

Purpose of Modification:

The purpose of this modification is to update Section B, *Supplies or Services and Prices/Costs*, Section G, *Contract Administration Data*, Section I, and Section J, *List of Attachments*.

Description of Modification:

1. Revise Contract Section B, *Supplies or Services and Prices/Costs*, Contract Clause B.1, *Type of Contract – Items Being Acquired*, and add two (2) tables to show total estimated contract cost and the total funds obligated. Contract Section B, Contract Clause B.1 is also updated to include tables for CLINS 1 thru 6. The information contained therein does not change and is reformatted for clarity. Contract Section B, Contract Clause B.1, is deleted in its entirety and replaced as follows:

B.1 TYPE OF CONTRACT – ITEMS BEING ACQUIRED

This is a cost-plus-award-fee type contract for analytical services and testing at the 222-S Laboratory on the Hanford Site. The contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement. The total performance period includes a ninety (90) day transition period, two-year base period, and three (3) 1-year option periods as shown below in the following individual Contract Line Items (CLINs):

TOTAL ESTIMATED CONTRACT COST			
CLIN Number	Description	Estimated Cost	Estimated Fee
1	Contract Transition	\$99,214.53	N/A
2	Analytical Services & Testing	\$23,862,646.20	\$1,730,762.28
3	Analytical Services & Testing	\$12,846,805.51	\$929,161.06
4	Analytical Services & Testing	\$13,324,325.55	\$961,635.30
5	Analytical Services & Testing	\$12,351,009.12	\$895,449.78
6	PRC ARRA Analytical Services & Testing	To Be Determined	\$334,374.00
TOTAL		\$62,484,000.91	\$4,851,382.42
TECC (ESTIMATED COST & ESTIMATED FEE)		\$67,335,383.33	

TOTAL FUNDS OBLIGATED			
CLIN Number	Description	Estimated Cost	Funds Obligated
1	Contract Transition	\$99,214.53	\$99,214.53
2	Analytical Services & Testing	\$23,862,646.20	\$15,142,917.21
3	Analytical Services & Testing	\$12,846,805.51	\$0.00

4	Analytical Services & Testing	\$13,324,325.55	\$0.00
5	Analytical Services & Testing	\$12,351,009.12	\$0.00
6	PRC ARRA Analytical Services & Testing	To Be Determined	\$5,486,143.65
TOTAL		\$26,970,445.05	\$20,728,275.39

TOTAL FEE EARNED				
CLIN Number	Description	Total Fee Available	Total Fee Earned	Reference
1	Contract Transition	N/A		
2	Analytical Services & Testing	\$1,730,762.28	\$1,032,568.15	11-AMD-075
3	Analytical Services & Testing	\$929,161.06		
4	Analytical Services & Testing	\$961,635.30		
5	Analytical Services & Testing	\$895,449.78		
6	PRC ARRA Analytical Services & Testing	\$334,374.00		
TOTAL		\$4,851,382.42	\$1,032,568.15	

CONTRACT TRANSITION:

CLIN Number	Description	Estimated Cost
1	Contract Transition	\$99,214.53

CLIN 01 Description:

The performance of CLIN 01 includes the total estimated costs for the contract transition period stated in Section F.1. There is no base or award fee available for this CLIN.

Funds Obligated to CLIN 01:

Modification No	Accounting and Appropriation Data	Obligated Amount*
N/A	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$99,214.53

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 01 value is estimated to be no more than \$99,214.53. The cumulative amount identified in this column is the total amount presently available for payment under this CLIN.

(b) **BASE PERIOD:**

CLIN Number	Description	Estimated Cost
2	Analytical Services & Testing	\$23,862,646.20

CLIN 02 Description:

The performance of CLIN 02 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any adjustment made in accordance with Section B Clause *DEAR 952.223-77 Conditional Payment of Fee* and Section H Clause *Key Personnel*).

The total available award fee for this CLIN is \$1,730,762.28. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from this CLIN shall not be eligible to be earned in any other CLINs.

Funds Obligated to CLIN 02:

<u>Modification No.</u>	<u>Accounting and Appropriation Data</u>	<u>Obligation Amount*</u>
A000	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$900,775.91
A002	01250 2010 34 421601 25200 1110849 0001525 0421398	\$24,000.00
A003	1250 2010 34 421601 25200 1110849 0001525 041398	\$76,000.00
A003	890251 2010 34 421301 61000000 25200 1110909 0001481	\$4,000,000.00
A003	01250 2034 421601 25200 1110849 0001525 041398	\$100,000.00
A004	01250 2010 34 422100 61000000 25200 1110843 0001524	\$309,604.00
A005	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$1,000,000.00
A006	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$960,000.00
A010	01250 2010 34 421301 61000000 25200 1111412 0004263	\$243,558.69

A011	01250 2010 34 421301 61000000 25200 1110909 0001481	\$1,125,886.00
A016	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$370,523.83
A016	01250 2010 34 421301 25200 1110676 0004022 0000000 0000000 0000000	\$3,155.93
A017	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$850,000.00
A019	01250 2011 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$500,000.00
A019	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$9.56
A021	01250 2011 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$866,000.00
022	01250 2011 34 421601 25200 1110849 0001525	\$65,985.00
022	01250 2011 34 421601 25200 1110842 0001522	\$132,488.00
022	01250 2011 34 421601 25200 1110820 0001520	\$3,810.00
023	01250 2011 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$500,000.00
024	01250 2011 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$1,500,000.00
029	01250 2009 34 421301 25200 1110676 0004022 0000000 0000000	\$130,000.00
029	01250 2010 34 421301 25200 1111412 0004263 0000000 0000000	\$181,120.29
029	01250 2011 34 421301 25200 1110909 0001481 0000000 0000000	\$400,000.00
030	01250 2011 34 421301 25200 1110909 0001481 0000000 0000000	\$500,000.00
031	01250 2011 034 421301 25200 1110909 0001481 0000000 0000000	\$400,000.00
TOTAL		\$15,142,917.21

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 02 value is estimated to be no more than \$25,593,408.48 (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN.

(c) **OPTION PERIOD I:**

CLIN Number	Description	Estimated Cost
3	Analytical Services & Testing	\$12,846,805.51

CLIN 03 Description:

The performance of CLIN 03 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any adjustment made in accordance with Section B Clause *DEAR 952.223-77 Conditional Payment of Fee* and Section H Clause *Key Personnel*).

The total available award fee for this CLIN is \$929,161.06. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from this CLIN shall not be eligible to be earned in any other CLINs.

Funds Obligated to CLIN 03:

Modification No. Accounting and Appropriation Data Obligation Amount*

To be inserted at the time of option exercise

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 03 value is estimated to be no more than \$ *To be inserted at the time of option exercise* (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN. It is estimated this amount will cover performance through *To be inserted at the time of option exercise.*

(d) **OPTION PERIOD II:**

CLIN Number	Description	Estimated Cost
4	Analytical Services & Testing	\$13,324,325.55

CLIN 04 Description:

The performance of CLIN 04 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any adjustment made in accordance with Section B Clause *DEAR 952.223-77 Conditional Payment of Fee* and Section H Clause *Key Personnel*).

The total available award fee for this CLIN is \$961,635.30. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from this CLIN shall not be eligible to be earned in any other CLINs.

Funds Obligated to CLIN 04:

Modification No. Accounting and Appropriation Data Obligation Amount*

To be inserted at the time of option exercise

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 04 value is estimated to be no more than \$ To be inserted at the time of option exercise (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN. It is estimated this amount will cover performance through To be inserted at the time of option exercise.

(e) **OPTION PERIOD III:**

CLIN Number	Description	Estimated Cost
5	Analytical Services & Testing	\$12,351,009.12

CLIN 05 Description:

The performance of CLIN 05 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any adjustment made in accordance with Section B Clause *DEAR 952.223-77 Conditional Payment of Fee* and Section H Clause *Key Personnel*).

The total available award fee for this CLIN is \$895,449.78. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional

monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from this CLIN shall not be eligible to be earned in any other CLINs.

Funds Obligated to CLIN 05:

Modification No. Accounting and Appropriation Data Obligation Amount*

To be inserted at the time of option exercise

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 05 value is estimated to be no more than \$ *To be inserted at the time of option exercise* (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN. It is estimated this amount will cover performance through *To be inserted at the time of option exercise*.

(f) ARRA ANALYTICAL SERVICES AND TESTING

CLIN Number	Description	Estimated Cost
6	PRC ARRA Analytical Services & Testing	To be Determined

CLIN 06 Description:

The performance of CLIN 06 includes the total estimated costs for the performance period from January 3, 2010 through January 2, 2012. The total fee that can be earned (less any adjustment made in accordance with Section B Clause DEAR 952.223-77 Conditional Payment of Fee and Section H Clause Key Personnel), for this CLIN, is \$334,374.00.

ARRA Project	Cost	Fee	Total
K East Reactor (1111330)	\$173,047.90	\$10,031.22	\$183,079.12
Balance of Site (1111329)	1,846,132.55	120,374.64	1,966,507.19
PFP Demo (1111328)	3,132,589.20	203,968.14	3,336,557.34
Total	\$5,151,769.65	\$334,374.00	\$5,486,143.65

Funds Obligated to CLIN 06:

\$5,486,143.65 is obligated to CLIN 06 as follows:

Type of Funding	Line of Accounting	Obligated Amount
ARRA PRC RL-11	06049 2009 34 421601 25200 1111328 2002140 0000000 0000000 0000000	\$2,901,000.00
ARRA PRC RL-11	06049 2009 34 421601 25200 1111328 2002140 0000000 0000000 0000000	\$435,557.34
ARRA PRC RL-40	06049 2009 34 421601 25200 1111329 2002140 0000000 0000000 0000000	\$996,000.00
ARRA PRC RL-40	06049 2009 34 421601 25200 1111329 2002140 0000000 0000000 0000000	\$970,507.19
ARRA PRC RL-41	06049 2009 34 421601 25200 1111330 2002140 0000000 0000000 0000000	\$183,079.12
	TOTAL	\$5,486,143.65

The contractor shall not incur any costs in excess of this amount.

- Update Contract Section G, *Contract Administrative Data*, Contract Clause C.2, *Contract Administration*, to show change in Contracting Officer from Susan E. Bechtel to Susan C. Johnson and to show a change in the Contracting Officer Representative from Stacey Charboneau to Janet Deidiker. Contract Section G, Contract Clause C.2, is deleted in its entirety and replaced as follows:

G.2 CONTRACT ADMINISTRATION

The DOE Contracting Officer and correspondence address is:

Susan C. Johnson
 Contracting Officer
 US DOE Office of River Protection
 P.O. Box 450, MSIN H6-60
 Richland, WA 99352

The DOE Contracting Officer Representative and correspondence address is:

Janet Deidiker
 Contracting Officer Representative
 US DOE Office of River Protection
 P.O. Box 450, MSIN H6-60
 Richland, WA 99352

Robert Carosino
Contracting Officer Representative – Limited to Litigation Management and Legal Policy
US DOE Office of River Protection
P.O. Box 450, MSIN H6-60
Richland, WA 99352

The DOE Property Administrator and correspondence address is:

Cathy Poynor
Property Administrator
US DOE Office of River Protection
P.O. Box 450, MSIN H6-60
Richland, WA 99352

3. Update Contract Section I, *Contract Clauses*, and add Clause I.119, FAR 52.217-9 *Option to Extend the Term of the Contract (MAR 2000)*. Contract Section I is also updated to show the following corrections:
 - Add Contract Clause I.76, FAR 52.243-7 *Notification of Changes (Apr 1984)*, to Table of Contents;
 - Add Contract Clause I.77, FAR 52.244-2 *Subcontracts (Jun 2007)*, to Table of Contents;
 - Add Contract Clause I.78, FAR 52.244-2 *Subcontracts (Jun 2007) – Alternate I (Jun 2007)*, to Table of Contents;
 - Add Contract Clause I.100, DEAR 952.223-76 *Conditional Payment of Fee or Profit--Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health (JAN 2004)*, to Table of Contents;
 - Renumber Contract Clause I.23, DEAR 952.226-74 *Displaced Employee Hiring Preference (Jun 1997)*, from I.123 to I.102.
 -

Contract Section I, Contract Clause I.119 is added as follows:

I.119 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; 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 period of performance through the exercise of Option Periods I, II and III.

4. Update the table in Contract Section J, *List of Attachments*, Attachment 1, *DOE Directives Applicable to the 222-S Lab*, to include the following directives:

- DOE Order 142.1, CRD, *Classified Visits Involving Foreign Nationals*;
- DOE Order 142.2A, CRD, *Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency*;
- DOE Manual 142.2-1, *Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency*;
- Change DOE Order 471.3, *Identifying and Protecting Official Use Only Information*, to DOE Order 471.3, Change 1, *Identifying and Protecting Official Use Only Information*.

The table in Contract Section J, Attachment 1 is deleted in its entirety and replaced as follows:

Order Number/Changes	Title
DOE O 130.1 CRD	Budget Formulation Process
DOE M 140.1-1B CRD	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.3A	Unclassified Foreign Visits and Assignments
	Comprehensive Emergency Management System
	Attachment 2, CRD
	· Item 2
	· Item 5
	· Item 6
	· Item 7
	· Item 9
	· Item 10
	· Item 11
	DOE O 151.1C CRD

Order Number/Changes	Title
	Item 14
	Item 15
DOE O 200.1A CRD	Information Technology Management
DOE O 205.1A CRD	Department of Energy Cyber Security Management
DOE O 210.2 CRD	DOE Operating Experience Program
DOE O 221.1A CRD	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A CRD	Cooperation with the Office of Inspector General
DOE O 225.1A CRD	Accident Investigations
DOE O 226.1A CRD	Implementation of DOE Oversight Policy
DOE M 231.1-1A, Change 2, CRD	Environmental, Safety and Health Reporting Manual
DOE M 231.1-2, Rev 1, CRD	Environment, Safety and Health Reporting
DOE O 232.1A	Occurrence Reporting and Processing of Operations Information
DOE O 241.1A, Change 1, CRD	Scientific and Technical Information Management
DOE O 350.1, Change 3	Contractor Human Resources Management Programs
DOE O 413.1B CRD	Internal Control Program
DOE O 414.1C, CRD	Quality Assurance
DOE O 435.1, Change 1, CRD	Radioactive Waste Management
DOE O 442.1A, CRD	Department of Energy Employee Concerns Program
DOE M 442.1-1 CRD	Differing Professional Opinions Manual for Technical Issues Involving Environment, Safety and Health
DOE P 450.7	Environmental Safety and Health (ESH) Goals
DOE M 450.4-1, CRD	Integrated Safety Management System Manual
DOE P 450.4	Safety Management System Policy
DOE O 460.1B CRD	Packaging and Transportation Safety
DOE O 471.3, Change 1, CRD	Identifying and Protecting Official Use Only Information
DOE M 471.3-1 CRD	Manual for Identifying and Protecting Official Use Only Information
DOE M 470.4-6 Change 1, CRD	Nuclear Material Control and Accountability
DOE O 475.1 CRD	Counter Intelligence Program
DOE O 422.1	Conduct of Operations
DOE O 5480.20 A, Change 1	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities
	· Preamble, Section 8.a
	· Attachment 1, Contractor Requirements Document
	· Chapter I, Section 2
	· Chapter I, Section 3
	· Chapter I, Section 4.a
	· Chapter I, Section 4.b
	· Chapter I, Section 5
	· Chapter I, Section 7 Introduction, Sentence 1 and 2
	· Chapter I, Section 7
	· Chapter I, Section 8
· Chapter I, Section 9	

Order Number/Changes	Title
	· Chapter I, Section 10
	· Chapter I, Section 11.a
	· Chapter I, Section 12
	· Chapter I, Section 13
	· Chapter I, Section 15
	· Chapter IV, Section 2
	· Chapter IV, Section 4.a (where lab techs are equated to operators)
	· Chapter IV, Section 4.c
	Hanford Emergency Management Plan
	· Section 11.1
	· Section 11.1.3
DOE/RL-94-02, Rev. 4	· Section 12.0
ORP M 420.1-1, CRD	ORP Fire Protection Program
DOE N 206.5	Personal Identity - Security Breaches
DOE M 470.4-4, Change 1, CRD	Information Security
ORP M 410.2C	Facility Representative Program
DOE/RL 96-98	HASQARD, Revision 3
DOE O 110.3A CRD	Conference Management
ORP M 441.1-1	Nuclear Material Packaging Manual
DOE O 150.1 CRD	Continuity Programs
DOE N 206.4	Personal Identity Verification
DOE O 243.1 CRD	Records Management Program
DOE O 243.2 CRD	Vital Records
DOE O 450.1A CRD	Environmental Protection Program
DOE O 474.1A	Control and Accountability of Nuclear Materials
DOE 0223-RL	Emergency Implementing Procedures
DOE O 142.1, CRD	Classified Visits Involving Foreign Nationals
DOE O 142.2A, CRD	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE M 142.2-1, CRD	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency

Contractor's Statement of Release:

In consideration of the Modification agreed to herein as complete equitable adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the changes as noted in this modification.

All other terms and conditions remain unchanged.

(End of Modification)

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT – ITEMS BEING ACQUIRED

This is a cost-plus-award-fee type contract for analytical services and testing at the 222-S Laboratory on the Hanford Site. The contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement. The total performance period includes a ninety (90) day transition period, two-year base period, and three (3) 1-year option periods as shown below in the following individual Contract Line Items (CLINs):

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TOTAL		\$4,851,382.42	\$1,032,568.15	

CONTRACT TRANSITION:

CLIN Number	Description	Estimated Cost
1	Contract Transition	\$99,214.53

CLIN 01 Description:

The performance of CLIN 01 includes the total estimated costs for the contract transition period stated in Section F.1. There is no base or award fee available for this CLIN.

Funds Obligated to CLIN 01:

Modification No	Accounting and Appropriation Data	Obligated Amount*
N/A	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 000000	\$99,214.53

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(b) **BASE PERIOD:**

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Funds Obligated to CLIN 02:

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A000	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$900,775.91
A002	01250 2010 34 421601 25200 1110849 0001525 0421398	\$24,000.00
A003	1250 2010 34 421601 25200 1110849 0001525 041398	\$76,000.00
A003	890251 2010 34 421301 61000000 25200 1110909 0001481	\$4,000,000.00
A003	01250 2034 421601 25200 1110849 0001525 041398	\$100,000.00
A004	01250 2010 34 422100 61000000 25200 1110843 0001524	\$309,604.00
A005	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$1,000,000.00
A006	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$960,000.00
A010	01250 2010 34 421301 61000000 25200 1111412 0004263	\$243,558.69
A011	01250 2010 34 421301 61000000 25200 1110909 0001481	\$1,125,886.00
A016	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$370,523.83
A016	01250 2010 34 421301 25200 1110676 0004022 0000000 0000000 0000000	\$3,155.93
A017	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$850,000.00
A019	01250 2011 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$500,000.00
A019	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$9.56
A021	01250 2011 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$866,000.00
022	01250 2011 34 421601 25200 1110849 0001525	\$65,985.00
022	01250 2011 34 421601 25200 1110842 0001522	\$132,488.00
022	01250 2011 34 421601 25200 1110820 0001520	\$3,810.00
023	01250 2011 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$500,000.00

024	01250 2011 34 421301 25200 1110909 0001481 0000000 0000000 000000	\$1,500,000.00
029	01250 2009 34 421301 25200 1110676 0004022 0000000 0000000	\$130,000.00
029	01250 2010 34 421301 25200 1111412 0004263 0000000 0000000	\$181,120.29
029	01250 2011 34 421301 25200 1110909 0001481 0000000 0000000	\$400,000.00
030	01250 2011 34 421301 25200 1110909 0001481 0000000 0000000	\$500,000.00
031	01250 2011 034 421301 25200 1110909 0001481 0000000 0000000	\$400,000.00
TOTAL		\$15,142,917.21

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 02 value is estimated to be no more than \$25,593,408.48 (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN.

(c) **OPTION PERIOD I:**

CLIN Number	Description	Estimated Cost
3	Analytical Services & Testing	\$12,846,805.51

CLIN 03 Description:

The performance of CLIN 03 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any adjustment made in accordance with Section B Clause *DEAR 952.223-77 Conditional Payment of Fee* and Section H Clause *Key Personnel*).

The total available award fee for this CLIN is \$929,161.06. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from this CLIN shall not be eligible to be earned in any other CLINs.

Funds Obligated to CLIN 03:

<u>Modification No.</u>	<u>Accounting and Appropriation Data</u>	<u>Obligation Amount*</u>
-------------------------	--	---------------------------

To be inserted at the time of option exercise

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 03 value is estimated to be no more than \$ *To be inserted at the time of option exercise* (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN. It is estimated this amount will cover performance through *To be inserted at the time of option exercise*.

(d) **OPTION PERIOD II:**

CLIN Number	Description	Estimated Cost
4	Analytical Services & Testing	\$13,324,325.55

CLIN 04 Description:

The performance of CLIN 04 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any adjustment made in accordance with Section B Clause *DEAR 952.223-77 Conditional Payment of Fee* and Section H Clause *Key Personnel*).

The total available award fee for this CLIN is \$961,635.30. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from this CLIN shall not be eligible to be earned in any other CLINs.

Funds Obligated to CLIN 04:

<u>Modification No.</u>	<u>Accounting and Appropriation Data</u>	<u>Obligation Amount*</u>
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To be inserted at the time of option exercise

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 04 value is estimated to be no more than \$ *To be inserted at the time of option exercise* (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN. It is estimated this amount will cover performance through *To be inserted at the time of option exercise*.

(e) **OPTION PERIOD III:**

CLIN Number	Description	Estimated Cost
5	Analytical Services & Testing	\$12,351,009.12

CLIN 05 Description:

The performance of CLIN 05 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any adjustment made in accordance with Section B Clause *DEAR 952.223-77 Conditional Payment of Fee* and Section H Clause *Key Personnel*).

The total available award fee for this CLIN is \$895,449.78. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from this CLIN shall not be eligible to be earned in any other CLINs.

Funds Obligated to CLIN 05:

<u>Modification No.</u>	<u>Accounting and Appropriation Data</u>	<u>Obligation Amount*</u>
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To be inserted at the time of option exercise

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 05 value is estimated to be no more than \$ To be inserted at the time of option exercise (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN. It is estimated this amount will cover performance through To be inserted at the time of option exercise.

(f) **ARRA ANALYTICAL SERVICES AND TESTING**

CLIN Number	Description	Estimated Cost
6	PRC ARRA Analytical Services & Testing	To be Determined

CLIN 06 Description:

The performance of CLIN 06 includes the total estimated costs for the performance period from January 3, 2010 through January 2, 2012. The total fee that can be earned (less any adjustment made in accordance with Section B Clause DEAR 952.223-77 Conditional Payment of Fee and Section H Clause Key Personnel), for this CLIN, is \$334,374.00.

ARRA Project	Cost	Fee	Total
K East Reactor (1111330)	\$173,047.90	\$10,031.22	\$183,079.12
Balance of Site (1111329)	1,846,132.55	120,374.64	1,966,507.19
PFP Demo (1111328)	3,132,589.20	203,968.14	3,336,557.34
Total	\$5,151,769.65	\$334,374.00	\$5,486,143.65

Funds Obligated to CLIN 06:

\$5,486,143.65 is obligated to CLIN 06 as follows:

Type of Funding	Line of Accounting	Obligated Amount
ARRA PRC RL-11	06049 2009 34 421601 25200 1111328 2002140 0000000 0000000 0000000	\$2,901,000.00
ARRA PRC RL-11	06049 2009 34 421601 25200 1111328 2002140 0000000 0000000 0000000	\$435,557.34
ARRA PRC RL-40	06049 2009 34 421601 25200 1111329 2002140 0000000 0000000 0000000	\$996,000.00
ARRA PRC RL-40	06049 2009 34 421601 25200 1111329 2002140 0000000 0000000 0000000	\$970,507.19
ARRA PRC RL-41	06049 2009 34 421601 25200 1111330 2002140 0000000 0000000 0000000	\$183,079.12
	TOTAL	\$5,486,143.65

The contractor shall not incur any costs in excess of this amount.

a signature block to clearly identify the employee as contractor support service staff. Example is as follows:

Mary Smith
XYZ Corp, Contractor to the
US Department of Energy, Office of River Protection

G.2 CONTRACT ADMINISTRATION

The DOE Contracting Officer and correspondence address is:

Susan C. Johnson
Contracting Officer
US DOE Office of River Protection
P.O. Box 450, MSIN H6-60
Richland, WA 99352

The DOE Contracting Officer Representative and correspondence address is:

Janet Deidiker
Contracting Officer Representative
US DOE Office of River Protection
P.O. Box 450, MSIN H6-60
Richland, WA 99352

Robert Carosino
Contracting Officer Representative – Limited to Litigation Management and Legal Policy
US DOE Office of River Protection
P.O. Box 450, MSIN H6-60
Richland, WA 99352

The DOE Property Administrator and correspondence address is:

Cathy Poynor
Property Administrator
US DOE Office of River Protection
P.O. Box 450, MSIN H6-60
Richland, WA 99352

G.3 CONTRACTOR'S POINT OF CONTACT

PART II - CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

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Contractors.

I.119 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; 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 period of performance through the exercise of Option Periods I, II and III.

ATTACHMENT 1: DOE DIRECTIVES APPLICABLE TO THE 222-S LAB

The DOE Directives found in the following listing are the “List of Applicable Directives” and “List B” as those terms are used in paragraph (b) of Section I Clause, Laws, Regulations, and DOE Directives. The Contractor shall follow the established exemption process to obtain relief from requirements of these regulations where applicable.

It is anticipated during the performance of this contract, the conditions for applicability of certain DOE Directive may no longer exist. In any such situation where the Contractor seeks relief from the requirements of such DOE Directives, the Contractor may notify the Contracting Officer in writing explaining the reasons for its belief the DOE Directives no longer apply to contract performance. The Contracting Officer may determine the conditions for applicability of a DOE Directive still exist, and may direct the Contractor to continue compliance with the DOE Directive. Additional, even without such direction by the Contracting Officer, if the conditions for applicability of a DOE Directive once again arise, the DOE Directive will immediately become applicable once again.

List B: Applicable DOE Directives

The following is an all-inclusive list of applicable DOE directives.

*Those directives marked “Supplement,” are DOEL-RL CRDs that are in addition to the DOE-HQ CRDs. The Section B clarification and Section C supplemental requirements apply in addition to the HQ CRDs. Any specific clarifications or requirements do not apply unless otherwise notes.

Order Number/Changes	Title
DOE O 130.1 CRD	Budget Formulation Process
DOE M 140.1-1B CRD	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.3A	Unclassified Foreign Visits and Assignments
	Comprehensive Emergency Management System
	Attachment 2, CRD
	· Item 2
	· Item 5
	· Item 6
	· Item 7
	· Item 9
	· Item 10
	· Item 11
	· Item 13
	· Item 14
DOE O 151.1C CRD	· Item 15
DOE O 200.1A CRD	Information Technology Management
DOE O 205.1A CRD	Department of Energy Cyber Security Management

Order Number/Changes	Title
DOE O 210.2 CRD	DOE Operating Experience Program
DOE O 221.1A CRD	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A CRD	Cooperation with the Office of Inspector General
DOE O 225.1A CRD	Accident Investigations
DOE O 226.1A CRD	Implementation of DOE Oversight Policy
DOE M 231.1-1A, Change 2, CRD	Environmental, Safety and Health Reporting Manual
DOE M 231.1-2, Rev 1, CRD	Environment, Safety and Health Reporting
DOE O 232.1A	Occurrence Reporting and Processing of Operations Information
DOE O 241.1A, Change 1, CRD	Scientific and Technical Information Management
DOE O 350.1, Change 3	Contractor Human Resources Management Programs
DOE O 413.1B CRD	Internal Control Program
DOE O 414.1C, CRD	Quality Assurance
DOE O 435.1, Change 1, CRD	Radioactive Waste Management
DOE O 442.1A, CRD	Department of Energy Employee Concerns Program
DOE M 442.1-1 CRD	Differing Professional Opinions Manual for Technical Issues Involving Environment, Safety and Health
DOE P 450.7	Environmental Safety and Health (ESH) Goals
DOE M 450.4-1, CRD	Integrated Safety Management System Manual
DOE P 450.4	Safety Management System Policy
DOE O 460.1B CRD	Packaging and Transportation Safety
DOE O 471.3, Change 1, CRD	Identifying and Protecting Official Use Only Information
DOE M 471.3-1 CRD	Manual for Identifying and Protecting Official Use Only Information
DOE M 470.4-6 Change 1, CRD	Nuclear Material Control and Accountability
DOE O 475.1 CRD	Counter Intelligence Program
DOE O 422.1	Conduct of Operations
DOE O 5480.20 A, Change 1	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities
	· Preamble, Section 8.a
	· Attachment 1, Contractor Requirements Document
	· Chapter I, Section 2
	· Chapter I, Section 3
	· Chapter I, Section 4.a
	· Chapter I, Section 4.b
	· Chapter I, Section 5
	· Chapter I, Section 7 Introduction, Sentence 1 and 2
	· Chapter I, Section 7
	· Chapter I, Section 8
	· Chapter I, Section 9
	· Chapter I, Section 10
	· Chapter I, Section 11.a

Order Number/Changes	Title
	Chapter I, Section 12
	Chapter I, Section 13
	Chapter I, Section 15
	Chapter IV, Section 2
	Chapter IV, Section 4.a (where lab techs are equated to operators)
	Chapter IV, Section 4.c
DOE/RL-94-02, Rev. 4	Hanford Emergency Management Plan
	Section 11.1
	Section 11.1.3
	Section 12.0
ORP M 420.1-1, CRD	ORP Fire Protection Program
DOE N 206.5	Personal Identity - Security Breaches
DOE M 470.4-4, Change 1, CRD	Information Security
ORP M 410.2C	Facility Representative Program
DOE/RL 96-98	HASQARD, Revision 3
DOE O 110.3A CRD	Conference Management
ORP M 441.1-1	Nuclear Material Packaging Manual
DOE O 150.1 CRD	Continuity Programs
DOE N 206.4	Personal Identity Verification
DOE O 243.1 CRD	Records Management Program
DOE O 243.2 CRD	Vital Records
DOE O 450.1A CRD	Environmental Protection Program
DOE O 474.1A	Control and Accountability of Nuclear Materials
DOE 0223-RL	Emergency Implementing Procedures
DOE O 142.1, CRD	Classified Visits Involving Foreign Nationals
DOE O 142.2A, CRD	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE M 142.2-1, CRD	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency