

2. AMENDMENT/MODIFICATION NO. 0085	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
---------------------------------------	------------------------------------	----------------------------------	--------------------------------

6. ISSUED BY Richlands Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN H5-20 Richland WA 99352	7. ADMINISTERED BY (If other than Item 6) Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN H5-20 Richland WA 99352
---	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORPORATION Attn: Shanna Reynolds 4304 W. 24TH AVE. SUITE 100 KENNEWICK WA 99338	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0002043 10B. DATED (SEE ITEM 13) 06/08/2012
---	--

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
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: Clauses I.107 DEAR 970.5204-2, I.124 FAR 52.243-1, I.135 FAR 52.243-2, FAR 1.108(d), FAR 43.103(a)
	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.)
DUNS Number: 012911892
Occupational Medical Services for the United States Department of Energy Hanford Site.
This Contract is subject to Contract Clauses I.70 FAR 52.232-18, "Availability of Funds" and I.132 FAR 52.232-22, "Limitation of Funds."

This modification revises Sections C and Section I within scope of the Contract. The revised sections are included with this modification.

Total obligations remain \$105,725,536.75, which the Contractor exceeds at its own risk, and the total amount remains \$108,207,403.50.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marcy J. Aplet-Zelen
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA Signature on File <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 02/08/2019

2. AMENDMENT/MODIFICATION NO. 0085	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
---------------------------------------	------------------------------------	----------------------------------	--------------------------------

6. ISSUED BY Richlands Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN H5-20 Richland WA 99352	7. ADMINISTERED BY (If other than Item 6) Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN H5-20 Richland WA 99352
---	---

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORPORATION Attn: Shanna Reynolds 4304 W. 24TH AVE. SUITE 100 KENNEWICK WA 99338	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0002043 10B. DATED (SEE ITEM 13) 06/08/2012
---	---

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
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: Clauses I.107 DEAR 970.5204-2, I.124 FAR 52.243-1, I.135 FAR 52.243-2, FAR 1.108(d), FAR 43.103(a)
	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.)
DUNS Number: 012911892
Occupational Medical Services for the United States Department of Energy Hanford Site.
This Contract is subject to Contract Clauses I.70 FAR 52.232-18, "Availability of Funds" and I.132 FAR 52.232-22, "Limitation of Funds."

This modification revises Sections C and Section I within scope of the Contract. The revised sections are included with this modification.

Total obligations remain \$105,725,536.75, which the Contractor exceeds at its own risk, and the total amount remains \$108,207,403.50.

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) <u>Erin L. Phillips, Business & Contracts Manager</u>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marcy J. Aplet-Zelen
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
15C. DATE SIGNED February 6, 2019	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0002043/0085

PAGE OF
2 3

NAME OF OFFEROR OR CONTRACTOR
HPM CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Details of these Contract changes are included on the SF30 Continuation Page of this modification.</p> <p>All other terms of the contract remain unchanged.</p> <p>Payment: OR for Richland U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4307 Oak Ridge TN 37831</p> <p>Period of Performance: 10/01/2012 to 03/31/2019</p>				

SF30 BLOCK 14 CONTINUATION:

Modification 085 is a supplemental agreement for work within scope, which revises the following Sections of the Contract:

1. This modification revises Section C.2.1.21, "Hearing Protection," as follows:
 - Removes, "In keeping with NIOSH and Washington state recommendations and regulations, age correction is NOT to be performed on audiograms carried out by the Contractor," from C.2.1.21(a).
2. This modification revises Section I, "Contract Clauses," as follows:
 - Adds Section I.13B, FAR 52.204-23, "Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities."
3. The parties agree that there are no cost impacts as a result of this change.
4. Contractor Statement of Release: The Contractor hereby releases the Government from any and all liability under this contract for equitable adjustment attributable to this modification which revises Section C, "Description/Specifications/Performance Work Statement," and Section I, "Contract Clauses."

All other terms and conditions remain unchanged. End of Modification No. 085

PART 1 – THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

TABLE OF CONTENTS

C.1 Hanford Occupational Medical Program	C-3
C.2 Description of Program Performance Requirements.....	C-6
C.2.1 Firm Fixed Price Scope.....	C-6
C.2.1.1 Medical Monitoring and Qualification Examinations.....	C-6
C.2.1.2 Medical Surveillance Data	C-9
C.2.1.3 Diagnosis and Treatment of Injury or Illness	C-9
C.2.1.4 Monitored Care.....	C-11
C.2.1.5 Legacy Health Issues.....	C-11
C.2.1.6 Employee Counseling and Health Promotion.....	C-12
C.2.1.7 Health Program Improvements.....	C-13
C.2.1.8 Information Systems Maintenance and Process Improvement	C-13
C.2.1.9 Information and Records Management	C-13
C.2.1.10 Emergency and Disaster Preparedness.....	C-16
C.2.1.11 Field/Facility Worksite Visits (WSV).....	C-17
C.2.1.12 Case Management.....	C-18
C.2.1.13 Contract Transition Requirements.....	C-18
C.2.1.14 Participation in Site Safety & Health Efforts	C-20
C.2.1.15 Audit Support.....	C-20
C.2.1.16 Continuing Education, Certification, and Professional	C-20
Organizations	C-20
C.2.1.17 Occupational Health Website	C-20
C.2.1.18 Personal Protective Equipment.....	C-20
C.2.1.19 OSHA and DOE Inspection.....	C-21
C.2.1.20 Industrial Hygiene Support.....	C-21
C.2.1.21 Hearing Protection.....	C-22
C.2.1.22 Project Controls and Management.....	C-22
C.2.1.23 Legacy Pension and Benefit Plan Management	C-23
C.2.1.24 Fixed-Price Non Labor.....	C-23
C.2.1.25 Health Care Accreditation	C-23
C.2.2 Cost Reimbursement Scope (with no fee).....	C-23
C.2.2.1 Equipment	C-23
C.2.2.2 Legacy Pension and Benefit Plan Contributions.....	C-24
C.2.2.3 Laboratory Services.....	C-24
C.2.2.4 Vaccine Services.....	C-24

C.2.2.5	Travel Medicine	C-24
C.2.2.6	Government Vehicles	C-25
C.2.2.7	Badging.....	C-25
C.2.2.8	X-Ray.....	C-25
C.2.2.9	Infrastructure Costs.....	C-25
C.2.2.10	Off-site Facility Costs: 200 West Health Care Center and Richland Clinic Locations	C-25
C.2.2.11	EEOICPA Requirements	C-25
C.2.2.12	Worker Safety & Health Program Updates	C-26
C.2.3	Indefinite Delivery/Indefinite Quantity (IDIQ) Scope.....	C-26

SECTION C

DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

C.1 Hanford Occupational Medical Program

C.1.1 Background

- C.1.1.1 The Hanford Site: The 586 square-mile Hanford Site, located in southeast Washington State, was established in the 1940s as a plutonium production complex for the Manhattan Project. Throughout Hanford's 50 years of operation, byproducts of plutonium production have accumulated to become this country's largest environmental cleanup project. In 1989, the Department of Energy (DOE), the U. S. Environmental Protection Agency, and the Washington State Department of Ecology signed the *Hanford Federal Facility Agreement and Consent Order*, commonly known as the Tri-Party Agreement (TPA), which codifies the DOE's commitment to clean up the Hanford Site. The TPA outlines legally enforceable project milestones for Hanford cleanup over the next several decades.
- C.1.1.2 Site Management: The Hanford Site is managed by two DOE field offices, the Richland Operations Office (RL) and the Office of River Protection (ORP). ORP manages 177 underground tanks of liquid and solid radioactive chemical waste, and is responsible for construction of the Waste Treatment and Immobilization Plant (WTP). RL has responsibility for the remainder of the Hanford Site, which includes: cleanup of the river corridor, cleanup and ongoing waste management operations in the central plateau, and providing a variety of crosscutting site services (e.g., utilities, security, information technology (IT), fire department, emergency management, occupational medical services, etc.).
- C.1.1.3 EM Journey to Excellence: Established in 1989, DOE's Office of Environmental Management (EM) is charged with addressing the environmental legacy of over 50 years of nuclear weapons production and Government-sponsored research. In order to continue and build upon the momentum of the first 20 years of the EM program, and within the broader context and in support of Administration and Departmental policies, strategies, and initiatives, EM has developed the "Roadmap for EM's Journey to Excellence" (Rev. 0, December 16, 2010). That document builds upon and integrates DOE Management Principles, EM Core Values, EM Priorities, EM's vision, and EM's mission by establishing four programmatic and three management-related goals, as follows:

Programmatic Goals

- Goal 1: Complete the three major tank waste treatment construction projects within the approved baselines
- Goal 2: Reduce the life-cycle costs and accelerate the cleanup of the Cold War environmental legacy
- Goal 3: Complete disposition of 90 percent of the legacy transuranic waste by the end of 2015
- Goal 4: Reduce the EM legacy footprint by 40 percent by the end of 2011, leading to approximately 90 percent reduction by 2015

Management Goals

- Goal 5: Improve safety, security, and quality assurance towards a goal of zero accidents, incidents, and defects
- Goal 6: Improve contract and project management with the objective of delivering results on time and within cost
- Goal 7: Achieve excellence in management and leadership, making EM one of the best places to work in the Federal Government

The document “Office of Environmental Management Performance Agreement with the Assistant Secretary” is in Section J. In the performance of this contract, the Contractor shall support and implement actions in furtherance of the “Roadmap for EM’s Journey to Excellence” and achievement of the above goals. Goals 5 through 7 have direct relevance to this contract in that it is not possible to achieve successful execution of this contract without providing quality occupational medical services. Contract-specific actions will be established, incentivized, monitored, evaluated and verified in accordance with terms and conditions of this contract.

- C.1.1.4. **Cleanup Scope:** Personnel at the Hanford Site are employed by a diverse group of site prime contractors, numerous site subcontractors and DOE. Examples of cleanup work scope ongoing on site include the following:
 - (a) facility decontamination, decommissioning and demolition;
 - (b) stabilization and storage of nuclear materials in a variety of forms;
 - (c) processing and storage of radioactive, chemical and/or mixed wastes; and
 - (d) soil and groundwater remediation involving a variety of radiological and chemical waste streams.
- C.1.1.5 **Risks and Hazards:** The facility decommissioning and demolition work scope exposes workers to the risk of chemical and radiological hazards as well as construction-related hazards. The stabilization and management of special nuclear materials exposes workers to radiological hazards. Waste management operations also expose workers to the risk of chemical and radiological hazards. The occupational medical program is an integral component of the site safety management system and is critical for maintaining the health and safety of Hanford Site employees.
- C.1.1.6 **Additional Support Requirements:** In addition, there is an obligation to support epidemiological studies of current and former Hanford employees and implementation of programs such as the Chronic Beryllium Disease Prevention Program (CBDPP) and the Energy Employees Occupational Illness Compensation Program Act (EEOICPA). Furthermore, the Government has a legal obligation to maintain and protect the medical records of current and former Hanford workers. The Health Insurance Portability and Accountability Act (HIPAA) applies to records generated, information transmitted or exchanged, and any other applicable workscope performed under this contract.

C.1.2 Purpose, Objectives, and Outcomes

- C.1.2.1 **Purpose:** The purpose of this contract is to provide an Occupational Medical Services Program of superior quality in support of on-going activities at the Hanford Site. The

Contractor has the responsibility for total performance under this requirement, including determining the specific methods for accomplishing the work effort, performing quality control, and assuming accountability for accomplishing the work under the contract.

C.1.2.2 Objectives: In support of the Outcomes cited in Section C.1.2.3 below, the following contract objectives are established:

- Provide timely, appropriate and cost-effective tests and examinations, as required, in support of the Hanford Site missions (including outsourced/subcontracted ancillary testing and laboratory work);
- Provide timely Occupational Health related diagnosis and limited initial and urgent treatment of injuries or occupationally-related diseases;
- Provide a medical monitoring program for prior exposures and current potential exposures from chemical substances and/or physical agents, with a commensurate action/response program that will be protective of human health and the future well-being of Hanford Site workers;
- Enhance worker health and wellness;
- Provide occupational medical service staff, processes and systems that are consistent with an efficient and effective operation;
- Provide appropriate medical support for emergency preparedness planning, drills, and response to actual emergencies;
- Conduct epidemiological data gathering and health analyses in support of a long-range role of the Contractor in assuring the protection of employee health and a reduction of agency liability;
- Conduct efforts to reduce the incidence of work-related illnesses and injuries; and
- Develop and implement innovative approaches and adopt practices that foster continuous improvement in rendering of occupational medical services at the Hanford Site.

C.1.2.3 Outcomes: The outcomes desired from this occupational medical services requirement are as follows:

- A Hanford Site workforce that is physically and psychologically able to accomplish the duties assigned;
- Minimization of Hanford Site workforce time away from duty due to injury or illness, taking into consideration the circumstances/characteristics of the individual illness or injury;
- A Hanford Site occupational medical program that is of the highest quality, cost-effective, and of good value; and
- A Hanford Site occupational medical Contractor organization that is seen as best in class, an advocate for workers' health and wellbeing, is highly familiar with the site working environment and any potential for impacts to worker health and well-being, and is customer service oriented.

C.2 Description of Program Performance Requirements

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

C.2.1 Firm Fixed Price Scope

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

C.2.1.1 Medical Monitoring and Qualification Examinations

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

- ii. Security Officers – including fitness for duty (includes Human Reliability Program (HRP), psychological, and 10 CFR 1046)
- iii. Firefighters (including fitness for duty)
- iv. Commercial Drivers (DOT CDL per 49 CFR § 391)

(b) The Contractor shall perform the following types of examinations:

- i. Pre-placement evaluations, clearances, and recommendations relating to the placement of employees in jobs so that they can perform in a safe and efficient manner consistent with the requirements of the Americans with Disabilities Act of 1990 and the Rehabilitation Act of 1973;
- ii. Medical surveillance and health monitoring examinations, as required by Occupational Safety and Health Administration (OSHA) and other regulatory standards consistent with current national specialty guidelines for exposure-based services (e.g., American College of Occupational and Environmental Medicine), and examinations for specifically-defined legacy issues;
- iii. Qualification examinations, including OSHA required exams, and clearances for employee medical qualifications to perform work in environments that may contain chemical, biological, physical (including ionizing radiation), weather, terrain related, and ergonomic hazards;
- iv. Voluntary periodic examinations (a proactive measure to facilitate the continued health and wellness of employees). The basic examination shall include, but not be limited to, the following:
 - Height, weight, blood pressure;
 - Visual acuity test and tonometry;
 - Audiogram;
 - Multichem Profile including Iron and TIBC profile, CBC, complete urinalysis and Lipid Profile;
 - Thyroid (minimum of FreeT4 and TSH);
 - Resting electrocardiogram;
 - Pulmonary function study; and
 - A complete examination by an appropriate licensed health professional (such as a physician or nurse practitioner) which includes, as a minimum, the following evaluation/examinations/patient consultation: ENT; head/neck; blood pressure; hernia; eye/retinal; heart and lungs auscultation; reflexes; skin (whole body exam for potential skin cancer upon patient request); as appropriate: breast, prostate, scrotal, rectal, and/or pelvic; and lab results review. More frequent examination and additional tests may be performed, if considered necessary in the judgment of the examining physician;
- v. Work capacity and return-to-work/fitness-for-duty health evaluations, with support to site contractors and DOE management in medical, mental, and substance abuse aspects of

personnel reliability (to include psychological assessments, and activities associated with 10 CFR 712, Human Reliability Program, and 10 CFR 1046);

- vi. Controlled substances/alcohol testing programs that are in accordance with this Performance Work Statement, the U.S. Department of Health and Human Services Mandatory Guidelines for Federal Workplace Drug Testing Programs as administered by the Department of Health and Human Services, Substance Abuse and Mental Health Services Administration, Mandatory Guidelines for Federal Workplace Drug Testing Programs, 10 CFR 707—Workplace Substance Abuse Programs at DOE Sites, 49 CFR Part 382—Controlled Substances and Alcohol Use and Testing, and 49 CFR Part 40—Procedures for Transportation, Workplace Testing Programs;
- vii. Termination (exit) health evaluations; and
- viii. X-Ray Services and Readings, medical x-ray services provided at the clinics, including taking x-rays, initial readings, and other traditional in-clinic services. Special readings performed outside the clinic (e.g. “B” readings or similar, additional expert analysis) are covered under C.2.2.8.

(c) Each medical examination shall include, but not be limited to, the following:

- i. Appropriate medical procedures, medical reports, and processes required for the particular type of medical examination that are in accordance with the applicable Federal, State, and local laws and regulations, and DOE Directives and standards of practice;
- ii. Appropriate professional services, laboratory and medical technician services, administrative support, and other services that are in accordance with the applicable Federal, State, and local laws and regulations, and DOE Directives and standards of practice;
- iii. Appropriate documentation of all pertinent medical information, including medical and occupational histories, examination findings, laboratory and procedure results, evaluations and conclusions, and recommendations that are in accordance with the applicable Federal, State, and local laws and regulations, and DOE Directives and standards of practice;
- iv. Appropriate medical notifications that communicate results of examinations to employer and employee (Note: only the appropriate, work-related information permitted by law will be communicated to the employee's employer/contractor); and
- v. The disposition and disposal of all medical, biological, and other wastes generated from the medical service in accordance with the applicable Federal, State, and local laws and regulations, and DOE Directives and standards of practice.

(d) Medical examinations shall be scheduled using the Government-furnished computerized scheduling system (reference Section J Attachment “Government-Furnished IT Systems List”). The Contractor shall manage and coordinate medical examination scheduling with

each of the site contractors and DOE so as to minimize the impact of medical examinations on the work conducted at the Hanford Site.

- (e) The controlled substances/alcohol testing program services shall include standard chain-of-custody procedures and documentation, collection, handling, shipment, analysis, and reporting analysis results for the HRP Testing Designated Positions, DOT, DOE Security and Emergency Services (SES) Substance Abuse Monitoring Program, voluntary requests for urinalysis, contractor and DOE Employee Assistance Programs, including Contractor Fitness For Duty Programs, and alcohol use and drug testing for random, reasonable suspicion, applicant, and occurrence testing including post-accident requirements.
- (f) The Contractor shall refer employees to their personal physician for non-occupationally related issues, except as noted in C.2.1.3 Diagnosis and Treatment of Injury or Illness, below.

C.2.1.2 Medical Surveillance Data

- (a) The Contractor shall routinely and systematically analyze medical data involving individuals as well as groups of employees, by location and by function, in the course of performing monitoring and qualification examinations and conduct epidemiological studies while maintaining the confidentiality of patients. These data analyses shall be aimed at early identification of patterns of findings, sentinel events, or changes in worker health that may be indicative of trends or weaknesses in worker protection features and programs. (Note: Additional, specific epidemiology studies may be requested by DOE under clause C.2.3)
- (b) The Contractor shall include these reviews in quarterly summary reports to DOE, or more often as requested, and notify the CO or designee of all adverse trends as they are identified and include all trending results, recommendations, and comments in the Site Occupational Medical Director's (SOMD) Annual Report.
- (c) The SOMD is responsible for communication and coordination of findings with appropriate public health agencies.

C.2.1.3 Diagnosis and Treatment of Injury or Illness

- (a) The Contractor shall provide timely and accessible occupational health care and first aid in the 200 West Health Care Center on the Hanford Site and the Contractor's main clinic in Richland, Washington. Medical care for occupational and non-occupational injury and/or illness shall be provided in accordance with the following requirements:

- i. Occupational Injury or Illness:

- 1. The management of occupational injury or illness shall be in accordance with applicable Federal, State and local laws and regulations and DOE Directives.
- 2. Diagnosis and first aid, or stabilization and referral, of occupational injury or illness shall be prompt, with emphasis placed on rehabilitation and return to work at the earliest time compatible with job safety and employee health. Contractor shall define

specific protocols, procedures and tests for workers who present complaints or express symptoms of chemical exposure.

3. The occupational medical staff shall notify the affected individual(s) and immediate supervisor(s) of unhealthy work situations detected during the course of their duties. The Contractor shall also notify the appropriate Hanford Site health and safety groups (health physics, industrial hygiene, or safety) of these situations.

ii. Non-occupational Injury or Illness:

1. Hanford Site workers are to utilize the services of a private physician or medical facility, for care of non-occupational injuries or illnesses. The Contractor may provide assistance with minor, non-work-related outpatient or chronic conditions (e.g., blood pressure checks) to minimize employees' time away from work.
2. The Contractor shall provide appropriate assistance to workers who are ill at work. Care should be available for what is judged a short-term, minor condition. The objective is to return the worker to a state of health in the shortest possible time consistent with appropriate medical standards.
3. The Contractor shall not provide long-term treatment of non-occupational injury and illness.

iii. The Contractor shall provide appropriate return to work clearance or duty limitations to patients and their employers.

iv. In emergencies, Hanford workers shall be given the necessary care required for stabilization until referral to a private physician or facility can be provided.

v. The definition of "First Aid" is as defined in WAC 296-27-01107(2)(e)(ii). Exceptions to this definition include services for travel medicine, seasonal influenza vaccinations, other preventative vaccinations, and use of Diethylene Triamine Pentaacetic Acid (DTPA) or similar chelating agent in concert with treatment by other medical facilities in cases of uptake of radioactive substance.

(b) The Contractor shall provide necessary information required for worker's compensation and other reporting requirements to appropriate organizations for occupational injuries and illness.

(c) The Contractor shall manage medication services, including the requisitioning or purchase, storage, safeguarding, accountability, and administration or delivery of all medications and supplies necessary to the operation of the medical services.

i. The Contractor shall report to DOE on the dispensation and inventory of regulated drugs, as required by the Section F clause entitled *Reporting Requirements*.

ii. The Contractor may provide an initial dose of non-prescription medication for prompt treatment of symptoms (e.g., aspirin, ibuprofen, antihistamines, decongestants, topical

antibiotic/cortisone/burn ointments, throat lozenges, muscle relaxers, antacids, and eye/ear drops). The Contractor shall provide prescription medications only on a limited, emergency basis.

C.2.1.4 Monitored Care

- (a) Monitored care of ill or injured employees by occupational medical physicians is required, to maximize recovery and safe return to work and to minimize lost time and associated costs. Hanford Site contractors and DOE management have the responsibility to advise the Contractor when an employee has been absent because of an illness or injury for 5 or more consecutive workdays.
- (b) The Contractor shall monitor worker's compensation cases as appropriate, through appropriate return visits, Contractor communication with the DOE-RL third party Workers' Compensation claims processor, and physician-to-physician communication with private physicians where applicable. The Contractor shall assist the employees in their recovery and to facilitate their return to duty at the earliest practical time. Reasonable accommodations or restrictions may be a part of this rehabilitation process and must be closely coordinated with the human resources department and line management of site contractors and DOE.
- (c) The Contractor shall include a work conditioning program(s) as part of the monitored care program to support/expedite fulfillment of fitness-for-duty, work capacity, and qualification requirements.
- (d) The Contractor shall make medical fitness-for-duty recommendations regarding employees for all conditions that may influence performance or work suitability.

C.2.1.5 Legacy Health Issues

- (a) The Contractor shall implement testing and monitoring programs as needed to manage legacy health issues (e.g., chronic beryllium (Be) disease/beryllium sensitivity, asbestosis, silicosis, etc.). Specifically, with respect to Beryllium:
 - i. On the exit medical examination, the Contractor shall offer a split-sample BeLPT for any worker separating from the Hanford site when the examination is performed by the Contractor. The Contractor shall utilize the split sampling protocol in accordance with 10 CFR 850.36—Medical Consent, and conduct analysis on all split-samples.
 - ii. The Contractor shall provide a beryllium voluntary medical surveillance program as required by 10 CFR 850 for current Hanford Site beryllium associated workers who voluntarily participate, including current Hanford Tank Waste Treatment and Immobilization Plant (WTP) beryllium associated workers. After initial notification, and annually thereafter, inform via personal letter, all current and known past participants (including former workers at their last known address) in the beryllium voluntary medical screening program results of their examination, which will be kept confidential unless the individual tests positive for beryllium sensitization (BeS) or Chronic Beryllium Disease (CBD).

- iii. The Risk Communicator shall engage contractors, community, and local medical societies in order to raise awareness of the testing, signs, symptoms and treatment for BeS, CBD, and relative attributes of Sarcoidosis as compared to CBD.
- iv. The SOMD is responsible for administering the medical surveillance program and shall appoint a licensed physician as Lead for the Beryllium Medical surveillance program. The Lead Physician (beryllium medical surveillance program) shall have knowledge of the regulatory requirements associated with Be issues and expertise in the area of medical evaluations and procedures required by the regulatory requirements for BeS and CBD.
- v. The Lead Physician (beryllium medical surveillance program) will assess standing best in class Beryllium related clinical policies, procedures and protocols (algorithms) for re-approval under this contract. The compliance of Beryllium related clinical policies, procedures and protocols (algorithms) will be monitored through a Peer Review process that identifies departures from the standards, correction, and improves processes.
- vi. The Contractor will act as the Hanford Site Coordinator for submitting electronic data to the Beryllium registry semiannually, in accordance with 10 CFR 850.39(h). In order to meet these requirements, various Site contractors will submit job history and exposure measurement data for each beryllium-associated worker to the Contractor to add the electronic medical data portion and submit the data to the Beryllium Registry. The employer providing the employee data is responsible for the accuracy of that data. The Contractor will not edit data provided by the employer, but will serve as data coordinator. This responsibility includes receiving and appropriately addressing comments received from DOE or its contractors on data submitted to the Beryllium Registry.

C.2.1.6 Employee Counseling and Health Promotion

- (a) The Contractor shall operate employee counseling and health promotion programs that promote, maintain, and improve the physical and psychological well-being of the worker in the work place, including:
 - i. Employee Assistance and Wellness Programs.
 - ii. Health and wellness education - The Contractor shall provide health education for employee training and occasional lectures or seminars on health matters of general interest to Hanford personnel. Typical topics include, but are not limited to, smoking cessation, hearing protection, ergonomics, fitness and diet, skin cancer, general cancer topics, weight control, lead, asbestos, TB, overview of medical service functions, and self-breast examination. This function also includes the development and/or distribution of health related newsletters and other materials.
 - iii. An immunization program (e.g., influenza immunizations) - The Contractor shall provide immunizations and other injections to employees as deemed necessary by the SOMD, providing necessary information regarding immunization and performing appropriate

documentation. This includes staffing and administering the base program for delivery of approximately 5,000 influenza vaccinations annually.

- (b) The Contractor shall provide expertise for DOE and Hanford contractors to resolve workstation, furniture, and work task related ergonomics issues; provide ergonomic consultation and conduct musculoskeletal disorder (MSD) hazard assessments; and train and assist appropriate Hanford personnel with ergonomic evaluations and recommendations to improve workstations to facilitate the prevention and/or control of cumulative trauma disorders (CTD).

C.2.1.7 Health Program Improvements

The Contractor shall recommend improvements to enhance Hanford occupational and preventive health programs, and review Federal, State, and DOE documents, and trade publications to determine applicability and impact of any new or proposed regulations or best practices on operations, alert the CO, in writing, of regulation and program changes affecting this contract, and recommend an implementation plan for identified changes.

C.2.1.8 Information Systems Maintenance and Process Improvement

- (a) The Contractor shall operate, maintain and improve Government-owned Business, Administrative, and Medical Information Technology systems under the lead of the DOE Chief Information Officer and in cooperation with the Hanford Site IT Management Contractor. These systems are listed in Section J. Such systems include, but are not limited to:
 - i. The Employee Job Task Analysis (EJTA) system. The EJTA system is a Hanford-developed software system used to document workers' essential job functions, physical job requirements, medical qualifications, potential exposures, etc. The EJTA's will be prepared by DOE and the Site contractors and provided to the Contractor for processing in the Risk Management Medical Surveillance (RMMS) system.
 - ii. The RMMS system. The RMMS system is a Hanford developed software system that analyzes EJTA data and assigns medical monitoring and qualification requirements.
 - iii. The Electronic Medical Records (EMR) System. The EMR system is a comprehensive computerized system to utilize IT technology to organize and record medical examination processes and file the resulting medical records. This system will also enable the Contractor to easily retrieve and perform analysis on the data for such purposes as epidemiological research and preparation of custom designed reports.

C.2.1.9 Information and Records Management

- (a) Information and Records Management

The Contractor shall conduct records management in accordance with 44 USC Chapters 21, 29, 31, 33, and 35; 36 CFR Chapter XII, Subchapter B—Records Management; the current DOE Records Management Program and Vital Records Orders in Section J, Attachment J-2,

and any other DOE requirements as directed by the CO. These functions include, but are not limited to: tasks associated with creation/receipt, maintenance, storage/preservation, protecting, scheduling, indexing and dispositioning active and inactive records; retrieving records from on- and off-site storage facilities, and supporting ongoing Freedom of Information Act (FOIA), Privacy Act, Energy Employee Occupational Illness Compensation Program Act (EEOICPA), Former Worker Medical Screening Program (FWP), Chronic Beryllium Disease Prevention Program (CBDPP), congressional inquiries, and legal discovery requests.

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

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

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

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

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

(b) Medical Information and Records Management

The Contractor shall:

- i. Operate, maintain and improve the existing medical records system;
- ii. Protect the privacy of employees and the confidentiality and physical security of all employee medical records;

- iii. Provide access to employee medical and behavioral health records in a manner consistent with:
 - 1. The Privacy Act, as codified in 10 CFR Part 1008, and
 - 2. 29 CFR 1910.1020—Access to Exposure and Medical Records;
- iv. Provide copies of medical records to other professional medical and behavioral health providers and third-party medical claims processor(s) as appropriate and in a manner consistent with applicable laws and standards (e.g., the Privacy Act and Health Insurance Portability and Accountability Act (HIPAA));
- v. Operate and maintain a central Work Restriction Registry for documenting worker restrictions and communication of work restrictions to site employers (see section J-7, Government Furnished IT Systems List, Work Restriction Notifications);
- vi. Provide support for execution of the EEOICPA in accordance with the Section H clause entitled Energy Employee Occupational Injury Compensation Program Act (EEOICPA) and other health initiatives pertaining to current and previous Hanford Site employees;
- vii. Provide support to DOE and contractor management through the collection and analysis, when requested, of employee health data for the purpose of early detection and prevention of occupational and non-occupational illnesses and injuries, thereby reducing morbidity and mortality;
- viii. Maintain accurate and complete medical records of patients for DOE. The medical records shall document all histories obtained, all treatment provided, all tests performed, including laboratory and clinic tests, exams, surveillance protocols, and qualification tests. The medical records of the Hanford workforce shall reside on a Government-furnished EMR system. An estimated 1,200 cubic feet of medical records exist in paper copy and an additional 300 cubic feet of x-rays are located at the onsite clinic and Records Holding Area in Richland, WA.
- ix. Ensure the information contained in the employee medical record is sufficient to provide data for use in job placement, health maintenance, for treatment and rehabilitation of occupationally-related conditions, for use in epidemiological studies, and to help management with program evaluation and improvement;
- x. Ensure employees have access to their medical records upon receipt of a signed release by the employee or receipt of a notarized designation by the employee or third party;
- xi. Ensure medical records (both hard copy and electronic) are available for DOE quality control review;
- xii. Create a new medical record for all individuals receiving care. However, a few specific circumstances may arise for categories of individuals or services where a new medical record is not required (e.g., persons likely to receive a one-time minimal service, such as an influenza vaccine). Before establishing categories of this type, permission must be

obtained from the DOE CO. In all cases, even when there is no medical record, documentation of all services shall be maintained in a retrievable format; and

- xiii. Vital Records are required to meet DOE O 243.1B Chg. 1, Records Management Program.

The medical records (written and electronic) developed during past contract years will be transferred to the new Contractor and will be subject to FAR 52.245-1, Accountable Government Property. All medical records (both hard copy and electronic records) remain the property of the Government. The Government will advise the Contractor as to how the records shall be maintained and stored.

- (c) Management of Information Resources. The Contractor shall design and implement Information Resources Management (IRM) capabilities as required to execute this contract in accordance with the Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources.
- (d) Release of Information. The Contractor shall provide timely, accurate, and complete responses to information requested by DOE to comply with Freedom of Information Act and Privacy Act requirements.

C.2.1.10 Emergency and Disaster Preparedness

- (a) The Contractor shall:

- i. Provide emergency response support, e.g., participate in site exercises and drills, participate in site-wide emergency preparedness planning, establish working relationships/memoranda of agreements with other site emergency service providers (e.g., Hanford Fire Department, local Hospital(s), etc.);
- ii. Support the Hanford Site integrated emergency and disaster preparedness planning. The SOMD is responsible for the management and implementation of the medical portion of the site emergency and disaster plan. The medical portion shall be closely integrated with, and made a part of, the overall site emergency and disaster preparedness plan;
- iii. Support the integration of community emergency and Hanford Site disaster plans. The occupational medical portion of the site emergency and disaster plan is integrated with surrounding community emergency and disaster plans to the extent consistent with the development of a mutual aid and assistance capability. The Contractor shall participate in local community response activities in accordance with mutual aid agreements as directed by the COR. The SOMD shall advise DOE of the actions needed to manage the integration of Hanford occupational medical emergency and disaster planning with the surrounding communities' plans. Integration with the local hospitals will be required in these activities;
- iv. Support emergency and disaster preparedness pre-planning and response requirements. The Contractor shall assist DOE to ensure that the medical portion of the site emergency

and disaster response capability is adequate to meet the type and severity of accidents and trauma dictated by the character and history of plant operations and conditions, including pre-planning and pre-arrangements for:

1. Onsite capabilities for medical aid and triage, which shall include onsite capability for cardiopulmonary resuscitation, cardiac defibrillation and advanced cardiac life support;
 2. Support to DOE in the arrangement of hospital care, which shall include the capability to evaluate and treat injuries resulting from exposure to radiation and/or toxic materials, including internal and external contamination, as appropriate;
 3. Services of medical specialists and consultants;
 4. Medical aid coverage during evacuation operations from facilities and the site; and
 5. Communication with the DOE Emergency Operations Center for the coordination of fire and rescue units, hospitals and hospital teams, and local and State police;
- v. Ensure that emergency preparedness and response support are overseen by a licensed physician. In this context, the phrase "overseen by a licensed physician" means that a licensed physician actively participates and has ultimate responsibility for the rendering of the Contractor's emergency preparedness and response support from a Site occupational medical standpoint;
- vi. Provide services, as required, in the Emergency Operations Center located in the Richland Federal Building, at the local hospitals, in the Contractor's main clinic, or at other locations as specified by the Government. In addition to emergencies, this service includes participation in planning, training, drills, and exercises;
- vii. Immediately inform the COR or designated representative in cases of emergency involving exposures or hazards that appear to be dangerous to health or life and provide recommendations to alleviate the emergency conditions; and
- viii. Serve as a member of appropriate emergency response teams.

C.2.1.11 Field/Facility Worksite Visits (WSV)

The Contractor shall:

- (a) Ensure that Occupational Health providers, including the SOMD, all physicians, and all mid-level practitioners are familiar with employee job tasks, worksite environments, and existing or potential health hazards. Familiarization and assessment of accuracy shall be accomplished by reviews of EJTA's, interviews with workers and supervisors, and by personal visits to work sites and facilities;
- (b) Ensure that visits, when appropriate, are coordinated with industrial hygiene, health physics, and safety personnel and management, and should include a review of materials, processes, and procedures used with emphasis on chemical, physical (including ionizing radiation), biological and ergonomic hazards. The information obtained from these interviews and visits may form the basis for recommendations to Hanford contractors and/or DOE for corrective actions, work process modifications, updates to EJTA's or preventive measures;

- (c) Ensure that these visits are conducted at least once a month by each Occupational Health provider described in (a) above, who shall document the results of the visit on a Report of a Facility/Site Visit Form, and distributed internally with copy provided to the representative of the host organization;
- (d) Ensure that visiting personnel have appropriate security clearances when visiting facilities that require such clearances; and
- (e) Coordinate with the host organization to ensure the proper personal protective equipment (PPE) is provided during worksite visits. Such equipment is provided at the expense of the host organization.

C.2.1.12 Case Management

- (a) The purpose of Case Management is to:
 - i. Be a liaison between the Occupational Medical program and DOE's Third Party Administrator in Worker's Compensation cases and return to work issues;
 - ii. Manage cases of beryllium by coordinating appointments, providing worker education, and following approved beryllium protocols; and
 - iii. Manage cases of other complex worker issues related to Occupational Health, generally where multiple appointments and regimes are an issue.
- (b) Case Management is to be carried out at the Contractor's main clinic.
- (c) The Contractor shall ensure that Case Management prepares electronic daily reports including a report of work restrictions sent to the employee's management and safety organization(s), and other Case Management reports as required (i.e. Beryllium).

C.2.1.13 Contract Transition Requirements

- (a) Upon Contracting Officer (CO) issuance of the Notice to Proceed, the Contractor shall begin transition from the existing provider of occupational health services. During the transition period, the incumbent contractor will be responsible for delivery of occupational health services.
- (b) The Contractor shall assume full responsibility for delivery of occupational health services as approved by the CO at the end of the transition period.
- (c) During the transition period, the Contractor shall plan and prepare for an orderly transfer of responsibilities and accountability from the incumbent contractor.
- (d) The Contractor shall implement its proposed Transition Plan, as approved by the CO.

- (e) The Contractor shall ensure that the following activities to be accomplished are included in the Transition Plan:
- i. Determine staffing needs, and make offers and arrange to transition incumbent employees to the Contractor, as applicable;
 - ii. Complete all specific milestones identified in the Transition Plan;
 - iii. Perform a complete inventory of all DOE-owned property for transfer to the Contractor;
 - iv. Execute any necessary transition agreements with the incumbent Contractor, upon CO approval of execution by the Contractor;
 - v. Submit periodic transition reports as directed by the CO;
 - vi. Prepare and submit the Quality Assurance Plan; and
 - vii. Establish an accounting/billing system that is acceptable to the CO.
- (f) During the transition period, as specified in the Section F clause entitled *Period of Performance*, the Contractor shall perform those activities that are necessary to transition the work from the incumbent contractor in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent contractor; and (3) enables the Contractor to perform the work in an efficient, effective, and safe manner. The Contractor is responsible for providing all necessary personnel and logistical support (office space, computers, telephone, etc.) during the transition period, unless specifically directed otherwise by the CO.
- (g) The Contractor shall submit a final Transition Plan to the CO for approval within 5 working days after award of the contract.
- (h) After completion of the transition activities contained in the approved Transition Plan the Contractor shall notify the CO in writing that it is ready to assume full responsibility for the work. The Contractor shall assume full responsibility for the work upon the date specified in writing by the CO.
- (i) The final Transition Plan shall include a schedule of major activities, and address as a minimum:
- Communication process among the Contractor, incumbent contractor, site contractors, and DOE;
 - Identification of key transition issues and milestones;
 - Identification of a transition team (inclusive of consultants and teaming members, if any);
 - Integration of work packages (direct and indirect) and budgets from incumbent contractor;
 - Approach to minimizing impacts on continuity of operations;

- Dispute Resolution;
- Assumptions related to Hanford Occupational Medical Program;
- Implementation of existing or proposed management systems (e.g., General Electronic Data Processing, Budget and Planning, Purchasing Material, Compensation, Labor/Payroll, Indirect and Direct Costs, Property Management, Billing and Estimating); and
- Identification and prioritization of issues after transition.

C.2.1.14 Participation in Site Safety & Health Efforts

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

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

C.2.1.15 Audit Support

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

C.2.1.16 Continuing Education, Certification, and Professional Organizations

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

C.2.1.17 Occupational Health Website

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

C.2.1.18 Personal Protective Equipment

The Contractor shall provide all safety and personal protective equipment required to perform clinical duties specified in this contract.

C.2.1.19 OSHA and DOE Inspection

The Contractor's workspace may be inspected periodically for OSHA and DOE violations. Abatement of violations will be the responsibility of the Contractor as determined by the Government. The Contractor shall provide assistance to applicable DOE organizations, investigative organizations, and the DOE or OSHA inspector if a complaint is filed or an investigation or inquiry is initiated on a company employee.

C.2.1.20 Industrial Hygiene Support

- (a) The Contractor shall provide occupational medicine/Industrial Hygiene (IH) assistance to other organizations, including other onsite contractors and DOE as needed and requested, for the evaluation of workplace exposures to facilitate integration of the IH and medical surveillance program.
- (b) The relationship between the Occupational Medical Program and site contractor IH requirements is complex and demanding, therefore Contractor shall identify an American Board of Industrial Hygiene (ABIH) Certified Industrial Hygienist (CIH) as a liaison. The scope of work for the CIH liaison is to facilitate meeting the requirements of this section.
- (c) The Contractor shall participate as requested in surveys, studies, assessments, and exposure monitoring to assist with advice to identify, evaluate, and control potential chemical, physical, or biological hazards in the work environment that may cause illness, injury, disease, or impaired well-being.
- (d) Upon request, the Contractor shall assist with the investigation of IH workforce complaints of potential workplace hazards and coordinate where appropriate with the affected employee and the appropriate organizations to resolve issues.
- (e) The Contractor shall serve on assessment or investigation teams as appropriate.
- (f) The Contractor shall assist, as requested, in providing guidance and recommendations concerning the selection, use, maintenance, and control of personal protective equipment (PPE).
- (g) Individual exposure event record(s) received by the Contractor shall be maintained in the medical record.
- (h) The Contractor shall provide appropriate assistance, as requested, to DOE and Hanford contractor staff (e.g., safety and environmental) and line organizations (e.g., engineering, program, and procurement) to ensure the incorporation of protective health measures in new equipment, new work procedures, emergency response protocols, and facilities.
- (i) The Contractor medical and IH staff shall provide expert consultation services in heat stress prevention, physiological monitoring, and perform heat stress assessments as requested.

C.2.1.21 Hearing Protection

- (a) At a minimum, the Contractor shall be in compliance with the most current version of the OSHA Occupational Noise Exposure and Hearing Conservation regulations found in 29 CFR 1910.95 and other Washington State regulations as applicable. The Contractor is to provide audiograms for workers who are exposed to measured noise levels exceeding those allowed in current OSHA regulations, 10 CFR 851, and American Conference of Government Industrial Hygienists (ACGIH). The audiometric testing shall be performed by a licensed or certified audiologist, otolaryngologist, or other physician, or by a technician who is certified by the Council of Accreditation in Occupational Hearing Conservation, or who has satisfactorily demonstrated competence in administering audiometric examinations, obtaining valid audiograms, and properly using, maintaining and checking calibration and proper functioning of the audiometers being used. It is mandatory that employees and supervisors be notified of temporary or permanent standard threshold shifts in accordance with the above OSHA and State standards, ensuring that notification time frames are met. ~~In keeping with NIOSH and Washington state recommendations and regulations, age correction is NOT to be performed on audiograms carried out by the Contractor.~~
- (b) The Contractor shall appoint a physician lead who has knowledge of OSHA requirements and has expertise in the area of Hearing Conservation Programs (HCP). This lead will set up HCP standing operating procedures and monitor compliance through a Peer Review process that uses critical HCP-related criteria to identify departures from the requirements, ensure standardization of communication and internal processes among providers, and improve the program.
- (c) The Contractor shall provide hearing loss data to Hanford organizations to prevent worker hearing loss, support identification and posting of potential hazardous noise locations. At a minimum, at least annually and by contractor or agency, the Contractor will report data that includes the number of audiometric tests performed on persons who are in a HCP; the number of permanent standard threshold shifts in either ear by fiscal year, by age, and by job category. The data is to be presented to Hanford organizations in support of their respective HCP for the identification of potential shortfalls and successes. The Contractor shall provide expert occupational medicine consultation in noise hazard assessment and hearing loss prevention, as well as consultation regarding noise hazards, engineering controls and hearing protection, as appropriate.

C.2.1.22 Project Controls and Management

The Contractor shall provide an Annual Execution Plan (AEP) that defines major activities (separately identified as fixed price scope {Section C.2.1}, cost reimbursable scope {Section C.2.2}, or [if applicable] IDIQ scope {Section C.2.3}) to be performed for the coming year and the level of funding associated with each (see section F.6 Reporting Requirements, item 4). The

AEP shall be defined to the second level of WBS and by major activity (e.g, labor, materials, testing, surveillance program, consulting, health education, etc.). The AEP shall contain an additional table showing the anticipated allocation of the aforementioned costs as distributed to each Hanford site contractor and DOE office for annual budget planning purposes. The Contractor shall report each month for activities as defined in the AEP on spending variance relative to AEP levels. The reporting level shall be to the level of WBS and category as noted

herein. The Contractor shall provide a report on cost variance relative to the AEP each month (see section F.6 Reporting Requirements, item 26).

The Contractor shall provide information and support to DOE on data gathering and reporting to assist budget formulation and financial analysis activities.

C.2.1.23 Legacy Pension and Benefit Plan Management

The Contractor will have certain responsibilities regarding sponsorship, management and administration of pension and other benefit plans for certain retired contractor employees associated with work under a previous DOE occupational health services contract. The requirements associated with these responsibilities are set forth in the Section H Clause entitled, *Legacy Benefit Plans: Pension and PRB*. This does not include contributions to fund the Legacy Benefit Plans (see Section C.2.2.2).

C.2.1.24 Fixed-Price Non Labor

The contractor shall furnish all personnel, materials, supplies, and services (except as expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work described above and other sections of the contract not specifically identified as Cost Reimbursement or IDIQ scope. Personnel includes providing a “readiness to serve” level of staffing. Materials, supplies, services and other non-labor costs may include, but are not limited to insurance, laundry, uniforms, office supplies, printing, postage, licenses/accreditation/professional fees, recruiting expense, educational assistance, relocation, travel, training, on-site exams and tests, medical and general supplies, microfilming, educational pamphlets/materials, book/magazine subscriptions, etc.

C.2.1.25 Health Care Accreditation

The contractor shall achieve and maintain accreditation to standards of the Accreditation Association for Ambulatory Health Care (AAAHC) as described in section H.14. Such accreditation shall be maintained throughout the contract period.

C.2.2 Cost Reimbursement Scope (with no fee)

C.2.2.1 Equipment

- (a) Purchases and Upgrades: The Contractor shall supply medical equipment and upgrades including facility upgrades as necessary for contract performance. Purchases and upgrades over \$5,000 must be approved in advance by the CO. Equipment purchases and upgrades does not include routine medical supplies and consumables (e.g., bandages, disinfectant, splints etc.), which shall be included in the Contractor's Firm Fixed Price.
- (b) Maintenance and calibration: The cost for maintenance and calibration of Government owned equipment is covered as a pass through cost under this section of the contract.
- (c) Office furniture and telephones in the clinic located at 1979 Snyder are not government owned equipment; except for computer systems and medical equipment are government owned. The incoming contractor shall furnish the clinic and provide telephones during the transition period. These are reimbursable costs and purchases shall be subject to approval by the contracting officer.

C.2.2.2 Legacy Pension and Benefit Plan Contributions

The contractor shall fund the Legacy Benefit Plans as set forth in the Section H Clause entitled, *Legacy Benefit Plans: Pension and PRB*.

C.2.2.3 Laboratory Services

Medical analysis services requiring the use of outside laboratories shall be reimbursable. For example, this includes BeLPT or blood analysis when performed by an outside laboratory. This does not include observation or analysis that is typically performed by an attending healthcare provider or in-house technician.

C.2.2.4 Vaccine Services

The Contractor shall provide vaccine services (serum w/ inoculation service) beyond a base service level of 5,000 influenza shots annually. Vaccine related services may be applicable to a large influenza outbreak and other epidemic situations.

C.2.2.5 Travel Medicine

The Contractor shall provide support services to Hanford and DOE workforce for official travel to include:

- (a) Traveler briefings with up to date information on destination environmental issues and infectious outbreaks in accordance with CDC guidelines (see www.cdc.gov/travel). Other resources may be used, such as Travax, as long as CDC travel guidelines are followed;
- (b) Travel related medical reviews prior to authorization of overseas travel to include: identifying the need for vaccinations (such as yellow fever), providing standard immunizations (such as tetanus-diphtheria, polio, measles mumps and rubella (MMR), hepatitis A and hepatitis B), reviewing and evaluating pre-existing medical conditions, personal medications, and destination medical capabilities;
- (c) Travel packets to employees traveling to overseas sites in accordance with CDC guidelines (see www.cdc.gov/travel), with packets containing some basic medical supplies, such as Tylenol, Band-Aids, non-adhesive bandages, gauze pads antibiotic ointment, anti-diarrhea medication, anti-pruritic cream, antihistamine, throat lozenges, cold relief tablets, anti-motion sickness medication, and antacids;
- (d) Prescriptions for malaria medications for travel to those countries that the Centers for Disease Control recommend malaria prophylaxis. OM physicians shall discuss the need for malaria prophylaxis individually with the traveler and prescribe the most appropriate anti-malarial medication; and
- (e) Information on other aspects of travel related medical concerns such as jet lag, stress, travelers' diarrhea, motion sickness, hypoxia, high altitude illness, decompression illness, and blood clots.

C.2.2.6 Government Vehicles

The Contractor may request to obtain leased Government vehicles(s), typically GSA or DOE owned, to perform work scope under this contract. Such a request shall be made on a special equipment request form obtained from the Hanford Mission Support Contractor and coordinated through the CO or COR. The use of Government vehicles is for the execution of Government business only. Allocation of such vehicles is controlled by the Hanford Mission Support Contractor for DOE and managed by vehicle use standards to assure full fleet utilization. Cost for such lease will be allocated to the Contractor. Maintenance and service of such vehicles are to be coordinated with the Hanford Mission Support Contractor. All drivers shall adhere to all State and Federal laws and DOE regulations. Accidents, including those with no property damage or injuries, are to be reported promptly in accordance with DOE and GSA guidelines

C.2.2.7 Badging

The Contractor shall obtain appropriate DOE badging for all employees. The Contractor shall ensure badges are appropriately returned upon termination of employment or at the end of the contract.

C.2.2.8 X-Ray

The Contractor shall ensure all x-rays are read by an American Board Certified Radiologist and asbestos-related chest x-rays are read by “B” readers in compliance with OSHA standards and 10 CFR 850. The Contractor shall ensure medical x-ray film or other media used and written reports are delivered to the clinic and become property of the Government.

C.2.2.9 Infrastructure Costs

Infrastructure services shall be acquired by the Contractor in accordance with Attachment J-3 Hanford Site Services and Interface Requirements Matrix where applicable. Charges associated with IT, desktop and network charges to supply workstations and necessary internet and local area network upgrades, maintenance, and connectivity are cost reimbursable as well as the infrastructure charges necessary for clinic operations, including electricity, water, sewer, and waste disposal (solid, clinical, and hazardous wastes).

C.2.2.10 Off-site Facility Costs: 200 West Health Care Center and Richland Clinic Locations

The Contractor shall maintain two clinics: the 200 West Health Care Center and a clinic in Richland, Washington (at 1979 Snyder Street). The lease for the Richland location is assumable and the Government requires the incoming contractor to assume the lease for this space. Costs associated with the lease of the facilities and associated utilities will be Cost Reimbursable. Services not available offsite in alignment with the J-3 table shall be acquired through the landlord or other sources.

C.2.2.11 EEOICPA Requirements

The Contractor shall provide requested claimant related medical or employment records in a timely, accurate, and electronic manner to the DOE. DOE will then provide those records to the Department of

Labor (DOL) to ensure the claimants will receive complete, timely, and fair claims adjudication by DOL.

C.2.2.12 Worker Safety & Health Program Updates

The contractor shall update the Safety and Health Program annually in compliance with 10 CFR 851 and provide the updated documentation to DOE in accordance with Table F 6, Reporting Requirements.

C.2.3 Indefinite Delivery/Indefinite Quantity (IDIQ) Scope

Work that is of a recurring nature but that cannot be sufficiently identified or quantified in advance to be included in the Firm-Fixed Price portion of the Contract is identified as IDIQ work. Such work may include the following:

- (a) The Contractor shall provide support in the event of natural disasters or catastrophic situations involving DOE or other federal agencies, as directed by the Contracting Officer. Such work does not include Emergency and Disaster Preparedness, as required by Section C.2.1.10.
- (b) The Contractor shall provide special consultative services and additional occupational health services not required by the Firm-Fixed Price portion of the Contract, and not capable of being performed within the Minimum Staffing Level, as defined in Section J, Attachment J-9, Annual Minimum Staffing Level.

It is anticipated that performance of IDIQ work will require the following positions: Physicians, Physicians Assistants, Psychologists, Nurses/Nurse Practitioners, Case Managers, Epidemiologists, Certified Medical Assistants, Certified Industrial Hygienists, or Registered X-Ray Technicians. Position Descriptions for these positions are defined in Section H.13, Qualification of Medical Personnel – Non-Key. Services of such personnel shall be performed by the Contractor at the Rates identified in Section B. If IDIQ work requires additional positions, the Government and the Contractor may negotiate additional positions and associated rates.

IDIQ work will be ordered by the Government under Task Orders issued pursuant to Section H clause entitled “Task Ordering Procedure”.

PART II –CONTRACT CLAUSES
SECTION I
TABLE OF CONTENTS

The following Clauses apply to the Scope of the Contract.....	14
I.1 FAR 52.202-1 DEFINITIONS (JUL 2004) as modified by DEAR 952.202-1 (MAR 2002).....	14
I.2 FAR 52.203-3 GRATUITIES (APR 1984).....	14
I.3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984).....	14
I.4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006).....	14
I.5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010).....	14
I.6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS...	14
I.7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER...	14
I.8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010).....	14
I.9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2010).....	14
I.10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER (S) (DEC 2007).....	14
I.10A FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017).....	14
I.11 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000).....	14
I.12 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008).....	14
I.13 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011).....	14
I.13A FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016).....	14
I.13B FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (JUL 2018).....	14
I.14 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010).....	15
I.15 FAR 52.209-9 UPDATES ON PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011).....	15
I.16 FAR 52.215-2 AUDIT AND RECORDS – NEGOTIATION (OCT 2010).....	15

<u>I.17 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)</u>	<u>15</u>
<u>I.18 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (OCT 2010)</u>	<u>15</u>
<u>I.19 FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 2010)</u>	<u>15</u>
<u>I.20 FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)</u>	<u>15</u>
<u>I.21 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)</u>	<u>15</u>
<u>I.22 FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)</u>	<u>15</u>
<u>I.23 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT (PRB) OTHER THAN PENSIONS (JUL 2005)</u>	<u>15</u>
<u>I.24 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)</u>	<u>15</u>
<u>I.25 FAR 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA –MODIFICATIONS (OCT 2010)</u>	<u>15</u>
<u>I.26 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) ALTERNATE I (OCT 2009)</u>	<u>15</u>
<u>I.27 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)</u>	<u>15</u>
<u>I.28 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)</u>	<u>16</u>
<u>I.29 FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)</u>	<u>16</u>
<u>I.30 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)</u>	<u>16</u>
<u>I.31 FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)</u>	<u>16</u>
<u>I.32 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)</u>	<u>16</u>
<u>I.33 FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)</u>	<u>16</u>
<u>I.34 FAR 52.222-3 CONVICT LABOR (JUN 2003)</u>	<u>16</u>
<u>I.35 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (JUL 2005)</u>	<u>16</u>
<u>I.36 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)</u>	<u>16</u>
<u>I.37 FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)</u>	<u>16</u>
<u>I.38 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEPT 2010)</u>	<u>16</u>
<u>I.39 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)</u>	<u>16</u>

<u>I.40</u>	<u>FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)</u>	<u>16</u>
<u>I.41</u>	<u>FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACTION (DEC 2010)</u>	<u>16</u>
<u>I.42</u>	<u>FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)</u>	<u>17</u>
<u>I.43</u>	<u>FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)</u>	<u>17</u>
<u>I.44</u>	<u>FAR 52.222-50 COMBATING TRAFFICING IN PERSONS (FEB 2009)</u>	<u>17</u>
<u>I.45</u>	<u>FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)</u>	<u>17</u>
<u>I.45A</u>	<u>FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)</u>	<u>17</u>
<u>I.46</u>	<u>FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)</u>	<u>17</u>
<u>I.47</u>	<u>FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), ALTERNATE I (JUL 1995)</u>	<u>17</u>
<u>I.48</u>	<u>FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)</u>	<u>17</u>
<u>I.49</u>	<u>FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)</u>	<u>17</u>
<u>I.50</u>	<u>FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008)</u>	<u>18</u>
<u>I.51</u>	<u>FAR 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)</u>	<u>19</u>
<u>I.52</u>	<u>FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)</u>	<u>19</u>
<u>I.53</u>	<u>FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)</u>	<u>19</u>
<u>I.54</u>	<u>FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)</u>	<u>19</u>
<u>I.55</u>	<u>FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)</u>	<u>19</u>
<u>I.56</u>	<u>FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)</u>	<u>19</u>
<u>I.57</u>	<u>FAR 52.224-2 PRIVACY ACT (APR 1984)</u>	<u>19</u>
<u>I.58</u>	<u>FAR 52.225-1 BUY AMERICAN ACT-SUPPLIES (FEB 2009)</u>	<u>19</u>
<u>I.59</u>	<u>FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)</u>	<u>19</u>
<u>I.60</u>	<u>FAR 52.227-14 RIGHTS IN DATA – GENERAL (DEC 2007)</u>	<u>19</u>
<u>I.61</u>	<u>FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987)</u>	<u>19</u>
<u>I.62</u>	<u>FAR 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)</u>	<u>19</u>
<u>I.63</u>	<u>FAR 52.228-11 FAR 52.228-11 PLEDGES OF ASSETS (SEP 2009)</u>	<u>19</u>

<u>I.64</u>	<u>FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)</u>	<u>19</u>
<u>I.65</u>	<u>FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2010)</u>	<u>19</u>
<u>I.66</u>	<u>FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2008)</u>	<u>19</u>
<u>I.67</u>	<u>FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUNE 2010)</u>	<u>19</u>
<u>I.68</u>	<u>FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)</u>	<u>20</u>
<u>I.69</u>	<u>FAR 52.232-17 INTEREST (OCT 2010)</u>	<u>20</u>
<u>I.70</u>	<u>FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)</u>	<u>20</u>
<u>I.71</u>	<u>FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)</u>	<u>20</u>
<u>I.72</u>	<u>FAR 52.232-25 PROMPT PAYMENT (OCT 2008)</u>	<u>20</u>
<u>I.73</u>	<u>FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)</u>	<u>20</u>
<u>I.74</u>	<u>FAR 52.233-1 DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)</u>	<u>20</u>
<u>I.75</u>	<u>FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)</u>	<u>20</u>
<u>I.76</u>	<u>FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)</u>	<u>20</u>
<u>I.77</u>	<u>FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)</u>	<u>20</u>
<u>I.78</u>	<u>FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)</u>	<u>20</u>
<u>I.79</u>	<u>FAR 52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)</u>	<u>20</u>
<u>I.80</u>	<u>FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)</u>	<u>21</u>
<u>I.81</u>	<u>FAR 52.242-13 BANKRUPTCY (JUL 1995)</u>	<u>21</u>
<u>I.82</u>	<u>FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)</u>	<u>21</u>
<u>I.83</u>	<u>FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)</u>	<u>21</u>
<u>I.84</u>	<u>FAR 52.245-1 GOVERNMENT PROPERTY (AUG 2010) – ALTERNATE I (AUG 2010)</u>	<u>21</u>
<u>I.85</u>	<u>FAR 52.245-9 USE AND CHARGES (AUG 2010)</u>	<u>21</u>
<u>I.86</u>	<u>FAR 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)</u>	<u>21</u>
<u>I.87</u>	<u>FAR 52.248-1 VALUE ENGINEERING (OCT 2010)</u>	<u>22</u>
<u>I.88</u>	<u>FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)</u>	<u>22</u>
<u>I.89</u>	<u>FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)</u>	<u>22</u>
<u>I.90</u>	<u>DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)</u>	<u>22</u>

<u>I.91</u>	<u>DEAR 952.204-2 SECURITY REQUIREMENTS (MAR 2011)</u>	<u>22</u>
<u>I.92</u>	<u>DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)</u>	<u>22</u>
<u>I.93</u>	<u>DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)</u>	<u>22</u>
<u>I.94</u>	<u>DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)</u>	<u>22</u>
<u>I.95</u>	<u>DEAR 952.208-70 PRINTING (APR 1984)</u>	<u>22</u>
<u>I.96</u>	<u>DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)</u>	<u>22</u>
<u>I.97</u>	<u>DEAR 952.219-70 DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000)</u>	<u>22</u>
<u>I.98</u>	<u>DEAR 952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH TO WORK PLANNING AND EXECUTION (DEC 2000)</u>	<u>22</u>
<u>I.99</u>	<u>DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)</u>	<u>22</u>
<u>I.100</u>	<u>DEAR 952.224-70 PAPERWORK REDUCTION ACT (APR 1994)</u>	<u>23</u>
<u>I.101</u>	<u>DEAR 952.226-74 DISPLACED EMPLOYEES HIRING PREFERENCE (JUN 1997)</u>	<u>23</u>
<u>I.102</u>	<u>DEAR 952.227-82 RIGHTS TO PROPOSAL DATA (APR 1994)</u>	<u>23</u>
<u>I.103</u>	<u>DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)</u>	<u>23</u>
<u>I.104</u>	<u>DEAR 952.247-70 FOREIGN TRAVEL (DEC 2000)</u>	<u>23</u>
<u>I.105</u>	<u>DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)</u>	<u>23</u>
<u>I.106</u>	<u>DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNT (DEC 2000)</u>	<u>23</u>
<u>I.107</u>	<u>DEAR 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000)</u>	<u>23</u>
<u>I.108</u>	<u>DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014) (DEVIATION)</u>	<u>23</u>
<u>I.109</u>	<u>DEAR 970.5223-3 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)</u>	<u>25</u>
<u>I.110</u>	<u>DEAR 970.5226- 3 COMMUNITY COMMITMENT (DEC 2000)</u>	<u>26</u>
<u>I.111</u>	<u>DEAR 970.5227-1 RIGHTS IN DATA-FACILITIES (DEC 2000)</u>	<u>26</u>
<u>I.112</u>	<u>DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002)</u>	<u>26</u>
<u>I.113</u>	<u>DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)</u>	<u>26</u>
<u>I.114</u>	<u>DEAR 970.5227-6 PATENT INDEMNITY-SUBCONTRACTS (DEC 2000)</u>	<u>26</u>
	<u>The following Clauses only apply to the FIRM FIXED PRICE Scope of the Contract</u>	<u>26</u>
<u>I.115</u>	<u>FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)</u>	<u>26</u>
<u>I.116</u>	<u>FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)</u>	<u>26</u>

<u>I.117 FAR 52.227-9 REFUND OF ROYALTIES (APR 1984)</u>	<u>26</u>
<u>I.118 FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)</u>	<u>26</u>
<u>I.119 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)</u>	<u>26</u>
<u>I.120 FAR 52.232-1 PAYMENTS (APR 1984)</u>	<u>26</u>
<u>I.121 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)</u>	<u>26</u>
<u>I.122 FAR 52.232-11 EXTRAS (APR 1984)</u>	<u>26</u>
<u>I.123 RESERVED</u>	<u>26</u>
<u>I.123A FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)</u>	<u>27</u>
<u>I.124 FAR 52.243-1 CHANGES - FIXED PRICE (AUG 1987) - ALTERNATE II (APR 1984)</u>	<u>32</u>
<u>I.125 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)</u>	<u>32</u>
<u>I.126 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)</u>	<u>32</u>
<u>The following Clauses only apply to the COST REIMBURSEMENT Scope of the Contract</u>	<u>32</u>
<u>I.127 FAR 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)</u>	<u>32</u>
<u>I.128 FAR 52.216-11 COST CONTRACT – NO FEE (APR 1984)</u>	<u>32</u>
<u>I.129 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)</u>	<u>32</u>
<u>I.130 FAR 52.228-7 INSURANCE-LIABILITY TO THIRD PERSONS (MAR 1996)</u>	<u>32</u>
<u>I.131 FAR 52.232-20 LIMITATION OF COST (APR 1984)</u>	<u>32</u>
<u>I.132 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)</u>	<u>32</u>
<u>I.133 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)</u>	<u>32</u>
<u>I.134 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)</u>	<u>32</u>
<u>I.135 FAR 52.243-2 CHANGES- COST REIMBURSEMENT (AUG 1987) ALTERNATE I (AUG 1987)</u>	<u>32</u>
<u>I.136 FAR 52.244-2 SUBCONTRACTS (OCT 2010) ALTERNATE I (JUNE 2007)</u>	<u>32</u>
<u>I.137 FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004)</u>	<u>32</u>
<u>I.138 FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)</u>	<u>32</u>
<u>The following Clauses only apply to the INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) Scope of the Contract</u>	<u>32</u>
<u>I.139 FAR 52.216-18 ORDERING (OCT 1995)</u>	<u>32</u>
<u>I.140 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)</u>	<u>33</u>
<u>I.141 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)</u>	<u>33</u>
<u>The following Clauses apply to the Scope of the Contract</u>	<u>34</u>

<u>I.142 FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) - ALTERNATE I (MAY 2011)</u>	<u>34</u>
<u>I.143 FAR 52.223-16 ACQUISITION OF EPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS (JUN 2014)</u>	<u>34</u>
<u>I.144 FAR 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)</u>	<u>34</u>
<u>I.145 FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)</u>	<u>34</u>
<u>I.146 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)</u>	<u>34</u>
<u>I.147 FAR 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015) (DEVIATION)</u>	<u>34</u>
<u>The following Clauses apply to the Scope of the Contract</u>	<u>8</u>
<u>I.1 FAR 52.202-1 DEFINITIONS (JUL 2004) as modified by DEAR 952.202-1 (MAR 2002)</u>	<u>8</u>
<u>I.2 FAR 52.203-3 GRATUITIES (APR 1984)</u>	<u>8</u>
<u>I.3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)</u>	<u>8</u>
<u>I.4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)</u>	<u>8</u>
<u>I.5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)</u>	<u>8</u>
<u>I.6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS</u>	<u>8</u>
<u>I.7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER</u>	<u>8</u>
<u>I.8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)</u>	<u>8</u>
<u>I.9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2010)</u>	<u>8</u>
<u>I.10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER (S) (DEC 2007)</u>	<u>8</u>
<u>I.10A FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)</u>	<u>8</u>
<u>I.11 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)</u>	<u>8</u>
<u>I.12 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)</u>	<u>8</u>
<u>I.13 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)</u>	<u>8</u>
<u>I.13A FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)</u>	<u>8</u>

I.14	FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)	8
I.15	FAR 52.209-9 UPDATES ON PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)	9
I.16	FAR 52.215-2 AUDIT AND RECORDS—NEGOTIATION (OCT 2010)	9
I.17	FAR 52.215-8 ORDER OF PRECEDENCE—UNIFORM CONTRACT FORMAT (OCT 1997)	9
I.18	FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA—MODIFICATIONS (OCT 2010)	9
I.19	FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS (OCT 2010)	9
I.20	FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)	9
I.21	FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)	9
I.22	FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)	9
I.23	FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT (PRB) OTHER THAN PENSIONS (JUL 2005)	9
I.24	FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)	9
I.25	FAR 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA—MODIFICATIONS (OCT 2010)	9
I.26	FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) ALTERNATE I (OCT 2009)	9
I.27	FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	9
I.28	FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	10
I.29	FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET ASIDE (JUNE 2003)	10
I.30	FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)	10
I.31	FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)	10
I.32	FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)	10
I.33	FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	10
I.34	FAR 52.222-3 CONVICT LABOR (JUN 2003)	10

I.35	FAR 52.222 4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION (JUL 2005)	10
I.36	FAR 52.222 21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	10
I.37	FAR 52.222 26 EQUAL OPPORTUNITY (MAR 2007)	10
I.38	FAR 52.222 35 EQUAL OPPORTUNITY FOR VETERANS (SEPT 2010)	10
I.39	FAR 52.222 36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)	10
I.40	FAR 52.222 37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)	10
I.41	FAR 52.222 40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACTION (DEC 2010)	10
I.42	FAR 52.222 41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)	10
I.43	FAR 52.222 42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)	11
I.44	FAR 52.222 50 COMBATING TRAFFICING IN PERSONS (FEB 2009)	11
I.45	FAR 52.222 54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)	11
I.45A	FAR 52.222 55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)	11
I.46	FAR 52.223 2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)	11
I.47	FAR 52.223 3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), ALTERNATE I (JUL 1995)	11
I.48	FAR 52.223 6 DRUG FREE WORKPLACE (MAY 2001)	11
I.49	FAR 52.223 7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)	11
I.50	FAR 52.223 9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED ITEMS. (MAY 2008)	12
I.51	FAR 52.223 10 WASTE REDUCTION PROGRAM (AUG 2000)	13
I.52	FAR 52.223 14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)	13
I.53	FAR 52.223 15 ENERGY EFFICIENCY IN ENERGY CONSUMING PRODUCTS (DEC 2007)	13
I.54	FAR 52.223 17 AFFIRMATIVE PROCUREMENT OF EPA DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)	13
I.55	FAR 52.223 18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)	13
I.56	FAR 52.224 1 PRIVACY ACT NOTIFICATION (APR 1984)	13
I.57	FAR 52.224 2 PRIVACY ACT (APR 1984)	13
I.58	FAR 52.225 1 BUY AMERICAN ACT SUPPLIES (FEB 2009)	13

I.59	FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)	13
I.60	FAR 52.227-14 RIGHTS IN DATA—GENERAL (DEC 2007)	13
I.61	FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987)	13
I.62	FAR 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)	13
I.63	FAR 52.228-11 FAR 52.228-11 PLEDGES OF ASSETS (SEP 2009)	13
I.64	FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)	13
I.65	FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2010)	13
I.66	FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2008)	13
I.67	FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUNE 2010)	13
I.68	FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)	14
I.69	FAR 52.232-17 INTEREST (OCT 2010)	14
I.70	FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)	14
I.71	FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)	14
I.72	FAR 52.232-25 PROMPT PAYMENT (OCT 2008)	14
I.73	FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	14
I.74	FAR 52.233-1 DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)	14
I.75	FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)	14
I.76	FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)	14
I.77	FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)	14
I.78	FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)	14
I.79	FAR 52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)	14
I.80	FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)	15
I.81	FAR 52.242-13 BANKRUPTCY (JUL 1995)	15
I.82	FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)	15
I.83	FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)	15
I.84	FAR 52.245-1 GOVERNMENT PROPERTY (AUG 2010) ALTERNATE I (AUG 2010)	15
I.85	FAR 52.245-9 USE AND CHARGES (AUG 2010)	15

I.86	FAR 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)	15
I.87	FAR 52.248-1 VALUE ENGINEERING (OCT 2010)	16
I.88	FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	16
I.89	FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)	16
I.90	DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)	16
I.91	DEAR 952.204-2 SECURITY REQUIREMENTS (MAR 2011)	16
I.92	DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)	16
I.93	DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)	16
I.94	DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)	16
I.95	DEAR 952.208-70 PRINTING (APR 1984)	16
I.96	DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)	16
I.97	DEAR 952.219-70 DOE MENTOR PROTÉGÉ PROGRAM (MAY 2000)	16
I.98	DEAR 952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH TO WORK PLANNING AND EXECUTION (DEC 2000)	16
I.99	DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)	16
I.100	DEAR 952.224-70 PAPERWORK REDUCTION ACT (APR 1994)	17
I.101	DEAR 952.226-74 DISPLACED EMPLOYEES HIRING PREFERENCE (JUN 1997)	17
I.102	DEAR 952.227-82 RIGHTS TO PROPOSAL DATA (APR 1994)	17
I.103	DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)	17
I.104	DEAR 952.247-70 FOREIGN TRAVEL (DEC 2000)	17
I.105	DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)	17
I.106	DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNT (DEC 2000)	17
I.107	DEAR 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000)	17
I.108	DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014) (DEVIATION)	17
I.109	DEAR 970.5223-3 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)	19
I.110	DEAR 970.5226-3 COMMUNITY COMMITMENT (DEC 2000)	20
I.111	DEAR 970.5227-1 RIGHTS IN DATA FACILITIES (DEC 2000)	20
I.112	DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002)	20
I.113	DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)	20

I.114	DEAR 970.5227-6 PATENT INDEMNITY SUBCONTRACTS (DEC 2000)	20
	The following Clauses only apply to the FIRM FIXED PRICE Scope of the Contract	20
I.115	FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)	20
I.116	FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)	20
I.117	FAR 52.227-9 REFUND OF ROYALTIES (APR 1984)	20
I.118	FAR 52.228-5 INSURANCE WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	20
I.119	FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)	20
I.120	FAR 52.232-1 PAYMENTS (APR 1984)	20
I.121	FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)	20
I.122	FAR 52.232-11 EXTRAS (APR 1984)	20
I.123	RESERVED	20
I.123A	FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)	21
I.124	FAR 52.243-1 CHANGES FIXED PRICE (AUG 1987) ALTERNATE II (APR 1984)	26
I.125	FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (MAY 2004)	26
I.126	FAR 52.249-8 DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 1984)	26
	The following Clauses only apply to the COST REIMBURSEMENT Scope of the Contract	26
I.127	FAR 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)	26
I.128	FAR 52.216-11 COST CONTRACT NO FEE (APR 1984)	26
I.129	FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)	26
I.130	FAR 52.228-7 INSURANCE LIABILITY TO THIRD PERSONS (MAR 1996)	26
I.131	FAR 52.232-20 LIMITATION OF COST (APR 1984)	26
I.132	FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)	26
I.133	FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)	26
I.134	FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)	26
I.135	FAR 52.243-2 CHANGES COST REIMBURSEMENT (AUG 1987) ALTERNATE I (AUG 1987)	26
I.136	FAR 52.244-2 SUBCONTRACTS (OCT 2010) ALTERNATE I (JUNE 2007)	26
I.137	FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004)	26
I.138	FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)	26

~~The following Clauses only apply to the INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) Scope of the Contract 26~~

~~I.139 FAR 52.216 18 ORDERING (OCT 1995)..... 26~~

~~I.140 FAR 52.216 19 ORDER LIMITATIONS (OCT 1995)..... 27~~

~~I.141 FAR 52.216 22 INDEFINITE QUANTITY (OCT 1995)..... 27~~

~~The following Clauses apply to the Scope of the Contract..... 28~~

~~I.142 FAR 52.223 5 POLLUTION PREVENTION AND RIGHT TO KNOW INFORMATION (MAY 2011) ALTERNATE I (MAY 2011)..... 28~~

~~I.143 FAR 52.223 16 ACQUISITION OF EPEAT REGISTERED PERSONAL COMPUTER PRODUCTS (JUN 2014)..... 28~~

~~I.144 FAR 52.223 19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)..... 28~~

~~I.145 FAR 52.251 1 GOVERNMENT SUPPLY SOURCES (APR 2012)..... 28~~

~~I.146 FAR 52.203 17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)..... 28~~

~~I.147 FAR 52.203 99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015) (DEVIATION) 28~~

SECTION I
CONTRACT CLAUSES

The following Clauses apply to the Scope of the Contract

- I.1 FAR 52.202-1 DEFINITIONS (JUL 2004) as modified by DEAR 952.202-1 (MAR 2002)
- I.2 FAR 52.203-3 GRATUITIES (APR 1984)
- I.3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- I.4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
- I.5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)
- I.6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- I.7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- I.8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- I.9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2010)
- I.10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER (S) (DEC 2007)
- I.10A FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)
- I.11 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- I.12 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)
- I.13 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- I.13A FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2016)

I.13B FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE.

SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY
LAB AND OTHER COVERED ENTITIES (JUL 2018)

- I.14 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)
- I.15 FAR 52.209-9 UPDATES ON PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)
- I.16 FAR 52.215-2 AUDIT AND RECORDS – NEGOTIATION (OCT 2010)
- I.17 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
- I.18 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (OCT 2010)
- I.19 FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
- I.20 FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)
- I.21 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
- I.22 FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
- I.23 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT (PRB) OTHER THAN PENSIONS (JUL 2005)
- I.24 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- I.25 FAR 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA –MODIFICATIONS (OCT 2010)
- I.26 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) ALTERNATE I (OCT 2009)
- I.27 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

written notice to the Contractor within **60 days** of the end of the contract.

- I.28 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
 - (a) The Government may extend the term of this contract by written notice to the Contractor within **60 days** of the end of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
 - (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
 - (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **six (6)** years.
- I.29 FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)
- I.30 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)
- I.31 FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
- I.32 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)
- I.33 FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- I.34 FAR 52.222-3 CONVICT LABOR (JUN 2003)
- I.35 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (JUL 2005)
- I.36 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- I.37 FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- I.38 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEPT 2010)
- I.39 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
- I.40 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
- I.41 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACTION (DEC 2010)

- I.42 FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)
- I.43 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

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

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

** Wage rate is salary/2087.

- I.44 FAR 52.222-50 COMBATING TRAFFICING IN PERSONS (FEB 2009)
- I.45 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
- I.45A FAR 52.222-55 MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)
- I.46 FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)
- I.47 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), ALTERNATE I (JUL 1995)
- I.48 FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- I.49 FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, **60* days** prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the *Code of Federal Regulations*, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the

activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

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

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

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

- (a) *Definitions.* As used in this clause—
- “Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”
- “Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

- (b) The Contractor, on completion of this contract, shall—

- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
- (2) Submit this estimate to the Contracting.

- I.51 FAR 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)
- I.52 FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- I.53 FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
- I.54 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
- I.55 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- I.56 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- I.57 FAR 52.224-2 PRIVACY ACT (APR 1984)
- I.58 FAR 52.225-1 BUY AMERICAN ACT-SUPPLIES (FEB 2009)
- I.59 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
- I.60 FAR 52.227-14 RIGHTS IN DATA – GENERAL (DEC 2007)
- I.61 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987)
- I.62 FAR 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
- I.63 FAR 52.228-11 FAR 52.228-11 PLEDGES OF ASSETS (SEP 2009)
- I.64 FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)
- I.65 FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2010)
- I.66 FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2008)
- I.67 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUNE 2010)

- I.68 FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- I.69 FAR 52.232-17 INTEREST (OCT 2010)
- I.70 FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- I.71 FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)
- I.72 FAR 52.232-25 PROMPT PAYMENT (OCT 2008)
- I.73 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
- I.74 FAR 52.233-1 DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)
- I.75 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)
- I.76 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- I.77 FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- I.78 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)
- I.79 FAR 52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)

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

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

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

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

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

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

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

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

I.87 FAR 52.248-1 VALUE ENGINEERING (OCT 2010)

I.88 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

I.89 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.90 DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

I.91 DEAR 952.204-2 SECURITY REQUIREMENTS (MAR 2011)

I.92 DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)

I.93 DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)

I.94 DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)

I.95 DEAR 952.208-70 PRINTING (APR 1984)

I.96 DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)

I.97 DEAR 952.219-70 DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000)

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

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

I.99 DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL

RADIATION EXPOSURE RECORDS (APR 1984)

- I.100 DEAR 952.224-70 PAPERWORK REDUCTION ACT (APR 1994)
- I.101 DEAR 952.226-74 DISPLACED EMPLOYEES HIRING PREFERENCE (JUN 1997)
- I.102 DEAR 952.227-82 RIGHTS TO PROPOSAL DATA (APR 1994)
- I.103 DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)
- I.104 DEAR 952.247-70 FOREIGN TRAVEL (DEC 2000)
- I.105 DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)
- I.106 DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNT (DEC 2000)
- I.107 DEAR 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000)
- I.108 DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014)
(DEVIATION)

(a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."

(b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.

- (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.
- (2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the

contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);

- (3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and
 - (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
 - (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
 - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
 - (ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
 - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.
- (d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection,

copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

- (e) Applicability. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.
- (f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.
- (g) Subcontracts.
 - (1) The contractor shall include the requirements of this clause in all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223-72 , or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.
 - (2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

ABUSE PROGRAMS AT DOE SITES (DEC 2010)

I.110 DEAR 970.5226- 3 COMMUNITY COMMITMENT (DEC 2000)

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

I.111 DEAR 970.5227-1 RIGHTS IN DATA-FACILITIES (DEC 2000)

I.112 DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002)

I.113 DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)

I.114 DEAR 970.5227-6 PATENT INDEMNITY-SUBCONTRACTS (DEC 2000)

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

I.115 FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)

I.116 FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

I.117 FAR 52.227-9 REFUND OF ROYALTIES (APR 1984)

I.118 FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

I.119 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

I.120 FAR 52.232-1 PAYMENTS (APR 1984)

I.121 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

I.122 FAR 52.232-11 EXTRAS (APR 1984)

I.123 RESERVED

I.123A FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the **30th** day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.*

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount

from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under

this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(1) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (1)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments

have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

- I.124 FAR 52.243-1 CHANGES - FIXED PRICE (AUG 1987) - ALTERNATE II (APR 1984)
- I.125 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
- I.126 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

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

- I.127 FAR 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)
- I.128 FAR 52.216-11 COST CONTRACT – NO FEE (APR 1984)
- I.129 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)
- I.130 FAR 52.228-7 INSURANCE-LIABILITY TO THIRD PERSONS (MAR 1996)
- I.131 FAR 52.232-20 LIMITATION OF COST (APR 1984)
- I.132 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)
- I.133 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
- I.134 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
- I.135 FAR 52.243-2 CHANGES- COST REIMBURSEMENT (AUG 1987) ALTERNATE I (AUG 1987)
- I.136 FAR 52.244-2 SUBCONTRACTS (OCT 2010) ALTERNATE I (JUNE 2007)
- I.137 FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004)
- I.138 FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)

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

- I.139 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by

issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **the date of contract award** through **the end of contract performance**.

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.140 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor --
 - (1) Any order for a single item in excess of \$25,000;
 - (2) Any order for a combination of items in excess of \$100,000; or
 - (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor’s intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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

The following Clauses apply to the Scope of the Contract

- I.142 FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) - ALTERNATE I (MAY 2011)
- I.143 FAR 52.223-16 ACQUISITION OF EPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS (JUN 2014)
- I.144 FAR 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)
- I.145 FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)
- I.146 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
- I.147 FAR 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015) (DEVIATION)
 - (a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors

from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

- (b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- (d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.