

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES	
			1	65
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
0895	See Block 16C	20EM001384		
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN H5-20 Richland WA 99352	893039	Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN H5-20 Richland WA 99352	00601	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.	
MISSION SUPPORT ALLIANCE, LLC Attn: ROBERT MILLER POST OFFICE BOX 650 RICHLAND WA 99352				
			9B. DATED (SEE ITEM 11)	
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-09RL14728	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE		04/28/2009	
010605464				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> 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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
Not Applicable				
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.			
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).			
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 6.302-1, and by mutual agreement			
	D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)				
This modification is being executed to continue performance of the Mission Support Contract work scope and extends the period of performance six (6) months, through November 25, 2020, with a 6-month option period with a period of performance of November 26, 2020, through May 25, 2021. This modification revises Contract Section B, Supplies or Services and Prices/Costs, and Section F, Deliveries or Performance, to reflect the extension. Sections B and F are replaced in their entirety.				
The total estimated direct funded not-to-exceed (NTE) cost for the extension period (May 26, 2020, through November 25, 2020) is increased by \$54,000,000.00. The total estimated Other Hanford Contractors (OHC) Usage-Based Services (UBS) NTE cost for the extension period is increased by \$21,000,000.00, for a total contract value NTE increase of 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)		
		Timothy E. Corbett		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
_____		Signature on File	05/12/2020	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
			1 65
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
0895	See Block 16C	20EM001384	
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE
Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN H5-20 Richland WA 99352	893039	Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN H5-20 Richland WA 99352	00601
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
MISSION SUPPORT ALLIANCE, LLC Attn: ROBERT MILLER POST OFFICE BOX 650 RICHLAND WA 99352			
			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-09RL14728
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		04/28/2009
010605464			

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Not Applicable

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 6.302-1, and by mutual agreement
	D. OTHER (Specify type of modification and authority)

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

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

This modification is being executed to continue performance of the Mission Support Contract work scope and extends the period of performance six (6) months, through November 25, 2020, with a 6-month option period with a period of performance of November 26, 2020, through May 25, 2021. This modification revises Contract Section B, Supplies or Services and Prices/Costs, and Section F, Deliveries or Performance, to reflect the extension. Sections B and F are replaced in their entirety.

The total estimated direct funded not-to-exceed (NTE) cost for the extension period (May 26, 2020, through November 25, 2020) is increased by \$54,000,000.00. The total estimated Other Hanford Contractors (OHC) Usage-Based Services (UBS) NTE cost for the extension period is increased by \$21,000,000.00, for a total contract value NTE increase of 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)	
		Timothy E. Corbett	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
_____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)	05/12/2020

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC06-09RL14728/0895

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NAME OF OFFEROR OR CONTRACTOR
MISSION SUPPORT ALLIANCE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>\$75,000,000.00 for the total extension period through November 25, 2020.</p> <p>Total obligations remain at \$3,331,497,173.10. There is no change in the total obligations. The costs for this extension period will be incrementally funded through subsequent funding modifications, up to the Mission Support Contract direct-funded contract price.</p> <p>The total contract value is increased by \$75,000,000.00 from \$4,601,973,857.04 to \$4,676,973,857.04. Clause B.4 Tables are revised as attached in Attachment 1, Changes.</p> <p>If bilateral agreement on the extension price is not reached prior to July 15, 2020, the definitization schedule for this modification is as follows:</p> <p>Contractor Submittal of Technical, Cost, and Fee Proposal Due - 45 Days Commence Negotiations - 100 Days Mutual Agreement on Definitization - 110 Days Execute Definitization Contract Modification - 120 Days</p> <p>*Date is specified as the number of calendar days after government execution of this modification.</p> <p>Upon completion of negotiations, RL will execute a definitization modification to adjust the total contract value, including the \$75,000,000.00 increase in contract value provided in this modification. Pending the results of incurred cost audits and other reviews, further adjustments may be warranted.</p> <p>This modification does not add additional obligated funds to the contract as the work is incrementally funded. Accordingly, work under the Contract, such as described herein, must be performed within the amount of funds which have been allotted to the contract in accordance with Clause I.82 FAR 52.232.22 - Limitation of Funds (Apr 1984).</p> <p>Attachments: Attachment 1 - Changes Attachment 2 - Section B Conformed Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC06-09RL14728/0895

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NAME OF OFFEROR OR CONTRACTOR
MISSION SUPPORT ALLIANCE, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Attachment 3 - Section F Conformed Attachment 4 - Section I Conformed There are no other changes to the terms and conditions of the contract. Payment: FOB: Destination Period of Performance: 05/26/2009 to 11/25/2020				

The following revisions are included with this modification:

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.3 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Obligation of Funds - Direct Funding. Pursuant to the Section I Clause entitled, *FAR 52.232-22, Limitation of Funds*, total funds in the amount of \$3,331,497,173.10 have been allotted for obligation and are available for payment of services provided from the effective date of this Contract through ~~May~~ November 25, 2020.

B.4 CONTRACT COST AND CONTRACT FEE

Table B.4-1, Contract Cost and Contract Fee						
Contract Period Year of Performance	Elements of Estimated Contract Cost and Contract Fee					
	Estimated Direct Funded Cost (a)	Estimated OHC UBS Cost (b)	Available Award Fee (c)	Estimated Contract Price (d)	Estimated OHC UBS Revenue (e)	Estimated Direct Funded Contract Price (f)
Transition Period*	\$6,203,827.00	\$0.00	\$0.00	\$6,203,827.00	\$0.00	\$6,203,827.00
*Transition Period Costs are included in FY2009 costs						
Base Period						
<i>Fiscal Year 2009</i>	\$28,409,658.00	\$5,107,928.00	\$1,964,317.00	\$35,481,903.00	(\$5,107,928.00)	\$30,373,975.00
<i>Fiscal Year 2010</i>	\$296,952,390.00	\$134,041,493.00	\$20,422,025.00	\$451,415,908.00	\$(134,041,493.00)	\$317,374,415.00
<i>Fiscal Year 2011</i>	\$277,738,679.00	\$168,232,316.00	\$26,164,766.00	\$472,135,761.00	\$(168,232,316.00)	\$303,903,445.00
<i>Fiscal Year 2012</i>	\$250,004,284.00	\$91,837,218.00	\$21,226,918.00	\$363,068,420.00	\$(91,837,218.00)	\$271,231,202.00
<i>Fiscal Year 2013</i>	\$321,405,547.00	\$85,074,223.00	\$21,030,647.00	\$427,510,417.00	\$(85,074,223.00)	\$342,436,194.00
<i>Fiscal Year 2014</i>	\$187,724,694.00	\$33,461,011.00	\$12,130,099.00	\$233,315,804.00	\$(33,461,011.00)	\$199,854,793.00
Total Base Period	\$1,362,235,252.00	\$517,754,189.00	\$102,938,772.00	\$1,982,928,213.00	(\$517,754,189.00)	\$1,465,174,024.00
Option Period(s)						
Option Period 1						
<i>Fiscal Year 2014</i>	\$96,503,198.00	\$20,074,957.00	\$6,856,390.00	\$123,434,545.00	(\$20,074,957.00)	\$103,359,588.00
<i>Fiscal Year 2015</i>	\$297,348,012.00	\$72,703,914.00	\$21,043,816.00	\$391,095,742.00	(\$72,703,914.00)	\$318,391,828.00
<i>Fiscal Year 2016</i>	\$282,441,350.00	\$82,635,068.00	\$21,102,775.00	\$386,179,193.00	(\$82,635,068.00)	\$303,544,125.00
<i>Fiscal Year 2017</i>	\$197,833,591.00	\$70,245,452.00	\$14,457,708.00	\$282,536,751.00	(\$70,245,452.00)	\$212,291,299.00
Total Option Period 1	\$874,126,151.00	\$245,659,391.00	\$63,460,689.00	\$1,183,246,231.00	(\$245,659,391.00)	\$937,586,840.00
Option Period 2						
<i>Fiscal Year 2017</i>	\$97,818,101.00	\$38,232,091.00	\$7,230,829.00	\$143,281,021.00	(\$38,232,091.00)	\$105,048,930.00
<i>Fiscal Year 2018</i>	\$300,288,159.00	\$113,316,618.00	\$22,230,755.00	\$435,835,532.00	\$(113,316,618.00)	\$322,518,914.00
<i>Fiscal Year 2019</i>	\$211,961,814.00	\$76,710,896.00	\$14,621,351.00	\$303,294,061.00	(\$76,710,896.00)	\$226,583,165.00
Total Option Period 2	\$610,068,074.00	\$228,259,605.00	\$44,082,935.00	\$882,410,614.00	(\$228,259,605.00)	\$654,151,009.00
Total Option Period(s)	\$1,484,194,225.00	\$473,918,996.00	\$107,543,624.00	\$2,065,656,845.00	(\$473,918,996.00)	\$1,591,737,849.00

Extension Period(s)						
Extension Period 1						
May 26, 2019 through September 30, 2019	\$133,842,974.00	\$46,952,289.00	\$8,612,281.00	\$189,407,544.00	(\$46,952,289.00)	\$142,455,255.00
October 1, 2019 through November 25, 2019	\$59,392,345.00	\$22,127,853.00	\$4,135,036.00	\$85,655,234.00	(\$22,127,853.00)	\$63,527,381.00
Total Extension Period 1	\$193,235,319.00	\$69,080,142.00	\$12,747,317.00	\$275,062,778.00	(\$69,080,142.00)	\$205,982,636.00
Extension Period 2						
November 26, 2019 through May 25, 2020	\$182,300,000.00	\$74,000,000.00	\$14,065,000.00	\$270,365,000.00	(\$74,000,000.00)	\$196,365,000.00
Total Extension Period 2	\$182,300,000.00	\$74,000,000.00	\$14,065,000.00	\$270,365,000.00	(\$74,000,000.00)	\$196,365,000.00
Extension Period 3						
<u>May 26, 2020 through September 30, 2020</u>	<u>\$54,000,000.00</u>	<u>\$21,000,000.00</u>	<u>\$0.00</u>	<u>\$75,000,000.00</u>	<u>(\$21,000,000.00)</u>	<u>\$54,000,000.00</u>
<u>October 1, 2020 through November 25, 2020</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>Option Period: November 26, 2020 through May 25, 2021</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total Extension Period 3	\$54,000,000.00	\$21,000,000.00	\$0.00	\$75,000,000.00	(\$21,000,000.00)	\$54,000,000.00
Total Extension Period(s)	\$375,535,319.00 \$429,535,319.00	\$143,080,142.00 \$164,080,142.00	\$26,812,317.00	\$545,427,778.00 \$620,427,778.00	(\$143,080,142.00) (\$164,080,142.00)	\$402,347,636.00 \$456,347,636.00
Total Contract	\$3,221,964,796.00 \$3,275,964,796.00	\$1,134,753,327.00 \$1,155,753,327.00	\$237,294,713.00	\$4,594,012,836.00 \$4,669,012,836.00	(\$1,134,753,327.00) (\$1,155,753,327.00)	\$3,459,259,509.00 \$3,513,259,509.00

Table B.4-2.a, Task Order Cost and Contract Fee for Portfolio Management Task Orders (PMTO)			
Contract Period	Elements of Estimated Contract Cost and Contract Fee		
	Estimated Contract Cost (a)	Estimated Fixed Fee (b)	Contract Price (c)
Base Period			
<i>Fiscal Year 2009</i>	\$39,763.00	\$ -	\$39,763.00
<i>Fiscal Year 2010</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2011</i>	\$375,846.68	\$24,911.00	\$400,757.68
<i>Fiscal Year 2012</i>	\$260,729.31	\$933.00	\$261,662.31
<i>Fiscal Year 2013</i>	\$447,993.05	\$2,926.00	\$450,919.05
<i>Fiscal Year 2014</i>	\$159,524.08	\$9,635.90	\$169,159.98
Total Base Period	\$1,283,856.12	\$38,405.90	\$1,322,262.02
Option Period 1			
<i>Fiscal Year 2014</i>	\$110,041.92	\$6,575.40	\$116,617.32
<i>Fiscal Year 2015</i>	\$451,156.86	\$26,794.00	\$477,950.86
<i>Fiscal Year 2016</i>	\$76,250.01	\$17,699.00	\$93,949.01
<i>Fiscal Year 2017</i>	-\$64,430.12	\$ -	-\$64,430.12
Total Option Period 1	\$573,018.67	\$51,068.40	\$624,087.07

Option Period 2			
<i>Fiscal Year 2017</i>	\$142,248.57	\$5,760.00	\$148,008.57
<i>Fiscal Year 2018</i>	\$448,076.85	\$23,384.72	\$471,461.57
<i>Fiscal Year 2019</i>	\$350,502.19	\$21,099.62	\$371,601.81
Total Option Period 2	\$940,827.61	\$50,244.34	\$991,071.95
Total Option Periods	\$1,513,846.28	\$101,312.74	\$1,615,159.02
Extension Period 1			
May 26, 2019 through September 30, 2019	\$0.00	\$0.00	\$0.00
October 1, 2019 through November 25, 2019	\$0.00	\$0.00	\$0.00
Total Extension Period 1	\$0.00	\$0.00	\$0.00
Extension Period 2			
<i>November 26, 2019 through May 25, 2020</i>	\$0.00	\$0.00	\$0.00
Total Extension Period 2	\$0.00	\$0.00	\$0.00
Extension Period 3			
<u>May 26, 2020 through September 30, 2020</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<u>October 1, 2020 through November 25, 2020</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Option Period: <u>November 26, 2020 through May 25, 2021</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total Extension Period 3	\$0.00	\$0.00	\$0.00
Total Extension Periods	\$0.00	\$0.00	\$0.00
Total Contract	\$2,797,702.40	\$139,718.64	\$2,937,421.04

Table B.4-2.b Request for Service and WFO			
Contract Period	Elements of Estimated Contract Cost and Contract Fee		
	Estimated Contract Cost	Estimated Fixed Fee	Contract Price
<i>Year of Contract Performance</i>			
Base Period			
<i>Fiscal Year 2009</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2010</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2011</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2012</i>	\$1,617,108.00	\$121,188.00	\$1,738,296.00
<i>Fiscal Year 2013</i>	\$715,505.00	\$52,308.00	\$767,813.00
<i>Fiscal Year 2014</i>	\$125,368.00	\$11,345.00	\$136,713.00
Total Base Period	\$2,457,981.00	\$184,841.00	\$2,642,822.00

Option Period 1			
<i>Fiscal Year 2014</i>	\$62,684.00	\$5,673.00	\$68,357.00
<i>Fiscal Year 2015</i>	\$217,339.00	\$17,695.00	\$235,034.00
<i>Fiscal Year 2016</i>	\$291,223.00	\$22,278.00	\$313,501.00
<i>Fiscal Year 2017</i>	\$137,187.00	\$15,142.00	\$152,329.00
Total Option Period 1	\$708,433.00	\$60,788.00	\$769,221.00
Option Period 2			
<i>Fiscal Year 2017</i>	\$68,050.00	\$8,130.00	\$76,180.00
<i>Fiscal Year 2018</i>	\$1,383,611.00	\$46,239.00	\$1,429,850.00
<i>Fiscal Year 2019</i>	\$93,148.00	\$12,379.00	\$105,527.00
Total Option Period 2	\$1,544,809.00	\$66,748.00	\$1,611,557.00
Total Option Periods	\$2,253,242.00	\$127,536.00	\$2,380,778.00
Extension Period 1			
<i>May 26, 2019 through September 30, 2019</i>	\$0.00	\$0.00	\$0.00
<i>October 1, 2019 through November 25, 2019</i>	\$0.00	\$0.00	\$0.00
Total Extension Period 1	\$0.00	\$0.00	\$0.00
Extension Period 2			
<i>November 26, 2019 through May 25, 2020</i>	\$0.00	\$0.00	\$0.00
Total Extension Period 2	\$0.00	\$0.00	\$0.00
Extension Period 3			
<i>May 26, 2020 through September 30, 2020</i>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<i>October 1, 2020 through November 25, 2020</i>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Option Period: <i>November 26, 2020 through May 25, 2021</i>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total Extension Period 3	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Total Extension Periods	\$0.00	\$0.00	\$0.00
Total Contract	\$4,711,223.00	\$312,377.00	\$5,023,600.00

Table B.4-3, Available Award Fee Distribution (excluding Table B.4-2.a and Table B.4-2.b above)					
Contract Period	Available Fee as originally Awarded	Fee associated with contract changes	Total Available Fee	Available Fee Earned & Paid	Fee Forfeited
<i>Fiscal Year 2009</i>	\$1,948,268.00	\$16,049.00	\$1,964,317.00		
<i>Fiscal Year 2010</i>	\$20,261,987.00	\$160,038.00	\$20,422,025.00	\$19,332,431.00	\$3,053,911.00
<i>Fiscal Year 2011</i>	\$25,327,484.00	\$837,282.00	\$26,164,766.00	\$23,956,349.00	\$2,208,417.00
<i>Fiscal Year 2012</i>	\$21,275,349.00	(\$48,431.00)	\$21,226,918.00	\$19,099,251.00	\$2,127,667.00
<i>Fiscal Year 2013</i>	\$20,261,987.00	\$768,660.00	\$21,030,647.00	\$19,352,402.00	\$1,678,245.00
<i>Fiscal Year 2014</i>	\$12,234,861.00	\$(104,762.00)	\$12,130,099.00	\$10,553,429.00	\$1,576,670.00
Total Base Period	\$101,309,936.00	\$1,628,836.00	\$102,938,772.00	\$92,293,862.00	\$10,644,910.00
Option Period(s)					
Option Period 1					
<i>Fiscal Year 2014</i>	\$6,701,089.00	\$155,301.00	\$6,856,390.00	\$5,965,197.00	\$891,193.00
<i>Fiscal Year 2015</i>	\$20,630,771.00	\$413,045.00	\$21,043,816.00	\$18,776,345.00	\$2,267,471.00
<i>Fiscal Year 2016</i>	\$20,081,355.00	\$1,021,420.00	\$21,102,775.00	\$19,249,952.00	\$1,852,823.00
<i>Fiscal Year 2017</i>	\$13,755,623.00	\$702,085.00	\$14,457,708.00	\$13,588,780.00	\$868,928.00
Total Option Period 1	\$61,168,838.00	\$2,291,851.00	\$63,460,689.00	\$57,580,274.00	\$5,880,415.00
Option Period 2					
<i>Fiscal Year 2017</i>	\$6,891,996.00	\$338,833.00	\$7,230,829.00	\$6,796,276.00	\$434,553.00
<i>Fiscal Year 2018</i>	\$21,287,092.00	\$943,663.00	\$22,230,755.00	\$20,963,602.00	\$1,267,153.00
<i>Fiscal Year 2019</i>	\$13,745,764.00	\$875,587.00	\$14,621,351.00	\$12,912,115.00	\$1,709,236.00
Total Option Period 2	\$41,924,852.00	\$2,158,083.00	\$44,082,935.00	\$40,671,993.00	\$3,410,942.00
Total Option Period(s)	\$103,093,690.00	\$4,449,934.00	\$107,543,624.00	\$98,252,267.00	\$9,291,357.00
Extension Period(s)					
Extension Period 1					
May 26, 2019 through September 30, 2019	\$8,556,649.00	\$55,632.00	\$8,612,281.00	\$7,605,505.00	\$1,006,776.00
October 1, 2019 through November 25, 2019	\$3,667,136.00	\$467,900.00	\$4,135,036.00	TBD	TBD
Total Extension Period 1	\$12,223,785.00	\$523,532.00	\$12,747,317.00	TBD	TBD
Extension Period 2					
November 26, 2019 through May 25, 2020	\$0.00	\$14,065,000.00	\$14,065,000.00	TBD	TBD
Total Extension Period 2	\$0.00	\$14,065,000.00	\$14,065,000.00	TBD	TBD

<u>Extension Period 3</u>					
<u>May 26, 2020 through September 30, 2020</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>TBD</u>	<u>TBD</u>
<u>October 1, 2020 through November 25, 2020</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>TBD</u>	<u>TBD</u>
<u>Option Period:</u> <u>November 26, 2020 through May 25, 2021</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>TBD</u>	<u>TBD</u>
<u>Total Extension Period 3</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>TBD</u>	<u>TBD</u>
Total Extension Period(s)	\$12,223,785.00	\$14,588,532.00	\$26,812,317.00	TBD	TBD
Total Base, Option, & Extension Periods	\$216,627,411.00	\$20,667,302.00	\$237,294,713.00	\$198,151,634.00	\$20,943,043.00

Summary Contract Estimated Costs and Fee Table	
Total Estimated Direct Funded Contract Cost (a)	\$3,229,473,721.40 \$3,283,473,721.40
Total Estimated OHC UBS Cost (b)	\$1,134,753,327.00 \$1,155,753,327.00
Total Estimated Contract Cost (c) = (a+b)	\$4,364,227,048.40 \$4,439,227,048.40
Total Available Award Fee (d)	\$237,294,713.00
Total Fixed Fee (e)	\$452,095.64
Total Contract Fee (f) = (d+e)	\$237,746,808.64
Total Contract Price (g) = (c+f)	\$4,601,973,857.04 \$4,676,973,857.04
Total Estimated OHC UBS Revenue (h)	(\$1,134,753,327.00) (\$1,155,753,327.00)
Total Direct Funded Contract Price (i) = (g-h)	\$3,467,220,530.04 \$3,521,220,530.04

SECTION F

DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

(b) Performance of this Contract includes, unless sooner reduced, terminated or extended in accordance with the provisions of this Contract:

(4) Extension Period(s) –

(iii) Extension Period 3 is a six (6) month period of performance, with a six (6) month option. Extension Period 3 will commence at the end of Extension Period 2. Period of performance is May 26, 2020, through November 25, 2020, with a six month option for a period of performance of November 26, 2020, through May 25, 2021. This extension is to enable continued services during the Government's protest period and transition to a follow-on contract. Dependent upon the disposition of the protest and the end of the transition period, performance by the Contractor may not be required for the full term of this period. Accordingly, the Government may direct an earlier cessation of performance, provided that the Contracting Officer issues a written notice advising the Contractor of the revised contract performance period end date. Such notice shall be issued at least 60 days in advance of the revised contract performance period end date. Notice of early cessation of performance shall in no way entitle the Contractor to additional consideration outside of the existing contract terms and conditions and shall not be considered to constitute a termination for convenience.

a. The option will be exercised in accordance with the Section I Clause entitled, FAR 52.217-9, Option to Extend the Term of the Contract.

(c) The maximum period of performance for the Contract (including the Transition Period), if extended beyond the Base Period of the Contract, shall not exceed ~~eleven~~ twelve (11/12) years.

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.26	FAR 52.217-9	Option to Extend the Term of the Contract (Mar 2000)	(a) 180 days prior to the expiration date of this Contract 60 (c) 40-12 years excluding the Transition Period

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

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PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT

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

B.2 ITEM(S) BEING ACQUIRED

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

B.3 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Obligation of Funds - Direct Funding. Pursuant to the Section I Clause entitled, *FAR 52.232-22, Limitation of Funds*, total funds in the amount of \$3,331,497,173.10 have been allotted for obligation and are available for payment of services provided from the effective date of this Contract through November 25, 2020.
- (b) Availability of Funds. Except as may be specifically provided in the Section I Clause entitled, *DEAR 952.250-70, Nuclear Hazards Indemnity Agreement*, the duties and obligations of DOE hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.
- (c) Other Hanford Contractors (OHCs) User Based Services (UBS). As discussed in Clause H-44, Hanford site services interface requirements matrix, UBS is received from OHCs for services provided by the Contractor. OHCs provide reimbursement of these services at full cost recovery (exclusive of fee). OHC UBS is not included in the funding amounts specified in (a) above. OHC payment for UBS services shall be recognized by the Contractor as Revenue.

B.4 CONTRACT COST AND CONTRACT FEE

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

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

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

Definitions for Table B.4-1 are:

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

Table B.4-1, Contract Cost and Contract Fee						
Contract Period Year of Performance	Elements of Estimated Contract Cost and Contract Fee					
	Estimated Direct Funded Cost (a)	Estimated OHC UBS Cost (b)	Available Award Fee (c)	Estimated Contract Price (d)	Estimated OHC UBS Revenue (e)	Estimated Direct Funded Contract Price (f)
Transition Period*	\$6,203,827.00	\$0.00	\$0.00	\$6,203,827.00	\$0.00	\$6,203,827.00
*Transition Period Costs are included in FY2009 costs						
Base Period						
<i>Fiscal Year 2009</i>	\$28,409,658.00	\$5,107,928.00	\$1,964,317.00	\$35,481,903.00	(\$5,107,928.00)	\$30,373,975.00
<i>Fiscal Year 2010</i>	\$296,952,390.00	\$134,041,493.00	\$20,422,025.00	\$451,415,908.00	\$(134,041,493.00)	\$317,374,415.00
<i>Fiscal Year 2011</i>	\$277,738,679.00	\$168,232,316.00	\$26,164,766.00	\$472,135,761.00	\$(168,232,316.00)	\$303,903,445.00
<i>Fiscal Year 2012</i>	\$250,004,284.00	\$91,837,218.00	\$21,226,918.00	\$363,068,420.00	\$(91,837,218.00)	\$271,231,202.00
<i>Fiscal Year 2013</i>	\$321,405,547.00	\$85,074,223.00	\$21,030,647.00	\$427,510,417.00	\$(85,074,223.00)	\$342,436,194.00
<i>Fiscal Year 2014</i>	\$187,724,694.00	\$33,461,011.00	\$12,130,099.00	\$233,315,804.00	\$(33,461,011.00)	\$199,854,793.00
Total Base Period	\$1,362,235,252.00	\$517,754,189.00	\$102,938,772.00	\$1,982,928,213.00	(\$517,754,189.00)	\$1,465,174,024.00
Option Period(s)						
Option Period 1						

<i>Fiscal Year 2014</i>	\$96,503,198.00	\$20,074,957.00	\$6,856,390.00	\$123,434,545.00	(\$20,074,957.00)	\$103,359,588.00
<i>Fiscal Year 2015</i>	\$297,348,012.00	\$72,703,914.00	\$21,043,816.00	\$391,095,742.00	(\$72,703,914.00)	\$318,391,828.00
<i>Fiscal Year 2016</i>	\$282,441,350.00	\$82,635,068.00	\$21,102,775.00	\$386,179,193.00	(\$82,635,068.00)	\$303,544,125.00
<i>Fiscal Year 2017</i>	\$197,833,591.00	\$70,245,452.00	\$14,457,708.00	\$282,536,751.00	(\$70,245,452.00)	\$212,291,299.00
Total Option Period 1	\$874,126,151.00	\$245,659,391.00	\$63,460,689.00	\$1,183,246,231.00	(\$245,659,391.00)	\$937,586,840.00
Option Period 2						
<i>Fiscal Year 2017</i>	\$97,818,101.00	\$38,232,091.00	\$7,230,829.00	\$143,281,021.00	(\$38,232,091.00)	\$105,048,930.00
<i>Fiscal Year 2018</i>	\$300,288,159.00	\$113,316,618.00	\$22,230,755.00	\$435,835,532.00	(\$113,316,618.00)	\$322,518,914.00
<i>Fiscal Year 2019</i>	\$211,961,814.00	\$76,710,896.00	\$14,621,351.00	\$303,294,061.00	(\$76,710,896.00)	\$226,583,165.00
Total Option Period 2	\$610,068,074.00	\$228,259,605.00	\$44,082,935.00	\$882,410,614.00	(\$228,259,605.00)	\$654,151,009.00
Option Period(s)						
Total Option Period(s)	\$1,484,194,225.00	\$473,918,996.00	\$107,543,624.00	\$2,065,656,845.00	(\$473,918,996.00)	\$1,591,737,849.00
Extension Period(s)						
Extension Period 1						
May 26, 2019 through September 30, 2019	\$133,842,974.00	\$46,952,289.00	\$8,612,281.00	\$189,407,544.00	(\$46,952,289.00)	\$142,455,255.00
October 1, 2019 through November 25, 2019	\$59,392,345.00	\$22,127,853.00	\$4,135,036.00	\$85,655,234.00	(\$22,127,853.00)	\$63,527,381.00
Total Extension Period 1	\$193,235,319.00	\$69,080,142.00	\$12,747,317.00	\$275,062,778.00	(\$69,080,142.00)	\$205,982,636.00
Extension Period 2						
November 26, 2019 through May 25, 2020	\$182,300,000.00	\$74,000,000.00	\$14,065,000.00	\$270,365,000.00	(\$74,000,000.00)	\$196,365,000.00
Total Extension Period 2	\$182,300,000.00	\$74,000,000.00	\$14,065,000.00	\$270,365,000.00	(\$74,000,000.00)	\$196,365,000.00
Extension Period 3						
May 26, 2020 through September 30, 2020	\$54,000,000.00	\$21,000,000.00	\$0.00	\$75,000,000.00	(\$21,000,000.00)	\$54,000,000.00
October 1, 2020 through November 25, 2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Option Period: November 26, 2020 through May 25, 2021	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Extension Period 3	\$54,000,000.00	\$21,000,000.00	\$0.00	\$75,000,000.00	(\$21,000,000.00)	\$54,000,000.00
Extension Period(s)						
Total Extension Period(s)	\$429,535,319.00	\$164,080,142.00	\$26,812,317.00	\$620,427,778.00	(\$164,080,142.00)	\$456,347,636.00
Total Contract						
Total Contract	\$3,275,964,796.00	\$1,155,753,327.00	\$237,294,713.00	\$4,669,012,836.00	(\$1,155,753,327.00)	\$3,513,259,509.00

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

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

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

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

Table B.4-2.a, Task Order Cost and Contract Fee for Portfolio Management Task Orders (PMTO)			
Contract Period	Elements of Estimated Contract Cost and Contract Fee		
	Estimated Contract Cost (a)	Estimated Fixed Fee (b)	Contract Price (c)
Base Period			
<i>Fiscal Year 2009</i>	\$39,763.00	\$ -	\$39,763.00
<i>Fiscal Year 2010</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2011</i>	\$375,846.68	\$24,911.00	\$400,757.68
<i>Fiscal Year 2012</i>	\$260,729.31	\$933.00	\$261,662.31
<i>Fiscal Year 2013</i>	\$447,993.05	\$2,926.00	\$450,919.05
<i>Fiscal Year 2014</i>	\$159,524.08	\$9,635.90	\$169,159.98
Total Base Period	\$1,283,856.12	\$38,405.90	\$1,322,262.02
Option Period 1			
<i>Fiscal Year 2014</i>	\$110,041.92	\$6,575.40	\$116,617.32
<i>Fiscal Year 2015</i>	\$451,156.86	\$26,794.00	\$477,950.86
<i>Fiscal Year 2016</i>	\$76,250.01	\$17,699.00	\$93,949.01
<i>Fiscal Year 2017</i>	-\$64,430.12	\$ -	-\$64,430.12
Total Option Period 1	\$573,018.67	\$51,068.40	\$624,087.07
Option Period 2			
<i>Fiscal Year 2017</i>	\$142,248.57	\$5,760.00	\$148,008.57
<i>Fiscal Year 2018</i>	\$448,076.85	\$23,384.72	\$471,461.57
<i>Fiscal Year 2019</i>	\$350,502.19	\$21,099.62	\$371,601.81
Total Option Period 2	\$940,827.61	\$50,244.34	\$991,071.95
Total Option Periods	\$1,513,846.28	\$101,312.74	\$1,615,159.02
Extension Period 1			
May 26, 2019 through September 30, 2019	\$0.00	\$0.00	\$0.00
October 1, 2019 through November 25, 2019	\$0.00	\$0.00	\$0.00
Total Extension Period 1	\$0.00	\$0.00	\$0.00
Extension Period 2			
<i>November 26, 2019 through May 25, 2020</i>	\$0.00	\$0.00	\$0.00
Total Extension Period 2	\$0.00	\$0.00	\$0.00
Extension Period 3			
May 26, 2020 through September 30, 2020	\$0.00	\$0.00	\$0.00
October 1, 2020 through November 25, 2020	\$0.00	\$0.00	\$0.00
Option Period: November 26, 2020 through May 25, 2021	\$0.00	\$0.00	\$0.00

Total Extension Period 3	\$0.00	\$0.00	\$0.00
Total Extension Periods	\$0.00	\$0.00	\$0.00
Total Contract	\$2,797,702.40	\$139,718.64	\$2,937,421.04

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

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

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

Table B.4-2.b Request for Service and WFO			
Contract Period	Elements of Estimated Contract Cost and Contract Fee		
<i>Year of Contract Performance</i>	Estimated Contract Cost	Estimated Fixed Fee	Contract Price
Base Period			
<i>Fiscal Year 2009</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2010</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2011</i>	\$ -	\$ -	\$ -
<i>Fiscal Year 2012</i>	\$1,617,108.00	\$121,188.00	\$1,738,296.00
<i>Fiscal Year 2013</i>	\$715,505.00	\$52,308.00	\$767,813.00
<i>Fiscal Year 2014</i>	\$125,368.00	\$11,345.00	\$136,713.00
Total Base Period	\$2,457,981.00	\$184,841.00	\$2,642,822.00
Option Period 1			
<i>Fiscal Year 2014</i>	\$62,684.00	\$5,673.00	\$68,357.00
<i>Fiscal Year 2015</i>	\$217,339.00	\$17,695.00	\$235,034.00
<i>Fiscal Year 2016</i>	\$291,223.00	\$22,278.00	\$313,501.00
<i>Fiscal Year 2017</i>	\$137,187.00	\$15,142.00	\$152,329.00
Total Option Period 1	\$708,433.00	\$60,788.00	\$769,221.00
Option Period 2			

<i>Fiscal Year 2017</i>	\$68,050.00	\$8,130.00	\$76,180.00
<i>Fiscal Year 2018</i>	\$1,383,611.00	\$46,239.00	\$1,429,850.00
<i>Fiscal Year 2019</i>	\$93,148.00	\$12,379.00	\$105,527.00
Total Option Period 2	\$1,544,809.00	\$66,748.00	\$1,611,557.00
Total Option Periods			
	\$2,253,242.00	\$127,536.00	\$2,380,778.00
Extension Period 1			
<i>May 26, 2019 through September 30, 2019</i>	\$0.00	\$0.00	\$0.00
<i>October 1, 2019 through November 25, 2019</i>	\$0.00	\$0.00	\$0.00
Total Extension Period 1	\$0.00	\$0.00	\$0.00
Extension Period 2			
<i>November 26, 2019 through May 25, 2020</i>	\$0.00	\$0.00	\$0.00
Total Extension Period 2	\$0.00	\$0.00	\$0.00
Extension Period 3			
<i>May 26, 2020 through September 30, 2020</i>	\$0.00	\$0.00	\$0.00
<i>October 1, 2020 through November 25, 2020</i>	\$0.00	\$0.00	\$0.00
Option Period: <i>November 26, 2020 through May 25, 2021</i>	\$0.00	\$0.00	\$0.00
Total Extension Period 3	\$0.00	\$0.00	\$0.00
Total Extension Periods			
	\$0.00	\$0.00	\$0.00
Total Contract			
	\$4,711,223.00	\$312,377.00	\$5,023,600.00

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

Table B.4-3, Available Award Fee Distribution (excluding Table B.4-2.a and Table B.4-2.b above)					
Contract Period	Available Fee as originally Awarded	Fee associated with contract changes	Total Available Fee	Available Fee Earned & Paid	Fee Forfeited
	Base Period				
<i>Fiscal Year 2009</i>	\$1,948,268.00	\$16,049.00	\$1,964,317.00		
<i>Fiscal Year 2010</i>	\$20,261,987.00	\$160,038.00	\$20,422,025.00	\$19,332,431.00	\$3,053,911.00
<i>Fiscal Year 2011</i>	\$25,327,484.00	\$837,282.00	\$26,164,766.00	\$23,956,349.00	\$2,208,417.00
<i>Fiscal Year 2012</i>	\$21,275,349.00	(\$48,431.00)	\$21,226,918.00	\$19,099,251.00	\$2,127,667.00
<i>Fiscal Year 2013</i>	\$20,261,987.00	\$768,660.00	\$21,030,647.00	\$19,352,402.00	\$1,678,245.00
<i>Fiscal Year 2014</i>	\$12,234,861.00	\$(104,762.00)	\$12,130,099.00	\$10,553,429.00	\$1,576,670.00
Total Base Period	\$101,309,936.00	\$1,628,836.00	\$102,938,772.00	\$92,293,862.00	\$10,644,910.00

Option Period(s)					
Option Period 1					
Fiscal Year 2014	\$6,701,089.00	\$155,301.00	\$6,856,390.00	\$5,965,197.00	\$891,193.00
Fiscal Year 2015	\$20,630,771.00	\$413,045.00	\$21,043,816.00	\$18,776,345.00	\$2,267,471.00
Fiscal Year 2016	\$20,081,355.00	\$1,021,420.00	\$21,102,775.00	\$19,249,952.00	\$1,852,823.00
Fiscal Year 2017	\$13,755,623.00	\$702,085.00	\$14,457,708.00	\$13,588,780.00	\$868,928.00
Total Option Period 1	\$61,168,838.00	\$2,291,851.00	\$63,460,689.00	\$57,580,274.00	\$5,880,415.00
Option Period 2					
Fiscal Year 2017	\$6,891,996.00	\$338,833.00	\$7,230,829.00	\$6,796,276.00	\$434,553.00
Fiscal Year 2018	\$21,287,092.00	\$943,663.00	\$22,230,755.00	\$20,963,602.00	\$1,267,153.00
Fiscal Year 2019	\$13,745,764.00	\$875,587.00	\$14,621,351.00	\$12,912,115.00	\$1,709,236.00
Total Option Period 2	\$41,924,852.00	\$2,158,083.00	\$44,082,935.00	\$40,671,993.00	\$3,410,942.00
Total Option Period(s)	\$103,093,690.00	\$4,449,934.00	\$107,543,624.00	\$98,252,267.00	\$9,291,357.00
Extension Period(s)					
Extension Period 1					
May 26, 2019 through September 30, 2019	\$8,556,649.00	\$55,632.00	\$8,612,281.00	\$7,605,505.00	\$1,006,776.00
October 1, 2019 through November 25, 2019	\$3,667,136.00	\$467,900.00	\$4,135,036.00	TBD	TBD
Total Extension Period 1	\$12,223,785.00	\$523,532.00	\$12,747,317.00	TBD	TBD
Extension Period 2					
November 26, 2019 through May 25, 2020	\$0.00	\$14,065,000.00	\$14,065,000.00	TBD	TBD
Total Extension Period 2	\$0.00	\$14,065,000.00	\$14,065,000.00	TBD	TBD
Extension Period 3					
May 26, 2020 through September 30, 2020	\$0.00	\$0.00	\$0.00	TBD	TBD
October 1, 2020 through November 25, 2020	\$0.00	\$0.00	\$0.00	TBD	TBD
Option Period: November 26, 2020 through May 25, 2021	\$0.00	\$0.00	\$0.00	TBD	TBD
Total Extension Period 3	\$0.00	\$0.00	\$0.00	TBD	TBD
Total Extension Period(s)	\$12,223,785.00	\$14,588,532.00	\$26,812,317.00	TBD	TBD
Total Base, Option, & Extension Periods	\$216,627,411.00	\$20,667,302.00	\$237,294,713.00	\$198,151,634.00	\$20,943,043.00

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

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

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

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

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

Summary Contract Estimated Costs and Fee Table	
Total Estimated Direct Funded Contract Cost (a)	\$3,283,473,721.40
Total Estimated OHC UBS Cost (b)	\$1,155,753,327.00
Total Estimated Contract Cost (c) = (a+b)	\$4,439,227,048.40
Total Available Award Fee (d)	\$237,294,713.00
Total Fixed Fee (e)	\$452,095.64
Total Contract Fee (f) = (d+e)	\$237,746,808.64
Total Contract Price (g) = (c+f)	\$4,676,973,857.04

Total Estimated OHC UBS Revenue (h)	(\$1,155,753,327.00)
Total Direct Funded Contract Price (i) = (g-h)	\$3,521,220,530.04

B.5 CHANGES TO CONTRACT COST AND CONTRACT FEE

(a) Funding.

- (1) DOE intends to obligate funding to the Contract in accordance with the *Contract Price* shown by fiscal year in Table B.4-1, *Contract Cost and Contract Fee*. The Contractor shall not be entitled to an equitable adjustment to *Available Fee* if the funding guidance by fiscal year is within 10% of the amount shown in Table B.4-1.
- (2) Pursuant to Section C.3.1.2.3, DOE will provide annual funding guidance to the Contractor. The Contractor shall then develop an Integrated Priority List (IPL) in accordance with the funding guidance. The Contractor shall submit the IPL for DOE approval. Within 60 days of the DOE approval of the IPL, the Contractor shall, unless directed otherwise by the Contracting Officer, submit proposals consistent with the approved IPL work scope, projected Work for Others, and annual forecast of services from Other Hanford Contractors (OHC) to adjust the *Contract Price* and/or Schedule in accordance with the Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement, Alternates II, III, and IV*.

(b) Performance Risk.

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

B.6 BASIS FOR TOTAL AVAILABLE FEE

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

- (a) Pass-through funding provided to other contractors for Hanford Site services identified in the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*;

- (b) Costs associated with Work-for-Others performed under the Section I Clause entitled, *DEAR 970.5217-1, Work-for-Others Program*;
- (c) Costs associated with sponsorship, management, administration and/or contributions for Legacy Plans (set forth in the Section H Clause entitled, Employee Compensation: Pay and Benefits) administered under this Contract; and
- (d) Costs associated with sponsorship, management, administration and/or contributions for any defined benefit pension plan.

B.7 FEE STRUCTURE

- (a) The Contracting Officer reserves the unilateral discretion to allocate between 15 percent (%) and 25% of the *Available Fee* for the *Base Period* and *Option Period(s)* (if exercised), to each fiscal year as described in this Clause; and as adjusted in the Section B Clause entitled, *Changes to Contract Cost and Contract Fee*. The Contractor will have the opportunity to earn 100% of the *Available Fee*, as adjusted, within a Contract period.
- (b) The *Available Fee* shown in Table B.4-1, Contract Cost and Contract Fee, can be earned through objective fee components and/or subjective fee components. The performance measures for these components and the *Available Fee* for the period allocated to the fiscal year are provided in the Section J Attachment entitled, *Performance Evaluation and Measurement Plan* (PEMP). The PEMP may contain annual and multi-year performance measures.
 - (1) *Available Fee* for the period allocated to annual performance measures may only be earned in that fiscal year. Allocated *Available Fee* for the fiscal year not earned in the fiscal year for an annual performance measure is unavailable and not payable to the Contractor. The Contractor forfeits any rights to unearned fee. The Contracting Officer reserves the unilateral discretion to determine how any unearned fee will be utilized.
 - (2) *Available Fee* for the period allocated to fiscal years for multi-year performance measures may be earned incrementally or upon final fee determination. Allocated *Available Fee* not earned for a multi-year performance measure is unavailable and not payable to the Contractor. The Contractor forfeits any rights to unearned fee. The Contracting Officer reserves the unilateral discretion to determine how any unearned fee will be utilized.
 - (3) *Provisional Fee* is defined as *Available Fee* that is paid contingently during an annual performance period. *Provisional Fee* may become earned fee upon the final fee determination.
 - (4) *Incremental Fee* is defined as *Available Fee* that the Contractor may earn by achieving a specific, fee-bearing, performance measure event.

- (5) Individual performance measures may require the Contractor to exceed approved baseline performance to earn 100% of the fee allocated to that performance measure.
- (c) The Contracting Officer will prepare and issue performance measures prior to the start of each fiscal year. The Contracting Officer may provide draft performance measures for Contractor review and input; however, the Contracting Officer reserves the unilateral discretion to issue the performance measures without Contractor review.

B.8 FEE DETERMINATION AND PAYMENT

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

- (2) Release of Withheld *Incremental* and *Provisional Fee* Payments. The Contracting Officer may release withheld *Incremental* and *Provisional Fee* Payments and resume making *Incremental* and *Provisional Fee* Payments when the Contractor demonstrates sustained recovery in performance.
- (f) Withholding of *Incremental* and *Provisional Fee* Payments for bankruptcy or other issues with guarantor company(ies).⁴
- (1) Withholding of *Incremental* and *Provisional Fee*. In order to assure the Contractor's ability to repay any *Incremental* and *Provisional Fee* Payments that are determined to be in excess of the total fee earned, the Contracting Officer reserves the unilateral discretion to discontinue *Incremental* and *Provisional Fee* payments, in the event that a guarantor company files bankruptcy, is acquired by other owners, or impacted by other events that arise with the Contractor's guarantor company(ies) that can jeopardize DOE's ability to recover excess *Incremental Payment* and *Provisional Fee* Payments. Withheld Fee Payments are not subject to interest for the amount(s) of the withheld fee payment(s) under 5 CFR 1315, *Prompt Payment*.

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

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

B.9 FEE REDUCTIONS

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

- (8) Section H Clause entitled, *Safety and Security Key Personnel*;
 - (9) Section I Clause entitled, FAR 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity;
 - (10) Section I Clause entitled, *FAR 52.215-11, Price Reduction for Defective Cost or Pricing Data – Modifications*;
 - (11) Section I Clause entitled, *FAR 52.215-13, Subcontractor Cost or Pricing Data – Modifications*;
 - (12) Section I Clause entitled, *FAR 52.243-2, Changes – Cost Reimbursement*.
- (b) The maximum fee reduction in any one (1) year of Contract performance is the allocated *Available Fee*, as defined in the Section J Attachment entitled, *Performance Evaluation and Measurement Plan*, that can be earned in the year the event occurred.

B.10 SMALL BUSINESS SUBCONTRACTING FEE REDUCTION

- (a) For the purpose of implementing this Clause, the percentage goals established in the Section J Attachment entitled, *Small Business Subcontracting Plan*, will remain in effect for the duration of the Contract, except as modified in accordance with the Section B Clause entitled, *Changes to Contract Cost and Contract Fee*. The Contractor shall submit annual updates to the narrative elements of the *Small Business Subcontracting Plan* by December 31 of each year.
- (b) The Contractor's performance in meeting small business performance percentage goals in accordance with the Section H Clause entitled, *Self-Performed Work*, providing meaningful involvement for small businesses, and entering into the required Mentor-Protégé Agreement(s) will be evaluated after the:
- (1) Three year period concluding at the end of the 3rd year of Contract performance;
 - (2) Two year period concluding at the end of the 5th year of Contract performance; and, if the *Option Period(s)* is exercised;
 - (3) If *Option Period 1* is exercised -- two year period concluding at the end of the 7th year of Contract performance; and
 - (4) At the end of the Contract period of performance.
- (c) The Contracting Officer will consider the Contractor's performance in meeting small business percentage goals and entering into the required Mentor-Protégé Agreement(s) when making a decision on the *Option Period(s)* authorization.

- (d) If the Contractor has not met any or all of the subcontracting goals, has failed to provide meaningful involvement for small business, and/or has failed to enter into the required Mentor-Protégé Agreement(s) during the above specified periods, the Contracting Officer may reduce the earned fee by an amount up to 10% of total earned fee in each period of the four (4) multi-year periods described above.
- (e) At Contract completion, the total amount of fee reduction for failure to meet its subcontracting goals shall be offset by any amount of liquidated damages assessed in accordance with the Section I Clause entitled, *FAR 52.219-16, Liquidated Damages – Subcontracting Plan*. The fee reduction amount will be a unilateral determination by the Contracting Officer and a permanent reduction in the earned fee under this Contract.
- (f) Any reduction for failure to meet the requirements of the Section H Clause entitled, *Mentor-Protégé Program* shall be in addition to any liquidated damages assessed in accordance with the Section I Clause entitled, *FAR 52.219-16, Liquidated Damages – Subcontracting Plan*. The fee reduction amount will be a unilateral determination by the Contracting Officer and a permanent reduction in the earned fee under this Contract.

B.11 ALLOWABILITY OF SUBCONTRACTOR FEE

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

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

- (a) General.
 - (1) The payment of earned fee, fixed fee, profit, or share of cost savings under this Contract is dependent upon:

- (i) The Contractor's or Contractor employees' compliance with the terms and conditions of this Contract relating to environment, safety, health and quality (ESH&Q), which includes worker safety and health, including performance under an approved Integrated Safety Management System (ISMS); and
 - (ii) The Contractor's or contractor employees' compliance with the terms and conditions of this Contract relating to the safeguarding of Restricted Data and other classified information.
 - (2) The ESH&Q performance requirements of this Contract are set forth in its ESH&Q terms and conditions, including the DOE-approved Contractor ISMS or similar document. Financial incentives for timely mission accomplishment or cost effectiveness shall never compromise or impede full and effective implementation of the ISMS and full ESH&Q compliance.
 - (3) The performance requirements of this Contract relating to the safeguarding of Restricted Data and other classified information are set forth in the Section I Clause entitled, *FAR 52.239-1, Privacy or Security Safeguards (AUG 1996)*, and *DEAR 970.5204-2, Laws, Regulations, and DOE Directives*, as well as in other terms and conditions.
 - (4) If the Contractor does not meet the performance requirements of this Contract relating to ESH&Q or to the safeguarding of Restricted Data and other classified information during any performance evaluation period established under the Contract, otherwise earned fee, fixed fee, profit or share of cost savings may be unilaterally reduced by DOE.
- (b) Reduction Amount.
- (1) The amount of earned fee, fixed fee, profit, or share of cost savings that may be unilaterally reduced will be determined by the severity of the performance failure pursuant to the degrees specified in paragraphs (c) and (d) of this Clause.
 - (2) If a reduction of earned fee, fixed fee, profit, or share of cost savings is warranted, unless mitigating factors apply, such reduction shall not be less than 26% nor greater than 100% of the amount of earned fee, fixed fee, profit, or the Contractor's share of cost savings for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure.

- (3) In determining the amount of the reduction and the applicability of mitigating factors, DOE will consider the Contractor's overall performance in meeting the ESH&Q or security requirements of the Contract. Such consideration will include performance against any site specific performance criteria/requirements that provide additional definition, guidance for the amount of reduction, or guidance for the applicability of mitigating factors. In all cases, DOE will consider mitigating factors that may warrant a reduction below the applicable range (see 48 CFR 970.1504-1-2). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii) and (viii) apply to ESH&Q only).
- (i) Degree of control the Contractor had over the event or incident.
 - (ii) Efforts the Contractor had made to anticipate and mitigate the possibility of the event in advance.
 - (iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.
 - (iv) General status (trend and absolute performance) of: ESH&Q and compliance in related areas; or of safeguarding Restricted Data and other classified information and compliance in related areas.
 - (v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial ESH&Q standards are routinely practiced (e.g., Voluntary Protection Program, ISO [International Organization for Standardization] 14000, *Environmental Management System Standards*).
 - (vi) Event caused by "Good Samaritan" act by the Contractor (e.g., off-site emergency response).
 - (vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain ESH&Q performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, ESH&Q programs).
 - (viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in ESH&Q by use of lessons-learned and best practices inter- and intra-DOE sites.
- (4) (i) The amount of fee, fixed fee, profit, or share of cost savings that is otherwise earned by a Contractor during an evaluation period may be reduced in accordance with this Clause if it is determined that a performance failure warranting a reduction under this Clause occurs within the evaluation period.
- (ii) The amount of reduction under this Clause, in combination with any reduction made under any other clause in the Contract, shall not exceed

the amount of fee, fixed fee, profit, or the Contractor's share of cost savings that is otherwise earned during the evaluation period.

- (iii) For the purposes of this clause, earned fee, fixed fee, profit, or share of cost savings for the evaluation period shall mean the amount determined by DOE or fee determination official as otherwise payable based on the Contractor's performance during the evaluation period. Where the Contract provides for financial incentives that extend beyond a single evaluation period, this amount shall also include: any provisional amounts determined otherwise payable in the evaluation period; and, if provisional payments are not provided for, the allocable amount of any incentive determined otherwise payable at the conclusion of a subsequent evaluation period. The allocable amount shall be the total amount of the earned incentive divided by the number of evaluation periods over which it was earned.
- (iv) The Government will effect the reduction as soon as practicable after the end of the evaluation period in which the performance failure occurs. If the Government is not aware of the failure, it will effect the reduction as soon as practical after becoming aware. For any portion of the reduction requiring an allocation the Government will effect the reduction at the end of the evaluation period in which it determines the total amount earned under the incentive. If at any time a reduction causes the sum of the payments the Contractor has received for fee, fixed fee, profit, or share of cost savings to exceed the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned (provisionally or otherwise), the Contractor shall immediately return the excess to the Government. (What the Contractor "has earned" reflects any reduction made under this or any other Clause of the Contract.)
- (v) At the end of the Contract:
 - (A) The Government will pay the Contractor the amount by which the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned exceeds the sum of the payments the Contractor has received; or
 - (B) The Contractor shall return to the Government the amount by which the sum of the payments the Contractor has received exceeds the sum of fee, fixed fee, profit, or share of cost savings the Contractor has earned. (What the Contractor "has earned" reflects any reduction made under this or any other Clause of the Contract.)
- (c) Environment, Safety, Health and Quality (ESH&Q). Performance failures occur if the Contractor does not comply with the Contract ESH&Q terms and conditions, including the DOE-approved Contractor ISMS. The degrees of performance failure under which reductions of earned or fixed fee, profit, or share of cost savings will be determined are:

- (1) First Degree: Performance failures that are most adverse to ESH&Q. Failure to develop and obtain required DOE approval of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the Contractor's ISMS. The following performance failures or performance failures of similar import will be considered first degree.
 - (i) Type A accident (defined in DOE Order 225.1A, *Accident Investigations*); and
 - (ii) Two (2) Second Degree performance failures during an evaluation period.
- (2) Second Degree: Performance failures that are significantly adverse to ESH&Q. They include failures to comply with an approved ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. They also include breakdowns of the Safety Management System. The following performance failures or performance failures of similar import will be considered second degree:
 - (i) Type B accident (defined in DOE Order 225.1A).
 - (ii) Non-compliance with an approved ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.
 - (iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the Contract.
- (3) Third Degree: Performance failures that reflect a lack of focus on improving ESH&Q. They include failures to comply with an approved ISMS that result in potential breakdown of the System. The following performance failures or performance failures of similar import will be considered third degree:
 - (i) Failure to implement effective corrective actions to address deficiencies/non-compliances documented through: external (e.g., Federal) oversight and/or reported per DOE Manual 232.1-2 (Supp Rev 8), *Occurrence Reporting and Processing of Operations Information* requirements; or internal oversight of 10 CFR 830, 10 CFR 835, 10 CFR 850, and 10 CFR 851 requirements.
 - (ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant programmatic breakdown.

- (iii) Non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown.
 - (iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the Contract.
- (d) Safeguarding Restricted Data and Other Classified Information. Performance failures occur if the Contractor does not comply with the terms and conditions of this Contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failure under which reductions of fee, profit, or share of cost savings will be determined are as follows:
 - (1) First Degree: Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
 - (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, or any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

- (2) **Second Degree:** Performance failures that have been determined, in accordance with applicable law, DOE regulation, or directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.
 - (ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.
 - (iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (d)(1)(iii) of this Clause).
 - (iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other classified information classified as Secret.
- (3) **Third Degree:** Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of Contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
- (i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.
 - (ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.

- (iv) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the Contractor's Safeguards and Security Plan or other security plan, as applicable.
 - (iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the Contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.
- (e) Minimum requirements for specified level of performance.
 - (1) At a minimum the Contractor must perform the following:
 - (i) The requirements with specific incentives which do not require the achievement of cost efficiencies in order to be performed at the level of performance set forth in Section C, *Statement of Work*, work authorization directive(s), or similar document unless an otherwise minimum level of performance has been established in the specific incentive;
 - (ii) All of the performance requirements directly related to requirements specifically incentivized which do not require the achievement of cost efficiencies in order to be performed at a level of performance such that the overall performance of these related requirements is at an acceptable level; and
 - (iii) All other requirements at a level of performance such that the total performance of the Contract is not jeopardized.
 - (2) The evaluation of the Contractor's achievement of the level of performance shall be unilaterally determined by the Government. To the extent that the Contractor fails to achieve the minimum performance levels specified in Section C, *Statement of Work*, work authorization directive(s), or similar document, during the performance evaluation period, the DOE Operations/Field Office Manager, or designee, may reduce any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.
- (f) Minimum requirements for cost performance.
 - (1) Requirements incentivized by other than cost incentives must be performed within their specified cost constraint and must not adversely impact the costs of performing unrelated activities.
 - (2) The performance of requirements with a specific cost incentive must not adversely impact the costs of performing unrelated requirements.

- (3) The Contractor's performance within the stipulated cost performance levels for the performance evaluation period shall be determined by the Government. To the extent the Contractor fails to achieve the stipulated cost performance levels, the DOE Operations/Field Office Manager, or designee, may reduce in whole or in part any otherwise earned fee, fixed fee, profit, or shared net savings for the performance evaluation period. Such reduction shall not result in the total of earned fee, fixed fee, profit or shared net savings being less than 25% of the total available fee amount. Such 25% shall include base fee, if any.

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

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

(a) Environment, Safety, Health, and Quality

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

- (v) Failure to implement continuous improvement in ESH&Q performance through effective utilization of ISMS processes, including timely submittal of meaningful performance objectives, measurements and commitments.
- (b) Safeguards and Security
- (1) First Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:
 - (i) Theft, loss or diversion of category I or II special nuclear material (SNM); adversarial attacks or acts of sabotage that result in significant consequences the safety or security of personnel, facilities, or the public due to a failure or inadequacy of performance by the Contractor.
 - (ii) Receipt of an overall rating of Unsatisfactory on any DOE Safeguards and Security survey, audit, and/or inspection.
 - (iii) Failure to implement corrective action(s) in response to any first degree performance failure.
 - (2) Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:
 - (i) Theft, loss or diversion of Category III SNM that is due to a failure or inadequacy of performance by the Contractor.
 - (ii) Inventory differences of Category I/II/III SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
 - (iii) Any amount of SNM found in a dangerous/hazardous or unapproved storage environment, or unapproved mode of transportation/transfer.
 - (iv) Failure to implement corrective action(s) in response occurrence of any second degree performance failure.

- (3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security, and/or jeopardizes protection of the facility or Site security interests. The following are examples of performance failures or performance failures of similar import that will be considered third degree:
- (i) Loss, theft, diversion, or unauthorized disclosure of information classified as Confidential.
 - (ii) Negligent weapons and firearms-related incidents involving protective force operations/personnel (e.g., unauthorized weapons discharge, personal wounding).
 - (iii) Evidence that SNM data has been manipulated or falsified.
 - (iv) Inventory differences of Category IV SNM beyond alarm limits where there is no evidence that the difference is created by loss, theft, or diversion.
 - (v) Loss, theft, or diversion of Category IV quantities of SNM that is due to a failure or inadequacy of performance by the contractor.
 - (vi) Five (5) or more incidents that involve a potential compromise of classified information and/or unsecured classified repository, in any three (3) month period, of any type.
 - (vii) Receipt of any topical area rating of Unsatisfactory on any DOE Safeguards and Security survey, audit, and/or inspection.
 - (viii) Failure to implement corrective action(s) in response to any third degree performance failure.
 - (ix) Non-compliant or adverse cyber security performance that indicates serious cyber security program degradation (e.g., negative mission impacts or compromise of sensitive information [Sensitive Unclassified Information, Personally Identifiable Information, Unclassified Controlled Nuclear Information], etc.).

PART I – THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F

DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

- (a) The Contracting Officer issued a Contract Notice to Proceed on May 12, 2009. The Contractor shall not be entitled to allowable costs prior to the date of the Notice. Work shall begin with the *Transition Period* beginning on May 26, 2009, and upon completion on August 23, 2009, immediately start the *Base Period* of the Contract.
- (b) Performance of this Contract includes, unless sooner reduced, terminated or extended in accordance with the provisions of this Contract:
- (1) Transition Period – A 90 day period for transition of work from the existing Project Hanford Management Contract (PHMC) (Fluor Hanford, Inc.) to the MSC. The Contracting Officer may direct a change in the MSC transition period or may direct support to the transition of the TOC and PRC;
 - (2) Base Period – Five (5) year performance period (commencing on May 26, 2009 through May 25, 2014); and
 - (3) Option Period(s) –
 - (i) Option Period 1 is a three (3) year performance period. Option Period 1 will commence at the end of the *Base Period*. Period of performance is May 26, 2014 through May 25, 2017.
 - (ii) Option Period 2 is a two (2) year performance period. Option Period 2 will commence at the end of Option Period 1. Period of performance is May 26, 2017 through May 25, 2019.
 - (iii) All options will be exercised in accordance with the Section I Clause entitled, *FAR 52.217-9, Option to Extend the Term of the Contract*.
 - (4) Extension Period(s) –
 - (i) Extension Period 1 is a six (6) month performance period. The Extension Period will commence at the end of Option Period 2. Period of performance is May 26, 2019, through November 25, 2019.
 - (ii) Extension Period 2 is a six (6) month performance period. Extension Period 2 will commence at the end of Extension Period 1. Period of performance is November 26, 2019, through May 25, 2020. This extension is to enable continued services during the Government's process of awarding and transitioning to a follow-on contract. Therefore, performance by the Contractor may not be required for the full term of this period. Accordingly, the Government may direct an earlier cessation of performance, provided that the Contracting Officer issues a written notice

advising the Contractor of the revised contract performance period end date. Such notice shall be issued at least 60 days in advance of the revised contract performance period end date. Notice of early cessation of performance shall in no way entitle the Contractor to additional consideration outside of the existing contract terms and conditions and shall not be considered to constitute a termination for convenience.

- (iii) Extension Period 3 is a six (6) month period of performance, with a six (6) month option. Extension Period 3 will commence at the end of Extension Period 2. Period of performance is May 26, 2020, through November 25, 2020, with a six month option for a period of performance of November 26, 2020, through May 25, 2021. This extension is to enable continued services during the Government's protest period and transition to a follow-on contract. Dependent upon the disposition of the protest and the end of the transition period, performance by the Contractor may not be required for the full term of this period. Accordingly, the Government may direct an earlier cessation of performance, provided that the Contracting Officer issues a written notice advising the Contractor of the revised contract performance period end date. Such notice shall be issued at least 60 days in advance of the revised contract performance period end date. Notice of early cessation of performance shall in no way entitle the Contractor to additional consideration outside of the existing contract terms and conditions and shall not be considered to constitute a termination for convenience.

- a. The option will be exercised in accordance with the Section I Clause entitled, *FAR 52.217-9, Option to Extend the Term of the Contract*.

- (c) The maximum period of performance for the Contract (including the Transition Period), if extended beyond the Base Period of the Contract, shall not exceed twelve (12) years.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this Contract shall be the Hanford Site, near Richland, Washington, and other facilities as directed by the Contracting Officer.

F.3 FAR 52.242-15, STOP-WORK ORDER (AUG 1989) – ALTERNATE I (APR 1984)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allowable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:

- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination Clause of this Contract.
- (b) If a stop-work order issued under this Clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected and the contract shall be modified, in writing, accordingly, if:
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allowable to, the performance of any part of this contract; and
 - (2) The Contractor asserts a claim for the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim asserted at any time before final payment under this Contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

PART II - CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This Contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.2	FAR 52.202-1	Definitions (Jul 2004) as modified by DEAR 952.202-1 (Mar 2002)	None
I.3	FAR 52.203-3	Gratuities (Apr 1984)	None
I.4	FAR 52.203-5	Covenant Against Contingent Fees (Apr 1984)	None
I.5	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (Sept 2006)	None
I.6	FAR 52.203-7	Anti-Kickback Procedures (Oct 2010)	None
I.7	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)	None
I.8	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)	None
I.9	FAR 52.203-12	Limitations on Payments to Influence Certain Federal Transactions (Oct 2010)	None
1.9b	FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights.	None
1.9a	FAR 52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	None
I.10	FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)	None
I.11	FAR 52.204-7	Central Contractor Registration (Jul 2006)	None
I.12	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (Sept 2007)	None
I.12b	FAR 52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)	None
I.12a	FAR 52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)	None
I.13	FAR 52.208-9	Contractor Use of Mandatory Sources of Supply or Services (Jul 2004)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.14	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Sept 2006)	None
I.15	FAR 52.215-2	Audit and Records – Negotiation (Oct 2010)	None
I.16	FAR 52.215-8	Order of Precedence – Uniform Contract Format (Oct 1997)	None
I.17	FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (Oct 2010)	None
I.18	FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications (Oct 2010)	None
I.19	FAR 52.215-14	Integrity of Unit Prices (Oct 2010)	None
I.20	FAR 52.215-15	Pension Adjustments and Asset Reversions (Oct 2010)	None
I.21	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)	None
I.22	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (Jul 2005)	None
I.23	FAR 52.215-19	Notification of Ownership Changes (Oct 1997) (<i>see full text version in Section I</i>)	None
I.24	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data—Modifications (Oct 2010) Alternate III (Oct 1997)	None
I.25	FAR 52.217-8	Option to Extend Services (Nov 1999)	180 to 30 days prior to the expiration date of this Contract
I.26	FAR 52.217-9	Option to Extend the Term of the Contract (Mar 2000)	(a) 180 days prior to the expiration date of this Contract 60 (c) 12 years excluding the Transition Period
I.27	FAR 52.219-4	Notice of Price Evaluation Preference for HUBZONE Small Business Concerns (Jan 2011)	(c) Offeror fill-in (N/A)
I.28	FAR 52.219-8	Utilization of Small Business Concerns (Jan 2011)	None
I.29	FAR 52.219-9	Small Business Subcontracting Plan (Jan 2011) – Alternate II (Oct 2001)	None
I.30	FAR 52.219-16	Liquidated Damages – Subcontracting Plan (Jan 1999)	None
I.31	FAR 52.219-25	Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (Dec 2010)	None
I.31a	FAR 52.219-28	Post-Award Small Business Program Representation (Apr 2009)	None
I.32	FAR 52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	None

Clause No.	FAR/DEAR Reference	Title	Fill-in Information (see FAR 52.104(d))
I.33	FAR 52.222-2	Payment for Overtime Premiums (Jul 1990)	(a) The percentage specified in the Section H Clause entitled, <i>Overtime Control Plan</i>
I.34	FAR 52.222-3	Convict Labor (Jun 2003)	None
I.35	FAR 52.222-4	Contract Work Hours and Safety Standards Act – Overtime Compensation (Jul 2005)	None
I.36	FAR 52.222-6	Davis-Bacon Act (Jul 2005)	None
I.37	FAR 52.222-7	Withholding of Funds (Feb 1988)	None
I.38	FAR 52.222-8	Payrolls and Basic Records (Nov 2009)	None
I.39	FAR 52.222-9	Apprentices and Trainees (Jul 2005)	None
I.40	FAR 52.222-10	Compliance with Copeland Act Requirements (Feb 1988)	None
I.41	FAR 52.222-11	Subcontracts (Labor Standards) (Jul 2005)	None
I.42	FAR 52.222-12	Contract Termination – Debarment (Feb 1988)	None
I.43	FAR 52.222-13	Compliance with Davis-Bacon and Related Act Regulations (Feb 1988)	None
I.44	FAR 52.222-14	Disputes Concerning Labor Standards (Feb 1988)	None
I.45	FAR 52.222-15	Certification of Eligibility (Feb 1988)	None
I.46	FAR 52.222-16	Approval of Wage Rates (Feb 1988)	None
I.47		Reserved	
I.48	FAR 52.222-20	Walsh-Healy Public Contracts Act (Dec 1996)	None
I.49	FAR 52.222-21	Prohibition of Segregated Facilities (Feb 1999)	None
I.50	FAR 52.222-26	Equal Opportunity (Apr 2015)	None
I.51	FAR 52.222-27	Affirmative Action Compliance Requirements for Construction (Feb 1999)	None
I.52	FAR 52.222-30	Davis-Bacon Act—Price Adjustment (None of Separately Specified Method) (Dec 2001)	None
I.53	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)	None
I.54	FAR 52.222-36	Affirmative Action for Workers with Disabilities (Jun 1998)	None
I.55	FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)	None
I.56	FAR 52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (<i>see full text version in Section I</i>)	None
I.57	FAR 52.222-41	Service Contract Act of 1965, As Amended (Nov 2007)	None
I.58	FAR 52.222-42	Statement of Equivalent Rates for Federal Hires (May 1989) (<i>see full text version in Section I</i>)	Fill-in information is underlined in full text
I.59	FAR 52.222-50	Combating Trafficking in Persons (Apr 2006)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.59a	FAR 52.222-54	Employment Eligibility Verification (Jan 2009)	None
I.59c	FAR 52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2017)	None
I.59b	FAR 52.223-2	Affirmative Procurement of Bio-Based Products under Service and Construction Contracts (Dec 2007)	None
I.60	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (Jan 1997) – Alternate I (Jul 1995)	(b) Offeror fill-in "None"
I.61	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (Aug 2003)	None
I.62	FAR 52.223-10	Waste Reduction Program (Aug 2000)	None
I.63	FAR 52.223-11	Ozone-Depleting Substances (May 2001) (<i>see full text version in Section I</i>)	(b) Offeror fill-in (N/A)
I.64	FAR 52.223-12	Refrigeration Equipment and Air Conditioners (May 1995)	None
I.65	FAR 52.223-14	Toxic Chemical Release Reporting (Aug 2003)	None
I.65a	FAR 52.223-15	Energy Efficiency in Energy-Consuming Products (Dec 2007)	None
I.65b	FAR 52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007)	None
I.65c	FAR 52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contract (May 2008)	None
I.65d	FAR 52.223-19	Compliance with Environmental Management Systems	None
I.66	FAR 52.224-1	Privacy Act Notification (Apr 1984)	None
I.67	FAR 52.224-2	Privacy Act (Apr 1984)	None
I.68	FAR 52.225-1	Buy American Act – Supplies (Jun 2003)	None
I.69	FAR 52.225-11	Buy American Act – Construction Materials Under Trade Agreements (Aug 2007) (<i>see full text version in Section I</i>)	(b) (3) None (d) Offeror fill-in
I.70	FAR 52.225-13	Restrictions on Certain Foreign Purchases (Feb 2006)	None
I.71	Reserved		
I.72	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)	None
I.73	FAR 52.227-3	Patent Indemnity (Apr 1984)	None
I.74	FAR 52.227-9	Refunds of Royalties (Apr 1984)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.75	FAR 52.227-23	Rights to Proposal Data (Technical) (Jun 1987)	Offeror fill-in "that include the proprietary data legends required by FAR 52.215-1(e) or that contain any financial information and all pages in Volumes I and III regardless of whether or not they are so labeled, and other than pages labeled as tables of contents, title pages or list of acronyms,"
I.76	FAR 52.230-2	Cost Accounting Standards (Apr 1998)	None
I.77	FAR 52.230-6	Administration of Cost Accounting Standards (Apr 2005)	None
I.78	FAR 52.232-9	Limitation on Withholding of Payments (Apr 1984)	None
I.79	FAR 52.232-12	Advance Payments (May 2001) Alt II (May 2001) (<i>see full text version in Section I</i>)	(a), (b), (c) (e), (p) (8), (13), (14). Fill-in information is underlined in full text
I.80	FAR 52.232-17	Interest (Jun 1996)	None
I.81	FAR 52.232-18	Availability of Funds (Apr 1984)	None
I.82	FAR 52.232-22	Limitation of Funds (Apr 1984)	None
I.83	FAR 52.232-24	Prohibition of Assignment of Claims (Jan 1986)	None
I.84	FAR 52.232-25	Prompt Payment (Oct 2003) – Alternate I (Feb 2002)	None
I.85	FAR 52.232-33	Payment of Electronic Funds Transfer –Central Contractor Registration (Oct 2003)	None
I.86	FAR 52.233-1	Disputes (Jul 2002) – Alternate I (Dec 1991)	None
I.87	FAR 52.233-3	Protest After Award (Aug 1996) – Alternate I (Jun 1985)	None
I.88	FAR 52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
1.89	FAR 52.234-4	Earned Value Management System (Jul 2006)	(g) Lockheed Martin Integrated Technology; LLC, Jacobs Engineering Group, Inc.; Wackenhut Services, Inc.; Computer Sciences Corporation; and future subcontractors that meet the definition of teaming subcontractors as defined in FAR 9.6.
1.90	FAR 52.236-2	Differing Site Conditions (Apr 1984)	None
1.91	FAR 52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)	None
1.92	FAR 52.236-5	Material and Workmanship (Apr 1984)	None
1.93	FAR 52.236-7	Permits and Responsibilities (Nov 1991)	None
1.94	FAR 52.236-18	Work Oversight in Cost Reimbursement Construction Contracts (Apr 1984)	None
1.95	FAR 52.236-19	Organization and Direction of the Work (Apr 1984)	None
1.96	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)	None
1.97	FAR 52.237-3	Continuity of Services (Jan 1991)	None
1.98	FAR 52.239-1	Privacy or Security Safeguards (Aug 1996)	None
1.99	FAR 52.242-1	Notice of Intent to Disallow Costs (Apr 1984)	None
1.100	FAR 52.242-3	Penalties for Unallowable Costs (May 2001)	None
1.101	FAR 52.242-4	Certification of Final Indirect Costs (Jan 1997)	None
1.102	FAR 52.242-13	Bankruptcy (Jul 1995)	None
1.103	FAR 52.243-2	Changes – Cost Reimbursement (Aug 1987) – Alternate II (Apr 1984), Alternate III (Apr 1984), and Alternate IV (Apr 1984)	None
1.103a	FAR 52-243-6	Change Order Accounting (Apr 1984)	None
1.104	FAR 52.243-7	Notification of Changes (Apr 1984)	(b) 10 (d) 30
1.105	FAR 52.244-2	Subcontracts (Jun 2007) – Alternate I (Jun 2007)	(e) N/A (k) N/A
1.106	FAR 52.244-5	Competition in Subcontracting (Dec 1996)	None
1.107	FAR 52.244-6	Subcontracts for Commercial Items (Mar 2007)	None
1.108	FAR 52.245-1	Government Property Jun 2007))	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.109	FAR 52.245-9	Use and Charges (Jun 2007)	
I.109a	FAR 52.246-25	Limitation of Liability – Services (Feb 1997)	None
I.110	FAR 52.247-1	Commercial Bill of Lading Notations (Feb 2006)	(a) Department of Energy (b) Department of Energy Contract No. DE-AC06-09RL14728, the Contract Administration Office specified in the Section G Clause entitled, <i>Contract Administration</i>
I.111	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (Jun 2003)	None
I.112	FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006)	None
I.113	FAR 52.247-67	Submission of Commercial Transportation Bills to the General Services Administration for Audit (Feb 2006) (<i>see full text version in Section I</i>)	(c) Fill-in information is underlined in full text
I.114	FAR 52.249-6	Termination (Cost Reimbursement) (May 2004)	None
I.115	FAR 52.249-14	Excusable Delays (Apr 1984)	None
I.116	FAR 52.251-1	Government Supply Sources (Apr 1984) Alternate I (Apr 1984)	None
I.117	FAR 52.251-2	Interagency Fleet Management System Vehicles and Related Services (Jan 1991)	None
I.118	FAR 52.252-6	Authorized Deviations in Clauses (Apr 1984) (<i>see full text version in Section I</i>)	(b) Fill-in information is underlined in full text
I.119	FAR 52.253-1	Computer Generated Forms (Jan 1991)	None
I.120	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	None
I.121	DEAR 952.204-2	Security Requirements (May 2002)	None
I.122	DEAR 952.204-70	Classification/Declassification (Sep 1997)	None
I.123	DEAR 952.204-75	Public Affairs (Dec 2000)	None
I.124	DEAR 952.208-7	Tagging of Leased Vehicles (Apr 1984)	None
I.125	DEAR 952.208-70	Printing (Apr 1984)	None
I.126	DEAR 952.209-72	Organizational Conflicts of Interest Alternate I (Jun 1997)	None
I.127	DEAR 952.215-70	Key Personnel (Dec 2000)	None
I.128	FAR 52.216-7/ DEAR 952.216-7	Allowable Cost and Payment (Dec 2002); Alternate II	(a) (3) 30 th

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.129	DEAR 952.217-70	Acquisition of Real Property (Apr 1984)	None
I.130	DEAR 952.223-75	Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)	None
I.130a	DEAR 952.223-78	Sustainable Acquisition Program (Oct 2010)	None
I.131	DEAR 952.224-70	Paperwork Reduction Act (Apr 1994)	None
I.132	DEAR 952.226-74	Displaced Employee Hiring Preference (Jun 1997)	None
I.133	DEAR 952.231-71	Insurance -- Litigation and Claims (Jul 2013)	None
I.134	DEAR 952.242-70	Technical Direction (Dec 2000)	None
I.135	DEAR 952.247-70	Foreign Travel (Dec 2000)	None
I.136	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (Jun 1996)	None
I.137	DEAR 952.251-70	Contractor Employee Travel Discounts (Dec 2000)	None
I.138	DEAR 970.5203-1	Management Controls (Jun 2007)	None
I.139	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (Dec 2000)	None
I.140	DEAR 970.5204-3	Access to and Ownership of Records (October 2014) (Deviation)	None
I.141	DEAR 970.5217-1	Work for Others Program (Jan 2005)	None
I.142	DEAR 970.5223-1	Integration of Environment, Safety, and Health Into Work Planning and Execution (Dec 2000)	None
I.143	DEAR 970.5223-4	Workplace Substance Abuse Programs at DOE Sites (Dec 2000)	None
I.144	DEAR 970.5223-5	DOE Motor Vehicle Fleet Fuel Efficiency (Oct 2003)	None
I.144a	DEAR 970.5223-6	Executive Order 13423 Strengthening Federal Environmental, Energy, and Transportation Management	None
I.145	DEAR 970.5226-2	Workforce Restructuring Under Section 3161 of the National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)	None
I.146	DEAR 970.5226-3	Community Commitment (Dec 2000)	None
I.147	DEAR 970.5227-1	Rights in Data – Facilities (Dec 2000)	None
I.148	DEAR 970.5227-4	Authorization and Consent (Aug 2002)	None
I.149	DEAR 970.5227-6	Patent Indemnity-Subcontracts (Dec 2000)	None
I.150	DEAR 970.5227-9	Notice of Right to Request Patent Waiver (Dec 2000)	None
I.151	DEAR 970.5227-10	Patent Rights – Management and Operating Contracts, Non-Profit Organization or Small Business Firm Contractor (Aug 2002)	None
I.152	DEAR 970.5227-11	Patent Rights – Management and Operating Contracts, For-Profit Contractor, Non-Technology Transfer (Dec 2000)	None
I.153	DEAR 970.5229-1	State and Local Taxes (Dec 2000)	None
I.154	DEAR 970.5231-4	Preexisting Conditions (Dec 2000) Alternate II (Dec 2000)	the first day of the base period as defined in Clause F.1 (a)
I.155	DEAR 970.5232-3	Accounts, Records, and Inspection (Jun 2007) Alternate I (Dec 2000)	None
I.156	DEAR 970.5232-5	Liability with Respect to Cost Accounting Standards (Dec 2000)	None

Clause No.	FAR/DEAR Reference	Title	Fill-In Information (see FAR 52.104(d))
I.157	DEAR 970.5232-6	Work for Others Funding Authorization (Dec 2000)	None

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

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall—
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor’s ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this Contract that meet the applicability requirement of FAR 15.408(k).

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

- (a) *Definition.* As used in this clause—“United States” means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to

employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

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

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

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

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

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

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR Part 470, Subpart B— Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

- (e) The requirement to post the employee notice in paragraph (b) does not apply to—
- (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that—
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall—
- (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

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

I.58 FAR 52.222-42, STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

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

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

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

- (a) *Definition.* "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

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

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

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

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

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

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

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

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

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

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

“Cost of components” means—

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

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

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

“Domestic construction material” means—

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

- (ii) The construction material is a COTS item.

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

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

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

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

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

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

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

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

- (b) Construction materials.

- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated country construction materials.
- (2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

- (3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:
- None
- (4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—
- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
 - (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
 - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American Act.
- (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—
 - (A) A description of the foreign and domestic construction materials;
 - (B) Unit of measure;
 - (C) Quantity;
 - (D) Price;
 - (E) Time of delivery or availability;
 - (F) Location of the construction project;
 - (G) Name and address of the proposed supplier; and
 - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
 - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

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

Foreign and Domestic Construction Materials Price Comparison

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

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

[Include other applicable supporting information.]

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

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

- (a) *Requirements for payment.* Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, identified in the Section G Clause entitled Contract Administration, or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed the amount specified in the Section B Clause entitled Obligation and Availability of Funds. If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.
- (b) *Special account.* Until (1) the Contractor has liquidated all advance payments made under the contract and related interest charges and (2) the administering office has approved in writing the release of any funds due and payable to the Contractor, all advance payments and other payments under this contract shall be made by check payable to the Contractor marked for deposit only in the Contractor's special account with the institution identified in the Section J Attachment entitled Special Financial Institution Account Agreement. None of the funds in the special account shall be mingled with other funds of the Contractor. Withdrawals from the special account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.
- (c) *Use of funds.* The Contractor shall withdraw funds from the special account only to pay for allowable costs as prescribed by the Section I clause entitled Allowable Cost and Payment of this contract. Payment for any other types of expenses shall be approved in writing by the administering office.
- (d) *Repayment to the Government.* At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) of this clause. If the Contractor fails to repay the amount requested by the administering office, all or any part of the unliquidated advance payments may be withdrawn from the special account by check signed by only the countersigning agent and applied to reduction of the unliquidated advance payments under this contract.
- (e) *Maximum payment.* When the sum of all unliquidated advance payments, unpaid interest charges, and other payments equal the total estimated cost as identified in Section B Clause entitled Contract Cost and Contract Fee (not including fixed-fee, if any) for the work under this contract, the Government shall withhold further payments to the Contractor. Upon completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and interest charges payable. The Contractor shall pay any deficiency to the Government upon demand. For purposes of this paragraph, the estimated cost shall be considered to be the stated estimated cost, less any subsequent reductions of the estimated cost, plus any increases in the estimated costs that do not, in the aggregate, exceed 10% of the total amount identified in Section B Clause entitled

Contract Cost and Contract Fee. The estimated cost shall include, without limitation, any reimbursable cost (as estimated by the Contracting Officer) incident to a termination for the convenience of the Government. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(f) *Interest.*

- (1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in paragraph (f)(3) of this clause. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge, the following shall be observed:
 - (i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check.
 - (ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer.
 - (iii) Liquidations by deductions from payments to the Contractor shall be considered as decreasing the unliquidated balance as of the dates on which the Contractor presents to the Contracting Officer full and accurate data for the preparation of each voucher. Credits resulting from these deductions shall be made upon the approval of the reimbursement vouchers by the Disbursing Officer, based upon the Contracting Officer's certification of the applicable dates.
- (2) Interest charges resulting from the monthly computation shall be deducted from any payments on account of the fixed-fee due to the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments of the contract price or fixed-fee. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon (i) satisfactory completion or (ii) termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.
- (3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the higher of (i) the published prime rate of the financial institution (depository) in which the special account is established or (ii) the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S.C. App. 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rates.

- (4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.
- (g) *Financial institution agreement.* Before an advance payment is made under this contract, the Contractor shall transmit to the administering office, in the form prescribed by the administering office, an agreement in triplicate from the financial institution in which the special account is established, clearly setting forth the special character of the account and the responsibilities of the financial institution under the account. The Contractor shall select a financial institution that is a member bank of the Federal Reserve System, an "insured" bank within the meaning of the Federal Deposit Insurance Corporation Act (12 U.S.C. 1811), or a credit union insured by the National Credit Union Administration.
- (h) *Lien on special bank account.* The Government shall have a lien upon any balance in the special account paramount to all other liens. The Government lien shall secure the repayment of any advance payments made under this contract and any related interest charges.
- (i) *Lien on property under contract.*
 - (1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.
 - (2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.
 - (3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.
 - (4) If, under the termination clause, the Contracting Officer authorizes the Contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that—
 - (i) The termination inventory is sold or retained; and
 - (ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(j) Insurance.

- (1) The Contractor shall maintain with responsible insurance carriers—
 - (i) Insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality;
 - (ii) Adequate insurance against liability on account of damage to persons or property; and
 - (iii) Adequate insurance under all applicable workers' compensation laws.
- (2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the Contractor shall—
 - (i) Maintain this insurance;
 - (ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and
 - (iii) Furnish any evidence with respect to its insurance that the administering office may require.

(k) Default.

- (1) If any of the following events occurs, the Government may, by written notice to the Contractor, withhold further withdrawals from the special account and further payments on this contract:
 - (i) Termination of this contract for a fault of the Contractor.
 - (ii) A finding by the administering office that the Contractor has failed to—
 - (A) Observe any of the conditions of the advance payment terms;
 - (B) Comply with any material term of this contract;
 - (C) Make progress or maintain a financial condition adequate for performance of this contract;
 - (D) Limit inventory allocated to this contract to reasonable requirements; or
 - (E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.

- (iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.
 - (iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special account.
 - (v) The commission of an act of bankruptcy.
- (2) If any of the events described in paragraph (k)(1) of this clause continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:
- (i) Withdraw by checks payable to the Treasurer of the United States, signed only by the countersigning agency, all or any part of the balance in the special account and apply the amounts to reduce outstanding advance payments and any other claims of the Government against the Contractor.
 - (ii) Charge interest, in the manner prescribed in paragraph (f) of this clause, on outstanding advance payments during the period of any event described in paragraph (k)(1) of this clause.
 - (iii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.
 - (iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.
- (3) The Government may take any of the actions described in paragraphs (k)(1) and (2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.
- (l) *Prohibition against assignment.* Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.

- (m) *Information and access to records.* The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements together with a report on the operation of the special account in the form prescribed by the administering office; and (2) if requested, other information concerning the operation of the Contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.
- (n) *Other security.* The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.
- (o) *Representations.* The Contractor represents the following:
 - (1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.
 - (2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.
 - (3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.
 - (4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.
 - (5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.
 - (6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.
 - (7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.
 - (8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.
- (p) *Covenants.* To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not—

- (1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;
- (2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;
- (3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;
- (4) Sell, convey, or lease all or a substantial part of its assets;
- (5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;
- (6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;
- (7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;
- (8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over the limitations established by FAR 31.205-6 and DEAR 970.3102-05-6 a year;
- (9) Change substantially the management, ownership, or control of the corporation;
- (10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;
- (11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation or a credit union insured by the National Credit Union Administration;
- (12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;
- (13) Make or covenant for capital expenditures exceeding \$0 in total;

- (14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than \$0; or
- (15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract:

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

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

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

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

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