (Contractor), the undersigned, Lockheed Martin Corporation (Guarantor), a corporation incorporated in the State of Maryland with its principal place of business at 6801 Rockledge Drive, Bethesda, MD 20817 hereby unconditionally guarantees to the Government:

- (i) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract; and
- (ii) the full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract. Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Government's rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contractor or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of: (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on.

3-10-08

Date

Lockheed Martin Corporation
Name of Corporation

Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal

Attachment L-1
Performance Guarantee Agreement

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE – AC 06-07RL14728 for the Mission Support Contract (Contract) dated TBD, by and between the Government and MISSION SUPPORT ALLIANCE, LLC (Contractor), the undersigned, Jacobs Engineering Group Inc (Guarantor), a corporation incorporated in the State of Delaware with its principal place of business at 1155 South Arroyo Parkway, Pasadena, CA, 91109 hereby unconditionally guarantees to the Government:

- (i) the full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract; and
- (ii) the full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract. Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Governments rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to

pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contractor or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of: (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on.

May 8, 2008
Date

Name of Corporation – Jacobs Engineering Group Inc.

George A. Kunberger – Executive Vice President

Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

William C. Markley III – Senior Vice President – Assistant Secretary

Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal



PERFORMANCE GUARANTEE AGREEMENT

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE-RP06-07RL 14728 for the Mission Support Contract (Contract) dated (TBD), by and between the Government and Mission Support Alliance, LLC (Contractor), the undersigned, Centerra Group, LLC (Guarantor), a limited liability company organized in the State of Delaware with its principal place of business at 7121 Fairway Drive, Suite 301, Palm Beach Gardens, FL 33418, hereby unconditionally guarantees to the Government:

- (i) The full and prompt payment and performance of all obligations, accrued and executory, which Contractor presently or hereafter may have to the Government under the Contract; and
- (ii) The full and prompt payment and performance by Contractor of all obligations and liabilities of Contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the Contract. Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the Contract, in the event of a default by Contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the Contract. Guarantor further agrees that Contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the Contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of Contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of Contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Contractor, or adjudication of Contractor as a bankrupt; or (iii) the assertion by the Government against the Contractor of any of the Governments rights and remedies provided for under the Contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by Contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against Contractor or other Guarantors under the Contract, or any modifications or amendments thereto, or any other document(s) or instrument(s)

executed by Contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against Contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by Contractor is in default under the Contractor or under any other document(s) or instrument(s) executed by Contractor as aforesaid, and that Guarantor will, upon demand, perform all other obligations of Contractor, the performance of which by Contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of: (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

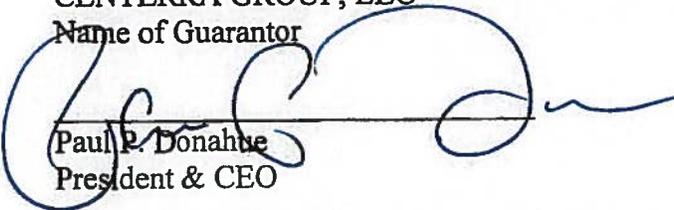
Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on:

March 6, 2015
Date

CENTERRA GROUP, LLC
Name of Guarantor


Paul P. Donahue
President & CEO



Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix
Corporate Seal

**Mission Support Alliance, LLC
2490 Garlick Boulevard
Richland, WA 99354**

**Subcontracting Plan for Small Business Concerns
Pursuant to FAR 19.7
FAR Clause 52.219-9 and
Public Laws 95-907, 99-661, 106-50, and 100-108**

Update: November 19, 2014

In accordance with Public Law (P.L.) 95-507, P.L. 99-661, Section 1207, P.L. 106-50, P.L. 100-180, Section 806 and FAR Clause 52-219-9 (Small Business Subcontracting Plan); Mission Support Alliance LLC is using the following subcontracting plan:

Name of Contractor:	Mission Support Alliance, LLC
Address:	2490 Garlick Blvd. Richland, WA 99354
Contract Number:	DE-AC06-09RL14728
Item/Service:	Infrastructure and site services for DOE-RL, DOE-ORP, and associated contractors at the Hanford Site
Amount of Contract:	\$3,059,369,580
Estimated Value of Materials/ Subcontracts:	\$1,639,968,958
Period of Contract Performance:	Transition & Basic Period – May 26, 2009, through May 25, 2014 Option Period 1 – May 26 2014 through May 25, 2017 Option Period 2 – May 26, 2017 through May 25, 2019
Type of Plan:	Individual Contract Plan – (All elements developed specifically for this contract and applicable to the full term of this contract)

POLICY

It is the policy of the Mission Support Alliance LLC (MSA) to provide Small Business Concerns (SB), Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (SDB); Woman-Owned Small Business Concerns (WOSB); Historically Underutilized Business Zones (HubZone); Veteran-Owned Small Business Concerns (VOSB); and Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB), the maximum practical opportunity to compete for subcontracts to the extent consistent with the operational environment, efficient performance, and requirements of the statement of work. MSA will use its best efforts in carrying out this policy.

1.0 INTRODUCTION

In accordance with MSA's Small Business Subcontracting Policy, we will maximize the participation of small business concerns supporting this contract with specific emphasis on the local Tri-Cities and Mid-Columbia small business community. The small business community possesses several distinct advantages that many larger organizations do not as a result of the necessity to survive in a very competitive environment. In order to grow and succeed, small business concerns must be flexible and innovative while performing safer, faster, better, and cheaper. These attributes translate into a competitive advantage that we intend to use to enhance performance, reduce cost, and improve schedule in support of the Mission Support Contract (MSC).

We will meet the goals in this plan by working closely with DOE-RL and the small business community in the Tri-Cities area to develop partnerships that translate into meaningful participation for small businesses throughout the life of the MSC. Our small business program features the following:

- A commitment to meet or exceed all small business goals,
- Technically challenging and meaningful work opportunities,
- A full commitment to use local business concerns on the contract, and
- A mentoring plan to enhance existing skills as required to support development and growth through participation in DOE and SBA's 8(a) Mentor-Protégé Programs.

Note: For the purpose of this Small Business Subcontracting Plan, the term "small business concerns," includes Small Business Concerns (SB); Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals (SDB); Woman-Owned Small Business Concerns (WOSB); Historically Underutilized Business Zones (HubZone); Veteran-Owned Small Business Concerns (VOSB); and Service-Disabled Veteran-Owned Small Business Concerns (SDVOSB).

2.0 MISSION SUPPORT ALLIANCE LLC SB SUBCONTRACTING GOALS

We have estimated the total value of subcontracting dollars for the Mission Support Contract based on our estimated cost to perform the scope of work. **Figure 2-1** shows our goals expressed in terms of percentages of *total planned subcontracted dollars* and dollar values for the MSC Contract for the use of SB, SDB, WOSB, VOSB, SDVOSB, and HUBZone concerns

over the life of the contract and the total dollar of planned subcontracting. In accordance with Prime Contract clause H.21 (b), MSA will award 25 percent of total contract value to our small business partners by the end of year two of the contract and maintain the 25 percent throughout the life of the contract. In accordance with Prime Contract clause B.10, MSA will provide annual updates by December 31st of each year.

SMALL BUSINESS CONTRACT SUMMARY								
							Total Contract	
Proposal Contract Value							\$3,059,369,580	
Type	Dollars						%	
Large Business	\$819,984,479						50	
Small Business	\$819,984,479						50	
Total Dollars Available for Subcontracting (does not include subcontract costs for affiliates of the Prime)							\$1,639,968,958	100
Components								
SDB	\$163,996,896						10	
WOSB	\$111,517,889						6.8	
HUBZone	\$44,279,162						2.7	
VOSB	\$32,799,379						2.0	
SDVOSB	\$32,799,379						2.0	
SMALL BUSINESS BREAKOUT FOR TEN YEARS								
	YEAR 1		YEAR 2		YEAR 3		YEAR 4	
Type	Dollars	%	Dollars	%	Dollars	%	Dollars	%
Large Business	\$72,811,314	50	\$78,695,529	50	\$77,957,098	50	\$77,839,639	50
Small Business	\$72,811,314	50	\$78,695,529	50	\$77,957,098	50	\$77,839,639	50
Components								
SDB	\$14,562,263	10	\$15,739,106	10	\$15,591,420	10	\$15,567,928	10
WOSB	\$9,902,339	6.8	\$10,702,592	6.8	\$10,602,165	6.8	\$10,586,191	6.8
HUBZone	\$3,931,811	2.7	\$4,249,889	2.7	\$4,209,683	2.7	\$4,203,341	2.7
VOSB	\$2,912,453	2.0	\$3,147,821	2.0	\$3,118,284	2.0	\$3,113,586	2.0
SDVOSB	\$2,912,453	2.0	\$3,147,821	2.0	\$3,118,284	2.0	\$3,113,586	2.0
	YEAR 5		YEAR 6		YEAR 7			
Type	Dollars	%	Dollars	%	Dollars	%		
Large Business	\$110,900,105	50	\$84,000,727	50	\$86,867,436	50		
Small Business	\$110,900,105	50	\$84,000,727	50	\$86,867,436	50		
Components								
SDB	\$22,180,021	10	\$16,800,145	10	\$17,373,487	10		
WOSB	\$15,082,414	6.8	\$11,424,099	6.8	\$11,813,971	6.8		
HUBZone	\$5,988,606	2.7	\$4,536,039	2.7	\$4,690,842	2.7		
VOSB	\$4,436,004	2.0	\$3,360,029	2.0	\$3,474,697	2.0		
SDVOSB	\$4,436,004	2.0	\$3,360,029	2.0	\$3,474,697	2.0		
	YEAR 8		YEAR 9		YEAR 10			
Type	Dollars	%	Dollars	%	Dollars	%		
Large Business	\$77,548,834	50	\$76,135,225	50	\$77,228,571	50		
Small Business	\$77,548,834	50	\$76,135,225	50	\$77,228,571	50		
Components								
SDB	\$15,509,767	10	\$15,227,045	10	\$15,445,714	10		
WOSB	\$10,546,641	6.8	\$10,354,391	6.8	\$10,503,086	6.8		
HUBZone	\$4,187,637	2.7	\$4,111,302	2.7	\$4,170,343	2.7		
VOSB	\$3,101,953	2.0	\$3,045,409	2.0	\$3,089,143	2.0		
SDVOSB	\$3,101,953	2.0	\$3,045,409	2.0	\$3,089,143	2.0		

Figure 2-1. Subcontracting Goals: Our approach maximizes the participation of small business concerns in supporting Hanford MSC requirements.

We are confident we can achieve our proposed small business subcontracting goals based on:

- Our past successes in meeting and exceeding our SB subcontracting goals,
- The oversight and advocacy provided by our Small Business Liaison Officer, and
- Our plan for enhancing skills as necessary to position small business concerns to increase their level of participation and assume more responsibility.

3.0 PRINCIPAL TYPES OF SUPPLIES AND SERVICES TO BE SUBCONTRACTED

There are a variety of technically challenging and complex opportunities available to small businesses across the program. We intend to choose cost-effective small businesses to work in accomplishing the MSC statement of work and the general performance requirements. Figure 3-1 lists the principal categories of subcontracting opportunities available for small business concerns. Each checkmark on the chart represents a small business type (e.g., SDB, WOSB) that is already included in our database of Pre-Qualified SB concerns. As additional opportunities are identified, the listing will be expanded.

Additionally, MSA has selected several “best of class” companies that will add strategic value to the MSC and our team. Our selected major small business partners shown in Figure 3-2 possess first-hand knowledge of the Hanford site and/or the DOE operational arena. These small business partners have substantial relevant experience and outstanding capabilities to support the MSC mission.

4.0 METHODOLOGY FOR DETERMINING SUBCONTRACTING GOALS

To establish the subcontracting goals and commitments, we considered the following:

- The MSC scope of work and forecasted probable acquisition needs,
- The types of subcontractors that we will have assigned to the MSA from the incumbent contractor,
- The incumbent performance related to SB goals vs. actual,
- The geographic location and population of small business concerns that can support our requirements,
- Qualified local SB concerns licensed in Washington state and operating in the Tri-Cities and Mid-Columbia areas,
- Our knowledge of small businesses that have worked on DOE projects at Hanford, AND
- Our proven approach to promoting and utilizing small business.

Based on these items and our track record of meeting small business goals in the past, our subcontracting goals for this contract are both realistic and attainable and will utilize small business concerns in a variety of meaningful and complex work on the project.

5.0 METHODOLOGY FOR IDENTIFICATION OF SUPPLIERS

MSA continually identifies and reviews potential sources of supplies and services for MSC. In developing this list, we:

- Identified the SB concerns with excellent ESH&Q performance records that have worked on or are currently working on the Mission Support Contract
- Assessed Alliance partners' proprietary Supplier Information Systems for qualified sources that have worked similar projects
- Analyzed external databases such as the System for Award Management (SAM) for local qualified suppliers,
- Assessed Washington state Small Business Administration (SBA) sources,
- Obtained source lists from minority and other organizations such as:
- National Association of Minority Contractors
- National Minority Supplier Development Council
- Obtained source lists from local Procurement Technical Assistance Center.

Types of Supplies and Services Available for Subcontracting	SB	SDB	WOSB	VOSB	SDVOSB	HUBZone
Protective Forces	✓	✓	✓	✓	✓	
Information Security	✓	✓	✓	✓	✓	
Personnel Security	✓	✓	✓			✓
Nuclear Materials and Control Account	✓	✓		✓	✓	
SAS Program Management	✓	✓	✓	✓	✓	
Site Training & HAMMER	✓	✓	✓	✓		✓
Fire and Emergency Response	✓	✓	✓	✓	✓	✓
Radiological Assistance Program	✓	✓	✓		✓	
Environmental Regulatory Management	✓	✓	✓		✓	
Environmental Surveillance	✓	✓	✓			
Laboratory/analytical Services	✓		✓			
Biological Controls	✓	✓	✓			✓
Motor Carrier and Fleet Services	✓	✓	✓	✓		✓
Facilities Services	✓	✓	✓	✓	✓	✓
Calibrations Services	✓	✓	✓			
Roads and Grounds	✓	✓			✓	✓
Electric Trans./Distribution. & Energy	✓	✓	✓	✓		
Sanitary Waste Management & Disposal	✓	✓			✓	✓
Land-Use Planning and Management	✓	✓		✓		
Long Term Stewardship	✓	✓		✓		
Property Systems Acquisition	✓	✓	✓			
Materials Management	✓	✓	✓		✓	
Mail and Courier Services	✓	✓	✓	✓	✓	✓
Reproduction Services	✓	✓	✓	✓	✓	
Multi-Media Services	✓	✓	✓			✓
Telephone, Radio, and Pager Services	✓	✓	✓	✓		✓
Network Services	✓	✓	✓		✓	✓
Information Services	✓	✓	✓	✓	✓	✓
Records Management	✓	✓	✓			✓
Long Term Records Storage	✓		✓			
Portfolio Planning, Analysis & Asses.	✓	✓	✓	✓	✓	
Risk Management	✓	✓	✓	✓		

Types of Supplies and Services Available for Subcontracting	SB	SDB	WOSB	VOSB	SDVOSB	HUBZone
Quality Assurance	✓	✓	✓			
Beryllium	✓	✓	✓			
Staff Augmentation	✓	✓	✓	✓	✓	
Construction Services	✓	✓	✓		✓	✓
Janitorial Services	✓	✓				
Catering Services	✓	✓	✓			
Laboratory Supplies and Equipment					✓	✓
Janitorial Supplies		✓	✓			
Safety Supplies					✓	
Electronic Supplies	✓	✓	✓			✓
Hand Tools	✓	✓	✓		✓	
HVAC and Plumbing Supplies	✓	✓	✓	✓	✓	
Computer Hardware	✓	✓	✓	✓	✓	✓

Figure 3-1. Principal Categories and Subcontracting Opportunities. Our approach includes technically complex and meaningful opportunities for pre-qualified small business concerns which have experience working in support of DOE organizations.

Subcontractor	Type	DOE Experience	Local Small Business	Primary Responsibility
Abadan Tri-Cities	Small	✓	✓	Reproduction Services
Akima Facilities Management	SDB Native American	✓	✓	Warehousing; Property Systems Management, Janitorial
HPM	WOSDB	✓	✓	Beryllium; Safety Program, Quality Assurance
Longenecker & Associates	WOSB	✓	✓	Quality Assurance; Portfolio Management
Vivid Learning Systems	Small	✓	✓	Site Training Services and HAMMER; HGET Safety Training;
Westech International	WOSB HUBZone	✓	✓	Correspondence Control; Records Management

Figure 3-2. Small Business Partners. Our small business partners bring to MSC extensive experience with DOE and Hanford projects.

6.0 INDIRECT COSTS

Indirect costs have not been included in the dollar and percentage subcontracting goals stated in this plan.

7.0 SUBCONTRACTING PLAN ADMINISTRATION

Mrs. Keisha Garcia serves as the MSA Small Business Liaison Officer (SBLO) to execute the MSC Small Business Program and ensure that we identify meaningful opportunities for small business participation early in the program. This approach allows MSA leadership to set the expectations for the entire organization by demonstrating a commitment to the success of our Small Business Program. The SBLO duties and responsibilities include the following:

- Act as the program advocate for small business participation,

- Develop and maintain source lists of small and minority subcontractors and supplier,
- Inform and assist MSA buyers in locating and using appropriate SB concerns as sources of supply,
- Develop policies and procedures to promote MSA buyers structure procurement packages to permit SB concerns the maximum practicable opportunity to participate; ensure solicitations are structured to permit maximum SB participation,
- Identify elements of work or task orders that can be set aside for SB concerns,
- Participate in make-or-buy decisions and identify maximum practicable opportunities for SB,
- Review solicitations to identify and remove any statements, clauses, etc. which may restrict or prohibit small and minority business concern participation,
- Verify that proper documentation is provided by buyers if selection is not made to small business,
- Verify that subcontracts contain the flow-down clauses pertaining to SB concerns required by the prime contract; verify that lower-tier large business subcontracts submit small business plans when applicable, and monitor for compliance with those plans,
- Verify that appropriate Environmental, Safety, Health, & Quality requirements are flowed down to subcontracting plan and foster support; assist in development of seminars that cover P.L. 95-907,
- Mentor SBs currently under subcontract, enhancing their ability to provide timely, cost effective quality services,
- Oversee implementation of established Mentor-Protégé Agreements,
- Monitor SB performance against established metrics,
- Maintain an effective outreach program by sponsoring and attending regional procurement conferences, business opportunity workshops, minority business enterprise seminars, trade fairs, match-making events and other one-on-one venues,
- Establish and maintain an MSA Small Business web site on the MSC-IMS portal where interested businesses can obtain information on up-coming solicitations and pre-qualification procedures,
- Maintain a good working relationship with Washington Small Business Administration representatives and the DOE-RL Small Business Program Manager,
- Coordinate contractor's activities prior to and during conduct of Federal agency compliance reviews,
- Participant in establishment of subcontract goals and monitor achievement of proposed goals,
- Conduct periodic reviews with the Project Manager and key staff to review progress toward achieving small business goals, and make program adjustments as necessary to meet goals,
- Prepare and submit semi-annual (Individual Subcontracting Report) and annual (Summary Subcontract Report) subcontract reports electronically using the Electronic Subcontract Reporting System (eSRS), and
- Prepare and forward to MSA parent organizations progress reports toward achievement of goals under the MSC program.

8.0 EFFORTS TO ENSURE OPPORTUNITIES FOR SMALL BUSINESS CONCERNS

We use proven approaches in utilizing our small and minority business partners in fulfilling project requirements. Our comprehensive small business strategy ensures that we provide small businesses the maximum practicable opportunity to participate in support of MSC. We will take the following steps to ensure maximum opportunity for small business:

- **Small Business Advocate:** MSA has established a dedicated individual to advocate for the small businesses looking for information on doing business with the MSA and assists prospective suppliers in completing vendor registration as well as SAM. In addition to providing them with other resources inside/outside the Hanford Site, MSA's Small Business Advocate participates in various outreach activities. MSA's Small Business Advocate assists the Contracting Officers in selecting sources locally and regionally as well as establishing the correct NAICS for solicitations.
- **MSA Procurement Policy:** Issue and promulgate policy statements in support of this effort, developing written procedures, work instructions, and specific assignments in support of our small business program
- **Internal Training.** Train MSA personnel regarding support for small and minority business concerns. In light of the continuing changes in Federal legislation concerning SB programs, **it is essential to refresh** continuing education with current laws and implementing regulations. This training is available to all our subcontractor personnel.
- **Small Business Metrics.** We will take an active role in promoting small business within our own program environment. To keep our program personnel educated and focused on SB participation and performance, we will display *MSC SB Metrics* status in our program office.
- **Small Business Counseling.** Counsel and discuss procurement opportunities with representatives of small and minority business concerns; provide notice to such firms of penalties and remedies for misrepresentation of small business category status for the purpose of obtaining a subcontract that is to be included in a goal of the MSA Subcontracting Plan. Assist small business concerns by counseling them on how to do business with the MSA and allowing sufficient time for small businesses to respond to solicitations; where small business source lists are excessively long, make a reasonable effort to allow all small business concerns an opportunity to compete over a period of time
- **Make-or-Buy Decisions.** Provide adequate and timely consideration of small and minority business concerns in all make-or-buy decisions where applicable.
- **Local Small Business Participation.** At the conclusion of make-or-buy decisions, MSA will make every effort to target local small businesses for all solicitations for the Mission Support Contract where potential local sources are available.
- **Procurement Forecast.** We will maintain a procurement forecast against which we determine whether or not there are local/regional small business concerns available to support our requirements. Advanced planning is critical to identifying potential gaps and to take appropriate steps to identify additional vendors when necessary.

- **Subcontractor/Supplier Information Center.** MSA has established a *Subcontractor/Supplier Information Center* on the MSC-IMS web site to provide the local small business community immediate access to our SB organization, business opportunities and initiatives. The Subcontractor/Supplier Information Center is our written link to our SB teammates and the SB community providing valuable program information including includes procurement planning, forecasts and awards, active solicitations, registration for subcontracting opportunities, procurement forms and documents, training opportunities, points of contact, upcoming seminars and workshops and links to other websites.
- **Maintain Minority Business Source Lists.** Retain source lists of qualified potential small and minority business concerns compiled and updated utilizing the source identification system provided by the System for Award Management (SAM), National Minority Purchasing Council Vendor Information Services, and the Minority Business Development Agency in the Department of Commerce.
- **Procurement Initiatives.** MSA will utilize several special procurement processes to streamline procurement actions and enhance SB participation to include: 1) awarding ODCs and purchased services to local suppliers; 2) utilizing a robust purchase card program to improve the efficiency of its purchasing activities; 3) utilizing DOE-authorized preference programs including HUBZone, SDVOSB, Mentor-Protégé, and discretionary SB set-asides to direct awards to local SB at fair market prices; 4) issuing purchase orders using existing Basic Ordering Agreements (BOA) negotiated by the DOE Integrated Customer Purchasing Team and other Government-wide Acquisition Vehicles where applicable.
- **Outreach Initiatives.** Maintain an active outreach program by sponsoring and attending local/regional and national small and minority procurement conferences, seminars and trade fairs to locate additional qualified small business sources. MSA will continue our involvement in the local community by participating in development councils, and presentations to local organizations.
- **Small Business Advisory Council.** MSA will work with DOE and other site Prime Contractors to operate an effective Small Business Advisory Council for Hanford and the Tri-Cities, to strengthen Hanford's relationship with the community.
- **Small Business Training Series.** MSA will provide small business training series that emphasizes skills that enhance development and contribute to the ongoing success of the respective small businesses.
- **Mentor-Protégé Relationships.** MSA has completed five DOE-HQ approved formal Mentor Protégé Agreements for FY2010, FY2011, FY2012, FY2013, and FY2014. MSA currently has one extended DOE-HQ approved formal Mentor Protégé Agreements in its final year for FY2015. As required, reports will be submitted to DOE-HQ and DOE-RL. As required, over the life of the program MSA has implemented a Mentor Protégé Agreements with a minimum of five (5) SB firms, giving preference to local, and at least one from each SB category.

9.0 SUBCONTRACTING PLAN FLOWDOWN

MSA will ensure that the clause as stated in FAR 52.219-8, "Utilization of Small Business Concerns," is in all subcontracts that offer further subcontracting opportunities. In addition, all subcontractors, except small business concerns, that receive subcontracts in excess of \$650,000 or in the case of a contract for the construction of any public facility of \$1.5 million or more, must adopt and comply with a plan similar to the plan required by FAR 52-219.9, "Small Business subcontracting Plan."

10.0 PERIODIC REPORTS AND COOPERATION IN SURVEYS

MSA will: (i) cooperate in studies or surveys as may be required by the contracting agency or the Small Business Administration, (ii) submit periodic reports to determine the extent of the compliance of the MSA with the Subcontracting Plan, (iii) submit the Subcontracting Report for Individual Contracts (ISR) and the Summary Subcontracting Report (SSR), and (iv) ensure that our large business subcontractors agree to also submit ISR's and SSR's. All ISRs and SSRs reports will be reported electronically using the Electronic Subcontract Reporting System (eSRS).

11.0 MAINTENANCE OF RECORDS

The MSA will maintain records which will demonstrate procedures that have been adopted to comply with the requirements and goals set forth in this plan. These records include:

- Company source lists of potential suppliers/subcontractors who are qualified Small, Small Disadvantaged, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, and Women-Owned Business concerns. Such lists will be compiled and updated from company sources and the source identification system provided by the Small Business Administration's Central Contractor Registration Database and input derived from the customer.
- List of organizations contacted for Small, HubZone, Small Disadvantaged, Veteran-Owned Small Business, and Women-Owned Small Business concerns.
- Records on each subcontract solicitation resulting in an award of more than \$50,000 must reflect the following:
 - Whether a small business concern was solicited; and if not, why.
 - If applicable, the reasons for the failure of solicited small, HubZone Small, Small Disadvantaged, Veteran-Owned small business, Service-Disabled Veteran-Owned small business and Women-Owned small business to receive the subcontract award.
- Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, contacts with business development organizations, and attendance at small and minority business procurement conferences and trade fairs.
- Records to support internal activities to guide and encourage buyers through:
 - Workshops, seminars, training programs, incentive awards, or
 - Monitoring of activities subcontract award data including the name, address, and business size of each subcontractor.
- On a subcontract-by-subcontract basis, records to support subcontract award data including name and address of subcontractor and small business type.

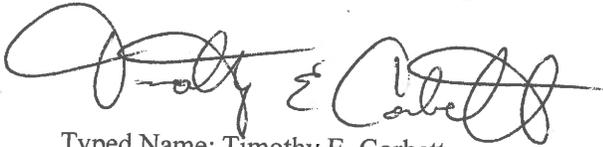
12.0 SIGNATURE

Mission Support Alliance, LLC

Name: Keisha Garcia

Title: MSA Small Business Liaison Officer

PLAN UPDATE ACCEPTED BY:

A handwritten signature in black ink, appearing to read "Timothy E. Corbett". The signature is stylized and cursive.

9/14/2015

Typed Name: Timothy E. Corbett

Title: Contracting Officer, Richland Operations Office

U.S. Department of Energy

HANFORD MISSION SUPPORT CONTRACT



ADVANCE UNDERSTANDING ON COST

REVISED DECEMBER 31, 2014

CHANGE HISTORY

Version	Date	Change Author	Change Summary
6.0	December 31, 2014	Ricky Churchman	Updated to incorporate: Retention as a part of the Hiring/Signing bonuses
5.1	August 26, 2014	Ricky Churchman	Updated to incorporate: Use of Government/Contractor Leased Vehicles for Offsite Transportation
5.0	November 1, 2013	Robert Robertson	Updated to incorporate: 1) Informational items for Volpentest HAMMER Training and Education Center 2) Rehabilitation supplies for emergency responders 3) Hanford Fire Department offsite fire emergency event support to others
4.0	March 14, 2013	Robert Robertson	Updated to incorporate February 26,2013, Memorandum of Understanding - FY 2009-2011, Requests for Equitable Adjustment Fee Settlement
3.0	May 24, 2012	Ricky Churchman	Updated to incorporate Extended Assignments
2.3	April 20, 2010	Ricky Churchman	Updated to incorporate DOE comments
2.2	February 23, 2010	Ricky Churchman	Updated to incorporate DOE comments
2.1	November 6, 2009	Ricky Churchman	Updated to incorporate DOE comments
2.0	August 18, 2009	Robert Robertson	Added reference column to table.
1.0	July 23, 2009	Robert Robertson	Formal baseline version
0.1	July 21, 2009	Robert Robertson	Initial draft

1.0 INTRODUCTION

The Mission Support Alliance, LLC (MSA) will engage its initial members of the MSA LLC (Lockheed Martin Integrated Technology, LLC; Jacobs Engineering Group, Inc., and G4S [formerly WSI]), and various subcontractors in performance of the Mission Support Contract (MSC) mission.

In accordance with Section H.14 entitled, “Advanced Understanding on Cost,” this attachment sets forth the basis for determining the allowability of costs associated with expenditures that have cost implications under the Contract, that are not identified in other documents requiring the review and approval of the Contracting Officer. Unless a date is provided within an item of cost identified below, all items within this table are considered to be applicable for the three contract periods defined in Section F, “Period of Performance.” This will be a living document that will be changed according to contract or regulatory changes or interpretations throughout the period of performance, as necessary, by the Contracting Officer.

2.0 PURPOSE

To set forth in accordance with Section H.14 of the U.S. Department of Energy Contract DE-AC06-09RL14728 an ADVANCE UNDERSTANDING ON COST.

Areas of Cost -Description	Allowable Y/N		Reference			
			MSC	FAR	CAS	DEAR
Purchasing from Contractor-Affiliated Sources	Y	Support to and from Corporate Affiliates: The contractor may provide intermittent support to and receive intermittent support from corporate affiliates on a full cost recovery basis without fee subject to the conditions specified elsewhere in the contract in clause B.11, "Allowability of Subcontractor Fee," and H.39, "Parent Organization Support Plan."	—	31.205-26	—	970.4402-3
Limited Personal Use of Government Office Equipment Including Information Technology	Y	Non-interfering use (i.e., use outside the employees regular schedule) of government property (such as computers, telephones, copiers, fax machines or other office equipment) or commercially leased facilities necessary for use in any allowable activity such as from employees use in performing work related educational activities is allowable. DOE Order 203.1	—	—	—	—
Employee Annual Safety Recognition	Y	An amount of no more than \$35 per person per year (includes staff-augmentation subcontractor employees that are a part of the contractor's integrated project team) is considered reasonable to recognize and foster a safety culture. Costs incurred for safety recognition are also subject to receipt and Contracting Officer approval of an Annual Safety Recognition Plan and subject to the cost principles and limitations on allowability set forth in the <i>Federal Acquisition Regulation</i> (FAR) (e.g., entertainment costs, costs of alcoholic beverages, etc.).	—	31.205-6(f)	—	—
Beryllium Testing/Travel and Assistance	Y	Costs associated with testing expenses, such as travel for the individual being tested and the individual required to provide travel assistance, will be allowable to the extent the costs are in accordance with approved travel policies and Federal Travel Regulations (FTR). However, if an employee has an accepted workers' compensation claim for the injury/illness, then all associated costs must be completely and accurately reported through the workers' compensation claim by means of RL's Third Party Administrator contractor.	—	31.205-6	—	—

Areas of Cost -Description	Allowable Y/N		Reference			
			MSC	FAR	CAS	DEAR
Hiring/Signing/Retention Bonuses	Y	Beginning in the base period, hiring/signing/retention bonuses not to exceed \$200,000 total payments in any government fiscal year beginning October 1, associated with recruiting and retaining management and certain technical personnel are allowable.	Correspondence No. 1405400A DOE-RL: 15-AMB-0005; dated 12/17/14	31.205-6	—	—
Employee Service Recognition and Employee Morale, Health and Wellness	Y	MSA has established an amount not to exceed \$50 per person per year (includes staff-augmentation subcontractor employees that are a part of the contractor's integrated project team). This amount is considered reasonable for employee service recognition and employee morale, health and wellness. However, costs incurred for employee service recognition and employee morale, health and wellness are subject to receipt and Contracting Officer approval of an annual Employee Service Recognition and Employee Morale, Health and Wellness Plan and subject to the cost principles and limitations on allowability set forth in the FAR (e.g., entertainment costs, costs of alcoholic beverages, etc.).	—	31.205-13	—	—
Public Relations and Advertising Cost	Y	Allowability is limited to public relations costs related to the MSC, community relations, and general public information, in accordance with FAR 31.205-1 paragraph (e)(2).	—	31.205-1	—	—
Business Cards	Y	Allowability is limited to supervisors and above except for Procurement personnel having routine contact with offsite vendors and Human Resource/ Communication personnel having routine contact with offsite personnel relative to training, recruiting, or compliance activities.	—	31.201-3	—	—

Areas of Cost -Description	Allowable Y/N		Reference			
			MSC	FAR	CAS	DEAR
Community Services Activities	Y	In accordance with FAR 31.205-1 paragraph (e)(3), cost of participation in company-sponsored community services (e.g., blood bank drives, charity drives, savings bond drives) is allowable. Anticipated costs are limited to participation and use of Government equipment and facilities on a non-interfering basis.	—	31.205-1	—	—
Domestic Personnel Extended Assignments	Y	As of June 1, 2012, for personnel on extended travel more than 30 days, reimbursement of lodging/other subsidies will be limited to actual expenses, and together with other subsidies, the total will not exceed 55% of the Federal per diem rate; MSA will not reimburse costs associated with salary premiums, per diem, or lodging/other subsidies for employees on domestic extended personnel assignments after 3 years.	MSC-RD-10956	31-205-35, 31-205-46		DOE M 552.1-1A
Material Cost Associated with Worker Safety	Y	<ul style="list-style-type: none"> • Winter protective clothing such as coats, jackets, vests, hoods, sweatshirts, long underwear, stocking caps, and coveralls is an allowable expense for field workers. • Bottled water and electrolyte solutions or supplements are allowable expenses for workers performing duties in adverse conditions. • Bottled water where potable water is not available is an allowable expense. • Personnel Protective Equipment (PPE) such as safety shoes including orthotics, safety glasses, gloves, ear protection, etc., as delineated in the contractor's PPE procedure is allowable. • Water sediment filter systems to filter potable water where it is not practicable to replace aging infrastructure is allowable. 	—	31.205-26	—	—

Areas of Cost -Description	Allowable Y/N		Reference											
			MSC	FAR	CAS	DEAR								
Insurance and Indemnification	Y	Insurance required by contract is allowable. If commercial insurance will be used, the Contractor will provide analysis of commercial versus the DOE's Retrospective Insurance Program in accordance with DOE Acquisition Guide, Chapter 70.28, "Contractor Insurance," by June 30 of each year of contract performance.	I.133	31.205-19	—	952.231-71								
Travel and Relocation	Y	Travel and relocation shall be in accordance with the MSA travel and relocation policies subject to the allowability provision of the MSC and the FTR. The travel cost of individuals on temporary assignment returning home every 4 weeks is allowable.	—	31.205-35, 31.205-46	—	970.3102-05-46								
Signage	Y	Signage cost incurred as a result of the change in contractors shall be an allowable cost. This cost is recognized as ordinary and necessary for the conduct of the Contractor's business.	—	31.201-3	—	—								
FY 2009-2011 Requests for Equitable Adjustment (REAs) Fee Settlement	Y	DOE Fee settlement for FY 2009-2011 REAs is listed below: <table border="1" data-bbox="615 878 1178 1068"> <thead> <tr> <th>Fiscal Year</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>2013</td> <td>\$ 3,590,396</td> </tr> <tr> <td>2014</td> <td>\$ 700,000</td> </tr> <tr> <td>Total</td> <td>\$ 4,290,396</td> </tr> </tbody> </table>	Fiscal Year	Total	2013	\$ 3,590,396	2014	\$ 700,000	Total	\$ 4,290,396	H.39 & DOE /MSA MOU-FY9-11 REAs Fee dated February 26, 2013			
Fiscal Year	Total													
2013	\$ 3,590,396													
2014	\$ 700,000													
Total	\$ 4,290,396													
Volpentest HAMMER Training and Educational Center (HAMMER) Informational Videos	Y	Development of HAMMER informational videos for prospective program areas. Total expenditures not to exceed (NTE) \$5,000 annually.	C.2.1.2- Background C.2.1.2- General Scope and Outcome C.2.1.2- HAMMER Facility Management and Operations	31-205-1(d)(1)										

Areas of Cost -Description	Allowable Y/N		Reference			
			MSC	FAR	CAS	DEAR
Rehabilitation supplies in support of Hanford Fire Department (HFD) Emergency Response Activities	Y	The cost of providing rehabilitation supplies (food and hydration) to Hanford Fire Department (HFD) emergency responders during an unplanned emergency (onsite or offsite) may be allowable. The cost of rehabilitation supplies (food and hydration) provided to each emergency responder is limited to one meal for every six hours of work regardless of event duration, and is allowable only to the extent that: (1) minimum rehabilitation supplies (i.e., Meals, Ready-to-Eat [MREs]) on hand have been fully expended; and (2) responders are required as a consequence of the unplanned emergency to remain at work beyond their scheduled shift without any opportunity to leave the Site and return to work. Each meal shall cost no more than what is allowable on the GSA rate schedule. A separate charge number shall be established for each unplanned emergency event. Rehabilitation support to emergency responders is limited to firefighters and Emergency Operations Center personnel. The cost of stocking and maintaining the minimum rehabilitation supplies to meet the Washington State Fire Mobilization Guidelines is also allowable. The MSA HFD Standard Operating Guideline, Appendices A and B, shall reflect the rehabilitation procurement practices hereto agreed to with the DOE in the advanced understanding of cost.	Section J, Mod 191 29 CFR 1910.146 CRD O 420.1B— Appendices “A” & “B” of the HFD Standard Operating Guideline	31.201-3 31.201-4		

Areas of Cost -Description	Allowable Y/N		Reference			
			MSC	FAR	CAS	DEAR
Hanford Fire Department Offsite Fire Emergency Event Support to Others	Y	The cost of the HFD support of offsite fire emergency events will be accumulated in unallowable accounts and billed to sponsoring entity in accordance with the reimbursement standards established by the applicable cooperative agreement. Once the credits are received, any remaining balance will be charged to the Mission Support Contract provided MSA billed the sponsoring entity in an appropriate and timely manner. The MSA HFD Standard Operating Guideline, Appendices A and B, shall reflect the practices hereto agreed to with the DOE in the advanced understanding of cost.	Section J, Mod 191 29 CFR 1910.146 CRD O 420.1B— Appendices “A” & “B” of the HFD Standard Operating Guideline	31.201-3 31.201-4		

Areas of Cost -Description	Allowable Y/N		Reference			
			MSC	FAR	CAS	DEAR
Use of Government or Contractor Leased Vehicles for Transportation Offsite (Personal Use)	Y	<p>A government or contractor leased vehicle will be provided for transportation offsite to impacted employees only for Emergency/Safety Related situations.</p> <p>Examples of transportation offsite for Emergency/ Safety related issues include the following but are not limited to:</p> <ul style="list-style-type: none"> ○ Employee removed from site for investigative reasons ○ Employee transported offsite after accident or exposure ○ Employee transported offsite after vehicle accident requiring drug testing ○ Employee found not fit for duty ○ Employee removed for safety or security reasons 	<p>DOE Motor Vehicle Management Handbook Chapter 5; MSC-PRO- 57561</p> <p>Use of Government/Contractor Leased Vehicles for Transportation Offsite</p>	<p>FAR 31.205-46(d)</p> <p>FAR 31.205-6(m)(2)</p>		
	Y	<p>Employees held over on unplanned overtime due to emergent circumstances (must be VP directed) will use the taxi service described in MSC-PRO-57561; however, cost will be accumulated in an unallowable account and will be reconciled with DOE-RL on a quarterly basis to determine allowability. Upon that determination, cost may be moved on contract.</p>				
	Y	<p>Emergency vehicles such as Police and Fire vehicles are exempt from the prohibition of offsite transportation when performing their normal duties.</p> <p>For routine events (non-emergency/non-safety) such as unplanned holdover for overtime (due to non-emergent circumstances) where transportation of personnel offsite is necessary, MSA will utilize government/contractor leased vehicles to transport the employee to a government approved designated location. A taxi service (contracted by MSA) will transport the employee to the final destination. The cost of the taxi service will not be submitted as a reimbursable cost by MSA as an allowable contract cost.</p>				
	N					

CAS = Cost Accounting Standard.
DEAR = Department of Energy Acquisition Regulation.
DOE = U.S. Department of Energy.
FAR = *Federal Acquisition Regulation.*
FTR = Federal Travel Regulation.
MSC = Mission Support Contract.
POSP = Parent Organization Support Plan.
REA = Request for Equitable Adjustment