

2. AMENDMENT/MODIFICATION NO. 0539
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO. 16EM002317
 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 00601
 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) CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 MISSION SUPPORT ALLIANCE, LLC
 Attn: JENNIFER JAHNER
 POST OFFICE BOX 650
 RICHLAND WA 99352
 9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 X 10A. MODIFICATION OF CONTRACT/ORDER NO.
 DE-AC06-09RL14728
 10B. DATED (SEE ITEM 13)
 04/28/2009
 CODE 010605464 FACILITY CODE

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 Not Applicable

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF I.103 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 incorporates the CRD O 206.1 Department of Energy Privacy Program Proposal submitted via MSA letter MSA-1505434 dated January 6, 2016 as revised by MSA Letter-1601417A R1 Truthful Cost or Pricing Data Sweep dated April 4, 2016. The negotiated estimated costs are \$594,795.00 and Award Fee is \$41,635.00 for a total contract value of \$636,430.00. Total contract value is increased by \$636,430.00 from \$3,628,420,002.33 to \$3,629,056,432.33. Clause B.4 Tables are revised as documented in Attachment 1, Changes.

Clause B.4 tables were revised in Modification 532 to incorporate a contract value change associated with the Hanford Fall Protection Program, Phase 1. Subsequently, modifications issued after Modification 532 (Modifications 535-538) did not properly reflect the revised Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print)
 Jennifer Jahner, Contractor
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
 Timothy E. Corbett, Contracting Officer
 15B. CONTRACTOR/OFFEROR
 (Signature of person authorized to sign)
 15C. DATE SIGNED
 4/30/16
 16B. UNITED STATES OF AMERICA
 (Signature of Contracting Officer)
 16C. DATE SIGNED
 6/30/2016

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC06-09RL14728/0539

PAGE OF
2 39

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>B.4 tables in the conformed Section B document. This modification corrects the B.4 tables and revises the tables to reflect the above negotiated contract value increase.</p> <p>This modification revises Section J.2 Laws, Regulations, and Directives to add Contractor Requirements Document (CRD) 206.1 Department of Energy Privacy Program Proposal.</p> <p>Attachment 1 - Changes Page (Section B) Attachment 2 - Section B Conformed Attachment 3 - Section J Table of Contents Attachment 4 - Section J.2 Laws, Regulations, and Directives Conformed</p> <p>This modification does not add additional funds to the contract. Accordingly, work under the Contract, such as described herein, must be performed within the amount of funds which have been allotted to the contract in accordance with Clause I.82 FAR 52.232.22 - Limitation of Funds (Apr 1984).</p> <p>By signature on this modification, the Contractor agrees to the following Contractor's Statement of Release:</p> <p>In consideration of this Modification 539 agreed to herein as complete equitable adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to this modification.</p> <p>There are no other changes to the terms and conditions of the contract.</p> <p>Payment: FOB: Destination Period of Performance: 05/26/2009 to 05/25/2017</p>				

The following revisions are included with this modification:

Table B.4-1, Contract Cost and Contract Fee						
Contract Period Year of Performance	Elements of Estimated Contract Cost and Contract Fee					
	Estimated Direct Funded Cost (a)	Estimated OHC UBS Cost (b)	Available Award Fee (c)	Estimated Contract Price (d)	Estimated OHC UBS Revenue (e)	Estimated Direct Funded Contract Price (f)
Transition Period*	\$6,203,827.00	\$0.00	\$0.00	\$6,203,827.00	\$0.00	\$6,203,827.00
*Transition Period Costs are included in FY2009 costs						
Base Period						
<i>Fiscal Year 2009</i>	\$28,409,658.00	\$5,107,928.00	\$1,964,317.00	\$35,481,903.00	(\$5,107,928.00)	\$30,373,975.00
<i>Fiscal Year 2010</i>	\$296,952,390.00	\$134,041,493.00	\$20,422,025.00	\$451,415,908.00	\$(134,041,493.00)	\$317,374,415.00
<i>Fiscal Year 2011</i>	\$277,738,679.00	\$168,232,316.00	\$26,164,766.00	\$472,135,761.00	\$(168,232,316.00)	\$303,903,445.00
<i>Fiscal Year 2012</i>	\$250,004,284.00	\$91,837,218.00	\$21,226,918.00	\$363,068,420.00	\$(91,837,218.00)	\$271,231,202.00
<i>Fiscal Year 2013</i>	\$316,332,388.00	\$80,809,350.00	\$21,030,647.00	\$418,172,385.00	\$(80,809,350.00)	\$337,363,035.00
<i>Fiscal Year 2014</i>	\$168,936,163.00	\$46,818,195.00	\$12,130,099.00	\$227,884,457.00	\$(46,818,195.00)	\$181,066,262.00
Total Base Period	\$1,338,373,562.00	\$526,846,500.00	\$102,938,772.00	\$1,968,158,834.00	\$(526,846,500.00)	\$1,441,312,334.00
Option Period(s)						
Option Period 1						
<i>Fiscal Year 2014</i>	\$86,824,257.00	\$26,955,930.00	\$6,856,390.00	\$120,636,577.00	(\$26,955,930.00)	\$93,680,647.00
<i>Fiscal Year 2015</i>	\$262,731,245.00	\$73,919,996.00	\$21,043,816.00	\$357,695,057.00	(\$73,919,996.00)	\$283,775,061.00
<i>Fiscal Year 2016</i>	\$223,732,183.00 \$223,421,805.00	\$76,534,857.00	\$21,027,870.00 \$21,017,439.00	\$321,294,910.00 \$320,974,101.00	(\$76,534,857.00)	\$244,760,053.00 \$244,439,244.00
<i>Fiscal Year 2017</i>	\$151,364,337.00 \$151,047,500.00	\$47,471,133.00	TBD by DOE	\$198,835,470.00 \$198,518,633.00	(\$47,471,133.00)	\$151,364,337.00 \$151,047,500.00
Total Option Period 1	\$724,652,022.00 \$724,024,807.00	\$224,881,916.00	TBD by DOE	\$998,462,014.00 \$997,824,368.00	(\$224,881,916.00)	\$773,580,098.00 \$772,942,452.00
Option Period 2						
<i>Fiscal Year 2017</i>	\$71,829,305.00 \$71,723,693.00	\$27,331,866.00	TBD by DOE	\$99,161,171.00 \$99,055,559.00	(\$27,331,866.00)	\$71,829,305.00 \$71,723,693.00
<i>Fiscal Year 2018</i>	\$228,715,451.00 \$228,704,448.00	\$74,113,929.00	TBD by DOE	\$302,829,380.00 \$302,818,377.00	(\$74,113,929.00)	\$228,715,451.00 \$228,704,448.00
<i>Fiscal Year 2019</i>	\$147,600,615.00 \$147,589,433.00	\$49,795,096.00	TBD by DOE	\$197,395,711.00 \$197,384,529.00	(\$49,795,096.00)	\$147,600,615.00 \$147,589,433.00
Total Option Period 2	\$448,145,371.00 \$448,017,574.00	\$151,240,891.00	TBD by DOE	\$599,386,262.00 \$599,258,465.00	(\$151,240,891.00)	\$448,145,371.00 \$448,017,574.00
Total Option Period(s)	\$1,172,797,393.00 \$1,172,042,381.00	\$376,122,807.00	\$106,644,932.00 \$106,603,297.00	\$1,655,565,132.00 \$1,654,768,485.00	(\$376,122,807.00)	\$1,279,442,325.00 \$1,278,645,678.00
Total Contract	\$2,511,170,955.00 \$2,510,415,943.00	\$902,969,307.00	\$209,583,704.00 \$209,542,069.00	\$3,623,723,966.00 \$3,622,927,319.00	(\$902,969,307.00)	\$2,720,754,659.00 \$2,719,958,012.00

Table B.4-3, Available Award Fee Distribution (excluding Table B.4-2.a and Table B.4-2.b above)					
Contract Period					
	Available Fee as originally Awarded	Fee associated with contract changes	Total Available Fee	Available Fee Earned & Paid	Fee Forfeited
Base Period					
<i>Fiscal Year 2009</i>	\$1,948,268.00	\$16,049.00	\$1,964,317.00		
<i>Fiscal Year 2010</i>	\$20,261,987.00	\$160,038.00	\$20,422,025.00	\$19,332,431.00	\$3,053,911.00
<i>Fiscal Year 2011</i>	\$25,327,484.00	\$837,282.00	\$26,164,766.00	\$23,956,349.00	\$2,208,417.00
<i>Fiscal Year 2012</i>	\$21,275,349.00	(\$48,431.00)	\$21,226,918.00	\$19,099,251.00	\$2,127,667.00
<i>Fiscal Year 2013</i>	\$20,261,987.00	\$768,660.00	\$21,030,647.00	\$19,352,402.00	\$1,678,245.00
<i>Fiscal Year 2014</i>	\$12,234,861.00	\$(104,762.00)	\$12,130,099.00	\$10,553,429.00	\$1,576,670.00
Total Base Period	\$101,309,936.00	\$1,628,836.00	\$102,938,772.00	\$92,293,862.00	\$10,644,910.00
Option Period(s)					
Option Period 1					
<i>Fiscal Year 2014</i>	\$6,701,089.00	\$155,301.00	\$6,856,390.00	\$5,965,197.00	\$891,193.00
<i>Fiscal Year 2015</i>	\$20,630,771.00	\$413,045.00	\$21,043,816.00	\$18,776,345.00	\$2,267,471.00
<i>Fiscal Year 2016</i>	\$20,081,355.00	\$946,515.00 \$936,084.00	\$21,027,870.00 \$21,017,439.00	TBD	TBD
<i>Fiscal Year 2017</i>	TBD	\$555,155.00 \$535,193.00	TBD	TBD	TBD
Total Option Period 1	TBD	\$2,070,016.00 \$2,039,623.00	TBD	TBD	TBD
Option Period 2					
<i>Fiscal Year 2017</i>	TBD	\$246,347.00 \$236,657.00	TBD	TBD	TBD
<i>Fiscal Year 2018</i>	TBD	\$748,707.00 \$747,937.00	TBD	TBD	TBD
<i>Fiscal Year 2019</i>	TBD	\$486,172.00 \$485,390.00	TBD	TBD	TBD
Total Option Period 2	TBD	\$1,481,226.00 \$1,469,984.00	TBD	TBD	TBD
Total Option Period(s)	\$103,093,690.00	\$3,551,242.00 \$3,509,607.00	\$106,644,932.00 \$106,603,297.00	TBD	TBD
Total Base & Option Periods	\$204,403,625.00	\$5,180,078.00 \$5,138,443.00	\$209,583,704.00 \$209,542,069.00	\$117,035,404.00	\$13,803,574.00

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

Summary Contract Estimated Costs and Fee Table	
Total Estimated Direct Funded Contract Cost (a)	<u>\$2,516,183,460.03</u> \$2,515,428,448.03
Total Estimated OHC UBS Cost (b)	\$902,969,307.00
Total Estimated Contract Cost (c) = (a+b)	<u>\$3,419,152,767.03</u> \$3,418,397,755.03
Total Available Award Fee (d)	<u>\$209,583,704.00</u> \$209,542,069.00
Total Fixed Fee (e)	\$319,961.30
Total Contract Fee (f) = (d+e)	<u>\$209,903,665.30</u> \$209,862,030.30
Total Contract Price (g) = (c+f)	<u>\$3,629,056,432.33</u> \$3,628,259,785.33
Total Estimated OHC UBS Revenue (h)	(\$902,969,307.00)
Total Direct Funded Contract Price (i) = (g-h)	<u>\$2,726,087,125.33</u> \$2,725,290,478.33

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

TABLE OF CONTENTS

B.1	TYPE OF CONTRACT	1
B.2	ITEM(S) BEING ACQUIRED	1
B.3	OBLIGATION AND AVAILABILITY OF FUNDS	1
B.4	CONTRACT COST AND CONTRACT FEE	1
B.5	CHANGES TO CONTRACT COST AND CONTRACT FEE	7
B.6	BASIS FOR TOTAL AVAILABLE FEE	8
B.7	FEE STRUCTURE	9
B.8	FEE DETERMINATION AND PAYMENT	10
B.9	FEE REDUCTIONS	11
B.10	SMALL BUSINESS SUBCONTRACTING FEE REDUCTION.....	12
B.11	ALLOWABILITY OF SUBCONTRACTOR FEE	13
B.12	DEAR 970.5215-3, CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES – FACILITY MANAGEMENT CONTRACTS (ALTERNATE II) (JAN 2004) [DEVIATION]	13
B.13	CONDITIONAL PAYMENT OF FEE (CPOF) DOE RICHLAND OPERATIONS OFFICE SITE- SPECIFIC PERFORMANCE CRITERIA/REQUIREMENTS	21

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT

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

B.2 ITEM(S) BEING ACQUIRED

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

B.3 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Obligation of Funds - Direct Funding. Pursuant to the Section I Clause entitled, *FAR 52.232-22, Limitation of Funds*, total funds in the amount of \$2,094,498,507.38 have been allotted for obligation and are available for payment of services provided from the effective date of this Contract through May 25, 2017.
- (b) Availability of Funds. Except as may be specifically provided in the Section I Clause entitled, *DEAR 952.250-70, Nuclear Hazards Indemnity Agreement*, the duties and obligations of DOE hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.
- (c) Other Hanford Contractors (OHCs) User Based Services (UBS). As discussed in Clause H-44, Hanford site services interface requirements matrix, UBS is received from OHCs for services provided by the Contractor. OHCs provide reimbursement of these services at full cost recovery (exclusive of fee). OHC UBS is not included in the funding amounts specified in (a) above. OHC payment for UBS services shall be recognized by the Contractor as Revenue.

B.4 CONTRACT COST AND CONTRACT FEE

This Section establishes the estimated Total Contract Cost and Contract Fee.

Table B.4-1, Contract Cost and Contract Fee, identifies the *Estimated Direct Funded Contract Cost, Estimated OHC UBS Cost, Available Award Fee, Contract Price, Estimated OHC UBS Revenue, and Direct Funded Contract Price*. This table does not reflect costs associated with Portfolio Management Task Orders or Work for Others, as defined in Statement of Work Sections

C.2.5.3 and C.3.8 (respectively), which are reflected in Tables B.4-2.a and B.4-2.b, below.

Definitions for Table B.4-1 are:

- (a) *Estimated Direct Funded Contract Cost* is defined as all costs (including Contractor self-purchased UBS costs) initially proposed by the Contractor for base statement of work (excluding costs identified in Tables B.4-2.a and B.4-2.b) and approved contract modifications.
- (b) *Estimated OHC UBS Cost* is defined as the cost of UBS services required by the OHCs in accordance with Section J-3 *Hanford Site Services and Interface Requirements Matrix* and performed by the Contractor as specified in B.3(c).
- (c) *Available Award Fee* is defined as the maximum amount of award fee that may be earned under the Contract. Total Available Award Fee is applicable to direct funded and OHC UBS work scope as addressed in the Section J Attachment J-4 entitled *Performance Evaluation and Measurement Plan*. Available award fee for each fiscal year is allocated in accordance with B.7 Fee Structure.
- (d) *Contract Price* is defined as the sum of *Estimated Direct Funded Contract Cost*, *Estimated OHC UBS Cost*, and *Available Award Fee (allocated each fiscal year)*
- (e) *Estimated OHC UBS Revenue* is defined as the estimated funds to be received from OHCs for UBS.
- (f) *Direct Funded Contract Price* is defined as the *Contract Price* less the *Estimated OHC UBS Revenue* as specified in B.3(a) Obligation of Funds.

Table B.4-1, Contract Cost and Contract Fee						
Contract Period Year of Performance	Elements of Estimated Contract Cost and Contract Fee					
	Estimated Direct Funded Cost (a)	Estimated OHC UBS Cost (b)	Available Award Fee (c)	Estimated Contract Price (d)	Estimated OHC UBS Revenue (e)	Estimated Direct Funded Contract Price (f)
Transition Period*	\$6,203,827.00	\$0.00	\$0.00	\$6,203,827.00	\$0.00	\$6,203,827.00
*Transition Period Costs are included in FY2009 costs						
Base Period						
<i>Fiscal Year 2009</i>	\$28,409,658.00	\$5,107,928.00	\$1,964,317.00	\$35,481,903.00	(\$5,107,928.00)	\$30,373,975.00
<i>Fiscal Year 2010</i>	\$296,952,390.00	\$134,041,493.00	\$20,422,025.00	\$451,415,908.00	\$(134,041,493.00)	\$317,374,415.00
<i>Fiscal Year 2011</i>	\$277,738,679.00	\$168,232,316.00	\$26,164,766.00	\$472,135,761.00	\$(168,232,316.00)	\$303,903,445.00
<i>Fiscal Year 2012</i>	\$250,004,284.00	\$91,837,218.00	\$21,226,918.00	\$363,068,420.00	\$(91,837,218.00)	\$271,231,202.00
<i>Fiscal Year 2013</i>	\$316,332,388.00	\$80,809,350.00	\$21,030,647.00	\$418,172,385.00	\$(80,809,350.00)	\$337,363,035.00

<i>Fiscal Year 2014</i>	\$168,936,163.00	\$46,818,195.00	\$12,130,099.00	\$227,884,457.00	(\$46,818,195.00)	\$181,066,262.00
Total Base Period	\$1,338,373,562.00	\$526,846,500.00	\$102,938,772.00	\$1,968,158,834.00	\$(526,846,500.00)	\$1,441,312,334.00
Option Period(s)						
Option Period 1						
<i>Fiscal Year 2014</i>	\$86,824,257.00	\$26,955,930.00	\$6,856,390.00	\$120,636,577.00	(\$26,955,930.00)	\$93,680,647.00
<i>Fiscal Year 2015</i>	\$262,731,245.00	\$73,919,996.00	\$21,043,816.00	\$357,695,057.00	(\$73,919,996.00)	\$283,775,061.00
<i>Fiscal Year 2016</i>	\$223,732,183.00	\$76,534,857.00	\$21,027,870.00	\$321,294,910.00	(\$76,534,857.00)	\$244,760,053.00
<i>Fiscal Year 2017</i>	\$151,364,337.00	\$47,471,133.00	TBD by DOE	\$198,835,470.00	(\$47,471,133.00)	\$151,364,337.00
Total Option Period 1	\$724,652,022.00	\$224,881,916.00	TBD by DOE	\$998,462,014.00	\$(224,881,916.00)	\$773,580,098.00
Option Period 2						
<i>Fiscal Year 2017</i>	\$71,829,305.00	\$27,331,866.00	TBD by DOE	\$99,161,171.00	(\$27,331,866.00)	\$71,829,305.00
<i>Fiscal Year 2018</i>	\$228,715,451.00	\$74,113,929.00	TBD by DOE	\$302,829,380.00	(\$74,113,929.00)	\$228,715,451.00
<i>Fiscal Year 2019</i>	\$147,600,615.00	\$49,795,096.00	TBD by DOE	\$197,395,711.00	(\$49,795,096.00)	\$147,600,615.00
Total Option Period 2	\$448,145,371.00	\$151,240,891.00	TBD by DOE	\$599,386,262.00	\$(151,240,891.00)	\$448,145,371.00
Total Option Period(s)						
Total Option Period(s)	\$1,172,797,393.00	\$376,122,807.00	\$106,644,932.00	\$1,655,565,132.00	\$(376,122,807.00)	\$1,279,442,325.00
Total Contract						
Total Contract	\$2,511,170,955.00	\$902,969,307.00	\$209,583,704.00	\$3,623,723,966.00	\$(902,969,307.00)	\$2,720,754,659.00

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

Definitions for Table B.4-2.a are:

- (a) *Estimated PMTO Direct Funded Contract Cost* is defined as sum of the negotiated costs for PMTO work.
- (b) *PMTO Fixed Fee* is defined as the sum of the negotiated fixed fee amounts for all PMTO work.
- (c) *PMTO Price* is defined as the sum of *Estimated PMTO Direct Funded Contract Cost* and *PMTO Fixed Fee*, as specified in B.3(a) Obligation of Funds.

Table B.4-2.a, Task Order Cost and Contract Fee for Portfolio Management Task Orders (PMTO)			
Contract Period	Elements of Estimated Contract Cost and Contract Fee		
	Estimated Contract Cost (a)	Estimated Fixed Fee (b)	Contract Price (c)
Base Period			
<i>Fiscal Year 2009</i>	\$39,763.00	\$ -	\$39,763.00
<i>Fiscal Year 2010</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2011</i>	\$375,846.68	\$24,911.00	\$400,757.68
<i>Fiscal Year 2012</i>	\$260,729.31	\$933.00	\$261,662.31
<i>Fiscal Year 2013</i>	\$447,993.05	\$2,926.00	\$450,919.05
<i>Fiscal Year 2014</i>	\$159,524.08	\$9,635.90	\$169,159.98
Total Base Period	\$1,283,856.12	\$38,405.90	\$1,322,262.02
Option Period 1			
<i>Fiscal Year 2014</i>	\$110,041.92	\$6,575.40	\$116,617.32
<i>Fiscal Year 2015</i>	\$451,156.86	\$26,794.00	\$477,950.86
<i>Fiscal Year 2016</i>	\$138,223.13	\$17,699.00	\$155,922.13
<i>Fiscal Year 2017</i>	\$ -	\$ -	\$ -
Total Option Period 1	\$699,421.91	\$51,068.40	\$750,490.31
Option Period 2			
<i>Fiscal Year 2017</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2018</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2019</i>	\$ -	\$ -	\$ -
Total Option Period 2	\$ -	\$ -	\$ -
Total Option Periods	\$699,421.91	\$51,068.40	\$750,490.31
Total Contract	\$1,983,278.03	\$89,474.30	\$2,072,752.33

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

Definitions for Table B.4-2.b are:

- (a) *Estimated RFS and WFO Direct Funded Contract Cost* is defined as sum of the negotiated costs for RFS and WFO work.
- (b) *RFS and WFO Fixed Fee* is defined as the sum of the negotiated fixed fee amounts for all RFS and WFO work.

- (c) *RFS and WFO Price* is defined as the sum of *Estimated RFS and WFO Direct Funded Contract Cost* and *RFS and WFO Fixed Fee* as specified in B.3(a) Obligation of Funds.

Table B.4-2.b Request for Service and WFO			
Contract Period	Elements of Estimated Contract Cost and Contract Fee		
	Estimated Contract Cost	Estimated Fixed Fee	Contract Price
<i>Year of Contract Performance</i>			
Base Period			
<i>Fiscal Year 2009</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2010</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2011</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2012</i>	\$1,617,108.00	\$121,188.00	\$1,738,296.00
<i>Fiscal Year 2013</i>	\$715,505.00	\$52,308.00	\$767,813.00
<i>Fiscal Year 2014</i>	\$125,368.00	\$11,345.00	\$136,713.00
Total Base Period	\$2,457,981.00	\$184,841.00	\$2,642,822.00
Option Period 1			
<i>Fiscal Year 2014</i>	\$62,684.00	\$5,673.00	\$68,357.00
<i>Fiscal Year 2015</i>	\$217,339.00	\$17,695.00	\$235,034.00
<i>Fiscal Year 2016</i>	\$291,223.00	\$22,278.00	\$313,501.00
<i>Fiscal Year 2017</i>	\$0.00	\$0.00	\$0.00
Total Option Period 1	\$571,246.00	\$45,646.00	\$616,892.00
Option Period 2			
<i>Fiscal Year 2017</i>	\$0.00	\$0.00	\$0.00
<i>Fiscal Year 2018</i>	\$0.00	\$0.00	\$0.00
<i>Fiscal Year 2019</i>	\$0.00	\$0.00	\$0.00
Total Option Period 2	\$0.00	\$0.00	\$0.00
Total Option Periods	\$571,246.00	\$45,646.00	\$616,892.00
Total Contract	\$3,029,227.00	\$230,487.00	\$3,259,714.00

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

Table B.4-3, Available Award Fee Distribution (excluding Table B.4-2.a and Table B.4-2.b above)					
Contract Period					
	Available Fee as originally Awarded	Fee associated with contract changes	Total Available Fee	Available Fee Earned & Paid	Fee Forfeited
Base Period					
<i>Fiscal Year 2009</i>	\$1,948,268.00	\$16,049.00	\$1,964,317.00		
<i>Fiscal Year 2010</i>	\$20,261,987.00	\$160,038.00	\$20,422,025.00	\$19,332,431.00	\$3,053,911.00
<i>Fiscal Year 2011</i>	\$25,327,484.00	\$837,282.00	\$26,164,766.00	\$23,956,349.00	\$2,208,417.00
<i>Fiscal Year 2012</i>	\$21,275,349.00	(\$48,431.00)	\$21,226,918.00	\$19,099,251.00	\$2,127,667.00
<i>Fiscal Year 2013</i>	\$20,261,987.00	\$768,660.00	\$21,030,647.00	\$19,352,402.00	\$1,678,245.00
<i>Fiscal Year 2014</i>	\$12,234,861.00	\$(104,762.00)	\$12,130,099.00	\$10,553,429.00	\$1,576,670.00
Total Base Period	\$101,309,936.00	\$1,628,836.00	\$102,938,772.00	\$92,293,862.00	\$10,644,910.00
Option Period(s)					
Option Period 1					
<i>Fiscal Year 2014</i>	\$6,701,089.00	\$155,301.00	\$6,856,390.00	\$5,965,197.00	\$891,193.00
<i>Fiscal Year 2015</i>	\$20,630,771.00	\$413,045.00	\$21,043,816.00	\$18,776,345.00	\$2,267,471.00
<i>Fiscal Year 2016</i>	\$20,081,355.00	\$946,515.00	\$21,027,870.00	TBD	TBD
<i>Fiscal Year 2017</i>	TBD	\$555,155.00	TBD	TBD	TBD
Total Option Period 1	TBD	\$2,070,016.00	TBD	TBD	TBD
Option Period 2					
<i>Fiscal Year 2017</i>	TBD	\$246,347.00	TBD	TBD	TBD
<i>Fiscal Year 2018</i>	TBD	\$748,707.00	TBD	TBD	TBD
<i>Fiscal Year 2019</i>	TBD	\$486,172.00	TBD	TBD	TBD
Total Option Period 2	TBD	\$1,481,226.00	TBD	TBD	TBD
Total Option Period(s)	\$103,093,690.00	\$3,551,242.00	\$106,644,932.00	TBD	TBD
Total Base & Option Periods	\$204,403,625.00	\$5,180,078.00	\$209,583,704.00	\$117,035,404.00	\$13,803,574.00

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

The following Table, *Summary of Contract Estimated Costs and Fee Tables*, summarizes the Contract Cost and Fee from Tables B.4-1, B.4-2.a, and B.4-2.b.

Definitions for descriptions used in the following table are as follows:

Total Estimated Direct Funded Contract Cost is defined as the sum of *Estimated Direct Funded Contract Cost* (B.4-1), *Estimated PMTO Direct Funded Contract Cost* (B-4.2.a), and *Estimated RFS and WFO and Direct Funded Contract Cost* (B-4.2.b).

- (a) *Total Estimated OHC UBS Cost* is defined as *Estimated OHC UBS Cost* (B.4-1).
- (b) *Total Estimated Contract Cost* is defined as the sum of *Total Estimated Direct Funded Contract Cost* and *Total Estimated OHC UBS Cost*.
- (c) *Total Available Award Fee* is defined as *Available Award Fee* (B-4.1).
- (d) *Total Fixed Fee* is defined as the sum of *PMTO Fixed Fee* (B-4.2.a) and *RFS and WFO Fixed Fee* (B-4.2.b).
- (e) *Total Contract Fee* is defined as the sum of *Total Available Award Fee* and *Total Fixed Fee*.
- (f) *Total Contract Price* is defined as the sum of *Total Estimated Contract Cost* and *Total Contract Fee*.
- (g) *Total Estimated OHC UBS Revenue* is defined as *Estimated OHC UBS Revenue* (B.4-1).
- (h) *Total Direct Funded Contract Price* is defined as *Total Contract Price* less *Total Estimated OHC UBS Revenue* as specified in B.3(a) Obligation of Funds.

Summary Contract Estimated Costs and Fee Table	
Total Estimated Direct Funded Contract Cost (a)	\$2,516,183,460.03
Total Estimated OHC UBS Cost (b)	\$902,969,307.00
Total Estimated Contract Cost (c) = (a+b)	\$3,419,152,767.03
Total Available Award Fee (d)	\$209,583,704.00
Total Fixed Fee (e)	\$319,961.30
Total Contract Fee (f) = (d+e)	\$209,903,665.30
Total Contract Price (g) = (c+f)	\$3,629,056,432.33
Total Estimated OHC UBS Revenue (h)	(\$902,969,307.00)
Total Direct Funded Contract Price (i) = (g-h)	\$2,726,087,125.33

B.5 CHANGES TO CONTRACT COST AND CONTRACT FEE

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

funding guidance by fiscal year is within 10% of the amount shown in Table B.4-1.

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

(b) Performance Risk.

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

B.6 BASIS FOR TOTAL AVAILABLE FEE

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

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

B.7 FEE STRUCTURE

- (a) The Contracting Officer reserves the unilateral discretion to allocate between 15 percent (%) and 25% of the *Available Fee* for the *Base Period* and *Option Period(s)* (if exercised), to each fiscal year as described in this Clause; and as adjusted in the Section B Clause entitled, *Changes to Contract Cost and Contract Fee*. The Contractor will have the opportunity to earn 100% of the *Available Fee*, as adjusted, within a Contract period.
- (b) The *Available Fee* shown in Table B.4-1, Contract Cost and Contract Fee, can be earned through objective fee components and/or subjective fee components. The performance measures for these components and the *Available Fee* for the period allocated to the fiscal year are provided in the Section J Attachment entitled, *Performance Evaluation and Measurement Plan* (PEMP). The PEMP may contain annual and multi-year performance measures.
 - (1) *Available Fee* for the period allocated to annual performance measures may only be earned in that fiscal year. Allocated *Available Fee* for the fiscal year not earned in the fiscal year for an annual performance measure is unavailable and not payable to the Contractor. The Contractor forfeits any rights to unearned fee. The Contracting Officer reserves the unilateral discretion to determine how any unearned fee will be utilized.
 - (2) *Available Fee* for the period allocated to fiscal years for multi-year performance measures may be earned incrementally or upon final fee determination. Allocated *Available Fee* not earned for a multi-year performance measure is unavailable and not payable to the Contractor. The Contractor forfeits any rights to unearned fee. The Contracting Officer reserves the unilateral discretion to determine how any unearned fee will be utilized.
 - (3) *Provisional Fee* is defined as *Available Fee* that is paid contingently during an annual performance period. *Provisional Fee* may become earned fee upon the final fee determination.
 - (4) *Incremental Fee* is defined as *Available Fee* that the Contractor may earn by achieving a specific, fee-bearing, performance measure event.
 - (5) Individual performance measures may require the Contractor to exceed approved baseline performance to earn 100% of the fee allocated to that performance measure.
- (c) The Contracting Officer will prepare and issue performance measures prior to the start of each fiscal year. The Contracting Officer may provide draft performance measures for Contractor review and input; however, the Contracting Officer reserves the unilateral discretion to issue the performance measures without Contractor review.

B.8 FEE DETERMINATION AND PAYMENT

- (a) Fee earned under this Contract will be paid in accordance with the specific criteria defined in the PEMP and the Clauses in Section B. Monthly provisional payments of fee may be authorized by the Contracting Officer and will be made in accordance with paragraph (b) of this Clause.
- (b) For annual performance measures that do not have specific, incremental, fee-bearing performance measure events, the Contractor may request Contracting Officer approval to execute a monthly draw of *Provisional Fee* payments from the Special Financial Institution Account. The Contractor may request a monthly *Provisional Fee* payment of up to 7.5% of fee allocated to such performance measures, subject to a maximum payment of 80% of fee allocated to such performance measures, and also subject to withholding by DOE as described in paragraphs (e) and (f) of this Clause.
- (c) The Contractor shall request Contracting Officer acceptance of a specific, incremental, fee-bearing performance measure event. Following Contracting Officer acceptance of a specific, incremental, fee-bearing performance measure event, the Contractor may request Contracting Officer approval to execute a draw of *Incremental Fee* from the Special Financial Institution Account, subject to withholding by the Contracting Officer as described in paragraphs (e) and (f) of this Clause and the Section B Clause entitled, *Fee Reductions*.
- (d) At the end of each year of Contract performance, the Fee Determining Official will make a final *Fee Determination* using the PEMP described in the Section B Clause entitled, *Fee Structure*. In the event that fee overpayment results from the *Provisional Fee* payments provided for in this Clause, the Contractor shall reimburse the unearned fee overpayment within 30 days of notification, to the Contracting Officer payable with interest in accordance with the Section I Clause entitled, *FAR 52.232-17, Interest*.
- (e) Withholding of *Incremental* and *Provisional Fee* Payments for adverse Contract Performance.
 - (1) Withholding of *Incremental* and *Provisional Fee* Payments. If the Contractor demonstrates adverse performance, the Contracting Officer reserves the unilateral discretion to withhold *Incremental* and *Provisional Fee* Payments. Withheld Fee Payments are not subject to interest for the amount(s) of the withheld fee payment(s) under 5 CFR 1315, *Prompt Payment*.
 - (2) Release of Withheld *Incremental* and *Provisional Fee* Payments. The Contracting Officer may release withheld *Incremental* and *Provisional Fee* Payments and resume making *Incremental* and *Provisional Fee* Payments when the Contractor demonstrates sustained recovery in performance.
- (f) Withholding of *Incremental* and *Provisional Fee* Payments for bankruptcy or other issues with guarantor company(ies).⁴
 - (1) Withholding of *Incremental* and *Provisional Fee*. In order to assure the Contractor's ability to repay any *Incremental* and *Provisional Fee* Payments that are determined to be

in excess of the total fee earned, the Contracting Officer reserves the unilateral discretion to discontinue *Incremental* and *Provisional Fee* payments, in the event that a guarantor company files bankruptcy, is acquired by other owners, or impacted by other events that arise with the Contractor's guarantor company(ies) that can jeopardize DOE's ability to recover excess *Incremental Payment* and *Provisional Fee* Payments. Withheld Fee Payments are not subject to interest for the amount(s) of the withheld fee payment(s) under 5 CFR 1315, *Prompt Payment*.

- (2) Release of Withheld *Incremental* and *Provisional Fee* Payments. Following receipt of evidence that bankruptcy or other issues do not affect the ability of the Contractor to continue to perform the obligations under the Contract, the Contracting Officer may release all *Incremental* and *Provisional Fee* Payments and resume making *Incremental* and *Provisional Fee* Payments.

B.9 FEE REDUCTIONS

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

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

- (9) Section I Clause entitled, *FAR 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity*;
- (10) Section I Clause entitled, *FAR 52.215-11, Price Reduction for Defective Cost or Pricing Data – Modifications*;

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

B.10 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION

- (a) For the purpose of implementing this Clause, the percentage goals established in the Section J Attachment entitled, *Small Business Subcontracting Plan*, will remain in effect for the duration of the Contract, except as modified in accordance with the Section B Clause entitled, *Changes to Contract Cost and Contract Fee*. The Contractor shall submit annual updates to the narrative elements of the *Small Business Subcontracting Plan* by December 31 of each year.
- (b) The Contractor's performance in meeting small business performance percentage goals in accordance with the Section H Clause entitled, *Self-Performed Work*, providing meaningful involvement for small businesses, and entering into the required Mentor-Protégé Agreement(s) will be evaluated after the:
 - (1) Three year period concluding at the end of the 3rd year of Contract performance;
 - (2) Two year period concluding at the end of the 5th year of Contract performance; and, if the *Option Period(s)* is exercised;
 - (3) If *Option Period 1* is exercised -- two year period concluding at the end of the 7th year of Contract performance; and
 - (4) At the end of the Contract period of performance.
- (c) The Contracting Officer will consider the Contractor's performance in meeting small business percentage goals and entering into the required Mentor-Protégé Agreement(s) when making a decision on the *Option Period(s)* authorization.
- (d) If the Contractor has not met any or all of the subcontracting goals, has failed to provide meaningful involvement for small business, and/or has failed to enter into the required Mentor-Protégé Agreement(s) during the above specified periods, the Contracting Officer may reduce the earned fee by an amount up to 10% of total earned fee in each period of the four (4) multi-year periods described above.

- (e) At Contract completion, the total amount of fee reduction for failure to meet its subcontracting goals shall be offset by any amount of liquidated damages assessed in accordance with the Section I Clause entitled, *FAR 52.219-16, Liquidated Damages – Subcontracting Plan*. The fee reduction amount will be a unilateral determination by the Contracting Officer and a permanent reduction in the earned fee under this Contract.
- (f) Any reduction for failure to meet the requirements of the Section H Clause entitled, *Mentor-Protégé Program* shall be in addition to any liquidated damages assessed in accordance with the Section I Clause entitled, *FAR 52.219-16, Liquidated Damages – Subcontracting Plan*. The fee reduction amount will be a unilateral determination by the Contracting Officer and a permanent reduction in the earned fee under this Contract.

B.11 ALLOWABILITY OF SUBCONTRACTOR FEE

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

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

- (a) General.
 - (1) The payment of earned fee, fixed fee, profit, or share of cost savings under this Contract is dependent upon:
 - (i) The Contractor's or Contractor employees' compliance with the terms and conditions of this Contract relating to environment, safety, health and quality (ESH&Q), which includes worker safety and health, including performance under an approved Integrated Safety Management System (ISMS); and
 - (ii) The Contractor's or contractor employees' compliance with the terms and conditions of this Contract relating to the safeguarding of Restricted Data and other classified information.

- (2) The ESH&Q performance requirements of this Contract are set forth in its ESH&Q terms and conditions, including the DOE-approved Contractor ISMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ESH&Q compliance.
 - (3) The performance requirements of this Contract relating to the safeguarding of Restricted Data and other classified information are set forth in the Section I Clause entitled, *FAR 52.239-1, Privacy or Security Safeguards (AUG 1996)*, and *DEAR 970.5204-2, Laws, Regulations, and DOE Directives*, as well as in other terms and conditions.
 - (4) If the Contractor does not meet the performance requirements of this Contract relating to ESH&Q or to the safeguarding of Restricted Data and other classified information during any performance evaluation period established under the Contract, otherwise earned fee, fixed fee, profit or share of cost savings may be unilaterally reduced by DOE.
- (b) Reduction Amount.
- (1) The amount of earned fee, fixed fee, profit, or share of cost savings that may be unilaterally reduced will be determined by the severity of the performance failure pursuant to the degrees specified in paragraphs (c) and (d) of this Clause.
 - (2) If a reduction of earned fee, fixed fee, profit, or share of cost savings is warranted, unless mitigating factors apply, such reduction shall not be less than 26% nor greater than 100% of the amount of earned fee, fixed fee, profit, or the Contractor's share of cost savings for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure.
 - (3) In determining the amount of the reduction and the applicability of mitigating factors, DOE will consider the Contractor's overall performance in meeting the ESH&Q or security requirements of the Contract. Such consideration will include performance against any site specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, DOE will consider mitigating factors that may warrant a reduction below the applicable range (see *48 CFR 970.1504-1-2*). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii) and (viii) apply to ESH&Q only).
 - (i) Degree of control the Contractor had over the event or incident.
 - (ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.
 - (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.

- (iv) General status (trend and absolute performance) of: ESH&Q and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.
 - (v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial ESH&Q standards are routinely practiced (e.g., Voluntary Protection Program, ISO [International Organization for Standardization] 14000, *Environmental Management System Standards*).
 - (vi) Event caused by "Good Samaritan" act by the Contractor (e.g., off-site emergency response).
 - (vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ESH&Q performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ESH&Q programs).
 - (viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ESH&Q by use of lessons-learned and best practices inter- and intra-DOE sites.
- (4)
- (i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a Contractor during an evaluation period may be reduced in accordance with this Clause if it is determined that a performance failure warranting a reduction under this Clause occurs within the evaluation period.
 - (ii) The amount of reduction under this Clause, in combination with any reduction made under any other clause in the Contract, shall not exceed the amount of fee, fixed fee, profit, or the Contractor's share of cost savings that is otherwise earned during the evaluation period.
 - (iii) For the purposes of this clause, earned fee, fixed fee, profit, or share of cost savings for the evaluation period shall mean the amount determined by DOE or fee determination official as otherwise payable based on the Contractor's performance during the evaluation period. Where the Contract provides for financial incentives that extend beyond a single evaluation period, this amount shall also include: any provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent evaluation period. The allocable amount shall be the total amount of the earned incentive divided by the number of evaluation periods over which it was earned.

- (iv) The Government will effect the reduction as soon as practicable after the end of the evaluation period in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction requiring an allocation the Government will effect the reduction at the end of the evaluation period in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the Contractor has received for fee, fixed fee, profit, or share of cost savings to exceed the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned (provisionally or otherwise), the Contractor shall immediately return the excess to the Government. (What the Contractor "has earned" reflects any reduction made under this or any other Clause of the Contract.)
- (v) At the end of the Contract:
 - (A) The Government will pay the Contractor the amount by which the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned exceeds the sum of the payments the Contractor has received; or
 - (B) The Contractor shall return to the Government the amount by which the sum of the payments the Contractor has received exceeds the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned. (What the Contractor "has earned" reflects any reduction made under this or any other Clause of the Contract.)
- (c) Environment, Safety, Health and Quality (ESH&Q). Performance failures occur if the Contractor does not comply with the Contract ESH&Q terms and conditions, including the DOE-approved Contractor ISMS. The degrees of performance failure under which reductions of earned or fixed fee, profit, or share of cost savings will be determined are:
 - (1) First Degree: Performance failures that are most adverse to ESH&Q. Failure to develop and obtain required DOE approval of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the Contractor's ISMS. The following performance failures or performance failures of similar import will be considered first degree.
 - (i) Type A accident (defined in DOE Order 225.1A, *Accident Investigations*); and
 - (ii) Two (2) Second Degree performance failures during an evaluation period.
 - (2) Second Degree: Performance failures that are significantly adverse to ESH&Q. They include failures to comply with an approved ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. They also include breakdowns of the

Safety Management System. The following performance failures or performance failures of similar import will be considered second degree:

- (i) Type B accident (defined in DOE Order 225.1A).
 - (ii) Non-compliance with an approved ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.
 - (iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the Contract.
- (3) Third Degree: Performance failures that reflect a lack of focus on improving ESH&Q. They include failures to comply with an approved ISMS that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:
- (i) Failure to implement effective corrective actions to address deficiencies/non-compliances documented through: external (e.g., Federal) oversight and/or reported per DOE Manual 232.1-2 (Supp Rev 8), *Occurrence Reporting and Processing of Operations Information* requirements; or internal oversight of 10 CFR 830, 10 CFR 835, 10 CFR 850, and 10 CFR 851 requirements.
 - (ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.
 - (iii) Non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown.
 - (iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.
- (d) Safeguarding Restricted Data and Other Classified Information. Performance failures occur if the Contractor does not comply with the terms and conditions of this Contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failure under which reductions of fee, profit, or share of cost savings will be determined are as follows:
- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national

security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:

- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, or any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
- (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized

disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (d)(1)(iii) of this Clause).

- (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.
- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of Contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.
 - (ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.
 - (iv) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable.
 - (iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.
- (e) Minimum requirements for specified level of performance.
- (1) At a minimum the Contractor must perform the following:

- (i) The requirements with specific incentives which do not require the achievement of cost efficiencies in order to be performed at the level of performance set forth in Section C, *Statement of Work*, work authorization directive(s), or similar document unless an otherwise minimum level of performance has been established in the specific incentive;
 - (ii) All of the performance requirements directly related to requirements specifically incentivized which do not require the achievement of cost efficiencies in order to be performed at a level of performance such that the overall performance of these related requirements is at an acceptable level; and
 - (iii) All other requirements at a level of performance such that the total performance of the Contract is not jeopardized.
- (2) The evaluation of the Contractor's achievement of the level of performance shall be unilaterally determined by the Government. To the extent that the Contractor fails to achieve the minimum performance levels specified in Section C, *Statement of Work*, work authorization directive(s), or similar document, during the performance evaluation period, the DOE Operations/Field Office Manager, or designee, may reduce any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.
- (f) Minimum requirements for cost performance.
- (1) Requirements incentivized by other than cost incentives must be performed within their specified cost constraint and must not adversely impact the costs of performing unrelated activities.
 - (2) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.
 - (3) The Contractor's performance within the stipulated cost performance levels for the performance evaluation period shall be determined by the Government. To the extent the Contractor fails to achieve the stipulated cost performance levels, the DOE Operations/Field Office Manager, or designee, may reduce in whole or in part any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

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

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

(a) Environment, Safety, Health, and Quality

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

(b) Safeguards and Security

- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national

security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:

- (i) Theft, loss or diversion of category I or II special nuclear material (SNM); adversarial attacks or acts of sabotage that result in significant consequences the safety or security of personnel, facilities, or the public due to a failure or inadequacy of performance by the Contractor.
- (ii) Receipt of an overall rating of Unsatisfactory on any DOE Safeguards and Security survey, audit, and/or inspection.
- (iii) Failure to implement corrective action(s) in response to any first degree performance failure.

(2) Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

- (i) Theft, loss or diversion of Category III SNM that is due to a failure or inadequacy of performance by the Contractor.
- (ii) Inventory differences of Category I/II/III SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
- (iii) Any amount of SNM found in a dangerous/hazardous or unapproved storage environment, or unapproved mode of transportation/transfer.
- (iv) Failure to implement corrective action(s) in response occurrence of any second degree performance failure.

(3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security, and/or jeopardizes protection of the facility or Site security interests. The following are examples of performance failures or performance failures of similar import that will be considered third degree:

- (i) Loss, theft, diversion, or unauthorized disclosure of information classified as Confidential.
- (ii) Negligent weapons and firearms-related incidents involving protective force operations/personnel (e.g., unauthorized weapons discharge, personal wounding).

- (iii) Evidence that SNM data has been manipulated or falsified.
- (iv) Inventory differences of Category IV SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
- (v) Loss, theft, or diversion of Category IV quantities of SNM that is due to a failure or inadequacy of performance by the contractor.
- (vi) Five (5) or more incidents that involve a potential compromise of classified information and/or unsecured classified repository, in any three (3) month period, of any type.
- (vii) Receipt of any topical area rating of Unsatisfactory on any DOE Safeguards and Security survey, audit, and/or inspection.
- (viii) Failure to implement corrective action(s) in response to any third degree performance failure.
- (ix) Non-compliant or adverse cyber security performance that indicates serious cyber security program degradation (e.g., negative mission impacts or compromise of sensitive information [Sensitive Unclassified Information, Personally Identifiable Information, Unclassified Controlled Nuclear Information], etc.).

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J -- LIST OF ATTACHMENTS
TABLE OF CONTENTS

Attachment Number	Title of Attachment	Revision Number	Pages
J-1.	ABBREVIATIONS AND ACRONYM LIST	000	4
J-2.	REQUIREMENT SOURCES AND IMPLEMENTING DOCUMENTS	539	9
J-3.	HANFORD SITE SERVICES AND INTERFACE REQUIREMENTS MATRIX	464	108
J-4.	PERFORMANCE EVALUATION AND MEASUREMENT PLAN		
a	FY 2010 PERFORMANCE EVALUATION & MEASUREMENT PLAN	052	19
b	FY 2011 PERFORMANCE EVALUATION & MEASUREMENT PLAN	145	10
c	FY 2012 PERFORMANCE EVALUATION & MEASUREMENT PLAN	215	13
d	FY 2013 PERFORMANCE EVALUATION & MEASUREMENT PLAN	298	10
e	FY 2014 PERFORMANCE EVALUATION & MEASUREMENT PLAN	394	20
f	FY 2015 PERFORMANCE EVALUATION & MEASUREMENT PLAN	466	11
g	FY 2016 PERFORMANCE EVALUATION & MEASUREMENT PLAN	482	9
J-5.	PERFORMANCE GUARANTEE AGREEMENT	479	7
J-6.	SMALL BUSINESS SUBCONTRACTING PLAN	479	11
J-7.	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM TARGETS	000	2
J-8.	ADVANCE UNDERSTANDING OF COSTS	479	8
J-9.	SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT	108	8
J-10.	WAGE DETERMINATIONS – SERVICE CONTRACT ACT, DAVIS-BACON ACT, AND COLLECTIVE BARGAINING AGREEMENTS	502	34
J-11.	CONTRACT DELIVERABLES	464	22
J-12.	GOVERNMENT FURNISHED SERVICES AND INFORMATION	134	4
J-13.	HANFORD SITE STRUCTURES LIST	489	25
J-14.	HANFORD WASTE SITE ASSIGNMENT LIST	489	59

J-15.	Be SAMPLING PROTOCOL FOR BUILDINGS	059	5
J-16.	PORTFOLIO MANAGEMENT TASK ORDERS		
	Task 09-001 Hammer Budget Analysis	006	1
	Task 11-001 200W Pump & Treat Independent Review	077	1
	Task 11-002 Assessment of the 618-10 Burial Ground Characterization	080	2
	Task 11-003 Consulting Support to HQ EM-2.1	148	5
	Task 11-004 PIC Support for Project Controls System Description	144	3
	Task 12-001 Project Management and Project Controls Support for the River Corridor Closure Project	157 220	2
	Task 12-002 PMB review support to the Plutonium Finishing Plant Project	159	1
	Task 13-001 Project Management and Project Controls Support for the River Corridor Closure Project	223	2
	Task 13-002 DOE-HQ Security Systems Review and Assessment	280	2
	Task 13-003_R1 DOE-RL AMB HGET Training Approval Process SIA	310 347	2
	Task 13-004 DOE-RL Groundwater Sampling Structured Improvement Activity	306	2
	Task 14-001 - Project Management / Project Controls Support	323	2
	Task 14-002 – Cultural Resources Support	353	2
	Task 14-003 – AMSE Business Rhythms & Reporting Workshop	358	2
	Task 14-004 - DOE-HQ Human Resources Staffing Process Structured Improvement Activity	398	2
	Task 14-004, Rev 2 – DOE HQ Human Resources Staffing Process Structured Improvement Activity	456	3
	Task 14-005 River Corridor Contract Change Process Structured Improvement Activity	410	2
	Task 15-001 River corridor Division PBS 41 Project Management/Project Controls Support	410	2
	Task 15-002 Office of River Protection Project Dashboard Solutions	432	3
	Task 15-002 Rev 1 Office of River Protection Project Dashboard Solutions Phase 2a	457	2
	Task 15-002 Rev 2 Office of River Protection Project Dashboard Solutions Phase 3	471 478	2
	Task 15-004 Nuclear Safety Division Safety Basis Review and Approval Process Structured Improvement Activity	459	2
	Task 16-001 River Corridor Division PBS 41 Project Management/Project Controls support	483	2
	Task 16-002 Hanford Property Management Structured Improvement Activity	523	2

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
DOE O 206.1	Department of Energy Privacy Program
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

Document Number	Title
CRD O 420.1C, (Supp Rev 0)	Facility Safety (Implementation changes outlined in MSA-1304988A R3)
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

Document Number	Title
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
HNF-57399, Rev 0	Long Term Stewardship Transition and Turnover Package for 100-B/C Area
HNF-57400, Rev 0	Long Term Stewardship Transition and Turnover Package for 100-D/H Area