

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 2

2. AMENDMENT/MODIFICATION NO.

0040

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

20EM000831

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

893040

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

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

(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

CODE 786467159

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended. ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or 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:

\$2,924,254.00

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:

D. OTHER (Specify type of modification and authority)

X FAR 52.217-9 "Option to Extend the Term of the Contract"

E. IMPORTANT: Contractor ☒ is not ☐ is required to sign this document and return _____ 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 exercise the second half of Option Year 3 (March 21, 2020 - September 20, 2020) and obligate incremental funding in the amount of \$2,924,254.00.

Funding is obligated as follows:

CLIN 00014: \$2,404,254.00

CLIN 00015: \$60,000.00

CLIN 00016: \$40,000.00

CLIN 00017: \$400,000.00

CLIN 00021: \$20,000.00

Total: \$2,924,254.00

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)

Katie A. Mair

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

Previous edition unusable

STANDARD FORM 30 (REV. 11/2016)
Prescribed by GSA FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0003722/0040

PAGE 2 OF 2

NAME OF OFFEROR OR CONTRACTOR
WASTREN ADVANTAGE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>•The total amount of funds obligated to CLIN 00014 is increased by \$2,404,254.00 from \$4,808,507.85 to \$7,212,761.85.</p> <p>•The total amount of funds obligated to CLIN 00015 is increased by \$60,000.00 from \$120,212.74 to \$180,212.74.</p> <p>•The total amount of funds obligated to CLIN 00016 is increased by \$40,000.00 from \$71,670.25 to \$111,670.25.</p> <p>•The total amount of funds obligated to CLIN 00017 is increased by \$400,000.00 from \$827,700.00 to \$1,227,700.00</p> <p>•The total amount of funds obligated to CLIN 00021 is increased by \$20,000.00 from \$40,150.79 to \$60,150.79.</p> <p>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. Section B is attached.</p> <p>All other terms and conditions remain unchanged. Delivery Location Code: 00603 Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352 US</p> <p>Payment: OR for ORP U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831</p> <p>FOB: Destination Period of Performance: 09/21/2015 to 09/20/2020</p>				

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-6

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

CLIN	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
00001	Contract Transition – Fixed Price	1	Lump Sum		\$ <u>334,187.94</u>
00002	Routine Analytical Services ¹ – Fixed Price	22	Months	\$604.641.95	\$13,302,122.82
00003	Award Fee ²	1	Lump Sum		\$ <u>335,415.58</u>
00004	Surges in Analytical Services ³ – Labor Hour	1	Lump Sum ⁵		\$ <u>264,726.53</u>
00005	Pensions and Other Benefit Plans ⁴ – Cost Reimbursement	1	Lump Sum		\$ 3,473,500.00
	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	Subtotal A: \$ <u>142,770.95</u>

3 through 12 Months from the end of Contract Transition ²	
13 through 24 Months from the end of Contract Transition ²	Subtotal B: <u>\$ 189,782.63</u>
Total Available Award Fee CLIN 00003 (Subtotal A and Subtotal B)	<u>\$ 335,415.58</u>

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

Base Period – Months 3 through 12			
Labor Category	Estimated Direct Productive Labor Hours (DPLH)	Fixed Unit Rate	Extended Amount
Hot Cell Supervisor	100	<u>\$ 49.11</u>	<u>\$ 4,910.91</u>
Project Coordination Supervisor	100	<u>\$ 59.85</u>	<u>\$ 5,985.17</u>
Sr. Project Coordinator	100	<u>\$ 55.86</u>	<u>\$ 5,586.16</u>
Project Coordinator	100	<u>\$ 55.17</u>	<u>\$ 5,516.73</u>
Sr. Chemical Technologist	100	<u>\$ 73.89</u>	<u>\$ 7,388.83</u>
Chemical Technologist	800	<u>\$ 70.37</u>	<u>\$ 56,293.73</u>
Sr. Scientist	400	<u>\$ 56.07</u>	<u>\$ 22,428.11</u>
Scientist	400	<u>\$ 46.04</u>	<u>\$ 18,415.90</u>
Program Administrator	100	<u>\$ 45.17</u>	<u>\$ 4,516.56</u>
Subtotal			<u>\$131,042.11</u>
Base Period – Months 13 through 24			
Labor Category	Estimated DPLH	Fixed Unit Rate	Extended Amount
Hot Cell Supervisor	100	<u>\$ 50.34</u>	<u>\$ 5,033.68</u>
Project Coordination Supervisor	100	<u>\$ 61.35</u>	<u>\$ 6,134.80</u>
Sr. Project Coordinator	100	<u>\$ 57.26</u>	<u>\$ 5,725.81</u>
Project Coordinator	100	<u>\$ 56.55</u>	<u>\$ 5,654.65</u>
Sr. Chemical Technologist	100	<u>\$ 75.00</u>	<u>\$ 7,500.02</u>
Chemical Technologist	800	<u>\$ 71.43</u>	<u>\$ 57,140.87</u>
Sr. Scientist	400	<u>\$ 57.47</u>	<u>\$ 22,988.82</u>
Scientist	400	<u>\$ 47.19</u>	<u>\$ 18,876.30</u>
Program Administrator	100	<u>\$ 46.29</u>	<u>\$ 4,629.47</u>
Subtotal			<u>\$133,684.42</u>
Total Not-to-Exceed Price – CLIN 00004	Insert this Amount in CLIN 00004 above.		<u>\$264,726.53</u>

Option Period 1: Months 25 through 36

CLIN	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
00006	Routine Analytical Services ¹ – Fixed Price	12	Months	<u>\$746831.99</u>	<u>\$ 8,961,983.84</u>
00007	Award Fee ²	1	Lump Sum		<u>\$ 211,845.83</u>
00008	Surges in Analytical Services ³ – Labor Hour	1	Lump Sum ⁵		<u>\$ 158,152.99</u>
00009	Pensions and Other Benefit Plans ⁴ – Cost Reimbursement	1	Lump Sum		<u>\$ 1,731,500.00</u>
	Total Price – Option Period 1				<u>\$11,063,482.66</u>

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

Option Period 2: Months 37 through 48

CLIN	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
00010	Routine Analytical Services ¹ – Fixed Price	12	Months	<u>\$778,730.50</u>	<u>\$9,344,766.04</u>
00011	Award Fee ²	1	Lump Sum		<u>\$ 237,194.74</u>

Hanford 222-S Laboratory Analysis and Testing Services
Contract Number DE-EM0003722
Modification 040

00012	Surges in Analytical Services ³ – Labor Hour	1	Lump Sum ⁵		<u>\$ 139,815.30</u>
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				<u>\$11,565,192.30</u>

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

Option Period 3: Months 49 through 60

CLIN	SCHEDULE OF SUPPLIES/SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
00014	Routine Analytical Services ¹ – Fixed Price	12	Months	<u>\$801,417.98</u>	<u>\$9,617,015.71</u>
00015	Award Fee ²	1	Lump Sum		<u>\$ 240,425.48</u>
00016	Surges in Analytical Services ³ – Labor Hour	1	Lump Sum ⁵		<u>\$ 143,340.51</u>
00017	Pensions and Other Benefit Plans ⁴ – Cost Reimbursement	1	Lump Sum		<u>\$1,655,400.00</u>

00021	Equipment Maintenance Costs	1	Material Reimbursable		\$80,301.58
	Total Price – Option Period 3				<u>\$11,736,483.27</u>

Option Period 3: Months 49 through 60			
Labor Category	Estimated DPLH	Fixed Unit Rate	Extended Amount
Hot Cell Supervisor	100	<u>\$ 54.74</u>	<u>\$ 5,473.61</u>
Project Coordination Supervisor	100	<u>\$ 66.71</u>	<u>\$ 6,670.96</u>
Sr. Project Coordinator	100	<u>\$ 62.26</u>	<u>\$ 6,226.23</u>
Project Coordinator	100	<u>\$ 61.49</u>	<u>\$ 6,148.85</u>
Sr. Chemical Technologist	100	<u>\$ 79.20</u>	<u>\$ 7,920.26</u>
Chemical Technologist	800	<u>\$ 75.43</u>	<u>\$60,342.55</u>
Sr. Scientist	400	<u>\$ 62.49</u>	<u>\$24,997.96</u>
Scientist	400	<u>\$ 51.32</u>	<u>\$20,526.03</u>
Program Administrator	100	<u>\$ 50.34</u>	<u>\$ 5,034.07</u>
Total Not-to-Exceed Price – CLIN 00016	Insert this Amount for CLIN 00016 above.		<u>\$143,340.51</u>

Total Contract Price – CLINs 00001 through 00017	<u>\$52,295,762.77</u>
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Price Schedule Notes:

1. Work under the Contract Transition and Routine Analytical Services CLINs: 00001, 00002, 00006, 00010, 00014 shall be performed on a Fixed Price basis.
2. Available award fee only applies to CLINs 00002, 00006, 00010 and 00014.
3. The estimated cost in CLINs 00004, 00008, 00012, and 00016 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.
4. Work associated with Pensions and Other Benefits Plans CLINs: 00005, 00009, 00013, and 00017 are to be performed on a Cost Reimbursable basis with no Award Fee.
5. The Lump Sum Amount of CLINs 00004, 00008, 00012 and 00016 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, and CLIN 00014 have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that: CLIN 00001, CLIN 00002, CLIN 00006, CLIN 00010, and CLIN 00014 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, and CLIN 00014 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 Contractor 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

Hanford 222-S Laboratory Analysis and Testing Services
Contract Number DE-EM0003722
Modification 040

(o) Actual Funding Schedule

Row Labels	Column Labels			Base Period Total	Option			Option Total	Grand Total
	Base Period								
	2015	2016	2017		2018	2019	2020		
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	\$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	\$7,212,761.85	\$25,519,511.73	\$38,821,634.55
3 Award Fee									
Sum of Contract Value		\$145,632.95	\$189,782.63	\$335,415.58	\$211,845.83	\$237,194.74	\$240,425.48	\$689,466.05	\$1,024,881.63
Sum of Funding Obligation			\$310,948.20	\$310,948.20	\$211,845.83	\$223,575.37	\$180,212.74	\$615,633.94	\$926,582.14
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	\$706,035.33
Sum of Funding Obligation		\$187,000.00	\$36,500.00	\$223,500.00	\$158,152.99	\$90,000.00	\$111,670.25	\$359,823.24	\$583,323.24
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	\$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	\$1,227,700.00	\$4,151,870.96	\$7,193,915.15
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	\$60,150.79	\$140,452.37	\$140,452.37
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	\$11,736,483.27	\$34,365,158.23	\$52,295,762.77
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	\$8,792,495.63	\$30,930,306.88	\$48,363,761.70