

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 13
2. AMENDMENT/MODIFICATION NO. 065	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 09EM001990	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY U.S. Department of Energy Richland Operations Office P. O. Box 550, MSIN A7-80 Richland, WA 99352		7. ADMINISTERED BY (If other than Item 6) Same as item 6.		
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) CH2M Hill Plateau Remediation Company P.O. Box 1600 Richland, WA 99352-1600			(4)	9A. AMENDMENT OF SOLICITATION NO.
				9B. DATED (SEE ITEM 11)
			✓	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-08RL14788
				10B. DATED (SEE ITEM 13) 06/19/2008
CODE	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 one (1) copy 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 ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA 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 data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See modification attachments

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

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

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

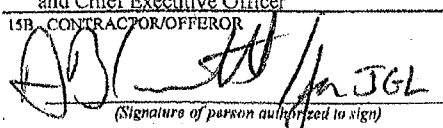
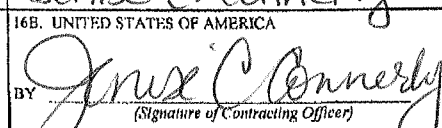
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Administrative changes and changes made by mutual agreement of the contracting parties in accordance with H.15, Key Personnel, H.28, Privacy Act Systems of Records, I.102 FAR 52.243-2, Changes – Cost Reimbursement, and I.140 DEAR 970.5204-2, Laws, Regulations, and DOE Directives, are made to Sections C, H, and J, as shown on the continuation pages of this modification.

Replacement Sections C, H, J (table of contents), and J.2 are provided with this modification.

Continued on page 2.

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

15A. NAME AND TITLE OF SIGNER (Type or print) John G. Lehw III, President and Chief Executive Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jenise C. Connerly	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10/26/09	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 10-30-09

The following changes are hereby made to the contract:

1. Section C, Statement of Work, paragraph C.3.2. Integrated Safety Management System, third paragraph is changed as follows:

FROM:

The Contractor shall formally adopt an existing ISMS Description prior to commencing work. This adopted Description shall be submitted to DOE for information (Deliverable C.3.2-1). The Contractor shall develop and submit for DOE approval its own ISMS Description, for ISM Phase I and Phase II verification at a later date (Deliverable C.3.2-2). The Contractor shall update the ISMS Description and obtain DOE approval annually or as required to reflect changing conditions and contractor responsibilities (Deliverable C.3.2-3). The ISMS shall include an integrated Environmental Management System (EMS) developed pursuant to the DOE O 450.1, *Environmental Protection Program*.

TO:

The Contractor shall formally adopt an existing ISMS Description prior to commencing work. This adopted Description shall be submitted to DOE for information (Deliverable C.3.2-1). The Contractor shall develop and submit for DOE approval its own ISMS Description, for ISM Phase I and Phase II verification at a later date (Deliverable C.3.2-2). The Contractor shall update the ISMS Description and obtain DOE approval annually or as required to reflect changing conditions and contractor responsibilities (Deliverable C.3.2-3). The ISMS shall include an integrated Environmental Management System (EMS) developed pursuant to the DOE O 450.1A, *Environmental Protection Program* (or current version).

2. Section C, Statement of Work, paragraph C.3.3.1.5, Personnel Security, under the subheading, "Foreign Travel," is changed as follows:

FROM:

Foreign Travel

The Contractor shall administer Official Foreign Travel in accordance with CRD O 551.1C, *Official Foreign Travel*, including submittal of projections of potential foreign travel, and all official foreign travel requests packages to DOE for review and subsequent submittal to DOE-HQ for approval in accordance with established timeframes, prior to any official foreign travel.

TO:

Foreign Travel

The Contractor shall administer Official Foreign Travel in accordance with CRD O 551.1C, *Official Foreign Travel*, including submittal of projections of potential foreign travel, and all official foreign travel requests packages to DOE for review and subsequent submittal to DOE-HQ for approval in accordance with established timeframes, prior to any official foreign travel (Deliverable C.3.3.1.5-1).

3. Section C, Statement of Work, Table C.5, Summary of Contract Deliverables, footnote (1) is change as follows:

FROM:

¹All days refer to calendar days.

TO:

¹All days refer to calendar days. When a scheduled date within this table falls on a Friday, weekend, or federal holiday, the deliverable or DOE response is due the next business day.

4. Section C, Statement of Work, Table C.5, Summary of Contract Deliverables, is changed to add the following row:

C.3.3.1.5-1	Foreign Travel Projection	Information	N/A	August 1 (for travel projected October 1 through March 31) and February 1 (for travel projected April 1 through September 30)
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5. Section C, Statement of Work, Section C.5, Summary of Contract Deliverables, Table C.5, is modified as follows:

FROM:

C.4-2	Government-Furnished Services and Information Request -- Update	Review	30 days	Prior to each quarter
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TO:

C.4-2	Government-Furnished Services and Information Request -- Update	Review	30 days	Prior to each quarter, as necessary
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6. Section H, Special Contract Requirements, Clause H.2, Employee Compensation: Pay and Benefits, paragraphs (b) and (c) are modified as follows:

FROM:

(b) Incumbent Employees for the purposes of this Contract are employees who:

(1) Based on prior employment and under the terms of the HSPP, HSSP and HEWT (the "Plans" for purposes of the Section H Clauses entitled, *Employee*

Compensation: Pay and Benefits, Post-Contract Responsibilities for Pension and Other Benefit Plans, and Incumbent Employees, Benefit Plans, and Approval for Subcontractors to Participate in the Plans):

- (i) As of the date of award of this Contract, were eligible to participate, or to return to and participate, in the HSPP and accrue Benefit Service as defined in the HSPP, and/or,
 - (ii) Are eligible to participate with respect to the HSSP or HEWT; and
- (2) Are employed by the Contractor or by a subcontractor identified in the agreement as provided in the Section H Clause entitled, *Incumbent Employees, Benefit Plans, and Approval for Subcontractors to Participate in the Plans*, and eligible to participate in the Plan(s) under the terms of the Plan(s).

(c) Non-Incumbent Employees

If an employee does not meet the definition of an Incumbent Employee with respect to the HSPP, HSSP, or HEWT, as described in paragraph (b), the employee will be considered a Non-Incumbent Employee as to that plan(s) for the purposes of this Contract.

TO:

(b) Incumbent Employees for the purposes of this Contract are employees who:

- (1) Based on prior employment and under the terms of the HSPP, HSSP, and HEWT (the "Plans" for purposes of the Section H Clauses entitled, *Employee Compensation: Pay and Benefits, Post-Contract Responsibilities for Pension and Other Benefit Plans, and Incumbent Employees, Benefit Plans, and Approval for Subcontractors to Participate in the Plans*):
- (iii) As of the date of award of this Contract, were eligible to participate, or to return to and participate, in the HSPP and accrue Benefit Service as defined in the HSPP, and/or,
 - (iv) Are eligible to participate with respect to the HSSP or HEWT; and
- (2) Are employed by the Contractor or by a subcontractor identified in the agreement as provided in the Section H Clause entitled, *Incumbent Employees, Benefit Plans, and Approval for Subcontractors to Participate in the Plans*, and eligible to participate in the Plan(s) under the terms of the Plan(s).

(c) Non-Incumbent Employees

If an employee does not meet the definition of an Incumbent Employee with respect to the HSPP, HSSP, or HEWT, as described in paragraph (b), the employee will be considered a Non-Incumbent Employee as to that Plan(s) for the purposes of this Contract.

7. Section H, Special Contract Requirements, Clause H.2, Employee Compensation: Pay and Benefits, paragraphs (k) and (l) are modified as follows:

FROM:

(k) Benefits for Incumbent Employees under the HSPP and HSSP

- (1) The Contractor shall allow individuals who are Incumbent Employees to continue to accrue credit under the HSPP and to continue to participate in the HSSP for service under this Contract. The Contractor shall timely supply the Plan Administrator(s) with the information required by the Administrator(s) necessary to effectively administer the Plan(s). Contributions to the HSPP and HSSP as determined by the Plan Administrator(s) shall be allowable costs under this Contract, subject to compliance with other provisions of this Contract and terms of the Plans, as amended. At Contract completion, the Contractor shall fully fund its withdrawal liability under the HSPP; provided, however, that when or if this Contract expires or terminates, the Contractor shall continue as a plan sponsor of the HSPP pursuant to the Section H Clause entitled, *Post-Contract Responsibilities for Pension and Other Benefit Plans*.
- (2) The Contractor shall coordinate with the HSPP Administrator to ensure DOE receives an annual reporting and accounting of the Contractor's pension obligations, pursuant to Financial Accounting Standard (FAS) 87, for those employees participating in the HSPP and supply the Administrator with all the information necessary to maintain the Federal tax qualifications of all Contractor and Hanford Site pension plans.

(l) Benefits for Incumbent Employees under the HEWT

- (1) The Contractor shall be a sponsor of the HEWT. Individuals who are Incumbent Employees for purposes of the HEWT shall be eligible to continue participation in the HEWT and receive medical and other benefits under the HEWT consistent with the terms of that HEWT, as amended. The Contractor shall recognize service credited under the HEWT toward the service period required for benefits relating to vacation, sick leave, health insurance, severance, layoff, recall, and other benefits.
- (2) The Contractor shall in a timely manner supply the HEWT Administrator with the information required by the Administrator necessary to effectively administer the HEWT. The Contractor shall coordinate with the HEWT Administrator to ensure that DOE receives copies of all annual reports, actuarial reports, and submissions of FAS 106 data, and other reports as required by the Contracting Officer, of the Contractor's benefit obligations for those employees participating in the HEWT under this Contract. Contributions to the HEWT as determined by the HEWT Administrator shall be allowable costs under this Contract, subject to compliance with other provisions of this Contract.

TO:

(k) Benefits for Incumbent Employees under the HSPP and HSSP

- (3) The Contractor shall allow individuals who are Incumbent Employees to continue to accrue credit under the HSPP and to participate in the HSSP for service under this Contract. The Contractor shall timely supply the Plan Administrator(s) with the information required by the Administrator(s) necessary to effectively administer the Plan(s). Contributions to the HSPP and HSSP as determined by the Plan Administrator(s) shall be allowable costs under this Contract, subject to compliance with other provisions of this Contract and terms of the Plans, as amended. At Contract completion, the Contractor shall fully fund its withdrawal liability under the HSPP; provided, however, that when or if this Contract expires or terminates, the Contractor shall continue as a plan sponsor of the HSPP pursuant to the Section H Clause entitled, *Post-Contract Responsibilities for Pension and Other Benefit Plans*.
- (4) The Contractor shall coordinate with the HSPP Administrator to ensure DOE receives an annual reporting and accounting of the Contractor's pension obligations, pursuant to Financial Accounting Standard (FAS) 87, for those employees participating in the HSPP and supply the Administrator with all the information necessary to maintain the Federal tax qualifications of all Contractor and Hanford Site pension plans.

(l) Benefits for Incumbent Employees under the HEWT

- (3) The Contractor shall be a sponsor of the HEWT. Individuals who are Incumbent Employees for purposes of the HEWT shall be eligible to participate in the HEWT and receive medical and other benefits under the HEWT consistent with the terms of that HEWT, as amended. The Contractor shall recognize service credited under the HEWT toward the service period required for benefits relating to vacation, sick leave, health insurance, severance, layoff, recall, and other benefits.
- (4) The Contractor shall in a timely manner supply the HEWT Administrator with the information required by the Administrator necessary to effectively administer the HEWT. The Contractor shall coordinate with the HEWT Administrator to ensure that DOE receives copies of all annual reports, actuarial reports, and submissions of FAS 106 data, and other reports as required by the Contracting Officer, of the Contractor's benefit obligations for those employees participating in the HEWT under this Contract. Contributions to the HEWT as determined by the HEWT Administrator shall be allowable costs under this Contract, subject to compliance with other provisions of this Contract.

8. Section H, Special Contract Requirements, Clause H.39, Access to DOE-Owned or – Leased Facilities, is removed and clause number H.39 is reserved.

9. Section J, Attachment J.2, Requirements Sources and Implementing Documents, Table J.2.8, Directives, Regulations, Policies, and Standards, is revised to remove the supplement identifier that was associated with the previous version of the directive CRD O 551.1C, as follows:

FROM:

CRD O 551.1C (Supp Rev 0)	Official Foreign Travel
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TO:

CRD O 551.1C	Official Foreign Travel
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The government considers changes 1 through 9, above, to be administrative and therefore does not consider that these changes impact Contract Price as set forth in Section B, Table B.4-1, Contract Cost and Contract Fee. Accordingly, if the Contractor considers these modifications to constitute a change order, the Contractor shall notify the government in accordance with Clause I.103, FAR 52.243-7, Notification of Changes.

10. Section H, Special Contract Requirements, Clause H.15, Key Personnel, paragraph (f), Key Personnel for this Contract, is modified as follows:

FROM:

Con Murphy	Project Manager for Soil and Groundwater Remediation Project
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TO:

Dyan Foss	Project Manager for Soil and Groundwater Remediation Project
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11. Section H, Special Contract Requirements, Clause H.28, Privacy Act Systems of Records, paragraph (a) is modified as follows:

FROM:

- (a) The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the Section I Clause entitled, *FAR 52.224-2, Privacy Act*.

<u>System No.</u>	<u>Title</u>
DOE-5	Personnel Records of Former Contractor Employees
DOE-11	Emergency Locator Records
DOE-13	Payroll & Locator Records
DOE-14	Report of Compensation

DOE-15	Payroll & Pay-Related Data for Employees of Terminated Contractors
DOE-23	Richland Property System
DOE-28	General Training Records
DOE-31	Firearms Qualifications Requirements
DOE-32	Government Motor Vehicle Operator Records
DOE-33	Personnel Medical Records
DOE-35	Personnel Radiation Exposure Records
DOE-40	Contractor Employees Insurance Claims
DOE-43	Personnel Security File
DOE-47	Security Investigations
DOE-51	Employee and Visitor Access Control Records
DOE-53	Access Authorization for ADP Equipment
DOE-58	General Correspondence Files

TO:

- (a) The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the Section I Clause entitled, *FAR 52.224-2, Privacy Act*.

<u>System No.</u>	<u>Title</u>
DOE-5	Personnel Records of Former Contractor Employees
DOE-11	Emergency Locator Records
DOE-13	Payroll & Locator Records
DOE-14	Report of Compensation
DOE-15	Payroll & Pay-Related Data for Employees of Terminated Contractors
DOE-23	Richland Property System
DOE-28	General Training Records
DOE-33	Personnel Medical Records
DOE-35	Personnel Radiation Exposure Records
DOE-40	Contractor Employees Insurance Claims
DOE-51	Employee and Visitor Access Control Records
DOE-53	Access Authorization for ADP Equipment
DOE-58	General Correspondence Files

12. Section H, Special Contract Requirements, Clause H.48, Emergency Procedures, is added, as follows:

H.48 EMERGENCY PROCEDURES

This Clause supplements the "DOE-RL Emergency Plan Implementing Procedure," DOE-0223, by clarifying the process for implementation of proposed changes listed in Section 3.20, Subsection 5.0 of this document. DOE-0223 is managed by the RL Security and Emergency Services organization. When updates to the Procedure need to be made, the Emergency Preparedness points of contact from each represented company are provided drafts for review and are required to consult with the appropriate contractor staff in their respective organization to determine impacts to contractual requirements (e.g., work scope, cost, schedule). If there are impacts, the Contractor will immediately contact the RL Contracting Officer for direction.

13. Section J, Attachment J.2, Requirements Sources and Implementing Documents, Table J.2.1, Code of Federal Regulations (CFR), is revised to add the following entry:

36 CFR 800	Protection of Historic Properties
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14. Section J, Attachment J.2, Requirements Sources and Implementing Documents, Table J.2.6, Permits, is revised to reflect the following permit change:

FROM:

WAR05A57	National Pollutant Discharge Elimination System Storm Water Multi-Sector Permit
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TO:

WAR10B90F	General Permit for Storm Water Discharges for Construction General Permit Activity
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15. Section J, Attachment J.2, Requirements Sources and Implementing Documents, Table J.2.8, Directives, Regulations, Policies, and Standards, is revised to remove the following entries:

CRD O 251.1B	Departmental Directives Program
CRD M 251.1-1B	Departmental Directives Program Manual

16. Section J, Attachment J.2, Requirements Sources and Implementing Documents, Table J.2.8, Directives, Regulations, Policies, and Standards, is revised to remove the following entry:

DOE O 470.3A	Design Basis Threat Policy
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This directive was superseded by DOE Order 470.3B, Graded Security Protection (GSP) Policy, added in Modification M014, under Change Order #8. The impacts from this directive change will be negotiated through the definitization of Change Order #8.

17. Specific entries within Section J, Attachment J.2, Requirements Sources and Implementing Documents, Table J.2.8, Directives, Regulations, Policies, and Standards, are revised as follows:

FROM:

CRD O 142.3 (Supp Rev 0)	Unclassified Foreign Visits and Assignments
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TO:

CRD O 142.3 Chg 1 (Supp Rev 0)	Unclassified Foreign Visits and Assignments
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FROM:

CRD O 200.1 (Supp Rev 3)	Information Management Program
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TO:

CRD O 200.1A	Information Management Program
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FROM:

CRD N 206.3 (Supp Rev 0)	Personal Identity Verification
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TO:

CRD N 206.4	Personal Identity Verification
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FROM:

CRD O 221.1	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
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TO:

CRD O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
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FROM:

CRD M 231.1-2 (Supp Rev 6)	Occurrence Reporting and Processing of Operations Information
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TO:

CRD M 231.1-2 (Supp Rev 7)	Occurrence Reporting and Processing of Operations Information
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FROM:

CRD O 420.1B (Supp Rev 1)	Facility Safety
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TO:

CRD O 420.1B (Supp Rev 4)	Facility Safety
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FROM:

CRD O 442.1A (Supp Rev 1)	Department Of Energy Employee Concerns Program
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TO:

CRD O 442.1A (Supp Rev 2)	Department Of Energy Employee Concerns Program
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FROM:

CRD M 470.4-2, Chg 1 (Supp Rev 1)	Physical Protection
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TO:

CRD M 470.4-2, Chg 1 (Supp Rev 3)	Physical Protection
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FROM:

CRD M 470.4-4 (Supp Rev 0)	Information Security
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TO:

CRD M 470.4-4A	Information Security Manual
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FROM:

CRD M 475.1-1A	Identifying Classified Information
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TO:

CRD M 475.1-1B	Manual for Identifying Classified Information
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FROM:

CRD O 5480.19 Chg 2 (Supp Rev 3)	Conduct of Operations Requirements for DOE Facilities
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TO:

CRD O 5480.19 Chg 2 (Supp Rev 4)	Conduct of Operations Requirements for DOE Facilities
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FROM:

DOE/RL-94-02	Hanford Emergency Management Plan
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TO:

DOE/RL-94-02, Rev 3	Hanford Emergency Management Plan
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FROM:

DOE/RW-0351	Waste Acceptance System Requirements Document, Revision 4
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TO:

DOE/RW-0351	Waste Acceptance System Requirements Document, Revision 5, ICN1
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FROM:

DOE/RW-0511	Integrated Interface Control Document, Revision 3
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TO:

DOE/RW-0511	Integrated Interface Control Document, Revision 4 ICN 1
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18. Section J, Attachment J.2, Requirements Sources and Implementing Documents, Table J.2.8, Directives, Regulations, Policies, and Standards, is revised to add the following entries:

CRD M 205.1-5 (Supp Rev 0)	Cyber Security Process Requirements Manual
CRD M 205.1-6 (Supp Rev 0)	Media Sanitization Manual
CRD M 205.1-7 (Supp Rev 0)	Security Controls for Unclassified Information Systems Manual
CRD M 205.1-8 (Supp Rev 0)	Cyber Security Incident Management Manual
CRD O 475.2	Identifying Classified Information
DOE/RL-2008-17	Gable Mountain and Gable Butte Management Plan
RRD 008, Rev 1	Quality Assurance Program Requirements

19. Section J, Attachment J.14, Hanford Waste Site Assignment List, is revised change the contractor assignment of the following entry:

FROM:

Site Code	Site Names	Hanford Geographic Area	Geographical Zone	Post-Transition Contractor
116-KE-4	116-KE-4, 107-KE Retention Basins, 107-KE	100K	100K	RCCC

TO:

Site Code	Site Names	Hanford Geographic Area	Geographical Zone	Post-Transition Contractor
116-KE-4	116-KE-4, 107-KE Retention Basins, 107-KE	100K	100K	PRC

By signature on this modification, the Contractor agrees to the following Contractor's Statement of Release:

In accordance with the agreements set forth in this modification, the Contractor hereby releases the Government from any and all liability under this Contract for equitable adjustments attributable to such facts and circumstances giving rise to this modification.

PART I – THE SCHEDULE
SECTION C – STATEMENT OF WORK
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C.1 PLATEAU REMEDIATION CONTRACT (PRC) OVERVIEW AND GENERAL REQUIREMENTS

C.1.1 Background

The 586-square-mile Hanford Site is located along the Columbia River in southeastern Washington State (illustrated in Figure C.1-1). A plutonium production complex with nine nuclear reactors and associated processing facilities, Hanford played a pivotal role in the nation's defense for more than 40 years, beginning in the 1940s with the Manhattan Project. Today, under the direction of the U.S. Department of Energy (DOE), Hanford is engaged in the world's largest environmental cleanup project, with a number of overlapping technical, political, regulatory, financial and cultural issues.

Challenges at the Hanford Site include approximately 53 million gallons of radioactive and chemically hazardous waste in 177 underground storage tanks (seven of which have been emptied), ~2,300 tons (~2,100 metric tons) of spent nuclear fuel, ~11.5 tons (~10.5 metric tons) of plutonium in various forms, ~25 million cubic feet (750,000 cubic meters) of buried or stored solid waste, and groundwater contaminated above drinking water standards, spread out over about 80 square miles (208 square kilometers), approximately 1,600 waste sites of which 1,180 remain to be remediated and approximately 1,450 facilities of which about 400 are contaminated (as of September 2005).

In May 1989, DOE, the U.S. Environmental Protection Agency, and the State of Washington Department of Ecology signed the landmark Hanford Federal Facility Agreement and Consent Order, commonly known as the Tri-Party Agreement (TPA). The TPA outlines legally enforceable milestones for Hanford cleanup over the next several decades.

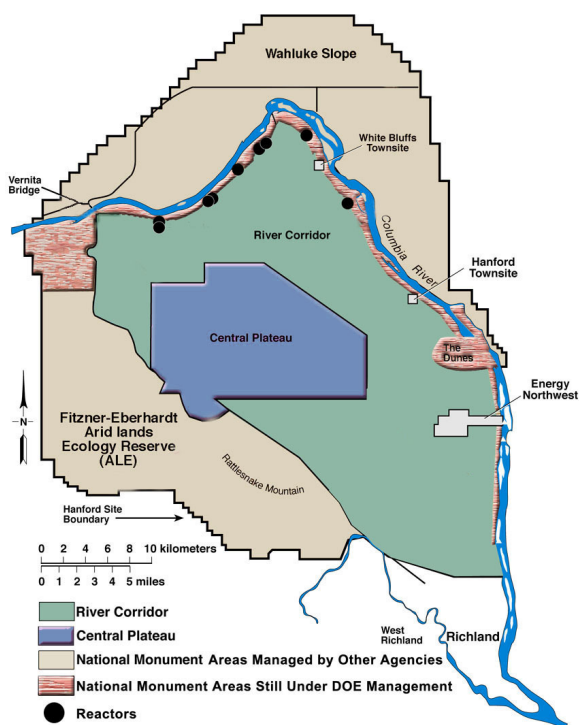


Figure C.1-1
Hanford Site

DOE has two Federal offices at Hanford, whose mission is environmental cleanup -- the DOE Richland Operations Office (DOE-RL), which is responsible for nuclear waste and facility cleanup, and overall management of the Hanford Site; DOE-RL's mission is to restore the Columbia River corridor and transition the Hanford Central Plateau. The DOE Office of River Protection (DOE-ORP), which is responsible for cleanup of Hanford Site tank waste; DOE-ORP's mission is to retrieve and treat Hanford's tank waste and close the tank farms to protect the Columbia River. Each Office oversees separate contracts held by private companies. For purposes of this Contract, the land, facilities, property, projects and work performed and overseen by DOE-RL and DOE-ORP constitute the "Hanford Site." The following is a description of the DOE prime contracts at the Hanford Site and their workscope:

Contracts Managed by DOE-ORP

- Hanford Analytical Services Contract provides analysis of highly radioactive samples in support of Hanford Site projects. These services are performed in the 222-S Laboratory Complex located in the 200 Area of the Hanford Site.
- Tank Operations Contract (TOC), when awarded, will include operations and construction activities necessary to store, retrieve and treat Hanford tank waste, store and dispose of treated waste, and begin to close the tank farm waste management areas to protect the Columbia River.
- Tank Farm Management Contract (TFC) includes operations and construction activities necessary to store, retrieve and treat Hanford tank waste and store and dispose of treated waste. This scope will be included in the TOC when it is awarded.
- Waste Treatment and Immobilization Plant (WTP) Contract includes design, construction and commissioning of a vitrification facility that will convert radioactive tank wastes into glass logs for long-term storage. The WTP is being constructed on the Hanford Site Central Plateau.

Contracts Managed by DOE-RL

- Energy Savings Performance Contract (ESPC) includes steam service to support heating and other operations at 200 Area facilities. The contract may include energy conservation measures, such as upgrading lighting systems, pumping systems, automation systems, heating, ventilation, and air conditioning system; and adding utility monitoring and control systems.
- Hanford Site Occupational Medical Services Contract provides occupational health services to personnel at Hanford including medical monitoring and qualification examinations, human reliability testing, and records management.
- Plateau Remediation Contract (PRC), when awarded, will include completion of the Plutonium Finishing Plant (PFP) project; non-tank farm waste disposal activities: groundwater monitoring and remediation; facility and waste site characterization, surveillance and maintenance, regulatory document preparation, and remediation. The contract also includes options to remediate facilities and waste sites.

- Mission Support Contract (MSC), when awarded, will provide DOE-RL, DOE-ORP, and their contractors with the infrastructure and site services necessary to accomplish the Site mission.
- Project Hanford Management Contract (PHMC) includes cleanup and support activities, with the exception of DOE-ORP scope, at the Hanford Site. This scope will be included in the MSC and the PRC, when the contracts are awarded.
- River Corridor Closure Contract (RCCC) includes closing the Hanford Site River Corridor through deactivation, decontamination, decommissioning, and demolishing excess facilities; placing former production reactors in an interim safe and stable condition; remediating waste sites and burial grounds; and transitioning the River Corridor to long-term stewardship.

Another DOE Office -- the Pacific Northwest Site Office (PNSO), a component of the DOE Office of Science -- oversees the science and technology mission operated by the contractor-operated Pacific Northwest National Laboratory (PNNL). PNNL is an Office of Science multi-program laboratory that conducts research and development activities, including technology programs related to the Hanford cleanup mission.

In addition to the cleanup mission, DOE leases Hanford land to non-DOE entities, such as the Laser Interferometer Gravitational Wave Observatory (LIGO), and the State of Washington, which in turn leases the land to US Ecology, Inc., a private firm that operates the Hanford Site burial grounds for commercial low-level waste. DOE also leases land to Energy Northwest (a consortium of public utility companies) that oversees the Northwest's only operating commercial nuclear power reactor, the *Columbia Generating Station*. None of these operations is associated with the Federal cleanup work at Hanford.

C.1.2 Contract Purpose and Overview

The purpose of this Contract is to continue the environmental cleanup of select portions of the Hanford Site. The Contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. This Contract applies performance-based contracting approaches and expects the Contractor to implement techniques that emphasize safe, efficient, and measurable results.

C.1.3 Scope Summary

The workscope for this Contract includes:

- *Plutonium Finishing Plant (PFP) Closure.* Provide safe and compliant storage of special nuclear material (SNM) at PFP until it has been removed from the PFP complex; operate and maintain the PFP facilities and associated waste sites, structures, operating systems and equipment, and monitoring systems in a safe, compliant, and energy-efficient manner within the authorization envelope; maintain radiological control and access control to ensure personnel safety; remove SNM from PFP and transport to an assigned location; demolish PFP complex facilities to slab-on-grade condition; and prepare, package, and disposition waste streams, as required.

- *Waste Treatment and Disposal.* Perform activities necessary for safe and secure underwater storage of cesium and strontium capsules, and storage of spent nuclear fuels (SNF); liquid waste storage and treatment; waste storage and disposal; low-level waste (LLW) and mixed low-level waste (MLLW) treatment; transuranic (TRU) waste certification support; waste retrieval; TPA Milestone M-91 upgrades to T Plant; and overall facility operations.
- *Groundwater/Vadose Zone Project.* Perform groundwater and ecological sampling and monitoring, well installation, well maintenance, borehole logging, on-going/new remedy operations, and well decommissioning.
- *Facility and Waste Site Minimum-Safe/Surveillance and Maintenance (S&M).* Perform activities necessary for Hanford Site structures and waste sites identified in the Section J Attachment entitled, *Supplemental Work Description Tables*.
- *Fast Flux Test Facility.* Maintain FFTF in a safe and compliant manner and perform near-term shutdown activities.
- *Geographical Zone Remediation.* Remediate and close U Plant and Non-Radioactive Dangerous Waste Landfill (NRDWL)/BC Control geographical zones.
- *Groundwater, Soil, and Facility Regulatory Decision/Other Documents.* Characterize assigned waste sites and facilities, complete analysis of remediation options, and prepare required regulatory and other decision documents necessary to implement remedial actions.
- *100 K Area.* Maintain 100K Area in a safe and compliant manner; dewater K East Basin; demolish K East Basin and superstructure; complete procurement, construction, and acceptance testing of the K Basin Sludge Treatment System; treat the balance of K Basin sludge; dewater K West basin, demolish K West basin and superstructure; place K East and K West reactors in an Interim Safe Storage (ISS) configuration; and remediate and close the remainder of the 100K Area.
- *618-10 and 618-11 Burial Grounds.* Initiate and complete field remediation and other waste disposition activities for the 618-10 and 618-11 burial grounds.

In addition to the above activities, the PRC may also perform (on a funding available basis):

- Remediation and closure of other specified geographical zones;
- Transfer of cesium and strontium capsules from Waste Encapsulation and Storage Facility (WESF) to dry storage;
- Operation of the Environmental Restoration Disposal Facility (ERDF).
- Design of the Fuel Preparation Facility; and
- Design and construction of alternate TRUPACT loadout capability;

C.1.4 Organization of the *Statement of Work*

This *Statement of Work* (SOW) is divided into five sections, with Section C.1 containing the background, contract purpose and overview, scope and organization of the *Statement of Work*; Section C.2, *Description of Project Performance Requirements*; Section C.3, *Description of Project Support Performance Requirements*; Section C.4, *Government-Furnished Services and Information*; and Section C.5, *Summary of Contract Deliverables*.

Additional scope reference information that supports this Section C, *Statement of Work*, is found in Section H Clauses and in the Section J, Attachments entitled, *Hanford Site Services and Interface Requirements Matrix* and *Supplemental Work Description Tables*.

C.2 DESCRIPTION OF PROJECT PERFORMANCE REQUIREMENTS

The Contractor shall provide all personnel, facilities, equipment, materials, services, and supplies to complete the Contract workscope, except for the services and information identified as Government-Furnished Services and Information (GFS/I) and as stipulated in the matrix included in Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*.

The Contractor shall plan and perform the work under this Contract in accordance with the Section H Clause entitled, *Environmental Responsibility*, which requires compliance with current and future TPA milestones. In performance of this Contract, the Contractor shall comply with all applicable laws and regulations, DOE directives as identified in the Section J Attachment entitled, *Requirements Sources and Implementing Documents*.

C.2.1 Transition

General Scope:

The Contractor shall transition all on-going workscope; transition any subcontract work that the Contractor elects (or is directed by DOE) to continue under an existing subcontract with an incumbent performer; complete workforce transition in accordance with the requirements of Section H, *Special Contract Requirements*; and deliver a completed *Transition Plan* and *Transition Agreements*.

Detailed Scope and Requirements:

The Contractor shall submit a *Transition Plan* for DOE approval (Deliverable C.2.1-1) that provides a description of all necessary transition activities, involved organizations, and transition schedule. The objectives of the *Transition Plan* are to prepare for implementation of the Contract and minimize the impacts on continuity of operations. The Contractor is responsible for performing due diligence to ensure that all transition activities are identified and completed during the Transition Period. The Contractor shall coordinate directly with the PHMC, RCCC, TFC, DOE, and others to finalize *Transition Agreements* and complete transition of all on-going work.

The Contractor shall develop the inter-contractor ordering and financial agreements that are necessary to support transition and Contract performance, and is responsible for the costs incurred or to be recovered under these agreements.

During the Transition Period, the Contractor shall identify any material differences in the systems, facilities, waste sites, property and services described in this *Statement of Work*, the tables in the Section J Attachment entitled, *Supplemental Work Description Tables*, and actual conditions at the end of the transition period. The Contractor shall prepare and submit a *Statement of Material Differences* (Deliverable C.2.1-2).

The Contractor shall conduct a joint reconciliation of the government property inventory with the predecessor contractor. This information shall be used to provide a baseline for the succeeding contract, as well as, information for closeout of the predecessor contract.

During the Transition Period and prior to assuming control and responsibility for Safeguards and Security (SAS) responsibilities, the Contractor shall be subject to a DOE SAS initial survey conducted in accordance with U.S. Department of Energy (DOE) Manual (M) 470.4-1, *Safeguards and Security Program Planning and Management*. The results of the survey shall be documented and form the basis for DOE authorization for the PRC to assume SAS responsibilities, in particular, responsibility for SNM. Following the survey, the Contractor shall assume responsibility for all applicable SAS resources, materials, facilities, documents, and equipment.

The Contractor shall:

- Coordinate directly with the other Hanford Site contractors to finalize the *Transition Agreement(s)* and complete transition of all on-going work;
- Develop the inter-contractor ordering and financial agreements that are necessary to support transition and Contract performance, and be responsible for the costs incurred under these agreements; and
- Submit final *Transition Agreement(s)* (Deliverable C.2.1-3) that includes the signatures of all Contractor transition parties.

The Contractor shall support DOE in-process verification of Contract transition, provide weekly written transition status reports (Deliverable C.2.1-4) to the DOE for information, and be accountable for all work performed under this Contract at the end of the Transition Period.

Prior to the completion of the Transition Period, DOE will provide workscope direction that will be in effect from initiation of the *Base Period* until DOE approval of the Contractor's initial *Performance Measurement Baseline* submittal.

C.2.2 Plutonium Finishing Plant Closure Project

Background:

From 1949 through early 1989, the Plutonium Finishing Plant (PFP) Complex was used to process plutonium nitrate solution into plutonium metal or oxide powder to support the nation's weapons production facilities or fabrication of mixed-oxide reactor fuel. DOE committed to demolish the PFP facility to 'slab-on-grade' by the end of fiscal year (FY) 2016.

The inventory of SNM at PFP has been converted to configurations suitable for shipment and/or storage. The plutonium materials packaged in compliance with DOE-STD-3013-2004 (3013), *Stabilization, Packaging, and Storage of Plutonium-Bearing Materials* are currently stored in vaults at PFP awaiting the DOE decision to ship to a DOE-approved facility for long-term storage and disposition. A decision is expected to be announced and shipping initiated prior to completion of Contract transition.

At the time of Contract transition, the predecessor contractor will have initiated de-inventory of the DOE-STD-3013-2004-compliant containers containing SNM to an off-site DOE-approved storage facility. Approximately 800 of these containers will remain to be de-inventoried.

Un-irradiated and slightly irradiated reactor fuel is also stored within the PFP Protected Area. This material is planned to be shipped to other DOE facilities by the end of fiscal year (FY) 2010 to allow a reduction in PFP security requirements and costs. Fuel inventory at the time of Contract transition includes 13 casks of un-irradiated fuel, 6 casks of slightly irradiated fuel, and miscellaneous sources and standards used for material shipments and decontamination and decommissioning (D&D). When plutonium and reactor fuel de-inventory is complete, there will be no need to maintain a Protected Area.

C.2.2.1 Maintain Safe and Secure Special Nuclear Material

General Scope:

The Contractor shall provide safe and compliant storage of the SNM inventory at PFP, including fuels, oxide, and metal packaged into DOE-STD-3013-2004-compliant containers; SNM sources and standards; and hold-up material within processing equipment and structures.

The Contractor shall maintain an SAS-approved boundary for the 2736-Z/ZB Vault Complex and comply with International Atomic Energy Agency (IAEA) safeguards requirements.

Detailed Scope and Requirements:

The Contractor shall:

- Manage Material Control and Accountability (MC&A), consistent with Section C.3.3.1, *Safeguards and Security* of this *Statement of Work*, including SNM custodial services, oversight, internal audits, tamper indicating device program, SNM vault management, and regularly scheduled or special inventories (e.g., bi-monthly, semi-annual, annual, etc.) for all remaining material balance areas (MBA);
- Provide facility access and information to MSC in support of the MC&A program;
- Perform DOE-STD-3013-2004-compliant container radiography surveillances (up to 50 per year or as otherwise directed by the DOE-STD-3013-2004 Integrated Surveillance Program), semi-annual sealed-source inspection dose rate measurements (number varies), and monthly container inspection for fuels;
- Provide facility access to MSC personnel to maintain all facility and plant essential SAS equipment, systems and/or instrumentation within the PFP complex;
- Comply with applicable documented safety analysis and authorization basis requirements;

- Perform surveillance of the PFP vault/storage complex, including nuclear process, radiation control, ventilation, and power related surveillances;
- Perform preventative maintenance to maintain equipment in accordance with designed operating conditions and to extend equipment life within the vault and associated rooms located in 2736-Z and 2736-ZB facilities;
- Perform maintenance and repair of stabilization and packaging equipment, as necessary to support D&D and any DOE-STD-3013-2004-compliant container repackaging; and
- Comply with IAEA requirements and agreements.

C.2.2.2 Maintain Safe and Compliant PFP

General Scope:

The Contractor shall maintain worker/public health and safety in accordance with the authorization agreement and applicable regulations during all stages of the closure project.

Detailed Scope and Requirements:

The Contractor shall maintain the PFP Complex facilities in a safe, compliant, and energy-efficient condition while deactivation and demolition activities are being performed.

The Contractor shall upgrade systems and equipment in order to maintain a safe and compliant facility. The Contractor shall complete projects for building occupancy, as necessary. Major upgrades currently planned include:

- Switchgear, Breaker, Electrical Upgrades;
- Sanitary Water Upgrades;
- Instrument Air Compressor Upgrades;
- Fire Protection System Upgrades, and
- Exhaust Fan #4 Upgrades.

C.2.2.3 Disposition Special Nuclear Material

General Scope:

The Contractor shall complete the disposition of SNM and nuclear fuel inventory stored at the PFP Complex in a manner compliant with the Design Basis Threat protection strategy.

C.2.2.3.1 3013 Container De-Inventory

General Scope:

The Contractor shall de-inventory the approximately 800 remaining DOE-STD-3013-2004-compliant containers containing SNM to an off-site DOE-approved storage facility. The Contractor shall maintain packaging and loading capabilities to support de-inventory activities, and maintain the DOE-STD-3013-2004-compliant container database and other necessary documentation.

Detailed Scope and Requirements:

The Contractor shall:

- Prepare and present shipper/receiver agreement documents, and transportation documents for packaging, transportation, and receipt by the designated off-site receiving facility;
- Maintain packaging and loading capability to support sustained de-inventory operations and support activities; maintain compliant, dedicated quality assurance; and maintain security;
- Maintain chain-of-custody protocols throughout de-inventory and maintain continuity throughout inactive shipping intervals;
- Comply with documented safety analysis and authorization basis requirements throughout de-inventory;
- Prepare DOE-STD-3013-2004-compliant containers for packaging, and package the containers in 9975 Type B fissile material shipping packages meeting all applicable requirements for shipment to the designated off-site receiving facility;
- Maintain configuration control of a secure, dedicated database for the pedigree of each packaged DOE-STD-3013-2004 container in its correspondent, dedicated 9975 Type B fissile material shipping package;
- Maintain pre-load and post-load shipping package leak testing capability throughout de-inventory campaign;
- Complete calorimetric measurements on all DOE-STD 3013-2004-compliant containers in their pre-loaded and final packaging configuration for shipment;
- Complete SNM de-inventory to the designated off-site receiving facility; and
- Complete de-inventory, shipping, and receiving closeout documentation upon completion of SNM de-inventory.

C.2.2.3.2 Store/De-inventory Un-irradiated Fuel

General Scope:

The Contractor shall maintain safe and secure storage capability through final de-inventory activities. The Contractor shall plan for and de-inventory 13 core component containers (CCCs) containing un-irradiated fuel assemblies, using the Hanford Un-irradiated Fuel Package (HUFP), for shipment to an off-site DOE-approved storage facility.

Detailed Scope and Requirements:

The Contractor shall:

- Maintain safe, secure, and compliant storage capability through final de-inventory actions;
- Establish and maintain packaging and loading capability to support de-inventory operations and support activities;
- Prepare and present programmatic documentation, shipper/receiver agreement documents, and transportation documents for packaging, transportation, and receipt by

- the designated off-site receiving facility;
- Establish and maintain compliant, dedicated, quality assurance, security, and chain-of-custody protocols throughout de-inventory and maintain continuity throughout inactive shipping intervals;
 - Comply with documented safety analysis and authorization basis requirements throughout de-inventory;
 - Prepare HUFPS for packaging, and package the CCCs in HUFPS for shipment to the designated off-site receiving facility;
 - Establish procurement procedures, quality controls, acceptance criteria, and storage and handling controls for the procurement and receipt of approximately 13 HUFPS shipping packages for de-inventory;
 - Maintain configuration control of a secure, dedicated database for the pedigree of each packaged CCC in its correspondent, dedicated HUFPS shipping package;
 - Establish pre-load and post-load shipping package leak testing capability and maintain throughout de-inventory campaign;
 - Complete un-irradiated fuel de-inventory to the designated off-site receiving facility; and
 - Complete de-inventory, shipping, and receiving closeout documentation upon completion of un-irradiated fuel de-inventory.

C.2.2.3.3 Store/De-Inventory Slightly Irradiated Spent Fuel

General Scope:

The Contractor shall maintain safe and secure storage capability through final de-inventory activities. The Contractor shall plan for and de-inventory 6 casks of slightly irradiated fuel, for shipment to the Canister Storage Building (CSB). The scope includes establishing and maintaining packaging and loading capabilities to support these de-inventory activities, as well as developing and maintaining the necessary documentation.

Detailed Scope and Requirements:

The Contractor shall:

- Provide for safe, secure, and compliant storage of slightly irradiated spent fuel through final de-inventory activities;
- Prepare and present programmatic documentation, shipper/receiver agreement documents, and transportation documents for packaging, transportation, and receipt by the designated receiving facility;
- Establish and maintain compliant, dedicated quality assurance, security, and chain-of-custody protocols throughout de-inventory and maintain continuity throughout inactive shipping intervals;
- Complete transfer of slightly irradiated spent fuel to the Canister Storage Building; and
- Complete de-inventory, shipping, and receiving closeout documentation upon completion of de-inventory.

C.2.2.3.4 Misc. Fuels/Materials De-inventory

General Scope:

PFP utilizes approximately 160 sources and standards to perform required non-destructive assays of the stored SNM inventory, including mixed-oxide fuel, oxide and metal packaged into DOE-STD-3013-2004-compliant containers, and hold-up material within plant processing equipment and structures. The sources and standards are comprised of SNM that require phased disposition following de-inventory of DOE-STD-3013-2004-compliant containers, and during plant decommissioning. The Contractor shall package and disposition sources and standards. The standards (National) may be returned to the Offsite Source Recovery Project at the Los Alamos National Laboratory (LANL) using approved packaging. Other excess standards and sources shall be discarded as waste when no longer required.

Detailed Scope and Requirements:

Following shipment of plutonium-bearing material packaged in DOE-STD-3013-2004-compliant containers and stored fuel, the Contractor shall package sources and standards not needed for D&D of the facility. The Contractor shall either ship sources and standards to an authorized off-site location, or dispose of the sources as waste.

Upon completion of facility D&D, the Contractor shall package and transfer all remaining sources and standards to an authorized off-site location, or dispose of the sources as waste.

C.2.2.4 Remediation Activities

In the course of remediation, the Contractor shall develop and implement a graded approach to maintain compliance with 10 CFR 830, *Nuclear Safety Rule*. The Contractor shall maintain the existing authorization agreement document(s) until the hazards are reduced to a level that the authorization agreement document(s) can be proposed for elimination.

C.2.2.4.1 Facility Demolition

General Scope:

The Contractor shall demolish PFP facilities to slab-on-grade and stabilize the site for S&M.

Detailed Scope and Requirements:

The Contractor shall:

- Prepare and submit Removal Action Work Plans containing specific requirements for each facility, consistent with the PFP Above-Grade Structures Engineering Evaluation/Cost Analysis (EE/CA) for DOE approval;
- Demolish PFP buildings to slab-on-grade in compliance with the TPA;
- Remove the 236-Z piping in the pipe trench, seal all exterior penetrations, and install a 4-inch concrete cover cap on the slab;
- Isolate manholes 5 and 6 for subsequent disposition under PFP Geographical Zone remediation (SOW Section C.2.5.4, *Remediation – Closure*);

- Backfill below-grade portions of facilities or stabilize as coordinated with final remediation activities;
- Remove/demolish yard area structures and equipment;
- Remove contaminated pavement or seal with a concrete over-slab or similar cover;
- Grade, stabilize and apply weed control to the entire PFP area;
- Prepare and submit the DOE TPA Milestone Completion Verification Packages; and
- Prepare a D&D Lessons Learned report that provides detailed cost data and an analysis of D&D methods and operations used for the disposition/demolition of the PFP facilities listed in Table C.2.2.4.1, *PFP Building/Facilities Requiring Disposal/Demolition* (Deliverable C.2.2.4.1-1).

Below-grade structures, such as, buried utilities (tanks, pipes, conduit, etc.) are beyond the scope of this task and will be dispositioned as part of Section C.2.4.6, *OU Decision Document Activities*; Section C.2.5.3, *Remediation Optimization*; and Section C.2.5.4, *Remediation – Closure*. Final remediation planning will be coordinated with Section C.2.5.4, *Remediation – Closure*.

Table C.2.2.4.1, *PFP Building/Facilities Requiring Disposal/Demolition* comprises the list of PFP buildings/facilities requiring disposition/demolition. Demolition scope includes additional yard structures and equipment.

Table C.2.2.4.1, PFP Building/Facilities Requiring Disposition/Demolition

Building No.	Title
216ZP1	Main Process Facility 200-ZP-1
216ZP1B	Extraction Manifold Building
216ZP1C	Extraction Manifold Building
225WC	PFP Wastewater Sampling Facility
234-5Z	PFP Plutonium (Pu) Processing and Storage
234-5ZA	PFP Change Room Addition
236Z	Plutonium Reclamation Building
242Z	Waste Treatment and Americium Extraction Facility
242ZA	Monitoring Building
243Z	Low-Level Waste Treatment Facility
243ZA	Low-level Waste Storage Facility
243ZB	Cooling Towers and Concrete Pad
2503Z	13.8KV Switch Yard Building
252Z1	Electrical Substation
267Z	Fire Riser #9 Valve House
2701ZA	Patrol Central Alarm Monitoring Station/Z-Plant
2701ZD	PFP Badge House
2702Z	Microwave Tower and Support Building
2704Z	Office Administration Building
2705Z	PFP Operations Control Facility
270Z	PFP Operations Support Bldg
2712Z	Stack Sampling and Monitoring Station
2721Z	Emergency Generator Service Building
2727Z	Supply Storage Building
2729Z	Storage Building
2731ZA	Container Storage Building
2734Z	Gas Cylinder Storage Building
2734ZB	Gas Storage
2734ZC	Gas Storage
2734ZD	Process Gas Storage
2734ZJ	Liquid Nitrogen Storage Pad and Tank
2734ZK	Gas Cylinder Storage
2734ZL	Hydrogen Fluoride Facility
2735Z	Chemical Storage Tanks and Catch Basin
2736Z	Plutonium Storage Building
2736ZA	Plutonium Storage Ventilation Structure
2736ZB	Plutonium Storage Support Facility
2736ZC	Cargo Restraint Transport Dock
2736ZD	Fuel Storage Cask Structure
289W	Reduced Pressure Backflow Assembly No 1
291Z	Ventilation Exhaust Fan House
291Z001	Main Exhaust Air Stack (234-5Z, 236Z, 242Z)
296Z003	Stack, 241Z Vault Sump Exhaust
296Z005	Stack, 273ZB Shipping/Receiving Bldg Exhaust
296Z006	Stack, 2736ZA Bldg/Plutonium Storage Vault/Vent Sys Exhaust
296Z015	Stack, 296-Z

C.2.2.4.2 Remediate 216-Z-9

General Scope:

The Contractor shall deactivate and dismantle the 216-Z-9 facility in accordance with HNF-22401, *Plutonium Finishing Plant Complex End Point Criteria*.

Detailed Scope and Requirements:

The Contractor shall:

- De-energize and isolate utility systems;
- Clean out and stabilize below-grade portions to preclude release of contamination and structural collapse while awaiting its ultimate remediation;
- Dismantle buildings 216-Z-9 A, B, and C;
- Perform a structural assessment (Deliverable C.2.2.4.2-1) of the 216-Z-9 cover slab. If structural integrity is questionable, the Contractor shall take action to preclude release of contamination from structural collapse; and
- Prepare a D&D Lessons Learned report that provides detailed cost data and an analysis of D&D methods and operations used for the deactivation and dismantlement of 216-Z-9 (Deliverable C.2.2.4.2-2).

Note: The mining area of 216-Z-9 crib will not be remediated as part of this activity.

C.2.2.4.3 Manage and Dispose of PFP Solid Waste

General Scope:

The Contractor shall handle, treat, package, label, store, and ship solid waste (e.g., low-level, low-level mixed, TRU/TRU mixed wastes) from the facility in compliance with applicable state and Federal regulations for disposal at an approved facility.

Detailed Scope and Requirements:

The Contractor shall:

- Procure all required waste containers to support D&D of PFP. Typical containers include 55/85 gallon drums, standard waste boxes, and IP-1 and IP-2 shipping containers;
- Develop and update waste volume projections for organizations that receive PFP waste. The PFP Sampling and Analysis Plans and Removal Action Work Plans identify the disposition paths for the waste/debris generated at PFP; and
- Assume costs associated with management, treatment, and disposal of the PFP waste.

C.2.3 Solid and Liquid Waste Treatment and Disposal

Background:

Solid and liquid waste stabilization and disposition activities are performed in the following facilities:

- T Plant Complex;
- Central Waste Complex (CWC);
- Waste Receiving and Processing Facility (WRAP);
- Low Level Burial Grounds (LLBGs);
- Environmental Restoration and Disposal Facility (ERDF);
- Integrated Disposal Facility (IDF);
- Waste Encapsulation and Storage Facility (WESF);
- Canister Storage Building (CSB)/200 Area Interim Storage Area (ISA);
- 200 Area Liquid Waste Processing Facilities – Effluent Treatment Facility (ETF), Liquid Effluent Retention Facility (LERF), 200 Area Treated Effluent Disposal Facility (TEDF), State Approved Land Disposal Site (SALDS); and
- 310 Treated Effluent Disposal Facility (TEDF).

Waste Treatment and Disposal

At the commencement of the Transition Period, there will be approximately 1500 cubic meters (m^3) of contact handled (CH) mixed low-level waste (MLLW) in packages smaller than $10 m^3$ in permitted storage requiring treatment under this Contract. There will be an approximate total of $1300 m^3$ of remote handled (RH) MLLW in packages of all sizes and CH-MLLW in packages larger than $10 m^3$ in permitted storage requiring treatment under this Contract. During the period of FY 2009 through FY 2018, approximately $1300 m^3$ of RH and large-size (greater than $10 m^3$) MLLW packages requiring treatment will be newly-generated or retrieved (during retrieval of suspect TRU from the LLBGs) and approximately $1800 m^3$ in packages less than $10 m^3$ of CH-MLLW requiring treatment will be newly generated or retrieved.

Life-cycle information about the radioactive solid waste expected to be managed at Hanford from onsite and offsite generators is available in the *Solid Waste Integrated Forecast Technical* (SWIFT) database. A summary of storage and forecast information for MLLW at the Hanford Site is provided in the *Calendar Year 2005 Hanford Site Mixed Waste Land Disposal Restrictions (LDR) Summary Report*.

The approximate volume of TRU waste in storage and remaining to be certified on October 1, 2008, will be as follows:

- $2200 m^3$ of CH TRU/TRUM in drums and Standard Waste Boxes (SWBs);
- $3600 m^3$ of CH TRU/TRUM in larger containers; and
- $400 m^3$ of RH TRU/TRUM.

The TPA Milestone M-91 Series requires retrieval and disposition of retrievably-stored suspect TRU waste that was placed in the LLBGs after May 6, 1970. Both CH and RH suspect TRU waste is to be retrieved from Burial Grounds 218-W-4C, 218-E-12B, 218-W-3A, and 218-W-4B. As of October 1, 2008, approximately 5950 m³ of retrievably-stored CH waste and 130 m³ of retrievably-stored RH waste will remain to be retrieved.

The generator of the waste shall assume the costs for storage and disposal of LLW, MLLW, and immobilized low-activity waste. In addition, the generator shall assume the costs for treating or processing spent nuclear fuel, LLW, and MLLW to meet authorization agreement requirements and facility acceptance criteria. The generator of TRU waste shall assume the costs for packaging, storage, certification support, and loading for transport off-site. The DOE Carlsbad Field Office will assume the costs for TRU waste certification and off-site transportation and disposal.

C.2.3.1 Strategic Planning and Integration

General Scope:

The Contractor shall optimize the approach to treat and dispose of wastes covered by this Contract and coordinate with regulators, stakeholders, and off-site commercial or government facilities as needed, to obtain needed capabilities and build agreement for an optimized approach. DOE will lead all discussions with regulators and will make all commitments regarding the approaches used to treat and dispose of waste covered in this Contract scope of work.

Detailed Scope and Requirements:

The Contractor shall:

- Develop, submit for DOE approval, implement, and maintain a *Strategic Plan* (Deliverable C.2.3.1-1) that reflects integration and optimization of the waste treatment/disposal functions and supporting facilities/infrastructure, and identifies significant baseline cost improvement opportunities;
- Annually update and maintain TPA Milestone M-91-03, *Project Management Plan*;
- Operate a waste forecast system to collect and maintain the life-cycle forecast for waste to be managed under this Contract. The forecast shall include all types of radioactive solid waste (e.g., TRU waste, TRU Mixed [TRUM] waste, LLW, MLLW), including *Comprehensive Environmental Response, Compensation, and Liability Act of 1980* (CERCLA) waste;
- Coordinate with other Hanford Site contractors and organizations to assure that waste management needs are met, and adequate waste treatment and disposal capabilities are planned and obtained;
- Prepare, conduct, and maintain Performance Assessments (PAs) for PRC waste management facilities in accordance with DOE O 435.1, *Radioactive Waste Management*;
- Provide input and waste management facility access to the MSC for preparation of the *Hanford Site Mixed Waste LDR Report* in accordance with the requirements of the TPA Milestone M-26-01 and related *Resource Conservation and Recover Act of 1976* (RCRA) land disposal restrictions; and

- Provide support to DOE in executing its owner role with regulators and stakeholders in the preparation, submission, approval, and defense of decision, regulatory, and supporting documentation associated with PRC waste management facilities.

C.2.3.2 Waste Support Services

General Scope:

The Contractor shall provide waste support services functions.

Detailed Scope and Requirements:

The Contractor shall:

- Assess each generating unit to ensure compliance with the applicable waste acceptance criteria;
- Provide audit capability, including providing auditors, to support the DOE Consolidated Audit Program for audits of external commercial RCRA Treatment, Storage and Disposal (TSD) facilities and laboratories to support the annual request for use of off-site TSDs, as needed;
- Maintain the waste acceptance criteria for PRC waste management facilities;
- Operate a tracking system for waste managed under this Contract; and
- Maintain capability to coordinate receipt of off-site waste and waste from other Hanford Site contractors.

C.2.3.3 Low Level Waste/Mixed Low Level Waste (LLW/MLLW) Treatment

General Scope:

The Contractor shall treat, package, and deliver LLW and MLLW to meet LDR requirements and other applicable disposal requirements.

Detailed Scope and Requirements:

The Contractor is responsible for treatment of CH and RH LLW/MLLW that is either in storage at identified facilities or that is newly-generated by activities under this Contract.

The Contractor shall treat, package, and deliver CH and RH LLW/MLLW in accordance with applicable regulations, DOE directives, and the TPA, to meet disposal facility requirements and acceptance criteria.

The Contractor shall:

- Receive, re-package, store, and dispose of additional wastes from other waste generators.
- Receive waste for treatment from other generators only with prior DOE approval.
- Coordinate with other waste generators, and develop/update a service provider approach (including regulatory, technical, contractual, and other required features).
- Recover costs from other waste generators for providing these services.

The proposed waste volume projections and service provider approach shall be subject to periodic DOE review and approval.

C.2.3.4 Solid Low Level Waste (LLW) and Mixed Low Level Waste (MLLW) Disposal

General Scope:

The Contractor shall dispose of LLW and MLLW meeting LDR and other applicable requirements.

Detailed Scope and Requirements:

The Contractor shall dispose of CH and RH LLW/MLLW that meets waste acceptance criteria in accordance with applicable regulations, DOE directives, and the TPA.

The Contractor shall:

- Receive additional wastes that meet waste acceptance criteria from other on-site and off-site waste generators for storage.
- Receive waste for disposal from other generators only with prior DOE approval.
- Coordinate with other waste generators, and develop/update a service provider approach (including regulatory, technical, contractual, and other required features).
- Recover costs from other waste generators for providing these services.

The proposed waste volume projections and service provider approach shall be subject to periodic DOE review and approval.

C.2.3.5 Liquid Waste Treatment and Disposal

General Scope:

The Contractor shall receive, treat and dispose of liquid wastes in accordance with applicable waste acceptance and discharge permit requirements.

Detailed Scope and Requirements:

The Contractor shall maintain the 200 Area liquid waste processing facilities as described in the auditable safety analysis in a ready-to-serve status, which provides the capability to receive, treat, and dispose of liquid effluents consistent with the waste acceptance criteria and the discharge criteria. If directed by the Contracting Officer, the Contractor shall transition the 200 Area liquid waste processing facilities to the Tank Operations Contractor.

The Contractor shall maintain the following 300 Area liquid effluent treatment facilities in a ready-to-serve status. These facilities shall be operated in a manner that provides the capability to receive, treat, and dispose of liquid effluents consistent with the waste acceptance criteria and the National Pollution Discharge Elimination System permit:

- 310 Treated Effluent Disposal Facility (TEDF);
- 340 Facility;

- 307 Retention Basins;
- 342 Collection Sump Facility; and
- Supporting infrastructure.

The Contractor shall maintain the 310 TEDF consistent with the *300 Area TEDF Inventory at Risk Calculations*. If directed by the Contracting Officer, the Contractor shall transition 300 Area liquid effluent treatment facilities to the RCCC.

The Contractor shall receive liquid waste that meets applicable waste acceptance criteria.

The Contractor shall treat and dispose of liquid waste in accordance with applicable regulations, DOE directives, and discharge permits.

The Contractor shall:

- Receive additional liquid wastes that meet waste acceptance criteria from other waste generators for treatment.
- Receive waste for disposal from other generators only with prior DOE approval.
- Coordinate with other waste generators, and develop/update a service provider approach (including regulatory, technical, contractual, and other required features).

The proposed waste volume projections and service provider approach shall be subject to periodic DOE review and approval.

C.2.3.6 Transuranic (TRU) Waste

C.2.3.6.1 Transuranic Waste Certification

General Scope:

The Contractor shall perform CH-TRU characterization, certification, repackaging, and shipping activities in accordance with approved TRU waste certification program. The Contractor shall provide the services to maintain and close out the Hanford TRU waste certification program.

After the Hanford TRU waste certification program closes, the Waste Isolation Pilot Plant (WIPP) Central Characterization Project (CCP) support the CH-TRU characterization and certification activities at Hanford.

Detailed Scope and Requirements:

The Contractor shall:

- Perform all waste characterization, certification, repackaging, and shipping activities in accordance with approved TRU waste certification program and DOE-EM TRU Waste Shipping Goals;
- Provide resources to receive additional CH-TRU waste from other waste generators for processing that is packaged by the generator(s);

- Provide the facility and capability to load and ship TRU waste;
- Make CH-TRU waste ready for shipment in approved containers eligible for compaction off-site and store in an approved, compliant location;
- Support the Hanford TRU waste certification program by:
 - Providing Real Time Radiography (RTR) equipment, drum assay equipment, and Head Space Gas Sampling (HSGS) if needed; and
 - Participating in a close-out audit of the Hanford certification program;
- Support CCP TRU waste certification program by:
 - Providing CCP with CH-TRU waste that meets the waste characterization and classification requirements established by the DOE Carlsbad Field Office;
 - Providing facility records, packaging records, and other documents necessary for CCP to prepare waste certification packages;
 - Providing the facility and infrastructure to support the installation and operation of the large box Nondestructive Examination (NDE)/Nondestructive Assay (NDA) equipment, if needed;
 - Providing the necessary public release clearances for CCP generated documents; and
 - Providing the infrastructure to support installation, operation, and maintenance of the CCP-provided Real Time Radiography (RTR) equipment, drum assay equipment, Head Space Gas Sampling (HSGS), and mobile loading equipment.

C.2.3.6.2 RH Waste Shipments

General Scope:

The WIPP CCP will perform RH TRU characterization and certification activities at Hanford. The Contractor shall provide support to the CCP for the performance of RH TRU characterization, certification, and shipping activities.

Detailed Scope and Requirements:

The Contractor shall:

- Perform all waste repackaging activities;
- Provide resources to receive additional RH TRU waste from other waste generators for processing. Waste will be packaged by the generator(s) to meet the requirements of the Hanford Site Solid Waste Acceptance Criteria (HSSWAC);
- Provide CCP with RH TRU waste that meets the waste characterization and classification requirements established by the DOE Carlsbad Field Office;
- Provide the infrastructure to support installation and operation of the CCP-provided RTR equipment, drum assay equipment, and mobile loading equipment;
- Provide facility records, packaging records, and other documents necessary for CCP to prepare waste certification packages; and
- Provide the necessary public release clearances for CCP generated documents.

C.2.3.7 Waste Retrieval

General Scope:

The Contractor shall retrieve CH and RH waste in accordance with the requirements established in regulatory, authorization basis, and other supporting requirements documentation and schedule identified in the TPA M-91 milestone series. All retrievably-stored suspect TRU waste shall be removed from the burial grounds and transferred to a TSD facility for disposition.

The Contractor shall ship plutonium-238 material retrieved from the burial grounds to the DOE Savannah River Site, when directed by the Contracting Officer.

Detailed Scope and Requirements:

The Contractor shall retrieve:

- All suspect CH-TRU waste from Burial Grounds 218-W-4C, 218-E-12B, 218-W-3A, and 218-W-4B.
- All RH-TRU waste from Burial Grounds 218-W-4C, 218-E-12B, 218-W-3A, and 218-W-4B (including waste in Alpha caissons).

The Contractor shall transfer segregated retrieved waste to a treatment, storage, and disposal facility for disposition. Retrieved waste shall be segregated in accordance with the Master Documented Safety Analysis (MDSA) at the burial ground(s) into TRU and low-level waste streams.

The Contractor shall coordinate efforts with the DOE Idaho and the Savannah River Sites to transport 12 drums of plutonium-238 to the DOE Savannah River Site.

The Contractor shall:

- Resolve questions and concerns necessary to acquire approval of revision(s) to the Radioisotope Thermoelectric Generator (RTG) Transportation System Safety Analysis Report for Packaging (SARP).
- Provide support for the loading of 12 drums of Pu-238 into RTGs casks in a suitable facility.
- Develop and execute security plans for the relocation, transportation, and loading of 12 Pu-238 drums as needed.
- Prepare shipper/receiver agreement and reach concurrence with SRS.

C.2.3.8 Waste Management Support Projects

C.2.3.8.1 T Plant Modifications for Sludge Storage

General Scope:

The Contractor shall modify T Plant to receive and store treated sludge from K Basins, pending sludge shipment to WIPP. This sludge will be RH-TRU waste.

Detailed Scope and Requirements:

The Contractor shall:

- Perform modifications at T Plant to prepare for receipt and storage of treated sludge from K Basins, pending sludge shipment to WIPP.
- Provide the capability at T Plant to receive and store the treated sludge;
- Procure High Integrity Containers to store the treated sludge; and
- Perform and support readiness reviews for receipt and storage of the treated sludge.

C.2.3.8.2 Provide Alternate TRUPACT Loadout Capability

General Scope:

At the direction of the Contracting Officer, the Contractor shall design, procure, construct, and acceptance test the necessary equipment to provide alternate TRUPACT loadout capability.

Detailed Scope and Requirements:

At the direction of the Contracting Officer, the Contractor shall design, procure, construct, and acceptance test the necessary equipment to provide alternate TRUPACT loadout capability. This equipment shall be capable of loading TRU drums into TRUPACT II containers for over the road shipment to WIPP or another DOE site. This capability is being provided as a back-up to the capabilities that currently exist within the WRAP facility.

C.2.3.9 Cesium/Strontium Capsule Transfer to Dry Storage

General Scope:

At the direction of the Contracting Officer, the Contractor shall transfer cesium and strontium capsules from wet storage in Waste Encapsulation Storage Facility (WESF) to dry storage.

Detailed Scope and Requirements:

At the direction of the Contracting Officer, the Contractor shall:

- Design, procure, and construct the systems and components needed to transfer WESF cesium and strontium capsules into dry storage; and
- Transfer cesium and strontium capsules from wet storage in WESF to dry storage.

The Contractor shall support DOE in document preparation and approval processes associated with Project Management requirements identified in DOE O 413.3A, *Program and Project Management for the Acquisition of Capital Assets*.

C.2.3.10 TPA Milestone M-91 Upgrades to T Plant

General Scope:

The Contractor shall provide facility operational capabilities to meet TPA Milestones M-91-01

and M-91-15.

Detailed Scope and Requirements:

The Contractor shall design and construct/upgrade waste management facilities and equipment to receive, repackage, treat, vent, sample, assay, and perform other activities as required to process RH-MLLW, RH-TRU waste, large-package MLLW, and large-package TRU waste consistent with TPA Milestones M-91-01 and M-91-15.

The Contractor shall support DOE in document preparation and approval processes associated with Project Management requirements identified in DOE O 413.3A, *Program and Project Management for the Acquisition of Capital Assets*.

C.2.3.11 Fuel Preparation Facility Design

General Scope:

At the direction of the Contracting Officer, the Contractor shall prepare design documents for a hot cell facility to repackage SNF, and the WESF Cesium and Strontium capsules into DOE-standardized canisters.

Detailed Scope and Requirements:

At the direction of the Contracting Officer, the Contractor shall complete activities necessary for approval of Critical Decisions in accordance with DOE O 413.3A. *Program and Project Management for the Acquisition of Capital Assets* for a hot cell facility for repackaging SNF and the WESF cesium and strontium capsules into DOE standardized canisters in order to support a FY 2020, *Start of Construction*.

C.2.3.12 Integrated Disposal Facility Authorization to Operate

General Scope:

The Contractor shall perform activities necessary to make Integrated Disposal Facility (IDF) a fully operational facility.

Detailed Scope and Requirements:

The Contractor shall:

- Complete facility startup activities to support receipt and disposal of immobilized low activity glass waste and bulk vitrification test waste;
- Update *Performance Assessment* (Deliverable C.2.3.12-1) and *Waste Acceptance Criteria* (Deliverable C.2.3.12-2) for immobilized low activity glass waste, bulk vitrification test waste, LLW, and MLLW to achieve disposal authorization;
- Develop and obtain DOE approval of authorization agreement document(s) for IDF LLW and MLLW wastes (Deliverable C.2.3.12-3);
- Modify existing and develop new permits required to receive LLW/MLLW waste for disposal;
- Complete facility startup reviews to support receipt and disposal of LLW/MLLW wastes; and

C.2.3.13 Canister Storage Building/200 ISA Security Upgrades

General Scope:

Slightly irradiated spent fuel (Category I SNM) from PFP will be relocated to the Canister Storage Building (CSB) for safe and secure storage (SOW Section C.2.2.3.3, *Store/De-Inventory Slightly Irradiated Spent Fuel*). Storage of this Category I material at the CSB will require appropriate security upgrades. At the time of Contract transition, the CSB security upgrade designs will be complete.

The Contractor shall install security upgrades within the CSB. Security upgrades outside of the CSB will be installed by MSC.

Detailed Scope and Requirements:

The Contractor shall perform facility upgrades within the CSB to support the safe and secure storage of slightly irradiated spent fuel (Category I SNM) from PFP. Security upgrades outside of the CSB will be installed by MSC. The Contractor shall coordinate the installation of these security upgrades with MSC.

C.2.3.14 Facility Management

General Scope:

The Contractor shall maintain facilities on a ready-to-serve basis to:

- Receive and store spent nuclear fuel from on-site generators;
- Store cesium and strontium capsules; and
- Receive, store, treat, and/or dispose LLW, MLLW, TRU waste and other wastes from on-site and off-site generators.

The Contractor shall operate the following facilities in a safe, compliant, energy-efficient, and cost effective manner:

- T Plant Complex;
- Central Waste Complex (CWC);
- Waste Receiving and Processing Facility (WRAP);
- Low Level Burial Grounds (LLBGs);
- Integrated Disposal Facility (IDF);
- Waste Encapsulation and Storage Facility (WESF);
- Canister Storage Building (CSB)/200 Area Interim Storage Area (ISA);
- 200 Area Liquid Waste Processing Facilities – Effluent Treatment Facility (ETF), Liquid Effluent Retention Facility (LERF), 200 Area Treated Effluent Disposal Facility (TEDF), State Approved Land Disposal Site (SALDS); and
- 300 Area Liquid Effluent Treatment Facilities.

At the direction of the Contracting Officer, the Contractor shall receive ERDF from the RCCC and operate ERDF in a safe, compliant, energy-efficient, and cost effective manner.

Detailed Scope and Requirements:

The Contractor shall operate waste management facilities in accordance with DOE requirements, authorization basis documents, state and Federal regulations, TPA, permit conditions and acceptance criteria for LLW, MLLW, TRU waste, other wastes and spent nuclear fuel. The scope includes programs for safe and compliant facility operations, such as:

- Assessments and surveillances;
- Emergency preparedness;
- Engineering;
- Environmental sampling, monitoring, and reporting;
- Fire protection;
- Maintenance;
- Material control;
- Nuclear safety;
- Occupational safety/Industrial hygiene;
- Permitting;
- Procedure development;
- Grounds maintenance;
- Quality assurance/quality control;
- Radiological control;
- Training; and
- Waste management.

The Contractor shall evaluate facility conditions against current and projected facility use and execute those improvements and system/equipment upgrades necessary to maintain safe, compliant, energy-efficient, and cost-effective operations.

T Plant Complex

The Contractor shall maintain the T Plant Complex within the authorization agreement.

The Contractor shall maintain the facility in a ready-to-serve status, which provides the following capabilities:

- Receive and store LLW, MLLW, and TRU waste from on-site and off-site generators consistent with the waste acceptance criteria;
- Repackage, treat, vent, sample, verify, and perform other activities as required to process LLW and MLLW in support of final disposal on-site;
- Repackage, treat, vent, sample, verify, and perform other activities as required to process transuranic waste in support of final disposal at WIPP; and
- Receive and store treated K Basin sludge.

Central Waste Complex (CWC)

The Contractor shall maintain:

- CWC within the authorization agreement; and
- 2727-W Building for the storage of Hallam sodium.

The Contractor shall maintain the facility in a ready-to-serve status, which provides the following capabilities:

- Receive and store LLW, MLLW, TRU waste, and other waste from on-site and off-site generators consistent with waste acceptance criteria; and
- Store existing Hallam sodium product inventories in the 2727-W.

Waste Receiving and Processing Facility (WRAP)

The Contractor shall maintain WRAP within the authorization agreement.

The Contractor shall maintain the facility in a ready-to-serve status, which provides the following capabilities:

- Receive and store LLW, MLLW, and TRU waste from on-site and off-site generators consistent with the waste acceptance criteria;
- Repackage, treat, vent, sample, verify, assay, examine and perform other activities as required to process TRU waste in support of final disposal at WIPP;
- Repackage, treat, vent, sample, verify, and perform other activities as required to process LLW and MLLW in support of final disposal on-site; and
- Assemble payloads of TRU waste and provide to CCP for shipment to WIPP in accordance with Section C.2.3.6, *Transuranic (TRU) Waste*.

Low Level Burial Grounds (LLBGs)

The Contractor shall maintain the LLBGs within the authorization agreement to execute the work scope in Section C.2.3.3, *LLW/MLLW Treatment* and C.2.3.4, *Solid LLW/MLLW Disposal*.

The Contractor shall maintain the facility in a ready-to-serve status, which provides the following capabilities:

- Receive and dispose of LLW and MLLW from on-site and off-site generators consistent with the waste acceptance criteria in Burial Ground 218-W-5, Trenches 31 and 34;
- Support disposal of naval reactor compartments pursuant to Section I Clause entitled, *DEAR 970.5217-1, Work for Others Program*, consistent with waste acceptance criteria and the *Memorandum of Understanding between the Department of the Navy and the Department of Energy*, in Burial Ground 218-E-12B, Trench 94; and
- Receive and store RH non-mixed waste in Burial Ground 218-W-3AE.

Environmental Restoration and Disposal Facility (ERDF)

At the direction of the Contracting Officer, the Contractor shall accept ERDF from the RCCC.

Following acceptance, the Contractor shall:

- Maintain ERDF within the authorization basis.
- Maintain the facility in a ready-to-serve status to execute the work scope in Section C.2.3.3, *LLW/MLLW Treatment* and C.2.3.4, *Solid LLW/MLLW Disposal*; and to receive/treat/dispose waste in support Hanford remediation activities consistent with the waste acceptance criteria.
- Expand ERDF, as necessary, to accommodate future waste volumes.

The waste generator shall be responsible for waste disposal costs.

Integrated Disposal Facility (IDF)

The Contractor shall maintain the facility in a ready-to-serve status to execute the work scope in Section C.2.3.3, *LLW/MLLW Treatment* and C.2.3.4, *Solid LLW/MLLW Disposal*; and to receive/treat/dispose waste in support Hanford remediation activities consistent with the waste acceptance criteria.

Until DOE authorizes the Contractor to accept waste, the Contractor shall:

- Maintain IDF within the permit conditions; and
- Maintain the facility in a ready-to-serve status for disposal of immobilized low activity glass waste and bulk vitrification test waste, and waste from future generators to be dispositioned at IDF, in accordance with the permit.

After authorization is received to accept waste, the Contractor shall:

- Maintain the facility in a ready-to-serve status to receive, treat, and dispose of LLW and MLLW from on-site generators consistent with the waste acceptance criteria; and
- Expand IDF, as necessary, to accommodate future waste volumes.

The waste generator shall be responsible for waste disposal costs.

Waste Encapsulation and Storage Facility (WESF)

The Contractor shall maintain WESF within the authorization agreement.

The Contractor shall maintain the facility in a ready-to-serve status, which provides the capability to store the cesium and strontium capsules.

Canister Storage Building (CSB)/200 Area Interim Storage Area (ISA)

The Contractor shall maintain CSB and the 200 Area ISA within the authorization agreement.

The Contractor shall maintain the facility in a ready-to-serve status, which provides the

capability to receive and store spent nuclear fuel.

The Tank Operations Contractor is responsible for obtaining the capabilities for receipt of vitrified high-level waste at CSB.

In addition, the Contractor shall:

- Interface with OCRWM and the National Spent Nuclear Fuel Program to review repository documentation and perform analyses to enable final disposition and acceptance of spent nuclear fuel and WESF Capsules at the Yucca Mountain Repository; manage related technical interfaces, and integrate Hanford Site planning associated with Yucca Mountain Repository activities;
- Provide the necessary equipment to receive, store, and package SNF/HLW inventories;
- Develop compliance information to demonstrate that each spent fuel/high-level waste package conforms to repository requirements;
- Perform activities to support the inclusion of the WESF cesium and strontium capsules in the Yucca Mountain Repository license; and
- Receive, store, and manage SNF/HLW inventories.

C.2.4 Groundwater Vadose Zone Project and Soil Remediation Decision Documents

Background:

Past operations in the Central Plateau have resulted in facilities, waste sites and groundwater contaminated with hazardous and radioactive materials. DOE recognizes that coordination of Hanford Site groundwater and vadose zone cleanup activities is critical to providing adequate protection of the Columbia River. To meet this challenge, DOE consolidated all groundwater and vadose zone work under a single project activity; is actively integrating groundwater, vadose zone, and source-area cleanup decisions; and is actively integrating Hanford Site modeling and risk assessment activities.

The Contractor is responsible for managing the integrated Hanford Site groundwater project.

This Section of the *Statement of Work* addresses:

- Groundwater Monitoring, Sampling and Analysis;
- Groundwater and Vadose Zone modeling and risk assessments;
- Groundwater Protection and Remediation;
- Groundwater and Waste Site Operable Unit Characterization;
- Groundwater and Waste Site Operable Unit Regulatory Decisions; and
- Hanford Site Environmental Information System Management.

Wells are used at the Hanford Site to monitor groundwater quality at the Hanford Site, delineate existing groundwater plumes, and meet regulatory requirements associated with CERCLA, RCRA, and DOE directives. Groundwater monitoring wells require maintenance in order to provide accurate and reliable water level measurements and sampling. Wells that are no longer needed are decommissioned. The *Hanford Site Well Decommissioning Plan* provides details on

the number of wells and types of activities that comprise this work.

Interim remedial actions have been initiated for selected groundwater Operable Units (OUs). Systems necessary to implement the remedial actions identified in final Records of Decision will be installed by 2018.

Waste sites are grouped into process-based OUs, identified in Appendix C of the TPA for remedial investigation and remedial action decision making purposes, and identified for groundwater geographically. Characterization activities and preparation of remedial action decision documents are in progress.

Human Health and Ecological Risk assessments are being conducted under the CERCLA remediation process at the Hanford Site. An integrated approach has been established for conducting ecological risk assessments. Currently, an integrated ecological risk assessment is being conducted for the Columbia River Corridor at the edge of the Hanford Site, and an integrated ecological risk assessment is being conducted for the Central Plateau.

Hanford Site environmental databases and information systems are used to record and provide access to monitoring data, waste site data, monitoring well information, sample analysis status and geographic information. Project specific databases and information systems are used to record and provide access to information unique to the specific project. The EnviroDataAccess system and Virtual Library system provide access to the most frequently used Hanford Site environmental information through Hanford intranet web sites.

C.2.4.1 Project Integration

C.2.4.1.1 Groundwater and Vadose Zone Remediation Integration

General Scope:

The Contractor shall support DOE in executing the integration functions associated with coordinating all cross-cutting activities related to monitoring, protection and remediation of groundwater.

Detailed Scope and Requirements:

The Contractor shall:

- Lead strategic integration of groundwater, vadose zone, and waste sites remediation efforts across the Hanford Site.
- Support Groundwater and Vadose Zone Remediation Integrated Project Team (IPT) activities.
- Create, update and maintain integrated Groundwater and Vadose Zone project schedules for the Hanford Site.
- Support Interagency Management Integration Team (IAMIT) meetings, Unit Manager Meetings, Hanford Advisory Board (HAB), and TPA negotiations, which include Groundwater and Vadose Zone topics.
- Review and evaluate integrated baseline project schedules for all remediation activities across the Hanford Site, including activities leading to disposition/remedial action

decisions, to determine whether the schedule supports and aligns with the DOE strategy for groundwater protection and remediation. Prepare and submit a report to DOE presenting the results of this evaluation that includes the evaluation basis and recommendations for changes in project activity schedules that would result in better alignment with the strategy for groundwater protection and remediation (Deliverable C.2.4.1.1-1). Perform this review and evaluation following baseline revisions resulting from budget decisions.

- Develop and submit to DOE a plan that presents a strategy for gaining community and stakeholder understanding and building consensus on integrated groundwater remediation objectives and approaches (Deliverable C.2.4.1.1-2).
- Prepare and submit a prioritized list of recommended service water line upgrades or storm water run off control projects on an annual basis (Deliverable C.2.4.1.1-3).
 - The prioritization shall be established through an evaluation of the significance for potential to impact groundwater based on known or potential service water line leakage locations with respect to waste sites/subsurface contamination.
 - The Contractor shall include the evaluation basis in the submittal.
- Provide support to DOE in executing its lead agency role with regulators and stakeholders in the preparation, submission, approval, and defense of decision, regulatory, and supporting documentation.
- Develop and implement innovative technical and regulatory approaches that will optimize the cost and time required to operate existing remediation systems.
- Provide periodic revisions to the *Groundwater and Vadose Zone Management Plan*. The Contractor shall work with the regulators, Tribal Nations, and stakeholders to solicit and incorporate comments.

C.2.4.1.2 Risk Assessment Activity Integration

General Scope:

The Contractor shall support DOE in executing the agency's integration function associated with coordinating the performance of risk assessments conducted to meet regulatory and DOE directive requirements, or to provide a technical basis in making project decisions.

Detailed Scope and Requirements:

The Contractor shall:

- Maintain a document under configuration control for DOE that contains key physical, chemical, and other parameters/assumptions associated with modeling the fate and transport of environmental contaminants from structures and waste sites for risk assessment purposes.
- Submit any proposed changes to the content of this document to DOE for approval prior to revising the document (Deliverable C.2.4.1.2-1).
- Prepare and submit for DOE approval the site specification to establish consistency among risk assessments at the Hanford Site. The site specification shall include the basis of evaluation and provide recommendations that would result in improved consistency among risk assessments (Deliverable C.2.4.1.2-2).

- Provide support to DOE in executing its owner role with regulators and stakeholders in the preparation, submission, approval, and defense of risk assessment and supporting documentation.
- Prepare a process to manage risk assessment activities across the Hanford Site (Deliverable C.2.4.1.2-3).
- Maintain an integrated schedule for risk assessments at the Hanford Site that assures prerequisite activities supporting initiation of risk assessment are appropriately scheduled.

C.2.4.2 Hanford Environmental Data Integration

General Scope:

The Contractor shall serve as the data manager for assigned Hanford environmental databases.

Detailed Scope and Requirements:

The Contractor shall serve as the data manager for the following environmental databases, associated information systems, and web-based information access systems/portals:

- Hanford Environmental Information System (HEIS);
- Sample Data Tracking (SDT) System;
- Electronic Data Deliverable Processor (EDDPro);
- Hanford Well Information System (HWIS);
- Well Maintenance Application (WMA);
- Waste Information Data System (WIDS);
- WIDS Application;
- Hanford Intranet and Hanford Internet HEIS web sites; and
- EnviroDataAccess web based information access system.

The Contractor shall maintain and upgrade the following project-specific environmental databases:

- Sample and Data Management (SDM);
- Pump-and-Treat Project Specific Databases for the 100-HR-3, 100-KR-4, 100-NR-2 and 200-ZP-1 pump and treat projects; and
- In-Situ Redox Manipulation Project Specific Database.

As data manager for the environmental databases and information systems listed above, the Contractor shall:

- Identify hardware performance requirements (including Quality Assurance) and maintain performance specification documents;
- Obtain and install hardware upgrades, as needed, through the MSC;
- Identify software performance requirements (including Quality Assurance) and maintain software performance specification documents;

- Obtain and install software upgrades, as needed;
- Identify web site (Hanford intranet and Hanford internet) performance requirements and maintain performance specification documents;
- Update and upgrade web sites (Hanford intranet and Hanford internet), as needed;
- Identify automatic environmental database and information system query functions from other systems that use the data and information elements for completing data fields, generating reports, and other database operating activities;
- Maintain access for automatic queries while maintaining the integrity of the environmental databases and information systems;
- Identify access needs for Hanford Site contractors, DOE, and other parties (regulators, stakeholder organizations and the public). Establish access to environmental databases and information systems for data entry, data and information review, and report generation using environmental data and other associated information;
- Maintain appropriate restrictions on access to comply with all security requirements and to maintain system integrity;
- Maintain documentation on environmental databases and information systems that provide a description of the system, system capability, access control, content, data and information quality control processes, and other appropriate attributes or characteristics of each database and information system;
- Maintain procedures for access, data entry/validation, information update/validation, report generation, and other applicable operations associated with each environmental database and information system;
- Identify and evaluate opportunities for increasing effectiveness of use and decreasing operational costs through environmental database and information system improvements such as integration, consolidation, new database/information system development, and system software/hardware changes; and
- Coordinate hardware, software, access, automatic data/information query functions, data/information entry and reporting functions, and operational procedure changes with DOE and other users prior to initiating changes to ensure all regulatory/requirement compliance, security, and project execution/management needs continue to be met.

C.2.4.3 Modeling and Risk Assessment

General Scope:

The Contractor shall maintain the Hanford Site Composite Analysis.

The Contractor shall conduct and maintain risk assessments to facilitate regulatory and other project decisions, as required.

The Contractor shall maintain the Hanford Site groundwater model developed by the Tank Closure and Waste Management (TC&WM) Environmental Impact Statement (EIS) team. At the direction of the Contracting Officer, the Contractor shall continue development of the Hanford Site groundwater model.

Detailed Scope and Requirements:

The Contractor shall:

- Maintain, update, and revise the Hanford Site Composite Analysis in accordance with DOE O 435.1, *Radioactive Waste Management* and other applicable requirements using a systems approach to model inventory, waste releases, air, vadose zone, groundwater and river transport with an evaluation of human and ecological impacts from a dose and risk assessment standpoint.
- Develop, maintain and upgrade the modeling and analytical tools as needed to support risk assessment for regulatory and other environmental protection/remediation decision making processes. The computer model for the Hanford Site Groundwater uses the MODFLOW computer code and the vadose zone model uses the STOMP computer code. No other models are allowed to be used unless approved by DOE.
- Conduct, maintain, update and revise risk assessments as required to facilitate regulatory and other project decisions, in accordance with all applicable requirements.
- Maintain, update, and revise the Hanford Site Groundwater Model to support CERCLA, NEPA, RCRA, and AEA, as required.

C.2.4.4 Hanford Site Common Field Activities

C.2.4.4.1 Groundwater Monitoring Wells

General Scope:

The Contractor shall install groundwater monitoring wells in accordance with applicable regulatory and DOE requirements to support both Hanford Site-wide characterization activities and OU characterization activities. The Contractor shall maintain the groundwater monitoring well network on the Hanford Site and shall decommission wells that are no longer needed.

Detailed Scope and Requirements:

The Contractor shall:

- Install required wells in the Central Plateau region of the Hanford Site, approximately 350 feet in depth, sampled and logged, and completed with typically 30 feet of well screen.
- Install required wells along the Columbia River Corridor, approximately 120 feet deep with typically 30 feet of well screen.
- Maintain and execute a program for conducting routine preventative maintenance and maintaining security for the groundwater monitoring well network on the Hanford Site.
- Conduct activities, such as, repairing and resurveying well heads and locks, clearing wells, pulling pumps and otherwise servicing wells, as needed.
- Decommission wells that are no longer needed at the Hanford Site in accordance with the *Hanford Site Well Decommissioning Plan* and the requirements of Washington State regulations associated with well decommissioning.

C.2.4.4.2 Soil Boring and Sampling

General Scope:

The Contractor shall drill and sample soil to provide characterization data of the vadose zone in both the Central Plateau and along the Columbia River Corridor to support Hanford Site-wide characterization activities.

Detailed Scope and Requirements:

During the period of FY 2009 through FY 2012, the Contractor shall drill and sample both deep (300 feet) and shallow (100 feet) soil each fiscal year for vadose zone characterization.

C.2.4.4.3 Borehole and Surface Geophysical Logging

General Scope:

The Contractor shall conduct borehole and surface geophysical logging to support well and boring installation activities and to characterize contamination sources in the subsurface.

Detailed Scope and Requirements:

The Contractor shall:

- Conduct detailed borehole geophysical logging for deep borings, about 300 feet each, and shallow borings, about 100 feet each.
- Conduct neutron logging and spectral gamma in boreholes.
- Conduct surface geophysical surveys at a rate of two (2) surveys (approximately 10 line kilometers each) per year during the period of FY 2009 through FY 2012.
- Establish and implement all quality assurance/quality control requirements for this activity.
- Process all data resulting from this activity and enter the data into associated Hanford Site geophysical logging databases.
- Prepare and submit required reports.

C.2.4.4.4 Treatability Tests

General Scope:

The Contractor shall conduct treatability tests.

Detailed Scope and Requirements:

The Contractor shall:

- Perform treatability tests as specified in the *Deep Vadose Zone Treatability Test Plan*; and
- Conduct investigative activities associated with application of new methods for characterizing, remediating, and monitoring groundwater, vadose zone, and waste sites.

C.2.4.4.5 Ecological Sampling

General Scope:

The Contractor shall conduct ecological sampling to support on-going CERCLA remedial action decision processes.

Ecological Sampling work shall be coordinated with and approved by the regulators (U.S. Environmental Protection Agency and State of Washington Department of Ecology) and openly discussed and vetted with the stakeholder community, Tribal Nations, and the Natural Resource Trustee Council for the Hanford Site.

Detailed Scope and Requirements:

The Contractor shall:

- Conduct ecological sampling on the Hanford Site and at reference sites to support the *Central Plateau Remedial Investigation/Feasibility Study* and Proposed Plan CERCLA processes. The Contractor shall perform this activity in accordance with the sampling protocol established for the *Central Plateau Ecological Risk Assessment*.
- Conduct ecological sampling, as required, to augment sampling conducted by other Hanford Site contractors along the Columbia River Corridor.

C.2.4.5 Groundwater Monitoring, Assessment and Reporting

General Scope:

The Contractor shall monitor Hanford Site groundwater conditions, as required, to meet regulatory and DOE requirements. The Contractor shall perform or arrange for on-site and off-site analysis for groundwater, soil vapor, surface water, and other related samples. The Contractor shall perform data assessment/reporting to meet regulatory and DOE requirements for groundwater monitoring and remediation and to allow continued operation of Hanford waste management facilities.

Detailed Scope and Requirements:

The Contractor shall:

- Schedule and collect samples from approximately 2000 well trips per year;
- Schedule and collect samples from approximately 150 aquifer tubes per year;
- Schedule and perform approximately 1750 water level measurements from the monitoring well network per year;
- Conduct single well hydraulic tests as new wells are drilled;
- Conduct detailed multi-well hydrologic tests at two (2) locations per year for large scale aquifer properties;

- Conduct covariance analysis of sampling performance between wells. Use the results of this analysis to determine the continued effectiveness of individual wells for monitoring. Make recommendations to DOE for discontinuing the use of individual wells for monitoring when this analysis indicates it is no longer effective;
- Review, validate/verify, evaluate, and interpret hydrogeologic and groundwater chemistry data at the Hanford Site and report outliers and unusual conditions to DOE as discovered;
- Prepare and submit the *Annual Groundwater Monitoring Report* (Deliverable C.2.4.5-1) consistent with the established content and format, and provide input to the MSC for preparation of the annual *Site Environmental Report*;
- Prepare and submit required regulatory reports;
- Coordinate groundwater analysis requirements and data reporting with other Hanford Site contractors, including the RCCC and TOC; and
- Collect, interpret, and map water-level data for aquifers beneath the Hanford Site.

For analysis of approximately 13,000 analytical requests per year, the Contractor shall:

- Arrange for analysis of groundwater, soil vapor, surface water, and other related samples in accordance with applicable regulations and DOE directives;
- Provide sample shipping;
- Review and process sample results; and
- Enter sample analysis results into the Hanford Environmental Information System (HEIS) database.

C.2.4.6 OU Decision Document Activities

General Scope:

The Contractor shall obtain decision documents and prepare draft remedial design/remedial action work plans for all Hanford Site groundwater and Central Plateau waste site TPA-identified OUs.

Detailed Scope and Requirements:

The Contractor shall:

- Drill and sample soil borings and conduct other sampling activities to support OU characterization activities.
- Prepare, submit, and receive DOE and regulatory approvals for all documentation required to obtain decision documents for all Hanford Site groundwater and Central Plateau waste site TPA-identified operable units (Deliverable C.2.4.6-1).
- Prepare a *Draft Remedial Design/Remedial Action Work Plan* (RD/RAWP) for soil OUs within 180 days after the Record of Decision or other decision document is issued. The Contractor shall incorporate regulator comments in the draft, as appropriate. The Contractor shall integrate the remediation planning and design work with remediation work that is the responsibility of other Hanford contractors.
- Prepare a RD/RAWP for new groundwater remediation systems within 180 days after

- the Record of Decision or other decision document is issued for groundwater OUs.
- Provide support to DOE in the disposition and resolution of comments from regulators and stakeholders on decision, regulatory, and supporting documentation, including RD/RAWPs for soil and groundwater operable units. Prepare and submit revisions to these documents to reflect changes resulting from disposition and resolution of comments, as needed.
 - Provide support to DOE in executing its owner role with regulators and stakeholders in the preparation, submission, approval, and defense of decision, regulatory, and supporting documentation.
 - As requested by the Contracting Officer, review decision documents prepared by other Hanford contractors.

C.2.4.7 Remediation – Groundwater and Deep Vadose Zone

General Scope:

The Contractor shall operate the existing groundwater and deep vadose zone remediation systems.

The Contractor shall install new systems as appropriate to implement final remedial actions for groundwater operable units and soil operable units associated with deep vadose zone.

Detailed Scope and Requirements:

The Contractor shall:

- Operate the following groundwater and deep vadose zone remediation systems in accordance with the RD/RAWP and as directed by the Contracting Officer:
 - ZP-1 Carbon Tetrachloride Pump and Treat System;
 - ZP-2 Carbon Tetrachloride Soil Vapor Extraction System;
 - UP-1 Uranium/Technetium Pump and Treat System (currently in standby);
 - K Area Chromium Pump and Treat Systems;
 - D Area Chromium Pump and Treat Systems;
 - D Area In Situ Redox Manipulation System;
 - H Area Chromium Pump and Treat System;
 - N Area Strontium Pump and Treat System (currently in cold standby);
 - N Area Apatite and Phyto-Remediation for Sr-90;
 - 300 Area Polyphosphate In Situ Immobilization of Uranium;
 - T Tank Farm Area Extraction of Technetium-99 with treatment at ETF; and
 - Bioremediation of D Area Chromium.
 -
- Identify and perform any up-grades to existing pump and treat, in-situ redox manipulation, and soil vapor extraction system(s) required to meet the remedial action objectives.

After completion of the remedial action decision process for groundwater operable units or as directed by the Contracting Officer, the Contractor shall:

- Install any additional groundwater and deep vadose zone remediation systems specified under Interim Action or Record of Decision documents; and
- Operate these systems as specified under the appropriate RD/RAWP.

With DOE concurrence, the Contractor shall decommission groundwater and vadose zone remediation systems which have achieved final remedial action objectives.

C.2.5 Soil and Facility Remediation/Disposition

Background:

The Central Plateau facilities/buildings include structures that are or have been used to support Hanford Site activities. These include the five canyon buildings (B, T, and U Plant Canyons, Plutonium Uranium Extraction [PUREX] Plant, and Reduction Oxidation [REDOX] Canyon); large material processing, storage, or handling facilities and the liquid tank waste evaporators; industrial buildings and general purpose buildings such as offices, shops, trailers, and water tanks. Structures may be above ground or below ground or both, and consist of facilities and/or buildings, stacks, and diversion boxes that are not in a facility or building. A significant number of these structures are not generally contaminated with radioactive materials, but may have some incidental contamination from proximity to other facilities, and rodent, bird, or insect migration. These structures also may contain some hazardous substances such as asbestos. The remaining structures contain residual radioactive material and hazardous chemicals from processing, storage, and handling activities. These facilities are either operational or being maintained under a S&M program.

The Central Plateau contains waste sites that were contaminated with radioactive and other hazardous materials as a result of past Hanford Site operations. These waste sites were grouped into process-based OUs and identified in Appendix C of the TPA for remedial investigation and remedial action decision-making purposes. The Section J Attachment entitled, *Hanford Waste Site Assignment List*, provides a list of waste sites identified by OU.

For remediation purposes, site structures and waste sites were grouped into geographical zones as indicated in the list of structures and waste sites included in the Section J Attachments entitled, *Hanford Site Structures List* and *Hanford Waste Site Assignment List*, respectively.-

Pipelines and related ancillary equipment that were used to route waste between facilities, underground tanks, and waste sites are being identified and mapped to the appropriate disposition decision pathway and geographical zone.

C.2.5.1 Facility and Waste Site Minimum-Safe Operations

General Scope:

The Contractor shall perform surveillance and system, structural and other maintenance on assigned Hanford Site structures and waste sites identified in the Section J Attachments entitled, *Hanford Site Structures List* and *Hanford Waste Site Assignment List*, respectively.

Detailed Scope and Requirements:

The Contractor shall:

- Maintain a graded S&M program consistent with the condition of the individual facilities, buildings and/or waste sites; the hazards identified through Integrated Safety Management and other appropriate analyses; and the plans for closure.
- Perform S&M activities as required to maintain minimum safe and other conditions (e.g., requirements to support personnel occupancy in those buildings that are occupied or otherwise being used) in accordance with applicable laws, regulations, and documented safety analyses.
- Make appropriate decisions on maintenance and upgrade of facility/building support equipment and systems, including decisions to run-to-failure, based on the need for use of the facility/building to perform work under this Contract and maintain required regulatory monitoring systems.

C.2.5.2 Facility OU Decision Document Activities

General Scope:

The Contractor shall obtain decision documents necessary to establish disposition decisions for assigned facilities/buildings.

Detailed Scope and Requirements:

The Contractor shall:

- Prepare, submit, and receive approvals for all regulatory and other supporting documentation required to establish disposition decisions for assigned Hanford Site structures identified in the Section J Attachment entitled, *Hanford Site Structures List*. Facility/building disposition decisions shall be integrated and compatible with groundwater and waste site disposition decisions.
- Provide support to DOE in the disposition and resolution of comments from regulators and stakeholders on decision, regulatory, and supporting documentation for facility/building disposition. Prepare and submit revisions to these documents as needed to reflect changes resulting from disposition and resolution of comments.
- Provide support to DOE in executing its owner role with regulators and stakeholders in the preparation, submission, and approval of regulatory and supporting documentation.

C.2.5.3 Remediation Optimization

General Scope:

The Contractor shall prepare and submit a plan for sequencing and structuring the content of Records of Decision and other disposition decision documents for facility/building and waste site elements contained in geographical zones.

The Contractor shall prepare, submit, and maintain a plan for sequencing all geographical zone remediation activities.

The Contractor shall prepare a *Conceptual Design Report* (as defined in DOE O 413.3A and DOE M 413.3-1, *Project Management for the Acquisition of Capital Assets*, Chapter 5, for an environmental remediation project) for each geographical zone. The *Conceptual Design Report* shall support closure or other disposition of each facility/building and waste site element contained within the geographical zone.

Detailed Scope and Requirements:

The Contractor shall:

- Prepare and submit a plan for sequencing and structuring the content of Records of Decision and other disposition decision documents for facility/building and waste site elements contained in geographical zones (Deliverable C.2.5.3-1). The plan shall identify the grouping and sequence of Records of Decision and other disposition decision documents for facility/building and waste site elements contained within OUs that optimizes establishing disposition decision documents for facility/building and waste site elements contained within geographical zones against planning, design and initiation of field remediation and other disposition activities leading to zone closure.
- Prepare and submit a plan for sequencing geographical zone remediation activities that results in the most effective use of resources when considering equipment procurement and staging, workforce mobilization/demobilization, workforce leveling, workforce skill-mix, and other remediation/disposition project execution parameters (Deliverable C.2.5.3-2). Revise and submit the plan as disposition decision documents are received if they impact the conclusions presented in the geographical zone remediation sequence plan.
- Support DOE in discussions with regulators to sequence decisions and remediation activities consistent with a geographical zone remediation approach.
- Identify appropriate sections of OU Records of Decision, OU Draft A Remedial Design/Remedial Action Work Plan packages, and other disposition decision documents associated with and applicable to the individual facility/building and waste site elements contained in geographical zones.
- Use the identified disposition decision documents to prepare and submit for DOE approval, a *Conceptual Design Report* (as defined in DOE O 413.3A and DOE M 413.3-1, *Project Management for the Acquisition of Capital Assets*, Chapter 5, for an environmental remediation project) for each Central Plateau geographical zone, except for zone 21, *Integrated Disposal Facility*; zone 23, *100 Area*; and zone 25, *300 Area*. (Deliverable C.2.5.3-3). The *Conceptual Design Report* shall address closure or other disposition of each facility/building and waste site element contained within the geographical zone. The *Conceptual Design Report* shall be prepared to support initiation of zone closure sub-projects.

C.2.5.4 Remediation – Closure

General Scope:

As authorized by the Contracting Officer, the Contractor shall complete field remediation and other disposition activities for zone closure sub-projects or other identified facilities, buildings, and/or waste site elements contained within geographical zones.

The Contractor shall prepare and submit all regulatory and other documentation required to document the completion of geographical zone closure. The Contractor shall complete all Critical Decision-4 (CD-4), *Project Closure* actions (as defined in DOE O 413.3A and DOE M 413.3-1, *Project Management for the Acquisition of Capital Assets*) required to transition a geographical zone from the DOE Office of Environmental Management to the DOE Office of Legacy Management.

Detailed Scope and Requirements:

As authorized by the Contracting Officer, the Contractor shall complete field remediation and other disposition activities identified for facility/building and waste site elements for the following geographical zones:

- U Plant Zone;
- NRDWL/BC Control Zone;
- PFP Zone;
- Semi-Works Zone;
- 200W Ponds Zone; and
- PUREX Zone.

The Hanford Site structures and waste sites included in each zone are identified in the Section J Attachments entitled, *Hanford Site Structures List*, and *Waste Site Assignment List*, respectively.

For each zone authorized, the Contractor shall:

- Prepare, if necessary, revised *Remedial Design/Remedial Action Work Plans* and any other required regulatory documentation, and submit to DOE for approval.
- Complete remediation and other disposition activities in accordance with all actions and requirements contained in regulatory and supporting documentation applicable to each zone. All final remedial actions and other disposition actions shall be completed as required to close and transition the geographical zone from EM to LM.
- Prepare documentation and otherwise support DOE in obtaining a Certificate of Completion of associated disposition actions in accordance with the TPA.
- Submit a Critical Decision-4 package meeting the requirements of DOE O 413.3A, *Program and Project Management for the Acquisition of Capital Assets* and DOE M 413.3-1, *Project Management for the Acquisition of Capital Assets* for DOE approval.
- Conduct a separate closure review with independent experts for each geographical zone to determine implemented remedies meet the required action objectives and goals in Records of Decision and other disposition decision documents.
- Submit a document package for the geographical zone that meets the content requirements for a *Hanford Site Transition Plan* (as defined in an EM/LM Joint Memorandum, *Development of Site Transition Plan, Use of the Site Transition Framework, and Terms and Conditions for Site Transition*, dated February 15, 2005) and any other applicable requirements for DOE approval.
- Transition the zone to Post-Remediation Activities (SOW Section C.2.5.5).

As directed by the Contracting Officer, the Contractor shall remediate specific waste sites or disposition specific facilities within any geographical zone as required to support reducing risk to human health or the environment, or to reduce facility/waste site oversight costs.

The Contractor shall make provisions for safe transport of borrow pit material needed to construct barriers in support of geographical zone remediation.

C.2.5.5 Post Remediation Activities

General Scope:

The Contractor shall perform post remedial actions for waste sites, structures, or geographical zones.

Detailed Scope and Requirements:

The Contractor shall:

- Maintain institutional controls and perform operations, maintenance and monitoring activities for all completed Central Plateau remedial actions in accordance with regulator approved Operation and Maintenance (O&M) Plans and Records of Decision.
- Perform other required monitoring, operations, and maintenance activities identified in other disposition decision related documents.
- Evaluate the continuing protectiveness of completed remedial actions and identify potential actions to address completed remedial actions that are determined to be not protective of human health and the environment. Document the results of this evaluation and any recommended actions for inclusion in a CERCLA 5-Year Review Report and submit the information to DOE.
- Support DOE in obtaining regulatory approval for corrective actions required to establish conditions that are protective of human health and the environment.
- Complete corrective actions identified that fall within planned maintenance activities presented in approved O&M Plans.
- Implement corrective actions that fall outside planned maintenance activities presented in approved O&M Plans after authorization from the Contracting Officer.

C.2.6 Fast Flux Test Facility

Background:

The Fast Flux Test Facility (FFTF) was a 400-MWt sodium-cooled reactor plant designed for testing nuclear reactor fuels and materials.

C.2.6.1 Maintain Safe and Compliant FFTF Complex

General Scope:

The Contractor shall maintain worker/public health and safety in accordance with all applicable safety and regulatory requirements.

Detailed Scope and Requirements:

The Contractor shall maintain the FFTF Project facilities with all applicable safety and regulatory requirements and consistent with the work direction established by Section C.3.1.2.2. Following approval of the FFTF Surveillance and Maintenance Plan, the Contractor shall perform S&M in accordance with the Plan and all applicable safety and regulatory requirements.

The Section J Attachment entitled, *Hanford Site Structures List*, identifies the FFTF Project facilities that the Contractor is responsible for maintaining in a safe and compliant condition.

C.2.6.2 FFTF Shutdown Activities

General Scope:

The Contractor shall deactivate appropriate FFTF plant systems and components and remove potential hazards to place the facility in a minimum-safe surveillance and maintenance mode.

Detailed Scope and Requirements:

The Contractor shall systematically shutdown appropriate systems, components and facilities to achieve deactivation of FFTF and support facilities consistent with the work direction established by Section C.3.1.2.2. The Contractor shall de-energize systems and drain all system fluids to the maximum extent practicable.

The Contractor shall remove remaining polychlorinated biphenyl (PCB) transformers.

C.2.7 100 K Area

Background:

The 100K Area consists of the area on the Hanford Area where the K East and K West reactor buildings and their support facilities are located. While the reactors were deactivated in the 1970-1971 timeframe, their fuel storage basins continued to operate and, since early 1975, were used to store irradiated fuel elements from the N-Reactor. Removal of fuel from the basins was completed in October 2004.

C.2.7.1 Maintain Safe and Compliant K Basin Facilities

General Scope:

The Contractor shall operate and maintain assigned K Basin facilities in a safe, compliant, energy-efficient, and cost effective manner, in accordance with the approved authorization basis.

Detailed Scope and Requirements:

The Contractor shall:

- Conduct operations, surveillance, and maintenance for assigned 100 K Area structures, waste sites, and equipment, in accordance with the approved authorization basis;
- Prepare and package waste streams for disposition, as required, and dispose, as appropriate;
- Maintain radiological and access controls to ensure personnel safety; and
- Provide safe and compliant storage of SNF at K Basins until it has been removed. (Note: For safeguards purposes, the K Basin sludge shall be managed as SNF while in the basins.)

C.2.7.2 KE Basin Demolition

General Scope:

The Contractor shall complete demolition and disposal activities of the K East basin.

Detailed Scope and Requirements:

The Contractor shall:

- Demolish the K East basin and transport to ERDF for disposal; and
- Stabilize soil beneath the basin for subsequent remediation.

C.2.7.3 K Basins Sludge Treatment System

General Scope:

The Contractor shall design, procure, construct, and perform acceptance testing of the K Basins Sludge Treatment System.

Detailed Scope and Requirements:

The Contractor shall:

- Conduct alternatives analysis for the sludge disposition;
- Complete sludge treatment and approved storage design;
- Complete sludge treatment system and post-packaging components procurements;
- Complete construction of the Sludge Treatment System and associated facilities; and
- Obtain Critical Decisions as defined in DOE O 413.3A.

C.2.7.4 K Basins Sludge Treatment

General Scope:

The Contractor shall operate the Sludge Treatment System to treat and package the sludge material (approximately 29 m³) into a waste form that is suitable for approved disposal. Treated sludge shall be transported to an approved on-site storage location.

Detailed Scope and Requirements:

The Contractor shall treat K Basins sludge in accordance with the documented safety analysis, Defense Nuclear Facilities Safety Board (DNFSB) Recommendation 2000-1 Implementation Plan, *An Implementation Plan for Stabilization and Storage of Nuclear Material*, Washington State-approved permits, the TPA, and related-CERCLA documents.

The Contractor shall treat and package the knock-out pot sludge waste stream separately from the remaining sludge waste streams.

The Contractor shall transport the treated sludge to an approved storage location.

C.2.7.5 KW Basin Demolition

General Scope:

The Contractor shall complete demolition and disposal of the K West basin.

Detailed Scope and Requirements:

The Contractor shall:

- Deactivate K West basin systems and isolate from 105 K West reactor;
- Remove/drain K West basin water and transport to 200 ETF for treatment;
- Remove and dispose of above-grade facility superstructure;
- Demolish the K West basin and transport to ERDF for disposal; and
- Stabilize soil beneath the basin for subsequent remediation.

C.2.7.6 Place K Reactors in Interim Safe Storage (ISS)

General Scope:

The Contractor shall place both K East and K West reactor buildings into an ISS configuration in accordance with all actions and requirements contained in the regulatory and supporting documentation.

Detailed Scope and Requirements:

The Contractor shall:

- Place and maintain the K East and K West production reactors in ISS status in accordance with the actions and all regulatory requirements established in the regulatory and supporting documentation;
- Complete deactivation, decontamination, decommissioning, and demolition (D4) activities up to the reactor shield wall/block, and remove associated above ground and underground structures and other systems outside of the reactor shield wall/block; and
- Complete required characterization and analysis.

The reactors will remain in ISS status after the period of performance of this Contract, and the Contractor shall transition the reactors to a successor contractor at the end of the Contract.

C.2.7.7 100 K Area Structures and Waste Sites

General Scope:

The Contractor shall complete field remediation and other disposition activities for assigned structures and waste sites contained within the 100 K Area.

The Contractor shall prepare and submit all remaining regulatory and other documentation required to document the completion of 100 K Area closure. The Contractor shall complete all Critical Decision-4 (CD-4), *Project Closure*, actions (as defined in DOE M 413.3-1, *Project Management for the Acquisition of Capital Assets*) required to transition the 100 K Area from the DOE Office of Environmental Management to the DOE Office of Legacy Management.

Detailed Scope and Requirements:

The assigned structures and waste sites included in the 100 K Area are identified in the Section J Attachments entitled, *Hanford Site Structures List*, and *Waste Site Assignment List*. In addition to the K East and K West reactor buildings addressed above, the Contractor shall complete field remediation and other disposition activities identified for the remaining 100 K Area structures and waste sites.

The Contractor shall:

- Prepare a final *Remedial Design/Remedial Action Work Plan* and any other required regulatory documentation, and submit to DOE for approval.
- Complete remediation and other disposition activities in accordance with all actions and requirements contained in regulatory and supporting documentation. All final remedial actions and other disposition actions shall be completed as required to close and transition the 100 K area from the DOE Office of Environmental Management to the DOE Office of Legacy Management.
- Prepare documentation and otherwise support DOE in obtaining a Certificate of Completion of associated disposition actions in accordance with the TPA.

- Submit a Critical Decision-4 package meeting the requirements of DOE O 413.3A, *Program and Project Management for the Acquisition of Capital Assets* and DOE M 413.3-1, *Project Management for the Acquisition of Capital Assets* for DOE approval.
- Conduct a separate closure review with independent experts to determine implemented remedies meet the required action objectives and goals in Records of Decision and other disposition decision documents.
- Submit a document package for the 100 K Area that meets the content requirements for a *Hanford Site Transition Plan* (as defined in an DOE Office of Environmental Management/DOE Office of Legacy Management Joint Memorandum, *Development of Site Transition Plan, Use of the Site Transition Framework, and Terms and Conditions for Site Transition*, dated February 15, 2005) and any other applicable requirements for DOE approval.
- Transition the 100 K Area to Post-Remediation Activities (SOW Section C.2.5.5).

C.2.8 618-10 & 618-11 Burial Ground Remediation

General Scope:

As authorized by the Contracting Officer, the Contractor shall initiate and complete field remediation and other waste disposition activities for the 618-10 and 618-11 burial grounds, in the event that these activities are not completed under the RCCC.

Detailed Scope and Requirements:

At the direction of the Contracting Officer, the Contractor shall accept the 618-10 and 618-11 burial grounds from the RCCC.

The Contracting Officer will separately and specifically authorize the major activities identified below for remediation of the 618-10 and 618-11 burial grounds.

Following acceptance, when authorized the Contractor shall:

- Complete any required characterization or confirmatory sampling and analysis activities.
- Prepare and submit a Remedial Design package for DOE approval. Disposition of the 618-10 and 618-11 burial grounds was addressed under the 300-FF-2 Record of Decision. The Remedial Design will fulfill all requirements and comply with any constraints identified in this and other applicable regulatory documents. The Remedial Design package shall include:
 - Analysis of all characterization and confirmatory sampling, other field investigation activities, previous remedial design development work, and other applicable historical information.
 - Identification and analysis of potential retrieval and packaging technologies that could be applied to remediation of the burial grounds.
 - Identification of the technology selected for retrieval and packaging of waste materials with a supporting engineering analysis and design for application of the technology to burial ground remediation.
 - Identification of proposed waste disposal pathways for material retrieved during remediation of the burial grounds and an analysis that determines the material as treated and/or packaged will comply with all applicable transportation and waste

- acceptance criteria.
- Identification of any required Government-Furnished Services and Information needed to support remediation of the burial grounds.
- Estimate of cost and a proposed schedule for remediation of the burial grounds.
- Other information needed to meet the requirements of DOE M 413.3-1, *Project Management for the Acquisition of Capital Assets*.
- Complete any required Engineering Evaluation/Cost Analysis (EE/CA), Removal Action Work Plans (RAWP), and any other required regulatory documentation.
- Complete field remediation activities in accordance with all actions and requirements established in applicable regulatory and supporting documentation.
- Prepare documentation and otherwise support DOE in obtaining a Certificate of Completion of associated disposition actions in accordance with the TPA. Provide support to DOE in executing its owner role with regulators and stakeholders in the preparation, submission, and approval of regulatory and supporting documentation.

C.3 DESCRIPTION OF PROJECT SUPPORT PERFORMANCE REQUIREMENTS

The Section includes project support activities not identified in other Sections of the Contract. One of the purposes of this Section is to assist in describing the specific responsibilities of the PRC within Hanford cross-cutting programs.

C.3.1 Project Management

The Contractor shall provide all management and technical information to:

- Meet the requirements of DOE O 413.3A, *Program and Project Management for the Acquisition of Capital Assets* and DOE M 413.3-1, *Project Management for the Acquisition of Capital Assets*;
- Support the budget formulation activities including, but not limited to emerging work items list; budget formulation input (including Integrated Priority List), fall limited budget update submission, budget scenario development, and, budget presentations (such as public and regulatory briefings, etc.);
- Meet the data requirements of the DOE Integrated Planning, Accountability and Budgeting System;
- Support audits, evaluations, and external technical reviews; and
- Support other DOE project performance assessments and information needs.

All project management information developed under this Contract shall be accessible electronically by DOE.

C.3.1.1 Project Integration and Control and Earned Value Management

The Contractor shall prepare and submit for DOE approval (Deliverable C.3.1.1-1), a *Project Execution Plan* (PEP), consistent with the requirements in DOE O 413.3A, and DOE M 413.3-1. The PEP shall describe the approach for managing and controlling all activities necessary to

execute this Contract and shall focus on Contractor policies, methods, and approach to provide integration and control of scope, schedule and cost information.

The Contractor shall provide as an attachment to the PEP, a *Project Control System Description* that complies with the requirements of DOE O 413.3A, DOE M 413.3-1, and American National Standards Institute (ANSI)/Electronic Industries Alliance (EIA)-748-A-1998 *Earned Value Management Systems (EVMS)*.

The *Project Control System Description* shall describe the management processes and controls that shall be used to implement an EVMS, manage and control work, and complete Contract requirements. The *Project Control System Description* shall include:

- The baseline development process and the hierarchy of documents that shall be used to describe and maintain the PRC Performance Measurement Baseline (PMB) (See Section C.3.1.2.1, *Performance Measurement Baseline*);
- The process the Contractor intends to use for earned value management, change control, configuration control, interface control, and document control;
- The organizational breakdown structure, including roles and responsibilities of each major organization and identification of key management personnel; and
- A list of project software the Contractor proposes to use for project control.

The Contractor shall comply with the requirements of the Section I Clause entitled, *FAR 52.234-4, Earned Value Management System*, and have the EVMS evaluated against the ANSI standard by a qualified, independent third party selected by the DOE Office of Engineering and Construction Management (DOE-OECM). Upon completion of the evaluation and closure of all corrective actions, DOE-OECM will certify the Contractor's EVMS as compliant with the ANSI standard. Subsequent to the initial evaluation and certification, DOE-OECM may at any time require the Contractor to repeat the evaluation and certification process. The Contractor shall provide all necessary support to conduct the initial and any subsequent evaluations and closure of all corrective actions.

The Contractor shall flow down EVMS requirements in accordance with the Section I Clause entitled, *FAR 52.234-4, Earned Value Management System*.

Upon DOE approval of the PEP, the Contractor shall fully implement the *Project Control System Description*. The Contractor shall obtain Contracting Officer approval prior to implementing materially significant changes to the PEP. The Contractor shall provide DOE with access to all pertinent records, data, and plans for purposes of initial approval, approval of proposed changes, and the ongoing operation of the project control system.

C.3.1.2 Project Scope, Schedule, and Cost Baseline

C.3.1.2.1 Performance Measurement Baseline

The Contractor shall develop and maintain a PRC Project Performance Measurement Baseline (PMB). The PMB is an integrated and traceable technical scope, schedule, and cost life-cycle baseline that encompasses all activities to execute the requirements of this Contract and complete Central Plateau remediation and closure.

The PMB shall include the following:

- Technical Scope. The following baseline documents shall be viewed collectively as the technical scope for the cost/schedule control system:
 - Contract *Statement of Work* and other Sections that define work scope and requirements;
 - Waste Site and Facility Lists;
 - Approved interface control documents;
 - WBS Dictionary Sheets required to a WBS level to be determined by DOE. (The WBS submittal shall include a data column which cross references the WBS elements at the lowest level to the appropriate CLIN);
 - Schedule at a WBS level to be determined by DOE; and
 - Time-phased, life-cycle cost estimate at a WBS level to be determined by DOE.

The PMB shall comply with the following requirements:

- The scope, cost, and schedule shall be linked through utilization of the WBS provided by DOE or as otherwise approved by DOE. The WBS shall provide the structure for all project control system components, including estimating, scheduling, budgeting, and project performance reporting, as required under this contract. Control accounts within the WBS shall be identified.
- The baseline and management thereof shall comply with *ANSI/EIA-748-A-1998 Earned Value Management Systems (EVMS)*, DOE O 413.3A, *Program and Project Management for the Acquisition of Capital Assets* and DOE M 413.3-1, *Project Management for the Acquisition of Capital Assets*.
- The schedule shall:
 - Include all significant external interfaces, all TPA milestones, other regulatory and DNFSB commitments, and GFS/I dependencies.
 - Be an integrated, logical network-based plan that correlates to the WBS and is vertically traceable to the EVMS control accounts. The schedule shall be capable of summarizing from control accounts to higher WBS levels.
- Any additional working level schedules deemed necessary by the Contractor shall be integrated with the PMB and able to provide earned value reporting in compliance with *ANSI/EIA-748-A-1998 Earned Value Management Systems (EVMS)*.
- The cost estimate shall include project resource plans, detailed resource estimates, basis of estimates, budgetary requirements, and identification of direct costs, indirect costs, management reserve, and fee.
- The method used to determine earned value shall be identified for each control account.
- The baseline shall be accessible to DOE at any time through access to electronic files.
- The PMB shall integrate with
 - Financial system(s) for consistency and accurate reporting of information with traceability to budget and report codes;
 - DOE, Congressional, and external commitments; and
 - Performance milestones including contract performance incentives and other performance measures established by DOE.

C.3.1.2.2 Performance Measurement Baseline Submittals

Prior to the completion of the Transition Period, DOE will provide work scope direction that will be in effect from initiation of the *Base Period* until DOE approval of the Contractor's initial *Performance Measurement Baseline* submittal.

The Contractor shall develop and submit an initial PMB (Deliverable C.3.1.2.2-1) with subsequent annual updates (Deliverable C.3.1.2.2-2) for DOE approval through the baseline change control process. The initial PMB and subsequent updates shall include:

- A working-level of detail for the current period through up to three fiscal years as directed by DOE to support submittal of the next budget, including sufficient detail to govern execution of the contract work scope for that period.
- A planning level of detail which starts with the next fiscal year and addresses contract work scope and the remaining Central Plateau life-cycle, including sufficient detail to support budget submittals and out-year planning.
- Sufficient detail through the upcoming five year period to support DOE External Independent Review.

The PMB submittal shall include both hard copies and electronic files for the:

- WBS and WBS Dictionary Sheets at the level in which the costs are collected. The WBS submittal shall include a cross-reference of the WBS elements to the assigned CLIN consistent with the *Contract Line Item Number Assignment Against Contract Structure* table in the Section J Attachment J-11, entitled *Supplemental Work Description Tables*.
- Time-phased cost estimate at a WBS level to be determined post-award by DOE.
- Basis of estimate at a WBS level to be determined post-award by DOE.
- Time-phased resource-loaded schedule at a WBS level to be determined post-award by DOE.

The Contractor shall provide the WBS, WBS dictionary data, and basis of estimate data in either Microsoft Word[®] or Microsoft Access[®] format. Cost data shall be provided in Microsoft Access[®] or Excel[®] format and the schedule shall be provided utilizing the current version of Primavera Systems, Inc., Enterprise for Construction[®] software unless agreed to otherwise by DOE.

Approval of the initial baseline, annual updates, or approved baseline changes shall constitute DOE authorization for specific work scope in CLIN 3 and any work to be authorized in CLIN 4.

The Contractor shall provide additional data that may be required by the MSC for development of the Hanford Site-wide life-cycle baseline.

The Contractor shall support DOE External Independent Review and Energy Systems Acquisition Advisory Board (ESAAB) review of the initial submittal of the PMB and follow-on reviews of annual updates.

C.3.1.2.3 Performance Measurement Baseline Change Control Process

The PMB change process shall be sufficiently rigorous and disciplined to ensure that the PMB is accurate, up-to-date and capable of providing meaningful data and information.

The Contractor shall:

- Develop and submit for DOE approval, a *PRC Performance Measurement Baseline Change Control Process* document (Deliverable C.3.1.2.3-1) with change authorities consistent with the approved *Project Execution Plan* and DOE O 413.3A *Program and Project Management for the Acquisition of Capital Assets*.
- Implement the *Project Baseline Change Control Process* with the PMB used as the reference for all baseline changes.

The Contractor baseline change control process shall be consistent with the DOE change control process and shall reflect levels of approval for actions with DOE thresholds and any constraints on moving funds from one PBS to another.

C.3.1.3 Project Performance Reporting

The Contractor shall provide DOE with the necessary project performance information to support budget planning, execution, and reporting; project planning and execution; audit and evaluation; and other DOE performance assessment and information needs.

C.3.1.3.1 Monthly Performance Report

The Contractor shall submit and transmit to DOE a *Monthly Performance Report* representing the prior month's performance by the last Tuesday of each month (Deliverable C.3.1.3.1-1).

The Monthly Performance Report shall include a summary of overall contract performance and a separate report for each of the major projects at the PBS level.

The summary of overall Contract performance shall include:

- Key accomplishments;
- Major issues including actions required by the Contractor and DOE; and
- Analysis of funds expenditure, with projections for the Project by Fiscal Year and life of the Contract.

Each of the major project reports shall include:

- Project manager's narrative assessment including:
 - Significant accomplishments and progress towards completion of project goals and objectives; and
 - Key risks and challenges.
- Evaluation of safety performance (including Integrated Safety Management Systems [ISMS] metrics and all recordable injuries, lost-time injuries, and near-misses).
- Business structure information to demonstrate ongoing compliance with the requirements of the Section H clause entitled, *Self Performed Work*.
- Project Baseline Performance including:
 - EVMS information using the following OMB Contract Performance Report formats (DID-MGMT-81466):

- Format 1, DD Form 2734/1, Mar 05, *Work Breakdown Structure*;
 - Format 2, DD Form 2734/2, Mar 05, *Organizational Categories*;
 - Format 3, DD Form 2734/3, Mar 05, *Baseline*;
 - Format 4, DD Form 2734/4, Mar 05, *Staffing*; and
 - Format 5, DD Form 2734/5, Mar 05, *Explanations and Problem Analysis*.
- Baseline schedule status, which reflects progress against the baseline and includes critical path analysis, performance trends, variance discussion(s), and potential issues related to TPA or DNFSB milestones.
 - Contract estimates-to-complete.
 - A change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from any implemented actions; and that discusses any known or pending baseline changes and utilization of management reserve.
- Project Risk Assessment, including identification of critical risks, actions planned, and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation.
 - Actions required by DOE, including GFS/I and DOE decisions.

C.3.1.3.2 Project Review Meetings

The Contractor shall participate in a monthly contract/project review and be prepared to address any of the information in the monthly report and other information as requested by DOE. A weekly contract or project status meeting shall be conducted at DOE request to provide interim updates and address issues.

C.3.1.4 Risk Management

Risk and decision management activities shall be coordinated on a continuing basis with the DOE (as lead) and the other Hanford Site contractors. Contractor risk analysis information pertaining to “cross-cutting” decisions shall be communicated to DOE and other Hanford Site contractors, including agreement as to who should be the lead for managing each risk.

The Contractor shall implement a risk management process in compliance with the *Project Execution Plan*, DOE O 413.3A, *Program and Project Management for the Acquisition of Capital Assets*; and, DOE M 413.3-1, *Project Management for the Acquisition of Capital Assets*.

The Contractor shall provide a *Risk Management Plan* (Deliverable C.3.1.4-1) to DOE for approval. The plan shall identify the engineering and technology needs that are required to reduce the risk and uncertainty associated with the program or project, address scenario development, risk strategy, risk communication, risk analysis, and the recommended management reserve required to adequately address Contractor-controlled risk. The Plan shall include metrics to determine effectiveness.

C.3.1.5 Design, Procurement, Construction, and Acceptance Testing

This Section applies to all capital asset construction activities performed as part of executing this Contract. In the context of this Section, the terms “acceptance testing” and “acceptance”

refer to the Contractor's testing and acceptance of PRC-related systems and equipment. The Contractor shall provide the necessary documents to support the critical decision process in DOE O 413.3A, *Program and Project Management for the Acquisition of Capital Assets*.

C.3.1.5.1 Project Design

- Design Authority: The Contractor shall act as the design authority unless otherwise determined in accordance with DOE O 413.3A, with duties to include developing design solutions, preparing all design media and documentation, maintaining the design basis, and performing design reviews.
- Design Standards: The Contractor shall submit for DOE approval a list of the standards to be used in the design of facilities and equipment (Deliverable C.3.1.5.1-1). The Contractor shall ensure that the project's design meets all applicable standards, and that the list of applicable standards is maintained under configuration control. The Contractor shall integrate safety into the design process.
- Design Reviews: The Contractor shall conduct periodic design, constructability, and operability reviews. When directed by DOE, the Contractor shall facilitate independent DOE design reviews in support of the requirements of DOE O 413.3A, to demonstrate that the project will perform its intended functions and meets requirements. The Contractor shall provide the design at the end of the three (3) design stages (conceptual, preliminary and final), or as otherwise directed by DOE, for DOE review. The Contractor shall resolve any comments resulting from these reviews with DOE.
- Release for Construction: Upon receipt of Critical Decision 3, *Approve Start of Construction*, and resolution of DOE comments, DOE will authorize the Contractor to release the design for construction.

C.3.1.5.2 Procurement, Construction, and Acceptance

The Contractor shall prepare and submit a *Procurement, Construction, and Acceptance Testing Plan* for DOE approval, and update the Plan as required after initial submission (Deliverable C.3.1.5.2-1). The Plan shall include:

- Description of procurements, construction bids, and work packages;
- Construction management;
- Construction site management;
- Acceptance testing; and
- Descriptive linkage to the *Project Execution Plan* and the *Integrated Safety Management System Description*.

The Contractor shall procure all required material and equipment through the preparation of bid packages and solicitations; evaluating, awarding, and managing subcontracts; accepting subcontractor materials and equipment; and verifying subcontractor acceptance tests.

The Contractor shall submit a *Purchasing System* for DOE approval in accordance with the Section I Clause entitled, *Subcontracts* (Deliverable C.3.1.5.2-2).

The Contractor shall certify to DOE that construction has been initiated.

The Contractor shall maintain a construction inspection system and acceptance testing system, and perform such inspections and testing, as well as ensure that the work performed under the Contract conforms to Contract requirements. The Contractor shall maintain complete inspection and testing records and make them available to DOE. DOE shall be allowed to participate in acceptance testing and system turnover or may elect to use independent inspectors to participate in acceptance testing and system turnover. The Contractor shall develop and submit for DOE approval an integrated *Construction and Acceptance Testing Program* (Deliverable C.3.1.5.2-3) that includes the following elements:

- Verification and approval of all vendor drawings to assure conformity with the approved design and working drawings and specifications;
- Acceptance test plans and procedures for on-site Contractor/subcontractor inspection of construction workmanship, compliance with design drawings and specifications, management of the design construction changes, and criteria for acceptance of fabricated and constructed items; and
- Integrated construction acceptance test plans and inspection of construction to assure adherence to approved working drawings and specifications.

The Contractor shall prepare for DOE review and approval an *As-built Program Description* (Deliverable C.3.1.5.2-4). The as-built process and associated procedures shall identify:

- Description of the as-built process, including the role of DOE and the operations contractor. The operations contractor shall participate in acceptance of the as-built design, following construction, and commissioning;
- Drawing series to be as-built;
- Document control process for maintaining as-built; and
- Procedures for modification of the as-built.

During the construction and acceptance phase, the Contractor shall remain current on the process and facility as-built program. The Contractor shall report the status of the as-built program in accordance with the process defined in the *Procurement, Construction, and Acceptance Testing Plan*.

The Contractor shall provide all necessary labor, equipment, materials, test equipment, spare parts sufficient to maintain all structure, systems, and components in an operable condition, and other related resources for the acceptance testing program.

DOE, and other Hanford Site contractor personnel identified by DOE, shall be invited to participate in all construction project overview activities. Construction overview activities include any meeting that discusses significant issues associated with the establishment, development, and/or progress of the construction activities.

The Contractor shall certify to DOE that facility acceptance has been completed. Completion of facility acceptance is defined when all components and systems associated with the facility have been installed, functionally tested and the facility design as-built documents are complete in accordance with the *Procurement, Construction, and Acceptance Testing Plan*. Facility acceptance shall require acceptance of components and systems, including as-built design drawings.

The Contractor shall provide CD-4 documentation in accordance with DOE O 413.3A, *Program and Project Management for the Acquisition of Capital Assets* and DOE Office of Environmental Management guidance.

C.3.2 Integrated Safety Management System

The Contractor shall establish and maintain an Integrated Safety Management System (ISMS) in accordance with the requirements of the Section I Clause entitled, *Integration of Environmental, Safety and Health into Work Planning and Execution*, Section I Clause entitled, *Laws, Regulations, and DOE Directives*; and the Section B Clause entitled, *Conditional Payment of Fee, Profit and Other Incentives*.

The ISMS Description shall describe how ESH&Q is integrated into the Contractor's work planning and execution process; clearly communicate the roles, responsibilities, and authorities of line managers; hold line managers accountable for the performance of work in a manner ensuring protection of workers, the public, and the environment; and ensure quality work and products.

The Contractor shall formally adopt an existing ISMS Description prior to commencing work. This adopted Description shall be submitted to DOE for information (Deliverable C.3.2-1). The Contractor shall develop and submit for DOE approval its own ISMS Description, for ISM Phase I and Phase II verification at a later date (Deliverable C.3.2-2). The Contractor shall update the ISMS Description and obtain DOE approval annually or as required to reflect changing conditions and contractor responsibilities (Deliverable C.3.2-3). The ISMS shall include an integrated Environmental Management System (EMS) developed pursuant to the DOE O 450.1A, *Environmental Protection Program* (or current version).

In accordance with the DOE M 450.4-1, *Integrated Safety Management System Manual*, the Contractor shall develop and submit *Authorization Agreements* (AA) (Deliverable C.3.2-4) to DOE for approval. The AAs are the mechanism whereby DOE and the Contractor jointly clarify and agree to the key conditions for conducting work safely, effectively, and efficiently for Hazard Category 1, 2, and 3 nuclear facilities. The Contractor shall update the AAs and obtain DOE approval annually or as required to reflect changing conditions and contractor responsibilities.

The Contractor shall flow the applicable ISMS/ESH&Q requirements down to all levels of self-performed work and all tiers of subcontracted work performance, and promptly identify and correct areas of non-compliance and performance concerns on self-performed and subcontracted levels of work performance.

The Contractor shall pursue continuous improvement through the establishment, tracking, and annual updating of *ISMS/ESH&Q Performance Objectives, Measures, and Commitments* (Deliverable C.3.2-5).

C.3.2.1 Environmental Regulatory Management

The Contractor shall establish an environmental program which is compliant with applicable laws, regulations, DOE directives (including DOE O 450.1, *Environmental Protection Program*), and the Section H Clause entitled, *Environmental Responsibility*.

The Contractor shall provide MSC with the necessary support for MSC to:

- Develop an inclusive Site-wide Environmental Management System (EMS) Program Management Plan that complies with DOE O 450.1;
- Perform Site-wide environmental permits/licenses responsibilities, including maintenance, application and reporting;
- Track, trend, and evaluate all Site-wide enforcement actions, compliance issues, and regulatory inspections conducted and planned at the Hanford Site;
- Provide Site-wide TPA technical support to DOE;
- Establish, manage, and maintain integrated Hanford Site Administrative Records and Public Information Repository.

The Contractor shall submit for DOE approval, an *Environmental Protection and Compliance Plan* (Deliverable C.3.2.1-1), which describes the current environmental protection and compliance framework, proposed changes to this framework, and the proposed approach to maintain compliance with the TPA and other regulatory permits and requirements throughout the duration of the Contract. The Contractor shall update the *Environmental Protection and Compliance Plan* and obtain DOE approval, annually or as required to reflect changing conditions and contractor responsibilities

The Contractor shall manage its facilities, waste management units, and operable units to assure compliance with environmental requirements and agreements. The Contractor shall integrate their environmental permitting and regulatory compliance activities with the Hanford site-wide permitting and compliance framework, including, but not limited to, the *Hanford Air Operating Permit and the Hanford Facility RCRA Permit (WA7890008967)*.

The Contractor shall work with the MSC and other designated Hanford Site contractors in providing legally and regulatory required information associated with air and liquid effluent and other environmental permitting actions. The Contractor shall prepare, submit, and receive DOE and regulatory approvals for all additional regulatory and supporting documentation required to complete the work under this Contract.

The Contractor shall interface with the MSC and other designated contractors in providing legally and regulatory required air and liquid effluent and near facility environmental monitoring data. The Contractor shall collect, compile, and/or integrate air and liquid effluent monitoring data from operations and activities under their control. The Contractor shall compare the monitoring data with regulatory and/or permit standards applicable to their activities and/or operations and provide the data and analyses to the MSC or other designated contractors for use in preparing the mandatory state and Federal environmental reports for the Hanford Site, including the Hanford Site Environmental Report.

The Contractor shall provide all necessary support to DOE in executing its owner role with regulators and stakeholders in the preparation, submission, and approval of regulatory and supporting documentation. As part of this responsibility, the Contractor is encouraged to propose beneficial changes to the regulatory approach.

C.3.2.2 Nuclear Safety

DOE will execute its nuclear safety responsibilities in accordance with DOE O 410.1. The Contractor shall adopt existing DOE-RL approved safety basis documentation for PRC Hazard Category 1, 2 and 3 nuclear facilities. These safety basis documents shall be

revised/updated within 12 months of award of the Contract and submitted to DOE-RL for approval.

The Contractor shall maintain, implement, and annually update (Deliverable C.3.2.2-1) the nuclear safety basis documents and analyses for its Hazard Category 1, 2, and 3 facilities in accordance with 10 CFR 830, Subpart B, *Nuclear Safety Management*.

For new Hazard Category 1, 2, and 3 nuclear facilities or major modifications to nuclear facilities, the Contractor shall develop new safety basis documents, including a preliminary documented safety analysis, documented safety analysis, and technical safety requirements that incorporate the expectations identified in DOE G 421.1-2, *Implementation Guide for Use in Developing Documented Safety Analyses to Meet Subpart B of 10 CFR 830*, and DOE G 423.1-1, *Implementation Guide for Use in Developing Technical Safety Requirements*. The contractor shall integrate nuclear safety into the design process.

As required by 10 CFR 830.203, *Unreviewed Safety Question Process*, the Contractor shall formally adopt an existing USQ process prior to commencing work. This adopted process shall be submitted to DOE for approval (Deliverable C.3.2.2-2). The Contractor shall develop and submit for DOE approval its own USQ process at a later date (Deliverable C.3.2.2-3) that incorporates the expectations identified in DOE G 424.1-1A, *Implementation Guide for Use in Addressing Unreviewed Safety Question Requirements*.

The Contractor shall maintain the nuclear safety basis documents under a configuration management program. The Contractor shall review new work scope against the documents prior to implementation using the DOE-approved USQ process, and obtain DOE approval on necessary nuclear safety basis document changes prior to implementation.

The Contractor shall ensure that the safety related structures, systems, and components relied upon to meet the requirements of the nuclear safety basis documents are identified and maintained appropriate to their classification with sufficient reliability to enable timely performance of mission work.

C.3.2.3 Worker Safety and Health

The Contractor shall implement a worker safety and health program that reduces or prevents occupational injuries, illnesses, and accidental losses by providing workers with a safe and healthful workplace. This program shall implement a structured, standards-based approach to planning and control of work including identification and implementation of worker safety and health standards and requirements that are appropriate for the work to be performed and for identifying and controlling related hazards, while facilitating the effective and efficient deliver of work. The program shall meet the requirements of 10 CFR 851, *Worker Safety and Health Program*.

The Contractor shall formally adopt an existing 10 CFR 851-compliant Worker Safety and Health Program prior to commencing work. This adopted Program shall be submitted to DOE for approval (Deliverable C.3.2.3-1). The Contractor shall develop and submit for DOE approval its own 10 CFR 851-compliant Worker Safety and Health Program at a later date (Deliverable C.3.2.3-2). The Contractor shall update the Worker Safety and Health Program and obtain DOE approval as required to reflect changing conditions and contractor responsibilities.

The Contractor shall promote a “Safety Conscious Work Environment” and “Human Performance Improvement” environment in which safety issues are promptly identified and effectively resolved, and in which employees are free to raise safety issues free of recrimination, harassment, intimidation, or other actions that induce peer pressure to not raise safety issues or otherwise create an environment where safety issues are not identified and resolved.

The Contractor shall document and implement a Radiation Protection Program as required by 10 CFR Part 835.101, *Radiation Protection Programs*. The Contractor shall formally adopt an existing Radiation Protection Program prior to commencing work. This adopted Radiation Protection Program shall be submitted to DOE for approval (Deliverable C.3.2.3-3). The Contractor shall develop and submit for DOE approval its own Radiation Protection Program at a later date (Deliverable C.3.2.3-4). The Contractor shall obtain DOE approval for updates to the Program, as required.

The Contractor shall formally adopt an existing Chronic Beryllium Disease Prevention (CBDP) Program prior to commencing work. This adopted Program shall be submitted to DOE for approval (Deliverable C.3.2.3-5). The Contractor shall support MSC development of a Site-wide CBDP Program in accordance with 10 CFR Part 850, *Chronic Beryllium Disease Prevention Program*. Upon DOE approval of the CBDP Program, the Contractor shall implement the Site-wide program.

Many of the Hanford Projects have achieved DOE Voluntary Protection Program (VPP) recognition at the Merit and STAR levels. The Contractor shall support and facilitate transition and maintenance of this achievement by the workforce until such time as the Contractor can apply for recognition as a new entity.

C.3.2.4 Quality

Quality Assurance programs apply to all contract requirements and are not limited to environment, safety, and health functions. The Contractor shall develop documented Quality Assurance (QA) Program(s) that implement the following requirements:

- DOE O 414.1C, *Quality Assurance*;
- Code of Federal Regulation, Title 10, Part 830, *Nuclear Safety Management*, Subpart A, *Quality Assurance Requirements*;
- DOE/CBFO-94-1012, DOE Carlsbad Field Office, *Quality Assurance Program Description*, Revision 8, for WIPP-related activities; and
- DOE/RW-0333P, DOE Office of Civilian Radioactive Waste Management, *Quality Assurance Requirements and Description*, Revision 18, for activities related to disposal at Yucca Mountain, including submission of Quality Assurance Quarterly Status Report on Spent Nuclear Fuel Activities (Deliverable 3.2.4-5).

The Contractor shall formally adopt an existing:

- QA Program(s) prior to commencing work. This adopted Program(s) shall be submitted to DOE for *approval* (Deliverable C.3.2.4-1). The Contractor shall develop and submit for DOE approval its own QA Program(s) at a later date (Deliverable C.3.2.4-2). The Contractor shall obtain DOE approval for QA Program updates, as required.
- Assurance System Description prior to commencing work. This adopted Description shall be submitted to DOE for information (Deliverable C.3.2.4-3). The Contractor shall develop and submit for DOE approval its own Assurance System Description at a later date (Deliverable C.3.2.4-4).

C.3.2.5 Event Reporting and Investigation

The Contractor shall report all environmental, safety, and health events and information as required in CRD M 231.1-1A, *Environment, Safety, and Health Reporting*; DOE O 450.1, *Environmental Protection Program*; and DOE O 5400.5, *Radiation Protection of the Public and the Environment*. The Contractor shall flow down the applicable reporting requirements to all levels of self-performed work and all tiers of subcontracted work performance. The Contractor shall consolidate all information and serve as a single point of reporting to DOE for all environmental, safety, and health events and information associated with the Contractor's work scope.

The Contractor shall support Type A and conduct Type B accident investigations for accidents occurring on all self-performed and subcontracted work activities, as required in CRD O 225.1A, *Accident Investigations*. The Contractor shall establish and maintain readiness to respond to an accident; respond to all accidents; mitigate potential accident consequences; assist in preserving, collecting, and processing information and evidence from the scene of the accident; and provide all necessary support required to investigate the accident and support an accident investigation board.

The Contractor shall develop and maintain an effective Lessons Learned Program to capture lessons learned from both internally and externally identified deficiencies and good practices. The Lessons Learned Program shall be rigorous and comprehensive such that the Contractor can demonstrate actions taken to address significant occurrences from both inside and outside of the DOE complex. Lessons learned information should be targeted and made available to the personnel in the Contractor's organization actually conducting the type of work involved and most able to benefit from the information.

C.3.3 Security and Emergency Services

C.3.3.1 Safeguards and Security Management

C.3.3.1.1 Safeguards and Security Program Management

The Contractor shall coordinate and interface with the MSC and its subcontractors who provide SAS services (e.g., Hanford Site access control, security police officers, vulnerability analysis, etc.).

The Contractor shall perform the following SAS program management functions:

SAS Program Planning, Oversight, and Administration

The Contractor shall identify and coordinate their SAS operational planning activities with MSC operational planning activities on a Hanford Site-wide basis.

The Contractor shall provide SAS technical, cost, and schedule performance information to the MSC.

Security Conditions (SECON)

The Contractor shall conform to and comply with the DOE SECON system.

The Contractor shall comply with any protective measure requirements that may be implemented in the event of a crisis or emergency, and/or in response to a malevolent or terrorist threat to any or all DOE facilities, assets, and personnel.

Site Safeguards and Security Plan and Other SAS Plans

The Contractor shall provide information to the MSC in support of maintaining the Hanford *Site Safeguards and Security Plan* and other SAS plans.

Vulnerability Assessments

The Contractor shall provide the necessary operational and technical expertise in support of the preparation of vulnerability assessments, security analyses, and special SAS studies and evaluations as identified by the MSC for the Hanford Site.

Design Basis Threat (DBT)

The Contractor shall implement SAS actions, procedures, and/or processes as assigned by DOE that are necessary to comply with DOE DBT requirements. Overall DBT implementation actions and/or plans shall be consolidated and prepared by the MSC and approved by the DOE.

Performance Assurance

The Contractor shall provide information to the MSC to support preparation of the Hanford Site-wide Performance Assurance Program Plan as part of the *Site Safeguards and Security Plan*.

Surveys, Reviews, and Assessments

The Contractor shall provide operational and technical expertise, when requested, to support SAS surveys, reviews, assessments and/or SAS performance tests (e.g., force-on-force exercises) that are conducted by the MSC and/or DOE for SAS program elements.

The Contractor shall identify, implement, and close corrective actions for PRC deficiencies in accordance with the SAS corrective action management programs.

Facility Clearance and Registration

The Contractor shall submit all required information to the MSC for facility clearance and registration actions.

SAS Training

The Contractor shall identify SAS training needs for PRC staff and shall arrange, fund, and schedule training in accordance with applicable requirements.

SAS Awareness

The Contractor shall comply with the requirements of the Hanford Security Awareness Program.

The Contractor shall maintain awareness of Hanford Site-wide security issues/topics and incorporate them into the Contractor's internal practices and procedures, as appropriate.

The Contractor shall implement supplementary SAS awareness activities and/or briefings (e.g., at staff and safety meetings across the Hanford Site) in coordination with Site-wide policies.

Classified Visits

The Contractor shall submit required information to the MSC for Classified visits. The Contractor's Classified Visits Program or process shall ensure that only persons with the appropriate access authorizations and need-to-know receive access to classified information or matter in connection with visits involving the release or exchange of classified information or matter.

Deviations

The Contractor shall identify, evaluate, and submit deviations to SAS requirements to DOE.

The Contractor shall coordinate with the MSC prior to submitting deviations to DOE. Deviation requests shall be applicable and unique to the project/program scopes of work, and submitted only when other means to meet requirements would not meet DOE SAS program objectives.

Incidents of Security Concern

The Contractor shall develop and implement procedures and processes consistent with DOE requirements for addressing incidents of security concern.

The Contractor shall provide information and facility access to the MSC for investigation of security incidents. The Contractor shall develop and implement corrective actions. The Contractor shall provide information to the MSC to support administration of the Hanford Site Security Infraction Program.

C.3.3.1.2 Physical Security

The Contractor shall comply with the MSC security plans and DOE security plans/requirements.

The Contractor shall support the MSC in development or updating facility asset protection agreements for PRC facilities and shall conduct operations consistent with the agreements.

The Contractor shall submit through MSC for DOE review and approval any SAS arrangements or changes prior to operations commencing, or changing operations, or configurations that might alter the performance of existing SAS systems (e.g., limited/protected area boundaries, physical security configurations and associated hardware [sensors/cameras], patrol coverage and responses, safeguards methods or boundaries, entry/access control systems/procedures).

C.3.3.1.3 Protective Forces

The Protective Forces Function is comprised of select security elements (armed personnel, specialized equipment, tactical procedures, etc.) associated with physically protecting people and property on the Hanford Site. The MSC is responsible for the protective forces activities; however, there are many areas of facility operations management that interweave. The MSC Protective Forces function serves DOE, all Hanford Site contractors, and in particular facilities possessing critical safeguards and security interests (e.g., special nuclear material).

The Contractor shall support and integrate operational/business activities in conjunction with MSC Protective Forces in use at Hanford for the physical protection of SNM, classified materials, industrial assets, and mitigation and deterrence of radiological and toxicological sabotage events.

The Contractor shall manage their activities consistent with DOE-RL approved risk and vulnerability assessments, the SSSP, and other security plans and facility asset protection requirements coordinated by the MSC that involve the use of Protective Forces.

C.3.3.1.4 Information Security

The Information Security program encompasses the identification and protection of sensitive and classified information and matter. The scope shall include, but is not limited to: Classification, Classified Matter Protection and Control, Sensitive Information Management (e.g., OOU), and Operations Security (OPSEC)

The Contractor shall perform the following information security functions:

Operations Security

The Contractor shall:

- Participate in and support Hanford Site-wide OPSEC Working and Awareness groups and perform the necessary management and support functions required for an effective OPSEC program.
- Provide support to the MSC OPSEC assessments of all Hanford Site facilities having Category I SNM and OPSEC reviews of all Hanford Site facilities that have the potential to process or store classified or sensitive information.
- Support the annual Site OPSEC threat assessment and preparation of the annual OPSEC plan.

Classified Matter Protection and Control

The Contractor shall:

- Develop and maintain a system of procedures, facilities, and equipment to identify, protect, and control classified matter that is being generated, received, transmitted, used, stored, reproduced, or destroyed in accordance with DOE directives.
- Be responsible for asset protection reviews for facilities that contain classified matter and, in conjunction with the MSC, maintain an updated list of security containers,

locations, and custodians.

- Continuously reduce unneeded classified matter; and report and support investigation of any and all potential or actual compromise of classified information.

Classification and Unclassified Controlled Nuclear Information (UCNI) Program

The Contractor shall:

- Nominate a sufficient number of Derivative Classifiers and Reviewing Officials to be trained and approved by the MSC.
- Have appropriate classification and/or UCNI topical guidance available to organizations that are potential generators of classified and/or UCNI information.
- Provide for receipt and storage of classified documents from the MSC Classified Document Control Center.

Interface with the MSC and other on-site contractor management, as necessary, to inform employees of subject areas of a sensitive and/or potentially classified nature.

Official Use Only (OUO)

The Contractor shall manage and implement an OUO information program consistent with the common Hanford Site-wide OUO information program policies including the following:

- Provide OUO education and awareness for all staff, and
- Review PRC documents released to the public or assigned a formal document number for OUO content.

Critical Infrastructure

The Contractor shall maintain PRC information systems that are critical to the Hanford Site mission and shall protect these systems from internal and external threats in conjunction with the MSC SAS program.

C.3.3.1.5 Personnel Security

The Personnel Security function for Hanford involves processing thousands of uncleared and cleared badged employees, hundreds of Human Reliability Program (HRP) enrolled personnel, and numerous foreign nationals for visits and assignments. The MSC manages and conducts a centralized Personnel Security program for the Hanford Site on behalf of DOE.

The Contractor shall perform the following personnel security functions:

Access Authorization (Clearance) Processing

The Contractor shall:

- Request and obtain personnel security clearances and badges, including "Special Access" (e.g., SIGMA) from the MSC. The Contractor shall support the MSC in downgrading and terminating clearances as required.
- Support the MSC's processes for obtaining security badges, keys, proximity cards, etc.,

from terminating employees and support the MSC in removing such individuals from automated access control systems.

- Provide pre-employment/pre-clearance suitability investigations information to the MSC for PRC prospective and current employees.

Human Reliability Program (HRP)

The Contractor shall:

- Identify HRP positions necessary for the conduct of work consistent with 10 CFR 712, *Human Reliability Program*.
- Submit a request to the MSC for enrollment in the Hanford Site HRP program for personnel occupying those positions.
- Support and/or provide personnel information, training, and administration needs of the MSC in the management of the HRP program for the Contractor's enrolled HRP personnel.
- Take personnel actions, as necessary, based on HRP test results provided by MSC.

Workplace Substance Abuse Programs

The Contractor shall comply with requirements outlined in 10 CFR 707, *Workplace Substance Abuse Programs (WSAP) at DOE Sites*.

Unclassified Foreign National Visits and Assignment (FNVA)

The Contractor shall:

- Notify the MSC of potential foreign visitors or employees, prepare and submit security plans to the MSC for foreign national visitors to the Hanford Site before approval of the visit/assignment.
- Require FNVA training for Contractor personnel who host FNVA's.
- Conduct the FNVA in compliance with approved security plans.

Foreign Travel

The Contractor shall administer Official Foreign Travel in accordance with CRD O 551.1C, *Official Foreign Travel*, including submittal of projections of potential foreign travel, and all official foreign travel requests packages to DOE for review and subsequent submittal to DOE-HQ for approval in accordance with established timeframes, prior to any official foreign travel (Deliverable C.3.3.1.5-1).

C.3.3.1.6 Nuclear Material Control and Accountability (MC&A)

The MC&A scope involves many metric tons of accountable nuclear material (i.e., Other, Source, and SNM) in various locations on the Hanford Site. The nuclear material attractiveness and quantities encompass the entire range described in DOE requirements (e.g., Category IVE highly radioactive spent nuclear fuel, to Category I quantities of plutonium in a variety of

chemical forms and isotopic amounts). The MSC manages and conducts a centralized MC&A program for the Hanford Site on behalf of DOE.

The Contractor shall perform the following MC&A functions:

- Assign an individual that will serve as the contractor's MC&A single point-of-contact, independent of line operations, with responsibility and authority to affect implementation of MC&A requirements. This individual shall work with the Hanford Site MC&A Management Official within the MSC to provide oversight of accountable nuclear material in possession of the PRC.
- Support the MSC in preparation and maintenance of a *Hanford Site-Wide MC&A Plan*, administration of treaty related activities (e.g., IAEA), performance of safeguards occurrence investigation and reporting, and scheduling of periodic inventories consistent with the Contractor's project work schedules.
- Identify personnel requiring MC&A training provided by the MSC and coordinate training schedules with the MSC.
- Conduct on-the-job MC&A training specific to PRC facilities and systems.
- Request from the MSC:
 - Final authorization to move, ship, process, or store nuclear materials, including approval of shipper/receiver plans;
 - Final approval of Material Balance Area (MBA) Custodians;
 - Final determination of MBA categorizations; and
 - Final approval of MC&A related implementing procedures.
- Respond to MSC or DOE calls related to the MC&A program.

The Contractor's MC&A program shall include coordinating and integrating all aspects of implementation with the MSC. The Contractor shall use the MSC for, but is not limited to:

- MC&A requirement interpretation with overall responsibility for the MC&A program;
- Training and qualification of all personnel performing MC&A functions (with the exception of specific facility/system on-the-job MC&A training);
- Nuclear materials accounting and reporting requirements for all nuclear materials both active and inactive (e.g., "V-RIS") and be responsible for the official nuclear material inventory, including discrepancy reconciliation;
- Statistical services;
- Purchasing, regulating, and managing MC&A-controlled forms and tamper indicating devices; and
- Nuclear materials measurement system approvals and measurement system control requirements for all MC&A nuclear materials measurement activities (e.g., monitoring measurement control information; collecting and analyzing measurement control information; calculating control limits and monitoring equipment performance against those limits, etc.).

The Contractor shall integrate MC&A requirements with other plans, projects/programs, and activities at all life-cycle stages and inform the MSC of such. The Contractor shall proactively

take into account MC&A requirements, systems, and technologies in the planning, design, construction, and operation of new or renovated DOE facilities and activities.

C.3.3.1.7 Cyber Security

Unclassified computing at the Hanford Site is conducted on the Hanford Local Area Network (HLAN). The HLAN is the central electronic communications network that provides computing infrastructure to DOE and the majority of the prime contractors and subcontractors. The MSC manages and conducts a centralized cyber security program for the Hanford Site on behalf of DOE.

Classified computing at the Hanford Site is conducted on individual systems and isolated networks that are not inter-connected nor connected to the Internet.

The Contractor shall manage and execute cyber security responsibilities consistent with DOE requirements and the MSC centralized cyber security program to provide for confidentiality, integrity, and availability of cyber security components and information such that there is no degradation of performance, disruption or compromise of the cyber security system, including impacts to the users.

The Contractor shall coordinate and interface with the MSC regarding activities involving unclassified and classified information processing and use consistent with the Office of the Under Secretary of Energy Program Cyber Security Plan (PCSP), EM Program Security Plan (PSP), and DOE-approved Hanford System Security Plan(s) (SSP).

Classified Cyber Security

The Contractor shall:

- Identify all computers used by the Contractor, or any tier subcontractor, that process classified information.
- Ensure all computers used for classified processing are certified and accredited and properly de-commissioned when no longer required.
- Develop and maintain specific administrative procedures and hardware/software security measures to:
 - Ensure that all classified computers used to process classified information can protect that information against loss, improper use, compromise, or unauthorized alteration or modification of classified information as required by DOE directive.
 - Comply with the *Hanford Master Classified Information Systems Security Plan*.
 - Train users of classified computer systems on cyber security requirements.
 - Support the DOE-RL Information Systems Security Operations Manager (ISOM) and/or MSC, as required, to facilitate resolution of classified computer systems security issues and associated incident reporting.

Unclassified Cyber Security

The Contractor shall:

- Ensure that all systems used for unclassified processing are certified and accredited.
- Report all cyber security incidents as required by DOE directive.

- Develop and maintain specific administrative procedures and hardware/software security measures to:
 - Ensure all computers used for processing sensitive unclassified information can protect that information against loss, improper use, compromise, or unauthorized alteration or modification of information as required by DOE directive.
 - Ensure all users are provided information security awareness training.

Telecommunications

The Contractor shall comply with Hanford Site procedures and policies regarding activities involving Communications Security (COMSEC), protected distribution systems, and TEMPEST/Transmission Security programs of Telecommunications Security.

C.3.3.2 Emergency Services

C.3.3.2.1 Fire Services

As an independent contractor, the MSC manages and conducts the Fire Services for the Hanford Site. This includes wild land fire, structural fire, and ambulance emergency response. Also included, are activities, such as, hazardous material and chemical/biological/radiological emergency response, pre-fire planning, site-wide respiratory protection services, and the testing, inspection and maintenance of life safety fire protection systems in designated facilities.

The Contractor shall support access to the MSC fire services personnel, and notify the Fire Department of work activities, events, incidents, etc., that may require Fire Services involvement and/or response (e.g., medical assistance, hazardous or radiological emergency help, etc.).

C.3.3.2.2 Emergency Operations

Emergency Management Program

The MSC establishes and maintains a centralized Emergency Operations Program and the Hanford Site-wide Emergency Preparedness (EP) Program for the Hanford Site on behalf of DOE. The EP Program is responsible for the Hanford Emergency Operations Center (EOC), develops and maintains emergency plans and procedures, performs hazard surveys and assessments, reviews hazard assessments for all facilities at Hanford, and supports Hanford Site-wide EP training and drills.

The Contractor shall develop and maintain an Emergency Management Program as described in DOE/RL-94-02, *Hanford Emergency Management Plan* for structures and waste sites under its control. The Contractor's Emergency Management Program shall be consistent with DOE requirements and the centralized EP Program. The Contractor's program shall establish processes and instructions for all Contractor EP activities. Because of the potential for the Contractor to become the event coordinator as defined in the *Hanford Emergency Management Plan*, the Contractor shall maintain a 24-hour per day, 7-days per week, capability to staff the required facility specific emergency response organization positions within 60 minutes of receipt of notification from the Occurrence Notification Center of a Hanford Site emergency.

Radiological Assistance Program (RAP)

The MSC manages the Region 8 Radiological Assistance Program (RAP) on behalf of DOE. The Region 8 RAP is responsible for Alaska, Oregon, and Washington and other Regions, as directed by DOE-Headquarters. The RAP mission is to provide first-responder radiological assistance to protect the health and safety of the general public and the environment; assist DOE program elements, and other Federal, state, Tribal and local agencies in the detection, identification and analysis, and response to events involving the use of radiological/nuclear material. The RAP provides 24-hour a day radiological response capabilities. The RAP teams consist of DOE/DOE contractor personnel who perform radiological assistance duties as part of their normal employment or as part of the terms of the contract between their employer and DOE. The MSC will require augmentation of RAP response team personnel, equipment, and expertise as delineated in work scope arrangements with the Contractor and other Hanford Site contractors or off-site vendors.

The Contractor shall provide qualified personnel, technical expertise, equipment, and support to the DOE Region 8 RAP to ensure maintenance and staffing of emergency teams with the ability to respond under the direction of DOE National Nuclear Security Administration (NNSA) and the U.S. Department of Homeland Security.

The Contractor shall establish an agreement with the MSC detailing the specific services to be provided by the Contractor in support of the Region 8 RAP.

The Contractor shall:

- Provide personnel, trained and qualified as RAP team members, and additional supervisory or management members as directed, to support the MSC RAP duties as delineated in its contract with DOE;
- Perform routine scheduled tasks to maintain equipment and RAP team readiness;
- Participate in meetings, working groups, drills, and exercises;
- Provide technical expertise to the RAP team, as requested;
- Respond to declared emergencies as a RAP team member;
- Participate in no-notice activations, and
- Maintain fitness for duty, as requested.

C.3.4 Interactions

C.3.4.1 External Affairs

External Affairs includes information and involvement programs to reach diverse external parties interested in Hanford (e.g., Tribal Nations, stakeholders, news media, elected officials and their staffs, local community officials and the public) with the status, challenges and objectives of the cleanup work. For all external constituencies, the Contractor shall anticipate specific areas of concern, interest, or controversy, and employ appropriate communication strategies that inform and involve.

The Contractor shall submit an *External Affairs Program Description* for DOE approval (Deliverable C.3.4.1-1) that provides a comprehensive description of the External Affairs Program, staffing, products and services, with an emphasis on innovative approaches to communications.

DOE retains the primary role in directing the timing, substance and form of public information and will approve all products and outreach.

For activities within the Contract scope, the Contractor shall:

- Maintain effective interactions with local, regional, national and international news media. Provide information and/or resources as requested in support of DOE media interactions.
- Work with DOE to inform and involve the Tribal Nations as part of cleanup decision making processes, in accordance with the DOE American Indian and Alaska Native Tribal Government Policy and implementation guidance. Support and coordinate with DOE on the ongoing technical-staff interactions to ensure that affected tribes can be involved early and often in proposed plans and activities.
- Inform and involve the public, citizens advisory boards, and other interested parties in proposed plans and activities. Provide strategy and resources for required public comment and outreach processes related to upcoming decision making (e.g., NEPA and CERCLA).
- Reach out to the communities affected by Hanford to provide information, answer questions, and gain feedback.
- Participate in tour planning and preparation, and make facilities and personnel available as requested by DOE. Visits to the project sites shall be part of ongoing communication and outreach activities.
- Provide MSC with current information related to the Contract scope to maintain the external Hanford website.
- Participate in meetings and briefings to update interested external parties on Contract activities when requested by DOE.
- Provide ongoing support to DOE in the preparation of communication materials, such as presentations, fact sheets, specialized graphics and charts, large posters, and up-to-date photography.
- Maintain a 24-hour per day, 7-days per week, capability to staff the communication functions/positions of the Hanford Emergency Operations Center within 60 minutes of receipt of notification from the Occurrence Notification Center of a Hanford Site emergency.

C.3.4.2 External Review and Support

Background:

External Review and Support to DOE involves providing support during audits and assessments by entities having oversight responsibility for DOE-RL and its contractors. These entities include:

- Defense Nuclear Facilities Safety Board (DNFSB);
- Government Accountability Office (GAO);
- DOE Office of Inspector General (OIG); and
- Other governmental and DOE organizations.

The Contractor shall support DOE-RL and the MSC in hosting staff from auditing and assessing organizations, providing required presentations, responding to information requests, and providing required subject matter experts to respond to questions and information requests.

The Contractor shall:

- Support DNFSB oversight activities by:
 - Providing support for the preparation of DOE responses to DNFSB issues and recommendations that affect Contract scope.
 - Cooperating with the DNFSB and providing access to work areas, personnel, and information, as necessary.
 - Maintaining a document process in accordance with the CRD M 140.1-1B, *Interface with the Defense Nuclear Facilities Safety Board* (or current version).
- Support GAO, OIG, and other governmental and DOE oversight activities by:
 - Cooperating with assessors and auditors, and providing access to work areas, personnel, and information.
 - Providing support during audits and assessments, including delivering information within a specified time, arranging briefings, preparing presentation materials, maintaining a record of documents provided in response to requests, and making this record available to DOE-RL and/or DOE-ORP, as requested.
- Provide knowledgeable single points-of-contact for each of the following:
 - DNFSB; and
 - OIG, GAO, and other assessing governmental and DOE oversight organizations (including the DOE Office of Enforcement).

C.3.5 Interface Management

The Contractor shall provide input to the MSC to facilitate MSC's development and maintenance of a *Hanford Site Interface Management Plan (Plan)*, which establishes and maintains interface management processes and agreements to assure effective control of technical, administrative, and regulatory interfaces.

The *Hanford Site Interface Management Plan (Plan)* shall provide the content for and processes to:

- Identify the various interfaces, define the scope of each interface, provide a brief description of the required deliverables (products, documents, procedures, services, etc.), define interface requirements, and cite applicable source documents for each interface;

- Implement changes to interface agreements through the appropriate change control process and, if necessary, contract changes; and
- Identify, track, and elevate issues for management review on a regular basis.

The *Plan* shall include:

- Organizational points of contact for participants and their responsibilities; and
- Associated controlling agreements (e.g., an MOA).

The *Plan* shall be signed by the MSC, PRC, and TOC. The MSC will submit the document to DOE for review and approval. The *Plan* shall be reviewed at least annually, and if updated, submitted to DOE for approval.

DOE shall be the exclusive authority for resolving disputes associated with any interface issues that can not be resolved between parties in a timely manner. Costs associated with litigation arising from either the *Plan* or agreements made pursuant to the *Plan* shall not be allowable under this Contract.

The Contractor shall establish, appropriately document, and manage interfaces in accordance with the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*.

Infrastructure and Services Alignment Plan and Annual Forecast of Services and Infrastructure

The Contractor shall provide input to the annual update to the Hanford Site's *Infrastructure and Services Alignment Plan* (ISAP). MSC develops, maintains, and updates the master ISAP, and submits the ISAP on an annual basis to DOE for approval. The Contractor shall concur or non-concur on the ISAP prior to MSC submittal to DOE.

The ISAP incorporates a strategic vision and describes the activities necessary to integrate MSC responsibilities with those of other Hanford Site (Mission) contractors, to right-size the infrastructure and services, and to maintain the capacity of infrastructure systems provided for the Site over its life-cycle. The ISAP identifies opportunities to re-engineer or replace systems as necessary (without negatively impacting the Mission Contractor's project schedules) in a timely and coordinated fashion. The ISAP also provides tactical-level information to successfully achieve MSC outcomes while minimizing the Site's life-cycle costs. The ISAP includes an approach for taking advantage of new technologies and business practices that make good business sense from a cost and schedule perspective.

As necessitated by changes to the Hanford Site funding profile, MSC provides updates to the ISAP regarding the relative priority of work requirements. The Contractor shall provide input to the *Annual Forecast of Services and Infrastructure's* projection of needed utilities, services and infrastructure, which is incorporated into the ISAP.

Hanford Site Services and Interface Requirements Matrix

The Contractor shall provide input to the MSC to support the development of the annual update to the *Hanford Site Services and Interface Requirements Matrix*. Service provider and user interface requirements are identified in the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. Services are designated as either "mandatory" or "optional" for use by Hanford Site contractors and their subcontractors. MSC is responsible for submitting the *Hanford Site Services and Interface Requirements Matrix* to DOE with the annual ISAP. The Contractor shall concur on the Matrix prior to MSC submittal to DOE.

C.4 GOVERNMENT-FURNISHED SERVICES AND INFORMATION (GFS/I)

DOE is committed to providing effective support to the Contractor throughout the period of Contract performance, and the Contractor may request that DOE consider providing additional GFS/I. To manage the GFS/I to be furnished under the Contract and to evaluate the additional GFS/I that may be required by the Contractor, the Contractor shall submit for DOE approval:

- *Government-Furnished Services and Information Request* (Deliverable C.4-1): 12-month advance projection of GFS/I to be furnished under the Contract and additional Contractor-requested GFS/I, prior to each fiscal year; and
- *Government-Furnished Services and Information Request -- Update* (Deliverable C.4-2): quarterly update to the projection of GFS/I to be furnished under the Contract and additional Contractor-requested GFS/I, prior to each quarter.

DOE will review the 12-month and quarterly advance projections. If DOE can support the additional Contractor-requested GFS/I, DOE will notify the Contractor within 30 days that the additional Contractor-requested GFS/I can be provided, and will provide the Contractor details regarding the DOE action(s). The supported GFS/I will be added to the Section J Attachment entitled, *Government-Furnished Services and Information (GFS/I)*, as a DOE commitment to the Contractor.

If DOE cannot support a Contractor request, DOE will notify the Contractor within 30 days that the requested GFS/I cannot be provided, and there will be no DOE commitment to the Contractor to furnish the GFS/I.

For the additional Contractor-requested GFS/I, DOE will use its best efforts to meet these requests; however, in the event that DOE is unable, for any reason, to provide the Contractor with its requested additional GFS/I, the Contractor remains fully and solely responsible for obtaining the needed services and/or information in a timely manner and without any further recourse against DOE.

C.5 SUMMARY OF CONTRACT DELIVERABLES

Table C.5, *Summary of Contract Deliverables*, summarizes the specific products the Contractor shall submit to the DOE, the type of action DOE will perform, the associated DOE response time, and the date/timeframe that the Contractor is required to submit the product.

Deliverables are considered Contractor endpoints, workscope completions, products, reports or commitments that shall be delivered to DOE. The types of DOE action are defined as:

- Approve – The Contractor shall provide the deliverable to DOE for review and approval. DOE will review the deliverable and provide comments in writing. DOE comments will be discussed with the Contractor and the Contractor shall provide written responses. The Contractor shall re-write the documents to incorporate all DOE mandatory comments. Once DOE approves a deliverable or document, the Contractor shall place it under change control and shall make no changes to that document without further DOE approval.
- Review – The Contractor shall provide the deliverable to the DOE for review and comment. DOE will have the option of reviewing the information and providing comment. The Contractor shall respond to all written comments.
- Information – The Contractor shall provide the deliverable to DOE for information purposes only. DOE will have the option of reviewing the information and providing comments. Such comments do not require resolution under the Contract.

Table C.5, *Summary of Contract Deliverables* does not include required deliverables identified in applicable other Contract sections, DOE directives, Federal Regulations, or regulatory documents.

Table C.5, Summary of Contract Deliverables

Deliverable Number	Deliverable	DOE		Deliverable Due Date ¹
		Action	Response Time ²	
C.2.1-1	Transition Plan	Approve	5 working days	No later than August 1, 2008 ³
C.2.1-2	Statement of Material Differences ⁴	Approve	30 days	30 days after contract Notice to Proceed
C.2.1-3	Transition Agreement(s)	Approve	15 days	45 days after contract Notice to Proceed
C.2.1-4	Weekly Written Transition Status Reports	Information	N/A	Weekly during Transition
C.2.2.4.1-1	Lessons Learned Report for PFP Facilities	Review	N/A	TBD
C.2.2.4.2-1	Structural assessment of the 216-Z-9 cover slab	Review	N/A	TBD
C.2.2.4.2-2	Lessons Learned Report for D&D of 216-Z-9	Review	N/A	TBD
C.2.3.1-1	Strategic Plan for integration of the waste treatment/disposal functions	Approve	30 days	180 days after completion of Transition
C.2.3.12-1	Update IDF Performance Assessment	Approve	180 days	At DOE Direction
C.2.3.12-2	Update IDF Waste Acceptance Criteria	Approve	60 days	At DOE Direction
C.2.3.12-3	Authorization Agreement Document(s) for IDF LLW and MLLW	Approve	120 days	At DOE Direction
C.2.4.1.1-1	Evaluation/Report with recommendations for changes in Groundwater Project activity	Information	N/A	180 days after completion of Transition
C.2.4.1.1-2	Plan for gaining community and stakeholder understanding of groundwater objectives and approaches	Review	30 days	180 days after completion of Transition
C.2.4.1.1-3	Prioritized list of recommended service water line upgrades or storm water run off control projects	Information	N/A	180 days after completion of Transition and annually thereafter

¹ All days refer to calendar days. When a scheduled date within this table falls on a Friday, weekend, or federal holiday, the deliverable or DOE response is due the next business day.

² Number of calendar days for DOE to execute its GFS/I responsibilities to provide review, approval, and/or certification action on the deliverable following Contractor submission of an acceptable product; or DOE comments on the deliverable following Contractor submission of an unacceptable product that will require revision and re-submission for DOE review, approval, and/or certification action.

³ Deliverables that specify days from "contract Notice to Proceed" shall be calculated from August 1, 2008.

⁴ Updates to the Statement of Material Differences may be made through day 45 after contract Notice to Proceed.

Deliverable Number	Deliverable	DOE		Deliverable Due Date ¹
		Action	Response Time ²	
C.2.4.1.2-1	Changes to document containing key physical, chemical, and other parameters/assumptions associated with modeling the fate and transport of environmental contaminants	Approve	60 days	As Required
C.2.4.1.2-2	Site Specification document	Approve	60 days	As Required
C.2.4.1.2-3	Prepare a process to manage risk assessment activities across the Hanford site.	Approve	60 days	180 days after completion of Transition
C.2.4.5-1	Annual Groundwater Monitoring Report	Approve	30 days	Annually
C.2.4.6-1	Removal Action Documentation <ul style="list-style-type: none"> • Sampling and Analysis Plan • Engineering Evaluation/Cost Analysis • Removal Action Work Plan Remedial Action Documentation <ul style="list-style-type: none"> • Remedial Investigation/Feasibility Study Work Plan • Remedial Investigation Report • Feasibility Study Report • Proposed Plan Report • Remedial Design/Remedial Action Work Plan 	Approve	30 days for each document	As Required
C.2.5.3-1	Plan for sequencing and structuring the content of Records of Decision and other disposition decision documents	Review	60 days	360 days after completion of Transition
C.2.5.3-2	Plan for sequencing geographical zone remediation activities	Review	60 days	At DOE Direction
C.2.5.3-3	Conceptual Design Report for each Central Plateau geographical zone	Approve	60 days	At DOE Direction
C.3.1.1-1	Project Execution Plan (PEP)	Approve	30 days	30 days after contract Notice to Proceed
C.3.1.2.2-1	PRC Baseline	Approve	90 days	June 8, 2009
C.3.1.2.2-2	Performance Measurement Baseline annual updates	Approve	60 days	Annually
C.3.1.2.3-1	PRC Performance Measurement Baseline Change Control Process	Approve	30 days	30 days after contract Notice to Proceed
C.3.1.3.1-1	Monthly Performance Report	Review	N/A	Last Tuesday of each month
C.3.1.4-1	Risk Management Plan	Approve	30 days	30 days after contract Notice to Proceed
C.3.1.5.1-1	List of standards to be used in the design of facilities and equipment	Approve	60 days	At DOE Direction
C.3.1.5.2-1	Procurement, Construction, and Acceptance Testing Plan	Approve	60 days	At DOE Direction

Deliverable Number	Deliverable	DOE		Deliverable Due Date ¹
		Action	Response Time ²	
C.3.1.5.2-2	Purchasing System	Approve	60 days	At DOE Direction
C.3.1.5.2-3	Construction and Acceptance Testing Program	Approve	60 days	At DOE Direction
C.3.1.5.2-4	As-built Program Description	Approve	60 days	At DOE Direction
C.3.2-1	Adopted ISMS/EMS Description	Information	N/A	30 days after contract Notice to Proceed
C.3.2-2	ISMS/EMS Description	Approve	90 days	270 days after completion of Transition
C.3.2-3	ISMS/EMS Description Updates	Approve	60 days	Annually, or as required
C.3.2-4	Authorization Agreements (AA)	Approve	60 days	Annually
C.3.2-5	ISMS/ESH&Q Performance Objectives, Measures, and Commitments	Approve	60 days	Annually
C.3.2.1-1	Environmental Protection and Compliance Plan	Approve	30 days	30 days after contract Notice to Proceed
C.3.2.2-1	Revise existing Safety Basis documentation for Hazard Category 1, 2, and 3 nuclear facilities	Approve	120 days	Within 12 months of award and annually thereafter
C.3.2.2-2	Adopted Unreviewed Safety Question (USQ) Process	Approve	30 days	30 days after contract Notice to Proceed
C.3.2.2-3	Unreviewed Safety Question (USQ) Process	Approve	60 days	180 days after completion of Transition
C.3.2.3-1	Adopted Worker Safety and Health Program	Approve	30 days	30 days after contract Notice to Proceed
C.3.2.3-2	Worker Safety and Health Program	Approve	90 days	180 days after completion of Transition
C.3.2.3-3	Adopted Radiation Protection Program (RPP)	Approve	30 days	30 days after contract Notice to Proceed
C.3.2.3-4	Radiation Protection Program (RPP)	Approve	180 days	180 days after completion of Transition
C.3.2.3-5	Adopted Chronic Beryllium Disease Prevention (CBDP) Program	Approve	30 days	30 days after contract Notice to Proceed
C.3.2.4-1	Adopted QA Program(s)	Approve	30 days	30 days after contract Notice to Proceed
C.3.2.4-2	QA Program(s)	Approve	90 days	180 days after completion of Transition
C.3.2.4-3	Adopted Assurance System	Information	30 days	30 days after

Deliverable Number	Deliverable	DOE		Deliverable Due Date ¹
		Action	Response Time ²	
	Description			contract Notice to Proceed
C.3.2.4-4	Assurance System Description	Approve	90 days	180 days after completion of Transition
C.3.2.4-5	Quality Assurance Quarterly Status Report on Spent Nuclear Fuel Activities	Information	N/A	30 days after each fiscal quarter
C.3.3.1.5-1	Foreign Travel Projection	Information	N/A	August 1 (for travel projected October 1 through March 31) and February 1 (for travel projected April 1 through September 30)
C.3.4.1-1	External Affairs Program Description	Approve	30 days	30 days after contract Notice to Proceed and updated annually (12/1)
C.4-1	Government-Furnished Services and Information Request	Review	30 days	Annually, prior to each fiscal year
C.4-2	Government-Furnished Services and Information Request -- Update	Review	30 days	Prior to each quarter, as necessary

PART I – THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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H.1 WORKFORCE TRANSITION

(a) Incumbent Employees Hiring Preferences

The Contractor shall use the Transition Period to make hiring decisions and to establish the management structures necessary to conduct an employee relations program. In establishing an initial workforce, and through the first six (6) months after Contract award, the Contractor shall give a first preference in hiring for vacancies in non-managerial positions under this Contract to Incumbent Employees (as defined in paragraph (b) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*) who meet the qualifications for a particular position. This hiring preference takes priority over the hiring preference provided in the Section I Clause entitled, *DEAR 952.226-74, Displaced Employee Hiring Preference*. The hiring preference does not apply to the Contractor's hiring of management staff (i.e., first line supervisors and above).

(b) Employee Pay

The Contractor shall provide equivalent pay to employees receiving a hiring preference as compared to pay provided by the predecessor contractor for substantially equivalent duties and responsibilities for at least the first year of the term of the Contract.

H.2 EMPLOYEE COMPENSATION: PAY AND BENEFITS

(a) Background on Benefit Plans

- (1) The Hanford Site Pension Plan (HSPP) is a multi-employer pension plan which includes three (3) separate benefit structures under the Plan: two (2) for bargaining unit employees and one (1) for non-bargaining unit employees (exempt and nonexempt). The HSPP covers eligible employees of certain U.S. Department of Energy (DOE) Hanford prime contractors and subcontractors. The HSPP is managed and administered by committees composed of representatives from each of the sponsoring employers.
- (2) The Hanford Site Savings Plans (HSSPs) cover eligible employees of certain DOE Hanford prime contractors and subcontractors. The HSSPs includes three (3) separate plans: two (2) plans for bargaining unit employees and one (1) plan for non-bargaining unit employees (exempt and nonexempt). The HSSPs are managed and administered by committees composed of representatives from each of the sponsoring employers.
- (3) The Hanford Employee Welfare Trust (HEWT) is a multiple employer welfare arrangement (MEWA). Health and welfare benefits are administered under the HEWT which contains provisions for a wide range of medical and insurance benefits for eligible Hanford workers of certain DOE Hanford prime contractors and subcontractors and their beneficiaries. The HEWT is managed and administered by the HEWT Committee, which is composed of representatives from each sponsoring employer.

(4) The Contractor is required in paragraph (m) to offer a market-based package of retirement and medical benefits to Non-Incumbent Employees (as defined in paragraph (c)). These benefit plans are referred to herein as "Market-Based Plans."

(b) Incumbent Employees for the purposes of this Contract are employees who:

(1) Based on prior employment and under the terms of the HSPP, HSSP, and HEWT (the "Plans" for purposes of the Section H Clauses entitled, *Employee Compensation: Pay and Benefits, Post-Contract Responsibilities for Pension and Other Benefit Plans, and Incumbent Employees, Benefit Plans, and Approval for Subcontractors to Participate in the Plans*):

(i) As of the date of award of this Contract, were eligible to participate, or to return to and participate, in the HSPP and accrue Benefit Service as defined in the HSPP, and/or,

(ii) Are eligible to participate with respect to the HSSP or HEWT; and

(2) Are employed by the Contractor or by a subcontractor identified in the agreement as provided in the Section H Clause entitled, *Incumbent Employees, Benefit Plans, and Approval for Subcontractors to Participate in the Plans*, and eligible to participate in the Plan(s) under the terms of the Plan(s).

(c) Non-Incumbent Employees

If an employee does not meet the definition of an Incumbent Employee with respect to the HSPP, HSSP, or HEWT, as described in paragraph (b), the employee will be considered a Non-Incumbent Employee as to that Plan(s) for the purposes of this Contract.

(d) Human Resources Compensation Plan

The Contractor shall submit within 30 days of the date of the contract Notice to Proceed a *Human Resources Compensation Plan* demonstrating how the Contractor will comply with the requirements of this Contract. The *Human Resources Compensation Plan* shall describe the Contractor's policies regarding compensation, pensions and other benefits, and how these policies will support at reasonable cost the effective recruitment and retention of a highly skilled, motivated, and experienced workforce.

(e) Total Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system including a compensation system *Self-Assessment Plan* consistent with FAR 31.205-6 and DEAR 970.3102-05-6, *Compensation for Personal Services* ("Total Compensation System"). DOE-approved standards (e.g., set forth in an advance understanding or appendix), if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall meet the tests of allowability established by and in accordance with FAR 31.205-6 and DEAR 970.3102-05-6, be fully documented,

consistently applied, and acceptable to the Contracting Officer. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented *Human Resources Compensation Plan* as approved by the Contracting Officer.

(f) Appraisals of Contractor Performance

DOE will conduct periodic appraisals of Contractor performance with respect to Total Compensation System implementation. Such appraisals will be conducted through either DOE validation of the Contractor's performance self-assessment of its Total Compensation System or third party expert review.

(g) Reports and Information

The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this Contract:

- (1) *An Annual Contractor Salary-Wage Increase Expenditure Report* to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts.
- (2) A list of the top five (5) most highly compensated executives as defined in FAR 31.205-6(p)(2)(ii) and their total cash compensation at the time of Contract award, and at the time of any subsequent change to their total cash compensation.
- (3) *An Annual Report of Contractor Expenditures for Employee Supplemental Compensation* through the DOE Workforce Information System (WFIS), compensation and benefits module no later than March 1 of each year.
- (4) A performance self-assessment of the Total Compensation System implementation and results to include an evaluation of total benefits using the Employee Benefits Value Study (Ben-Val) and the Employee Benefits Cost Study as described in paragraph (i).

(h) Cash Compensation

- (1) The Contractor shall establish pay programs for employees.
- (2) The Contractor shall submit the following information to the Contracting Officer for determination of cost allowability for reimbursement for cash compensation under the Contract:
 - (i) Any additional compensation system self-assessment data requested by the Contracting Officer that may be needed to validate and approve the Total Compensation System.
 - (ii) Any proposed major compensation program design changes prior to implementation.

- (iii) *An Annual Compensation Increase Plan (CIP).*
- (iv) Individual compensation actions for the Key Personnel, including initial and proposed changes to base salary and or payments under an *Executive Incentive Compensation Plan.*
- (v) Any proposed establishment of an incentive compensation plan (variable pay plan/pay-at-risk).

Contracting Officer approval of individual compensation actions will be required only for the top five (5) most highly compensated employees, or others as identified by the Contracting Officer.

- (3) Subject to the Hanford Site Severance Pay Plans, severance pay is not payable to an employee under this Contract if the employee:
 - (i) Voluntarily separates, resigns or retires from employment,
 - (ii) Is offered comparable employment with a successor/replacement contractor,
 - (iii) Is offered comparable employment with a parent or affiliated company, or
 - (iv) Is discharged for cause.
- (4) Service credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost reimbursement contract.

(i) Pension and Other Benefit Programs

- (1) The Contractor shall become a sponsor of the pension and other benefit plans identified in paragraph (a), and shall be responsible for the management and administration of the Market-Based Plans identified in paragraphs (a)(4).
- (2) Unless otherwise required by applicable law or approved by the Contracting Officer, no implementation of a benefit program and no amendment to any of the plans identified in paragraph (a) or underlying trust documents thereto shall result in allowable costs under this Contract.
- (3) No presumption of allowability will exist when the Contractor implements a new benefit plan or makes changes to existing benefit plans identified in paragraph (a) until the Contracting Officer makes a determination of cost allowability for reimbursement for new or changed benefit plans.
- (4) Cost reimbursement for pension and other benefit plans identified in paragraph (a) sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved Ben-Val and an Employee Benefits Cost Study as described below.

- (5) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in (i) and (ii) below. The studies shall be used by the Contractor as part of its performance self assessment described in paragraph (g)(4) and in calculating the cost of benefits under existing benefit plans. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan.
 - (i) Separate Ben-Val studies are required every two years for all plans identified in paragraph (a). A Ben-Val is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor measured against the RV of benefit programs offered by comparator companies approved by the Contracting Officer. To the extent that the value studies do not address post retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources; and,
 - (ii) Separate Employee Benefits Cost Study comparisons are annually required for all plans identified in paragraph (a). An Employee Benefits Cost Study is a study which analyzes the Contractor's employee benefits cost on a per capita per full time equivalent employee basis and as a percent of payroll and compares them with the costs reported by the U.S. Chamber of Commerce Annual Employee Benefits Cost Survey or other Contracting Officer approved, broad based, national survey.
- (6) When net benefit value exceeds the comparator group by more than five (5) percent (%), the Contractor shall submit a corrective action plan to the Contracting Officer.
- (7) When the average total benefit per capita cost or total benefit cost as a percent of payroll exceeds the comparator group by more than 5 %, and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that are above the per capita cost range or total benefit cost as a percent of payroll and a corrective action plan to achieve conformance with a Contracting Officer directed per capita cost range or total benefit cost as a percent of payroll.
- (8) Within two (2) years of approval of the Contractor's corrective action plan by the Contracting Officer, the Contractor shall implement corrective action plans to align employee benefit programs with the benefit value and per capita cost range as approved by the Contracting Officer.
- (9) The Contractor shall submit a separate Report of Contractor Expenditures for Supplementary Compensation for the previous calendar year for each of the plans identified in paragraph (a) via the DOE WFIS Compensation and Benefits Module no later than March 1 of the current calendar year.
- (10) The Contractor may not terminate any benefit plan during the term of the Contract without prior approval of the Contracting Officer in writing.

- (11) Cost reimbursement for Post Retirement Benefits (PRBs) is contingent on the specific terms of the plans identified in paragraph (a), as amended. Unless required by Federal or State law, advance funding of PRBs is not allowable.
 - (12) All costs of administration shall be costs of each plan individually and allocated to participating plan sponsors. Costs of administration shall be directly billed to the plans and not charged by indirect allocation.
 - (13) The Contractor shall maintain a sufficient number of trained and qualified personnel to perform all of the functions of the plans.
 - (14) The Contractor shall render all ordinary and normal administrative services and functions which may be reasonably required. The Contractor shall annually provide an itemization of costs incurred for plan administration for each plan to the Contracting Officer within 60 days of the end of each plan year.
 - (15) The Contractor shall manage Plan assets in a prudent manner. The Contractor shall develop and submit to the Contracting Officer an Investment Policy Statement for each plan that clearly defines investment return objectives and risk tolerances, and shall perform annual pension plan Investment Performance Self-Assessments. The Contractor performance self-assessments shall address investment objectives, development of the plans to achieve investment objectives, execution of the plans, performance monitoring, and appropriate corrective action planning and execution. The Contractor shall provide the Contracting Officer with a copy of each plan's Investment Performance Self-Assessment.
 - (16) The Contractor shall comply with the Investment Policy Statements developed for the plans. Should the Contractor incur higher costs because the Contractor fails to comply with all or part of the established Investment Policy Statements provided to DOE, the additional costs incurred are unallowable.
- (j) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs
- (1) For cost allocability and reimbursement purposes, any defined benefit (DB) or defined contribution (DC) pension plans established and/or implemented, shall be maintained consistent with the requirements of the Internal Revenue Code and *Employee Retirement Income Security Act*.
 - (2) Contractor policies, practices, and procedures used in the administration of pension plans shall be consistent with law and regulation.
 - (3) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.
 - (4) Any pension plan maintained by the Contractor, for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan which provides credit for current service not previously paid through a DOE cost reimbursement contract.

- (5) For each pension plan or portion of a pension plan for which DOE reimburses costs, the Contractor shall provide the Contracting Officer with the following within nine (9) months of the last day of the current pension plan year:
 - (i) Copies of IRS 5500 forms, with schedules; and
 - (ii) Copies of all forms in the 5300 series that document the establishment, amendment, termination, spin-off, or merger of a plan.
 - (6) Prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below, as applicable, to the Contracting Officer for approval or disapproval and a determination as to whether the costs to be incurred are consistent with the Contractor's documented *Human Resources Compensation Plan* and are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.
 - (i) For proposed changes to pension plans and pension plan funding, the Contractor shall provide an analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value; and,
 - (ii) The Contractor shall obtain the advance written approval of the Contracting Officer for any non-statutory pension plan changes that may increase costs or liabilities, and any proposed special programs (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits) and shall provide the Contracting Officer with an analysis of the impact of special programs on the actuarial accrued liabilities of the pension plan, and on relative benefit value, if applicable.
 - (7) The Contractor shall not terminate any pension plan without at least 60 days notice to and the approval of the Contracting Officer prior to the scheduled date of plan termination.
- (k) Benefits for Incumbent Employees under the HSPP and HSSP
- (1) The Contractor shall allow individuals who are Incumbent Employees to continue to accrue credit under the HSPP and to participate in the HSSP for service under this Contract. The Contractor shall timely supply the Plan Administrator(s) with the information required by the Administrator(s) necessary to effectively administer the Plan(s). Contributions to the HSPP and HSSP as determined by the Plan Administrator(s) shall be allowable costs under this Contract, subject to compliance with other provisions of this Contract and terms of the Plans, as amended. At Contract completion, the Contractor shall fully fund its withdrawal liability under the HSPP; provided, however, that when or if this Contract expires or terminates, the Contractor shall continue as a plan sponsor of the HSPP pursuant to the Section H Clause entitled, *Post-Contract Responsibilities for Pension and Other Benefit Plans*.
 - (2) The Contractor shall coordinate with the HSPP Administrator to ensure DOE receives an annual reporting and accounting of the Contractor's pension obligations, pursuant to Financial Accounting Standard (FAS) 87, for those

employees participating in the HSPP and supply the Administrator with all the information necessary to maintain the Federal tax qualifications of all Contractor and Hanford Site pension plans.

(l) Benefits for Incumbent Employees under the HEWT

- (1) The Contractor shall be a sponsor of the HEWT. Individuals who are Incumbent Employees for purposes of the HEWT shall be eligible to participate in the HEWT and receive medical and other benefits under the HEWT consistent with the terms of that HEWT, as amended. The Contractor shall recognize service credited under the HEWT toward the service period required for benefits relating to vacation, sick leave, health insurance, severance, layoff, recall, and other benefits.
- (2) The Contractor shall in a timely manner supply the HEWT Administrator with the information required by the Administrator necessary to effectively administer the HEWT. The Contractor shall coordinate with the HEWT Administrator to ensure that DOE receives copies of all annual reports, actuarial reports, and submissions of FAS 106 data, and other reports as required by the Contracting Officer, of the Contractor's benefit obligations for those employees participating in the HEWT under this Contract. Contributions to the HEWT as determined by the HEWT Administrator shall be allowable costs under this Contract, subject to compliance with other provisions of this Contract.

(m) Pension and Other Benefits for Non-Incumbent Employees

- (1) The Contractor shall offer a market-based package of retirement and medical benefits competitive for the industry to individuals who are not Incumbent Employees. If the Contractor meets all applicable legal and tax requirements, the Contractor may establish a separate line of business pursuant to Internal Revenue Code (IRC) 410 and 414 for the purpose of maintaining the Federal tax qualification of pension covering the Contractor's employees.
- (2) The Contractor shall ensure that DOE receives copies of all annual reports, actuarial reports, applicable FAS data, and other reports as required by the Contracting Officer for eligible employees with respect to this Contract.
- (3) Any benefit programs established and/or maintained by the Contractor, for which DOE reimburses costs, shall meet the tests of allowability and reasonableness established by FAR 31.205-6 and DEAR 970.3102-05-6.

H.3 POST-CONTRACT RESPONSIBILITIES FOR PENSION AND OTHER BENEFIT PLANS

- (a) If this Contract expires or terminates and the U.S. Department of Energy (DOE) has awarded a contract under which the new contractor becomes a sponsor of the Hanford Site Pension Plan (HSPP), Hanford Site Savings Plan (HSPP), Hanford Employee Welfare Trust (HEWT), and Market-Based Plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this contract, and becomes responsible for management, and administration of the Market-Based

Plans, the Contractor shall cooperate and transfer to the new contractor its responsibility for sponsorship, management and administration of the plans as appropriate and consistent with direction from the Contracting Officer.

- (b) If this Contract expires or terminates without a contract with a new contractor under which the new contractor becomes a sponsor of the HSPP, HSSP, HEWT, and Market-Based Plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract and becomes responsible for management and administration of the Market-Based Plans, or if the Contracting Officer determines that the scope of work under the Contract has been completed (any one such event may be deemed by the Contracting Officer to be "Contract Completion" for purposes of this clause), whichever is earlier, and notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this Contract, the following actions shall occur regarding the Contractor's obligations regarding all of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract at the time of Contract Completion:
- (1) Subject to subparagraph (2) below, and notwithstanding any legal obligations independent of the Contract the Contractor may have regarding responsibilities for sponsorship, management, and administration of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, the Contractor shall remain the sponsor of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, in accordance with applicable legal requirements.
 - (2) The parties shall exercise their best efforts to reach agreement on the Contractor's responsibilities for sponsorship, management and administration of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract prior to or at the time of Contract Completion. However, if the parties have not reached agreement on the Contractor's responsibilities for sponsorship, management and administration of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract prior to or at the time of Contract Completion, unless and until such agreement is reached, the Contractor shall comply with written direction from the Contracting Officer regarding the Contractor's responsibilities for continued provision of pension and other benefits under the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, including but not limited to continued sponsorship of the plans as defined in paragraph (a) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, of this Contract, in accordance with applicable legal requirements. To the extent that the Contractor incurs costs in implementing direction from the Contracting Officer, the Contractor's costs will be reimbursed pursuant to applicable Contract provisions.

H.4 NO THIRD PARTY BENEFICIARIES

This Contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of

action or any other right or benefit upon past, present or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

H.5 OVERTIME CONTROL PLAN

Notwithstanding any other provision in this Contract, if the aggregate overtime premium pay as a percent (%) of base salary exceeds 2 % for non-represented employees or 10% for represented employees, the Contractor shall submit to the Contracting Officer separate annual *Overtime Control Plans* in accordance with the Section I Clause entitled, *FAR 52.222-2, Payment for Overtime Premiums*.

H.6 LABOR RELATIONS

- (a) The Contractor shall respect the right of employees to organize and to form, join, or assist labor organizations, to bargain collectively through their chosen labor representatives, to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any or all of these activities.
- (b) The Contractor shall meet with the Contracting Officer or designee(s) for the purpose of reviewing the Contractor's bargaining objectives prior to negotiations of any collective bargaining agreement or revision there to and shall consult with and obtain the approval of the Contracting Officer regarding appropriate economic bargaining parameters, including those for pension and medical benefit costs, prior to the Contractor entering into the collective bargaining process. During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposal which can be calculated to affect allowable costs under this Contract or which could involve other items of special interest to the Government. During the collective bargaining process, the Contractor shall obtain the approval of the Contracting Officer before proposing or agreeing to changes in any pension or other benefit plans.
- (c) The Contractor will seek to maintain harmonious bargaining relationships that reflect a judicious expenditure of public funds, equitable resolution of disputes and effective and efficient bargaining relationships consistent with the requirements of FAR Subpart 22.1 and DEAR Subpart 970.2201 and all applicable Federal and state labor relations laws.
- (d) The Contractor will notify the Contracting Officer or designee in a timely fashion of all labor relations issues and matters of local interest including organizing initiatives, unfair labor practice, work stoppages, picketing, labor arbitrations, and settlement agreements and will furnish such additional information as may be required by the Contracting Officer.

H.7 COLLECTIVE BARGAINING AGREEMENTS

The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure continuity of services. All

such agreements entered into during the Contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The Contractor shall include the substance of this Clause in any subcontracts for protective services or other services performed on the U.S. Department of Energy (DOE)-owned site which will affect the continuity of operation of the facility.

H.8 INCUMBENT EMPLOYEES, BENEFIT PLANS, AND APPROVAL FOR SUBCONTRACTORS TO PARTICIPATE IN THE PLANS

- (a) DOE and the Contractor shall agree to those subcontractors that will be subject to the requirements to provide pension and other benefits for Incumbent Employees as defined in paragraph (b)(2) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*. The Contractor shall submit its proposed agreement to DOE no later than thirty days prior to the close of the Transition Period, as defined in the Section F Clause entitled, *Period of Performance*.
- (b) The Contractor shall flow down to all subcontractors that are subject to the agreement in paragraph (a) of this Clause the requirements of paragraphs (g)(3) and (4), (i), (j), (k), and (l) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, and paragraphs (a) and (b) of the Section H clause entitled, *Post-Contract Responsibilities for Pension and Other Benefit Plans*.
- (c) For the purpose of determining allowability of costs, the Contractor shall not take any action that would result in the change of status of an Incumbent Employee with respect to Plans identified in paragraphs (a) and (b) of the Section H Clause entitled, *Employee Compensation: Pay and Benefits*, without the prior written approval of the Contracting Officer.
- (d) Subject to other subcontract review and approval requirements in this Contract, this Clause does not limit the Contractor's ability to utilize subcontractors as necessary to perform Contract requirements.

H.9 DETERMINATION OF APPROPRIATE LABOR STANDARDS

- (a) The U.S. Department of Energy (DOE) will determine the appropriate labor standards that apply to work activities in accordance with the *Davis-Bacon Act* or other applicable labor law. When requested by DOE, the Contractor shall provide the Contracting Officer the information in the form and timeframe required by DOE, as may be necessary for DOE to render a determination on Contracts in excess of \$2,000 for construction, alteration, or repair, including painting and decorating, of public buildings and public works that involve the employment of laborers and mechanics.

- (b) Once a determination is made, the Contractor is responsible for compliance with the determination and incorporation of applicable labor standard requirements into subcontracts.

H.10 IMPLEMENTATION OF THE HANFORD SITE STABILIZATION AGREEMENT

- (a) The Hanford Site Stabilization Agreement (HSSA) for all construction work for the U. S. Department of Energy (DOE) at the Hanford Site, which is referenced in this Clause, consists of a Basic Agreement dated September 10, 1984, plus Appendix A, both of which may be periodically amended. The HSSA is hereby incorporated into this Contract by reference. The Contractor is responsible for obtaining the most current text from DOE.
- (b) This Clause applies to employees performing work under Contracts (or subcontracts) administered by DOE which are subject to the *Davis-Bacon Act*, in the classifications set forth in the HSSA for work performed at the Hanford Site.
- (c) Contractors and subcontractors at all tiers who are parties to an agreement(s) for construction work with a Local Union having jurisdiction over DOE construction work performed at the Hanford Site, or who are parties to a national labor agreement for such construction work, shall become signatory to the HSSA and shall abide by all of its provisions, including its Appendix A. Subcontractors at all tiers who have subcontracts with a signatory Contractor or subcontractor shall become signatory to the HSSA and shall abide by all of its provisions, including its Appendix A.
- (d) Contractors and subcontractors at all tiers who are not signatory to the HSSA and who are not required under paragraph (c) above to become signatory to the HSSA, shall pay not less and no more than the wages, fringe benefits, and other employee compensation set forth in Appendix A thereto and shall adhere, except as otherwise directed by the Contracting Officer, to the following provisions of the Agreement:
 - (1) Article VII Employment (Section 2 only);
 - (2) Article XII Non-Signatory Contractor Requirements;
 - (3) Article XIII Hours of Work, Shifts, and Overtime;
 - (4) Article XIV Holidays;
 - (5) Article XV Wage Scales and Fringe Benefits (Sections 1 and 2 only);
 - (6) Article XVII Payment of Wages-Checking In and Out (Section 3 only);
 - (7) Article XX General Working Conditions; and
 - (8) Article XXI Safety and Health.
- (e) The Contractor agrees to make no contributions in connection with this Contract to Industry Promotion Funds, or similar funds, except with the prior approval of the Contracting Officer.
- (f) The obligation of the Contractor and its subcontractors to pay fringe benefits shall be discharged by making payments required by this Contract in accordance with the provisions of the amendments to the *Davis-Bacon Act* contained in the Act of July 2, 1964 (Public Law 88-349-78 Statutes 238-239), and U.S. Department of Labor regulations in implementation thereof (Code of Federal Regulations Title 29 Parts 1 and 5).

- (g) The Contracting Officer may direct the Contractor to pay amounts for wages, fringe benefits, and other employee compensation if the HSSA, including its Appendix A, is modified by the involved parties.
- (h) In the event of failure to comply with paragraphs (c) (d) (e) (f) and (g), or failure to perform any of the obligations imposed upon the Contractor and its subcontractors hereunder, the Contracting Officer may withhold any payments due to the Contractor and may terminate the Contract for default.
- (i) The rights and remedies of the Government provided in this Clause shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this Contract.
- (j) The requirements of this Clause are in addition to, and shall not relieve the Contractor of, any obligation imposed by other Clauses of this Contract, including Section I Clauses entitled, *FAR 52.222-4, Contract Work Hours and Safety Standards Act—Overtime Compensation, FAR 52.222-6, Davis-Bacon Act, FAR 52.222-7, Withholding of Funds, FAR 52.222-8, Payrolls and Basic Records, FAR 52.222-10, Compliance with Copeland Act Requirements, and FAR 52.222-12, Contract Termination – Debarment.*
- (k) The Contractor agrees to maintain its bid or proposal records showing rates and amounts used for computing wages and other compensation, and its payroll and personnel records during the course of work subject to this Clause, and to preserve such records for a period of three (3) years thereafter, for all employees performing such work. Such records will contain the name and address of each such employee, his/her correct classification, rate of pay, daily and weekly number of hours worked, and dates and hours of the day within which work was performed, deductions made, and amounts for wages and other compensation covered by paragraphs (c) (d) (e) (f) and (g) hereof. The Contractor agrees to make these records available for inspection by the Contracting Officer and will permit him/her to interview employees during working hours on the job.
- (l) The Contractor agrees to insert the provisions of this Clause including this paragraph (k) in all subcontracts for the performance of work subject to the *Davis-Bacon Act*.

A copy of the *Hanford Site Stabilization Agreement* is located at:

<http://www.hanford.gov>

The U.S. Department of Labor wage determinations for the *Davis-Bacon Act* and *Service Contract Act* are located at:

<http://www.wdol.gov>

H.11 WORKFORCE RESTRUCTURING

Notwithstanding any other provision in this Contract, when the Contractor determines that a reduction of force is necessary, the Contractor shall notify the Contracting Officer in writing and seek U.S. Department of Energy (DOE) approval. The Contractor shall take no further action until receiving approval and direction by the Contracting Officer. The Contractor shall provide information as directed by the Contracting Officer related to workforce

restructuring activities and to enable compliance with Section 3161 of the *National Defense Authorization Act for Fiscal Year 1993* and any other DOE guidance pertaining to employees who may be eligible for provisions of the Act. The Contractor shall comply with the *Hanford Site Workforce Restructuring Plan*, as amended, and shall supply workforce restructuring related information and reports as needed by DOE. The Contractor shall extend displaced employee hiring preference in accordance with the Section I Clause entitled, *DEAR 952.226-74, Displaced Employee Hiring Preference*.

H.12 WORKERS' COMPENSATION

The Hanford Workers' Compensation Program is an administrative function that provides for the support of the Hanford Site Workers' Compensation Program under U.S. Department of Energy (DOE) State of Washington Self-Insurance. Pursuant to State of Washington Revised Code (RCW) Title 51, DOE is a group self-insurer for purposes of workers' compensation coverage. Notwithstanding any other provision in this Contract, the coverage afforded by the workers' compensation statutes shall, for performance of work under this Contract at the Hanford Site, be subject to the following:

- (a) Under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington.
- (b) The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claims thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.
- (c) Under RCW Title 51.32.073, DOE is the self-insurer and is responsible for making quarterly payments to the L&I. In support of this arrangement, the Contractor shall be responsible for withholding appropriate employee contributions and forwarding these contributions on a timely basis, plus the employer-matching amount to DOE.
- (d) The workers' compensation program shall operate in partnership with Contractor employee benefits, risk management, and environmental, safety, and health management programs. The Contractor shall cooperate with DOE for the management and administration of the DOE-RL self-insurance program.
- (e) The Contractor shall be responsible for all predecessor Contractor claims that fall under DOE's self-insurance. The Contractor shall maintain and retain all claim data for information and reporting needs.
- (f) The Contractor shall certify as to the accuracy of the payroll record used by DOE in establishing the self-insurance claims reserves and cooperate with any state audit.
- (g) The Contractor shall provide statutory workers' compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington workers' compensation laws.

- (h) Time-loss compensation shall be paid to injured workers in accordance with the RCW § 51.08.178 and other applicable requirements. Compensation paid to workers in excess of the amounts required by statute are unallowable costs under this contract.
- (i) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, payroll records as required by Washington State Workers' Compensation laws.
- (j) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, the accident reports required by RCW Title 51, Section 51.28.010, or any other documentation requested by DOE pursuant to the Washington State Workers' Compensation laws.
- (k) Upon request, the Contractor shall submit to the Contracting Officer an evaluation and analysis of workers' compensation cost as a percent of payroll compared with the percentage of payroll cost reported by a nationally recognized Cost of Risk Survey that has been pre-approved by DOE.
- (l) The Contractor shall ensure all employees receive training and have a clear understanding of the workers' compensation process.
- (m) The Contractor shall develop and maintain a web site with Workers Compensation information and ensure that the web site is made available to employees within 45 days of the close of Transition.
- (n) The Contractor shall provide additional training to claimants on the workers' compensation process when a claim is filed. This training shall include but is not limited to information regarding company contacts, approvals needed for appointments, time off, documentation requirements, etc.
- (o) The Contractor shall submit ad hoc reports and other information as required by DOE.
- (p) The Contractor shall provide briefings to DOE as requested.
- (q) For purposes of workers' compensation, all entities included in the Contractor team arrangement, as defined below, shall be covered by DOE's self-insurance certification under Washington State Department of Labor and Industries for workers' compensation:
 - (1) Contractor team arrangement means an arrangement in which –
 - (i) Two or more companies form a partnership or joint venture to act as a potential prime Contractor; or
 - (ii) A potential prime Contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.
 - (2) Any changes to the Contractor team arrangement for purposes of workers' compensation coverage shall be subject to the prior approval of the Contracting Officer.

- (r) Subcontractors not meeting the Contractor teaming arrangement definition performing work under this Contract on behalf of the Contractor are not covered by the provision of the Memorandum of Understanding referenced above.
- (s) The Contractor shall flow-down to its subcontractors the requirements to provide statutory workers compensation coverage for the subcontractors' employees. The Contractor shall have no responsibility for subcontractor workers' compensation when it includes this requirement in the sub-contract(s).

H.13 ENERGY EMPLOYEES OCCUPATIONAL ILLNESS COMPENSATION PROGRAM ACT (EEOICPA)

The Contractor shall provide support of the EEOICPA established under Title XXXVI of the *National Defense Authorization Act of 2001* (Public Law 106-398). The Contractor shall provide records in accordance with the Section I Clause entitled, *DEAR 970.5204-3, Access to and Ownership of Records* in support of EEOICPA claims and the claim process under the EEOICPA.

The Contractor shall:

- (a) Verify employment and provide other records which contain pertinent information for compensation under the EEOICPA. The Contractor shall provide this support for itself and any named subcontractors' employees.
- (b) Provide reports as directed by the U.S. Department of Energy (DOE), such as costs associated with EEOICPA.
- (c) Provide an EEOICPA point-of-contact; this employee shall attend meetings, as requested by the U.S. Department of Energy Richland Operations Office (DOE-RL).
- (d) Locate, retrieve and provide a minimum of two (2) copies of any personnel and other program records as requested.
- (e) Perform records research needed to complete the Department of Labor (DOL) claims or to locate records needed to complete the claims.
- (f) Perform/coordinate records declassification activities required for the processing of claims forms.
- (g) Keep *Federal Compensation Program Act* (FCPA) information current on EEOICPA claims activities.
- (h) Ensure costs information is input to the FCPA electronic reporting system by the 10th of each month.
- (i) Ensure all EEOICPA claims received are completed and returned to DOE-RL within 45 calendar days of the date entered in the FCPA electronic reporting system.

The FCPA electronic reporting system will be provided to the Contractor.

H.14 ADVANCE UNDERSTANDING ON COSTS

The U.S. Department of Energy (DOE) and the Contractor will, within 60 days after Contract award, reach advance understandings regarding certain costs under this Contract. Such advance understandings enable both DOE and the Contractor to determine the allocability, allowability, and reasonableness of such costs prior to their incurrence, thereby avoiding subsequent disallowances and disputes, and facilitating prudent expenditure of public funds. It is expected that costs covered by such advance understandings will include employee travel and relocation, and employee compensation and benefits. Generally, DOE expects the incurrence of costs to be consistent with the Contractor's corporate-wide policies consistently and uniformly applied throughout its domestic operations subject to the specific limitations, conditions, and exclusions of FAR Subpart 31.2, *Contracts with Commercial Organizations*, as supplemented by DEAR 931.2, *Contracts with Commercial Organizations*. Advance understandings will be appended to the Contract in the Section J Attachment entitled, *Advance Understanding of Costs*.

H.15 KEY PERSONNEL

(a) Introduction.

Key Personnel are considered essential to the success of all work being performed under this Contract. This Clause provides specific requirements for the Key Personnel Team, requirements for changes to Key Personnel, reductions in Contract fee for changes to Key Personnel, and identification of all Key Personnel for this Contract.

(b) Key Personnel Team Requirements.

All Key Persons under this Contract are collectively referred to as the Key Personnel Team. The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel. In addition to the definition contained in the Section I Clause entitled, *DEAR 952.231-71, Insurance – Litigation and Claims*, Key Person(s) are considered managerial personnel.

(c) Definitions

- (1) For the purposes of this Clause, *Changes to Key Personnel* is defined as: (i) any change to the position assignment of a current Key Person under the Contract, except for a person who acts for short periods of time, in the place of a Key Person during his or her absence, the total time of which shall not exceed 30 working days during any given year; (ii) utilizing the services of a new substitute Key Person for assignment to the Contract; or (iii) assigning a current Key Person for work outside the Contract.
- (2) For the purposes of this Clause, *Beyond the Contractor's Control* is defined as an event for which the Contractor lacked legal authority or ability to prevent *Changes to Key Personnel*.

(d) Requirements for Changes to Key Personnel

- (1) The Contractor shall notify the Contracting Officer and request approval in writing at least 60 days in advance of any changes to Key Personnel.
- (2) The Contractor shall not make a change in Key Personnel without prior written approval of the Contracting Officer.
- (3) No Key Person position shall remain vacant for a period more than 30 days following Contracting Officer approval of a change in Key Personnel.
- (4) Approval of changes to Key Personnel is at the unilateral discretion of the Contracting Officer.

(e) Contract Fee Reductions for Changes to Key Personnel

- (1) Notwithstanding approval by the Contracting Officer, any time the Project Manager (the initial Project Manager or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, *Available Fee* described in Section B, *Supplies or Services and Prices/Costs*, will be permanently reduced by \$500,000 for each and every occurrence of a change to the Project Manager. A change to the Project Manager beyond the Contractor's control shall not result in a permanent reduction of fee under this paragraph.
- (2) Notwithstanding approval by the Contracting Officer, any time a Key Person other than the Project Manager (any initial Key Person or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of being placed in the position, *Available Fee* described in Section B, *Supplies or Services and Prices/Costs*, will be permanently reduced by \$100,000 for each and every occurrence of a change to the Key Person. A change to a Key Person other than the Project Manager beyond the Contractor's control shall not result in a permanent reduction of fee under this subsection.
- (3) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in Contract fee. Such written request shall include the factual basis for the request. The Contracting Officer shall have unilateral discretion to make the determination to waive or not waive all or part of a reduction in Contract fee.

(f) Key Personnel for this Contract

The list of Key Personnel for this Contract will be amended during the course of the Contract to add or delete Key Personnel as approved by the Contracting Officer. The following is the current list of Key Personnel for this Contract:

Name	Position
John Greenwood Lehew, III	PRC Project Manager
Victor C. Pizzuto	Project Manager of PFP Closure Project and PRC Chief Operating Officer
Patrice McEahern	Director of Safety, Health, Security and Quality
Steve T. Dahlgren	Project Manager of Balance of Site Decommissioning and Infrastructure Project
Moses Jaraysi	Director of Environmental Program and Regulatory Management
Dyan Foss	Project Manager for Soil and Groundwater Remediation Project
Kurt Kehler	Project Manager for Engineering, Procurement, and Construction Management
L. Ty Blackford	Project Manager for Waste and Fuels Management Project
David Del Vecchio	Project Manager for 100K Area Project

H.16 RADIOLOGICAL SITE SERVICES AND RECORDS, AND OCCUPATIONAL MEDICINE SERVICES AND RECORDS

- (a) The Contractor shall obtain Radiological Site Services (RSS) and occupational medicine services for all Contractor and subcontractor employees performing hazardous work that may expose workers to chemical, physical (including radiological), biological, and/or similar hazards. The Contractor shall identify required RSS and occupational medicine services as required by Section C, *Statement of Work, Government-Furnished Services and Information (GFS/I)*.
- (b) RSS are obtained as specified in Contract Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. RSS includes external dosimetry, internal dosimetry services, radiological instrumentation program, and radiological records services. The Section I Clauses entitled, DEAR 952.223-75, *Preservation of Individual Occupational Radiation Exposure Records* and DEAR 970.5204-3, *Access to and Ownership of Records* are implemented as follows with respect to radiological records: All radiological exposure records generated during the performance of Hanford-related activities will be maintained by the designated provider of this service listed in the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix* and are the property of the U.S. Department of Energy (DOE).
- (c) Occupational medicine services are provided under this Contract by the Hanford Site occupational medicine services contractor as specified in Contract Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*. The Section I Clause entitled, DEAR 970.5204-3, *Access to and Ownership of Records* is implemented as follows with respect to occupational medicine records: All occupational medicine records generated during the performance of Hanford-related activities will be maintained by the Hanford Site occupational medicine services provider and are the property of DOE.

H.17 STOP-WORK AND SHUTDOWN AUTHORIZATION

(a) Definitions:

Imminent Danger: Any condition or practice such that a hazard exists that could reasonably be expected to cause death, serious physical harm, or other serious hazard to employees, unless immediate actions are taken to mitigate the effects of the hazard and/or remove employees from the hazard.

Adversely Affects Safe Operation of Facility or Serious Facility Damage: A condition, situation, or activity that if not terminated or mitigated could reasonably be expected to result in: nuclear criticality; facility fire/explosion; major facility or equipment damage or loss; or, a facility evacuation response.

Stop Work Criteria:

- (1) Conditions exist that pose an imminent danger to the health and safety of workers or the public; or
- (2) Conditions exist, that if allowed to continue, could adversely affect the safe operation of, or could cause serious damage to, the facility; or
- (3) Conditions exist, that if allowed to continue, could result in the release from the facility to the environment of radiological or chemical effluents that exceed applicable regulatory requirements or approvals.

(b) DOE Stop Work Order.

In accordance with Section I, *Contract Clause*, I.143, DEAR 970.5223-1 *Integration of Environment, Safety, and Health into Work Planning and Execution* the DOE Contracting Officer has the ability to issue a DOE Stop Work Order stopping work in whole or in part if:

- (1) the contractor fails to provide resolution of any noncompliance with applicable requirements and Safety Management System or if,
- (2) at any time the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public.

In addition, a DOE Stop Work Order can be initiated if the Stop Work Criteria as defined in Section H.17 (a) is met dependent on the severity and extent of the condition.

The DOE Stop Work Order shall be executed in accordance with Section F, *Deliverables or Performance*, F.3 FAR 52.242-15, STOP-WORK ORDER

(c) DOE Stop Work Action.

DOE personnel provide safety oversight of contractor operations and have the authority to initiate a DOE Stop Work Action if the Stop Work Criteria as defined in Section H.17

(a) is met. DOE personnel have the authority to shutdown an entire facility, activity, or job. Following a DOE Stop Work Action the contractor shall:

- (1) Immediately stop the identified activity or activities (up to and including entire plant shutdown);
- (2) Place the area, activity, facility, etc. into a safe condition;
- (3) Determine actions necessary to address the unsafe condition;
- (4) Provide proposed corrective actions to the DOE initiator of the DOE Stop Work Action;
- (5) Prior to restarting work, inform the DOE initiator that the corrective actions allowing for restart have been completed;
- (6) Restart work only after the unsafe condition is mitigated and the DOE has given verbal direction to allow restart; and
- (7) If requested, provide DOE a Corrective Action Plan subsequent to the resumption of work in accordance with contractual requirements.

(d) Contractor Stop Work Action

- (1) The contractor shall establish a stop work process/procedure that:
 - (i) Meets the requirement of 10 CFR 851.20, *Management responsibilities and worker rights and responsibilities*
 - (ii) At a minimum uses the Stop Work Criteria defined in Section H.17 (a) for when a Contractor Stop Work Action is required; and
 - (iii) Meets the tenets of the "Stop Work Policy."
- (2) Upon initiating a Contractor Stop Work Action the contractor shall:
 - (i) Immediately stop the identified activity or activities (up to and including entire plant shutdown);
 - (ii) Place the area, activity, facility, etc. into a safe condition;
 - (iii) Notify the DOE Facility Representative if the Contractor's Stop Work Action meets the Stop Work Criteria defined in Section H.17 (a), or notification of facility management is required for the issue;
 - (iv) Determine actions necessary to address the unsafe condition;
 - (v) Restart work only after the unsafe condition is mitigated.

(e) Stop Work Policy.

The following represent the site's Stop Work Policy:

Stop Work Responsibility: Every Hanford site employee, regardless of employer, has the responsibility and authority to stop work IMMEDIATELY, without fear of reprisal, when the employee is convinced:

- (1) Conditions exist that pose a danger to the health and safety of workers or the public; or
- (2) Conditions exist, that if allowed to continue, could adversely affect the safe operation of, or could cause serious damage to, a facility; or
- (3) Conditions exist, that if allowed to continue, could result in the release from the facility to the environment of radiological or chemical effluents that exceed applicable regulatory requirements or approvals.

Reporting Unsafe Conditions: Employees are expected to report any activity or condition which he/she believes is unsafe. Notification should be made to the affected worker(s) and then to the supervisor or designee at the location where the activity or condition exists. Following notification, resolution of the issue resides with the responsible supervisor.

Right to a Safe Workplace: Any employee who reasonably believes that an activity or condition is unsafe is expected to stop or refuse work without fear of reprisal by management or coworkers and is entitled to have the safety concern addressed prior to participating in the work.

Stop Work Resolution: If you have a "stop work" issue that has not been resolved through established channels, immediately contact your employer's Safety Representative or your Union Safety Representative. Alternatively, you may contact the employer's Employee Concerns Program or the DOE Employee Concerns Program.

H.18 ALLOCATION OF RESPONSIBILITY AND LIABILITY FOR CONTRACTOR AND U.S. DEPARTMENT OF ENERGY (DOE) ENVIRONMENTAL COMPLIANCE ACTIVITIES

(a) In this Clause:

- (1) "Environmental" requirements means requirements imposed by applicable Federal, state, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, or compliance agreements including the *Hanford Federal Facility Agreement and Consent Order*, consent orders, permits, and licenses; and
- (2) "Party" means either the Contractor or DOE.

- (b) Responsibility and liability for fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation regardless of which party:
 - (1) The cognizant regulatory authority fines or penalizes;
 - (2) Signs permit applications (including situations where DOE signs defective or non-conforming permit applications or other environmental submittals prepared by or under the direction of the Contractor), manifests, reports, or other required documents;
 - (3) Is a permittee; or
 - (4) Is the named subject of an enforcement action or assessment of a fine or penalty.
- (c) Consequently, if the Contractor causes a violation:
 - (1) All fines and penalties arising from or related to violations of environmental requirements are unallowable costs. If DOE pays a fine or penalty for a violation that the Contractor caused, the amount of the fine or penalty shall be due from the Contractor, and DOE may immediately offset that amount against payments to which the Contractor is otherwise entitled for allowable costs and fee, or any other funds otherwise owed by the Government to the Contractor; and
 - (2) In accordance with subsection (e) of the Section I Clause entitled, *DEAR 952.231-71, Insurance-Litigation and Claims*, costs of challenging or defending actions brought against the Contractor for violations of environmental requirements are specifically disallowed. However, if the Contracting Officer provides prior written authorization to challenge or defend against the action, the Contractor shall proceed in accordance with *DEAR 952.231-71, Insurance-Litigation and Claims*. If the Contractor proceeds with the action without the prior written authorization of the Contracting Officer, the costs of the challenge or defense may be allowable if there is no settlement, conviction, or finding of liability.

H.19 ENVIRONMENTAL RESPONSIBILITY

- (a) General. The Contractor is required to comply with all environmental laws, regulations, and procedures applicable to the work being performed under this Contract. This includes, but is not limited to, compliance with applicable Federal, State and local laws and regulations, interagency agreements such as the *Hanford Federal Facility Agreement and Consent Decree* [also known as the Tri-Party Agreement (TPA)], consent orders, consent decrees, and settlement agreements between the U. S. Department of Energy (DOE) and Federal and state regulatory agencies. For the purposes of this Contract, the TPA constitutes a requirement pursuant to which the Contractor agrees to plan and perform the Contract work.

- (b) Environmental Permits. This Clause addresses three permit scenarios, where the Contractor is the sole permittee; where the Contractor and DOE are joint permittees; and where multiple Contractors are permittees.
- (1) Contractor as Sole Permittee. To the extent permitted by law and subject to other applicable provisions of the Contract that impose responsibilities on DOE, and provisions of law that impose responsibilities on DOE or third parties, the Contractor shall be responsible for obtaining in its own name, shall sign, and shall be solely responsible for compliance with all permits, authorizations and approvals from Federal, State, and local regulatory agencies which are necessary for the performance of the work required of the Contractor under this Contract. Under this permit scenario, that Contractor shall make no commitments or set precedents that are detrimental to DOE or other contractors. The Contractor shall coordinate its permitting activities with DOE, and with other Hanford Site contractors which may be affected by the permit or precedent established therein, prior to taking the permit action.
 - (2) DOE as Permittee, or Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE will sign permits as permittee, or as owner or as owner/operator with the Contractor as operator or co-operator, respectively. DOE will co-sign hazardous waste permit applications as owner/operator where required by applicable law. In this scenario, the Contractor shall coordinate its actions with DOE. DOE is responsible for timely notification to the Contractor of any issues or changes in the regulatory environment that impact or may impact Contractor implementation of any permit requirement. The Contractor shall be responsible for timely notification to DOE of any issues or changes in the regulatory environment that impact or may impact Contractor implementation of any permit requirement. Notification need not be in writing.
 - (3) Multiple Contractors as Permittees. Where appropriate, in situations where multiple contractors are operators or co-operators of operations requiring environmental permits, DOE will sign such permits as owner or co-operator and affected contractors shall sign as operators, or co-operators. In this scenario, the Contractor shall coordinate as appropriate with DOE and other contractors affected by the permit.
- (c) Permit Applications. The Contractor shall provide to DOE for review and comment in draft form any permit applications and other regulatory materials necessary to be submitted to regulatory agencies for the purposes of obtaining a permit. In the event that the permit application is required to be co-signed, submitted by DOE, or is related to a permit in which DOE is a permittee, the Contractor shall provide the application for review and comment. Whenever reasonably possible all such materials shall be provided to DOE initially not later than 90 days prior to the date they are to be submitted to the regulatory agency. The Contractor shall normally provide final regulatory documents to DOE at least 30 days prior to the date of submittal to the regulatory agencies for DOE's final review and signature or concurrence which shall be performed by DOE in a prompt manner. Special circumstances may require permits to be submitted in a shorter time frame. The Contractor may submit for DOE's consideration, requests for alternate review, comment, or signature, schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such requests shall be submitted 30 days before such material would ordinarily be required

to be provided to DOE. Any such schedule revision shall be effective only upon approval from the Contracting Officer.

- (d) Financial Responsibility. DOE agrees that if bonds, insurance, or administrative fees are required as a condition for permits obtained by the Contractor under this Contract, such costs shall be allowable. In the event such costs are determined by DOE to be excessive or unreasonable, DOE will provide the regulatory agency with an acceptable form of financial responsibility. Under no circumstances shall the Contractor or its parent be required to provide any corporate resources or corporate guarantees to satisfy such regulatory requirements.
- (e) Copies, Technical Information. The Contractor shall provide DOE copies of all environmental permits, authorizations, and regulatory approvals issued to the Contractor by the regulatory agencies. DOE will, upon request, make available to the Contractor access to copies of all environmental permits, authorizations, and approvals issued by the regulatory agencies to DOE that the Contractor may need to comply with applicable law. The Contractor and DOE will provide to each other copies of all documentation, such as, letters, reports, or other such materials transmitted either to or from regulatory agencies relating to the Contract work. The Contractor and DOE shall maintain all necessary technical information required to support applications for revision of DOE or other Hanford Site Contractor environmental permits when such applications or revisions are related to the Contractor's operations. Upon request, the Contractor or DOE shall provide to the other access to all necessary and available technical information required to support applications for or revisions to permits or permit applications. The Contractor shall provide to DOE a certification statement relating to such technical information in the form required by the following paragraph.
- (f) Certifications. The Contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. The Contractor shall include the following certification statement in the submittal of such materials to DOE:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

The certification statement shall be signed by the individual authorized to sign such certification statements submitted to Federal or state regulatory agencies under the applicable regulatory program.

- (g) Fines, Penalties, Allowable Costs. The Contractor shall accept, in its own name, service of proposed notices, or notices of, correction, penalty, fine, violation, administrative orders, citation, or notice of alleged violations, (e.g., Notice of Correction [NOC], Notice of Penalty [NOP], Notice of Fine [NOF], Preliminary Notice of Violation [PNOV], Notice of Violation [NOV], and Notice of Alleged Violation [NOAV]) and any similar type notices issued by

Federal or State regulators to the Contractor resulting from or relating to Contractor's performance of work under this Contract, without regard to liability. The Contractor shall immediately notify DOE of such receipt and shall provide copies or originals of such documents as soon as possible thereafter.

- (h) Negotiations. DOE may in its discretion choose to be in charge of, and direct, all negotiations with regulatory agencies regarding permits, fines, penalties, and any other proposed notice, notice, administrative order, and any similar type of notice as described in paragraph (g) above. As directed or required by DOE, the Contractor shall participate in negotiations with regulatory agencies; however, the Contractor shall not make any commitments or offers to regulators purporting to bind or binding the Government in any form or fashion, including monetary obligations, without receiving written authorization or concurrence from the Contracting Officer or his/her authorized representative prior to making such offers/commitments. Failure to obtain such advance written approval may result in otherwise allowable costs being declared unallowable and/or the Contractor being liable for any excess costs to the Government associated with or resulting from such offers/commitments.
- (i) Termination, Expiration, Permit Transfer. In the event of expiration or termination of this Contract, DOE may require the Contractor to take all necessary steps to transfer on an allowable cost basis some or all environmental permits held by the Contractor. DOE will assume responsibility for such permits, with the approval of the regulating agency, and the Contractor shall be relieved of all liability and responsibility to the extent that such liability and responsibility results from the acts or omissions of a successor Contractor, DOE, or their agents, representatives, or assigns. The Contractor shall remain liable for all unresolved costs, claims, demands, fines and penalties, including reasonable legal costs, arising prior to the date such permits are transferred to another party. The Contractor shall not be liable for any such claims occurring after formal transfer unless said claims result from the Contractor's action or inaction that occurred prior to transfer.
- (j) Miscellaneous. The Contractor shall accept assignment or transfer of permits pertaining to matters under this Contract currently held by DOE and its existing Contractor. The Contractor may submit for DOE's consideration, requests for alternate review, comment, or signature schedules for environmental permit applications or other regulatory materials covered by this Clause. Any such schedule revision shall be effective only upon written approval from the Contracting Officer.

H.20 SELF-PERFORMED WORK

- (a) Unless otherwise approved in advance by the Contracting Officer, the percentage of work which may be self-performed by the large business(es) of the Contractor team arrangement (as described in *FAR 9.6, Contracting Team Arrangements*), shall be limited collectively to not more than 65 percent (%) of the *Total Contract Price*. This limitation does not apply to any small business member of the Contractor team arrangement. Unless otherwise approved in advance by the Contracting Officer, work to subcontractors outside of the Contractor team arrangement shall be performed through competitive procurements with an emphasis on fixed-price subcontracts.
- (b) At least 17 % of the *Total Contract Price* shall be performed by small business. Small business members of the Contractor team arrangement, and subcontractors selected

after Contract award, count toward fulfillment of this requirement and other small business goals in this Contract.

- (c) Reporting requirements to confirm compliance with these thresholds and limitations are described in Section C, *Statement of Work*.

H.21 EMERGENCY CLAUSE

- (a) The U.S. Department of Energy (DOE) Richland Operations Office (DOE-RL) Manager and/or the DOE Office of River Protection (DOE-ORP) Manager or designee shall have sole discretion to determine when an emergency situation exists at the Hanford Site. In the event that either the DOE-RL or DOE-ORP Manager or designee determines such an emergency exists, the applicable DOE Manager or designee will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. The applicable DOE Manager or designee may direct the activities of the Contractor and subcontractors throughout the duration of the emergency.
- (b) During declared security events, DOE-RL may assume direct command and control of the Hanford Patrol. The Chief of the Hanford Patrol shall report directly to the DOE-RL Director of Security and Emergency Services (SES) once DOE-RL has assumed command.
- (c) The Contractor shall include this Clause in all subcontracts at any tier for work performed at the Hanford Site.

H.22 FINANCIAL MANAGEMENT SYSTEM REQUIREMENTS

- (a) The Contractor shall operate and maintain a financial management system that:
 - (1) Conforms with Generally Accepted Accounting Principles, Federal Financial Accounting Standards, Cost Accounting Standards, and U.S. Department of Energy (DOE) requirements;
 - (2) Provides accurate, reliable, and auditable financial and statistical data on a timely basis;
 - (3) Ensures accountability for all assets;
 - (4) Supports financial planning and budget formulation, validation, execution, and the recasting or changing of DOE funding or task codes such as budget and reporting classification (BRC) numbers, program task numbers, and local projects/tasks;
 - (5) Restricts the movement of funds between project baseline summaries (PBSs) consistent with Congressional appropriation language;
 - (6) Notifies DOE as soon as possible when potential reprogramming actions are required (e.g., movement of funds between PBSs);

- (7) Integrates and reports the financial information for subcontractors; and
 - (8) Provides all other necessary financial reports, which shall include accumulating and reporting indirect and support costs by function. The Contractor may be requested, periodically, to provide detail cost element information at the institutional level using standard definitions and applications.
- (b) The Contractor shall provide monthly electronic files data supporting payments cleared financing arrangement draw downs, and cost accrual and accrual reversal records to the Contracting Officer. Within the electronic submission, the Contractor shall provide data elements required to:
- (1) Determine that all costs drawn down by the Contractor were necessary and reasonable per the terms and conditions of the Contract. This includes, but is not limited to: invoice number, billing period, work breakdown structure number, purchase order number and line item, quantity/hours, description of goods or services provided, cost type, cost categories, unit price, amount, and adders.
 - (2) Properly record all Contract costs and property in the DOE accounting system (Standard Accounting and Reporting System [STARS]). This includes, but is not limited to: reporting entity, financial plan, local organization, fund-code, control program number (i.e., budget and reporting numbers), program task number, PBS numbers, the fiscal year the funds were provided, the project/task number, object class, sub-object classes, other party identifiers, and budget reference numbers for plant and equipment line item number (if applicable).

Upon request, the Contractor shall also provide written documentation to support the electronic invoices to the Contracting Officer or his/her designee.

- (c) The Contractor shall submit a plan for Contracting Officer approval of any substantive change to the financial management system or subsystems at least 60 days in advance of implementation. This plan must identify the cost and schedule for changing from the existing financial systems, and provide a comparison of the capabilities of the new system(s) to the existing system(s). Any new system modifications are subject to review and audit.
- (d) The Contractor shall provide reports at DOE direction. Some examples of such reports are:
- (1) Annual Estimated Property Valuation Report;
 - (2) Monthly Contract Funds Status Report;
 - (3) Monthly Depreciation Changes;
 - (4) Quarterly Erroneous Payment Report;
 - (5) Monthly Standard Accounting and Reporting System;
 - (6) Year-End Requirements and FY20XX Planning Requirements;
 - (7) Semi-Annual Travel Target Report; or

- (8) Quarterly International Transactions Report.

H.23 PAYMENTS AND ADVANCES

- (a) Payment of Provisional and Incremental Fee. *Provisional and Incremental Fee* are payable following the Government's determination of *Available Fee* in accordance with the Section B Clause entitled, *Fee Structure*. *Provisional Fee* and earned *Incremental Fee* shall be made by direct payment or withdrawn from funds advanced or available under this Contract, as determined by the Contracting Officer, in accordance with the Section B Clause entitled, *Fee Determination and Payment*. The Contracting Officer may offset against any such fee payment the amounts owed to the Government by the Contractor, including any amounts owed for disallowed costs under this Contract. No *Provisional or Incremental Fee* may be withdrawn against the payments cleared financing arrangement without the prior written approval of the Contracting Officer.
- (b) Payments on Account of Allowable Costs. The Contracting Officer and the Contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the Contracting Officer (for example, negotiated fixed amounts) shall be made from advances of Government funds. When pension contributions are paid by the Contractor to the retirement fund less frequently than quarterly, accrued costs therefore shall be excluded from costs for payment purposes until such costs are paid. If pension contributions are paid on a quarterly or more frequent basis, accrual therefore may be included in costs for payment purposes, provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from cost for payment purposes until payment has been made.
- (c) Special Financial Institution Account Use. All advances of Government funds shall be withdrawn pursuant to a payments cleared financing arrangement prescribed by DOE in favor of the financial institution or, at the option of the Government, shall be made by direct payment or other payment mechanism to the contractor, and shall be deposited only in the special financial institution account referred to in the Special Financial Institution Account Agreement, which is incorporated into this Contract. No part of the funds in the Special Financial Institution Account shall be commingled with any funds of the Contractor or used for a purpose other than that of making payments for costs allowable and, if applicable, fees earned under this Contract, negotiated fixed amounts, or payments for other items specifically approved in writing by the Contracting Officer. If the Contracting Officer determines that the balance of such Special Financial Institution Account exceeds the Contractor's current needs, the Contractor shall promptly make such disposition of the excess as the Contracting Officer may direct.
- (d) Title to Funds Advanced. Title to the unexpended balance of any funds advanced and of any Special Financial Institution Account established pursuant to this Clause shall remain in the Government and be superior to any claim or lien of the financial institution of deposit or others. It is understood that an advance to the Contractor hereunder is not a loan to the Contractor, and will not require the payment of interest by the Contractor, and that the Contractor acquires no right, title or interest in or to such advance other than the right to make expenditures therefrom, as provided in this Clause.

- (e) Financial Settlement. The Government shall promptly pay to the Contractor the unpaid balance of allowable costs (or other items specifically approved in writing by the Contracting Officer) and fee upon termination of the work, expiration of the term of the Contract, or completion of the work and its acceptance by the Government after:
- (1) Compliance by the Contractor with DOE patent clearance requirements, and
 - (2) The furnishing by the Contractor of:
 - (i) An assignment of the Contractor's rights to any refunds, rebates, allowances, accounts receivable, collections accruing to the Contractor in connection with the work under this Contract, or other credits applicable to allowable costs under the Contract;
 - (ii) A closing financial statement;
 - (iii) The accounting for Government-owned property required by the Section I Clause entitled, *FAR 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)*; and
 - (iv) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract subject only to the following exceptions:
 - (A) Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the Contractor;
 - (B) Claims, together with reasonable expenses incidental thereto, based upon liabilities of the Contractor to third parties arising out of the performance of this Contract; provided that such claims are not known to the Contractor on the date of the execution of the release; and provided further that the Contractor gives notice of such claims in writing to the contracting officer promptly, but not more than one (1) year after the Contractor's right of action first accrues. In addition, the Contractor shall provide prompt notice to the Contracting Officer of all potential claims under this Clause, whether in litigation or not (see also Section I Clause entitled, *DEAR 952.231-71, Insurance – Litigation and Claims*);
 - (C) Claims for reimbursement of costs (other than expenses of the Contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of this contract relating to patents; and
 - (D) Claims recognizable under the Section I Clause entitled, *DEAR 952.250-70, Nuclear Hazards Indemnity Agreement*.

- (3) In arriving at the amount due the Contractor under this Clause, there shall be deducted,
- (i) Any claim which the Government may have against the Contractor in connection with this Contract, and
 - (ii) Deductions due under the terms of this Contract and not otherwise recovered by or credited to the Government. The unliquidated balance of the Special Financial Institution Account may be applied to the amount due and any balance shall be returned to the Government forthwith.
- (f) Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the Contracting Officer shall prescribe.
- (g) Discounts. The Contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the Contracting Officer finds that action is not in the best interest of the Government.
- (h) Collections. All collections accruing to the Contractor in connection with the work under this Contract, except for the Contractor's fee and royalties or other income accruing to the Contractor from technology transfer activities in accordance with this Contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the Contracting Officer pursuant to Section I Clause entitled, *DEAR 970.5204-2, Laws, Regulations, and DOE Directives* and, to the extent consistent with those requirements, shall be deposited in the Special Financial Institution Account or otherwise made available for payment of allowable costs under this contract, unless otherwise directed by the Contracting Officer.
- (i) Direct Payment of Charges. The Government reserves the right, upon ten (10) days of written notice from the Contracting Officer to the Contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this Contract. Any payment so made shall discharge the Government of all liability to the Contractor.
- (j) Determining Allowable Costs. The Contracting Officer shall determine allowable costs in accordance with the Federal Acquisition Regulation Subpart 31.2 and the Department of Energy Acquisition Regulation Part 931, *Contract Cost Principles and Procedures* in effect on the date of this Contract and other provisions of this Contract.
- (k) Certification and Penalties. The Contractor shall prepare and submit a "Final Indirect Rate Proposal" in accordance with Section I Clause entitled, *FAR 52.216-7, Allowable Cost and Payment/DEAR 952.216-7, Allowable Cost and Payment; Alternate II*, for the total of net expenditures incurred for the period covered by the Cost Statement. It is anticipated that this will be an annual submission unless otherwise agreed to by the Contracting Officer. The Contractor shall certify the Cost Statement subject to the penalty provisions for unallowable costs as stated in sections 306(b) and (i) of the *Federal Property and Administrative Services Act of 1949 (41 U.S.C. 256)*, as amended.

H.24 ALTERNATIVE DISPUTE RESOLUTION (ADR)

- (a) The U. S. Department of Energy (DOE) and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree to jointly select a “standing neutral.” The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.
- (b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:
 - (1) DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.
 - (2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.
 - (3) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this Clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim under the Section I Clause entitled, *FAR 52.233-1 Disputes*, it must do so within 30 days of receipt of the written position from the other party.

H.25 LITIGATION SUPPORT

- (a) The Contractor shall maintain a legal function to support litigation, arbitration, environmental, procurement, employment, labor, and the *Price-Anderson Amendments Act* areas of law. The Contractor shall provide sound litigation management practices. Within 60 days of Contract award, the Contractor shall provide a *Litigation Management Plan* compliant with Code of Federal Regulations Title 10 Subpart 719, *Contractor Legal Management Requirements*.
- (b) As required by the Contracting Officer, the Contractor shall provide support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not necessarily limited to: case preparation, document retrieval, review and reproduction, witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding.

H.26 ASSIGNMENT AND ADMINISTRATION OF SUBCONTRACTS

- (a) Assignment of Subcontracts. The Government reserves the right to direct the Contractor to assign to the Government or another Contractor any subcontract awarded under this Contract, including lower-tier subcontracts. This Clause is required as a flow-down Clause in all subcontracts.
- (b) Assignment of DOE Prime Contracts. During the period of performance of this Contract it may become necessary for the U.S. Department of Energy (DOE) to transfer and assign (and Contractor agrees to accept) existing or future DOE prime contracts supporting site work to this Contract. The transfer of these prime contracts will be for administration purposes and in effect the transferred contracts will become subcontracts to this Contract. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the Contracting Officer prior to the transfer or assignment.
- (c) Administration of Subcontracts. The administration of all subcontracts entered into and/or managed by the Contractor, including responsibility for payment hereunder, shall remain with the Contractor unless assigned at the direction of the DOE.
- (d) Transfer of Subcontracts. The Contractor agrees to accept transfer of existing subcontracts as determined necessary by DOE for continuity of operations. The Contractor shall attempt to negotiate changes to the assigned subcontracts incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the Contracting Officer in writing.

H.27 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT PERFORMANCE

The following provisions shall apply in the event the Contractor does not complete Contract performance for any reason:

- (a) Regarding technical data and other intellectual property, the U.S. Department of Energy (DOE) may take possession of all technical data, including limited rights data and data obtained from subcontractors, licensors, and licensees, necessary to complete the project, as well as the designs, operation manuals, flowcharts, software, information, etc., necessary for performance of the work, in conformance with the purpose of this Contract. Proprietary data will be protected in accordance with the limited rights data provisions of the Section I Clause entitled *DEAR 970.5227-1 Rights in Data-Facilities*. The Contractor shall ensure that its subcontractors and licensors make similar rights available to DOE and its contractors.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this Contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to

practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at anytime from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.

- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and any licenses in any third party intellectual property for operations, remediation and closure of the facilities to DOE or such other third party as DOE may designate.

H.28 PRIVACY ACT SYSTEMS OF RECORDS

- (a) The Contractor shall design, develop, or adopt the following systems of records on individuals to accomplish an agency function pursuant to the Section I Clause entitled, *FAR 52.224-2, Privacy Act*.

<u>System No.</u>	<u>Title</u>
DOE-5	Personnel Records of Former Contractor Employees
DOE-11	Emergency Locator Records
DOE-13	Payroll & Locator Records
DOE-14	Report of Compensation
DOE-15	Payroll & Pay-Related Data for Employees of Terminated Contractors
DOE-23	Richland Property System
DOE-28	General Training Records
DOE-33	Personnel Medical Records
DOE-35	Personnel Radiation Exposure Records
DOE-40	Contractor Employees Insurance Claims
DOE-51	Employee and Visitor Access Control Records
DOE-53	Access Authorization for ADP Equipment
DOE-58	General Correspondence Files

- (b) The above list shall be revised by mutual agreement between the Contractor and the Contracting Officer as necessary to keep it current. A formal modification to the Contract is not required to incorporate these revisions; but the revisions become effective upon mutual agreement of the parties. The mutually agreed upon revisions shall have the same effect as if actually listed above for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the Section I Clause entitled, *FAR 52.224-2, Privacy Act*. The revisions will be formally incorporated per the next annual Contract update modification, unless added sooner by the Contracting Officer.

H.29 RESPONSIBLE CORPORATE OFFICIAL

The Contractor has provided a Guarantee of performance from its parent company in the form set forth in Section J Attachment entitled, *Performance Guarantee Agreement*. If the Contractor is a joint venture, newly-formed Limited Liability Company (LLC), or other similar entity where more than one company is involved in a business relationship created for the purpose of this procurement, the parent companies of all the entities forming the new entity shall all provide Guarantees, which Guarantees shall provide for joint and severable liability for the performance of the Contractor. DOE may contact, as necessary, the single responsible corporate official

identified below, who is at an organizational level above the Contractor and who is accountable for the performance of the Contractor.

Name: Mark S. Spears
Position: President, Nuclear Business Group
Company/Organization: CH2M Hill
Address: 9191 S. Jamaica Street, Englewood, CO 80112
Phone: 720-286-1537
Facsimile: 720-286-9501
Email: Mark.Spears@ch2m.com

The Contractor shall notify the Contracting Officer in writing within 30 days of any change to the Responsible Corporate Official.

H.30 MENTOR-PROTÉGÉ PROGRAM

- (a) Both the U.S. Department of Energy (DOE) and the Small Business Administration (SBA) have established Mentor-Protégé Programs to encourage Federal prime Contractors to assist small businesses, firms certified under Section 8(a) of the *Small Business Act* by the 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 its business abilities. Within 90 days of Contract award and continuing throughout the Contract period of performance, the Contractor shall mentor at least one active Protégé company through the DOE and/or SBA Mentor-Protégé Programs. Mentor and Protégé firms will develop and submit "lessons learned" evaluations to DOE at the conclusion of the Contract.
- (b) DOE Mentor-Protégé Agreements shall be in accordance with DEAR Subpart 919.70, *The Department of Energy Mentor-Protégé Program*.
- (c) SBA Mentor-Protégé Agreements shall be in accordance with applicable SBA regulations.

H.31 LOBBYING RESTRICTION (ENERGY AND WATER ACT 2006)

The Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence Congressional action on any legislation or appropriation matters pending before Congress, other than communication to Members of Congress as described in United States Code Title 18 Part 1913, *Lobbying with Appropriated Moneys*. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.32 COUNTERINTELLIGENCE (CI) SITE SPECIFIC REQUIREMENTS

Pursuant to Executive Order 12333, *United States Intelligence Activities* and DOE procedures for intelligence activities, it is DOE policy to protect programs, resources, facilities, and personnel from intelligence collection by or on behalf of international terrorists, foreign powers,

or entities and related threats through implementation of an effective, efficient Counterintelligence (CI) Program. DOE Order 475.1, *Counterintelligence Program*, reflects the current CI Program scope and requirements. These requirements are set forth locally in the Site CI Support Plan (SCSP). The local CI Program is managed and administered by the DOE Office of Intelligence and Counterintelligence, Directorate of Counterintelligence, Richland Regional Office (RLR-OCI) with the assistance of DOE organizations and contractors as identified in the SCSP. The Contractor agrees to fulfill the requirements of the SCSP.

H.33 SEPARATE CORPORATE ENTITY

The prime contractor under this Contract shall be a separate corporate entity established solely to perform Plateau Remediation Contract activities. The separate corporate entity may be a partnership or joint venture as described in FAR Subpart 9.601(1), *Contractor Team Arrangements, Definition*. Requirements for access to Key Personnel under this separate corporate entity are described in the Section H Clause, entitled, *Key Personnel*.

H.34 PERFORMANCE GUARANTEE AGREEMENT

The Contractor or the Contractor's parent organization(s) has (have) provided a Performance *Guarantee Agreement* in a manner and form acceptable to the Contracting Officer assuring the performance, duties, and responsibilities of the Contractor, including repayment of unearned provisional fee, will be satisfactorily fulfilled. The *Performance Guarantee Agreement*, August 17, 2007, is incorporated herein by reference and included as Contract Section J Attachment, entitled, *Performance Guarantee Agreement*.

H.35 WITHDRAWAL OF WORK

- (a) The Government may, at its option and during the performance of this Contract unilaterally have any of the work contemplated by Section C, *Statement of Work*, of this Contract performed by either another Contractor or to have the work performed by Government employees.
- (b) Work may be withdrawn:
 - (1) In order for the Government to conduct pilot programs;
 - (2) If the Contractor's estimated cost of the work is considered unreasonable;
 - (3) For less than satisfactory performance by the Contractor; or
 - (4) For any other reason deemed by the Contracting Officer to be in the best interests of the Government.
- (c) If the withdrawn work has been authorized under the Performance Measurement Baseline for the current year, the work shall be terminated in accordance with the procedures in the Section I Clause entitled, *FAR 52.249-6, Termination (Cost-Reimbursement)*.

- (d) If any work is withdrawn by the Contracting Officer, the Contractor agrees to fully cooperate with the new performing entity and to provide whatever support is required.

H.36 USE OF DOE FACILITIES

The Contractor may conduct programs of local community assistance to mitigate adverse impacts of closure or reconfiguration of U.S. Department of Energy (DOE) facilities. Such programs may provide for the lease or transfer of DOE property at less than fair market value in accordance with the *Hall Amendment* (Public Law 103-160, Sections 3154 and 3155). The Contracting Officer must approve, in writing, prior to any lease or transfer of DOE property under this program. Any lease or transfer of property under this program must also be approved and executed (issued) by the DOE Realty or Personal Property Officer, as appropriate.

H.37 INFORMATION

- (a) Management of Information Resources. The Contractor shall design and implement Information Resources Management (IRM) capabilities as required to execute this Contract in accordance with the Office of Management and Budget (OMB) Circular A-130, *Management of Federal Information Resources*.

- (b) Release of Information.

The Contractor shall provide timely, accurate, and complete responses to information requested by DOE to comply with *Freedom of Information Act* and *Privacy Act* requirements.

- (c) Unclassified, Controlled, Nuclear Information (UCNI). Documents originated by the Contractor or furnished by the Government to the Contractor, in connection with this Contract, may contain Unclassified, Controlled, Nuclear Information as determined pursuant to Section 148 of the *Atomic Energy Act of 1954*, as amended. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with DOE regulations and directives and Section I Clauses entitled, *DEAR 952.204-2, Security Requirements* and *DEAR 952.204-70, Classification/Declassification*.

- (d) Confidentiality of Information. To the extent that the work under this Contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

- (1) Information which, at the time of receipt by the Contractor, is in the public domain;
- (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;

- (3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- (4) Information which the Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.

The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access to such information, whereby the employee agrees that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the Contract.

The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this subparagraph (d), with each company supplying information to the Contractor under this Contract, and to supply a copy of such agreement to the Contracting Officer. Upon request from the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

The Contractor agrees that upon request by DOE, it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

- (e) The Government reserves the right to require the Contractor to include this Clause or a modified version of this Clause in any subcontract as directed in writing by the Contracting Officer.

H.38 PARENT ORGANIZATION SUPPORT

- (a) For on-site work, U.S. Department of Energy (DOE) fee generally provides adequate compensation for parent organization expenses incurred in the general management of this Contract. The general construct of this Contract results in minimal parent organization investment (in terms of its own resources, such as labor, material, overhead, etc.) in the Contract work. The Contract is largely financed by DOE advance payments, and DOE provides government-owned facilities, property, and other needed resources.

Accordingly, allocations of parent organization expenses are unallowable for the prime contractor, major subcontractors, and/or teaming partners, unless authorized by the Contracting Officer in accordance with this Clause.

- (b) The Contractor may propose, or DOE may require, parent organization support to:
 - (1) Monitor safety and performance in the execution of Contract requirements;

- (2) Ensure achievement of Contract environmental clean-up and closure commitments;
 - (3) Sustain excellence of Contract Key Personnel;
 - (4) Ensure effective internal processes and controls for disciplined Contract execution;
 - (5) Assess Contract performance and apply parent organization problem-solving resources on problem areas; and
 - (6) Provide other parent organization capabilities to facilitate Contract performance.
- (c) The Contracting Officer may, at its unilateral discretion, authorize parent organization support, and the corresponding indirect or direct costs, if a direct-benefiting relationship to DOE is demonstrated. All parent organization support shall be authorized in advance by the Contracting Officer.
- (d) If parent organization support is proposed by the Contractor or required by DOE, the Contractor shall submit for DOE review and approval, an annual *Parent Organization Support Plan* (POSP). The Contractor shall submit its initial POSP 60 days prior to: (1) the end of the Contract *Transition Period*; or (2) the commencement date of parent organization support proposed by the Contractor or required by the Government. Any subsequent POSP shall be submitted 90 days prior to the start of each year of Contract performance.

H.39 RESERVED

H.40 ELECTRONIC SUBCONTRACTING REPORTING SYSTEM (eSRS)

The requirement for the submittal of paper versions of the Standard Form (SF) 294, *Subcontracting Reports for Individual Contracts*, and SF 295, *Summary Subcontract Reports*, as provided in Section I Clause entitled, FAR 52.219-9, *Small Business Subcontracting Plan -- Alternate II* is hereby deleted and is replaced with the electronic submittal of data under the Electronic Subcontract Reporting System (eSRS).

The Offeror's *Subcontracting Plan* shall include assurances that the Offeror will:

- (a) Submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS, and
- (b) Ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.

The Contractor or subcontractor shall provide such information that will allow applicable lower tier subcontractors to fully comply with the statutory requirements of FAR 19.702, *The Small Business Subcontracting Program, Statutory Requirements*.

H.41 HANFORD SITE RECREATION POLICY

The Contractor shall comply with the Hanford Site Recreation Policy. The Contractor shall flow-down applicable requirements of this Clause to any subcontractors.

H.42 HANFORD SITE SERVICES AND INTERFACE REQUIREMENTS MATRIX

(a) Definition

The Contractor may provide services to or receive services from other Hanford Site U.S. Department of Energy (DOE) prime contractors in performance of the scope of this Contract. The purpose of the Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix* (Matrix) is to identify the service provider and the associated, general interface obligations. The Matrix is not an all-inclusive listing of services that may be required or provided, however all services provided to another contractor shall fall within the scope of the provider's contract.

(b) Categories of Services

Services are identified in each Contract (see Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*) as either "Mandatory," or "Optional" for use by Hanford Site customers, including DOE and/or Site contractors and their subcontractors.

(1) "Mandatory" services are provided by the identified service provider to all users at the start of contract performance. If, for any reason, a service provider of a mandatory service cannot provide the required service to meet the requesting contractors' needs, the requesting contractor must obtain Contracting Officer approval, prior to obtaining the services from any other source.

(2) "Optional" services are services that have been historically discretionary and are considered non-compulsory at the time of Contract award.

(c) Interfaces

All "Information" interfaces (see Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*) are Mandatory.

(d) Requirement to Establish Controls

As set forth in the Section C, *Statement of Work* section entitled, *Interface Management*, the Plateau Remediation Contractor (PRC) shall provide input to the Mission Support Contractor (MSC) to facilitate MSC's development and maintenance of the *Hanford Site Interface Management Plan*. As part of this Plan, the Contractors shall include controlling agreements (e.g., Memoranda of Agreement) establishing effective control of interfaces and terms for the provision of services. At a minimum, controlling agreements shall define:

(1) The interface and/or the services work request elements, and service levels (quantity and delivery rates);

- (2) If applicable, the method and timing for charging costs associated with the service and the payment methods; and target performance measures for meeting required service levels;
- (3) Decision process and a rigorous dispute resolution process; and
- (4) Clear delineation of roles, responsibilities, accountabilities, and authorities.

(e) Controls

When services between prime contractors are offered and accepted, DOE does not expect the requesting prime contractor to review or otherwise validate top-level cross-cutting quality control, health, safety and/or environmental protection requirements mandated by the performing contractor's contract. The requesting prime contractor may assume that such contract requirements, e.g., Integrated Safety Management System, Quality Program/Plan are acceptable to DOE. The performing contractor shall be expected by DOE and the requesting Contractor to provide products or services in a manner that is consistent with the requirements of the performing prime contractor's contract, including quality assurance, health and safety and environmental compliance requirements, and the task instructions provided by the requesting contractor.

(f) Right of Access

Hanford Site Contractors shall, with coordination and adequate preparation, allow service-providing Contractors access to facilities to perform the service.

(g) Nuclear Safety

The Contractor shall coordinate with other contractors to establish a protocol for performing work within a nuclear facility that the Contractor is responsible for, or to perform work that affects the safety basis of a nuclear facility that the Contractor is responsible for. The Contractor shall provide all facility safety authorization basis and nuclear safety requirements that the other contractor will be responsible to comply with. The Contractor retains full responsibility for all workscope within the facilities assigned to the Contractor under this Contract.

(h) Updates to the Matrix

In cooperation with MSC and TOC, the PRC shall provide input to MSC for the annual update of the Matrix through the annual *Infrastructure and Services Alignment Plan* (ISAP) revision and Matrix update process as described in Section C Clause entitled, *Interface Management*.

If any Hanford Site contractor believes it is in DOE's best interest to change a "Mandatory" service to "Optional" so that it may be self-performed by the requestor or procured from a different source, the Contractor shall propose this change through the annual ISAP revision and Matrix update process. A written justification shall be provided showing how the change is in the best interest of the Government and include the impacts to users and the provider. If, at the unilateral discretion of the Contracting Officer, the decision is made to implement the proposed change, the change will not take affect until the Contractor receives Contracting Officer direction to implement the change. Contracting Officer rejection or delay of a proposed change shall not be the basis for a Request for Equitable Adjustment (REA) or subject to the Section I Clause entitled, *FAR 52.233-1, Disputes*.

(i) Payment of Services

Fee-for-Service providers shall provide to DOE and make available to the user an adequate basis for liquidation of the charge for usage-based, "Mandatory" services. Service rates will be developed based upon customer-projected usage.

(j) Responsibility for Delivery of Service

Contractors retain the responsibility to reach agreement on interfaces and for the appropriate delivery of services. The Government makes no guarantees or warranties regarding the delivery of services, and services between contractors shall not constitute government-furnished services or government-furnished information in accordance with Section C Clause entitled, *Government-Furnished Services and Information (GFS/I)*. The Government shall not be held responsible for the delivery or non-delivery of services between Hanford Site contractors. Contractors shall attempt to resolve any disputes regarding service interfaces and the provision of services among themselves. If contractors are unable to achieve a timely resolution of issues between themselves regarding interfaces or the appropriate delivery of services, contractors may seek direction from the Contracting Officer. To the extent contractors attempt to litigate disputes between themselves regarding interfaces or the appropriate delivery of services, all costs associated with such litigation shall be unallowable under this Contract.

H.43 RESERVED

H.44 TRANSFORMATIONAL ENERGY ACTION MANAGEMENT (TEAM) INITIATIVE

In support of the goals of the Department of Energy's Transformational Energy Action Management (TEAM) initiative, and the goals and objectives contained in Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management, the Contractor shall provide full and open access to the maximum extent practicable to DOE contracted Energy Service Companies (ESCOs) under Energy Savings Performance Contracts (ESPCs), facilitate on-site assessments of opportunities to improve the Site's energy efficiency, water reduction and renewable energy improvements, and shall provide assistance in reviewing ESCO recommendations. The Contractor shall define requirements necessary to be placed in ESPCs and participate in the creation of ESPCs. The Contractor shall ensure ESCO personnel are granted access pursuant to contractual requirements; monitor ESCO activities to ensure

that site safety and security requirements are adhered to; promptly provide information requested by ESCO personnel to assist them in developing viable recommendations; and, assist in the monitoring and execution of ESPC projects. When an ESCO is working in facilities under the control of the contractor, the ESCO shall work under the facility contractor's work control and safety program.

H.45 SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (FEB 2009)

Preamble:

Work performed under this contract will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

Contractors should begin planning activities for their first tier subcontractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related Guidance. For projects funded by sources other than the Recovery Act, Contractors should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of the Act. If the contractor believes there is any inconsistency between Recovery Act requirements and current contract requirements, the issues will be referred to the Contracting Officer for reconciliation.

Be advised that special provisions may apply to projects funded by the Act relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the Inspector General.

Definitions:

For purposes of this clause, "Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

(a) Flow Down Provision

This clause must be included in every first-tier subcontract.

(b) Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance. In accordance with clause G.1, Contract Administration, paragraph (d), draw downs on the Special Financial Institution Account shall clearly indicate work funded by the Recovery Act.

(c) Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

(d) Wage Rates

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm>.

(e) Publication

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the

website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

(f) Registration requirements

Contractor shall ensure that all first-tier subcontractors, as required in accordance with the Section I clause entitled FAR 52.204-11, American Recovery and Reinvestment Act – Reporting Requirements (MAR 2009), have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under the clause.

(g) Utilization of Small Business

Contractor shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.

H.46 MODIFICATION DEFINITIZATION

- (a) The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive modification for the Recovery Act work directed under this modification. The Contractor agrees to submit a technical, cost, and fee proposal in accordance with the instructions contained in section 11 of this modification.
- (b) The schedule for definitizing this modification is as follows:

<u>Action</u>	<u>Date*</u>
Contractor submits technical, cost, and fee Proposal	60 days
Commence negotiations	140 days
Mutual agreement on definitization of Recovery Act work	160 days
Contractor submits certificate of current cost or pricing data	160 days
Execute definitization contract modification	180 days

**Date is specified as the number of calendar days after the contractor has authorization to proceed, which occurs after government execution of this modification.*

- (c) If agreement on a definitive modification is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with [Subpart 15.4](#) and [Part 31](#) of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the clause in section I, entitled “Limitation of Government Liability,” added by this

modification.

- (1) After the Contracting Officer's determination of price or fee, the contract shall be governed by—
 - (i) All clauses required by the FAR on the date of execution of this modification for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
 - (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
 - (iii) Any other clauses, terms, and conditions mutually agreed upon.
- (2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this contract shall continue in effect, except those that by their nature apply only to the undefinitized modification.

H.47 BASELINE AND REPORTING REQUIREMENTS FOR WORK PERFORMED UNDER THE RECOVERY ACT

This clause defines the unique requirements for the contractor's project management baseline and associated reporting requirements to address the modified contract performance requirements as implemented in Section B to be performed and funded under the provisions of the American Recovery and Reinvestment Act of 2009 (Recovery Act).

Baseline Requirements

- (a) For purposes of this clause the "pre-definitized period" is defined as that timeframe from the date of execution of modification number A037 directing the contractor to begin the Recovery Act work until the work is definitized in accordance with the clause in Section H entitled "Modification Definitization." All requirements for plans and deliverables during the pre-definitized period shall be based on the definitization time period estimated in the "Modification Definitization" clause.
- (b) During the pre-definitized period, the contractor shall develop and deliver to the Contracting Officer the following:
 - (1) Within 30 days after execution of modification no. A037, the contractor shall provide a work plan for performance of that portion of the work specified in Section B expected to be performed during the 180-day period after execution of modification no. A037. This plan shall include the following:
 - (i) Product-oriented Work Breakdown Structure (WBS) and WBS dictionary in alignment with the statement of work, as modified for the Recovery Act work, to include performance of Recovery Act work totally within distinctly defined, separately tracked and uniquely managed WBS elements;
 - (ii) Monthly spend plan consistent with the statement of work, completely segregating the non-Recovery Act work from the Recovery Act funded portions of the statement of work;

- (iii) Crosswalk of statement of work WBS elements and associated planned milestones, metrics, and estimated costs (at least at a 50% confidence level), at the Activity Building Block (ABB) level, between the current base program/project Near-Term Baseline (NTB) and/or Out-year Planning Estimate Range (OPER) and the Recovery Act work;
 - (iv) Milestone list including, but not limited to, major hiring actions that create newly “created” or “retained” jobs by the contractor or first tier subcontractors in accordance with the clause in Section I, entitled “American Recovery and Reinvestment Act – Reporting Requirements,” key starts and completions, enforceable regulatory dates, approval of key regulatory decisions, project critical decisions, delivery of critical Government Furnished Services and Items; and
 - (v) Planned quarterly summary of jobs “created” or “retained” by the contractor and first tier subcontractors as defined in the Section I clause entitled “American Recovery and Reinvestment Act – Reporting Requirements.”
- (2) The contractor shall propose a Performance Baseline for the complete work specified in Section B in accordance with the requirements for submittal Deliverable C.3.1.2.2-1, Initial PRC Baseline. This baseline shall use control accounts that will be made up of work packages. The WBS elements at the lowest level should roll up within the WBS structure and clearly identify the entire work to be performed. The WBS shall clearly distinguish all non-Recovery Act work from all Recovery Act work. The proposed Performance Baseline shall include the following:
- (i) The contractor shall propose a performance baseline, that consists of the sum of the Performance Measurement Baseline, Management Reserve, and fee that represents a high confidence level (at least a 50% confidence level), for the work to be performed, including the pre-definitized period and the post-definitized period. The Performance Measurement Baseline shall be based upon the work and schedule included in modification no. A037 and the contractor’s cost proposal. A month-by-month baseline or budgeted cost of work scheduled (BCWS)/planned value (PV) must be developed for the complete Recovery Act work. This will be the original baseline for Recovery Act work and shall include all of the work by WBS, including both the pre- and post- definitized periods. The sum of estimated cost for the pre-definitized period, estimated cost for the post-definitized period shall equal the contractor’s proposed estimated cost for the Recovery Act work. This performance baseline is subject to independent project review and certification before approval by the government.
 - (ii) A network logic schedule utilizing Primavera will be developed at the activity level for each control account which includes milestones. The schedule must be resource loaded and coded to allow summarization of lower level activities through the control account for the complete Recovery Act work.

- (iii) The Contractor's proposed Performance Measurement Baseline shall also include the planned quarterly summary of jobs "created" or "retained" by the contractor and first tier subcontractors as defined in the Section I clause entitled "American Recovery and Reinvestment Act – Reporting Requirements."

Deliverables supporting the Recovery Act performance baseline shall include all deliverables required under existing contract requirements, those Recovery Act deliverable and reporting requirements specified in the section I clause entitled "American Recovery and Reinvestment Act – Reporting Requirements." For all common deliverables, the data shall be clearly segregated and distinguished between non-Recovery Act work and Recovery Act work, as well as summing to complete contract totals.

These documents shall be submitted to the Contracting Officer to support DOE review and baseline approval. The Contracting Officer may identify other documents as needed to support project reviews and audits.

- (3) The contractor shall support resolution of IPR or External Independent Review (EIR) corrective actions for the performance baseline submitted.
- (c) During the pre-definitized period, the contractor shall determine the budgeted cost of work scheduled (BCWS)/earned value (EV) for budgeted cost for work performed (BCWP)/planned value (PV) on a monthly basis utilizing measurable units associated with each activity in the schedule (e.g., square foot reduction, number of TRU shipments, foot print reduction, etc.), as appropriate, that will allow the reporting of the contractor's progress in accordance with the reporting requirements specified in the clause in Section H entitled "Special provisions relating to work funded under American Recovery and Reinvestment Act." The associated actual cost of work performed (ACWP)/actual cost (AC), cost and schedule variances and performance indices, and variance analyses shall be reported monthly. Performance against the Recovery Act performance baseline shall be tracked separately from other work under the contract funded by other appropriations.
- (d) Upon negotiation of the definitive modification to the contract, the performance baseline documentation submitted in accordance with paragraph b.2 above shall be revised by the contractor to reconcile cost estimates and WBS elements, if necessary, consistent with the definitive modification.

Reporting Requirements

- (e) Within 30 days of definitization of the Recovery Act work or as specified within the reporting requirement, the contractor shall begin reporting against the established performance baseline in accordance with the reporting requirements specified under existing contract requirements, those reporting requirements specified in the section I Clause entitled "American Recovery and Reinvestment Act – Reporting Requirements," *and those Recovery Act-unique deliverables listed below.* Performance against the Recovery Act work shall be tracked and reported separately from other work under the contract funded by other appropriations.

- (f) These reports shall be provided to the Contracting Officer on a monthly basis.
- (1) Contract Performance Report (Refer to OMB No. 0704-0188 or DD FORM 2734/1, MAR 05): Format 1 - Work Breakdown Structure, Format 3 - Baseline, and Format 5 - Explanations and Problem Analyses.
 - (2) A Milestone report from Primavera reflecting status of all milestones being reported with columns for the scope, original planned date, current planned date, and the actual date the milestone was completed.
 - (3) A funds management report by Budgeting & Reporting (B&R) codes that identifies the amount of funds obligated to the contract and the amount of funds obligated to the contractor, and committed and expended by the contractor.
- (g) The Contractor will provide a weekly report for each Recovery Act subproject by close of business each Tuesday, beginning on the first Tuesday following execution of Modification M047. The Recovery Act Weekly Report will include the following items:
- (1) Accomplishments: The first section of the report documents accomplishments from the past week. This section will be organized by the five major project areas and include 100-300 word narratives of significant accomplishments for each project during the preceding week. Example topics of significant accomplishments include, but are not limited to: job fairs, hiring actions, training/mentoring actions, on-going field work, completed field work, contracting actions, safety accomplishments, hazard reduction, and cost savings (e.g., building going to cold, dark and dry saves \$X in S&M costs, etc.) When introduced, topics should be updated as required over time, so that a reader is not left with unresolved or uncompleted work /issue perceptions. The audience of this narrative is a member of the public interested in ARRA activities who is familiar with the Hanford Mission.

The Contractor shall submit approximately 3 photos of a particular activity in each subproject, provided there is field activity, along with caption information for each photo series. Significant field accomplishments should be noted. Photos must meet the following requirements:

- Can be released to the public,
- Directly relates to the narratives described above,
- Shows activity, employees, and is composed in a professional manner,
- Are embedded in the weekly report below the associated narrative and are at least 5" by 7" on the printed page, and
- Are also provided along with the weekly report as a separate file for each photo with 300 dpi resolution and JPEG (at least 5x7 in.) file format

The photos, when assembled over time, should represent the breadth of the subproject. Additionally, if "before" or "during" photos are submitted, "after" photos should also be submitted in a timely manner upon work completion.

For a minimum of one of the subprojects, provided there is field activity, submit a video that meets the following requirements:

- Is provided with an associated narrative along with the weekly report,
 - Can be released to the public,
 - Shows activity, employees, and is composed in a professional manner,
 - Is edited to show highlights of the activity and is 1-3 minutes in length,
 - Includes a full-screen title graphic at the beginning and end of the video that uses general terms for the title (e.g., Plutonium Finishing Plant D&D, Installation of Groundwater Treatment System), and
 - Is provided in two formats: DV-Cam tape and a DVD with two electronic files: a MPEG-2 electronic file, 720x480, highest quality setting (for archiving and further editing); and a WMV electronic file, 320x240, multi-bit rate (for posting to the web)
- (2) Significant Upcoming Events: The second section of the weekly report will consist of significant events expected in the next week. The description of the upcoming significant event will normally be less than approximately 50 words, with the audience be DOE-RL Assistant Managers and the DOE-RL Field Office manager. It is anticipated that the "Significant Upcoming Events" section of the weekly report will normally be approximately ¼ - ½ page long.
- (h) The Contractor shall provide an estimated date on which it is projected to reach the expenditure and/or obligation ceiling specified within the Section I Clause entitled, FAR 42.216-24, Limitation of Government Liability. The Contractor shall update its estimate within 30 calendar days of any modification to the limitation.
- (i) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that Recovery Act expenditures and/or obligations it expects to incur under this contract, when added to all costs previously incurred, will exceed:
- (1) 75 percent in the next 60 days, and
 - (2) 90 percent in the next 30 days

of the total amount specified in the Section I Clause entitled, FAR 52.216-24, Limitation of Government Liability.

H.48 EMERGENCY PROCEDURES

This Clause supplements the "DOE-RL Emergency Plan Implementing Procedure," DOE-0223, by clarifying the process for implementation of proposed changes listed in Section 3.20, Subsection 5.0 of this document. DOE-0223 is managed by the RL Security and Emergency Services organization. When updates to the Procedure need to be made, the Emergency Preparedness points of contact from each represented company are provided drafts for review and are required to consult with the appropriate contractor staff in their respective organization to determine impacts to contractual requirements (e.g., work scope, cost, schedule). If there are impacts, the Contractor will immediately contact the RL Contracting Officer for direction.

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J -- LIST OF ATTACHMENTS

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ATTACHMENT J.2

REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS

The following lists are provided in accordance with the Section I Clause entitled, *DEAR 970.5204-2, Laws, Regulations, and DOE Directives*.

LIST A: APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS

Table J.2.1 Code of Federal Regulations (CFR)

Document Number	Title
10 CFR 63	Disposal of High-Level Radioactive Wastes in a Geologic Repository at Yucca Mountain, Nevada
10 CFR 71	Packaging And Transportation Of Radioactive Material
10 CFR 72	Licensing Requirements For The Independent Storage Of Spent Nuclear Fuel
10 CFR 73	Physical Protection Of Plants And Materials
10 CFR 436	Federal Energy Management And Planning Programs
10 CFR 707	Workplace Substance Abuse Programs At DOE Sites
10 CFR 708	DOE Contractor Employee Protection Program
10 CFR 710	Criteria And Procedures For Determining Eligibility For Access To Classified Matter Or Special Nuclear Material
10 CFR 712	Human Reliability Program
10 CFR 719	Contractor Legal Management Requirements
10 CFR 820	Procedural Rules For DOE Nuclear Activities
10 CFR 830	Nuclear Safety Management (including DOE-STD-3009 CN-3, DOE-STD-1186, and DOE-STD-1189)
10 CFR 824	Procedural Rules for the Assessment of Civil Penalties for Classified Information Security Violations
10 CFR 835	Occupational Radiation Protection
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 851	Worker Safety and Health Program
10 CFR 1021	National Environmental Policy Act Implementing Procedures
10 CFR 1022	Compliance with Floodplain and Wetland Environmental Review Requirements
29 CFR 1904	Recording And Reporting Occupational Injuries And Illnesses
29 CFR 1910	Occupational Safety And Health Standards
29 CFR 1926	Safety And Health Regulations For Construction
36 CFR 60	National Register of Historic Places
36 CFR 79	Curation of Federally Owned and Administered Archeological Collections
36 CFR 800	Protection of Historic Properties
36 CFR 1220	Federal Records, General
36 CFR 1222	Creation And Maintenance Of Federal Records
36 CFR 1228	Disposition Of Federal Records
36 CFR 1232	Audiovisual Records Management
36 CFR 1234	Electronic Records Management

Document Number	Title
36 CFR 1236	Management of Vital Records
40 CFR 60.150	Standards Of Performance For New Stationary Sources
40 CFR 61	National Emission Standards for Hazardous Air Pollutants
40 CFR 82	Protection of Stratospheric Ozone
40 CFR 122	EPA Administered Permit Programs: The National Pollutant Discharge Elimination System
40 CFR 194.22	Criteria for the Certification and Re-Certification of the Waste Isolation Pilot Plant's Compliance With the 40 CFR Part 191 Disposal Regulations, Quality Assurance
40 CFR 261	Identification and Listing of Hazardous Waste
40 CFR 262	Standards Applicable To Generators Of Hazardous Waste
40 CFR 264	Standards For Owners And Operators Of Hazardous Waste Treatment, Storage, And Disposal Facilities
40 CFR 265	Interim Status Standards For Owners And Operators Of Hazardous Waste Treatment, Storage, And Disposal Facilities
40 CFR 268	Land Disposal Restrictions
40 CFR 300-372	Comprehensive Environmental Response, Compensation, and Liability Act
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning And Notification
40 CFR 370	Hazardous Chemical Reporting: Community Right-To-Know
40 CFR 372	Toxic Chemical Release Reporting: Community Right-To-Know
40 CFR 761	Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and use Prohibitions
40 CFR 763	Asbestos
41 CFR 101	Federal Property Management Regulations
41 CFR 102	Federal Management Regulations
49 CFR 40	Procedures For Transportation Workplace Drug Testing Programs
49 CFR 130	Oil Spill Prevention and Response Plans
49 CFR 107	Hazardous Materials Program Procedures
49 CFR 171	General Information, Regulations, and Definitions
49 CFR 172	Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information and Training Requirements
49 CFR 173	Shippers -- General Requirements for Shipments and Packagings
49 CFR 174	Carriage By Rail
49 CFR 177	Carriage by Public Highway.
49 CFR 178	Specifications For Packagings
49 CFR 179	Specifications For Tank Cars
49 CFR 180	Continuing Qualification And Maintenance Of Packagings
49 CFR 383	Commercial Driver's License Standards, Requirements and Penalties
49 CFR 385	Safety Fitness Procedures
49 CFR 387	Minimum Levels Of Financial Responsibility For Motor Carriers
49 CFR 390	Federal Motor Carrier Safety Regulations: General
49 CFR 391	Qualifications of Drivers
49 CFR 392	Driving of Commercial Motor Vehicles

Document Number	Title
49 CFR 393	Parts and Accessories Necessary for Safe Operations
49 CFR 395	Hours Of Service Of Drivers
49 CFR 396	Inspection, Repair and Maintenance
49 CFR 397	Transportation of Hazardous Materials, Driving and Parking Rules

Table J.2.2 U.S. Code (USC)

Document Number	Title
5 USC Chapter 57	Travel, Transportation, and Subsistence
5 USC 552	Public Information; Agency Rules, Opinions, Orders, Records, and Proceedings
5 USC 552A	Records Maintained on Individuals
16 USC 470	Archeological Resources Protection Act
17 USC 506	Copyright Infringement and Remedies, Criminal Offences
18 USC 1913	Lobbying with Appropriated Moneys
18 USC 2319	Stolen Property, Criminal Infringement of a Copyright
25 USC 3001	Native American Grave Protection and Repatriation Act
33 USC 1251-1376	Clean Water Act
42 USC 2011-2259	Atomic Energy Act of 1954, as amended
42 USC 6962	Resource Conservation And Recovery Act (RCRA) Of 1976
42 USC 7256(c)	Leasing of Excess Department of Energy Property / Hall Amendment to National Defense Authorization Act of 1994
42 USC 7401	Clean Air Act
42 USC 13101	Findings & Policy
42 USC 13106	Source Reduction & Recycling Data Collection
42 USC 15801	Energy Policy Act of 2005
43 USC 1701	Federal Land Policy And Management Act Of 1976
44 USC 3101	Records Management by Agency Heads; General Duties
44 USC 3103	Transfer Of Records To Records Center
44 USC 3105	Safeguards
44 USC 3309	Preservations of Claims of Government Until Settled in General Accounting Office; Disposal Authorized Upon Written Approval of Comptroller General
44 USC 3312	Photographs or Microphotographs of Records Considered as Originals; Certified Reproductions Admissible in Evidence
44 USC 3506	Federal Agency Responsibilities

Table J.2.3 Executive Orders

Document Number	Title
Executive Order 11514	Protection and Enhancement of Environmental Quality
Executive Order 11988	Floodplain Management
Executive Order 11990	Protection of Wetlands
Executive Order 12088	Federal Compliance with Pollution Control Standards
Executive Order 12580	Superfund Implementation
Executive Order 12856	Federal Compliance with Right-to-Know Laws and Pollution Prevention

Document Number	Title
	Requirements
Executive Order 12898	Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
Executive Order 13007	Indian Sacred Sites
Executive Order 13016	Amendment to Executive Order 12580
Executive Order 13045	Protection of Children from Environmental Health Risks and Safety Risks
Executive Order 13112	Invasive Species
Executive Order 13186	Responsibilities of Federal Agencies to Protection Migratory Birds
Executive Order 13212	Actions to Expedite Energy-Related Projects
Executive Order 13221	Energy Efficient Standby Power Devices
Executive Order 13327	Federal Real Property Asset Management
Executive order 13423	Strengthening Federal Environmental, Energy, and Transportation Management

Table J.2.4 Office of Management and Budget Circulars (OMB)

Document Number	Title
OMB Circular A-130	Management of Federal Information Resources

Table J.2.5 Washington Administrative Code (WAC)

Document Number	Title
WAC 46-48	Transportation Of Hazardous Materials
WAC 173-200	Water Quality Standards for Ground Waters of the State of Washington
WAC 173-216	State Waste Discharge Permit Program
WAC 173-218	Underground Injection Control Program
WAC 173-240	Submission of Plans and Reports for Construction of Wastewater Facilities
WAC 173-303	Dangerous Waste Regulations
WAC 173-304	Minimum Function Standards for Solid Waste Handling
WAC 173-340	Model Toxics Control Act -- Cleanup
WAC 173-360	Underground Storage Tank Regulations
WAC 173-400	General Regulations For Air Pollution Sources
WAC 173-401	Operating Permit Regulation
WAC 173-460	Controls for New Sources of Toxic Air Pollutants
WAC 173-480	Ambient Air Quality Standards and Emission Limits for Radionuclide
WAC 197-11	SEPA Rules
WAC 246-247	Radiation Protection -- Air Emissions
WAC 246-272	On-Site Sewage Systems
WAC 246-273	On-Site Sewage System Additives
WAC 246-290	Public Water Supplies
WAC 246-291	Group B Public Water Systems
WAC 246-292	Water Works Operator Certification Regulations
WAC 296-17	Washington Workers' Compensation Insurance
WAC 296- 65	Asbestos Removal and Encapsulation

Document Number	Title
WAC 446-65	WAC Commercial Motor Vehicle Regulations
WAC 470-12	Transporting Rules

Table J.2.6 Permits

Document Number	Title
AOP 00-05-006	Hanford Site Air Operating Permit
ST-4500	State Waste Discharge Permit to State-Approved Land Disposal Site (SALDS)
WAR10B90F	General Permit for Storm Water Discharges for Construction General Permit Activity
WA-002591-7	National Pollutant Discharge Elimination System Permit for the 300 Area TEDF
WA780008967	Hanford Facility Resource Conservation and Recovery Act (RCRA) Permit

Table J.2.7 Local Laws and Regulations

Document Number	Title
BCAA Regulation	County Air Pollution Control Authority

LIST B: APPLICABLE DOE DIRECTIVES

Table J.2.8 Directives, Regulations, Policies, and Standards

Document Number	Title
CRD O 110.3A (Supp Rev 0)	Conference Management
CRD O 130.1	Budget Formulation
CRD M 140.1-1B	Interface with the Defense Nuclear Facilities Safety Board
CRD O 142.1	Classified Visits Involving Foreign Nationals
CRD O 142.2A	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
CRD O 142.3 Chg 1 (Supp Rev 0)	Unclassified Foreign Visits and Assignments
DOE N 144.1	Change to DOE Order 1230.2
CRD O 151.1C	Comprehensive Emergency Management System
CRD O 153.1	Departmental Radiological Emergency Response Assets
CRD O 200.1A	Information Management Program
CRD O 205.1A (Supp Rev 3)	DOE Cyber Security Management
CRD M 205.1-4	National Security System Manual
CRD M 205.1-5 (Supp Rev 0)	Cyber Security Process Requirements Manual
CRD M 205.1-6 (Supp Rev 0)	Media Sanitization Manual
CRD M 205.1-7 (Supp Rev 0)	Security Controls for Unclassified Information Systems Manual
CRD M 205.1-8 (Supp Rev 0)	Cyber Security Incident Management Manual
CRD N 206.4	Personal Identity Verification
CRD N 206.5	Response and Notification Procedures for Data Breaches Involving Personally Identifiable Information
CRD O 210.2	DOE Corporate Operating Experience Program
CRD O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
CRD O 221.2A	Cooperation With the Office of the Inspector General
CRD O 225.1A (Supp Rev 0)	Accident Investigations
CRD O 226.1A (Supp Rev 0)	Implementation of Department of Energy Oversight Policy
CRD M 231.1-1A, Chg 2 (Supp Rev 1)	Environment, Safety, and Health Reporting Manual
CRD M 231.1-2 (Supp Rev 7)	Occurrence Reporting and Processing of Operations Information
CRD O 241.1A, Chg 1	Scientific and Technical Information Management
CRD O 243.1	Records Management Program
CRD O 243.2 (Supp Rev 0)	Vital Records

Document Number	Title
CRD O 252.1	Technical Standards Program
CRD O 350.1, Chg 1	Contractor Human Resource Management Program
CRD O 413.1A	Management Control Program
CRD O 413.3A	Project Management for the Acquisition of Capital Assets
CRD O 414.1C	Quality Assurance
CRD O 420.1B (Supp Rev 4)	Facility Safety
CRD O 425.1C (Supp Rev 1)	Startup and Restart of Nuclear Facilities
CRD O 430.1B Chg 1	Real Property Asset Management
CRD O 430.2B	Departmental Energy and Utilities Management
CRD O 433.1A (Supp Rev 1)	Maintenance Management Program for DOE Nuclear Facilities
CRD O 435.1, Chg 1 (Supp Rev 0)	Radioactive Waste Management
DOE M 435.1-1 Chg 1	Radioactive Waste Management Manual
CRD M 440.1-1A (Supp Rev 0)	DOE Explosives Safety Manual
CRD O 440.2B, Chg 1 (Supp Rev 0)	Aviation Management and Safety
CRD O 442.1A (Supp Rev 2)	Department Of Energy Employee Concerns Program
CRD M 442.1-1	Differing Professional Opinions Manual for Technical Issues Involving Environment, Safety, or Health
CRD O 450.1A (Supp Rev 0)	Environmental Protection Program
CRD M 450.4-1	Integrated Safety Management System Manual
CRD O 460.1B	Packaging and Transportation Safety
CRD O 460.2A	Departmental Materials Transportation & Packaging Management
CRD M 460.2-1A	Radioactive Material Transportation Practices Manual
CRD O 461.1A (Supp Rev 0)	Packaging and Transfer or Transportation of Materials of National Security Interest
DOE M 461.1-1 Chg 1	Packaging and Transfer of Materials of National Security Interest Manual
CRD O 470.2B (Supp Rev 2)	Independent Oversight and Performance Assurance Program
DOE O 470.3B	Graded Security Protection (GSP) Policy
CRD M 470.4-1, Chg 1 (Supp Rev 1)	Safeguards and Security Program Planning and Management
CRD M 470.4-2, Chg 1 (Supp Rev 3)	Physical Protection
CRD M 470.4-4A	Information Security Manual
CRD M 470.4-5	Personnel Security
CRD M 470.4-6, Chg 1 (Supp Rev 0)	Nuclear Material Control and Accountability
CRD O 471.1A (Supp Rev 0)	Identification and Protection of Unclassified Controlled Nuclear Information

Document Number	Title
CRD O 471.3 (Supp Rev 1)	Identifying and Protecting Official Use Only Information
CRD M 471.3-1	Manual for Identifying and Protecting Official Use Only Information
CRD M 475.1-1B	Manual for Identifying Classified Information
CRD O 475.2	Identifying Classified Information
CRD O 522.1	Pricing of Departmental Materials & Services
CRD O 534.1B	Accounting
CRD O 551.1C	Official Foreign Travel
CRD O 580.1 Chg 1	Department of Energy Personal Property Management Program
DOE O 1230.2	American Indian Tribal Government Policy
DOE O 1340.1B	Management of Public Communications Publications and Scientific, Technical and Engineering Publications
DOE O 5400.5, Chg 1&2	Radiation Protection of the Public and the Environment
CRD O 5480.19 Chg 2 (Supp Rev 4)	Conduct of Operations Requirements for DOE Facilities
CRD O 5480.20A Chg 1 (Supp Rev 1)	Personnel Selection, Qualifications, and Training Requirements for DOE Nuclear Facilities
DOE O 5610.2, Chg 1	Control of Weapon Data
DOE O 5660.1B, Chapter V	Management of Nuclear Materials, Chapter V - Nuclear Materials Inventory Management
DOE-0223	RL Emergency Implementing Procedures
DOE/RL-2001-0036, REV. 1A	Hanford Sitewide Transportation Safety Document
DOE/RL-2002-12	Hanford Radiological Health and Safety Document
DOE/RL-2008-17	Gable Mountain and Gable Butte Management Plan
DOE/RL-89-10	Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement)
DOE/RL-94-02, Rev 3	Hanford Emergency Management Plan
DOE/RL-96-68, Rev 3	Hanford Analytical Services Quality Assurance Requirements Document
RRD 005, Rev 3	Worker Safety
RRD 007	Chronic Beryllium Disease Prevention Program
RRD 008, Rev 1	Quality Assurance Program Requirements
SCSP, July 5, 2005	Richland Regional Office Site Counterintelligence Support Plan, Hanford Site CI Support Plan (SCSP)
DOE/CBFO-94-1012	DOE Carlsbad Field Office, Quality Assurance Program Description, Revision 8
DOE/RW-0333P	DOE Office of Civilian Radioactive Waste Management, Quality Assurance Requirements and Description, Revision 18
DOE/RW-0351	Waste Acceptance System Requirements Document, Revision 5, ICN 1
DOE/RW-0511	Integrated Interface Control Document, Revision 4, ICN 1
EM Policy Letter, July 10, 2006	Policies for Environmental Management Operating project Performance Baselines, contingency and Federal Risk Management Plans, and Configuration Control