AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PAGES 2

2. AMENDMENT/MODIFICATION NO. 0056

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO. 21EM000540

5. PROJECT NO. *(If applicable)*

6. ISSUED BY CODE 893040

Office of River Protection
U.S. Department of Energy
Office of River Protection
P.O. Box 450
Richland WA 99352

7. ADMINISTERED BY *(If other than Item 6)* CODE 00603

Office of River Protection
U.S. Department of Energy
Office of River Protection
P.O. Box 450
Richland WA 99352

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

WASTREN ADVANTAGE, INC.
Attn: STEVE MOORE
1571 SHYVILLE ROAD
PIKETON OH 45661

CODE 786467159 FACILITY CODE

(x) 9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0003722

10B. DATED *(SEE ITEM 13)* 05/28/2015

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 Schedule

Net Increase: $3,321,994.44

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.03 - Limitation of Government's Obligation

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:

-Obligate funding in the amount of $3,321,994.44. The funding is obligated by CLIN as follows:

CLIN 00024: $2,766,265.19
CLIN 00025: $69,156.63
CLIN 00026: $383,247.00
CLIN 00027: $103,325.62

The total amount of funds obligated to CLIN 00024 is increased by $2,766,265.19 from

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)*
Susan Kon, Project Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*
Katie A. Mair

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

15C. DATE SIGNED 01/21/2021

16B. UNITED STATES OF AMERICA
Katie Mair
Digitally signed by Katie A. Mair
DN: cn=Katie A. Mair, o=Office of River Protection, ou=U.S. DOE, email=katie_mair@orp.doe.gov, c=US
Date: 2021.01.21 14:04:29 -08'00'
Adobe Acrobat Version: 2017.011.30078
(Signature of Contracting Officer)

16C. DATE SIGNED 01/21/2021

NAME OF OFFEROR OR CONTRACTOR
WASTREN ADVANTAGE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	$4,849,398.05 to $7,615,663.24. The total amount of funds obligated to CLIN 00025 is increased by $69,156.63 from $153,734.96 to $222,891.59. The total amount of funds obligated to CLIN 00026 is increased by $383,247.00 from $751,616.01 to $1,134,963.01. The total amount of funds obligated to CLIN 00027 is increased by $103,325.62 from $254,988.40 to $358,314.02. Section B, Supplies or Services Prices/Cost, B.03 Limitation of Government's Obligation, table (o) Actual Funding Schedule is updated to reflect the revised obligated funding values. The revised Section B is attached. -Section G, Contract Administration Data, Section G.01 Correspondence Procedures, G.04 Contractor's Point of Contact, and G.06 Contracting Officer Representative (COR) are updated to reflect the current points of contact. The revised Section G is attached. There are no other changes to the contract. Attachments: Section B, Supplies or Services Prices/Cost Section G, Contract Administration Data Payment: OR for ORP U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 Period of Performance: 09/21/2015 to 09/20/2021				

PART I – THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES PRICES / COST

B.01 TYPE OF CONTRACT – ITEMS BEING ACQUIRED B-2
B.02 PRICE SCHEDULE B-2
B.03 LIMITATION OF GOVERNMENT'S OBLIGATION B-8

SECTION B - SUPPLIES OR SERVICES PRICES / COST

B.01 TYPE OF CONTRACT – ITEMS BEING ACQUIRED

This is a hybrid contract that includes Fixed-Price with Award Fee, Labor-Hour, and Cost Reimbursement Contract Line Items (CLINS) for the purpose of providing analytical laboratory services at the Department of Energy (DOE) Hanford 222-S Laboratory located in the 200 West Area of the Hanford Site near Richland, Washington. The Contractor shall provide all services required to operate, manage and maintain the Hanford 222-S Laboratory as described in Section C, Description/Specifications/Performance Work Statement (PWS). Specifically, DOE requires a Contractor to provide services that include, but are not limited to: receiving, handling, analyzing, and storing samples; performing special tests; and reporting results. This acquisition supports the Hanford Site tank cleanup program and other site clean-up projects. Samples sent to the 222-S Laboratory typically consist of highly radioactive or hazardous waste materials in gas, liquid, semi-solid or solid matrix form.

B.02 PRICE SCHEDULE

Base Period: Months 1 through 24 (November 15, 2015 – September 20, 2017)

CLIN	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
00001	Contract Transition – Fixed Price	1	Lump Sum		$ 334,187.94
00002	Routine Analytical Services [1] – Fixed Price	22	Months	$604.641.95	$13,302,122.82
00003	Award Fee [2]	1	Lump Sum		$ 335,415.58
00004	Surges in Analytical Services [3] – Labor Hour	1	Lump Sum[5]		$ 264,726.53
00005	Pensions and Other Benefit Plans [4] – Cost Reimbursement	1	Lump Sum		$ 3,473,500.00
00018	Court Subpoena	1	Lump Sum		$77,778.67
00019	Hanford Low Activity Radioactive Test Bed Project	1	Lump Sum		$142,873.00
	Total Price – Base Period				$17,930,604.54

(a) The Total Available Award Fee for the Base Period is as follows:

PERFORMANCE PERIOD	AVAILABLE AWARD FEE
21 September 2015 through 20 September 2017 3 through 12 Months from the end of Contract Transition[2]	Subtotal A: $_142,770.95___
13 through 24 Months from the end of Contract Transition[2]	Subtotal B: $_189,782.63
Total Available Award Fee CLIN 00003 (Subtotal A and Subtotal B)	**$**_335,415.58

(b) The Not to Exceed Amount for CLIN 00004 is as follows:

Base Period – Months 3 through 12 (December 21, 2015 – September 20, 2016)			
Labor Category	**Estimated Direct Productive Labor Hours (DPLH)**	**Fixed Unit Rate**	**Extended Amount**
Hot Cell Supervisor	100	$___49.11___	$__4,910.91__
Project Coordination Supervisor	100	$___59.85___	$__5,985.17__
Sr. Project Coordinator	100	$___55.86___	$__5,586.16__
Project Coordinator	100	$___55.17___	$__5,516.73__
Sr. Chemical Technologist	100	$___73.89___	$__7,388.83__
Chemical Technologist	800	$___70.37___	$_56,293.73__
Sr. Scientist	400	$___56.07___	$_22,428.11__
Scientist	400	$___46.04___	$_18,415.90__
Program Administrator	100	$___45.17___	$__4,516.56__
Subtotal			$131,042.11__
Base Period – Months 13 through 24 (September 21, 2016 – September 20, 2017)			
Labor Category	**Estimated DPLH**	**Fixed Unit Rate**	**Extended Amount**
Hot Cell Supervisor	100	$___50.34__	$__5,033.68_
Project Coordination Supervisor	100	$___61.35__	$__6,134.80_
Sr. Project Coordinator	100	$___57.26__	$__5,725.81_
Project Coordinator	100	$___56.55__	$__5,654.65_

Sr. Chemical Technologist	100	$ 75.00	$ 7,500.02
Chemical Technologist	800	$ 71.43	$ 57,140.87
Sr. Scientist	400	$ 57.47	$ 22,988.82
Scientist	400	$ 47.19	$ 18,876.30
Program Administrator	100	$ 46.29	$ 4,629.47
Subtotal			$133,684.42
Total Not-to-Exceed Price – CLIN 00004	Insert this Amount in CLIN 00004 above.		$264,726.53

Option Period 1: Months 25 through 36 (September 21, 2017 – September 20, 2018)

CLIN	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
00006	Routine Analytical Services [1] – Fixed Price	12	Months	$746,831.99	$ 8,961,983.84
00007	Award Fee [2]	1	Lump Sum		$ 211,845.83
00008	Surges in Analytical Services [3] – Labor Hour	1	Lump Sum[5]		$ 158,152.99
00009	Pensions and Other Benefit Plans [4] – Cost Reimbursement	1	Lump Sum		$ 1,731,500.00
	Total Price – Option Period 1				$11,063,482.66

Option Period 1: Months 25 through 36 (September 21, 2017 – September 20, 2018)			
Labor Category	**Estimated DPLH**	**Fixed Unit Rate**	**Extended Amount**
Hot Cell Supervisor	100	$ 51.59	$ 5,159.40
Project Coordination Supervisor	100	$ 62.88	$ 6,288.02
Sr. Project Coordinator	100	$ 58.69	$ 5,868.82
Project Coordinator	100	$ 57.96	$ 5,795.88
Sr. Chemical Technologist	100	$ 76.13	$ 7,612.70
Chemical Technologist	800	$ 72.50	$57,999.38
Sr. Scientist	400	$ 58.91	$23,562.98
Scientist	400	$ 48.37	$19,347.75
Program Administrator	100	$ 47.45	$ 4,745.10
Total Not-to-Exceed Price – CLIN 00008	Insert this Amount for CLIN 00008 above.		$136,380.02

Option Period 2: Months 37 through 48 (September 21, 2018 – September 20, 2019)

CLIN	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
00010	Routine Analytical Services [1] – Fixed Price	12	Months	$778,730.50	$9,344,766.04
00011	Award Fee [2]	1	Lump Sum		$ 237,194.74
00012	Surges in Analytical Services [3] – Labor Hour	1	Lump Sum[5]		$ 139,815.30
00013	Pensions and Other Benefit Plans [4] – Cost Reimbursement	1	Lump Sum		$1,620,100.00
00020	Equipment Maintenance Costs	1	Material Reimbursable		$80,301.58
00022	LIMS – Requirements Document	1	Lump Sum		$143,014.64
	Total Price – Option Period 2				$11,565,192.30

Option Period 2: Months 37 through 48 (September 21, 2018 – September 20, 2019)			
Labor Category	**Estimated DPLH**	**Fixed Unit Rate**	**Extended Amount**
Hot Cell Supervisor	100	$ 53.14	$ 5,314.18
Project Coordination Supervisor	100	$ 64.77	$ 6,476.66
Sr. Project Coordinator	100	$ 60.45	$ 6,044.88
Project Coordinator	100	$ 59.70	$ 5,969.76
Sr. Chemical Technologist	100	$ 77.65	$ 7,764.96
Chemical Technologist	800	$ 73.95	$59,159.37
Sr. Scientist	400	$ 60.67	$24,269.87
Scientist	400	$ 49.82	$19,928.18
Program Administrator	100	$ 48.87	$ 4,887.45
Total Not-to-Exceed Price – CLIN 00012	Insert this Amount for CLIN 00012 above.		$139,815.30

Option Period 3: Months 49 through 60 (September 21, 2019 – September 20, 2020)

CLIN	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
00014	Routine Analytical Services [1] – Fixed Price	12	Months	$801,417.98	$9,617,015.71
00015	Award Fee [2]	1	Lump Sum		$250,230.48
00016	Surges in Analytical Services [3] – Labor Hour	1	Lump Sum[5]		$143,340.51
00017	Pensions and Other Benefit Plans [4] – Cost Reimbursement	1	Lump Sum		$1,655,400.00
00021	Equipment Maintenance Costs	1	Material Reimbursable		$80,301.58
00023	Routine Analytical Services – Second Shift – Fixed Price	1 (June 15, 2020 – June 20, 2020)	Lump Sum		$27,768.00
		1 (June 21, 2020 – July 20, 2020)	Lump Sum		$121,487.00
		1 (July 21, 2020 – August 20, 2020)	Lump Sum		$121,487.00
		1 (August 21, 2020 – September 20, 2020)	Lump Sum		$121,487.00
	Total Price – Option Period 3				$12,138,517.27

Option Period 3: Months 49 through 60 (September 21, 2019 – September 20, 2020)			
Labor Category	**Estimated DPLH**	**Fixed Unit Rate**	**Extended Amount**
Hot Cell Supervisor	100	$___54.74__	$_5,473.61__
Project Coordination Supervisor	100	$___66.71__	$_6,670.96__
Sr. Project Coordinator	100	$___62.26__	$_6,226.23__
Project Coordinator	100	$___61.49__	$_6,148.85__
Sr. Chemical Technologist	100	$___79.20__	$_7,920.26__
Chemical Technologist	800	$___75.43__	$60,342.55__
Sr. Scientist	400	$___62.49__	$24,997.96__
Scientist	400	$___51.32__	$20,526.03__
Program Administrator	100	$___50.34__	$_5,034.07__

Total Not-to-Exceed Price – CLIN 00016	Insert this Amount for CLIN 00016 above.	$143,340.51_

Contract Extension Period: Months 61 through 72 (September 21, 2020 – September 20, 2021)

CLIN	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
00024	Routine Analytical Services [1] – Fixed Price	12	Months	$987,951.89	$11,855,422.68
00025	Award Fee [2]	1	Lump Sum		$296,385.57
00026	Pensions and Other Benefit Plans [4] – Cost Reimbursement	1	Lump Sum		$1,688,508.00
00027	Other Hanford Contractors J-3 Pass-through Direct Costs - - Cost Reimbursement	1	Lump Sum		$442,824.04
00028	Surges in Analytical Services [3] – Labor Hour	1	Lump Sum[5]		$36,558.90
	Total Price – Contract Extension Period				$14,319,699.19

Contract Extension Period: Months 61 through 72 (September 21, 2020 – September 20, 2021)			
Labor Category	**Estimated DPLH**	**Fixed Unit Rate**	**Extended Amount**
Project Coordinator	40	$67.40	$2,695.83
Chemical Technologist	160	$92.75	$14,840.29
Sr. Scientist	80	$84.41	$6,752.77
Scientist	80	$71.39	$5,711.24
First Line Manager	40	$92.11	$3,684.29
Quality Assurance Specialist	40	$71.86	$2,874.48
Total Not-to-Exceed Price – CLIN 00028	Insert this Amount for CLIN 00028 above.		$36,558.90

Total Contract Price – CLINs 00001 through 00028	$67,017,495.96

Price Schedule Notes:

1. Work under the Contract Transition and Routine Analytical Services CLINs: 00001, 00002, 00006, 00010, 00014, 00024 shall be performed on a Fixed Price basis.

2. Available award fee only applies to CLINs 00002, 00006, 00010, 00014, 00023 and 00024.

3. The estimated cost in CLINs 00004, 00008, 00012, 00016, and 00028 is for surges in analytical services that may occur. All work performed under these CLINs shall be on a labor hour basis. This work is not included in the Fixed Price CLINs identified in Note 1 above. All work performed under these CLINs shall be authorized by the Contracting Officer prior to performing the work. The Fixed Unit Rate is a fully burdened labor rate. The estimated hours for each labor category are only estimates. The Contractor can shift hours between labor categories as needed as long as the total dollar amount remains below the total Not-to-Exceed Price.

4. Work associated with Pensions and Other Benefits Plans CLINs: 00005, 00009, 00013, 00017, 00026 are to be performed on a Cost Reimbursable basis with no Award Fee.

5. The Lump Sum Amount of CLINs 00004, 00008, 00012, 00016, 00028 refers the Not-to-Exceed amounts.

B.03 LIMITATION OF GOVERNMENT'S OBLIGATION

(a) This contract's CLIN 00001, CLIN 00002, CLIN 00006, CLIN 00010, CLIN 00014, CLIN 00023 and 00024 have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that: CLIN 00001, CLIN 00002, CLIN 00006, CLIN 00010, CLIN 00014, CLIN 00023 and CLIN 00024 or all may be incrementally funded; and if a CLIN is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the CLIN will be the lower of the amount of funds allotted to the CLIN or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each CLIN there is
   1) a fixed price for the action;
   2) a fixed amount of work that corresponds to the fixed price;
   3) a planned funding schedule that corresponds to the fixed price and the fixed amount of work;
   4) no Government obligation to the Contractor until the Government allots funds to the contract for the action;
   5) if the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
   6) an obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.

(b) For each CLIN
   1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN;
   2) the Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed price for each of the fixed-price CLINs included in this contract:
      i. the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the

Contractor is subject due to the incremental funding arrangement established in this clause; and

ii. the specific risk that in the event of termination of an incrementally funded CLIN before the CLIN is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow, that is, because the maximum Government obligation for a fixed-price CLIN is the allotted funds for the CLIN, the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract would allow.

3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;

4) if funds become available and the Government's need continues, the Government will allot funds periodically to the CLIN, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount of work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and

5) the Contractor agrees to provide the fixed amount of work for the fixed price identified in the contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.

(c) For each CLIN

1) The fixed price (of both the entire CLIN and of the current cumulative amount of funds allotted to the CLIN at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;

2) The contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and

3) If the Government meets the entire Planned Funding Schedule,

i. the cumulative amount of funds allotted will equal the CLIN's fixed price and

ii. the Contractor must provide the work the contract requires for the CLIN.

(d) The fixed price for each CLIN is listed in Section B of this contract.

(e) The Planned Funding Schedule for each CLIN is in paragraph (n) of this clause. The sum of the planned funding for each CLIN equals the fixed price of the CLIN.

(f) The Actual Funding Schedule for each CLIN is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for CLIN 00001, CLIN 00002, CLIN 00006, CLIN 00010, CLIN 00014, CLIN 00023 and CLIN 00024 and the work to be performed for the funds allotted.

1) The Contractor may bill against a CLIN only after the Government has allotted funds to the CLIN and the Contractor has delivered the services and earned amounts payable for the CLIN.

i. The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.

(g) If during the course of this contract the Government is allotting funds to a CLIN per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple fixed-price contract for that CLIN regardless of the rate at which the Contractor is, or is not, earning amounts payable, and

1) The Government's and the Contractor's obligations under the contract for the CLIN—with the exception that the Government's obligation for the CLIN is limited to the total amount of funds allotted by the Government to the CLIN and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN were both fixed price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the contract for that CLIN; and neither the fixed-price for the CLIN nor any other term or condition of the contract will be affected due to the CLIN's being incrementally funded.
    i. The Contractor agrees, for example, if the Government allots funds to a CLIN per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN, the Government has met all of its obligations just as if the CLIN were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the CLIN were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contactor earns amounts payable at any time in performing work for the CLIN that exceed the total amount of funds allotted by the Government to the contract for the CLIN
        A. it (not the Government) will be liable for those excess amounts payable
        B. it will remain liable for its obligations under every term or condition of the contract and
        C. if it fulfills all of its obligations for that CLIN and the Government allots funds to the CLIN equal to the CLIN's fixed price, the Government will pay it the fixed price for the CLIN and no more.
    ii. The Contractor also agrees, for example, if the Government allots funds to a CLIN by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the contract as if the CLIN were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had been agreed to and been made, or etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN were fully funded; consequently, if the Government subsequently terminates the CLIN it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

(h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the amount payable it expects to earn for the CLIN in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN by the Government.
    1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.
    2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN.
    3) The Government may require the Contractor to continue performance of that CLIN for as long as the Government allots funds for that CLIN sufficient to cover the amount payable for that CLIN.

(i) If the Government does not allot funds to a CLIN per or earlier than its Planned Funding Schedule, the Contractor will be entitled to an equitable adjustment and

1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that CLIN;
2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the contract;
3) if the Government subsequently terminates the CLIN, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the CLIN; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

(j) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for either CLIN—
1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the CLIN; and
2) The Contractor is not obligated to continue performance under this contract related to the CLIN or earn amounts payable in excess of the amount allotted to the contract by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN.

(k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract for a CLIN, which will remain at all times the Government's maximum liability for a CLIN. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN in excess of the total amount allotted by the Government to this contract for a CLIN, whether earned during the course of the contract or as a result of termination.

(l) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN unless they contain a statement increasing the amount allotted.

(m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.

(n) Planned Funding Schedule

CLIN 00014

Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished
		Routine Analytical Services		Routine Analytical Services
		Routine Analytical Services		Routine Analytical Services

		Routine Analytical Services		Routine Analytical Services
		Routine Analytical Services		Routine Analytical Services

(o) Actual Funding Schedule

	Column Labels									
	Base Period			Base Period Total	Option			Option Total		Grand Total
Row Labels	2015	2016	2017		2018	2019	2020		Contract Extension Period 2021	
1 Transition										
Sum of Contract Value	$334,187.94			$334,187.94						$334,187.94
Sum of Funding Obligation	$334,187.94			$334,187.94						$334,187.94
2 Routine Services										
Sum of Contract Value		$5,710,838.06	$7,591,284.76	$13,302,122.82	$8,961,983.84	$9,344,766.04	$9,617,015.71	$27,923,765.59	$11,855,422.68	$41,225,888.41
Sum of Funding Obligation		$6,466,624.24	$6,835,498.58	$13,302,122.82	$8,961,983.84	$9,344,766.04	$9,617,015.71	$27,923,765.59	$7,615,663.24	$41,225,888.41
3 Award Fee										
Sum of Contract Value		$145,632.95	$189,782.63	$335,415.58	$211,845.83	$237,194.74	$250,230.48	$699,271.05	$296,385.57	$1,034,686.63
Sum of Funding Obligation			$310,948.20	$310,948.20	$211,845.83	$223,575.37	$250,230.48	$685,651.68	$222,891.59	$996,599.88
4 Surges										
Sum of Contract Value		$120,330.24	$144,396.29	$264,726.53	$158,152.99	$139,815.30	$143,340.51	$441,308.80	$36,558.90	$706,035.33
Sum of Funding Obligation		$187,000.00	$36,500.00	$223,500.00	$158,152.99	$90,000.00	$143,340.51	$391,493.50	$36,558.90	$614,993.50
5 Pensions										
Sum of Contract Value		$1,578,863.64	$1,894,636.36	$3,473,500.00	$1,731,500.00	$1,620,100.00	$1,655,400.00	$5,007,000.00	$1,688,508.00	$8,480,500.00
Sum of Funding Obligation		$1,424,650.76	$1,617,393.43	$3,042,044.19	$1,324,170.96	$1,600,000.00	$1,655,400.00	$4,579,570.96	$1,134,963.01	$7,621,615.15
7 Subpoena										
Sum of Contract Value		$60,000.00	$17,778.67	$77,778.67						$77,778.67
Sum of Funding Obligation		$60,000.00	$17,778.67	$77,778.67						$77,778.67
8 Test Bed/LIMS										
Sum of Contract Value		$142,873.00		$142,873.00		$143,014.64		$143,014.64		$285,887.64
Sum of Funding Obligation		$142,873.00		$142,873.00		$143,014.64		$143,014.64		$285,887.64
9 Maintenance										
Sum of Contract Value						$80,301.58	$80,301.57	$160,603.15		$160,603.15
Sum of Funding Obligation						$80,301.58	$80,301.57	$160,603.15		$160,603.15
10 Routine Services - Second Shift										
Sum of Contract Value							$392,229.00	$392,229.00		$392,229.00
Sum of Funding Obligation							$392,229.00	$392,229.00		$392,229.00
11 Other Hanford Contractors J-3										
Sum of Contract Value									$442,824.04	
Sum of Funding Obligation									$358,314.02	
Total Sum of Contract Value	**$334,187.94**	**$7,758,537.89**	**$9,837,878.71**	**$17,930,604.54**	**$11,063,482.66**	**$11,565,192.30**	**$12,138,517.27**	**$34,767,192.23**	**$14,319,699.19**	**$67,017,495.96**
Total Sum of Funding Obligation	**$334,187.94**	**$8,281,148.00**	**$8,818,118.88**	**$17,433,454.82**	**$10,656,153.62**	**$11,481,657.63**	**$12,138,517.27**	**$34,276,328.52**	**$9,368,390.76**	**$61,078,174.10**

PART I – THE SCHEDULE

SECTION G - CONTRACT ADMINISTRATION DATA

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SECTION G - CONTRACT ADMINISTRATION DATA

G.01 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, correspondence submitted for this contract shall include the contract number and shall be subject to the following procedures:

(a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer with an information copy of the correspondence to the DOE Contracting Officer's Representative (COR).

(b) Patents Correspondence. The Chicago Operations Office, acting through the Intellectual Property Law Division of the Office of Chief Counsel, DOE, 9800 South Cass Avenue, Argonne, Illinois, 60439, is hereby designated to represent the CO in administering the Patent Clauses in this contract. Correspondence concerning patent and technical data issues shall be addressed to the Chicago Operations Office in care of Gary Drew, Assistant Chief Counsel for Intellectual Property, One Cyclotron Road MS90-1023, Berkeley, CA, 94720, with copies to the:

Michael D. O'Hagen
Assistant Chief Counsel for the Office of River Protection
2440 Stevens Center
Richland, WA, 99354

Katie A. Mair (M041)
Contracting Officer
2440 Stevens Center
Richland, WA, 99354

Delmar L. Noyes (M056)
Contracting Officer's Representative
2440 Stevens Center
Richland, WA, 99354

(c) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

"SUBJECT: CONTRACT NO. DE-EM0003722"

(Insert subject topic after contract number, e.g., "Request for Subcontract Consent").

(d) Electronic Media for Reports/Plans/Documents. All required reports, plans, and other documents shall be submitted to DOE electronically, and upon request by the DOE CO or the DOE COR, in hard copy form. The Contractor will prepare the requested reports and documents via site standard software and provide a copy on diskette or Compact Disk (CD-R, CD-RW) as required by the size of the document. The data shall be in a format that will allow conversion to Portable Document Format (PDF) or Hyper Text Markup Language (HTML) for potential posting on the Internet, Intranet, or in an electronic library. If other software is used, the documents shall be scanned and then provided on diskette or Compact Disk. Electronic data shall be available within five days of the DOE request.

(e) Other Correspondence.

All correspondence, other than technical correspondence, shall be addressed to the DOE CO, with information copies of the correspondence to the DOE COR. The Contractor shall use the COR as the point of contact on technical matters, subject to the restrictions of the clause in Section I entitled "DEAR 952.242-70 Technical Direction (DEC 2000)."

(f) DOE Contracting Officer Address.
United States Department of Energy
Office of River Protection
P.O. Box 450, MSIN H6-60
Richland, WA 99352
Attention: Katie A. Mair (M041)
Email at: Katie_Mair@ORP.DOE.GOV

(g) DOE Contracting Officer's Representative Address.
United States Department of Energy
Office of River Protection
P.O. Box 450, MSIN H6-60
Richland, WA 99352
Attention: Delmar L. Noyes (M056)
Email at: Delmar_L_Noyes@ORP.DOE.GOV

G.02 BILLING INSTRUCTIONS

(a) Contractors shall submit invoices using the Standard Form 1034 (Public voucher for Purchases and Services Other Than Personal) electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). The VIPERS system allows vendors to submit invoices, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Submitting electronically provides benefits to vendors by:

- Reducing the cost of paper and postage
- Allowing supporting documentation to be attached and routed with the voucher to program and approving officials

- Immediately interfacing invoices to DOE's accounting system saving several days of mail and manual processing time
- Decreasing potential errors caused by manual input
- Facilitating the prompt payment of invoices

(b) To obtain access to and to use VIPERS, please visit the web page at https://vipers.oro.doe.gov. Detailed instructions on how to enroll and use the system are provided on the web page. Please do not send a paper copy of a voucher that has been submitted electronically. The invoice must include a statement of cost and supporting documentation for services rendered. This statement should include, as a minimum, a breakout by cost or price element and program value level of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract.

(c) For Fixed Price CLINs 00001, 00002, 00006, 00010, and 00014, the Contractor shall submit invoices (Standard Form 1034) in accordance with FAR 52.232-1 "Payments" (APR 1984).

(d) For Labor-Hour CLINs 00004, 00008, 00012, and 00016, the Contractor shall submit invoices (Standard Form 1034) that include:

i. A breakout by functional area of the PWS for all services actually provided by the Contractor and authorized for payment under the payment provisions of the contract for the current billing period. The Direct Productive Labor Hour (DPLHs) incurred during the current billing period shall be broken down into hours worked, names of employees who incurred the cost, and specific tasks associated with the billing. A cumulative summary for DPLHs expended and the associated billing amounts charged shall also be provided.

ii. The invoice must include a certification statement signed by a responsible official of the Contractor.

(e) For Cost Reimbursable CLINS: 00005, 00009, 00013, and 00017, the Contractor shall submit invoices (Standard Form 1034) for the actual amount paid for the pension and benefit employer costs. No Award Fee will be paid for these CLINs.

(f) In accordance with FAR 52.232-25, Prompt Payment, The Government will make payments to the Contractor by electronic funds transfer not later than thirty (30) calendar days after receipt of an acceptable invoice from the Contractor.

(g) For Award Fee CLINs 00003, 00007, 00011, and 00015, the amount of annual award fee earned by the Contractor, if any, shall be unilaterally determined by the Fee Determining Official (FDO) in accordance with the Performance Evaluation & Measurement Plan (PEMP). Upon the FDO's determination, the

CO shall notify the Contractor in writing regarding the amount of award fee earned, if any, and the Contractor shall submit an invoice to the Government for this amount.

(h) Any basis for invoice withholding, adjustment or reduction which is discovered after payment will be corrected on subsequent invoices. If the Government discovers such defects, the CO will notify the Contractor in writing. The CO's written notification will explain the nature of the basis for withholding, adjustment, or reduction, and will specify the dollar amount of the withholding, adjustment or reduction.

G.03 DEFECTIVE OR IMPROPER INVOICES

Name, title, phone number, office name, and complete mailing address of the official(s) of the business concern who are to be notified when DOE receives a defective or improper invoice.

Arden Gill
Corporate Accounting Manager
VNS Federal Services, LLC (M041)
1571 Shyville Rd.
Piketon, Ohio 45661

G.04 CONTRACTOR'S POINT OF CONTACT

The Contractor shall identify to the Contracting Officer the official who has the authority to sign this Contract and who is also responsible for managing, administering, negotiating, and executing changes or modifications to the terms and conditions of this Contract.

Susan Kon (M056)
222-S Hanford Project Manager
509-373-0542
VNS Federal Services, LLC
295 Bradley Blvd
STE 203, MSIN B6-01
Richland, WA 99352

G.05 CONTRACT ADMINISTRATION

The ORP Contracting Officer (CO) is:

U. S. Department of Energy
Office of River Protection, MS H6-60
Katie A. Mair (M041)
Contracting Officer
Contracts and Property Management Division
P.O. Box 450
Richland, WA 99352

Tele: (509) 376-4427
E-mail: Katie_Mair@ORP.DOE.GOV

G.06 CONTRACTING OFFICER REPRESENTATIVE (COR)

The COR will be designated by separate letter and will represent the ORP Manager and CO in the technical phases of the work. The COR is not authorized to change any of the terms and conditions of this Contract. The CO, through properly written modification(s) to the Contract, is the only person authorized to make changes to the work scope.

The individuals identified below have been designated as a Contracting Officer's Representative (COR) for this Contract. (M056)

COR Name	Type of COR	Area of Authority	Date of Designation	COR's DOE – ORP Position
Delmar L. Noyes	Primary	Unlimited	1/20/2021	Assistant Manager for Tank Farms
Brian A. Harkins	Alternate	Unlimited	1/20/2021	Deputy Assistant Manager for Tank Farms