

2. AMENDMENT/MODIFICATION NO. 0042	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 16EM000419	5. PROJECT NO. (If applicable)
---------------------------------------	------------------------------------	--	--------------------------------

6. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	CODE 03001	7. ADMINISTERED BY (If other than Item 6) Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352	CODE 00601
--	---------------	---	---------------

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) HPM CORPORATION Attn: LAURA MILLS 4304 W. 24TH AVE. SUITE 100 KENNEWICK WA 993382320	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0002043
		10B. DATED (SEE ITEM 13) 06/08/2012
CODE 012911892	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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,056,981.99

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

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

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Tax ID Number: 91-2131802
DUNS Number: 012911892
Occupational Medical Services for the United States Department of Energy Hanford Site.

In accordance with mutual agreement of the parties, the purpose of this modification is to update the following Contract Sections: Section B.19, Section B.20, Section E.6, Section F.6, Section G.2, and Section I.

This modification provides \$3,056,981.99 of incremental funding, increasing the total obligation from \$52,282,058.70 to \$55,339,040.69. The Total Amount of contract remains \$100,155,033.88.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marcy J. Aplet-Zelen
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA Signature on File <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 12/10/2015

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. 0042		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 16EM000419	
5. PROJECT NO. (If applicable)		6. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202		7. ADMINISTERED BY (If other than Item 6) 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) HPM CORPORATION Attn: LAURA MILLS 4304 W. 24TH AVE. SUITE 100 KENNEWICK WA 993382320		9A. AMENDMENT OF SOLICITATION NO. (x)		9B. DATED (SEE ITEM 11)	
CODE 012911892		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0002043	
				10B. DATED (SEE ITEM 13) 06/08/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$3,056,981.99

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

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

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

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

Tax ID Number: 91-2131802

DUNS Number: 012911892

Occupational Medical Services for the United States Department of Energy Hanford Site.

In accordance with mutual agreement of the parties, the purpose of this modification is to update the following Contract Sections: Section B.19, Section B.20, Section E.6, Section F.6, Section G.2, and Section I.

This modification provides \$3,056,981.99 of incremental funding, increasing the total obligation from \$52,282,058.70 to \$55,339,040.69. The Total Amount of contract remains \$100,155,033.88.

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) <i>Laura Mills, Contracts & Fin. Mgr.</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marcy J. Aplet-Zelen	
15B. CONTRACTOR/OFFEROR <i>Laura Mills</i> (Signature of person authorized to sign)		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
15C. DATE SIGNED 12-10-15		16C. DATE SIGNED	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0002043/0042

PAGE OF
2 5

NAME OF OFFEROR OR CONTRACTOR
HPM CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Details of this contract change are included on Page 4 of this modification.</p> <p>All other terms and conditions remain unchanged.</p> <p>LIST OF CHANGES: Reason for Modification : Supplemental Agreement for work within scope Obligated Amount for this Modification: \$3,056,981.99 New Total Obligated Amount for this Award: \$55,339,040.69</p> <p>CHANGES FOR LINE ITEM NUMBER: 8 Obligated Amount for this modification: \$2,542,800.17 Incremental Funded Amount changed from \$2,564,399.98 to \$5,107,200.15</p> <p>CHANGES FOR LINE ITEM NUMBER: 9 Obligated Amount for this modification: \$514,181.82 Incremental Funded Amount changed from \$844,845.68 to \$1,359,027.50 Delivery Location Code: 00601 Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352 US</p> <p>Payment: OR for Richland U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4307 Oak Ridge TN 37831</p> <p>Fund: 00000 Appr Year: 0000 Allottee: 00 Report Entity: 000000 Object Class: 00000 Program: 0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000</p> <p>FOB: Destination Period of Performance: 10/01/2012 to 09/30/2018</p> <p>Change Item 00008 to read as follows (amount shown is the total amount):</p> <p>Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0002043/0042

PAGE OF
3 5

NAME OF OFFEROR OR CONTRACTOR
HPM CORPORATION

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00008	OCCMED Hanford - Option Period 2 (Year Four) FPAF Line item value is:\$12,317,557.81 Incrementally Funded Amount: \$5,107,200.15 Change Item 00009 to read as follows (amount shown is the total amount):				12,317,557.81
00009	OCCMED Hanford - Option Period 2 (Year Four) Cost Reimbursement Line item value is:\$4,351,000.00 Incrementally Funded Amount: \$1,359,027.50				4,351,000.00

SF30 BLOCK 14 CONTINUATION:

Modification 042 is a supplemental agreement which revises the following sections of the contract:

1. This modification updates *Sections B.19 Obligation of Funds* and *B.20 Limitation of Government's Obligation*.
 - This modification provides \$3,056,981.99 of incremental funding, increasing the total obligation from \$52,282,058.70 to \$55,339,040.69. The Total Amount of contract remains \$100,155,033.88.
 - This modification obligates \$2,542,800.17 of incremental funding to Contract CLIN 008 Option Period 2 (Year Four) FPAF, increasing the incremental funded amount from \$2,564,399.98 to \$5,107,200.15.
 - This modification obligates \$514,181.82 of incremental funding to Contract CLIN 009 Option Period 2 (Year Four) Cost Reimbursement, increasing the incremental funded amount from \$844,845.68 to \$1,359,027.50.
 - The date for which funds would not be available beyond in *Section B.20* is extended from 12/11/2015 to 02/29/2016.
2. This modification revises the following in *Section E.6 Contractor's Self-Evaluation of Performance*:
 - The due date of the Program Performance Report (PPR) changed from shall be submitted 15 days after the end of each month to shall be submitted "within" 15 days after the end of each month;
 - The unilateral deduction for an inaccurate PPR changed from "will" be deducted to "may" be deducted; and
 - The title of the Reporting Requirement Item 5 updated from Occupational Medicine Program Appraisal to Annual Self-Assessment Report.
3. This modification revises *Section F.6 Reporting Requirements* in its entirety, including the following:
 - Adds a glossary of acronyms and abbreviation;
 - Updates the recipients for each item;
 - Updates the clause/drivers for items to coincide with updates in the contract;
 - Extends the due date for Item 5 Annual Self-Assessment Report from October 7th to October 31st;
 - Revises the due date for Item 11 Toxic Chemical Release Inventory Report from July 1st to February 15th;
 - Adds the requirement of the Records Management Plan (Item 30) back into the contract due to incorrect removal of the requirement on Modification 030;
 - Adds the due date of July 1st for Item 32 Records File Plan Update;
 - Adds the due date of July 1st for Item 35 Vital Records Update; and
 - Adds three new reporting requirements:
 - Item 55 Site Occupational Medical Director's (SOMD) Annual Report
 - Item 56 Nomination for Designated Physician and Designated Psychologist
 - Item 57 Re-Nomination Report
4. This modification revises the following in *Section G.2 Submission of Vouchers/Invoices*:
 - Updates the link for VIPERS;
 - Revises the FAR reference for invoicing from 52.232-16 Progress Payments to 52.232-32 Performance-Based Payments; and

- Revises the requirement for submission of the PPR from due at the time of submission of the invoice to before payment of the prior month's Firm Fixed Price invoice.
5. This modification revises *Section I Contract Clauses* by deleting I.123 FAR 52.232-16 Progress Payments (Aug 2010) Alternate I (Mar 2000) and adding I.123A FAR 52.232-32 Performance-Based Payments (Apr 2012).

All other terms and conditions remain unchanged. End of Modification No. 042

PART I – THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

TABLE OF CONTENTS

B.1	TYPE OF CONTRACT – ITEMS BEING ACQUIRED	B-2
B.2	BASIC TERM OF PERFORMANCE - CLIN 001 – TRANSITION	B-3
B.3	BASIC TERM OF PERFORMANCE - CLIN 002 – FIRM-FIXED-PRICE WITH AWARD FEE	B-3
B.4	BASIC TERM OF PERFORMANCE – CLIN 003 – COST REIMBURSEMENT (WITH NO FEE)	B-4
B.5	BASIC TERM OF PERFORMANCE - CLIN 004 - IDIQ.....	B-4
B.6	OPTION ONE FOR ADDITIONAL SERVICES - CLIN 005 - FIRM-FIXED-PRICE WITH AWARD FEE.....	B-5
B.7	OPTION ONE FOR ADDITIONAL SERVICES – CLIN 006 - COST REIMBURSEMENT (WITH NO FEE)	B-5
B.8	OPTION ONE FOR ADDITIONAL SERVICES – CLIN 007 - IDIQ.....	B-5
B.9	OPTION TWO FOR ADDITIONAL SERVICES - CLIN 008 - FIRM-FIXED-PRICE WITH AWARD FEE.....	B-6
B.10	OPTION TWO FOR ADDITIONAL SERVICES – CLIN 009 - COST REIMBURSEMENT (WITH NO FEE)	B-6
B.11	OPTION TWO FOR ADDITIONAL SERVICES – CLIN 010 - IDIQ	B-7
B.12	OPTION THREE FOR ADDITIONAL SERVICES - CLIN 011 - FIRM-FIXED-PRICE WITH AWARD FEE.....	B-7
B.13	OPTION THREE FOR ADDITIONAL SERVICES – CLIN 012 - COST REIMBURSEMENT (WITH NO FEE)	B-8
B.14	OPTION THREE FOR ADDITIONAL SERVICES – CLIN 013 - IDIQ	B-8
B.15	OPTION FOUR FOR ADDITIONAL SERVICES - CLIN 014 - FIRM-FIXED-PRICE WITH AWARD FEE.....	B-8
B.16	OPTION FOUR FOR ADDITIONAL SERVICES – CLIN 015 - COST REIMBURSEMENT (WITH NO FEE)	B-9
B.17	OPTION FOUR FOR ADDITIONAL SERVICES – CLIN 016 - IDIQ.....	B-9
B.18	AWARD FEE FOR CLINS 002, 005, 008, 011, AND 014	B-10
B.19	OBLIGATION OF FUNDS.....	B-10
B.20	LIMITATION OF GOVERNMENT’S OBLIGATION.....	B-11

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT – ITEMS BEING ACQUIRED

This is a hybrid contract that includes Firm-Fixed-Price (with award fee provisions), a Cost Reimbursement (with no fee), and an Indefinite Delivery/Indefinite Quantity (IDIQ) contract for the purpose of providing Occupational Medical Services for the DOE Hanford Site, Richland, WA.

Under the Firm-Fixed-Price (with award fee provisions) portion of the contract, the contractor shall furnish all personnel, materials, supplies, services (except as expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work described in Section C.2.1, Firm-Fixed Price Scope of the Performance Work Statement (PWS), including providing a “readiness to serve” level of staffing, and other sections of the contract not specifically identified as Cost Reimbursement or IDIQ scope.

The award fee provision is provided to ensure superior performance in delivery of occupational medical services as described in the annual Performance Evaluation and Measurement Plan (Section H). The nature of the services (health care services) prompts the Government to desire the highest quality service delivered in the most conscientious and professional manner in order to protect and promote the health and welfare of the Hanford Site workers.

Under the Cost Reimbursement (with no fee) portion of the contract, the contractor shall furnish all facilities, equipment, personnel, and services (except as expressly set forth in this contract as furnished by the Government) necessary for the performance of work as described in Section C.2.2, Cost Reimbursable Scope of the PWS.

Under the IDIQ portion of the contract, the contractor shall furnish additional personnel, as required by Government-issued Task Orders, necessary for the performance of work as described in Section C.2.3, Indefinite Delivery/Indefinite Quantity Scope. IDIQ services shall be ordered in accordance with Section I clauses “Ordering”, “Order Limitations”, “Indefinite Quantity”, and Section H clause entitled “Task Ordering Procedure”. The minimum ordering guarantee for the IDIQ portion of the contract is \$5,000.

B.2 BASIC TERM OF PERFORMANCE – CLIN 001 – Transition

PERFORMANCE PERIOD	UNIT PRICE PER MONTH	TOTAL FIRM-FIXED-PRICE
Transition*	\$32,728.11	\$98,184.33
Total Firm-Fixed-Price		\$98,184.33

* Award fee does not apply to the transition period.

B.3 BASIC TERM OF PERFORMANCE - CLIN 002 – FIRM-FIXED-PRICE WITH AWARD FEE

(a) The Basic Term of Performance for the work described in Section C.2.1 is two (2) years from date of award as follows:

PERFORMANCE PERIOD	UNIT PRICE PER MONTH	TOTAL FIRM-FIXED-PRICE
Year One	\$917,014	\$11,018,752.01
Year Two	\$939,753	\$11,277,036.00
Total Firm-Fixed-Price		\$22,295,788.01

(b) The Total Available Award Fee for the Basic Term of Performance provided in paragraph B.3 (a) is as follows:

PERFORMANCE PERIOD	AVAILABLE AWARD FEE	EARNED AWARD FEE
Year One	\$300,000.00	\$284,250.00
Year Two	\$310,000.00	\$280,705.00
Total Available Award Fee for Basic Term	\$610,000.00	\$564,955.00

B.4 BASIC TERM OF PERFORMANCE - CLIN 003 – COST REIMBURSEMENT (WITH NO FEE)

The total actual cost (with no fee) for the work described in Section C.2.2 is two (2) years from date of award as follows:

PERFORMANCE PERIOD	TOTAL ACTUAL COST (WITH NO FEE)
Year One	\$4,568,620.58
Year Two	\$4,908,981.62
Total Actual Cost (with no fee)	\$9,477,602.20

B.5 BASIC TERM OF PERFORMANCE – CLIN 004 – IDIQ

The Government may issue Task Orders for the delivery of work described in Section C.2.3, at the following fully burdened labor rates:

POSITION*	DPLH NTE (Per Year)	HOURLY RATE	
		Year One	Year Two
Physician	1000	\$156.33	\$163.43
Physician Assistant	1000	\$90.29	\$94.39
Psychologist	1000	\$81.74	\$85.45
Nurse/Nurse Practitioner	1000	\$64.27 RN \$89.16 NP	\$67.19 RN \$93.22 NP
Case Manager	1000	\$64.27	\$67.19
Epidemiologist	1000	\$59.64	\$62.35
Medical Assistant Certified	1000	\$42.74	\$44.69
Certified Industrial Hygienist	1000	\$87.70	\$91.69
Registered X-Ray Technician	1000	\$46.78	\$48.91

*Position Descriptions for the above-listed positions are defined in Clause H.13, Qualification of Medical Personnel – Non-Key.

B.6 OPTION ONE FOR ADDITIONAL SERVICES - CLIN 005 - FIRM-FIXED-PRICE WITH AWARD FEE

(a) The government may require the delivery of work described in Section C.2.1 as follows:

PERFORMANCE PERIOD	UNIT PRICE PER MONTH	TOTAL FIRM-FIXED-PRICE
Year Three	\$965,325 (Oct-July) \$974,112.75 (Aug-Sep)	\$11,601,475.50

(b) The Total Available Award Fee for Option One, paragraph B.6 (a) is as follows:

PERFORMANCE PERIOD	AVAILABLE AWARD FEE
Year Three	\$320,000.00

B.7 OPTION ONE FOR ADDITIONAL SERVICES – CLIN 006 - COST REIMBURSEMENT (WITH NO FEE)

The total estimated cost (with no fee) for the work described in Section C.2.2 is as follows:

PERFORMANCE PERIOD	TOTAL ESTIMATED COST (WITH NO FEE)
Year Three	\$4,514,808.00

B.8 OPTION ONE FOR ADDITIONAL SERVICES – CLIN 007 - IDIQ

The Government may issue Task Orders for the delivery of work described in Section C.2.3, at the following fully burdened labor rates:

POSITION*	DPLH NTE (Per Year)	HOURLY RATE Year Three
Physician	1000	\$169.54
Physician Assistant	1000	\$97.92
Psychologist	1000	\$88.65

Nurse/Nurse Practitioner	1000	\$69.70 RN \$96.70 NP
Case Manager	1000	\$69.70
Epidemiologist	1000	\$64.68
Medical Assistant Certified	1000	\$46.36
Certified Industrial Hygienist	1000	\$95.11
Registered X-Ray Technician	1000	\$50.73

*Position Descriptions for the above-listed positions are defined in Clause H.13, Qualification of Medical Personnel – Non-Key.

B.9 OPTION TWO FOR ADDITIONAL SERVICES - CLIN 008 - FIRM-FIXED-PRICE WITH AWARD FEE

(a) The government may require the delivery of work described in Section C.2.1 as follows:

PERFORMANCE PERIOD	UNIT PRICE PER MONTH	TOTAL FIRM-FIXED-PRICE
Year Four	\$998,963.15	\$11,987,557.81

(b) The Total Available Award Fee for Option Two, paragraph B.9 (a) is as follows:

PERFORMANCE PERIOD	AVAILABLE AWARD FEE
Year Four	\$330,000.00

B.10 OPTION TWO FOR ADDITIONAL SERVICES – CLIN 009 - COST REIMBURSEMENT (WITH NO FEE)

The total estimated cost (with no fee) for the work described in Section C.2.2 is as follows:

PERFORMANCE PERIOD	TOTAL ESTIMATED COST (WITH NO FEE)
Year Four	\$4,351,000.00

B.11 OPTION TWO FOR ADDITIONAL SERVICES – CLIN 0010 - IDIQ

The Government may issue Task Orders for the delivery of work described in Section C.2.3, at the following fully burdened labor rates:

POSITION*	DPLH NTE (Per Year)	HOURLY RATE Year Four
Physician	1000	\$176.83
Physician Assistant	1000	\$102.13
Psychologist	1000	\$92.46
Nurse/Nurse Practitioner	1000	\$72.70 RN \$100.86 NP
Case Manager	1000	\$72.70
Epidemiologist	1000	\$67.46
Medical Assistant Certified	1000	\$48.35
Certified Industrial Hygienist	1000	\$99.20
Registered X-Ray Technician	1000	\$52.91

*Position Descriptions for the above-listed positions are defined in Clause H.13, Qualification of Medical Personnel – Non-Key.

B.12 OPTION THREE FOR ADDITIONAL SERVICES - CLIN 011 - FIRM-FIXED-PRICE WITH AWARD FEE

(a) The government may require the delivery of work described in Section C.2.1 as follows:

PERFORMANCE PERIOD	UNIT PRICE PER MONTH	TOTAL FIRM-FIXED-PRICE
Year Five	\$1,020,982.06	\$12,251,784.73

(b) The Total Available Award Fee for Option Four, paragraph B.12 (a) is as follows:

PERFORMANCE PERIOD	AVAILABLE AWARD FEE
Year Five	\$340,000.00

B.13 OPTION THREE FOR ADDITIONAL SERVICES – CLIN 012 - COST REIMBURSEMENT (WITH NO FEE)

The total estimated cost (with no fee) for the work described in Section C.2.2 is as follows:

PERFORMANCE PERIOD	TOTAL ESTIMATED COST (WITH NO FEE)
Year Five	\$4,438,000.00

B.14 OPTION THREE FOR ADDITIONAL SERVICES – CLIN 013 - IDIQ

The Government may issue Task Orders for the delivery of work described in Section C.2.3, at the following fully burdened labor rates:

POSITION*	DPLH NTE (Per Year)	HOURLY RATE Year Five
Physician	1000	\$181.16
Physician Assistant	1000	\$104.63
Psychologist	1000	\$94.72
Nurse/Nurse Practitioner	1000	\$74.48 RN \$103.33 NP
Case Manager	1000	\$74.48
Epidemiologist	1000	\$69.11
Medical Assistant Certified	1000	\$49.53
Certified Industrial Hygienist	1000	\$101.63
Registered X-Ray Technician	1000	\$54.21

*Position Descriptions for the above-listed positions are defined in Clause H.13, Qualification of Medical Personnel – Non-Key.

B.15 OPTION FOUR FOR ADDITIONAL SERVICES - CLIN 014 - FIRM-FIXED-PRICE WITH AWARD FEE

(a) The government may require the delivery of work described in Section C.2.1 as follows:

PERFORMANCE PERIOD	UNIT PRICE PER MONTH	TOTAL FIRM-FIXED-PRICE
Year Six	\$1,058,906.52	\$12,706,878.30

(b) The Total Available Award Fee for Option Four, paragraph B.15 (a) is as follows:

PERFORMANCE PERIOD	AVAILABLE AWARD FEE
Year Six	\$350,000.00

B.16 OPTION FOUR FOR ADDITIONAL SERVICES – CLIN 015 - COST REIMBURSEMENT (WITH NO FEE)

The total estimated cost (with no fee) for the work described in Section C.2.2 is as follows:

PERFORMANCE PERIOD	TOTAL ESTIMATED COST (WITH NO FEE)
Year Six	\$4,527,000.00

B.17 OPTION FOUR FOR ADDITIONAL SERVICES – CLIN 016 - IDIQ

The Government may issue Task Orders for the delivery of work described in Section C.2.3, at the following fully burdened labor rates:

POSITION*	DPLH NTE (Per Year)	HOURLY RATE Year Six
Physician	1000	\$186.59
Physician Assistant	1000	\$107.77
Psychologist	1000	\$97.56
Nurse/Nurse Practitioner	1000	\$76.71 RN \$106.43 NP
Case Manager	1000	\$76.71
Epidemiologist	1000	\$71.18

Medical Assistant Certified	1000	\$51.02
Certified Industrial Hygienist	1000	\$104.68
Registered X-Ray Technician	1000	\$55.84

*Position Descriptions for the above-listed positions are defined in Clause H.13, Qualification of Medical Personnel – Non-Key.

B.18 AWARD FEE FOR CLINS 002, 005, 008, 011, AND 014

- (a) For the basic term of the contract and options, there is no base fee amount. The determination of award fee shall be consistent with the Performance Evaluation and Measurement Plan (PEMP) (Section J, Attachment J-10). To earn award fee under the PEMP, the Contractor is required to provide superior occupational medical services beyond the minimum Contract requirements. The PEMP will be unilaterally established by the Government. Initial and subsequent PEMPs shall be provided to the Contractor not later than 30 calendar days prior to the start of the evaluation period(s).
- (b) The PEMP will set forth the evaluation period and the criteria upon which the Contractor will be evaluated for performance. Award Fee will not be used to incentivize the Contractor to meet contract expectations and requirements but will be used to incentivize exceptional performance.
- (c) The PEMP may be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 30 calendar days prior to the start of the period to which the change will apply.
- (d) Immediately upon final determination of the award fee for the annual evaluation period by the Fee Determining Official (FDO), the Contractor may invoice any fee amount due. Any unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s).

B.19 OBLIGATION OF FUNDS

- (a) Pursuant to Section B.13 clause entitled “Limitation of Government’s Obligation”, the total amount of incremental funding allotted is **\$98,184.33** for CLINs 001.
- (b) Pursuant to Section B.13 clause entitled “Limitation of Government’s Obligation”, the total amount of incremental funding allotted is **\$39,889,418.66** for CLINs 002, 005, 008, 011 and 014.

- (c) Pursuant to Section I clause entitled FAR 52.232-22 "Limitation of Funds", the total amount of incremental funding allotted is **\$15,351,437.70** for CLINs 003, 006, 009, 012 and 015.
- (d) The total amount of incremental funding allotted for the potential IDIQ scope (CLINs 004, 007, 010, 013 and 016) is not known until the IDIQ Task Orders are issued. Each IDIQ Task Order will be either fully funded or incrementally funded within the Task Order itself.

B.20 LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Funds are not presently available for performance under this contract beyond **2/29/2016**. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond **2/29/2016**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.
- (b) For Firm Fixed Price CLINs 002, 005, 008, 011 and 014, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (c) The Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause. Further, once notified, the Contracting Officer will advise the contractor in writing whether or not it can continue work after the estimated date. Until the Contractor receives notification that it may continue work, there shall be no legal liability on the part of the government to pay for contract performance after the date of notification. If after

- such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government".
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (b) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds.
 - (e) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
 - (f) The Government may at any time prior to termination allot additional funds for the performance of contract line item(s) 002, 005, 008, 011 and 014.
 - (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
 - (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
 - (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

PART I – THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

TABLE OF CONTENTS

E.1	INSPECTION.....	E-2
E.2	ACCEPTANCE.....	E-2
E.3	FIXED PRICE CLAUSES.....	E-2
E.4	COST REIMBURSEMENT CLAUSES.....	E-2
E.5	CONSEQUENCES OF CONTRACTOR’S FAILURE TO PERFORM REQUIRED SERVICES FOR FIRM FIXED PRICED WORK.....	E-2
E.6	CONTRACTORS SELF- EVALUATION OF PERFORMANCE.....	E-4
E.7	PERFORMANCE REQUIREMENTS SUMMARY.....	E-4

SECTION E

INSPECTION AND ACCEPTANCE

E.1 INSPECTION

Inspection of all products, reports, or services under this Contract shall be accomplished by the Contracting Officer or designee.

E.2 ACCEPTANCE

Acceptance of all work and effort under this Contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer or designee.

CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

E.3 FIXED PRICE CLAUSES

FAR 52.246-2 INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996)
FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)
FAR 52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

E.4 COST REIMBURSEMENT CLAUSES

FAR 52.246-3 INSPECTION OF SUPPLIES – COST-REIMBURSEMENT (MAY 2001)
FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)

E.5 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES FOR FIRM FIXED PRICED WORK

- A. The Contractor is responsible to fulfill the performance requirements of this contract. The Government will deduct from the Contractor's invoice or otherwise withhold payment for any items of nonconforming service as specified below.
1. The Government may apply an evaluation technique that covers all or part of the work to either assess the Contractor's performance/services or determine the amount of payment due or both. If the quality level does not meet or exceed the Acceptable Quality Level (AQL) in the Performance Requirements Summary (PRS), the Contractor's performance/services will be considered unsatisfactory. Failure to consistently maintain adequate quality performance/services can result in termination for default.

2. A contract requirement may be composed of several subtasks called work requirements. A contract requirement may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the work requirements. In those cases, deductions may still be taken from the Contractor's invoice. In addition to all of the rights the Government may have, the Government shall, for partially completed work, make the deductions.
- B. The Contracting Officer (CO) will give the Contractor written or verbal notice of deficiencies prior to deducting for non-performed or unsatisfactory work. Therefore:
1. In the case of non-performed work, the CO
 - a. Will deduct from the Contractor's invoice all amounts associated with such non-performed work as established by the PRS or as provided by other provisions of this contract, unless the Contractor is permitted or required to perform pursuant to paragraph b. below and satisfactorily completes the work;
 - b. May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the CO; or
 - c. May, at its option, perform the services by Government personnel or other means.
 2. In the case of unsatisfactory work, the CO
 - a. Will deduct from the Contractor's invoice all amounts associated with such unsatisfactory work as established in PRS or as provided by other provisions of the contract; unless the CO afforded the Contractor an opportunity to re-perform pursuant to paragraph b. below and satisfactorily completes the work;
 - b. May, at its option, afford the Contractor an opportunity to perform the unsatisfactory work within a reasonable period subject to the discretion of the CO; or
 - c. May, at its option, perform the services by Government personnel or other means.
- C. Should the Government elect options B.1.a, B.1.b., B.2.a, or B.2.b above, the CO may, at its sole discretion, elect not to take further action if: (1) the Contractor is working in good faith with the Government to correct the problem(s) in the future; and (2) the Contractor does not have a repetitive trend of non-performed and unsatisfactory work for the same requirements.
- D. Should the Government elect B.1.c. or B.2.c. above, the CO will reduce the contract payment by the amount paid to any Government personnel (based on wages, retirement and fringe benefits) plus material, or the actual costs of other means that accomplished the services.
- E. Where the Government exercises its options in B.1.b. or B.2.b., the Contractor's original performance/services assessment results shall not be modified upon re-assessment. Instead, any payment reduction shall be offset by a credit for satisfactory re-performance.

- F. The Government's exercise of rights under this clause shall not preclude either (1) single occurrences of such nonperformance or unsatisfactory performance, or (2) multiple occurrences of nonperformance or unsatisfactory performance, regardless of whether deductions were taken, from being grounds for termination in accordance with FAR clause 52.249-8, *Default (Fixed-Price Supply and Service)*, in Section I.

E.6 CONTRACTOR'S SELF-EVALUATION OF PERFORMANCE

Program Performance Report (PPR): Contractor's monthly Self-evaluation of Performance including performance relative to the elements of the Performance Requirements Summary table. This report, identified in section F-6 as routine reporting item 27, shall be submitted within 15 days after the end of each month being reported along with the Contractor's properly certified invoice, complete with backup and analyses for all work completed in performance of this contract. For each instance where the Contractor is found to be inaccurate in the Contractor's monthly self-evaluation, a unilateral deduction of \$500 may be deducted from the Contractor's total monthly invoice. Performance evaluation meetings will be conducted quarterly by the CO and COR to discuss deficiencies and any performance improvements as appropriate.

Note: This self-evaluation is not the annual self-evaluation identified in section H-18, Performance Evaluation and Measurement Plan and section F-6, routine reporting item 5 "Annual Self-Assessment Report".

E.7 PERFORMANCE REQUIREMENTS SUMMARY

The Contract Requirements listed in the table below, *Performance Requirements Summary (PRS)*, summarize specific firm fixed price workscope to be performed under this contract. The Performance Requirements associated with each Contract Requirement are as shown in the PRS and include:

- A. Required Service. A list in column 1 of required services as identified in the PWS.
- B. Performance Standard. A narrative summary of the expected service level for each required service. The performance standard for each required service is identified in column 2.
- C. Acceptable Quality Level (AQL). The AQL for each Work Requirement is identified in column 3 of the PRS. The AQL is the quality of performance which, when not met, indicates that the Contractor's quality of performance/services is unsatisfactory. Deductions will be taken for all defects in accordance with clause E.5 (with appropriate credit for re-performance). The AQL is expressed as a percentage of the total population per period of time or as a number acceptable services or reports per period of time.
- D. Method of surveillance. Identified in column 4.
- E. Deduction. Identified in column 5.

PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Performance Standard	AQL	Method of Surveillance	Deduction
PWS C.2.1	<p>Provide planning, coordination and quality control of all activities. Provide prompt and accurate reports, plans, and schedules to assure the quality, timeliness, and cost effectiveness of all operations.</p> <p>For those positions identified in Sections H.12 and H.13.,the Contractor shall provide staff with required qualifications</p> <p>Any monetary fines received from regulatory organizations (e.g. OSHA/EPA/WISHA) are the responsibility of the Contractor, if the Contractor is responsible for the cited deficiency</p>	<p>5 incidents per reporting period</p> <p>100% of staff occupying those positions shall have required qualifications for specific contract functions</p> <p>100% compliance</p>	<p>Review of Contractor-submitted data, spot inspection, and customer feedback</p> <p>Review of Contractor-assigned personnel</p> <p>Review of fines received</p>	<p>\$500.00 per incident over the AQL</p> <p>\$2,500 to \$100,000 per incident depending on severity</p> <p>\$2,500 per incident over the AQL, plus cost of fine or penalty shall be borne by the Contractor</p>
PWS C.2.1.3, C.2.1.4, C.2.1.9, C.2.1.21	Support to Worker Compensation Program	The record response average turnaround time for requests is <= 15 days.	Review of turnaround time data	Initial Failure to meet: \$500; then \$500 for every additional day increase in

	Records requests from the Federal Records Center (FRC) normally take 4-6 days. Delays in turnaround not in Contractor's control could affect turnaround times adversely and should not be considered as part of Contractor turnaround time.	Upon receipt of an acceptable file from the Third Party Administrator, the Contractor will respond with a report listing all of the related referral charges within 5 working days.		time average Initial Failure to meet: \$500; then \$500 for every additional day increase in time
PWS C.2.1.9	Records Management	30 days after identification, the Contractor will have no unresolved medical records system, QA/QC findings or shortcomings identified by DOE initiated external audits. All internally identified medical records system, QA/QC issues or shortcomings are corrected within 30 days of self-identification.	Audit and self-assessment reports	Failure to meet deadline \$500; then \$500 for every week beyond that for individual instances.

PWS C.2.1.25	Accreditation Association for Ambulatory Health Care (AAAHC) Accreditation	Contractor Achieves AAAHC Accreditation within 24 months as described in Section H.14	DOE Audit or AAAHC Accreditation report	Failure to meet deadline \$50,000; then \$500 for every week beyond that.
PWS C.2.1.1	Provide cost-effective integrated clinical services that meet the needs of DOE and the Hanford workforce – Behavioral Health Services / Employee Assistance Program	Turnaround time for BHS EAP appointment requests – initial EAP appointment offered within 3 days of the request > 90% of the time.	Audit and self-assessment reports	Initial Failure to meet: \$500; then \$500 for every additional day increase in time average
PWS C.2.1.1	Provide cost-effective integrated clinical services that meet the needs of DOE and the Hanford workforce - Drug Testing	During standard operating hours at the main clinic, the average annual reporting of drug testing results to contractor POCs is made available within 24 hours for confirmed positive results > 90% of the time.	Audit and self-assessment reports	Initial Failure to meet: \$5,000; then \$5,000 for every additional day increase in time average
PWS C.2.1.1, C.2.1.6	Prompt and accurate medical services shall be given to injured patient and employees in a medical surveillance program. If injury/illness is occupationally related, the DOE Safety and Health Organization and the DOE-RL Program Manager for	100% of occupational injury/illnesses shall be reported by COB on the day patient was seen	Review of Contractor-submitted data, spot inspection, and customer feedback	\$500 per incident over AQL

	Occupational Medicine shall be notified by Close of Business (COB).			
PWS C.2.1.1, C.2.1.2, C.2.1.5, C.2.1.20	Prompt and accurate medical services shall be provided. Schedule recurring exams within a 12 to14-month cycle.	98% of exams shall not exceed the time limits.** The Contractor shall provide adequate lead time (6 weeks) to schedule. Cancellations on the part of parties other than the Contractor will not be counted against the Contractor.	Review of scheduling data.	\$500.00 per incident over AQL

* This timeline may be extended if justified by the Government.

**This assumes the patient is available at the scheduled appointment time; tardiness on the part of the patient will not be a factor against the Contractor. The time may be extended if justified by the circumstances of the appointment.

PART I- THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

TABLE OF CONTENTS

F.1	PERIOD OF PERFORMANCE.....	2
F.2	PRINCIPAL PLACE OF PERFORMANCE.....	2
F.3	HOURS OF SERVICE	2
F.4	FAR 52.242-15 STOP-WORK ORDER (AUG 1989).....	3
F.5	FAR 52.242-15 STOP-WORK - ALTERNATE I (APR 1984)	4
F.6	REPORTING REQUIREMENTS.....	5

SECTION F

DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The period of performance (exclusive of the Transition Period) for the work specified in Section C, PWS, of this Contract shall commence on **October 1, 2012** and continue through **September 30, 2016** (base period and option years one and two), unless terminated sooner as provided for in other provisions of this contract. The Transition Period is anticipated to be 90 days from the issuance of the Notice to Proceed. The Contractor shall assume full responsibility of the contract upon receipt of a written Notice-to-Proceed issued by the Contracting Officer.

- (a) The basic period of performance is two (2) years from date of award.
- (b) In the event the Government elects to exercise its option(s) pursuant to the terms of this contract, the period of performance for each option shall be as set forth below:

<u>Option No.</u>	<u>Period of Performance</u>
One	October 1, 2014 - September 30, 2015
Two	October 1, 2015 - September 30, 2016
Three	October 1, 2016 - September 30, 2017
Four	October 1, 2017 - September 30, 2018

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal places of performance of this contract shall be the DOE Hanford Site and the Richland, Washington area.

Medical examinations shall be provided in the Richland, Washington area at a single main clinic. The Richland, Washington area is defined as follows: the area bounded on the north by the Hanford Site, on the east by the Columbia River, on the west by the Yakima River, and on the south by Interstate I-182.

In addition to the main clinic in Richland at 1979 Snyder Street, a satellite clinic shall be maintained at the 200 West Area on the Hanford Site central plateau. The government requires the incoming contractor to assume the existing lease at the main clinic in Richland. The 200 West area clinic will reside in facilities provided by the Government.

F.3 HOURS OF SERVICE

The Contractor shall operate the clinics as follows:

Monday to Friday: 7am to 5pm both clinics open and staffed

Onsite (200 West Area) clinic staffed until midnight with one receptionist and one registered nurse as minimum staffing.

Saturday: Offsite clinic closed / Onsite Clinic 7am to 4pm with one receptionist and one registered nurse as minimum staffing.

Sunday: Offsite and onsite clinics are closed all day Sunday

The clinic will be closed on site holidays. A holiday schedule of site holidays will be published at the beginning of each year.

F.4 FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.5 FAR 52.242-15 STOP-WORK - ALTERNATE I (APR 1984)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—
 - (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if-
 - (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and
 - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.6 REPORTING REQUIREMENTS

The following reports are required from the Contractor. This list is subject to change at the sole discretion of the Contracting Officer or designee. Any deliverable that is required by any provision/clause of the contract that is not listed below does not relieve the Contractor of the requirement to provide that deliverable.

GLOSSARY

Acronym/Abbreviation	Definition
AMSE	Assistant Manager for Safety and Environment
BAWR	Beryllium Associated Worker Registry
CIO	Chief Information Officer
CIR	Contractor Industrial Relations Team
CO	Contracting Officer
COR	Contracting Officer's Representative
Ecology	State of Washington Department of Ecology
ECP	Employee Concerns Program
EMCBC	Environmental Management Consolidated Business Center
EPA	United States Environmental Protection Agency
ESQ	Environmental, Safety and Quality Division
MSA	Mission Support Alliance
ORISE	Oak Ridge Institute for Science and Education
ORP	Office of River Protection
PEMP	Performance Evaluation and Measurement Plan
Penser	Penser North America, Inc.
RL	Richland Operations Office
RMFO	Records Management Field Officer
SEI	Security, Emergency Services and Information Management Division
SHD	Safety and Health Division
SOMD	Site Occupational Medical Director's
SSD	Site Stewardship Division

Incident Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
1.	Exposure, Injury, or environmental release incident report	Report the DOE Health & Safety Office, exposure to any substance, possible exposure to any substance, and all accidents resulting in death, trauma, occupational disease, bodily injury, or environmental release. Additional specific reporting requirements may apply per DOE O231.1A Chg.1 Environment, Safety, and Health Reporting and DOE M231.1-2 Occurrence Reporting and Processing of Operations	DOE M 231.1B, DOE O 580.1A	Daily	CO, COR, AMSE, ORP-SHD (via email)	Information	Immediate
2.	Property loss or damage incident report	A full report of all instances of loss, damage, destruction, and theft of Government property per DOE reporting guidelines. Suspected incidents of vandalism or purposeful destruction of property shall be reported to the Hanford Patrol (and Richland Police, as applicable) for investigation.	DOE O 580.1A	Per Occurrence	CO, COR SSD, Hanford Patrol	Information	Immediate upon discovery

Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
3.	Transition Plan	Per Section C.2.1.23	C.2.1.23 Contract Transition	N/A	CO, COR	Review and Approval	5 days after award of contract
4.	Annual Execution Plan	Description of the proposed annual work scope to be accomplished, linked to regulatory or other "drivers" for the work scope, full-time equivalent (FTE) requirements and associated direct and indirect costs, broken-out by work breakdown structure (WBS) element	C.2.1.22 Project Controls and Management	Annually	CO, COR	Review and Approval	August 31
5.	Annual Self-Assessment Report	Self-assessment survey of occupational medical program, facilities, and professional staff annual performance relative to the Performance Evaluation and Measurement Plan for preceding Fiscal Year. Includes self-evaluation and supporting data on contractor performance relative to PEMP elements. Data must be adequate to support DOE verification. DOE reserves the right to perform independent assessment(s).	H.18 and J-10 PEMP	Annually	CO, COR	Information	October 31st

Routine Reporting Requirements							
	Title	Content	Clause / Driver	Frequency	Recipient	DOE Action	Due Date
6.	Site Occupational Medical Director's (SOMD) Annual Report	<p>A comprehensive, detailed report that identifies trends and analyzes effects, presents conclusions of medical surveillance analyses, and makes recommendations for improvements in protecting worker safety and health</p> <p>i. Ensure that the report provides/presents:</p> <ol style="list-style-type: none"> 1. Information on the relationship of site activities to the health and safety of site personnel, 2. Any trends and an analysis of their effects, 3. Conclusions of the medical surveillance analyses and recommendations to the DOE for improvements in protecting worker safety and health, 4. The results of any special studies directed by the DOE CO, or designee, 5. A description of the analyses, the bases for conclusions, a discussion of the urgency of the recommendations, and 6. An explanation of the benefits to the health and safety of the site workers and the DOE. <p>ii. Ensure that the report meets the standards for analyses and report preparation comparable to that required for acceptance by a peer-reviewed medical journal.</p> <p>iii. Present the results verbally to the Government at a time specified by the DOE CO after the report has been submitted.</p>	C.2.1.2 Medical Surveillance Data	Annually	CO, COR	Information	January 31
7.	Epidemiological Quarterly Report	<p>A summary report on the health status of the Hanford workforce, collectively and sorted by grouping, location, employer, and by job function, including results of any epidemiological studies. The data analyses shall be aimed at early identification of patterns of findings, sentinel events, or changes in worker health that may be indicative of trends or weaknesses in worker protection features and programs.</p>	C.2.1.2 Medical Surveillance Data	Quarterly	CO, COR	Information	45 days after the end of each quarter

DE-EM0002043, Modification 042
Occupational Medical Services at Hanford

8.	Contractor Quality Assurance Plan	<p>A Quality Assurance Plan in accordance with the applicable standards/requirements from the Accreditation Body: Accreditation Association for Ambulatory Health Care (AAAHC).</p> <ul style="list-style-type: none"> (i) In accordance with the plan, conduct self-assessments to ensure continuous quality improvement and report the results to DOE. (ii) Report the Quality Assurance outcomes and improvement actions taken, to the DOE Program Manager as part of the SOMD's Report. (iii) Ensure that the report includes trending, analyses, detailed improvement plan(s) where indicated by predetermined thresholds, and assessments of how well the Contractor is meeting performance improvement goals. (iv) Ensure that, in addition to the Contractor's own performance indicators, the following DOE indicators are addressed: <ul style="list-style-type: none"> 1. Unusual Events: At a minimum the following must be included in the Quality Assurance Plan and reports: any sentinel events such as deaths and serious injury, needle sticks, blood borne pathogen and body fluid exposures, medication errors, falls within the clinics or adjacent walking and parking areas, all customer complaints, injuries attributable to or associated with care or services, and any event that puts the Government or the Contractor at medical/legal risk. In addition to scheduled reporting, all unusual events shall be brought to the attention of the DOE Program Manager with notification that that the event occurred no later than the next business day, and all follow-up documentation within a mutually agreeable timeframe, generally not to exceed two weeks. 2. Customer Satisfaction Surveys: Customer satisfaction surveys must be available to all clients in all major areas that deliver direct services. At a minimum, satisfaction surveys must include: efficiency in scheduling appointments, prompt attention upon arrival, courtesy of staff, explanation of procedures, privacy/confidentiality of the environment, explanation of results, answers to questions, clarity of follow-up actions that the client is to take, helpfulness of education and information provided, and overall satisfaction of services. 	H.14 Accreditation Requirements; AAAHC Standards Requirement; C.2.1.13 Transition Requirement; DOE O 414.1D	Annual	CO, COR, ESQ	Review and Approval	Initial w/ transition plan, 5 and 10 days after award of contract; Then Annually by Oct 15
----	-----------------------------------	--	---	--------	--------------	---------------------	---

DE-EM0002043, Modification 042
Occupational Medical Services at Hanford

9.	Tier II Emergency and Hazardous Chemical Inventory	Contractor chemical inventory is included in the site document compiled by the Hanford Mission Support Contractor (MSA), as required by the Emergency Planning and Community Right-To-know Act 312.	Emergency Planning and Community Right-To-know Act 312	Annually	CO, COR, ESQ	Information	March 1
10.	Dangerous Waste and Biennial Waste Minimization Report	Report includes shipping information, waste description and category, and recycling credit for RCRA Wastes (compiled by the Hanford Mission Support Contractor [MSA])	Resource Conservation and Recovery Act (RCRA)	Annually, with quarterly input	CO, COR, MSA	Information	February 1
11.	Toxic Chemical Release Inventory Report	Report lists release of EPCRA 313 chemical quantities	Emergency Planning and Community Right-To-know Act 312	Annually	CO, COR, MSA	Information	Feb 15
12.	Occupational Medical Services Utilization Report	Report that details the numbers and types of clinical and Employee Assistance Program (EAP) services provided, such as walk-ins, exams and immunizations, by job category and contractor employer.	G.2 Submission of Vouchers and Invoices	Monthly	CO, COR BUD	Information	N/A
13.	Employee Concerns Report. Implementation Plan	1) Information on status of employee concerns program -- cumulative, for the fiscal year. 2) Describes ECP per DOE O 442.1A and DOE G 442.1-1 (Section H.26)	H.26; DOE O 442.1A, DOE G 442.1-1.	1) Quarterly 2) 90 days from award of contract	CO, COR, ECP, AMSE, MA	1) Information 2) Review	1) January 15 th , April 15 th , July 15 th , October 15 th 2) 90 days from award of contract
14.	Collective Bargaining Agreement	Copy of the Agreement	H.5 Labor Relations	End of negotiations	CO, COR CIR	Information	When Signed

DE-EM0002043, Modification 042
Occupational Medical Services at Hanford

15.	Worker's Compensation Website	Per H Clause Workers Compensation Website	H.20 Worker's Compensation	Once	CO, COR, CIR	Information	Within 45 days of close of transition
16.	Reportable Costs Report	Incurred outside cost related to workers' compensation claim. At the end of every month DOE's Third Party Administrator sends the Occ Med Provider by encrypted email a list of both new and closed workers' compensation claims for that month. The OMP reviews their records and advises the DOE's Third Party Administrator via encrypted email if they have incurred any outside cost that need to be reported to L&I under the workers' compensation claim.	C.2.1.3(b); C.2.1.4 Monitored Care; C.2.1.12 Case Management	Monthly	Penser	Information	5 days after receipt of list
17.	Pension Management Plan (PMP)	Per H Clause	H.7. Legacy Benefit Plans: Pension and PRB	Annual	CO, COR, CIR	Review and Approval	As requested
18.	Investment Policy	Per H Clause	H.7. Legacy Benefit Plans: Pension and PRB	Initial: Within 90 days of end of transition Thereafter: as changed	CO, COR, CIR	Information	Initial: Within 90 days of end of transition Thereafter: as changed
19.	Administrative Cost Incurred	Per H Clause	H.7. Legacy Benefit Plans: Pension and PRB	Annual	CO, COR, CIR	Information	60 days after plan year end
20.	Benefit-Value Study	Per H Clause	H.7. Legacy Benefit Plans: Pension and PRB	Within 18 months of contract award, no later than (March 31, 2014), then every 3 years	CO, COR, CIR	Review and Approval	Within 18 months of contract award, no later than (March 31, 2013), then every 3 years

DE-EM0002043, Modification 042
Occupational Medical Services at Hanford

21.	Form 5500	Per H Clause Copies of IRS 5500 forms with schedules, within nine (9) months of the last day of the current pension plan year; and	H.7. Legacy Benefit Plans: Pension and PRB	Annual	CO, COR, CIR	Information	According to Internal Revenue Service Schedule
22.	Form 5300	Per H Clause Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a plan	H.7. Legacy Benefit Plans: Pension and PRB	Annual	CO, COR, CIR	Information	According to Internal Revenue Service Schedule
23.	FAS 87 and FAS 106	Per H Clause Copies of the FAS 87 and FAS 106 reports and updates for the plans	H.7. Legacy Benefit Plans: Pension and PRB	Annual	CO, COR, CIR	Information	As requested
24.	Annual Actuarial Report	Per H Clause Actuarial Valuation reports and Funding reports for the pension plan	H.7. Legacy Benefit Plans: Pension and PRB	Annual	CO, COR, CIR	Information	As requested
25.	Public Voucher (SF-1034) 1) Fixed Price and Cost Invoices 2) Fee invoices	1) Fixed Price and Cost Invoice.	1) G.2 Submission of Vouchers and Invoices Instructions 2) G.2 Submission of Vouchers and Invoices Instructions; B.18(d)	1) Monthly 2) Annually upon final determination of the award fee for the annual evaluation period by the FDO	CO, COR	1) Review and Approval 2) Review and Approval	1) 15 th of Month for previous month 2) The contractor may invoice immediately upon final determination of the award fee for the annual evaluation period by the FDO

DE-EM0002043, Modification 042
Occupational Medical Services at Hanford

26.	Billing Rate Variance Report	Variance between estimated and actual rates for services.	C.2.1.22 Project Controls and Management	Monthly	CO, COR, BUD	Information	15 th of Month for previous month
27.	Program Performance Report (PPR)	Contractor's monthly Self-evaluation of Performance Report: backup and analyses for all work completed in performance of this contract.	E.6 Contractor's Self-Evaluation of Performance	Monthly	CO, COR	Review (approval as part of the Fee Evaluation)	15 th of Month for previous month
28.	Controlled Substances Inventory	Indicates control and protection of Government property	C.2.1.3 Diagnosis and Treatment of Injury or Illness	Semi-annually	CO, COR, SSD	Information	October 15, April 15
29.	Report of Records Holdings (REMOVED)						
30.	Records Management Plan	The Records Management Plan is a high-level program document that shall describe, at a minimum: how the Contractor will manage all life-cycle phases of Government-owned records, records management training to all contractor personnel; the safeguarding, protection and maintenance of records use of NARA approved Records Disposition Schedules; and the Contractor's procedures for implementation of the records management program as a whole, including relationships with other programs that cannot respond properly without sound records search and retrieval capabilities (e.g., processing claims received by the Department of Labor pursuant to the EEOICPA, FOIA, etc.).	C.2.1.9 Information and Records Management; 36 CFR Chapter 12	Within 60 days of contract award	CO, COR, DOE – EMCBC RMFO	Review and Approve	Within 60 days of contract award
31.	Records Inventory and Disposition Schedule (RIDS) - Records File Plan	A RIDS (file plan) is a comprehensive outline that includes the records series title and description, active file locations, file arrangement, file cutoff, retention period, file transfer instructions, disposition instructions, and other specific instructions that provide guidance for effective management of records, including vital records.	C.2.1.9 Information and Records Management; 36 CFR, Chapter 12	Within 6 months of contract award	CO, COR	Review and Approve	Within 6 months of contract award
32.	Records File Plan Update	Biennial submittal of any revisions to the Records File Plan	36 CFR Chapter 12	Biennial	CO, COR, SEI,	Review and Approve	12 Months after contract award July 1
33.	Records Disposition Plan	The Records Disposition Plan shall document the contractor's disposition process which shall include processing records to storage (e.g., on-site, commercial and/or the Federal Records Center) and the	C.2.1.9 Information and Records Management;	Within 6 months of contract award	Program Office; CO	Review and Approve	Within 6 months of contract award

DE-EM0002043, Modification 042
Occupational Medical Services at Hanford

		destruction process. This plan shall be developed and submitted for DOE approval prior to any records disposition activities.	36 CFR, Chapter 12				
34.	Vital Records Program / Plan	Describes how the contractor will identify records needed for performing essential functions and a plan to protect vital records and the recovery of any records affected by an emergency or disaster. Plan to include list of vital records.	C.2.1.9 Information and Records Management; DOE O 243.1B Chg.1	Within 6 months of contract award	Program Office; CO	Review and Approve	Within 6 months of contract award
35.	Vital Records Update	Annual submittal of any revisions to the vital records listing.	C.2.1.9 Information and Records Management	Annually	CO, COR, SEI	Review and Approve	12 Months after contract award July 1
36.	Privacy Act List of Systems of Records	The Contractor shall prepare and submit for DOE approval, in accordance with Federal Acquisition Regulation clause 52.224-2, Privacy Act (APR 1984) and DOE O 206.1 DOE Privacy Program: (1) a list of the systems of records that fall under the Privacy Act and (2) note the design, development, or operation work that will be performed, and (3) the responsibility of each system. Systems currently covered by the Privacy Act can be found in the Federal Register.	C.2.1.9 Information and Records Management; DEAR 970.5204-3; FAR 52.224-2; DOE O 206.1	Within 90 days of contract award	CO, COR, OCE	Review and Approval	Within 90 days of contract award
37.	Records Inventory and Disposal Schedules	Identifies active records and approved schedule for disposition of records	C.2.1.9 Information and Records Management	Annually	CO, COR, SEI	Information	As requested
38.	Customer Satisfaction Report	A report that summarizes the results of customer satisfaction surveys from end-users and site contractor management.	J-10 PEMP	Quarterly	CO, COR	Information	5 days after receipt of survey results from vendor
39.	Accreditation Requirements Reports	H Clause "Accreditation Requirements": 1) Communications to and from the AAAHC; 2) Action Plan; 3) monthly progress report, and 4) quality indicators submitted to the AAAHC	H.14 Accreditation Requirements	As required	CO, COR	Information	1) 5 business days, 2) 10 business days. 3) monthly, 4) as required

DE-EM0002043, Modification 042
Occupational Medical Services at Hanford

40.	Organizational Chart; Standards and procedures	Per H Clause	H.36 DEAR 970.5203-3 Contractor's Organization	As required	CO, COR	Information	Upon award and subsequent updates
41.	System Categorization; Computer Security Threat and Vulnerabilities Statement and Computer Security Risk Assessment and Mitigation document; System Security Plan	Per H Clause "Information Technology"	H.40 Information Technology	N/A	Program Office, DOE-RL CIO, COR, CO	Review and Approval	March 31, 2013
42.	Recommended improvements to enhance Hanford occupational and preventive health programs	Recommended improvements to enhance Hanford occupational and preventive health programs, based on contractor review of Federal, State, and DOE documents, and trade publications. Reports shall determine applicability and impact of any new or proposed regulations or best practices on operations, and alert the CO, of regulation and program changes affecting this contract, and recommend an implementation plan for identified changes.	C.2.1.7 Health Program Improvement	As identified	CO, COR	Information	As identified
43.	Facility/Site Visit Form	Worksite Visit Reports following the monthly coordinated visits to the worksite by Occupational Health providers, including the SOMD, all physicians and all mid-level practitioners. This requirement does not apply to casual visits, coordinated presentations, or brief consultative visits.	C.2.1.11 Field / Facility Worksite Visits (WSV)	As WSV completed	Worksite visit POC of the host organization	Information	By end of month for previous month
44.	Consultative Reports	The Occ Med contractor will be requested to provide industrial hygiene support and expert consultation. When written reports are requested, the quantity and depth of these reports shall be adequate for the purpose.	C.2.1.20 Industrial Hygiene Support	As requested	Requesting Organization	Information	As requested

DE-EM0002043, Modification 042
Occupational Medical Services at Hanford

45.	Beryllium Registry Submittal	Data for each beryllium-associated worker is to be submitted to the Beryllium Registry semi-annually. The Occupational Medicine Contractor has been identified as the lead coordinator by the Hanford Site-Wide Chronic Beryllium Disease Prevention Program (DOE-0342). The Oak Ridge Institute for Science and Education (ORISE) maintains the Beryllium Associated Worker Registry (BAWR) for the U.S. Department of Energy (DOE) Office of Health, Safety and Security (HSS).	C.2.1.5 Legacy Health Issues; 10 CFR 850.39(h);	Semi-annual	ORISE BAWR	Information	July 30 th for the time period January 1 st through June 30 th ; and by January 30 th for the time period July 1 st through December 31 st
46.	Illness and Injury Monthly Report	Illness and Injury data as described in DOE-STD-1190-2007 Generally: 1) roster data updated periodically, 2) illness and injury data as reported by workers through the return to work process following an illness or injury-related absence, 3) OSHA 300 log data, and 4) disability retirements and deaths among actively employed workers	10 CFR 850; 10 CFR 851; Atomic Energy Act of 1954; Energy Reorganization Act of 1974; 42 USC 2051; DOE O 231.1B	Monthly	Illness and Injury Surveillance Data Center at ORISE	Information	15 th of Month for previous month
47.	Illness and Injury Roster Quarterly Update	Illness and Injury roster data as described in DOE-STD-1190-2007. Information concerning all contractor and subcontractor workers who are covered by 10 CFR 851 Worker Health and Safety Rule	10 CFR 850; 10 CFR 851; Atomic Energy Act of 1954; Energy Reorganization Act of 1974; 42 USC 2051; DOE O 231.1B	Quarterly	Illness and Injury Surveillance Data Center at ORISE	Information	Complete, unabridged Roster due January 1; Quarterly updates each quarter: April 1, July 1, October 1

DE-EM0002043, Modification 042
Occupational Medical Services at Hanford

48.	Worker Safety & Health Program (WSHP)	Safety and Health Program (WSHP)	C.2.1.14 Participation in Site Safety & Health Efforts; 10 CFR 851	Once	Program Office, CO, COR	Approve	45 days after contract signing
49.	Worker Safety and Health Program annual update	Safety and Health Program (WSHP) annual update	C.2.2.12 Worker Safety & Health Program Updates; 10CFR851	Annually	CO, COR, AMSE	Review	Annually on anniversary of initial plan approval
50.	Initial nomination of Physical Protection Medical Director (PPMD)	The Contractor must nominate in writing a nominee for the PPMD position, providing appropriate documentation for review.	10 CFR 1046.4(1)	As required	CO, COR, SEI	Approve	Within 60 days of designation of assignment
51.	Initial nomination of Designated Physician (DP)	The PPMD must nominate in writing one or more nominees for Designated Physician positions, providing appropriate documentation for review.	10 CFR 1046.4(b) & (c)	As required	CO, COR, SEI	Approve	Within 60 days of designation of assignment
52.	Retention or replacement of PPMD	The PPMD's supervisor of record must send a letter reporting on the current credentials of the PPMD recommending retention or replacement. Immediate notification must be made if a PPMD is relieved of duties or replaced.	10 CFR 1046.4(f)	Annually	CO, COR, SEI	Approve	June 30
53.	Annual Activity Report	The PPMD must review the current credentials of each DP and make a recommendation to the employer to either retain or replace each incumbent. Notification from the employer of any changes is required.	10 CFR 1046.4(e)	Annually	CO, COR, SEI	Approve	June 30
54.	Medical Activity Summary	The PPMD must submit a letter summarizing the medical activity conducted during the previous year. The letter submitted must comply with applicable DOE requirements specifying report content.	10 CFR 1046.4(g)	Annually	CO, COR, SEI	Approve	June 30

DE-EM0002043, Modification 042
Occupational Medical Services at Hanford

55.	SOMD Annual Report	The SOMD must submit a written report summarizing HRP medical activity during the previous year. The SOMD must comply with any DOE directives specifying the form or contents of the annual report.	10 CFR 712.34(c)	Annually	CO, COR, SEI	Review and Approval	May 30
56.	Nomination for Designated Physician and Designated Psychologist	The SOMD must nominate a physician to serve as the Designated Physician and a clinical psychologist to service as the Designated Psychologist. Each nominee must describe the nominee's relevant training, experience, and license, and include a curriculum vitae and a copy of the nominee's current state or district license.	10 CFR 712.34(a)	As applicable	CO, COR, SEI	Review and Approval	As Applicable
57.	Re-nomination Report	The SOMD must submit a re-nomination report with a statement evaluating the performance of the Designated Physician and Designated Psychologist during the previous designation period. Each re-nomination must include a copy of the valid, unrestricted state or district license of the Designated Physician and Designated Psychologist.	10 CFR 712.34(b)	Biennially	CO, COR, SEI	Review and approval	At least 60 days before the second anniversary of the initial designation or the last re-designation, whichever applies

PART I – THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

TABLE OF CONTENTS

G.1	CORRESPONDENCE PROCEDURES	G-2
G.2	SUBMISSION OF VOUCHERS/INVOICES	G-2
G.3	DOE CONTRACTING OFFICER'S REPRESENTATIVE (COR).....	G-4
G.4	CONTRACT ADMINISTRATION	G-4
G.5	CONTRACTOR'S POINT OF CONTACT	G-5
G.6	DOE-G-1005 OBSERVANCE OF LEGAL HOLIDAYS	G-5
G.7	DEFECTIVE OR IMPROPER INVOICES	G-5

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

To promote timely and effective administration, all correspondence, reports and other documents submitted under this contract shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence concerning performance of this contract shall be addressed to the Department of Energy (DOE) Contracting Officer's Representative (COR) with an information copy of the correspondence to the Contracting Officer (CO). Technical correspondence pertains to issues relating to work effort of the contract (i.e. requests interpretation of contractual requirements for performance) or requests approval of reports, drawings or other work products.
- (b) Patents/Technical Data Correspondence. The Chicago Operations Office, acting through the Intellectual Property Law Division of the Office of Assistant Manager for Legal Support/Chief Counsel, DOE, 9800 South Cass Avenue, Argonne, Illinois, 60439, is hereby designated to represent the CO in administering the Intellectual Property Clauses in this contract. Correspondence concerning patent and technical data issues shall be addressed to the Chicago Operations Office with a copy to the Environmental Management Consolidated Business Center (EMCBC) Office of Legal Services, the CO and the COR.
- (c) Non-technical Administrative Correspondence. All correspondence, other than technical correspondence, shall be addressed to the CO, with information copies of the correspondence to the COR.
- (d) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

“SUBJECT: CONTRACT NO. DE-EM0002043”
(Insert subject topic after contract number, e.g., “Request for Subcontract Consent”).
- (e) All correspondence, deliverables, and reports to the DOE Richland Operations Office (DOE-RL) or the Office of River Protection (DOE-ORP) shall be transmitted through the use of the DOE automated records system, the Integrated Document Management System (IDMS).

G.2 SUBMISSION OF VOUCHERS/INVOICES

- (a) VIPERS. Contractors must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <https://vipers.doe.gov/>. Detailed instructions on how to enroll and

use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the voucher.

- (b) Firm Fixed Price and Cost Invoices. Contractors will use Standard Form 1034 *Public Voucher for Purchases and Services Other Than Personal* located at <http://www.gsa.gov/portal/forms/type/SF> when requesting reimbursement for the services performed under this contract. The Contractor shall submit invoices in accordance with the FAR payment clause in Section I of the contract. The Contractor may submit invoices, with supporting documentation, monthly for the cost reimbursable contract items or task order (if applicable). For the Cost Reimbursable Billing Costs, the voucher must include a statement of cost and supporting documentation for services rendered for the cost reimbursable items specified in Section B. This statement should include, as a minimum, a breakout by cost or price element or task order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract. Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract. Costs claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended.

Contractors may submit requests for Contract Financing Payments in accordance with FAR clause 52.232-32 Performance-Based Payments for the fixed price services contract line items or task order (if applicable). For the Firm Fixed Price Billing Costs, the voucher must include an amount for the invoicing period that is representative of the services provided for the fixed price items specified in Section B.

The Contractor is required to submit Program Performance Reports (PPR, reference section E-6) on a monthly basis reconciled to the monthly invoice submitted for payment. The PPR period must match that of the invoice period and must be received by DOE before payment of the prior month's FFP invoice.

The Contractor shall implement the Office of Management and Budget (OMB) Memorandum M-12-16, dated July 11, 2012, Providing Prompt Payment to Small Business Subcontractors, by providing payments to applicable small business subcontracts within 7 calendar days after receiving payment from the Government.

- (c) Fee Invoices. The Contractor may submit invoices for annual fee payments based on DOE's fiscal year calendar concurrent with the PPRs. Fee payment(s) will be made after the CO determines whether adjustments/reductions are necessary.
- (d) 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, as well as specify the dollar amount of the withholding, adjustment or reduction.

- (e) Nothing in this provision shall affect the rights of either the Government or the Contractor under the Section I clause entitled FAR 52.232-25, "Prompt Payment," of this contract. The Government may notify and/or initiate withholding, adjustment, or reduction any time prior to final payment under this contract.

G.3 DOE CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative(s) will be designated by separate letter and will represent the CO in the technical phases of the work. A copy of this designation letter shall be furnished to the Contractor. The COR is not authorized to change any of the terms and conditions of this contract. Changes in Section C will be made only by the CO by properly written modification(s) to the contract. Additional COR's for other purposes as required may be designated in writing by the CO.

G.4 CONTRACT ADMINISTRATION

- (a) The name and correspondence address of the Department of Energy (DOE) Contracting Officer (CO) is:

Linda K. Jarnagin, Contracting Officer
U.S. Department of Energy
Procurement Division
P.O. Box 550 - MSIN A7-80
Richland, WA 99352

Written communication shall make reference to the contract number and shall be mailed to the Contract Specialist designated via separate correspondence to the above address.

- (b) The name and correspondence address of the DOE Contracting Officer's Representative (COR) is:

Ashley T. Morris, Contracting Officer's Representative
U.S. Department of Energy
Assistant Manager for Mission Support
P.O. Box 550 - MSIN A4-19
Richland, WA 99352

Performance of the work under this contract shall be subject to the technical direction of DOE COR(s) in accordance with the Section H clause entitled, DEAR 952.242-70, Technical Direction. Any change in any DOE COR may be made administratively by letter from the CO consistent with Section H clause entitled, DEAR 952.242-70, Technical Direction.

- (c) The designated paying office for direct payment invoices under the contract is:

Direct Mail Address:

U.S. Department of Energy
Oak Ridge Financial Services Center
P.O. Box 4307

Oak Ridge, TN 37831

Express Courier Address:

U.S. Department of Energy
Oak Ridge Financial Services Center
200 Administration Road
Oak Ridge, TN 37831
(865) 241-5073

G.5 CONTRACTOR'S POINT OF CONTACT

The Contractor shall provide to the CO, COR, and the DOE Richland Occupational Medicine Program Manager the name or names of the responsible person or persons authorized to act for the Contractor, and in what capacity. The list shall be updated whenever changes occur.

G.6 DOE-G-1005 OBSERVANCE OF LEGAL HOLIDAYS

(a) The on-site Government personnel observe the following holidays:

New Year's Day

Martin Luther King, Jr.'s Birthday

President's Day

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

(b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

G.7 DEFECTIVE OR IMPROPER INVOICES

Invoices not conforming to paragraph (a)(4) of contract clause FAR 52.232-25, Prompt Payment shall be deemed improper and thus defective. The Contractor shall provide the name or names (where practicable), title, phone number, office name, and complete mailing address of officials of the Contractor to be notified when the Government receives a defective or improper invoice to the Contracting Officer.

PART II –CONTRACT CLAUSES
SECTION I
TABLE OF CONTENTS

The following Clauses apply to the Scope of the Contract.....	8
I.1 FAR 52.202-1 DEFINITIONS (JUL 2004) as modified by DEAR 952.202-1 (MAR 2002).....	8
I.2 FAR 52.203-3 GRATUITIES (APR 1984)	8
I.3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984).....	8
I.4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006).....	8
I.5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010).....	8
I.6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS.....	8
I.7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER.....	8
I.8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010).....	8
I.9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2010)	8
I.10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER (S) (DEC 2007)	8
I.11 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000).....	8
I.12 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008).....	8
I.13 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011).....	8
I.14 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)	8
I.15 FAR 52.209-9 UPDATES ON PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011).....	8
I.16 FAR 52.215-2 AUDIT AND RECORDS – NEGOTIATION (OCT 2010).....	9
I.17 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997).....	9
I.18 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (OCT 2010).....	9
I.19 FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 2010)	9

I.20	FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010).....	9
I.21	FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)	9
I.22	FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)	9
I.23	FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT (PRB) OTHER THAN PENSIONS (JUL 2005)	9
I.24	FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997).....	9
I.25	FAR 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA –MODIFICATIONS (OCT 2010)	9
I.26	FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) ALTERNATE I (OCT 2009)	9
I.27	FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	9
I.28	FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	9
I.29	FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003) .	10
I.30	FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)	10
I.31	FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)	10
I.32	FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009).....	10
I.33	FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	10
I.34	FAR 52.222-3 CONVICT LABOR (JUN 2003).....	10
I.35	FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT- OVERTIME COMPENSATION (JUL 2005)	10
I.36	FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999).....	10
I.37	FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)	10
I.38	FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEPT 2010)	10
I.39	FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)	10
I.40	FAR 52.222-37 EMPLOYMENT REPORTS VETERANS (SEPT 2010).....	10
I.41	FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACTION (DEC 2010)	10
I.42	FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)	10

I.43	FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989).....	10
I.44	FAR 52.222-50 COMBATING TRAFFICING IN PERSONS (FEB 2009).....	11
I.45	FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009).....	11
I.46	FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007).....	11
I.47	FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), ALTERNATE I (JUL 1995)	11
I.48	FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001).....	11
I.49	FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997).....	11
I.50	FAR 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS. (MAY 2008)	12
I.51	FAR 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)	12
I.52	FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003).....	13
I.53	FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)	13
I.54	FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)	13
I.55	FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011).....	13
I.56	FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984).....	13
I.57	FAR 52.224-2 PRIVACY ACT (APR 1984).....	13
I.58	FAR 52.225-1 BUY AMERICAN ACT-SUPPLIES (FEB 2009).....	13
I.59	FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008).....	13
I.60	FAR 52.227-14 RIGHTS IN DATA – GENERAL (DEC 2007).....	13
I.61	FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987).....	13
I.62	FAR 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997).....	13
I.63	FAR 52.228-11 FAR 52.228-11 PLEDGES OF ASSETS (SEP 2009)	13
I.64	FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999).....	13
I.65	FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2010).....	13
I.66	FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2008).....	13
I.67	FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUNE 2010).....	13

I.68	FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984).....	13
I.69	FAR 52.232-17 INTEREST (OCT 2010).....	13
I.70	FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984).....	13
I.71	FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986).....	13
I.72	FAR 52.232-25 PROMPT PAYMENT (OCT 2008).....	14
I.73	FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003).....	14
I.74	FAR 52.233-1 DISPUTES (JUL 2002) ALTERNATE I (DEC 1991).....	14
I.75	FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996).....	14
I.76	FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004).....	14
I.77	FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984).....	14
I.78	FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991).....	14
I.79	FAR 52.237-7 INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997).....	14
I.80	FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984).....	15
I.81	FAR 52.242-13 BANKRUPTCY (JUL 1995).....	15
I.82	FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996).....	15
I.83	FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010).....	15
I.84	FAR 52.245-1 GOVERNMENT PROPERTY (AUG 2010) – ALTERNATE I (AUG 2010).....	15
I.85	FAR 52.245-9 USE AND CHARGES (AUG 2010).....	15
I.86	FAR 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997).....	15
I.87	FAR 52.248-1 VALUE ENGINEERING (OCT 2010).....	15
I.88	FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	15
I.89	FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991).....	16
I.90	DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000).....	16
I.91	DEAR 952.204-2 SECURITY REQUIREMENTS (MAR 2011).....	16
I.92	DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997).....	16
I.93	DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000).....	16
I.94	DEAR 952.204-77 COMPUTER SECURITY (AUG 2006).....	16
I.95	DEAR 952.208-70 PRINTING (APR 1984).....	16

I.96	DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)	16
I.97	DEAR 952.219-70 DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000)	16
I.98	DEAR 952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH TO WORK PLANNING AND EXECUTION (DEC 2000)	16
I.99	DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)	16
I.100	DEAR 952.224-70 PAPERWORK REDUCTION ACT (APR 1994)	16
I.101	DEAR 952.226-74 DISPLACED EMPLOYEES HIRING PREFERENCE (JUN 1997)	16
I.102	DEAR 952.227-82 RIGHTS TO PROPOSAL DATA (APR 1994)	17
I.103	DEAR 952.233-5 AGENCY PROTEST REVIEW (SEP 1996)	17
I.104	DEAR 952.247-70 FOREIGN TRAVEL (DEC 2000)	17
I.105	DEAR 952.250-70 NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)	17
I.106	DEAR 952.251-70 CONTRACTOR EMPLOYEE TRAVEL DISCOUNT (DEC 2000)	17
I.107	DEAR 970.5204-2 LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000)	17
I.108	DEAR 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014) (DEVIATION)	17
I.109	DEAR 970.5223-3 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)	19
I.110	DEAR 970.5226- 3 COMMUNITY COMMITMENT (DEC 2000)	19
I.111	DEAR 970.5227-1 RIGHTS IN DATA-FACILITIES (DEC 2000)	20
I.112	DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002)	20
I.113	DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)	20
I.114	DEAR 970.5227-6 PATENT INDEMNITY-SUBCONTRACTS (DEC 2000)	20
	The following Clauses only apply to the FIRM FIXED PRICE Scope of the Contract	20
I.115	FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)	20
I.116	FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)	20
I.117	FAR 52.227-9 REFUND OF ROYALTIES (APR 1984)	20
I.118	FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)	20
I.119	FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)	20
I.120	FAR 52.232-1 PAYMENTS (APR 1984)	20
I.121	FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)	20

I.122	FAR 52.232-11 EXTRAS (APR 1984)	20
I.123	RESERVED.....	20
I.123A	FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)	20
I.124	FAR 52.243-1 CHANGES - FIXED PRICE (AUG 1987) - ALTERNATE II (APR 1984)	25
I.125	FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004).....	25
I.126	FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)	26

The following Clauses only apply to the COST REIMBURSEMENT Scope of the Contract
..... 26

I.127	FAR 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)	26
I.128	FAR 52.216-11 COST CONTRACT – NO FEE (APR 1984).....	26
I.129	FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990).....	26
I.130	FAR 52.228-7 INSURANCE-LIABILITY TO THIRD PERSONS (MAR 1996)	26
I.131	FAR 52.232-20 LIMITATION OF COST (APR 1984).....	26
I.132	FAR 52.232-22 LIMITATION OF FUNDS (APR 1984).....	26
I.133	FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001).....	26
I.134	FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997).....	26
I.135	FAR 52.243-2 CHANGES- COST REIMBURSEMENT (AUG 1987) ALTERNATE I (AUG 1987).....	26
I.136	FAR 52.244-2 SUBCONTRACTS (OCT 2010) ALTERNATE I (JUNE 2007).....	26
I.137	FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004)	26
I.138	FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)	26

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

I.139	FAR 52.216-18 ORDERING (OCT 1995).....	26
I.140	FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)	27
I.141	FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995).....	27

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

I.142	FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) - ALTERNATE I (MAY 2011).....	28
I.143	FAR 52.223-16 ACQUISITION OF EPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS (JUN 2014)	28
I.144	FAR 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011).....	28

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

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

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

SECTION I
CONTRACT CLAUSES

The following Clauses apply to the Scope of the Contract

- I.1 FAR 52.202-1 DEFINITIONS (JUL 2004) as modified by DEAR 952.202-1 (MAR 2002)
- I.2 FAR 52.203-3 GRATUITIES (APR 1984)
- I.3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)
- I.4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
- I.5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)
- I.6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- I.7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
- I.8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- I.9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2010)
- I.10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER (S) (DEC 2007)
- I.11 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- I.12 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)
- I.13 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- I.14 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)
- I.15 FAR 52.209-9 UPDATES ON PUBLICLY AVAILABLE INFORMATION

REGARDING RESPONSIBILITY MATTERS (JAN 2011)

- I.16 FAR 52.215-2 AUDIT AND RECORDS – NEGOTIATION (OCT 2010)
- I.17 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
- I.18 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (OCT 2010)
- I.19 FAR 52.215-13 SUBCONTRACTOR COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
- I.20 FAR 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)
- I.21 FAR 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
- I.22 FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
- I.23 FAR 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POST RETIREMENT (PRB) OTHER THAN PENSIONS (JUL 2005)
- I.24 FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)
- I.25 FAR 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA –MODIFICATIONS (OCT 2010)
- I.26 FAR 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) ALTERNATE I (OCT 2009)
- I.27 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **60 days** of the end of the contract.

- I.28 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **60 days** of the end of the contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60**

days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed six (6) years.

- I.29 FAR 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)
- I.30 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)
- I.31 FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
- I.32 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)
- I.33 FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
- I.34 FAR 52.222-3 CONVICT LABOR (JUN 2003)
- I.35 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION (JUL 2005)
- I.36 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
- I.37 FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)
- I.38 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEPT 2010)
- I.39 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
- I.40 FAR 52.222-37 EMPLOYMENT REPORTS VETERANS (SEPT 2010)
- I.41 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACTION (DEC 2010)
- I.42 FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)
- I.43 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service

employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

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

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

** Wage rate is salary/2087.

- I.44 FAR 52.222-50 COMBATING TRAFFICING IN PERSONS (FEB 2009)
- I.45 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
- I.46 FAR 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (DEC 2007)
- I.47 FAR 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997), ALTERNATE I (JUL 1995)
- I.48 FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)
- I.49 FAR 52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)
 - (a) The Contractor shall notify the Contracting Officer or designee, in writing, **60* days** prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the *Code of Federal Regulations*, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

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

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

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

- (a) *Definitions.* As used in this clause—
 - “Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”
 - “Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.
- (b) The Contractor, on completion of this contract, shall—
 - (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
 - (2) Submit this estimate to the Contracting.

I.51 FAR 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)

- I.52 FAR 52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
- I.53 FAR 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
- I.54 FAR 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
- I.55 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- I.56 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
- I.57 FAR 52.224-2 PRIVACY ACT (APR 1984)
- I.58 FAR 52.225-1 BUY AMERICAN ACT-SUPPLIES (FEB 2009)
- I.59 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUNE 2008)
- I.60 FAR 52.227-14 RIGHTS IN DATA – GENERAL (DEC 2007)
- I.61 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987)
- I.62 FAR 52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)
- I.63 FAR 52.228-11 FAR 52.228-11 PLEDGES OF ASSETS (SEP 2009)
- I.64 FAR 52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)
- I.65 FAR 52.230-2 COST ACCOUNTING STANDARDS (OCT 2010)
- I.66 FAR 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2008)
- I.67 FAR 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUNE 2010)
- I.68 FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- I.69 FAR 52.232-17 INTEREST (OCT 2010)
- I.70 FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- I.71 FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

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

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

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

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

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

this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

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

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

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

- I.80 FAR 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- I.81 FAR 52.242-13 BANKRUPTCY (JUL 1995)
- I.82 FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)
- I.83 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)
- I.84 FAR 52.245-1 GOVERNMENT PROPERTY (AUG 2010) – ALTERNATE I (AUG 2010)
- I.85 FAR 52.245-9 USE AND CHARGES (AUG 2010)
- I.86 FAR 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)
- I.87 FAR 52.248-1 VALUE ENGINEERING (OCT 2010)
- I.88 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The full text of the FAR may be accessed at

<http://www.acquisition.gov/far>. Department of Energy Acquisition Regulation (DEAR)
Clauses and Provisions: <http://professionals.pr.doe.gov>

- I.89 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)
- I.90 DEAR 952.203-70 WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)
- I.91 DEAR 952.204-2 SECURITY REQUIREMENTS (MAR 2011)
- I.92 DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)
- I.93 DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)
- I.94 DEAR 952.204-77 COMPUTER SECURITY (AUG 2006)
- I.95 DEAR 952.208-70 PRINTING (APR 1984)
- I.96 DEAR 952.209-72 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)
- I.97 DEAR 952.219-70 DOE MENTOR-PROTÉGÉ PROGRAM (MAY 2000)

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

- I.98 DEAR 952.223-71 INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH TO WORK PLANNING AND EXECUTION (DEC 2000)
- I.99 DEAR 952.223-75 PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)
- I.100 DEAR 952.224-70 PAPERWORK REDUCTION ACT (APR 1994)
- I.101 DEAR 952.226-74 DISPLACED EMPLOYEES HIRING PREFERENCE (JUN 1997)

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

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

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

- (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.
- (2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
- (3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and

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

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

I.109 DEAR 970.5223-3 AGREEMENT REGARDING WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2010)

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

It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include: (1) Recognizing

the diverse interests of the region and its stakeholders, (2) engaging regional stakeholders in issues and concerns of mutual interest, and (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above.

- I.111 DEAR 970.5227-1 RIGHTS IN DATA-FACILITIES (DEC 2000)
- I.112 DEAR 970.5227-4 AUTHORIZATION AND CONSENT (AUG 2002)
- I.113 DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)
- I.114 DEAR 970.5227-6 PATENT INDEMNITY-SUBCONTRACTS (DEC 2000)

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

- I.115 FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)
- I.116 FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)
- I.117 FAR 52.227-9 REFUND OF ROYALTIES (APR 1984)
- I.118 FAR 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- I.119 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
- I.120 FAR 52.232-1 PAYMENTS (APR 1984)
- I.121 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
- I.122 FAR 52.232-11 EXTRAS (APR 1984)
- I.123 RESERVED
- I.123A FAR 52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

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

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

(c) *Approval and payment of requests.*

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

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

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

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

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

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

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

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

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

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

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

(f) *Title.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) *Reservation of rights.*

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

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

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

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

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

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

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

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

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

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

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

I.124 FAR 52.243-1 CHANGES - FIXED PRICE (AUG 1987) - ALTERNATE II (APR 1984)

I.125 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT

(FIXED-PRICE) (MAY 2004)

I.126 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

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

I.127 FAR 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

I.128 FAR 52.216-11 COST CONTRACT – NO FEE (APR 1984)

I.129 FAR 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)

I.130 FAR 52.228-7 INSURANCE-LIABILITY TO THIRD PERSONS (MAR 1996)

I.131 FAR 52.232-20 LIMITATION OF COST (APR 1984)

I.132 FAR 52.232-22 LIMITATION OF FUNDS (APR 1984)

I.133 FAR 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)

I.134 FAR 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

I.135 FAR 52.243-2 CHANGES- COST REIMBURSEMENT (AUG 1987) ALTERNATE I
(AUG 1987)

I.136 FAR 52.244-2 SUBCONTRACTS (OCT 2010) ALTERNATE I (JUNE 2007)

I.137 FAR 52.249-6 TERMINATION (COST REIMBURSEMENT) (MAY 2004)

I.138 FAR 52.249-14 EXCUSABLE DELAYS (APR 1984)

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

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

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **the date of contract award** through **the end of contract performance**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

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

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

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

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”

- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year of the expiration date of this contract.

The following Clauses apply to the Scope of the Contract

- I.142 FAR 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) - ALTERNATE I (MAY 2011)
- I.143 FAR 52.223-16 ACQUISITION OF EPEAT-REGISTERED PERSONAL COMPUTER PRODUCTS (JUN 2014)
- I.144 FAR 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)
- I.145 FAR 52.251-1 GOVERNMENT SUPPLY SOURCES (APR 2012)
- I.146 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
- I.147 FAR 52.203-99 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (FEB 2015) (DEVIATION)

- (a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.
- (c) The prohibition in paragraph (a) of this clause does not contravene requirements

applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

- (d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.
- (2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.