AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 29

2. AMENDMENT/MODIFICATION NO. P00007

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 20EM002372

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE 893039

Richland Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN H5-20
Richland WA 99352

7. ADMINISTERED BY *(If other than Item 6)* CODE 00601

Richland Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN A7-80
Richland WA 99352

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

Hanford Mission Integration Solutions, LLC
Attn: Dalton Stupack
2490 Garlick Blvd
Richland WA 99354

CODE 081308549 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 89303320DEM000031

10B. DATED *(SEE ITEM 13)* 12/05/2019

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)*
See Financial Plan Detail Report 20-03 Net Increase: $1,000,000.00

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Clause B.3, DOE-B-2013 Obligation of Funds, Clause I.139 FAR 52.243-2, and by mutual agreement

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.)*

The purpose of this modification is to revise Hanford Mission Essential Services Contract Section B, Supplies or Services and Prices/Costs, to increase the contract value in Contract Line Item Number (CLIN) 0001, Contract Transition, as requested in Hanford Mission Integration Solutions LLC letter dated September 4, 2020 (HMESC-T-2000032), and agreed upon in the U.S. Department of Energy Richland Operations Office letter dated September 29, 2020 (20-PRO-0302). This modification also provides incremental funding for CLIN 0001. The changes are reflected in Attachment 1, Changes. Section B is replaced in its entirety.

The total contract value is increased by $2,401,693.00 from $4,002,348,330.00 to $4,004,750,023.00.

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
(Signature of person authorized to sign)

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA
Signature on File
(Signature of Contracting Officer)

16C. DATE SIGNED 09/29/2020

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF 29

2. AMENDMENT/MODIFICATION NO. P00007

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 20EM002372

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE 893039

Richland Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN H5-20
Richland WA 99352

7. ADMINISTERED BY *(If other than Item 6)* CODE 00601

Richland Operations Office
U.S. Department of Energy
Richland Operations Office
P.O. Box 550, MSIN A7-80
Richland WA 99352

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State and ZIP Code)*

Hanford Mission Integration Solutions, LLC
Attn: Dalton Stupack
2490 Garlick Blvd
Richland WA 99354

CODE 081308549 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. 89303320DEM000031

10B. DATED *(SEE ITEM 13)* 12/05/2019

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)*
See Financial Plan Detail Report 20-03 Net Increase: $1,000,000.00

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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER *(Specify type of modification and authority)* Clause B.3, DOE-B-2013 Obligation of Funds, Clause I.139 FAR 52.243-2, and by mutual agreement

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.)*

The purpose of this modification is to revise Hanford Mission Essential Services Contract Section B, Supplies or Services and Prices/Costs, to increase the contract value in Contract Line Item Number (CLIN) 0001, Contract Transition, as requested in Hanford Mission Integration Solutions LLC letter dated September 4, 2020 (HMESC-T-2000032), and agreed upon in the U.S. Department of Energy Richland Operations Office letter dated September 29, 2020 (20-PRO-0302). This modification also provides incremental funding for CLIN 0001. The changes are reflected in Attachment 1, Changes. Section B is replaced in its entirety.

The total contract value is increased by $2,401,693.00 from $4,002,348,330.00 to $4,004,750,023.00.

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)*
Dalton Stupack, Contract Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Timothy E. Corbett

15B. CONTRACTOR/OFFEROR
(Signature of person authorized to sign)

15C. DATE SIGNED 09/29/2020

16B. UNITED STATES OF AMERICA
(Signature of Contracting Officer)

16C. DATE SIGNED

NAME OF OFFEROR OR CONTRACTOR
Hanford Mission Integration Solutions, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	CLIN 0001 total contract value is increased by $2,401,693.00 from $1,604,719.00 to $4,006,412.00. In accordance with contract Clause B.3, DOE-B-2013 Obligation of Funds (Oct 2014), this modification revises Section B.3(a). The amount of obligated funds is hereby increased by $1,000,000.00 from $1,604,719.00 to $2,604,719.00. CLIN 0001 obligated funds is increased by $1,000,000.00 from $1,604,719.00 to $2,604,719.00. Attachments: Attachment 1 - Changes Attachment 2 - Section B Conformed Attachment 3 - Financial Plan Detail Report 20-03 There are no other changes to the terms and conditions of the contract. Payment: VIPERS https://vipers.doe.gov Any questions, please contact by call/email 855-384-7377 or VipersSupport@hq.doe.gov Period of Performance: 08/17/2020 to 08/16/2025				

The following revisions are included with this modification:

Section B

Supplies or Services and Prices/Costs

B.3 DOE-B-2013 Obligation of Funds (Oct 2014)

(a) Pursuant to Clause I.118 of this Contract entitled FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated this amount is sufficient to cover performance.

	Obligated Amount
CLIN 0001	$ ~~1,604,719.00~~2,604,719.00
CLIN 0002	$ TBD
CLIN 0003	$ TBD
CLIN 0004	$ TBD
CLIN 0005	$ TBD
CLIN 0007	$ TBD
CLIN 0008	$ TBD
Total	**$ ~~1,604,719.00~~2,604,719.00**

The total obligation amount of $~~1,604,719.00~~2,604,719.00 is available for payment of services provided from the effective date of this Contract through December 14, 2020.

Table B-2. Total Estimated Contract Cost and Fee by Period of Performance

Total Period of Performance												
	Base Period (60 Months)			Option 1 (36 Months)			Option 2 (24 Months)			Years 1 - 10		
Description	**Estimated Cost**	**Fee**	**Estimated Cost & Fee**	**Estimated Cost**	**Fee**	**Estimated Cost & Fee**	**Estimated Cost**	**Fee**	**Estimated Cost & Fee**	**Estimated Cost**	**Fee**	**Estimated Cost & Fee**
CLIN 0001 – Contract Transition	~~$1,604,719~~ $4,006,412	N/A	~~$1,604,719~~ $4,006,412	N/A	N/A	N/A	N/A	N/A	N/A	~~$1,604,719~~ $4,006,412	N/A	~~$1,604,719~~ $4,006,412
CLINs 0002, 1002, 2002 – Hanford Site Benefit Plans	$233,182,337	N/A	$233,182,337	$169,484,290	N/A	$169,484,290	$120,795,055	N/A	$120,795,055	$523,461,682	N/A	$523,461,682
CLINs 0003, 1003, 2003 – Legacy Benefit Plans and Legacy Workers' Compensation	$212,893,942	N/A	$212,893,942	$141,386,178	N/A	$141,386,178	$97,020,220	N/A	$97,020,220	$451,300,339	N/A	$451,300,339
CLINs 0004, 1004, 2004 – Infrastructure and Site Services	$1,031,097,644	$72,176,835	$1,103,274,479	$687,045,562	$48,093,189	$735,138,751	$484,077,329	$33,885,413	$517,962,742	$2,202,220,535	$154,155,437	$2,356,375,972
CLINs 0005, 1005, 2005 – DOE Small Business Procurement Pre-Award Support	$898,156	$62,871	$961,027	$673,048	$47,113	$720,161	$474,882	$33,242	$508,123	$2,046,085	$143,226	$2,189,311
CLINs 0006, 1006, 2006 – UBS to Be Provided to OHCs	$340,135,394	$27,210,832	$367,346,225	$222,208,437	$17,776,675	$239,985,112	$155,359,997	$12,428,800	$167,788,797	$717,703,828	$57,416,306	$775,120,134
UBS Reimbursement from OHCs (offset CLINs 0006, 1006, 2006)	($340,135,394)	N/A	($340,135,394)	($222,208,437)	N/A	($222,208,437)	($155,359,997)	N/A	($155,359,997)	($717,703,828)	N/A	($717,703,828)
Total Cost and Fee	**~~$1,479,676,797~~ $1,482,078,490**	**$99,450,537**	**~~$1,579,127,335~~ $1,581,529,028**	**$998,589,077**	**$65,916,978**	**$1,064,506,055**	**$702,367,486**	**$46,347,455**	**$748,714,940**	**~~$3,180,633,360~~ $3,183,035,053**	**$211,714,970**	**~~$3,392,348,330~~ $3,394,750,023**
CLINs 0007, 1007, 2007 – Infrastructure Reliability Projects	To be determined as task orders are issued											$385,000,000
CLINs 0008, 1008, 2008 – DOE Small Business Procurement Post-Award Support and Other Directed Work Scope	To be determined as task orders are issued											$225,000,000
Total Estimated Contract Value												**~~$4,002,348,330~~ $4,004,750,023**

CLIN = Contract Line Item Number
[G] = Government Provided
N/A = Not Applicable
OHC = Other Hanford Contractor
[P] = Offeror Proposed
UBS = Usage-Based Service

Part I – The Schedule

Section B

Supplies or Services and Prices/Costs

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B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (Oct 2014)

The Contractor shall furnish the personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Contract as furnished by the Government) and otherwise do the things necessary for, or incident to, the performance of work as described in Section C, *Performance Work Statement* (PWS).

B.2 Type of Contract

(a) This is a performance-based Contract that includes Cost Reimbursement (CR) (non-fee bearing), Cost-Plus-Award-Fee (CPAF), and Indefinite Delivery/Indefinite Quantity (IDIQ) Contract Line Item Numbers (CLIN).

(b) The Contract consists of the following CLINs (Table B-1):

Table B-1. Contract CLIN Structure

CLIN	CLIN Title	Contract Type	PWS Section(s)
Base Period of Performance (60 months)			
0001	Contract Transition (120 calendar days included in the 60 month Base Period of Performance)	CR (no fee)	Section C entitled, *Contract Transition*
0002	Hanford Site Benefit Plans	CR (no fee)	Section C entitled, *Responsibilities for Sponsorship, Management and Administration of Contractor Employee Pension and Other Benefit Plans*
0003	Legacy Benefit Plans and Legacy Workers' Compensation	CR (no fee)	Section C entitled, *Responsibilities for Legacy Post-Retirement Benefit Plans and Legacy Workers' Compensation*
0004	Infrastructure and Site Services	CPAF	Section C entitled, *Infrastructure and Site Services*
0005	DOE Small Business Procurement Pre-Award Support	CPAF	Section C entitled, *DOE Small Business Procurement Pre-Award Support*
0006	UBS to be Provided to OHCs	CPAF	Section C entitled, *Usage-Based Services to Be Provided to Other Hanford Contractors*; Section H Clause entitled, *Hanford Site Services and Interface Requirements Matrix*, and Section J, Attachments J-3.a and J-3.b
0007	Infrastructure Reliability Projects	IDIQ	Section C entitled, *Infrastructure Reliability Projects*

Table B-1. Contract CLIN Structure

CLIN	CLIN Title	Contract Type	PWS Section(s)
0008	DOE Small Business Procurement Post-Award Support and Other Directed Work Scope	IDIQ	Section C entitled, *DOE Small Business Procurement Post-Award Support and Other Directed Work Scope*
Option 1 Period of Performance (36 months)			
1002	Hanford Site Benefit Plans	CR (no fee)	Section C entitled, *Responsibilities for Sponsorship, Management and Administration of Contractor Employee Pension and Other Benefit Plans*
1003	Legacy Benefit Plans and Legacy Workers' Compensation	CR (no fee)	Section C entitled, *Responsibilities for Legacy Post-Retirement Benefit Plans and Legacy Workers' Compensation*
1004	Infrastructure and Site Services	CPAF	Section C entitled, *Infrastructure and Site Services*
1005	DOE Small Business Procurement Pre-Award Support	CPAF	Section C entitled, *DOE Small Business Procurement Pre-Award Support*
1006	UBS to be Provided to OHCs	CPAF	Section C entitled, *Usage-Based Services to Be Provided to Other Hanford Contractors*; Section H clause entitled, *Hanford Site Services and Interface Requirements Matrix*, and Attachments J-3.a and J-3.b
1007	Infrastructure Reliability Projects	IDIQ	Section C entitled, *Infrastructure Reliability Projects*
1008	DOE Small Business Procurement Post-Award Support and Other Directed Work Scope	IDIQ	Section C entitled, *DOE Small Business Procurement Post-Award Support and Other Directed Work Scope*
Option 2 Period of Performance (24 months)			
2002	Hanford Site Benefit Plans	CR (no fee)	Section C entitled, *Responsibilities for Sponsorship, Management and Administration of Contractor Employee Pension and Other Benefit Plans*

Table B-1. Contract CLIN Structure

CLIN	CLIN Title	Contract Type	PWS Section(s)
2003	Legacy Benefit Plans and Legacy Workers' Compensation	CR (no fee)	Section C entitled, *Responsibilities for Legacy Post-Retirement Benefit Plans and Legacy Workers' Compensation*
2004	Infrastructure and Site Services	CPAF	Section C entitled, *Infrastructure and Site Services*
2005	DOE Small Business Procurement Pre-Award Support	CPAF	Section C entitled, *DOE Small Business Procurement Pre-Award Support*
2006	UBS to Be Provided to OHCs	CPAF	Section C *entitled, Usage-Based Services to Be Provided to Other Hanford Contractors*; Section H clause entitled, *Hanford Site Services and Interface Requirements Matrix*, and Attachments J-3.a and J-3.b
2007	Infrastructure Reliability Projects	IDIQ	Section C entitled, *Infrastructure Reliability Projects*
2008	DOE Small Business Procurement Post-Award Support and Other Directed Work Scope	IDIQ	Section C entitled, *DOE Small Business Procurement Post-Award Support and Other Directed Work Scope*

CLIN = Contract Line Item Number
CPAF = Cost-Plus-Award-Fee
CR = Cost Reimbursement
DOE = U.S. Department of Energy
IDIQ = Indefinite Delivery/Indefinite Quantity
OHC = Other Hanford Contractors
PWS = Performance Work Statement
UBS = Usage-Based Service

(c) CLIN Types:

(1) CR (non-fee bearing) CLIN 0001 – Contract Transition

The Contract Transition Period is anticipated to be a period beginning with issuance of a Notice to Proceed (NTP). The Transition Period is as defined in the Section F clause, *DOE-F-2003 Period of Performance – Alternate I and Alternate II (Oct 2014) (Revised)*. Costs are reimbursed on the basis of actual allowable costs incurred to the Contract, and there is no fee for the Contract Transition Period.

(2) CR (non-fee bearing) CLINs 0002, 1002, 2002 – Hanford Site Benefit Plans

These CLINs cover the costs associated with the Sponsorship, Management, and Administration of Contractor Employee Pension and Other Benefit Plans as stated in Section C entitled, *Responsibilities for Sponsorship, Management, and Administration of Contractor Employee Pension and Other Benefit Plans*. Non-labor related costs to perform these functions reside within these CLINs. Labor related costs to perform the management and administration functions shall be charged to the Business Administration scope (Section C entitled, *Business Administration*)

under the Infrastructure and Site Services CLINs. Costs are reimbursed on the basis of actual allowable costs incurred to the Contract, and there is no fee for CR CLINs 0002, 1002, 2002.

(3) CR (non-fee bearing) CLINs 0003, 1003, 2003 – Legacy Benefit Plans and Legacy Workers' Compensation

These CLINs cover the costs associated with the Sponsorship, Management, and Administration of Legacy Benefit Plans; Pension and Post-Retirement Benefit Plans, and Workers' Compensation, as defined in Section C entitled, *Responsibilities for Legacy Post-Retirement Benefit Plans and Legacy Workers' Compensation*. Non-labor related costs to perform these functions reside within these CLINs. Labor related costs to perform the management and administration functions are to be charged to the Business Administration scope (Section C entitled, *Business Administration*) under the Infrastructure and Site Services CLINs. Costs are reimbursed on the basis of actual allowable costs incurred to the Contract, and there is no fee for CR CLINs 0003, 1003, 2003.

(4) CPAF CLINs 0004, 1004, 2004 – Infrastructure and Site Services

These CLINs cover the costs and fee associated with the work scope defined in Section C entitled, *Infrastructure and Site Services*. Costs are reimbursed on the basis of actual allowable costs incurred to the Contract. Payment of fee associated with these CLINs will be made in accordance with Sections B entitled, *Fee*, *Provisional Payment of Fee*, and *Fee Reductions*, and Section J Attachment entitled, *Performance Evaluation and Measurement Plan* (PEMP).

(5) CPAF CLINs 0005, 1005, 2005 – DOE Small Business Procurement Pre-Award Support

These CLINs cover the costs and fee associated with the work scope defined in Section C entitled, *DOE Small Business Procurement Pre-Award Support*. Costs are reimbursed on the basis of actual allowable costs incurred to the Contract. Payment of fee associated with these CLINs will be made in accordance with Sections B entitled, *Fee*, *Provisional Payment of Fee*, and *Fee Reductions*, and Section J Attachment entitled, *PEMP*.

(6) CPAF CLINs 0006, 1006, 2006 – Usage-Based Service (UBS) to Be Provided to Other Hanford Contractors (OHC).

(A) These CLINs cover the OHC requested UBS to be provided by the Contractor through a Service Level Agreement or similar type of arrangement and may include mandatory and optional services in accordance with Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*, and in accordance with PWS, Section C entitled, *Usage-Based Services to Be Provided to Other Hanford Contractors*. The OHCs will reimburse the cost to the Contractor at full cost recovery (exclusive of fee); UBS cost is a pass-through cost to the OHCs. Funding for the cost to perform the UBS to Be Provided to OHCs is obligated to the OHCs; therefore, funding for UBS to Be Provided to OHCs is not directly obligated to the Contract through the Section B clause entitled, *DOE-B-2013 Obligation of Funds (Oct 2014)*, or included in Section B entitled, *Estimated Annual Contract Value*. OHC reimbursement for UBS shall be recognized by the Contractor as UBS Reimbursement from OHCs in the Contract Cost and Fee Tables below (Tables B-2 and B-3a through B-3c). Fee for the *UBS to Be Provided to OHCs* under these CLINs shall not exceed eight (8) percent and is part of the Contract value.

(B) When the cumulative volume change (e.g., service quantities, service levels, unit costs, etc.) of the estimated UBS is beyond a variance of +/-30% percent, the Government may require

the Contractor to submit a deductive change proposal, or the Contractor may submit a proposal for the Government's consideration of an upward adjustment to the fee at the end of each of the Contract Periods of Performance (Base, Option 1, and Option 2 if the options are exercised).

(C) To merit an upward fee adjustment, the Contractor shall demonstrate a cumulative volume change beyond the variance of +/-30 percent threshold from the basis of the fee calculation (e.g., estimated UBS to Be Provided to OHCs) at the beginning of each period of Contract performance. Furthermore, for each request for equitable adjustment related to a volume change in service levels, the Contractor shall demonstrate the drivers for the volume change, the impact of the change to the direct funded component, and the cost of the impact. Payment of fee associated with the performance of the UBS to Be Provided to OHCs by the Contractor under these CLINs will be made in accordance with Sections B entitled, *Fee*; *Provisional Payment of Fee*; *Fee Reductions*; and Section J Attachment entitled, *PEMP*.

(7) IDIQ CLINs 0007, 1007, 2007 – Infrastructure Reliability Projects and 0008, 1008, 2008 – DOE Small Business Procurement Post-Award Support and Other Directed Work Scope.

(A) Under the IDIQ CLINs, the Government may issue task orders under the contract type(s) the Government determines appropriate depending on the nature of the requirement for the delivery of work. Only the Contracting Officer (CO) may issue task orders to the Contractor, providing specific authorization or direction to perform work within the scope of the Contract. The Contractor may only incur, and be paid, costs/prices under this Contract in performance of task orders and task order modifications issued in accordance with the applicable Contract clause addressing payment, as included in each individual task order. The minimum and maximum quantities to be ordered as required by Contract Section I clause, *FAR 52.216-22, Indefinite Quantity*, for the IDIQ CLINs as follows: the minimum ordering guarantee for IDIQ CLINs is $25,000 for the full Contract Period of Performance, including Options 1 and 2, if exercised; the maximum quantity of services the Government will acquire under the IDIQ CLINs for the full Contract Period of Performance, including Options 1 and 2, if exercised, will not cumulatively exceed $610 million (inclusive of any fee or profit).

(B) Work under the IDIQ CLINs will be ordered by the issuance of individually negotiated task orders, which will contain specific terms and conditions applicable to the given task order. As the Government may require, the Contractor shall provide the specified services up to the maximum quantity identified above, on a schedule to be specified by the Government in accordance with the Contract Section I clause, *FAR 52.216-22, Indefinite Quantity*.

(C) For CPAF task orders, payment of fee for the services ordered and delivered shall be made in accordance with Sections B entitled, *Fee*, *Provisional Payment of Fee*, *Fee Reductions*, and Section J Attachment entitled, *PEMP*.

(D) The estimated cost or price will be established in each individual task order. The Contractor may propose the fee amount it determines appropriate for the individual task order, provided the fee/profit amount, as a percentage of the estimated cost of each proposed year, does not exceed the fee percentage ceiling as specified below in the Section B clause, *DOE-B-2015 Task Order Fee Ceiling (Oct 2014) (Revised)*.

(d) Definitions:

(1) Estimated Cost for each CLIN is defined as the cost to perform the CLIN agreed to by the parties at Contract award, and may be revised by modifications to the Contract in accordance with the

Contract terms. The exception is for the IDIQ CLINs; the estimated cost will be negotiated under each task order.

(2) Available Fee is defined as the amount of fee that may be earned under the Contract for each applicable fee-bearing CLIN.

(3) Available Award Fee under the CPAF CLINs includes both objective and subjective performance outcomes as defined in Section J Attachment entitled, *PEMP*, which is synonymous with the term "Award Fee Plan" found in FAR 16.401(e)(3). The draft PEMP at Contract award will be finalized during the transition period. Also, no base fee is payable under this Contract.

(4) Available Award Fee under the CPAF CLINs may consist of up to 40 percent as subjective award fee criteria, and the remaining balance is in objective performance criteria for a total of 100 percent.

(5) Award Fee will be evaluated on an annual basis as delineated in the PEMP.

(6) Total Estimated Contract Value is defined as the sum of the Contract Transition period cost, total Base Period estimated cost and fee, total Option Period 1 estimated cost and fee, total Option Period 2 estimated cost and fee, and the IDIQ CLIN maximum quantities. See Table B-2 for calculation of Total Estimated Contract Value.

B.3 DOE-B-2013 Obligation of Funds (Oct 2014)

(a) Pursuant to Clause I.118 of this Contract entitled FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated this amount is sufficient to cover performance.

	Obligated Amount
CLIN 0001	$ 2,604,719.00
CLIN 0002	$ TBD
CLIN 0003	$ TBD
CLIN 0004	$ TBD
CLIN 0005	$ TBD
CLIN 0007	$ TBD
CLIN 0008	$ TBD
Total	**$ 2,604,719.00**

The total obligation amount of $2,604,719.00 is available for payment of services provided from the effective date of this Contract through December 14, 2020.

(b) UBS to Be Provided to OHCs – Funding for the cost associated with the UBS to Be Provided to OHCs is not included in the amount specified in paragraph (a) above. OHC reimbursement for the UBS services shall be recognized by the Contractor as UBS reimbursement by OHCs.

B.4 Other Costs and Projects

Other Costs and Projects will be authorized under IDIQ CLINs 0008, 1008, and 2008 related to Other Directed Work Scope. This work is typically done under a Strategic Partnership Projects (SPP) Program arrangement or a Request for Services (RFS). Under an SPP Program, the project is conducted through a full cost recovery (no fee) arrangement under Contract Section I clause, DEAR 970.5217-1, *Strategic Partnership Projects Program*. An RFS is completed on a case by case basis and may or may not receive fee depending on the arrangement for each individual request. The CO shall unilaterally revise the authorized cost and fee through modification to reflect the approved amounts for work authorized.

B.5 DOE-B-2015 Task Order Fee Ceiling (Oct 2014) (Revised)

(a) The fee amount, specified as a percentage, shall not exceed a maximum of eight (8) percent for CR task orders and shall serve as the fee ceiling for CR task orders issued under the Contract.

(b) The profit amount, specified as a percentage, shall not exceed a maximum of eight (8) percent for firm-fixed-price and time-and-material task orders issued under this Contract.

(c) The fee amount for each task order will be negotiated and established in each individual task order based on risk and complexity. For CPAF task orders, the fee ceiling percentage applies to the total of the amount proposed for award fee. There is no base fee available under this Contract.

(d) The fee ceiling percentage shall at no time exceed any statutory limitations imposed by 41 USC §3905, and FAR 15.404-4(c)(4)(i).

B.6 Execution of CLINs

Upon the initial NTP, the Transition CLIN (0001) shall be executed. Upon completion of Transition, the Base Period CLINs (0002, 0003, 0004, 0005, 0006) shall be executed. For the IDIQ CLINs (0007, 0008), task orders may be issued during the Period of Performance in accordance with the ordering procedures at *FAR 52.216-18, Ordering*; *FAR 52.216-19, Order Limitations*; and *FAR 52.216-22, Indefinite Quantity*. The execution of the Option CLINs will be in accordance with *FAR 52.217-9, Option to Extend the Term of the Contract*.

B.7 Estimated Annual Contract Value

DOE expects to obligate funding to the Contract in accordance with the estimated annual Contract value. However, funding is subject to the appropriations of Congress. DOE does not guarantee that funding will be provided or obligated in the amount stated in Tables B-2 and B-3a through B-3c.

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Table B-2. Total Estimated Contract Cost and Fee by Period of Performance

Total Period of Performance												
	Base Period (60 Months)			Option 1 (36 Months)			Option 2 (24 Months)			Years 1 - 10		
Description	**Estimated Cost**	**Fee**	**Estimated Cost & Fee**	**Estimated Cost**	**Fee**	**Estimated Cost & Fee**	**Estimated Cost**	**Fee**	**Estimated Cost & Fee**	**Estimated Cost**	**Fee**	**Estimated Cost & Fee**
CLIN 0001 – Contract Transition	$4,006,412	N/A	$4,006,412	N/A	N/A	N/A	N/A	N/A	N/A	$4,006,412	N/A	$4,006,412
CLINs 0002, 1002, 2002 – Hanford Site Benefit Plans	$233,182,337	N/A	$233,182,337	$169,484,290	N/A	$169,484,290	$120,795,055	N/A	$120,795,055	$523,461,682	N/A	$523,461,682
CLINs 0003, 1003, 2003 – Legacy Benefit Plans and Legacy Workers' Compensation	$212,893,942	N/A	$212,893,942	$141,386,178	N/A	$141,386,178	$97,020,220	N/A	$97,020,220	$451,300,339	N/A	$451,300,339
CLINs 0004, 1004, 2004 – Infrastructure and Site Services	$1,031,097,644	$72,176,835	$1,103,274,479	$687,045,562	$48,093,189	$735,138,751	$484,077,329	$33,885,413	$517,962,742	$2,202,220,535	$154,155,437	$2,356,375,972
CLINs 0005, 1005, 2005 – DOE Small Business Procurement Pre-Award Support	$898,156	$62,871	$961,027	$673,048	$47,113	$720,161	$474,882	$33,242	$508,123	$2,046,085	$143,226	$2,189,311
CLINs 0006, 1006, 2006 – UBS to Be Provided to OHCs	$340,135,394	$27,210,832	$367,346,225	$222,208,437	$17,776,675	$239,985,112	$155,359,997	$12,428,800	$167,788,797	$717,703,828	$57,416,306	$775,120,134
UBS Reimbursement from OHCs (offset CLINs 0006, 1006, 2006)	($340,135,394)	N/A	($340,135,394)	($222,208,437)	N/A	($222,208,437)	($155,359,997)	N/A	($155,359,997)	($717,703,828)	N/A	($717,703,828)
Total Cost and Fee	**$1,482,078,490**	**$99,450,537**	**$1,581,529,028**	**$998,589,077**	**$65,916,978**	**$1,064,506,055**	**$702,367,486**	**$46,347,455**	**$748,714,940**	**$3,183,035,053**	**$211,714,970**	**$3,394,750,023**
CLINs 0007, 1007, 2007 – Infrastructure Reliability Projects	To be determined as task orders are issued											$385,000,000
CLINs 0008, 1008, 2008 – DOE Small Business Procurement Post-Award Support and Other Directed Work Scope	To be determined as task orders are issued											$225,000,000
Total Estimated Contract Value												**$4,004,750,023**

CLIN = Contract Line Item Number
[G] = Government Provided
N/A = Not Applicable
OHC = Other Hanford Contractor
[P] = Offeror Proposed
UBS = Usage-Based Service

Table B-3a. Total Base Period of Performance Estimated Cost and Fee by Fiscal Year

Base Period of Performance																								
	FY TBD Transition Dates TBD			FY TBD (balance of FY) Dates TBD			FY TBD Dates TBD			FY TBD Dates TBD			FY TBD Dates TBD			FY TBD Dates TBD			FY TBD (partial year) Dates TBD			Years 1 - 5 Subtotal Total Period of Performance		
Description	Est. Cost	Fee	Est. Cost & Fee	Est. Cost	Fee	Est. Cost & Fee	Est. Cost	Fee	Est. Cost & Fee	Est. Cost	Fee	Est. Cost & Fee	Est. Cost	Fee	Est. Cost & Fee	Est. Cost	Fee	Est. Cost & Fee	Est. Cost	Fee	Est. Cost & Fee	Est. Cost	Fee	Est. Cost & Fee
CLIN 0001 – Contract Transition	[P]	N/A	[P]	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	TBD	N/A	TBD
CLIN 0002 – Hanford Site Benefit Plans	N/A	N/A	N/A	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD
CLIN 0003 – Legacy Benefit Plans and Legacy Workers' Compensation	N/A	N/A	N/A	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD
CLIN 0004 – Infrastructure and Site Services	N/A	N/A	N/A	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
CLIN 0005 – DOE Small Business Procurement Pre-Award Support	N/A	N/A	N/A	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
CLIN 0006 – UBS to Be Provided to OHCs	N/A	N/A	N/A	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
UBS Reimbursement from OHCs (offset CLINs 0006)	N/A	N/A	N/A	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD
Base Period Cost and Fee	**TBD**	**N/A**	**TBD**	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
CLIN 0007 – Infrastructure Reliability Projects	N/A			To be determined as task orders are issued			To be determined as task orders are issued			To be determined as task orders are issued			To be determined as task orders are issued			To be determined as task orders are issued			To be determined as task orders are issued			To be determined as task orders are issued		
CLIN 0008 – DOE Small Business Procurement Post-Award Support and Other Directed Work Scope	N/A			To be determined as task orders are issued			To be determined as task orders are issued			To be determined as task orders are issued			To be determined as task orders are issued			To be determined as task orders are issued			To be determined as task orders are issued			To be determined as task orders are issued		

CLIN = Contract Line Item Number
FY = Fiscal Year
N/A = Not Applicable
OHC = Other Hanford Contractor
TBD = To Be Determined
UBS = Usage-Based Service

Table B-3b. Total Option 1 Period of Performance Estimated Cost and Fee by Fiscal Year

Option Period 1															
	FY TBD (partial year)			FY TBD			FY TBD			FY TBD (partial)			Contract Years 6 - 8		
	Dates TBD			Dates TBD			Dates TBD			Dates TBD			Subtotal		
Description	**Estimated Cost**	**Fee**	**Estimated Cost & Fee**	**Estimated Cost**	**Fee**	**Estimated Cost & Fee**	**Estimated Cost**	**Fee**	**Estimated Cost & Fee**	**Estimated Cost**	**Fee**	**Estimated Cost & Fee**	**Estimated Cost**	**Fee**	**Estimated Cost & Fee**
CLIN 1002 – Hanford Site Benefit Plans	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD
CLIN 1003 – Legacy Benefit Plans and Legacy Workers' Compensation	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD
CLIN 1004 – Infrastructure and Site Services	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
CLIN 1005 – DOE Small Business - Procurement Pre-Award Support	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
CLIN 1006 – UBS to Be Provided to OHCs	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
UBS Reimbursement from OHCs (offset CLINs 1006)	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD
Option Period 1 Cost and Fee	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
CLIN 1007 – Infrastructure Reliability Projects	To be determined as task orders are issued			To be determined as task orders are issued			To be determined as task orders are issued			To be determined as task orders are issued			To be determined as task orders are issued		
CLIN 1008 – DOE Small Business Procurement Post-Award Support and Other Directed Work Scope	To be determined as task orders are issued			To be determined as task orders are issued			To be determined as task orders are issued			To be determined as task orders are issued			To be determined as task orders are issued		

CLIN = Contract Line Item Number
FY = Fiscal Year
N/A = Not Applicable
OHC = Other Hanford Contractor
TBD = To Be Determined
UBS = Usage-Based Service

Table B-3c. Total Option 2 Period of Performance Estimated Cost and Fee by Fiscal Year

Option Period 2												
	FY TBD (partial year)			FY TBD			FY TBD (partial year)			Contract Years 9 - 10		
	Dates TBD			Dates TBD			Dates TBD			Subtotal		
Description	**Estimated Cost**	**Fee**	**Estimated Cost & Fee**	**Estimated Cost**	**Fee**	**Estimated Cost & Fee**	**Estimated Cost**	**Fee**	**Estimated Cost & Fee**	**Estimated Cost**	**Fee**	**Estimated Cost & Fee**
CLIN 2002 – Hanford Site Benefit Plans	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD
CLIN 2003 – Legacy Benefit Plans and Workers' Compensation	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD
CLIN 2004 – Infrastructure and Site Services	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
CLIN 2005 – DOE Small Business - Procurement Pre-Award Support	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
CLIN 2006 – UBS to Be Provided to OHCs	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
UBS Reimbursement from OHCs (offset CLINs 2006)	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD	TBD	N/A	TBD
Option Period 2 Cost and Fee	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD	TBD
CLIN 2007 – Infrastructure Reliability Projects	To be determined as task orders are issued			To be determined as task orders are issued			To be determined as task orders are issued			To be determined as task orders are issued		
CLIN 2008 – DOE Small Business Procurement Post-Award Support and Other Directed Work Scope	To be determined as task orders are issued			To be determined as task orders are issued			To be determined as task orders are issued			To be determined as task orders are issued		

CLIN = Contract Line Item Number
FY = Fiscal Year
N/A = Not Applicable
OHC = Other Hanford Contractor
UBS = Usage-Based Service

B.8 Fee

(a) The Government shall pay the Contractor fee that is earned from the annual available fee by fiscal year, as specified in Tables B-3a, B-3b, or B-3c, in accordance with this clause and other applicable clauses of the Contract.

(b) Section J Attachment entitled, *PEMP*.

(1) The CO will unilaterally issue a PEMP for each evaluation period that establishes the criteria and procedures for evaluating the Contractor's performance for the purpose of determining fee earned. The PEMP may be revised unilaterally by the CO at any time during the evaluation period. The PEMP will include, as a minimum, the following:

(A) Evaluation criteria linked to the Contract's performance objectives as defined in terms of cost, schedule, technical, or other Contract performance requirements or objectives.

(B) Means of how the Contractor's performance will be measured against the evaluation criteria.

(C) Fee evaluation period.

(D) Amount of the total annual available fee that is allocated to the evaluation period, including the allocation for subjective award fee criteria and objective award fee criteria.

(E) Methodology for application of subjective evaluation ratings or attainment of predetermined objectives to earned fee.

(F) Use of rollover of unearned fee is prohibited.

(2) The length of evaluation periods will be determined unilaterally by the CO. The evaluation periods should provide a balance between the Contractor's ability to have sufficient performance time for the Government to evaluate, but evaluation periods should provide the ability for the Government to provide timely evaluations on the Contractor's performance without being administratively burdensome.

(c) Fee Determination. Fee decisions are made solely at the discretion of the Government, including but not limited to, the characterization of the Contractor's performance, amount of earned fee, if any, and the methodology used to calculate the earned fee.

(d) Unsatisfactory Performance. No award fee shall be earned if the Contractor's overall performance in the aggregate is below satisfactory.

(e) Total Available Fee Distribution. Table B-4 delineates the Total Available Award Fee Distribution as fee allocations, contract definitization, and final fee determinations are made for each fiscal year. The Total Available Award Fee includes Fee from CLINs 0004, 1004, 2004 – Infrastructure and Site Services, CLINs 0005, 1005, and 2005 – DOE Small Business Procurement Pre-Award Support, CLINs 0006, 1006, 2006 – UBS to Be Provided to OHCs, and CPAF Task Orders issued under one of the IDIQ CLINs.

Table B-4. Available Award Fee Distribution

Contract Period	Available Fee as Originally Awarded	Fee Associated with Contract Changes	Total Available Fee	Available Fee Earned & Paid	Fee Forfeited
Base Period					
Fiscal Year TBD	TBD	TBD	TBD	TBD	TBD
Fiscal Year TBD	TBD	TBD	TBD	TBD	TBD
Fiscal Year TBD	TBD	TBD	TBD	TBD	TBD
Fiscal Year TBD	TBD	TBD	TBD	TBD	TBD
Fiscal Year TBD	TBD	TBD	TBD	TBD	TBD
Fiscal Year TBD	TBD	TBD	TBD	TBD	TBD
Total Base Period	**TBD**	**TBD**	**TBD**	**TBD**	**TBD**
Option Period(s)					
Option Period 1					
Fiscal Year TBD	TBD	TBD	TBD	TBD	TBD
Fiscal Year TBD	TBD	TBD	TBD	TBD	TBD
Fiscal Year TBD	TBD	TBD	TBD	TBD	TBD
Fiscal Year TBD	TBD	TBD	TBD	TBD	TBD
Total Option Period 1	**TBD**	**TBD**	**TBD**	**TBD**	**TBD**
Option Period 2					
Fiscal Year TBD	TBD	TBD	TBD	TBD	TBD
Fiscal Year TBD	TBD	TBD	TBD	TBD	TBD
Fiscal Year TBD	TBD	TBD	TBD	TBD	TBD
Total Option Period 2	**TBD**	**TBD**	**TBD**	**TBD**	**TBD**
Total Option Period(s)	**TBD**	**TBD**	**TBD**	**TBD**	**TBD**
Total Base & Option Periods	**TBD**	**TBD**	**TBD**	**TBD**	**TBD**
TBD = Fee To Be Determined					

B.9 Provisional Payment of Fee

(a) Notwithstanding other terms or conditions of this Contract to the contrary, this clause applies to and has precedence over the other terms and conditions of this Contract that provide for provisional payment of fee.

(b) The Contractor shall notify the CO immediately if it believes incongruence exists between this clause and the other term or condition of this Contract that provides for provisional payment of fee. If a term or condition of this Contract provides for provisional payment of fee but fails to include the requirements of this clause, that term or condition will be considered to include the omitted requirements.

(c) This clause conforms to the FAR and DOE fee policy and constructs. The following definitions and concepts apply:

(1) "Price" means cost-plus fee or profit applicable to the Contract.

(2) The terms "profit" and "fee" are synonymous.

(3) "Incentive" means a term or condition whose purpose is to motivate the Contractor to provide supplies or services at lower costs, and in certain instances with improved delivery or technical performance, by relating the amount of profit or fee earned to the Contractor's performance.

(4) "Earned fee" for an incentive, means fee due the Contractor by virtue of its meeting the Contract's requirements entitling it to fee. Earned fee does not occur until the Contractor has met the conditions stated in the Contract for earning fee.

(5) "Available fee" for an incentive means the fee the Contractor may earn but has not yet earned.

(6) "Provisional payment of fee" for an incentive means the Government is paying available fee for an incentive to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee.

(7) Provisional payment of fee has no implications for the Government's eventual determination that the Contractor has or has not earned the associated available fee. Provisional payment of fee is a separate and distinct concept from earned fee. The Contractor could, for example, receive 100 percent of possible provisional fee payments yet not earn any fee (the Contractor would be required to return the provisional fee payments). The Contractor could, for example, receive 0 percent of possible provisional fee payments yet earn the entire amount of available fee (it would not receive fee payments until the Government's determination that the Contractor had earned the associated available fee for the incentive).

(8) "Clause" means a term or condition used in this Contract.

(d) This Contract's price, incentives included in its price, and the other terms and conditions reflect the Government's and the Contractor's agreement to link, to the maximum extent practical, the Contractor's earning of fee to its achievement of final outcomes rather than interim accomplishments.

(e) Certain terms and conditions of this Contract provide for provisional payment of fee for certain incentives. Other terms and conditions of this Contract provide, for each such incentive, the requirements the Contractor shall meet to earn the fee linked to the incentive. The terms and conditions of this Contract that provide for provisional payment of fee for certain incentives include for each such incentive the requirements the Contractor shall meet before the Government is

obligated to pay fee, provisionally, to the Contractor and for the Contractor to have the right to retain the provisionally paid fee.

(f) The CO will determine if the Contractor has met the requirements under which the Government will be obligated to pay fee, provisionally, to the Contractor and for the Contractor to have the right to retain the provisionally paid fee.

(g) If the CO determines that the Contractor has not met the requirements to retain provisionally paid fee and notifies the Contractor, the Contractor shall return that provisionally paid fee to the Government within 30 calendar days, per the following:

(1) The Contractor's obligation to return the provisionally paid fee is independent of its intent to dispute or its disputing of the CO's determination; and

(2) If the Contractor fails to return the provisionally paid fee within 30 calendar days of the CO's determination, the Government, in addition to the other rights that accrue to the Government and the other consequences for the Contractor due to the Contractor's failure, may deduct the amount of the provisionally paid fee from amounts it owes under invoices, or other amount it owes the Contractor for payment, financing, or other obligation.

(h) If the Contractor has earned fee associated with an incentive in an amount greater than the provisional fee the Government paid to the Contractor for the incentive, the Contractor is entitled to retain the provisional fee and the Government will pay the difference between the earned fee and the provisional fee.

B.10 Allowability of Subcontractor Fee

(a) If the Contractor is part of a teaming arrangement, as defined in FAR Subpart 9.601(1) and (2), *Contractor Team Arrangements*, the team shall share in the total fee as shown in Table B-2. 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, a majority-owned, or an affiliate of any team member.

(b) The subcontractor fee restriction in paragraph (a) above does not apply to members of the Contractor's team that are (1) small business(es); (2) protégé firm(s) as part of an approved Mentor-Protégé relationship as required per the Section H Clause entitled, *Mentor-Protégé Program*; (3) subcontractors under a competitively awarded firm-fixed-price subcontract; or (4) commercial items as defined in FAR Subpart 2.101, *Definitions*.

(c) To the extent the Contractor relies on the exceptions in paragraph (b) above, CO written concurrence that the exception applies must be obtained.

B.11 Fee Reductions

(a) Annual available 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, *Small Business Subcontracting Fee Reduction*.

(2) Section B clause entitled, *Conditional Payment of Fee DOE Hanford Site-Specific Performance Criteria/Requirements*.

(3) Section H clause, *DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)*.

(4) Section I clause, *DEAR 970.5215-3 Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Aug 2009) (Alternate II)*.

(b) Unless otherwise provided for within the Contract, the maximum fee reduction in an annual period of Contract performance is the allocated annual available fee, as defined in the Section J Attachment entitled, *PEMP*, that can be earned in the annual period the event occurred.

B.12 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.

(b) The Contractor's performance in meeting small business performance percentage goals in accordance with the Section H Clause entitled, *Subcontracted Work*, the Contractor's Small Business Subcontracting Plan and required Mentor-Protégé Agreements will be evaluated at the end of each performance period indicated below. The evaluation will be based on the cumulative small business subcontracting for the entire performance period.

(1) At the end of the Base Period of Contract performance.

(2) At the end of Option Period 1 of Contract performance (if this option is exercised).

(3) At the end of Option Period 2 of Contract performance (if this option is exercised).

(c) If the Contractor has not met the subcontracting goals and the number of committed Mentor-Protégé Agreements, and/or has failed to provide meaningful work for small businesses, the CO may reduce the annual award fee earned for the last year of each performance period. The reduction amount may be up to 25 percent of the annual award fee earned for the last year of the Base Period, up to 15 percent for the last year of Option Period 1, and up to 10 percent for the last year of Option Period 2.

B.13 Conditional Payment of Fee DOE Hanford Site-Specific Performance Criteria/Requirements

This clause supplements the Contract Section I clause, DEAR 970.5215-3 by establishing Site-specific Environmental, 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) ESH&Q.

(1) First Degree: Performance failures relating to the criteria set forth in this clause will be processed in accordance with DEAR 970.5215-3.

(2) Second Degree: Performance failures relating to the criteria set forth in this clause will be processed in accordance with DEAR 970.5215-3.

(3) Third Degree: Performance failures that reflect a lack of focus on ESH&Q or failure to comply with approved systems that may result in a negative impact to the public, worker, or environment. The following performance failures, or events of similar importance, are examples of performance failures that are considered third degree:

(i) Multiple similar non-compliances identified by external oversight (such as 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 CO 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 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 to 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 a DOE Safeguards and Security survey, audit, and/or inspection.

(iii) Failure to implement corrective action(s) in response to a 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 the difference is created by loss, theft, or diversion.

(iii) SNM found in a dangerous/hazardous or unapproved storage environment or unapproved mode of transportation/transfer.

(iv) Failure to implement corrective action(s) in to response occurrence of a 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 importance 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 the difference is created by loss, theft, or diversion.

(v) Loss, theft, or diversion of Category IV quantities of SNM resulting from 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 a three (3) month period, of any type.

(vii) Receipt of a topical area rating of Unsatisfactory on a DOE Safeguards and Security survey, audit, and/or inspection.

(viii) Failure to implement corrective action(s) in response to a 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]).

(c) Minimum requirements for specified level of performance. At a minimum, the Contractor shall perform the following:

(1) The requirements with specific incentives that do not require the achievement of cost efficiencies in order to be performed at the level of performance set forth in the PWS, Work Authorization Directive, or similar document unless an otherwise minimum level of performance has been established in the specific incentive;

(2) The performance requirements directly related to requirements specifically incentivized, that 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

(3) Other requirements at a level of performance such that the total performance of the Contract is not jeopardized.

The evaluation of the Contractor's achievement of the level of performance will be unilaterally determined by the Government. To the extent the Contractor fails to achieve the minimum performance levels specified in the PWS, Work Authorization Directive, or similar document, during the performance evaluation period, the DOE Operations/Field Office Manager, or designee, may reduce otherwise earned fee, fixed-fee, profit, or shared net savings for the performance evaluation period. Such reduction will not result in the total of earned fee, fixed-fee, profit, or shared net savings that is less than 25 percent of the total available fee amount.

(d) 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 will 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 otherwise earned fee, fixed-fee, profit, or shared net savings for the performance evaluation period. Such reduction will not result in the total of earned fee, fixed fee, profit, or shared net savings being less than 25 percent of the total available fee amount.

Fiscal Year	Fiscal Month	Finplan Number	Rpt Entity	Rpt Entity Desc	Purchase Order	Fund Code	Approp Year	Program	Legacy Program	Object Class	Local Use	Project	WFO	Legacy Order Number	Beginning Uncosted Obs	BA Previous	BA Change	BA Revised	Total Available
2020	12	3	428001	RL CC 0001 Contract transition	89303320DEM000031	01250	2020	1111556	EY5202400	25400	0000000	0001525	0000000		$ -	$ 1,604,719.00	$ -	$ 1,604,719.00	$ 1,604,719.00
2020	12	3	428001	RL CC 0001 Contract transition	89303320DEM000031	01250	2020	1111668	EY5201020	25400	0000000	0004626	0000000		$ -	$ -	$ 1,000,000.00	$ 1,000,000.00	$ 1,000,000.00
														Final Fin Plan # 3 - 20EM002372	$ -	$ 1,604,719.00	**$ 1,000,000.00**	$ 2,604,719.00	$ 2,604,719.00