

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

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SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT – ITEMS BEING ACQUIRED

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

(a) **CONTRACT TRANSITION:**

<u>CLIN No.</u>	<u>Supplies or Services</u>	<u>Estimated Cost</u>
01	Contract Transition	\$99,214.53 (A009)

CLIN 01 Description:

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

Funds Obligated to CLIN 01:

Modification No	Accounting and Appropriation Data	Obligated Amount*
N/A	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$99,214.53 (A009) (A015)

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 01 value is estimated to be no more than **\$99,214.53 (A009)**. The cumulative amount identified in this column is the total amount presently available for payment under this CLIN.

(b) **BASE PERIOD:**

<u>CLIN No.</u>	<u>Supplies or Services</u>	<u>Estimated Cost</u>
02	Analytical Services & Testing	\$18,348,491.32

CLIN 02 Description:

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

The total available award fee for this CLIN is \$1,355,799.75. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

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

Funds Obligated to CLIN 02: (A031)

<u>Modification No.</u>	<u>Accounting and Appropriation Data</u>	<u>Obligation Amount*</u>
A000	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000 (A015)	\$900,775.91 (M009)
A002	01250 2010 34 421601 25200 1110849 0001525 0421398	\$24,000.00
A003	1250 2010 34 421601 25200 1110849 0001525 041398	\$76,000.00
A003	890251 2010 34 421301 61000000 25200 1110909 0001481	\$4,000,000.00
A003	01250 2034 421601 25200 1110849 0001525 041398	\$100,000.00
A004	01250 2010 34 422100 61000000 25200 1110843 0001524	\$309,604.00
A005	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000 (A015)	\$1,000,000.00
A006	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000 (A015)	\$960,000.00
A010	01250 2010 34 421301 61000000 25200 1111412 0004263	\$243,558.69
A011	01250 2010 34 421301 61000000 25200 1110909 0001481	\$1,125,886.00
A016	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$370,523.83
A016	01250 2010 34 421301 25200 1110676 0004022 0000000 0000000 0000000	\$3,155.93
A017	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$850,000.00
A019	01250 2011 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$500,000.00
A019	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$9.56
A021	01250 2011 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$866,000.00

A022	01250 2011 34 421601 25200 1110849 0001525	\$65,985.00
A022	01250 2011 34 421601 25200 1110842 0001522 (A025)	\$132,488.00
A022	01250 2011 34 421601 25200 1110820 0001520	\$3,810.00
A023	01250 2011 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$500,000.00
A024	01250 2011 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$1,500,000.00
029		\$711,120.29
030	01250 2011 34 421301 25200 1110909 0001481 0000000 0000000	\$500,000.00
031	01250 2011 034 421301 25200 1110909 0001481 0000000 0000000	\$400,000.00
TOTAL		\$14,386,598.59

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 02 value is estimated to be no more than \$ 19,704,291.07 (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN.

(c) **OPTION PERIOD I:**

<u>CLIN No.</u>	<u>Supplies or Services</u>	<u>Estimated Cost</u>
03	Analytical Services & Testing	\$8,792,105.91

CLIN 03 Description:

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

The total available award fee for this CLIN is \$653,444.36. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

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

Funds Obligated to CLIN 03:

Modification No. Accounting and Appropriation Data Obligation Amount*

To be inserted at the time of option exercise

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

(d) **OPTION PERIOD II:**

<u>CLIN No.</u>	<u>Supplies or Services</u>	<u>Estimated Cost</u>
04	Analytical Services & Testing	\$9,047,267.30

CLIN 04 Description:

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

The total available award fee for this CLIN is \$670,795.34. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

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

Funds Obligated to CLIN 04:

Modification No. Accounting and Appropriation Data Obligation Amount*

To be inserted at the time of option exercise

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 04 value is estimated to be no more than \$ To be inserted at the time of option exercise (including Award Fee). The cumulative amount identified in this

column is the total amount presently available for payment under this CLIN. It is estimated this amount will cover performance through To be inserted at the time of option exercise.

(e) **OPTION PERIOD III:**

<u>CLIN No.</u>	<u>Supplies or Services</u>	<u>Estimated Cost</u>
05	Analytical Services & Testing	\$9,031,857.31

CLIN 05 Description:

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

The total available award fee for this CLIN is \$669,747.46. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

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

Funds Obligated to CLIN 05:

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

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

(f) **ARRA ANALYTICAL SERVICES AND TESTING (A001)**

<u>CLIN No.</u>	<u>Supplies or Services</u>	<u>Estimated Cost</u>
06	PRC ARRA Analytical Services & Testing	TO BE DETERMINED

CLIN 06 Description:

The performance of CLIN 06 includes the total estimated costs for the performance period from January 3, 2010 through January 2, 2012. The total fee that can be earned (less any adjustment made in accordance with Section B Clause DEAR 952.223-77 Conditional Payment of Fee and Section H Clause Key Personnel), for this CLIN, is \$334,374.00 **(M018)**.

ARRA Project	Cost	Fee	Total
K East Reactor (1111330)	\$173,047.90	\$10,031.22	\$183,079.12
Balance of Site (1111329) (Modification 026)	1,846,132.55	120,374.64	1,966,507.19
PFP Demo (1111328) (Modification 026)	3,132,589.20	203,968.14	3,336,557.34
Total	\$5,151,769.65	\$334,374.00	\$5,486,143.65

Funds Obligated to CLIN 06:

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

Type of Funding	Line of Accounting	Obligated Amount
ARRA PRC RL-11	06049 2009 34 421601 25200 1111328 2002140 0000000 0000000 0000000 (A015)	\$2,901,000.00
ARRA PRC RL-11	06049 2009 34 421601 25200 1111328 2002140 0000000 0000000 0000000 (A015)	\$435,557.34
ARRA PRC RL-40	06049 2009 34 421601 25200 1111329 2002140 0000000 0000000 0000000 (A015)	\$996,000.00
ARRA PRC RL-40	06049 2009 34 421601 25200 1111329 2002140 0000000 0000000 0000000 (A015)	\$970,507.19
ARRA PRC RL-41	06049 2009 34 421601 25200 1111330 2002140 0000000 0000000 0000000 (A015)	\$183,079.12
	TOTAL	\$5,486,143.65

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

**B.2 DEAR 952.223-77 - CONDITIONAL PAYMENT OF FEE, PROFIT, OR INCENTIVE
(JAN 2004)**

(a) General.

(1) The payment of fee or profit (i.e., award fee, fixed fee, and incentive fee or profit) under this contract is dependent upon the contractor's compliance with the terms and conditions of this contract relating to the protection of worker safety and health (WS&H), including compliance with applicable law, regulation, and DOE directives. The term "contractor" as used in this clause to address failure to comply shall mean "contractor or contractor employee."

(2) In addition to other remedies available to the Federal Government, if the contractor fails to comply with the terms and conditions of this contract relating to the protection of worker safety and health, the contracting officer may unilaterally reduce the amount of fee or profit that is otherwise payable to the contractor in accordance with the terms and conditions of this clause.

(3) Any reduction in the amount of fee or profit earned by the contractor will be determined by the severity of the contractor's failure to comply with contract terms and conditions relating to worker safety and health pursuant to the degrees specified in paragraph (c) of this clause.

(b) Reduction Amount.

(1) If in any period (see 48 CFR 952.223-77)(b)(2)) it is found that the contractor has failed to comply with contract terms and conditions relating to the protection of worker safety and health, the contractor's fee or profit of the period may be reduced. Such reduction shall not be less than 26% nor greater than 100% of the total fee or profit earned for a first degree performance failure, not less than 11% nor greater than 25% for a second degree performance failure, and up to 10% for a third degree performance failure. The contracting officer must consider mitigating factors that may warrant a reduction below the specified range (see 48 CFR 923.7001(b)). The mitigating factors include, but are not limited to, the following:

(i) Degree of control the contractor had over the event or incident.

(ii) Efforts the contractor had made to anticipate and mitigate the possibility of the event in advance.

(iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.

(iv) General status (trend and absolute performance) of protecting WS&H and compliance in related areas.

(v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial WS&H standards are routinely practiced (e.g., Voluntary Protection Program Star Status).

(vi) Event caused by "Good Samaritan" act by the contractor (e.g., offsite emergency response).

(vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain WS&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, WS&H programs).

(viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in WS&H by use of lessons-learned and best practices inter- and intra-DOE sites.

(2)(i) Except in the case of performance based firm-fixed-price contracts (see paragraph (b)(3) below), the contracting officer, for purposes of this clause, will at the time of contract award, or as soon as practicable thereafter, allocate the total amount of fee or profit that is available under this contract to equal periods of [insert 6 or 12] months to run sequentially for the entire term of the contract (i.e., from the effective date of the contract to the expiration date of the contract, including all options). The amount of fee or profit to be allocated to each period shall be equal to the average monthly fee or profit that is available or otherwise payable during the entire term of the contract, multiplied by the number of months established above for each period.

(ii) Under this clause, the total amount of fee or profit that is subject to reduction in a period in which a performance failure occurs, in combination with any reduction made under any other clause in the contract that provides for a reduction to the fee or profit, shall not exceed the amount of fee or profit that is earned by the contractor in the period established pursuant to paragraph (b)(2)(i) of this clause.

(3) For performance-based firm-fixed-price contracts, the contracting officer will at the time of contract award include negative monetary incentives in the contract for contractor violations relating to the protection of worker safety and health.

(c) Protection of Worker Safety and Health. Performance failures occur if the contractor does not comply with the contract's WS&H terms and conditions, which may be included in the DOE approved contractor Integrated Safety Management System (ISMS). The degrees of performance failure under which reductions of fee or profit will be determined are:

(1) First Degree: Performance failures that are most adverse to WS&H or could threaten the successful completion of a program or project. For contracts including ISMS requirements, failure to develop and obtain required DOE approval of WS&H aspects of an ISMS is considered first degree. The Government will perform necessary review of the

ISMS in a timely manner and will not unreasonably withhold approval of the WS&H aspects of the contractor's ISMS. The following performance failures or performance failures of similar import will be deemed first degree:

- (i) Type A accident (defined in DOE Order 225.1A).
- (ii) Two Second Degree performance failures during an evaluation period.

(2) Second Degree: Performance failures that are significantly adverse to WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. The following performance failures or performance failures of similar import will be considered second degree:

- (i) Type B accident (defined in DOE Order 225.1A).
- (ii) Non-compliance with approved WS&H aspects of an ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.
- (iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the contract.

(3) Third Degree: Performance failures that reflect a lack of focus on improving WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in potential breakdown of the contractor's WS&H system. The following performance failures or performance failures of similar import will be considered third degree:

- (i) Failure to implement effective corrective actions to address deficiencies/non-compliance documented through external (e.g., Federal) oversight and/or reported per DOE Order 232.1A requirements, or internal oversight of DOE O 440.1A requirements.
- (ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant WS&H system breakdown.
- (iii) Non-compliances that either have, or may have, significant negative impacts to workers that indicate a significant WS&H system breakdown.
- (iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.

B.3 AWARD FEE ADJUSTMENTS

Should the anticipated scope per fiscal year increase or decrease the estimated cost by an estimated 10% or greater from the scope as priced in the contract for that year, the Contractor and Government will enter into good faith negotiations to revise the award fee pool for that period (and subsequent years as may be appropriate) accordingly.

B.4 FINAL FEE DETERMINATION

(a) Upon successful completion of work as specified in Section C, the Contracting Officer shall determine the total fee earned by the Contractor consistent with the award fee plan, and any reductions made under any other clause of the contract. If the amount of the total fee earned is less than the total amount of all fee payments previously made to the Contractor, the Contractor shall reimburse DOE the difference. The difference is subject to FAR Clause 52.232-17, Interest (JUN 1996). If the amount of total fee earned is more than the total amount of all prior fee payments previously made to the Contractor, DOE shall pay the Contractor the difference.

(b) Termination. If this contract is terminated in its entirety, fee shall be payable to the Contractor consistent with paragraph (a) above. Nothing in this paragraph shall limit or restrict the application of FAR Clause 52.249-6, Termination (Cost-Reimbursement).

B.5 OPTIONS

(a) The Government may unilaterally exercise the Option Periods in accordance with FAR 52.217-9. The Government reserves the unilateral right to extend the period of performance through the exercise of Option Periods I, II and III.

(b) The Contracting Officer will provide written preliminary notice in accordance with the clause entitled 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).

DEPARTMENT OF ENERGY
OFFICE OF RIVER PROTECTION
222-S LABORATORY ANALYTICAL SERVICES & TESTING

PERFORMANCE WORK STATEMENT (PWS)

C.1 BACKGROUND

The scope of this contract is to perform the Analytical Services production functions of receiving, handling, analyzing, storing samples, performing special tests and reporting the results of these analyses and tests to the contractors of Department of Energy Offices at the Hanford Nuclear Site near Richland, Washington. These functions will be performed through a contract with the DOE Office of River Protection at the 222-S Laboratory complex located in the 200 West Area of Hanford. These services support cleanup and closure of the Hanford site and are a critical activity in achieving closure goals of all Hanford projects. This scope may also include other DOE work supporting scientific research and other DOE sites.

This work will be performed using facilities and infrastructure which are owned by DOE and maintained by DOE's Tank Operations Contractor (TOC) using work processes and work behavior that meets overall Hanford site program requirements. The Contractor shall interface with the TOC, customers and managers of these programs in a manner so that the overall Hanford programs and objectives are consistent among all prime contractors. This requires close coordination with customers and the TOC facility and infrastructure provider.

The 222-S Laboratory has an existing work force that is trained and qualified to perform the type work described in this PWS. In accordance with the contractor human resources clauses found in Section H of the contract, the Contractor shall give a first preference in hiring for vacancies in non-managerial positions under this Contract to Incumbent Employees for the performance of the requirements stated in this PWS.

Due to pending litigation regarding receipt of off-site waste at the Hanford site, the Contractor shall not use laboratory facilities or services off the Hanford Site without advance coordination with and written approval from DOE and its legal counsel. Additionally, no such DOE approval shall be granted for this scope unless the Contractor demonstrates that all other requirements can be met, e.g. contract, packaging, shipping, schedule, etc.

The Contractor shall perform all work in accordance with existing applicable laws and regulations, court orders, settlement agreements, applicable permits, and good practice consistent with safety and quality in the laboratory.

C.2 SCOPE

C.2.1 Contract Transition

- a. During the transition period, as specified in the clause in Section F entitled "Period of Performance," the Contractor shall perform those activities that are necessary to transition work from the incumbent contractor in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner. The Contractor is responsible for providing all necessary personnel and logistical support (office space, computers, telephone, etc.) during the transition period, unless specifically directed otherwise by the Contracting Officer.
- b. The Contractor shall submit a transition plan and budget to the Contracting Officer for approval within five working days after award of the contract. Within five days after contract award, the Contracting Officer will provide the Contractor a list of all incumbent personnel. The plan shall include a schedule of major activities, and address at a minimum:
 - i. Communication process among DOE, the incumbent 222-S Contractor, assigned subcontractors, incumbent employees, other Hanford contractors, and site tenants;
 - ii. Identification of key transition issues and milestones;
 - iii. Identification of a transition team (inclusive of consultants and teaming members, if any);
 - iv. Integration of work packages (direct and indirect) and budgets from incumbent contractors;
 - v. Approach to minimizing impacts on continuity of operations;
 - vi. Assumption of the laboratory operations;
 - vii. Human resource management;
 - viii. Implementation plan for the existing or proposed data systems identified in Section C.2.3.5;
 - ix. Development of all interface control documents identified in Section C.2.3.5; and

- x. Assumption of permits, applications, licenses, and other regulatory documents
- c. After completion of the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing that it is ready to assume full responsibility for the work. Upon written approval from the Contracting Officer, the Contractor shall assume full responsibility for the work the day after the end of the transition period specified in Section F.

C.2.2 Laboratory Operations

- a. The contractor shall annually perform approximately 15,000 inorganic, organic and radionuclide analyses. This number of analyses includes analyses for blanks, calibrations, equipment checks and actual samples analyzed. The sample analyses shall be performed on approximately 2,000 intermediate to high level radioactive and/or hazardous samples received from multiple locations and entities on the Hanford site. Samples received into the hot cell may be 300 Rad/hr, with a significant part of that from gamma radiation. Those high rad samples are diluted so that they can be analyzed in a ventilation hood. See Attachment 1, Required Laboratory Processes and Analyses, for the specific required capabilities.

ESTIMATED ARRA WORK TO BE PERFORMED (A001)

The following estimated work shall be performed in accordance with the rules and regulations under the American Recovery and Reinvestment Act of 2009, Pub. L. 1115 (Recovery Act).

ARRA PROJECTS	TOTAL ESTIMATED NUMBER OF ARRA SAMPLES
K East Reactor (M013)	50
Balance of Site (RL 40 ARRA)	180
PFP Demo (RL 11 ARRA)	296

- b. Analysis results shall be reported to meet customer's specified needs. Different methodologies for Required Data Reporting are as follows:
 - i. Full Data Package including raw data, Data Summary Reports with Method Detection Limits (MDL) and qualifiers, Quality Assurance (QA) data.
 - ii. Summary Data Package including Data Summary Reports with MDL

- iii. Summary Data Package with QA and Data Upload including Data Summary Reports with MDL, QA qualifiers, and defined electronic deliverables
- c. Sample analysis shall be performed by the Contractor's trained and qualified workforce in accordance with approved procedures, using appropriate test and handling equipment provided by DOE (see Section C.3 below). The currently installed Laboratory Information and Management System (LIMS) shall be used for sample tracking, records and data gathering and reporting.
- d. Future capabilities are expected to change little. Monthly work loads are expected to vary widely from 15% utilization to 125% utilization. Utilization in this case relates to the amount of time that analytical personnel are engaged in hands-on sample analysis work.
- e. The Contractor shall plan analytical work using priorities from Customers, receive samples which are usually highly radioactive, prepare them for analysis, record and track all sample and related waste materials, perform the analyses using necessary quality control and quality assurance, report the results and archive material as required by the customer. Daily interaction between the Contractor and other DOE prime contractors shall occur to set priorities, work loads and define required testing analyses for samples. The schedule for delivery, by the TOC, of samples to be analyzed is often affected by weather and unanticipated maintenance or operational issues. That, in combination with needed short turn around times, often causes the Contractor react using overtime or weekend work.
- f. Customers at times will require special tests and the Contractor is responsible for providing assistance in developing those test methods and then performing them in the lab. Customers consist of DOE prime contractors who perform program activities primarily at the Hanford site and may include some work from other DOE sites and DOE research. When planning the Contractor shall use the priorities and analytical data needs of customers to manage the laboratory workload in accordance with those needs. In addition, the Contractor shall use planning to establish readiness to perform new analyses, testing or infrequent analyses when these are defined by the customers.
- g. Hot cell operations are an essential and unique part of the work. The operations typically range from receipt of samples from Hanford highly radioactive waste tanks, conversion to more dilute samples, tracking and maintaining inventory of samples. These operations shall be conducted by trained personnel in accordance with approved detailed procedures and must meet safety and regulatory requirements as specified in the contract.
- h. The technical work scope is generally considered to be grouped into the following activities:

- i. Organic analysis
- ii. Inorganic analysis
- iii. RadChem analysis
- iv. Preparation of standards

However, this grouping is not mandatory and may be managed in any combination or divisions.

C.2.3 Business Services

C.2.3.1 Project Management

- a. The Contractor shall prepare a Project Management Plan (PMP) describing the approach for managing and controlling the project. The PMP shall be submitted for DOE approval and shall include two distinct sections: the description of the Project Control System and the Project Baseline. Upon approval of the PMP by the Contracting Officer, the Contractor shall fully implement the Project Control System. The description of the Project Control System shall articulate the management processes and controls utilized to manage and control work, complete Contract requirements, and meet the requirements of the American National Standards Institute/ Electronic Industry Association Standard 748, Earned Value Management Systems.
- b. The Contractor shall provide a reporting system capable of management information in the form of electronic databases and shall report program performance and earned value on the technical work, schedule, funds and cost profile. The Contractor shall provide annual projections by Government fiscal year for labor and equipment needs. The Contractor's databases and reporting shall be available to DOE-ORP no later than 10 working days after the close of the reporting period, to be established at time of award.
- c. The Contractor shall provide the information necessary to support DOE-ORP and other site contractors in the preparation of reports required by regulatory agreements, such as, the Hanford Federal Facility Agreement and Consent Order (also known as the Tri-Party Agreement (TPA)) and legislative mandates or DOE Headquarters required specific data (e.g., Integrated Planning and Budgeting System (IPABS)), which must be supported by the reporting system.
- d. Deleted **(M008)**
- e. The Contractor shall comply with all applicable permits as specified in Section J.

C.2.3.2 Training

The Contractor is responsible for establishing, implementing and maintaining a training program and shall provide trained and qualified personnel to perform the services described herein. The training program shall be in accordance with DOE Orders for nuclear facility operations.

C.2.3.3 Environment, Safety, Health & Quality Assurance (ESH&Q)

- a. 222-S Laboratory Analytical Services and this contract support a mission of accelerated closure. The nature of this contract along with the financial incentives such as those for accelerated completion or for cost effectiveness should never compromise or impede implementation of the Integrated Safety Management (ISM) System and ESH&Q compliance. The Contractor shall establish a single project wide ISM system, in compliance with the Section I clause, DEAR 952.223-71 *Integration of Environment, Safety and Health into Work Planning and Execution*, and Section B clause DEAR 952.223-77 *Conditional Payment of Fee, Profit or Incentives*. The Contractor shall submit to the Contracting Officer for approval the integrated safety management system description 90 days after contract award. Until DOE approves this system, the Contractor must use the existing Integrated Safety Management system descriptions. Consistent with the ISMS clause, the Contractor will be provided guidance on the preparation, review, and approval of the Contractor's ISMS within 15 days following contract award.
- b. The Contractor shall:
 - i. Establish a structured approach to planning and control of work including identification, management and implementation of ESH&Q standards and requirements appropriate for the work to be performed and for controlling related hazards, while facilitating the effective and efficient delivery of work. The contractor shall implement the requirements identified in the Section I clause 970.5204-2(c) entitled, *Laws, Regulations and DOE Directives*. The contractor is encouraged to follow the above DEAR clause to tailor the requirements.
 - ii. Assist the TOC to track and address environmental compliance issues and implement requirements (including but not limited to permitting, environmental reporting, Consent Decrees, Tri-Party Agreement reporting/management, pollution prevention, waste minimization).
 - iii. Establish coordinated annual integrated environment, safety and health performance objectives, measures, and commitments with the TOC for the 222-S Complex.

- iv. Submit to DOE for approval within 90 days of contract implementation a Quality Assurance Program (QAP) Plan in accordance with DOE O 414.1C and 10 CFR 830 Subpart "A" and in compliance with the site-wide Hanford Analytical Services Quality Assurance Requirements Document (HASQARD) found at: <http://www.hanford.gov/anserv/hasqa.html>. The Contractor shall accept and implement the existing QAP until the contractor's QAP is approved and implemented. The Contractor's QAP shall implement, as part of the implementation standard, Parts I and II of the American Society of Mechanical Engineer's (ASME) Nuclear Quality Assurance 1, 2004 (NQA-1, 2004). ASME NQA Facility Applications is the national consensus standard for the TOC workscope implementing QA Criteria of 10 CFR 830 Subpart A and DOE O 414.1C. The Contractor shall implement Parts I and II of the NQA-1, 2004 standard and indicate and implement within the QAP those portions of NQA-1, 2004 Parts III and IV that are applied to the Contractor's workscope. If additional standards are required to address unique/specific work activities, the standards shall be identified within the Contractor's QAP.

C.2.3.4 Safeguards & Security

- a. The contractor will be custodian for accountable quantities of category IV nuclear material. The contractor shall:
 - i. Ensure appropriate levels of protection against unauthorized access; theft, diversion, loss of custody of accountable Nuclear Material (NM) or Special Nuclear Material (SNM); theft of Government property; and other hostile acts that may cause unacceptable adverse impacts on national security or the health and safety of DOE or contractor employees, the public, or the environment.
 - ii. Prepare a Material Control & Accountability (MC&A) Plan in accordance with DOE Order DOE O 474.1A for MC&A.
- b. A site-wide nuclear materials safeguard and security program has been developed and approved by DOE. The contractor shall develop their own program that complies with the site-wide program.
- c. A nuclear safety program implementing a Documented Safety Assessment (DSA) as specified in Section J, has been established as well as safety management programs identified in the DSA. The Contractor shall develop procedures to comply with facility safety requirements.
- d. The 222-S lab has an approved technical authorization basis, HNF-12125 dated July 2003, that establishes controls for operations so that safety of

the public and workers is maintained. The Contractor shall comply with this program and associated safety management programs.

- e. The Contractor shall prepare and submit a Radiation Protection Program Plan (RPPP) that complies with the TOC's approved Radiation Protection Plan.

C.2.3.5 Hanford Site Services Interface Management

- a. 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. 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.
 - i. "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.
 - ii. "Optional" services are services that have been historically discretionary and are considered non-compulsory at the time of Contract award.
- c. All "Information" interfaces (see Section J Attachment entitled, *Hanford Site Services and Interface Requirements Matrix*) are Mandatory.
- d. The Contractor 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:
 - i. The interface and/or the services work request elements, and service levels (quantity and delivery rates);

- ii. 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;
 - iii. Decision process and a rigorous dispute resolution process; and
 - iv. Clear delineation of roles, responsibilities, accountabilities, and authorities.
- e. Reserved.
- f. Hanford Site Contractors shall, with coordination and adequate preparation, allow service-providing Contractors access to facilities to perform the service.
- g. 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. In cooperation with the MSC and the TOC, the Contractor shall provide input to the MSC for the annual update of the Matrix through the annual *Infrastructure and Services Alignment Plan (ISAP)* revision and Matrix update process.

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 effect 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. 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. 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. 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.

- k. The Contractor shall provide updates to the following Hanford Site Data Systems (**A007**):
- i. Chemical Inventory Tracking System (CITS): Site wide database that keeps track of all hazardous chemicals, their locations and quantities. This requires a Hanford account, but not a license.
 - ii. Laboratory Information Management System (LIMS): Laboratory Information Management System accumulates analytical data directly from instruments and from manual input. It also includes tools to convert data to the proper electronic format. This will be provided by the TOC without charge to the LAS&T contractor.
 - i. HANford Data Integrator (HANDI): Site wide financial reporting software. This requires a Hanford account, but not a license. HDTs (Hanford Document Tracking System): No longer required.
 - ii. Reserved
 - iii. HILLS (Hanford Information Lessons Learned Sharing): This Web site contains Hanford related operating experience articles including Lessons Learned, Safety Bulletins, Recalls, and other types of information that can be used for preventing recurrence of events, and sharing of good work practices. This requires a Hanford account, but not a license.
 - iv. Hanford Information Systems Inventory (HISI): Site wide database tracking controlled software that is safety significant. This requires a Hanford account, but not a license.
 - v. Integrated Document Management System (IDMS): Hanford Site approved electronic records management tool. This requires a Hanford account, but not a license.
 - vi. Integrated Training Electronic Matrix (ITEM): Site-wide system used to track training. This requires a Hanford account, but not a license.

- vii. Material Safety Data Sheets (MSDS) System: Site wide database used for retrieving Material safety data sheets for chemicals used by Hanford contracts. This requires a Hanford account, but not a license.
 - viii. Primavera (P6): Scheduling software used for budgetary and life cycle planning as well as tracking monthly progress. The LAS&T Contractor will be required to purchase software and a license for this data system.
 - ix. Reserved
 - x. System Change Request (SCR): The SCR system maintains and stores work records for system development efforts. This requires a Hanford account, but not a license.
 - xi. Sunflower Asset Management System (SAMS) Property Management Database: This requires a Hanford account, but not a license.
- I. The work area for the Contractor is a nuclear facility and is managed and controlled by the TOC. Therefore the programs, work scope, personnel, etc., are not completely mutually exclusive. Specific agreements must be established to address respective responsibilities and actions. These agreements will be in addition to the general Hanford Site Services and Interface Requirements Matrix in Section J.

Typical subject areas for specific agreements with the TOC:

- i. Work load, resources or facility availability that might impact overtime or delivery of results.
- ii. Personnel who are shared in the short term between the TOC and lab contractor.
- iii. Use of procedures common to both contractors
- iv. Offices, equipment and supplies
- v. Procurement,
- vi. Non-disclosure agreements,
- vii. Programs, such as;
 - 1. Special Nuclear Material,
 - 2. Radiation control,
 - 3. Nuclear safety,
 - 4. Records,

5. Waste management,
6. Cost information for analyses and reports,
7. Safety, health and quality assurance,
8. Training and qualification programs,
9. Chemical management

C.2.3.6 Pensions and Other Benefit Plans

- a. The Contractor shall manage pensions and other employee benefit plans in accordance with the Section H clauses entitled "Employee Compensation: Pay And Benefits" and "Post-Contract Responsibilities For Pension And Other Benefit Plans".
- b. The Contractor shall be responsible for the pension costs for the incumbent employees that it hires to perform work under the contract beginning the first day after the end of the transition period. The incumbent contractor will be responsible for the pension costs for those same incumbent employees up to and including the last day of the 90 day transition period.

C.3 GOVERNMENT FURNISHED FACILITIES AND SERVICES

The Contractor will be provided with facilities, established programs and services to accomplish this scope of work. A detailed listing of facilities, equipment, services and information is provided in Section J of the contract. The Contractor shall integrate these services with the analytical services scope. Facilities and analytical equipment will be provided and maintained as described below.

The Contractor is encouraged to review the Government Furnished Equipment and Services during the contract period and make recommendations for improvements or changes in scope that will benefit the overall mission of DOE at the Hanford site.

C.3.1 Facilities

The 222-S complex consists of the 222-S Building, a 70,000 square foot laboratory facility, which includes 11 hot cells for handling and analyzing highly radioactive samples, and the auxiliary buildings that support the analytical chemistry mission. The analytical services will be primarily performed at the 222-S Building with nearby office spaces available for other laboratory personnel.

C.3.2 Instrumentation Provided

- a. Types of available laboratory equipment that will be provided to the Contractor are listed below. About 25% of instrument capacity is currently used in all but

the Organic area for Gas Chromatograph/Mass Spectrometers work where the potential utilization is at approximately 75% capacity. In addition to the analytical equipment below the laboratory also has 26 manipulators for sample handling that were purchased during 1993-1994 all of which are operational and in good condition.

- b. Sample Preparation Equipment
 - i. Liquid/liquid extractors
 - ii. Solid phase extraction apparatus
 - iii. Toxicity Characteristic Leaching Procedure apparatus
 - iv. Acid digestion apparatus
 - v. Water digestion apparatus
- c. Inorganic Instrumentation
 - i. Inductively Coupled Plasma/Mass Spectrometer systems (ICP/MS)
 - ii. ICP/AES (Atomic Emission Spectrometer systems)
 - iii. Thermal scanning calorimeters
 - iv. Differential Scanning Calorimeters (DSC)
 - v. Ion Chromatographs (IC)
 - vi. Scanning Electron Microscopes (SEM)
 - vii. Thermal Gravimetric Analyzers (TGA)
 - viii. Organic Instrumentation:
 - ix. Total Organic Carbon analyzers (TOC)
 - x. Gas Chromatographs
 - xi. Gas Chromatograph/Mass Spectrometers (GC/MS)
- d. Radiochemistry Instrumentation:
 - i. Liquid Scintillation Counters
 - ii. Alpha/Beta Proportional Counters, and
 - iii. Gamma (GEA) and Alpha Energy Analyzers (AEA)

C.3.3 Laboratory Information Management Systems (LIMS)

ORP will provide use of the comprehensive LIMS to the Contractor. These systems have the capability to upload a large proportion of the analytical data from the instruments to the analytical reporting system after approval by the responsible chemists.

C.3.4 Other Government Furnished Services

- a. Government furnished services will be provided or coordinated through the TOC. The Contractor shall integrate analytical services work scope to support these programs.
 - i. Radiological control program to manage work with radiological exposure and contamination: All radiological work activities in the facility are covered under the TOC's Radiation Protection Program (RPP) that is approved by DOE. As such, the Contractor shall follow the TOC's RPP (HNF-MP-5184). Compliance with 10 CFR 835, Occupational Radiation Protection, is accomplished through compliance with the TOC's RPP. Radiological Control Technicians (RCTs), employed by the TOC, are provided to the LAS&T to support work activities **(M020)**. The LAS&T shall work with RCTs on a daily basis to follow the radiological control program while handling, storing or analyzing samples. Nuclear safety program to implement and maintain the Documented Safety Analysis (DSA) and maintain nuclear safety of the laboratory. The Contractor shall comply with the controls, for example paragraph 5.5.1.3 of the DSA, to maintain nuclear safety in the facility.
 - ii. Safety management programs required to maintain both personnel and nuclear safety.
 - iii. Security program and security personnel to maintain physical security for the laboratory and its inventory. The Contractor shall maintain the personnel and information security program for employees and visitors.
 - iv. Emergency Response Program and support infrastructure to integrate the laboratory into the Hanford Site Emergency Response Program.
 - v. Fire Protection Program to maintain the laboratory within the requirements of the approved Fire Hazards Analysis.
 - vi. Waste Management Program and Services. Waste generated in the process of performing analytical services work shall be controlled in accordance with applicable laws and regulations and agreements (i.e. Tri-Party Agreement) with the Washington Department of Ecology. In general, each hood is a satellite accumulation area with a designated container for waste. Contents of each of these containers must be fully known and documented. Compatibility of waste in the container shall be evaluated before new waste can be added. Disposal of this temporarily stored waste shall be controlled by the TOC in accordance with its procedures. The Contractor shall comply

with TOC direction and procedures regarding waste disposal and shall not make any independent waste disposal decisions. Handling and disposition of the waste at this point will be provided under the appropriate procedures of the TOC.

- vii. Facility and equipment maintenance. The Contractor shall perform daily calibrations and associated analytical maintenance and cleaning of the instruments.

C.4 DELIVERABLES

- (a) Minimum reporting requirements and the frequency of submission are provided in Table C-1. Table C-1 is not intended to be complete and is subject to change at the discretion of the Contracting Officer as provided to the Contractor in writing. In addition, Table C-1 does not include reports that may be required by other terms of this Contract or by DOE directives that are applicable to this Contract. The Contracting Officer will determine content, format and distribution of all reporting requirements listed in Table C-1.

Table C-1	
Minimum Reporting Requirements and Frequency	
Report Name	Frequency
Transition Plan	A
Project Management Plan	A
Work Breakdown Structure (WBS)	A
WBS Description	A
Project Status Assessment	M (Modification 026)
Monthly Performance Overview and Funds Status Report by WBS	Deleted (Modification 026)
Property Management Plan	A
Property Acquisition and Dispositions – if applicable	A
Physical Inventory Report	Y
Integrated Safety Management System Description	A
Incumbent Employees To Be Hired Report	A
Employee Concerns Plan	A
Communication Plan	A
Radiation Protection Program Plan	A
Records Management Plan	A
Quality Assurance Program Plan	A

Material Control and Accountability Plan	A
Legal Management Plan	A
Human Resources Compensation Plan	A
Annual Contractor Salary-Wage Increase Expenditure Report	Y
List of the Top Five (5) Most Highly Compensated Executives	A
Annual Report of Contractor Expenditures for Employee Supplemental Compensation	A
Annual Compensation Increase Plan	A
Ben-Val Studies	A
Employee Benefits Cost Study	Y
Itemization of Costs Incurred for Plan Administration	A
FREQUENCY CODES:	
A – As Required	Q – Quarterly
C – Change to Contractual Agreement	S – Semi-Annually
F – Final (end of effort)	Y – Yearly or Upon Renewal of Contract
M – Monthly	O – One After Award (within 90 days)

ATTACHMENT 1 –REQUIRED LABORATORY PROCESSES AND ANALYSES**Processes:**

- Sample Breakdown
- Homogenize Sample
- Centrifuge Sample
- Composite Sample
- Bulk Density
- Volume of % Centrifuged Solids
- Liquid Weight
- Solid Weight
- Volume of Solid
- Acid Dilution for ICP/AA/Radiochemistry
- Water Digest for ICP/AA/Radiochemistry
- Fusion with KOH
- Water Digest (no acid)
- Quality Control Standards, Blanks and Calibration Samples

Analyses:**Inorganic, Physical Analyses, Total Organic Carbon (TOC)**

- Ammonium by Ion Chromatography (IC)/Cations by IC
- DSC exotherms by TA
- Iso Uranium by ICP/Mass Spectrometry(MS)
- Specific Gravity
- % Water by Gravimetric Measurement
- Anions by IC
- ICP Acid Digest/Routine Analysis
- Total Organic Carbon (TOC) by Persulfate/Coulometry

Organic Analyses

- PCB Sample Preparation
- PCB Analyses (SW846 8082)
- Volatile Analyses (SW846 8260)
- Semivolatile Analyses (SW846 8270)

Radionuclide Analyses

- Alpha in liquid sample
- Am241, Cm 243 by TRU-SPEC Resin
- Plutonium (Pu) 238, 239 by TRU-SPEC Resin
- GEA
- Strontium (Sr) 89/90 High Level

Data Reporting

- Full Data Package
- Summary Data Package
- Summary Data Package with Quality Assurance and TCD Upload

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SECTION D**PACKAGING AND MARKING****D.1 PACKAGING**

Preservation, packaging and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by a common carrier and safe transportation at the most economical rate.

D.2 MARKING

- (a) Each package, report or other deliverable required by the Schedule, Performance Work Statement or other parts of the contract shall be accompanied by a letter, cover page or other document which:
 - (1) Identifies the contract by number under which the item is being delivered.
 - (2) Identifies the deliverable Item and/or Report Requirement that requires the delivered item(s).
 - (3) Indicates whether the Contractor considers the delivered item to be a partial delivery or one that fully meets the delivery requirement.
- (b) Except as agreed to in writing by the Contracting Officer (CO), for any package, report, or other deliverable being delivered to a party other than the CO, a copy of the document required in (a), above, shall be simultaneously provided to the CO or office administering the contract, as identified in Section G.2 of the contract.

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SECTION E**INSPECTION AND ACCEPTANCE****E.1 FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)**

- (a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may --(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and (2) Reduce any fee payable under the contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may -- (1) By contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances; or (2) Terminate the contract for default.

E.2 ACCEPTANCE

DOE will develop and provide to the contractor a Quality Assurance/Surveillance Plan (QA/SP) for this contract which will establish the process DOE will use to verify Contractor performance in accordance

with the performance standards and expectations specified in this contract. The QA/SP will summarize the performance standards, expectations and acceptable quality levels for each task; describe how performance will be monitored and measured;

- (a) Acceptance: declaration of physical completion. Upon physical completion of the contract as set forth in Section C, the Contractor shall prepare a letter declaring that work has been physically completed. After submittal of the letter, the Government will, within ninety (90) calendar days, accept the project as complete or provide the contractor with a final definitive punch list of material deficiencies, which preclude the Government from accepting the physical completion of the contract. Following the Government's notification, the Contractor shall correct all identified deficiencies and submit a Final Declaration of Physical Completion. The Contracting Officer will determine final acceptance.
- (b) Acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any duly designated representative, as designated in writing from time to time by the Contracting Officer.

E.3 ACCESS (A001)

- i. The Comptroller General and his representatives are authorized to examine any records of the contractor or any of its subcontractors that involve transactions relating to the contract or subcontract and to interview any officer or employee of the contractor or any of its subcontractors, regarding such transactions.
- ii. Any representative of an appropriate inspector general is authorized to examine any records of the contractor or any of its subcontractors that involves transactions relating to the contract or subcontract and to interview any officer or employee of the contractor or subcontractor regarding such transactions.
- iii. The Recovery Accountability and Transparency Board (The Board) and its representatives are authorized to conduct audits and reviews of contracts that use Recovery Act funds. In addition to having access to records of the contractor and any of its subcontractors, and the right to interview any officer or employee of the contractor or subcontractor, the Board is also authorized to issue and enforce subpoenas to compel the testimony at public hearings, or otherwise, of persons who are not Federal officers or employees.

E.4 CERTIFICATION (A001)

In order for the Contracting Officer to accept any products or services funded by the Recovery Act, the Contractor shall certify that the items were delivered and/or work was performed for a purpose authorized under the Recovery Act.

PART I - THE SCHEDULE

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SECTION F**DELIVERIES OR PERFORMANCE****F.1 PERIOD OF PERFORMANCE (A009)**

The period of performance for the work specified in Section C of this contract is shown below:

1. Contract Transition Period: November 20, 2009 – January 2, 2010
2. Base Period: January 3, 2010 – January 2, 2012
3. Option Period I: January 3, 2012 – January 2, 2013
4. Option Period II: January 3, 2013 – January 2, 2014
5. Option Period III: January 3, 2014 – January 2, 2015

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this contract shall be the Hanford Site, near Richland, Washington and other facilities as directed by the Contracting Officer.

F.3 DELIVERIES

All products, reports, or services under this contract shall be delivered to the Contracting Officer, or any other duly authorized Government representative as designated in writing by the Contracting Officer. The Contractor shall prepare and submit the plans and reports listed in Section C.4, *Deliverables*.

F.4 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) - ALT 1 (APR 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

1. Cancel the stop-work order; or

2. Terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if-
1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.5 STOP-WORK AND SHUTDOWN AUTHORIZATION

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.
- (b) Stop-Work. In the event of an imminent health and safety hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by

directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing from the Contracting Officer.

- (c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-imminent health and safety hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or by independent oversight organizations, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management and the DOE Office of River Protection Office Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to the Section F Clause entitled, *FAR 52.242-15, Stop Work Order*.
- (d) Facility Representatives. DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to “stop work,” which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the Facility Representative believes:
- (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
 - (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
 - (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.
- (e) The Contractor shall comply with the Hanford Site “Stop Work“ Policy.

PART I - THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G**CONTRACT ADMINISTRATION DATA****G.1 CORRESPONDENCE PROCEDURES (M008)**

- (a) To promote timely and effective contract administration, correspondence submitted under this contract shall include the contract number and shall be addressed to the DOE Contracting Officer with information copies of the correspondence to the COR and the DOE Patent General Counsel (where patent or technical data issues are involved). For technical direction, the Contractor may address letters directly to the COR, or respond directly to letters issued by the COR. The Contracting Officer shall receive a courtesy copy of the letter from the Contractor.
- (b) Patents Correspondence. The Chicago Operations Office, acting through the Intellectual Property Law Division of the Office of Chief Counsel, DOE, 9800 South Cass Avenue, Argonne, Illinois, 60439, is hereby designated to represent the CO in administering the Patent Clauses in this contract. Correspondence concerning patent and technical data issues shall be addressed to the Chicago Operations Office in care of Gary Drew, Assistant Chief Counsel for Intellectual Property, One Cyclotron Road MS90-1023, Berkeley, CA, 94720, with a copy to the Assistant Chief Counsel for the Office of River Protection, the CO and the COR.
- (c) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

“SUBJECT: CONTRACT NO. DE-AC27-10RV15051”

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

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

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

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

(Modification 026)

G.2 CONTRACT ADMINISTRATION

The DOE Contracting Officer and correspondence address is:

Susan E. Bechtel **(A007)**
Contracting Officer
US DOE Office of River Protection
P.O. Box 450, MSIN H6-60
Richland, WA 99352

The DOE Contracting Officer Representative and correspondence address is:

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

Robert Carosino **(A007)**
Contracting Officer Representative – Limited to Litigation Management and Legal Policy
US DOE Office of River Protection
P.O. Box 450, MSIN H6-60
Richland, WA 99352

The DOE Property Administrator and correspondence address is:

Cathy Poynor **(A007)**
Property Administrator
US DOE Office of River Protection
P.O. Box 450, MSIN H6-60
Richland, WA 99352

G.3 CONTRACTOR'S POINT OF CONTACT

The Contractor shall identify to the CO the official who has the authority and is responsible for managing, administering, and negotiating changes to the terms and conditions of this contract, as well as executing contract modifications on behalf of the company.

G.4 DOE CONTRACTING OFFICER'S REPRESENTATIVE

The CO will designate in writing the name and correspondence address of the COR who is the only individual (outside of the CO) that may give technical direction in accordance with the Section G clause entitled DEAR 952.242-70, "Technical Direction." The Contractor shall use the COR as the primary point of contact on technical correspondence (see the Correspondence Procedures clause, above, for definition), subject to the restrictions of Section G, DEAR 952.242-70, "Technical Direction."

G.5 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE COR. The term "technical direction" is defined to include, without limitation:
 - (1) Providing direction to the Contractor that redirects contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual SOW.
 - (2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
 - (3) Reviewing and, where required by the contract, approving technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.
- (b) The contractor will receive a copy of the written COR designation from the CO. It will specify the extent of the COR's authority to act on behalf of the CO.

- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
- (1) Constitutes an assignment of additional work outside the SOW;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes";
 - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the CO in writing within five (5) working days after receipt of any such instruction or direction and must request the CO to modify the contract accordingly. Upon receiving the notification from the Contractor, the CO must:
- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
 - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
 - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and CO either to agree that the technical direction is within the scope of the contract or to agree upon the

contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

G.6 BILLING INSTRUCTIONS (M008)

(a) Invoices: All invoices, including the applicable CLIN reference from Section B.1, shall be submitted via electronic mail (email), in accordance with the following:

(1) Portable Document Format (PDF) of all invoices shall be sent to individuals designated by the Contracting Officer for the following Office of River Protection divisions:

- i. Acquisition Management Division;
- ii. Project Administration;
- iii. Tank Farms Project; and
- iv. Others as directed.

(2) In addition to the information required by the Section I Clause entitled, Prompt Payment (FAR 52.232-25), the following information must be included on each invoice:

- i. The invoice shall include a summary schedule of costs by Budget and Reporting (B&R) Breakout.
- ii. Individual Cost Center Codes (as applicable).
- iii. All supporting documentation requested by the CO or COR (spreadsheets, receipts, CO approvals, etc.)

(3) Original invoice shall be submitted to the paying office at the following email address: orfscmail@oro.doe.gov. The contractor may be required to email to individuals at the Oak Ridge Office (ORO), as determined by ORO.

(4) The contractor shall also submit invoices electronically via the US Department of Energy Vendor Inquiry Payment Electronic Reporting System (VIPERS) at <https://finweb.oro.doe.gov/vipers.htm>

(b) INVOICING UNDER ARRA (A001)

The following invoice procedure will apply to the submission of invoices for Recovery Act work specified in Section C:

The contractor may invoice costs for both Recovery Act work and other work in the same invoice. However, the contractor shall separately identify costs in its invoices that pertain to the Recovery Act work. Recovery Act costs shall also be segregated in the invoice so as to identify those costs associated with each applicable appropriation at the program and project level of the following accounting and appropriation data:

Accounting and Appropriations Data

Level	1	2	3	4	5	6	7	8	9
Numerical Characters	06049	9-10	34	422100	25200	1111328	2002140		
Level Name	Fund	Appropriation Year	Allottee	Reporting Entity	Object Class	Program	Project	WFO	Local Use

The contractor shall certify in each invoice that the costs included in the invoice for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with Section C. Other existing provisions applicable to invoice submission are applicable to Recovery Act invoices.

G.7 DEFECTIVE OR IMPROPER INVOICES

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

G.8 REPRESENTATIONS AND CERTIFICATIONS

The Representations and Certifications for this contract as completed by the Contractor and dated, September 22, 2009, are hereby incorporated into this contract by reference.

PART I - THE SCHEDULE

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SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 RELEASE OF INFORMATION

Any proposed public release of information by the Contractor including publications, exhibits, or audiovisual productions pertaining to the work called for in this contract shall be submitted for approval prior to actual printing and distribution. Proposed releases are to be submitted to DOE- ORP, Office of Communications P.O. Box 450 H6-60, Richland, Washington 99352. All proposed releases should conform to the requirements of the applicable DOE Orders pertaining to the public release of information.

H.2 CONSECUTIVE NUMBERING

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

H.3 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.4 MODIFICATION AUTHORITY

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (1) accept nonconforming work,
- (2) waive any requirement of this contract, or
- (3) modify any term or condition of this contract.

H.5 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.6 CRITICAL SUBCONTRACTS – DESIGNATION AND CONSENT

The following subcontracts have been determined to be critical subcontracts:

None identified

The above subcontracts require notification to, and consent by, the Contracting Officer regardless of any exceptions that may be stated in the Subcontracts clause of this contract. Consent of these subcontracts is retained by the Contracting Officer and will not be delegated. The Contracting Officer may unilaterally designate additional subcontracts as "critical" without such action constituting a basis for adjustment to any other terms of the contract.

H.7 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT

The Contractor is required to comply with the following in accordance with the applicable DOE Order:

- (a) Notify their employees annually of their duty to report directly to the DOE Inspector General (IG) allegations of fraud, waste, abuse, corruption, or mismanagement in DOE programs, operations, funds, or contracts. The DOE Contractor employees should, when appropriate, report directly to the IG any information concerning wrongdoing by employees of DOE, Contractors, or subcontractors. The DOE Contractor employees should also report to the DOE IG any allegations of reprisals taken against DOE or DOE Contractor employees who have reported fraud, waste, abuse, corruption, or mismanagement to the IG;
- (b) Display and publish the DOE IG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies; and
- (c) Publish the DOE IG hotline telephone number in phone books and newsletters.

H.8 DOE CONTRACT ADMINISTRATION AND OVERSIGHT

The 222-S LAS&T Contract at the Hanford site presents significant work scope, and makes it imperative that DOE has a focused approach for providing oversight of Contractor work. DOE oversight activities will focus primarily on ensuring safe operation and management of the 222-S LAS&T contract at Hanford. The DOE oversight will be conducted in a tailored and proactive manner with minimal interference with contract performance. The Contractor shall respond to DOE oversight and to concerns, findings, and observations as identified by the CO or COR during the conduct of these oversight activities. The areas of oversight are:

- (a) Management Oversight: This includes field inspection and the monthly assessments of contract status, which will be used to determine and validate contract performance.

- (b) Contract Management Oversight: Administration and monitoring of the prime contract will be in accordance with the contract terms and conditions which include, but are not limited to, the oversight required under FAR Subchapter G – Contract Management (FAR Parts 42-51) and its supplements, as applicable.
- (c) Financial Management Oversight: DOE will review all budgetary data submitted by the Contractor. DOE or its representative will monitor and audit Contractor funds management practices and procedures to ensure compliance with applicable regulations and statutes.
- (d) Other Oversight: The COR, Facility Representatives and/or Subject Matter Expert will conduct regular oversight and assessments. The purpose of these contacts will be to assess performance. In addition to this regular involvement, the Contractor shall support:
 - (1) Management Walkthroughs conducted in areas or locations where work is ongoing;
 - (2) Periodic Walkthroughs by DOE-HQ personnel or regulators; and
 - (3) Employee concerns elevated to DOE for evaluation.

H.9 PRIVACY ACT SYSTEMS OF RECORD

- (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*.

Title

Personnel Records of Former Contractor Employees
 Emergency Locator Records
 Payroll & Locator Records
 Report of Compensation
 Payroll & Pay-Related Data for Employees of Terminated Contractors
 General Training Records
 Personnel Medical Records
 Personnel Radiation Exposure Records
 Contractor Employees Insurance Claims
 Personnel Security File
 Security Investigations
 Employee and Visitor Access Control Records
 Access Authorization for ADP Equipment
 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.10 WAGE DETERMINATION RATES

In the performance of this contract, the Contractor shall comply with the requirements of U.S. Department of Labor Wage Determination in Part III, Section J, Attachment J-5, U.S. Department of Labor Wage Determination. Revised wage determinations shall be required from the Department of Labor and incorporated into this contract at least once every two (2) years but not more often than yearly.

H.11 OBSERVANCE OF GOVERNMENT HOLIDAYS

The following days are to be observed as holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- The Friday after Thanksgiving
- Christmas Eve
- Christmas Day

H.12 TRANSITION TO FOLLOW-ON CONTRACT

At contract expiration or termination, the Contractor should cooperate with a successor contractor or DOE by allowing either to interview its employees for possible employment. If the employees accept employment with the successor contractor, the Contractor shall release such employees at the time established by DOE. During the transition period (up to 90 days after contract award), the Contractor shall pay the employee severance pay. Thereafter, the successor contract is responsible for paying employees severance pay, wages, pension and benefits.

H.13 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.14 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.

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

For activities within the Contract scope, the Contractor shall:

- (a) Provide information and/or resources as requested in support of DOE-ORP media interactions.
- (b) As requested, work with DOE-ORP 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-ORP on the ongoing technical staff interactions to ensure that affected Tribes can be involved early and often in proposed plans and activities.
- (c) As requested, inform and involve the public, citizens advisory boards, and other interested parties in proposed plans and activities. Provide resources for required public comment and outreach processes related to upcoming decision making (e.g., NEPA and CERCLA).
- (d) As necessary, participate in tour planning and preparation, and make facilities and personnel available as requested by DOE-ORP. Visits to the project sites shall be part of ongoing communication and outreach activities.
- (e) Provide MSC with current information related to the Contract scope to maintain the external Hanford website.
- (f) Participate in meetings and briefings to update interested external parties on Contract activities when requested by DOE-ORP.
- (g) Provide ongoing support to DOE-ORP in the preparation of communication materials, such as presentations, fact sheets, specialized graphics and charts, large posters, and up-to-date photography.
- (h) Respond in a timely fashion with information as requested by DOE in support of Freedom of Information Act and/or Privacy Act requests.

H.15 PERFORMANCE GUARANTEE – (NOT APPLICABLE)

If the Contractor is a joint venture, limited liability company, other similar entity, or a newly formed entity, the Contractor's parent organization(s) or all member organizations shall guarantee performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J,

Appendix F. If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and several liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the CO.

H.16 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 three (3) 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.17 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."
- (5) The HSPP, HSSP and HEWT are collectively referred to herein as 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. **(Modification 028)**
- (b) Incumbent Employees for the purposes of this Contract
Based on prior employment and the terms of the HSPP, Incumbent Employees are those employees eligible to participate, or to return to and participate, in the HSPP and accrue Benefit Service as defined in the HSPP. **(Modification 028)**
- (c) Non-Incumbent Employees

If an employee does not meet the definition of an Incumbent Employee with respect to the HSPP, as described in paragraph (b), the employee will be considered a Non-Incumbent Employee for the purposes of this Contract. **(Modification 028)**
- (d) Human Resources Compensation Plan

The Contractor shall submit within 30 days of Contract award 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
(Modification 028)

(1) HSPP

- (i) The Contractor shall allow individuals who are Incumbent Employees to accrue credit under the HSPP 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 as determined by the Plan Administrator 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*.
- (ii) 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.

(2) HSSP

- (i) Contributions to the HSSP shall be allowable costs under this Contract, subject to compliance with other provisions of this Contract and terms of the Plans, as amended.

(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.18 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 (HSSP), 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.19 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.20 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.21 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.22 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) 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*. **(Modification 028)**
- (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.23 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.24 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. 25 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.26 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 Laboratory Manager (the initial Laboratory 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 \$50,000 for each and every occurrence of a change to the Laboratory Manager. A change to the Laboratory 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 Laboratory 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 \$25,000 for each and every occurrence of a change to the Key Person. A change to a Key Person other than the Laboratory 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 (Modification 026)

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:

<u>Name</u>	<u>Position</u>
Jou Hwang, Ph.D	Laboratory/Project Manager
Ms. Kristine Kuhl-Klinger	Business Services & Performance Assurance Manager
Ruth Bushaw, Ph.D	Lead Project Coordinator (LPC) & Technical Manager
Mr. Ray Akita	Hot Cells Operations & Facility Readiness Manager

H.27 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, *PWS, 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.28 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.29 PRICE-ANDERSON AMENDMENTS ACT NON-COMPLIANCE

The Contractor shall establish an internal Price Anderson Amendments Act (PAAA) noncompliance identification, tracking and corrective action system and shall provide access to and fully support DOE reviews of the system. The Contractor shall also implement a PAAA reporting process which meets

applicable DOE standards. The Contractor shall be accountable for ensuring subcontractors adhere to the PAAA requirements.

H.30 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATION OR ALLEGED VIOLATIONS, FINES, AND PENALTIES

- (a) The Contractor shall accept, in its own name, service of notices of violation or alleged violations (NOVs/NOAVs) issued by Federal or State regulators to the Contractor resulting from the Contractor's performance of work under this Contract, without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to the other provisions of this Contract.
- (b) The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

H.31 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.32 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.33 SUCCESSOR CONTRACTOR

In the event the contractor becomes a “successor contractor,” the contractor and/or its team members agrees to recognize and bargain in good faith with the certified collective bargaining agent(s) (currently Hanford Atomic Metal Trades Council) for the incumbent represented workforce, subject to and in compliance with the National Labor Relations Act requirement with respect to successor contracts.

H.34 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.35 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) Contractor and DOE as Joint Permittees. Where appropriate, required by law, or required by applicable regulatory agencies, DOE will sign permits 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.36 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.37 PROTECTION OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

(a) Definitions.

(1) Personally Identifiable Information: Any information about an individual maintained by DOE or its contractors, (e.g. medical, education, financial, criminal or other employment history and information, etc.), which can be used to distinguish or trace an individual's identity, (e.g. name, social security numbers, date and place of birth, mother's maiden name, biometric records, etc.), and any other personal information which is linked or linkable to an individual.

(2) PII Incident: Any suspected or confirmed cyber security or physical security incident involving PII.

(b) Requirements.

(1) All suspected or confirmed cyber security and physical security incidents involving PII are to be reported to the DOE Cyber Incident Advisory Capability (CIAC) within 45 minutes of discovering the incident. Reports to the CIAC may be sent via email to ciac@ciac.org, by phone to (925) 422-8193, or by fax to (925) 423-8002. The CIAC website is www.ciac.org.

(2) In addition to notification to CIAC, all suspected or confirmed cyber security and physical security incidents involving PII shall be reported telephonically within 45 minutes of discovering the incident to: (i) the EM-3 Chief Operating Officer; and (ii) the ORP Manager, ORP Deputy Manager, or ORP Duty Officer.

(3) While the initial notification may be telephonic, the Contractor must follow-up writing signed by a senior Contractor official. Notices must at a minimum contain factual information describing both the circumstances surrounding the loss and the information that was compromised. All

notifications shall include the name and telephone number of a contact person.

(4) Appropriate steps shall be taken to minimize identity theft risks to the affected individuals.

(5) The Contractor shall notify all employees and others affected by the PII loss unless after consultation with law enforcement officials, the Assistant Secretary for Environmental Management determines that notification will significantly compromise the investigation.

H.38 COMPLIANCE WITH FIPS PUB 201

This contract involves the acquisition of hardware, software, or services related to physical access to Federal premises or electronic authentication or access control to a Federal agency's computer systems and electronic infrastructure. Any such hardware, software, or services delivered under this contract shall comply with FIPS Pub 201, and FIPS Pub 201 shall take precedence over any conflicting performance requirement of this contract. Should the contractor find that the Performance Work Statement or specifications of this contract do not conform to FIPS Pub 201, it shall notify the Contracting Officer of such nonconformance and shall act in accordance with instructions of the Contracting Officer.

H.39 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.40 SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (FEB 2009) (A001)

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 ARRA 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

Contractors must include this clause in every subcontract over \$25,000 that is funded, in whole or in part, by the Recovery Act unless the subcontract is with an individual.

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. 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 OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for 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 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 have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under paragraph H below.

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.

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Section I - Contract Clauses

I.1 FAR 52.202-1 Definitions. (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

I.2 FAR 52.203-3 Gratuities (APR 1984)

I.3 FAR 52.203-5 Covenant Against Contingent Fees (APR 1984)

I.4 FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)

I.5 FAR 52.203-7 Anti-Kickback Procedures (JUL 1995)

I.6 FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)

I.7 FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)

I.8 FAR 2.203-12 Limitation on Payments to Influence Certain Federal

Transactions (SEP 2007)

- I.9 FAR 52.203-13 Contractor Code of Business Ethics and Conduct. (DEC 2008)**
- I.10 FAR 52.203-14 Display of Hotline Poster(s) (Dec 2007)**
- I.11 FAR 52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000)**
- I.12 FAR 52.204-7 Central Contractor Registration (APR 2008)**
- I.13 FAR 52.204-9 Personal Identity Verification of Contractor Personnel (SEP 2007)**
- I.14 FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (SEP 2006)**
- I.15 FAR 52.211-5 Material Requirements (AUG 2000)**
- I.16 FAR 52.215-2 Audit and Records - Negotiation (JUN 1999) (A0001)**
- I.17 FAR 52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)**
- I.18 FAR 52.215-11 Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)**
- I.19 FAR 52.215-13 Subcontractor Cost or Pricing Data - Modifications. (OCT 1997)**
- I.20 FAR 52.215-15 Pension Adjustments and Asset Reversions (OCT 2004)**
- I.21 FAR 52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997)**
- I.22 FAR 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)**
- I.23 FAR 52.215-19 Notification of Ownership Changes (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in

changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

I.24 FAR 52.215-21 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997)

I.25 FAR 52.216-7 Allowable Cost and Payment (DEC 2002)

(a) *Invoicing.* (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this

contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the [*Contracting Officer insert day as prescribed by agency head; if not prescribed, insert 30th*] day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.* (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term costs includes only -

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made -

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.* (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost

rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the

Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates -

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be -

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) *Final payment.* (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver -

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates,

credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except -

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

I.26 FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to contract expiration

(End of clause)

I.27 FAR 52.219-6 Notice of Total Small Business Set-Aside (JUN 2003)

I.28 FAR 52.219-8 Utilization of Small Business Concerns (MAY 2004)

I.29 FAR 52.219-14 Limitations on Subcontracting (DEC 1996)

I.30 FAR 52.222-1 Notice to the Government of Labor Disputes (FEB 1997)

I.31 FAR 52.222-2 Payment for Overtime Premiums (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed [*] or the overtime premium is paid for work -

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either zero or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of clause)

- I.32 FAR 52.222-3 Convict Labor (JUN 2003)**
- I.33 FAR 52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 2005)**
- I.34 FAR 52.222-21 Prohibition of Segregated Facilities (FEB 1999)**
- I.35 FAR 52.222-26 Equal Opportunity (MAR 2007)**
- I.36 FAR 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)**
- I.37 FAR 52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)**
- I.38 FAR 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)**
- I.39 FAR 52.222-41 Service Contract Act of 1965 (NOV 2007)**
- I.40 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class	Monetary Wage - Fringe Benefits
[]	[]

(End of clause)

- I.41 FAR 52.222-50 Combating Trafficking in Persons (AUG 2007)
- I.42 FAR 52.222-54 Employment Eligibility Verification (JAN 2009)
- I.43 FAR 52.223-3 Hazardous Material Identification and Material Safety Data (JAN 1997)
- I.44 FAR 52.223-5 Pollution Prevention and Right-to-Know Information (AUG 2003)
- I.45 FAR 52.223-6 Drug-Free Workplace (MAY 2001)
- I.46 FAR 52.223-10 Waste Reduction Program (AUG 2000)
- I.47 FAR 52.223-12 Refrigeration Equipment and Air Conditioners (MAY 1995)
- I.48 FAR 52.223-14 Toxic Chemical Release Reporting (AUG 2003)
- I.49 FAR 52.224-1 Privacy Act Notification (APR 1984)
- I.50 FAR 52.224-2 Privacy Act (APR 1984)
- I.51 FAR 52.225-1 Buy American Act - Supplies. (JUN 2003)
- I.52 FAR 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- I.53 FAR 52.227-14 Rights in Data--General (DEC 2007) --ALTERNATE I, ALTERANATE II, & ALTERNATE III (Dec 2007)

(a) Definitions. As used in this clause--

"Computer database" or "database" means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software" --

(1) Means (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer

program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights data" means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data," means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer

software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in--

- (i) Data first produced in the performance of this contract;
- (ii) Form, fit, and function data delivered under this contract;
- (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
- (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
- (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
- (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
- (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to

the extent provided in paragraph (g) of this clause.

(c) Copyright--

(1) Data first produced in the performance of this contract. (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor--

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract)

or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except--

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings. (1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission

to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor--

- (i) Identifies the data to which the omitted notice is to be applied;
- (ii) Demonstrates that the omission of the notice was inadvertent;
- (iii) Establishes that the proposed notice is authorized; and
- (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may--

- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
- (ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.
(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall--

- (i) Identify the data being withheld; and
- (ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of limited rights data, or the Contracting Officer may require by written request the delivery of limited rights data that has been withheld or would otherwise be entitled to be withheld. If delivery of that data is required, the Contractor shall affix the following "Limited Rights Notice" to the data and the Government will treat the data, subject to the

provisions of paragraphs (e) and (f) of this clause, in accordance with the notice:

Limited Rights Notice (Dec 2007)

(a) These data are submitted with limited rights under Government Contract No. _____ (and subcontract _____, if appropriate). These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the Contractor, be used for purposes of manufacture nor disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any; provided that the Government makes such disclosure subject to prohibition against further use and disclosure: *[Agencies may list additional purposes as set forth in 27.404(c)(1) or if none, so state.]*

(b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

(4) (i) Notwithstanding paragraph (g)(1) of this clause, the contract may identify and specify the delivery of restricted computer software, or the Contracting Officer may require by written request the delivery of restricted computer software that has been withheld or would otherwise be entitled to be withheld. If delivery of that computer software is required, the Contractor shall affix the following "Restricted Rights Notice" to the computer software and the Government will treat the computer software, subject to paragraphs (e) and (f) of this clause, in accordance with the notice:

Restricted Rights Notice (Dec 2007)

(a) This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.

(b) This computer software may be—

(1) Used or copied for use in or with the computer(s) for which it was acquired, including use at any Government installation to which such computer(s) may be transferred;

(2) Used or copied for use in a backup computer if any computer for which it was acquired is inoperative;

(3) Reproduced for safekeeping (archives) or backup purposes;

(4) Modified, adapted, or combined with other computer software, *provided* that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restricted rights;

(5) Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (b)(1) through (4) of this notice; and

(6) Used or copied for use in or transferred to a replacement computer.

(c) Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (b) of this notice.

(d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.

(e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

(End of clause)

I.54 FAR 52.227-17 Rights in Data--Special Works. (DEC 2007)

- I.55 FAR 52.228-7 Insurance - Liability to Third Persons (MAR 1996)
- I.56 FAR 52.232-9 Limitation on Withholding of Payments (APR 1984)
- I.57 FAR 52.232-17 Interest (OCT 2008)
- I.58 FAR 52.232-18 Availability of Funds (APR 1984)
- I.59 FAR 52.232-22 Limitation of Funds (APR 1984)
- I.60 FAR 52.232-23 Assignment of Claims (JAN 1986)
- I.61 FAR 52.232-25 Prompt payment (OCT 2008)
- I.62 FAR 52.232-25 Prompt payment (OCT 2008) -- Alternate I (FEB 2002)
- I.63 FAR 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
- I.64 FAR 52.233-1 Disputes (JUL 2002)
- I.65 FAR 52.233-1 Disputes (JUL 2002) - Alternate I (DEC 1991)
- I.66 FAR 52.233-3 Protest after Award (AUG 1996)
- I.67 FAR 52.233-3 Protest after Award (AUG 1996) - Alternate I (JUN 1985)
- I.68 FAR 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- I.69 FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- I.70 FAR 52.237-3 Continuity of Services (JAN 1991)
- I.71 FAR 52.242-1 Notice of Intent to Disallow Costs. (APR 1984)
- I.72 FAR 52.242-3 Penalties for Unallowable Costs (MAY 2001)
- I.73 FAR 52.242-4 Certification of Final Indirect Costs (JAN 1997)
- I.74 FAR 52.242-13 Bankruptcy (JUL 1995)
- I.75 FAR 52.243-2 Changes - Cost-Reimbursement (AUG 1987) - Alternate I (APR 1984)

I.76 FAR 52.243-7 Notification of Changes (APR 1984)

(a) *Definitions.* "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within [] (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state -

(1) The date, nature, and circumstances of the conduct regarded as a change;

(2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;

(3) The identification of any documents and the substance of any oral communication involved in such conduct;

(4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

(5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including -

(i) What contract line items have been or may be affected by the alleged change;

(ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

(iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;

(iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and

(6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within [] (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either -

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date

thereafter by which the Government will respond.

(e) *Equitable adjustments.* (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made -

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

I.77 FAR 52.244-2 Subcontracts (JUN 2007)

(a) *Definitions.* As used in this clause -

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: []

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not

required under paragraph (b), (c) or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: []

(End of clause)

I.78 FAR 52.244-2 Subcontracts (JUN 2007) - Alternate I (JUN 2007)

(a) *Definitions.* As used in this clause -

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of

the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: []

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost

or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the

simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: []

(End of clause)

I.79 FAR 52.244-5 Competition in Subcontracting (DEC 1996)

I.80 FAR 52.244-6 Subcontracts for Commercial Items (DEC 2008)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) FAR 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) FAR 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include FAR 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) FAR 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) FAR 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a)).

(v) FAR 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(vi) FAR 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause FAR 52.222-39).

(vii) FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause FAR 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

- I.81 FAR 52.245-1 Government Property (JUN 2007)**
- I.82 Reserved (M007)**
- I.83 FAR 52.246-25 Limitation of Liability - Services (FEB 1997)**
- I.84 FAR 52.248-1 Value Engineering (FEB 2000)**
- I.85 FAR 52.249-6 Termination (Cost-Reimbursement) (MAY 2004)**
- I.86 FAR 52.249-14 Excusable Delays (APR 1984)**
- I.87 FAR 52.251-1 Government Supply Sources (APR 1984)**
- I.88 FAR 52.251-2 Interagency Fleet Management System Vehicles and Related Services (JAN 1991)**
- I.89 FAR 52.253-1 Computer Generated Forms (JAN 1991)**
- I.90 DEAR 952.202-1 Definitions**
- I.91 DEAR 952.203-70 Whistleblower Protection for Contractor Employees (DEC 2000)**
- I.92 DEAR 952.204-2 Security (MAY 2002)**
- I.93 DEAR 952.204-72 Disclosure of information (APR 1994)**
- I.94 DEAR 952.204-75 Public Affairs (DEC 2000)**
- I.95 DEAR 952.208-70 Printing (APR 1984)**
- I.96 DEAR 952.217-70 Acquisition of Real Property (APR 1984)**
- I.97 DEAR 952.223-71 Integration of Environment, Safety, and Health into Work Planning and Execution**
- I.98 DEAR 952.223-72 Radiation Protection and Nuclear Criticality (APR 1983)**
- I.99 DEAR 952.223-75 Preservation of Individual Occupational Radiation Exposure Records (APR 1984)**

I.100 DEAR 952.223-76 Conditional Payment of Fee or Profit--Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health (JAN 2004)

(a) General. (1) The payment of fee or profit (i.e., award fee, fixed fee, and incentive fee or profit) under this contract is dependent upon the contractor's compliance with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information (i.e., Formerly Restricted Data and National Security Information) and relating to the protection of worker safety and health, including compliance with applicable law, regulation, and DOE directives. The term "contractor" as used in this clause to address failure to comply shall mean "contractor or contractor employee."

(2) In addition to other remedies available to the Federal Government, if the contractor fails to comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information or relating to the protection of worker safety and health, the contracting officer may unilaterally reduce the amount of fee or profit that is otherwise payable to the contractor in accordance with the terms and conditions of this clause.

(3) Any reduction in the amount of fee or profit earned by the contractor will be determined by the severity of the contractor's failure to comply with contract terms and conditions relating to the safeguarding of Restricted data or other classified information or relating to worker safety and health pursuant to the degrees specified in paragraphs (c) and (d) of this clause.

(b) Reduction Amount. (1) If in any period (see 48 CFR 952.223-76 (b)(2)) it is found that the contractor has failed to comply with contract terms and conditions relating to the safeguarding of Restricted Data or other classified information or relating to the protection of worker safety and health, the contractor's fee or profit of the period may be reduced. Such reduction shall not be less than 26 percent nor greater than 100 percent of the total fee or profit earned for a first degree performance failure, not less than 11 percent nor greater than 25 percent for a second degree performance failure, and up to 10 percent for a third degree performance failure. The contracting officer must consider mitigating factors that may warrant a reduction below the specified range (see 48 CFR 904.402(c) and 48 CFR 923.7001(b)). The mitigating factors include, but are not limited to, the following ((v), (vi), (vii), and (viii) apply to WS&H only):

(i) Degree of control the contractor had over the event or incident.

(ii) Efforts the contractor had made to anticipate and mitigate the possibility of the event in advance.

(iii) Contractor self-identification and response to the event to mitigate impacts and recurrence.

(iv) General status (trend and absolute performance) of: Safeguarding Restricted Data and other classified information and compliance in related security areas; or of protecting WS&H and compliance in related areas.

(v) Contractor demonstration to the Contracting Officer's satisfaction that the principles of industrial WS&H standards are routinely practiced (e.g., Voluntary Protection Program Star Status).

(vi) Event caused by "Good Samaritan" act by the contractor (e.g., offsite emergency response).

(vii) Contractor demonstration that a performance measurement system is routinely used to improve and maintain WS&H performance (including effective resource allocation) and to support DOE corporate decision-making (e.g., policy, WS&H programs).

(viii) Contractor demonstration that an Operating Experience and Feedback Program is functioning that demonstrably affects continuous improvement in WS&H by use of lessons-learned and best practices inter- and intra-DOE sites.

(2)(i) Except in the case of performance-based, firm-fixed-price contracts (see paragraph (b)(3) of this clause), the contracting officer, for purposes of this clause, will at the time of contract award, or as soon as practicable thereafter, allocate the total amount of fee or profit that is available under this contract to equal periods of *[insert 6 or 12]* months to run sequentially for the entire term of the contract (i.e., from the effective date of the contract to the expiration date of the contract, including all options). The amount of fee or profit to be allocated to each period shall be equal to the average monthly fee or profit that is available or otherwise payable during the entire term of the contract, multiplied by the number of months established above for each period.

(ii) Under this clause, the total amount of fee or profit that is subject to reduction in a period in which a performance

failure occurs, in combination with any reduction made under any other clause in the contract that provides for a reduction to the fee or profit, shall not exceed the amount of fee or profit that is earned by the contractor in the period established pursuant to paragraph (b)(2)(i) of this clause.

(3) For performance-based firm-fixed-price contracts, the contracting officer will at the time of contract award include negative monetary incentives in the contract for contractor violations relating to the safeguarding of Restricted Data and other classified information and relating to protection of worker safety and health.

(c) Safeguarding Restricted Data and Other Classified Information. Performance failures occur if the contractor does not comply with the terms and conditions of this contract relating to the safeguarding of Restricted Data and other classified information. The degrees of performance failures relating to the contractor's obligations under this contract for safeguarding of Restricted Data and other classified information are as follows:

(1) First Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have resulted in, or that can reasonably be expected to result in, exceptionally grave damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered first degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating a risk of, loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other information classified as Top Secret, any classification level of information in a Special Access Program (SAP), information identified as sensitive compartmented information (SCI), or high risk nuclear weapons-related data.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data, or other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or

other information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Top Secret Restricted Data or other classified information classified as Top Secret, any classification level of information in a SAP, information identified as SCI, or high risk nuclear weapons-related data.

(2) Second Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, serious damage to the national security. The following are examples of performance failures or performance failures of similar import that will be considered second degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(ii) Contractor actions that result in a breakdown of the safeguards and security management system that can reasonably be expected to result in the loss, compromise, or unauthorized disclosure of Secret Restricted Data, or other information classified as Secret.

(iii) Failure to promptly report the loss, compromise, or unauthorized disclosure of Restricted Data or other classified information regardless of classification (except for information covered by paragraph (c)(1)(iii) of this clause).

(iv) Failure to timely implement corrective actions stemming from the loss, compromise, or unauthorized disclosure of Secret Restricted Data or other information classified as Secret.

(3) Third Degree: Performance failures that have been determined, in accordance with applicable law, regulation, or DOE directive, to have actually resulted in, or that can reasonably be expected to result in, undue risk to the common defense and security. In addition, this category includes performance failures that result from a lack of contractor management and/or employee attention to the proper safeguarding of Restricted Data and other classified

information. These performance failures may be indicators of future, more severe performance failures and/or conditions, and if identified and corrected early would prevent serious incidents. The following are examples of performance failures or performance failures of similar import will be considered third degree:

(i) Non-compliance with applicable laws, regulations, and DOE directives actually resulting in, or creating risk of, loss, compromise, or unauthorized disclosure of Restricted Data or other information classified as Confidential.

(ii) Failure to promptly report alleged or suspected violations of laws, regulations, or directives pertaining to the safeguarding of Restricted Data or other classified information.

(iii) Failure to identify or timely execute corrective actions to mitigate or eliminate identified vulnerabilities and reduce residual risk relating to the protection of Restricted Data or other classified information in accordance with the contractor's Safeguards and Security Plan or other security plan, as applicable.

(iv) Contractor actions that result in performance failures which unto themselves pose minor risk, but when viewed in the aggregate indicate degradation in the integrity of the contractor's safeguards and security management system relating to the protection of Restricted Data and other classified information.

(d) Protection of Worker Safety and Health. Performance failures occur if the contractor does not comply with the contract's WS&H terms and conditions, which may be included in the DOE approved contractor Integrated Safety Management System (ISMS). The degrees of performance failure under which reductions of fee or profit will be determined are:

(1) First Degree: Performance failures that are most adverse to WS&H or could threaten the successful completion of a program or project. For contracts including ISMS requirements, failure to develop and obtain required DOE approval of WS&H aspects of an ISMS is considered first degree. The Government will perform necessary review of the ISMS in a timely manner and will not unreasonably withhold approval of the WS&H aspects of the contractor's ISMS. The following performance failures or performance failures of similar import will be deemed first degree:

(i) Type A accident (defined in DOE Order 225.1A).

(ii) Two Second Degree performance failures during an evaluation period.

(2) Second Degree: Performance failures that are significantly adverse to WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in an actual injury, exposure, or exceedence that occurred or nearly occurred but had minor practical long-term health consequences. The following performance failures or performance failures of similar import will be considered second degree:

(i) Type B accident (defined in DOE Order 225.1A).

(ii) Non-compliance with approved WS&H aspects of an ISMS that results in a near miss of a Type A or B accident. A near miss is a situation in which an inappropriate action occurs, or a necessary action is omitted, but does not result in an adverse effect.

(iii) Failure to mitigate or notify DOE of an imminent danger situation after discovery, where such notification is a requirement of the contract.

(3) Third Degree: Performance failures that reflect a lack of focus on improving WS&H. They include failures to comply with approved WS&H aspects of an ISMS that result in potential breakdown of the contractor's WS&H system. The following performance failures or performance failures of similar import will be considered third degree:

(i) Failure to implement effective corrective actions to address deficiencies/non-compliance documented through external (e.g., Federal) oversight and/or reported per DOE Order 232.1A requirements, or internal oversight of DOE O 440.1A requirements.

(ii) Multiple similar non-compliances identified by external (e.g., Federal) oversight that in aggregate indicate a significant WS&H system breakdown.

(iii) Non-compliances that either have, or may have, significant negative impacts to workers that indicate a significant WS&H system breakdown.

(iv) Failure to notify DOE upon discovery of events or conditions where notification is required by the terms and conditions of the contract.

(End of Clause)

- I.101 DEAR 952.224-70 Paperwork Reduction Act (APR 1984)**
- I.123 DEAR 952.226-74 Displaced Employee Hiring Preference (JUN 1997)**
- I.103 DEAR 952.227-9 Refund of Royalties (FEB 1995)**
- I.104 Reserved (M008)**
- I.105 DEAR 952.247-70 Foreign Travel (DEC 2000)**
- I.106 DEAR 952.250-70 Nuclear Hazards Indemnity Agreement (JUN 1996)**
- I.107 DEAR 952.251-70 Contractor Employee Travel Discounts (DEC 2000)**
- I.108 DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000)**
- I.109 DEAR 970.5204-3 Access to and Ownership of Records (JULY 2005)**
- I.110 DEAR 970.5223-4 Workplace Substance Abuse Programs At Doe Sites (DEC 2000)**
- I.111 DEAR 970.5226-3 Community Commitment (DEC 2000)**
- I.112 DEAR 970.5227-4 Authorization and Consent (AUG 2002)**
- I.113 DEAR 970.5227-5 Notice and Assistance Regarding Patent and Copyright Infringement (AUG 2002)**
- I.114 DEAR 970.5227-6 Patent Indemnity - Subcontracts (DEC 2000)**
- I.115 DEAR 970.5231-4 Preexisting Conditions (DEC 2000)**
- I.116 DEAR 970.5227-1 Rights In Data-Facilities (DEC 2000)**
- I.117 FAR 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Mar 2009) (A0001)**
- I.118 52.204-11 American Recovery and Reinvestment Act—Reporting Requirements. (JUL 2010) (A001) (M012)**

American Recovery and Reinvestment Act—
Reporting Requirements (Jul 2010)

(a) *Definitions.* For definitions related to this clause (e.g., contract, first-tier subcontract, total compensation etc.) see the Frequently Asked Questions (FAQs) available at http://www.whitehouse.gov/omb/recovery_faqs_contractors. These FAQs are also linked under <http://www.FederalReporting.gov>.

(b) This contract requires the contractor to provide products and/or services that are funded under the American Recovery and Reinvestment Act of 2009 (Recovery Act). Section 1512(c) of the Recovery Act requires each contractor to report on its use of Recovery Act funds under this contract. These reports will be made available to the public.

(c) Reports from the Contractor for all work funded, in whole or in part, by the Recovery Act, are due no later than the 10th day following the end of each calendar quarter. The Contractor shall review the Frequently Asked Questions (FAQs) for Federal Contractors before each reporting cycle and prior to submitting each quarterly report as the FAQs may be updated from time-to-time. The first report is due no later than the 10th day after the end of the calendar quarter in which the Contractor received the award. Thereafter, reports shall be submitted no later than the 10th day after the end of each calendar quarter. For information on when the Contractor shall submit its final report, see http://www.whitehouse.gov/omb/recovery_faqs_contractors.

(d) The Contractor shall report the following information, using the online reporting tool available at www.FederalReporting.gov.

- (1) The Government contract and order number, as applicable.

(2) The amount of Recovery Act funds invoiced by the contractor for the reporting period. A cumulative amount from all the reports submitted for this action will be maintained by the government's on-line reporting tool.

(3) A list of all significant services performed or supplies delivered, including construction, for which the contractor invoiced in this calendar quarter.

(4) Program or project title, if any.

(5) A description of the overall purpose and expected outcomes or results of the contract, including significant deliverables and, if appropriate, associated units of measure.

(6) An assessment of the contractor's progress towards the completion of the overall purpose and expected outcomes or results of the contract (*i.e.*, not started, less than 50 percent completed, completed 50 percent or more, or fully completed). This covers the contract (or portion thereof) funded by the Recovery Act.

(7) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the Contractor's and first-tier subcontractors' workforce for all first-tier subcontracts valued at \$25,000 or more. At a minimum, the Contractor shall provide—

(i) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the Contractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(ii) An estimate of the number of jobs created and jobs retained by the prime

Contractor and all first-tier subcontracts valued at \$25,000 or more, in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at http://www.whitehouse.gov/omb/recovery_faqs_contractors.

(8) Names and total compensation of each of the five most highly compensated officers of the Contractor for the calendar year in which the contract is awarded if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(9) For subcontracts valued at less than \$25,000 or any subcontracts awarded to an individual, or subcontracts awarded to a subcontractor that in the previous tax year had gross income under \$300,000, the Contractor shall only report the aggregate number of such first tier subcontracts awarded in the

quarter and their aggregate total dollar amount.

(10) For any first-tier subcontract funded in whole or in part under the Recovery Act, that is valued at \$25,000 or more and not subject to reporting under paragraph 9, the Contractor shall require the subcontractor to provide the information described in paragraphs (d)(10)(i), (ix), (x), (xi), and (xii) of this section to the Contractor for the purposes of the quarterly report. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 1512 of the Recovery Act. The Contractor shall provide detailed information on these first-tier subcontracts as follows:

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) The applicable North American Industry Classification System (NAICS) code.

(vi) Funding agency.

(vii) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(viii) Subcontract number (the contract number assigned by the prime contractor).

(ix) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(x) Subcontract primary performance location

including street address, city, state, and country. Also include the nine-digit zip code and congressional district if applicable.

(xi) Names and total compensation of each of the subcontractor's five most highly compensated officers, for the calendar year in which the subcontract is awarded if—

(A) In the subcontractor's preceding fiscal year, the subcontractor received—

(1) 80 percent or more of its annual gross revenues in Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(2) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and

(B) The public does not have access to information about the compensation of the senior executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

(xii) A narrative description of the employment impact of work funded by the Recovery Act. This narrative should be cumulative for each calendar quarter and address the impact on the subcontractor's workforce. At a minimum, the subcontractor shall provide—

(A) A brief description of the types of jobs created and jobs retained in the United States and outlying areas (see definition in FAR 2.101). This description may rely on job titles, broader labor categories, or the subcontractor's existing practice for describing jobs as long as the terms used are widely understood and describe the general nature of the work; and

(B) An estimate of the number of jobs created and jobs retained by the subcontractor in the United States and outlying areas. A job cannot be reported as both created and retained. See an example of how to calculate the number of jobs at http://www.whitehouse.gov/omb/recovery_faqs_contractors.

**PART III - LIST OF DOCUMENTS, EXHIBITS,
AND OTHER ATTACHMENTS**

SECTION J

LIST OF ATTACHMENTS

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

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

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

List B: Applicable DOE Directives

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

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

Order Number/Changes	Title
DOE O 130.1 CRD	Budget Formulation Process
DOE M 140.1-1B CRD	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.3A (Modification 027)	Unclassified Foreign Visits and Assignments
	Comprehensive Emergency Management System
	Attachment 2, CRD
	. Item 2
	. Item 5
	. Item 6
	. Item 7
	. Item 9
	. Item 10
	. Item 11
	. Item 13
	. Item 14
DOE O 151.1C CRD	. Item 15
DOE O 200.1A CRD	Information Technology Management (M014)

Order Number/Changes	Title
DOE O 205.1A CRD	Department of Energy Cyber Security Management
DOE O 210.2 CRD	DOE Operating Experience Program
DOE O 221.1A CRD	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A CRD	Cooperation with the Office of Inspector General
DOE O 225.1A CRD	Accident Investigations
DOE O 226.1A CRD	Implementation of DOE Oversight Policy
DOE M 231.1-1A, Change 2, CRD	Environmental, Safety and Health Reporting Manual
DOE M 231.1-2, Rev 1, CRD	Environment, Safety and Health Reporting (M014)
DOE O 232.1A	Occurrence Reporting and Processing of Operations Information (M014)
DOE O 241.1A, Change 1, CRD	Scientific and Technical Information Management
DOE O 350.1, Change 3 (Modification 027)	Contractor Human Resources Management Programs
DOE O 413.1B CRD	Internal Control Program
DOE O 414.1C, CRD	Quality Assurance
DOE O 435.1, Change 1, CRD	Radioactive Waste Management
DOE O 442.1A, CRD	Department of Energy Employee Concerns Program
DOE M 442.1-1 CRD	Differing Professional Opinions Manual for Technical Issues Involving Environment, Safety and Health
DOE P 450.7	Environmental Safety and Health (ESH) Goals
DOE M 450.4-1, CRD	Integrated Safety Management System Manual
DOE P 450.4	Safety Management System Policy
DOE O 460.1B CRD	Packaging and Transportation Safety
DOE O 471.3 CRD	Identifying and Protecting Official Use Only Information
DOE M 471.3-1 CRD	Manual for Identifying and Protecting Official Use Only Information
DOE M 470.4-6 Change 1, CRD (Modification 027)	Nuclear Material Control and Accountability
DOE O 475.1 CRD	Counter Intelligence Program
DOE O 422.1 (Modification 027)	Conduct of Operations
DOE O 5480.20 A, Change 1	Personnel Selection, Qualification, and Training Requirements for DOE Nuclear Facilities
	· Preamble, Section 8.a
	· Attachment 1, Contractor Requirements Document
	· Chapter I, Section 2
	· Chapter I, Section 3
	· Chapter I, Section 4.a
	· Chapter I, Section 4.b
	· Chapter I, Section 5
	· Chapter I, Section 7 Introduction, Sentence 1 and 2
	· Chapter I, Section 7
· Chapter I, Section 8	

Order Number/Changes	Title
	· Chapter I, Section 9
	· Chapter I, Section 10
	· Chapter I, Section 11.a
	· Chapter I, Section 12
	· Chapter I, Section 13
	· Chapter I, Section 15
	· Chapter IV, Section 2
	· Chapter IV, Section 4.a (where lab techs are equated to operators)
	· Chapter IV, Section 4.c
DOE/RL-94-02, Rev. 4 (Modification 027)	Hanford Emergency Management Plan
	· Section 11.1
	· Section 11.1.3
	· Section 12.0
ORP M 420.1-1, CRD	ORP Fire Protection Program
DOE N 206.5	Personal Identity - Security Breaches
DOE M 470.4-4, Change 1, CRD	Information Security
ORP M 410.2C	Facility Representative Program
DOE/RL 96-98	HASQARD, Revision 3
DOE O 110.3A CRD	Conference Management
ORP M 441.1-1	Nuclear Material Packaging Manual
DOE O 150.1 CRD	Continuity Programs
DOE N 206.4	Personal Identity Verification
DOE O 243.1 CRD	Records Management Program
DOE O 243.2 CRD	Vital Records
DOE O 450.1A CRD	Environmental Protection Program
DOE O 474.1A	Control and Accountability of Nuclear Materials (M014)
DOE 0223-RL	Emergency Implementing Procedures (Modification 027)

ATTACHMENT 2: 222-S LABORATORY DOCUMENTED SAFETY ANALYSIS

In accordance with Section C.2.3.4 requirements, the following documents are incorporated:

[DSA HNF-12125.pdf](#)

[TSR HNF-14733.pdf](#)

ATTACHMENT 3 APPLICATIONS, PERMITS, AND NOTICES OF CONSTRUCTION

The following is a list of applications, permits, and Notices of Construction (NOCs) the lab currently complies with:

Liquid Effluents:

- SWDP ST4511, Site-wide Hydrotest, Maintenance, and Construction Discharges, Site-wide Cooling Water and Condensate Discharges and Site-wide Industrial Stormwater Discharges to Engineered Land Disposal Structures
- HNF-SD-W049H-ICD-001, 200 Area Treated Effluent Disposal Facility Interface Control Document

Air Emissions:

- Hanford Site Air Operating Permit, 00-05-006
- NOC, State of Washington Department of Ecology, Letter, July 13, 1992, Approval of the Notice of Construction for the Environmental Hot Cell Expansion
- NOC, State of Washington Department of Health, AIR 08-904, September 8, 2008, *License to Operate the 222-S Laboratory*

Waste Treatment, Storage, Disposal:

The 222-S Laboratory Complex is an interim status Treatment, Storage, and Disposal Facility and does not have a RCRA Permit. An application (DOE/RL-91-27) for a RCRA, Part B, Final Status Treatment, Storage, and Disposal Facility Permit has been submitted to the State of Washington Department of Ecology. Chapter I of the permit application contains the Part A, Form 3, Revision 9, Dangerous Waste Permit Application, which must be complied with.

Waste Analysis Plan

A draft Waste Analysis Plan for the Low-Level Burial Grounds is currently being discussed with the Washington State Department of Ecology

ATTACHMENT 4: WASHINGTON DEPARTMENT OF LABOR WAGE DETERMINATION

WD 05-2569 (Rev.-8) was first posted on www.wdol.gov on 10/28/2008

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS
ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2569

Shirley F. Ebbesen | Division of | Revision No.: 8
Director | Wage Determinations | Date Of Revision: 10/17/2008

—
States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union,
Wallowa, Wheeler
Washington Counties of Benton, Franklin, Walla Walla, Yakima

—
Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	12.94
01012 - Accounting Clerk II	14.53
01013 - Accounting Clerk III	16.65
01020 - Administrative Assistant	22.41
01040 - Court Reporter	17.11
01051 - Data Entry Operator I	13.08
01052 - Data Entry Operator II	14.24
01060 - Dispatcher, Motor Vehicle	17.11
01070 - Document Preparation Clerk	12.94
01090 - Duplicating Machine Operator	12.94
01111 - General Clerk I	12.16
01112 - General Clerk II	13.26
01113 - General Clerk III	14.89

01120 - Housing Referral Assistant	19.50
01141 - Messenger Courier	10.59
01191 - Order Clerk I	12.21
01192 - Order Clerk II	13.32
01261 - Personnel Assistant (Employment) I	16.33
01262 - Personnel Assistant (Employment) II	18.27
01263 - Personnel Assistant (Employment) III	20.37
01270 - Production Control Clerk	23.67
01280 - Receptionist	12.73
01290 - Rental Clerk	14.91
01300 - Scheduler, Maintenance	15.50
01311 - Secretary I	15.49
01312 - Secretary II	17.33
01313 - Secretary III	19.50
01320 - Service Order Dispatcher	17.18
01410 - Supply Technician	22.41
01420 - Survey Worker	16.71
01531 - Travel Clerk I	13.20
01532 - Travel Clerk II	14.20
01533 - Travel Clerk III	15.22
01611 - Word Processor I	13.63
01612 - Word Processor II	15.30
01613 - Word Processor III	17.11
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	18.82
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	19.80
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	19.80
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.81
05280 - Motor Vehicle Wrecker	17.82
05310 - Painter, Automotive	18.82
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	19.80
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	9.89
07130 - Food Service Worker	10.88
07210 - Meat Cutter	17.40

07260 - Waiter/Waitress	11.12
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.67
09040 - Furniture Handler	12.30
09080 - Furniture Refinisher	18.67
09090 - Furniture Refinisher Helper	14.70
09110 - Furniture Repairer, Minor	16.67
09130 - Upholsterer	18.67
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.39
11060 - Elevator Operator	10.88
11090 - Gardener	15.35
11122 - Housekeeping Aide	11.08
11150 - Janitor	13.65
11210 - Laborer, Grounds Maintenance	12.13
11240 - Maid or Houseman	9.55
11260 - Pruner	11.97
11270 - Tractor Operator	14.51
11330 - Trail Maintenance Worker	12.13
11360 - Window Cleaner	15.23
12000 - Health Occupations	
12010 - Ambulance Driver	16.20
12011 - Breath Alcohol Technician	16.20
12012 - Certified Occupational Therapist Assistant	22.22
12015 - Certified Physical Therapist Assistant	22.22
12020 - Dental Assistant	16.53
12025 - Dental Hygienist	39.03
12030 - EKG Technician	24.54
12035 - Electroneurodiagnostic Technologist	24.54
12040 - Emergency Medical Technician	15.50
12071 - Licensed Practical Nurse I	14.48
12072 - Licensed Practical Nurse II	16.20
12073 - Licensed Practical Nurse III	18.06
12100 - Medical Assistant	13.25
12130 - Medical Laboratory Technician	16.01
12160 - Medical Record Clerk	13.72
12190 - Medical Record Technician	15.35
12195 - Medical Transcriptionist	15.52
12210 - Nuclear Medicine Technologist	36.58
12221 - Nursing Assistant I	9.55
12222 - Nursing Assistant II	10.74
12223 - Nursing Assistant III	11.72
12224 - Nursing Assistant IV	13.16
12235 - Optical Dispenser	17.02
12236 - Optical Technician	14.79
12250 - Pharmacy Technician	15.57

12280 - Phlebotomist	13.16
12305 - Radiologic Technologist	24.15
12311 - Registered Nurse I	27.47
12312 - Registered Nurse II	33.60
12313 - Registered Nurse II, Specialist	33.60
12314 - Registered Nurse III	40.65
12315 - Registered Nurse III, Anesthetist	40.65
12316 - Registered Nurse IV	48.73
12317 - Scheduler (Drug and Alcohol Testing)	20.06
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.97
13012 - Exhibits Specialist II	23.59
13013 - Exhibits Specialist III	28.75
13041 - Illustrator I	18.97
13042 - Illustrator II	23.59
13043 - Illustrator III	28.75
13047 - Librarian	26.03
13050 - Library Aide/Clerk	13.05
13054 - Library Information Technology Systems Administrator	23.59
13058 - Library Technician	18.10
13061 - Media Specialist I	16.20
13062 - Media Specialist II	18.12
13063 - Media Specialist III	20.21
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13110 - Video Teleconference Technician	16.96
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.07
14042 - Computer Operator II	17.98
14043 - Computer Operator III	20.58
14044 - Computer Operator IV	23.79
14045 - Computer Operator V	25.52
14071 - Computer Programmer I (1)	20.77
14072 - Computer Programmer II (1)	25.32
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	16.07
14160 - Personal Computer Support Technician	23.79
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.77

15020 - Aircrew Training Devices Instructor (Rated)	33.60
15030 - Air Crew Training Devices Instructor (Pilot)	40.28
15050 - Computer Based Training Specialist / Instructor	27.77
15060 - Educational Technologist	30.72
15070 - Flight Instructor (Pilot)	40.28
15080 - Graphic Artist	19.54
15090 - Technical Instructor	25.85
15095 - Technical Instructor/Course Developer	28.07
15110 - Test Proctor	18.54
15120 - Tutor	18.54
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.71
16030 - Counter Attendant	9.71
16040 - Dry Cleaner	12.25
16070 - Finisher, Flatwork, Machine	9.71
16090 - Presser, Hand	9.71
16110 - Presser, Machine, Drycleaning	9.71
16130 - Presser, Machine, Shirts	9.71
16160 - Presser, Machine, Wearing Apparel, Laundry	9.71
16190 - Sewing Machine Operator	13.11
16220 - Tailor	13.96
16250 - Washer, Machine	10.55
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.95
19040 - Tool And Die Maker	29.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.59
21030 - Material Coordinator	24.39
21040 - Material Expediter	24.39
21050 - Material Handling Laborer	12.90
21071 - Order Filler	12.83
21080 - Production Line Worker (Food Processing)	12.59
21110 - Shipping Packer	12.73
21130 - Shipping/Receiving Clerk	12.73
21140 - Store Worker I	10.45
21150 - Stock Clerk	14.89
21210 - Tools And Parts Attendant	12.59
21410 - Warehouse Specialist	12.76
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	24.34
23021 - Aircraft Mechanic I	23.12
23022 - Aircraft Mechanic II	24.49
23023 - Aircraft Mechanic III	25.80
23040 - Aircraft Mechanic Helper	17.34
23050 - Aircraft, Painter	21.81
23060 - Aircraft Servicer	19.68

23080 - Aircraft Worker	20.86
23110 - Appliance Mechanic	21.30
23120 - Bicycle Repairer	14.44
23125 - Cable Splicer	30.13
23130 - Carpenter, Maintenance	20.81
23140 - Carpet Layer	18.52
23160 - Electrician, Maintenance	27.72
23181 - Electronics Technician Maintenance I	21.67
23182 - Electronics Technician Maintenance II	23.21
23183 - Electronics Technician Maintenance III	24.75
23260 - Fabric Worker	20.20
23290 - Fire Alarm System Mechanic	24.83
23310 - Fire Extinguisher Repairer	18.63
23311 - Fuel Distribution System Mechanic	25.43
23312 - Fuel Distribution System Operator	19.09
23370 - General Maintenance Worker	17.39
23380 - Ground Support Equipment Mechanic	23.12
23381 - Ground Support Equipment Servicer	19.68
23382 - Ground Support Equipment Worker	20.86
23391 - Gunsmith I	18.63
23392 - Gunsmith II	21.74
23393 - Gunsmith III	24.83
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.61
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.64
23430 - Heavy Equipment Mechanic	22.29
23440 - Heavy Equipment Operator	23.61
23460 - Instrument Mechanic	25.43
23465 - Laboratory/Shelter Mechanic	23.29
23470 - Laborer	11.16
23510 - Locksmith	17.78
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	21.72
23580 - Maintenance Trades Helper	14.00
23591 - Metrology Technician I	25.43
23592 - Metrology Technician II	26.77
23593 - Metrology Technician III	28.20
23640 - Millwright	24.83
23710 - Office Appliance Repairer	20.29
23760 - Painter, Maintenance	17.78
23790 - Pipefitter, Maintenance	27.83
23810 - Plumber, Maintenance	26.45
23820 - Pneudraulic Systems Mechanic	24.83
23850 - Rigger	24.83
23870 - Scale Mechanic	21.74
23890 - Sheet-Metal Worker, Maintenance	24.48

23910 - Small Engine Mechanic	17.81
23931 - Telecommunications Mechanic I	24.95
23932 - Telecommunications Mechanic II	26.26
23950 - Telephone Lineman	21.76
23960 - Welder, Combination, Maintenance	19.23
23965 - Well Driller	24.83
23970 - Woodcraft Worker	24.83
23980 - Woodworker	18.63
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.13
24580 - Child Care Center Clerk	12.40
24610 - Chore Aide	10.51
24620 - Family Readiness And Support Services Coordinator	11.28
24630 - Homemaker	13.13
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.83
25040 - Sewage Plant Operator	23.29
25070 - Stationary Engineer	24.83
25190 - Ventilation Equipment Tender	18.71
25210 - Water Treatment Plant Operator	23.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	19.13
27007 - Baggage Inspector	15.95
27008 - Corrections Officer	23.96
27010 - Court Security Officer	25.24
27030 - Detection Dog Handler	20.01
27040 - Detention Officer	23.96
27070 - Firefighter	23.00
27101 - Guard I	15.95
27102 - Guard II	20.01
27131 - Police Officer I	27.47
27132 - Police Officer II	30.52
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	14.22
28042 - Carnival Equipment Repairer	15.19
28043 - Carnival Equipment Worker	10.65
28210 - Gate Attendant/Gate Tender	12.74
28310 - Lifeguard	10.82
28350 - Park Attendant (Aide)	14.24
28510 - Recreation Aide/Health Facility Attendant	10.32
28515 - Recreation Specialist	17.52
28630 - Sports Official	11.34
28690 - Swimming Pool Operator	20.45
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	22.98
29020 - Hatch Tender	22.98

29030 - Line Handler	22.98
29041 - Stevedore I	21.34
29042 - Stevedore II	24.61
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	33.96
30011 - Air Traffic Control Specialist, Station (HFO) (2)	23.42
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.79
30021 - Archeological Technician I	16.13
30022 - Archeological Technician II	17.66
30023 - Archeological Technician III	21.88
30030 - Cartographic Technician	23.16
30040 - Civil Engineering Technician	22.53
30061 - Drafter/CAD Operator I	14.59
30062 - Drafter/CAD Operator II	16.75
30063 - Drafter/CAD Operator III	18.68
30064 - Drafter/CAD Operator IV	22.40
30081 - Engineering Technician I	14.86
30082 - Engineering Technician II	16.68
30083 - Engineering Technician III	18.66
30084 - Engineering Technician IV	23.12
30085 - Engineering Technician V	28.28
30086 - Engineering Technician VI	35.66
30090 - Environmental Technician	20.31
30210 - Laboratory Technician	21.73
30240 - Mathematical Technician	20.22
30361 - Paralegal/Legal Assistant I	16.69
30362 - Paralegal/Legal Assistant II	19.89
30363 - Paralegal/Legal Assistant III	22.99
30364 - Paralegal/Legal Assistant IV	27.82
30390 - Photo-Optics Technician	20.22
30461 - Technical Writer I	18.56
30462 - Technical Writer II	22.70
30463 - Technical Writer III	27.47
30491 - Unexploded Ordnance (UXO) Technician I	21.58
30492 - Unexploded Ordnance (UXO) Technician II	26.11
30493 - Unexploded Ordnance (UXO) Technician III	31.30
30494 - Unexploded (UXO) Safety Escort	21.58
30495 - Unexploded (UXO) Sweep Personnel	21.58
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	18.68
30621 - Weather Observer, Senior (2)	20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.43
31030 - Bus Driver	16.99
31043 - Driver Courier	12.28
31260 - Parking and Lot Attendant	10.18
31290 - Shuttle Bus Driver	12.63

31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	12.49
31362 - Truckdriver, Medium	14.03
31363 - Truckdriver, Heavy	18.29
31364 - Truckdriver, Tractor-Trailer	18.29
99000 - Miscellaneous Occupations	
99030 - Cashier	10.24
99050 - Desk Clerk	9.13
99095 - Embalmer	21.58
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99310 - Mortician	21.58
99410 - Pest Controller	19.35
99510 - Photofinishing Worker	11.34
99710 - Recycling Laborer	13.41
99711 - Recycling Specialist	16.38
99730 - Refuse Collector	11.97
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	11.93
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	16.41
99841 - Vending Machine Repairer	20.45
99842 - Vending Machine Repairer Helper	16.41

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a Contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present Contractor or successor, wherever employed, and with the predecessor Contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A Contractor may substitute for any of the named holidays another day off with pay in

accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract

(either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The Contractor or subContractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all Contractors and subContractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the Contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the Contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the Contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the Contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the Contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the Contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the Contractor.
- 6) The Contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**ATTACHMENT 5: HANFORD SITE SERVICES AND INTERFACE REQUIREMENTS
MATRIX**

Services listed in the *Hanford Site Services and Interface Requirements Matrix* (Matrix) shall be performed in accordance with the Section H Clause entitled, *Hanford Site Services and Interface Requirements Matrix*.

Legend for Matrix – The Legend for the primary Matrix users/providers is as follows:

MSC	Mission Support Contract(or)
PRC	Plateau Remediation Contract(or)
TOC	Tank Operations Contract(or)
WTP	Waste Treatment and Immobilization Plant (Contractor)
RCCC	River Corridor Closure Contract(or)
Other Site Users	Examples include: AdvanceMed Hanford (AMH), Contractor (Contractor), Del Sol, Johnson Controls, Pacific Northwest National Laboratory (PNNL) [activities located on the Hanford Site], Metal Benders, Tri-City & Olympia Rail, Unitech Services Group, Westech, DOE, etc.

Types of Interfaces –

1. Information (I): knowledge (data, facts, etc) gathered or supplied
2. Physical (P): systems in tangible contact (i.e., 'pipe-to-pipe'), or a physical exchange of product or materials
3. Service (S): provision of work for another Contractor

MSC SERVICES AND INTERFACE ACTIVITIES									
MSC General Requirements									
Type of Interface	Activity (Interface)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I	Infrastructure and Services Alignment Plan (ISAP), and the Annual Forecast of Services and Infrastructure (including the <i>Hanford Site Services and Interface Requirements Matrix</i>)	Receive input from Site Contractors	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC		MSC bears the cost burden of program administration; Hanford Site Contractors/users bear internal implementation costs
		<p>ISAP is the strategic plan for right-sizing the infrastructure to support the future Hanford Site mission and the <i>Annual Forecast of Services and Infrastructure</i> is a projection of needed utilities, services, and infrastructure from other Hanford Site Contractors.</p> <ul style="list-style-type: none"> MSC shall develop, maintain and update an ISAP and the <i>Annual Forecast of Services and Infrastructure</i>, which includes the costs for services. Proposed changes in service providers shall include a justification, and a plan forward, MSC shall solicit input from Hanford Site Contractors/users for the ISAP and the <i>Annual Forecast of Services and Infrastructure</i>, including projection of need for services and proposed performance metrics/controlling agreements for the service provider. DOE will evaluate Contractor/user input prior to approval. The plan will be approved by DOE 							
Type of Interface	Activity (Interface)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I	Hanford Site Interface Management Plan	Receive input from Site Contractors	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC		MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs

		<p><i>Hanford Site Interface Management Plan</i> is the controlling agreements that ensure effective control of technical, administrative, and regulatory interfaces.</p> <ul style="list-style-type: none"> • MSC shall develop and maintain the <i>Hanford Site Interface Management Plan</i> • MSC shall collaborate with the Hanford Site Contractors/users on the <i>Hanford Site Interface Management Plan</i>. • PRC, TOC, and MSC shall sign the <i>Hanford Site Interface Management Plan</i>. 							
Safety, Security and Environment									
Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Protective Forces	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	N/A	Receive service from and provide input to MSC	Receive service from and provide input to MSC (Optional for PNNL off Hanford Site)	Atomic Energy Act of 1954, as amended CRD M 470.4-1, <i>Safeguards & Security Program Planning and Management</i> CRD M 470.4-3, <i>Protective Force</i>	Funded through MSC; provided at no cost to Hanford Site Contractors.
		<p>Protective Forces provides security for facilities possessing critical Safeguards and Security interests (e.g., special nuclear material). Coverage is provided 24/7 via the Hanford Patrol.</p> <ul style="list-style-type: none"> • MSC shall provide Protective Force operations. • Hanford Site Contractors shall provide facility, operational, and system configuration changes that may affect Protective Force operations. 							

Type of Interface	Activity (Service – Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Physical Security (PSS) Systems (Nuclear Material, Special Nuclear Material, and Classified Matter)	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	N/A	Receive service from and provide input to MSC	Receive service from and provide input to MSC (Optional for PNNL for property & materials off Hanford Site)	Atomic Energy Act of 1954, as amended CRD M 470.4-2, <i>Physical Protection</i> CRD O 470.3A, <i>Design Basis Threat Policy</i>	Funded through MSC; provided at no cost to Hanford Site Contractors with the exception of physical security upgrades within the facility – these may be shared costs between the MSC and the Hanford Site Contractor that has responsibility for the facility.
<p>Physical Security under this activity is for accountable quantities of nuclear and classified materials, including performance testing, intrusion detection, entry/access control, explosive detection, locksmith services, and engineering and maintenance of the physical security and access control systems.</p> <ul style="list-style-type: none"> • MSC shall provide Security Representatives for facilities or groups of facilities where there are important safeguards and security (SAS) assets. • MSC shall develop, or assist in the development of facility asset protection requirements and conduct annual reviews of Asset Protection Agreements. • MSC shall design security system upgrades for existing facilities with changing requirements and design security systems for new facilities. • MSC shall provide locksmith support for installation, replacement, and maintenance of locks, keys, and access control systems for the protections of Government property and nuclear materials, including special nuclear materials, classified matter, etc. • Hanford Site Contractors shall provide the MSC information about SAS arrangements and/or changes prior to new operations commencing, or changing operations or configurations that might alter the performance of existing SAS systems; support the MSC in the development of or update of facility <i>Asset Protection Agreements</i>, and requesting locksmith services. 									

Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Physical Security Systems (Government Property)	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	N/A	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Atomic Energy Act of 1954, as amended CRD M 470.4-2, <i>Physical Protection</i> CRD O 470.3A, <i>Design Basis Threat Policy</i>	MSC bears the cost burden of program administration; Hanford Site Contractors bear costs of physical security upgrades. If used by PNNL off Hanford Site, they pay full-cost.
Physical security under this activity is for Government property other than nuclear material, special nuclear material, and classified. Physical Security such as fences, locks, etc. through <i>Asset Protection Agreements</i> . <ul style="list-style-type: none"> MSC shall develop, or assist in the development of facility asset protection requirements and conduct annual reviews of <i>Asset Protection Agreements</i>. Hanford Site Contractors shall support the MSC in the development of or update of facility <i>Asset Protection Agreements</i> and implement those agreements. 									
Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Information Security - (Operations Security (OPSEC))	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	N/A	Receive service from and provide input to MSC	Receive service from and provide input to MSC (only DOE)	Atomic Energy Act of 1954, as amended CRD M 470.4-4, <i>Information Security</i>	MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs

		<p>The OPSEC Program helps ensure that sensitive information is protected from compromise and secured from unauthorized disclosure, and provides management with necessary information required for sound risk management decisions concerning the protection of sensitive information.</p> <ul style="list-style-type: none"> • MSC shall implement a Hanford Site-wide program; assure conformity of implementation with OPSEC standards and requirements; conduct assessment(s) of all Hanford Site facilities having Category I special nuclear material (SNM) (or credible roll-up to Category I SNM); conduct reviews of all Hanford Site facilities that have the potential to process or store classified or sensitive information; and conduct the <i>Annual Site OPSEC Threat Assessment</i> and prepare the annual <i>OPSEC Plan</i>. • Hanford Site Contractors shall implement their internal OPSEC responsibilities, participate and support Hanford Site-wide OPSEC Working and Awareness groups; provide support to the MSC OPSEC assessments; and support the <i>Annual Site OPSEC Threat Assessment</i> and preparation of the annual <i>OPSEC Plan</i>. 							
Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Information Security - Classified Matter Protection and Control (CMPC); Classification, Declassification and UCNI Program	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	N/A	Receive service from and provide input to MSC	N/A	Atomic Energy Act of 1954, as amended CRD M 470.4-4, <i>Information Security</i>	MSC bears the burden of program administration; Hanford Site Contractors bear internal implementation costs
		<p>The CMPC Program establishes control and accountability requirements for classified matter, marking of classified matter, reproduction, receipt and transmission, and destruction; and, physical protection requirements for classified matter in storage.</p> <ul style="list-style-type: none"> • MSC shall provide a centralized CMPC, Classification, Declassification and Unclassified Controlled Nuclear Information (UCNI) Program that includes operation and management of the Classified Document Control Center and management of classified information in the records holding area. • Hanford Site Contractors shall be responsible for maintaining an updated list of security containers, locations and custodians; support investigation of any incidents of potential or actual compromise of classified; and nominate a sufficient number of Derivative Classifiers and Reviewing Officials who shall be trained and approved by the MSC. 							
Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations

I/S	Information Security - Official Use Only (OUO)	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	N/A	Receive service from and provide input to MSC	N/A	Atomic Energy Act of 1954, as amended CRD O 471.3, <i>Identifying & Protecting Official Use Only Information</i> CRD M 471.3-1, <i>Manual for Identifying & Protecting Official Use Only Information</i>	MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
<p>The OUO Program establishes controls to protect sensitive unclassified information as OUO.</p> <ul style="list-style-type: none"> MSC shall manage, integrate, and oversee implementation of a common Hanford Site-wide OUO program to ensure conformity of implementation by performing Hanford Site Contractors and coordination of OUO education and awareness. Hanford Site Contractors shall manage and implement an OUO information program consistent with the common Hanford Site-wide OUO information program. 									
Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Personnel Security – Badging	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC. N/A for PNNL	Atomic Energy Act of 1954, as amended CRD M 470.4-2, <i>Physical Protection</i>	Funded through MSC; provided at no cost to Hanford Site Contractors
<p>A DOE security badge is utilized for all DOE and Contractor personnel to gain access to DOE-owned or -leased facilities or areas where DOE-sponsored work is ongoing.</p> <ul style="list-style-type: none"> MSC shall provide badging service for the Hanford Site, which includes manufacture, issuance, destruction, control, and accountability for DOE Standard, Hanford Specific, Temporary, and Personal Identify Verification (if applicable) badges. MSC shall coordinate and initiate “STOP ACCESS” procedures, and control and issue private vehicle passes for Property Protection Areas. Hanford Site Contractors shall obtain badging service from MSC; participate in “STOP ACCESS” program; and obtain vehicle passes from MSC. 									
Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations

S	Personnel Security – Access Authorization (Security Clearance) Processing Program	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	N/A	CRD M 470.4-5, <i>Personnel Security</i>	MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
		<p>The Access Authorizations (Security Clearances) Program involves processing, granting, and allowing individuals to retain an access authorization when their official duties require access to classified information or matter, or special nuclear material (SNM).</p> <ul style="list-style-type: none"> • MSC shall process all security clearances in support of Hanford Site Contractors. These activities include requesting, obtaining, maintaining, downgrading and terminating security clearances, including "Special Access" privileges (e.g., SIGMA). The clearance processing program shall include reviews of each requested clearance action to ensure adequate justification exists and that reporting requirements are met. • Hanford Site Contractors shall request and obtain personnel security clearances, including "Special Access" from the MSC. 							

Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Personnel Security – Human Reliability Program (HRP)	Provide service to Site Contractors	Receive service from and provide input to MSC	N/A	N/A	N/A	N/A	10 CFR 712, <i>Human Reliability Program</i>	MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
<p>The Human Reliability Program (HRP) on the Hanford Site is designed to ensure that individuals who occupy positions affording access to special nuclear material and classified materials programs meet the highest standards of reliability and physical and mental suitability.</p> <ul style="list-style-type: none"> • MSC shall coordinate and track all Hanford Site drug and alcohol testing; MSC shall notify the PRC of drug and alcohol testing results. • MSC shall administer the HRP program, including initial and refresher training. • PRC shall identify HRP positions, submit requests to MSC for enrollment in the Hanford Site HRP, and execute their portion of the HRP consistent with the Hanford Site HRP, as administered by the MSC. 									
Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Personnel Security – Workplace Substance Abuse Programs (WSAP)	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	N/A	Receive service from and provide input to MSC	N/A	10 CFR 707, <i>Workplace Substance Abuse Programs at DOE Sites</i>	MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs

		<p>The WSAP is responsible for maintaining a workplace free from the use of illegal drugs, and is applicable to DOE Contractors and their sub-Contractors in testing-designated positions performing work at Sites owned or controlled by DOE under the authority of the Atomic Energy Act of 1954.</p> <ul style="list-style-type: none"> • MSC shall administer the WSAP and set-up the procedures for testing. • MSC shall notify the respective Hanford Site Contractor of drug and alcohol testing results. • Hanford Site Contractors shall identify individuals in testing-designated positions and execute the program per the MSC procedure. 							
Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Personnel Security – Foreign National Visits and Assignments (FNVA)	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC (except PNNL)	CRD O 142.3, <i>Unclassified Foreign Visits & Assignments</i> CRD O 142.1, <i>Classified Visits Involving Foreign Nationals</i>	MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
		<p>FNVA pertains to unclassified (and potentially classified) foreign national access to the DOE Hanford Site for information and technologies.</p> <ul style="list-style-type: none"> • MSC shall approve security plans for foreign visitors to Hanford Security areas and coordinate all FNVA requests. • Hanford Site Contractors shall notify the MSC of potential foreign visitor or assignment, and prepare and submit security plans to MSC for approval of the visit/assignment. 							

Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Cyber Security – (Classified and Unclassified Cyber Security)	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	N/A	N/A	N/A		MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
<p>Classified/Unclassified Cyber Security Program identifies and protects classified, unclassified and sensitive information generated, processed and stored for the Hanford Site.</p> <ul style="list-style-type: none"> • MSC shall provide a Hanford Site Classified Information Systems Security Officer; develop a Hanford Master Classified Information Systems Security Plan; ensure that all classified systems are certified and accredited; and implement the classified cyber security training program. • MSC shall implement a centralized Hanford unclassified computer security program. • Hanford Site Contractors shall manage and execute classified and unclassified cyber security responsibilities consistent with DOE requirements and the MSC centralized program. 									

Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Nuclear Material Controls and Accountability (MC&A)	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	N/A	Receive service from and provide input to MSC	N/A, except for PNNL. [PNNL currently has custodianship of EM materials for RL]	Atomic Energy Act of 1954, as amended CRD M 470.4-6, <i>Nuclear Material Control and Accountability</i>	MSC bears the burden of program administration; Hanford Site Contractors bear internal implementation costs.
<p>The MC&A Program provides control and accountability of nuclear materials within DOE.</p> <ul style="list-style-type: none"> • MSC shall manage and conduct a centralized MC&A program for all accountable quantities of nuclear material on the Hanford Site, and approve all implementing procedures of Hanford Site Contractors. • Hanford Site Contractors shall support MSC in preparation and maintenance of a <i>Hanford Site-wide MC&A Plan</i>, administration of treaty-related activities, performance of occurrence investigation and reporting, and scheduling of periodic inventories. • Hanford Site Contractors shall implement MC&A requirements per the <i>Hanford Site-wide MC&A Plan</i>. 									

Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	SAS Program Management – Safeguards and Security (SAS) Awareness	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC. N/A for PNNL.	CRD M 470.4-1, <i>Safeguards and Security Program Planning and Management</i>	MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
<p>SAS Awareness Program is used to inform Hanford Federal and Contractor employees, subContractors, and visitors of their SAS responsibilities and to promote continuing awareness of good security practices.</p> <ul style="list-style-type: none"> • MSC shall provide SAS Awareness training for all Hanford Federal and Contractor employees, subContractors, and visitors; and conduct security training for all permanently badged employees on an initial and annual frequency to maintain appropriate levels of awareness. • Hanford Site Contractors shall comply with the requirements of the Hanford Security Awareness program, as administered by the MSC. 									

Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	SAS Program Management	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	N/A	Receive service from and provide input to MSC	Receive service from and provide input to MSC. N/A for PNNL.	Atomic Energy Act of 1954, as amended CRD O 470.3A, <i>Design Basis Threat Policy (U)</i> CRD M 470.4-1, <i>Safeguards and Security Program Planning and Management</i>	MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
<p>SAS Program Management provides formal organized process for planning, performing, assessing, and improving the secure conduct of work in accordance with risk-based protection strategies.</p> <ul style="list-style-type: none"> MSC shall establish, manage, integrate and execute the processes and services that comprise the SAS Program Management, such as Program Planning, Oversight, and Administration; Security Conditions (SECON); Site Safeguard and Security Plan (SSSP); Vulnerability Assessments; Design Basis Threat; and safeguards and security training. Hanford Site Contractors shall coordinate and interface with MSC on SAS Program Management regarding SAS technical, cost, and schedule performance; comply with SECON activities; support the Site Safeguards and Security Plan (SSSP) development, etc. Hanford Site Contractors shall manage their internal SAS Program Management activities. 									

Type of Interface	Activity (Service - Mandatory per the MSC Statement of Work, Table C.2.1.2-1; all other services under this Activity are Optional)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Site Training Services and HAMMER	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	N/A	Receive service from and provide input to MSC	Receive service from and provide input to MSC (Optional for PNNL)	29 CFR 1910.120; Facility-wide RCRA permit, WAC 173-303, <i>Dangerous Waste Regulation</i> ; OSHA Manual and OSHA Safety and Health Standard; and other Safety related requirements	Site Training Services are usage-based services reimbursed by the user; HAMMER base operations for the facility are at no cost to Hanford Site contactors.
<p>Site Training Services provides training facility, curriculum, and training delivery services to Federal, Contractor, and subContractor employees in support of the Hanford and PNNL missions consistent with the DOE, local, state, and Federal workforce training requirements.</p> <ul style="list-style-type: none"> • MSC shall provide Hanford Site workers (and PNNL, as requested) training per MSC Table C.2.1.2-1, to support maintaining a qualified workforce, develop the <i>Annual Training Needs Forecast and Plan</i>, and operate the HAMMER facility. • MSC shall maintain the employee training records for training provided by MSC. • MSC shall perform mask fit services for Hanford Site Contractors. • Hanford Site Contractors shall provide training priorities, training needs, and input regarding standardized training programs. 									

Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Fire & Emergency Response Services (Fire Prevention, Fire Suppression, Fire Investigations; Emergency Rescue; Emergency Medical Service and Patient Transport; Incident Command; and Hazardous Material and Chemical/Biological/Radiological Emergency Response)	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC (includes Energy Northwest. N/A for PNNL off Hanford Site)	29 CFR 1910.146 OSHA Manual CRD O 420.1B, <i>Facility Safety</i>	Funded through MSC; provided at no cost to Hanford Site Contractors.
		<p>Fire and Emergency Response Services provide fire prevention, fire suppression, fire investigations; emergency rescue; emergency medical service and patient transport; incident command; and hazardous material and chemical/biological/radiological emergency response for the Hanford Site.</p> <ul style="list-style-type: none"> • MSC shall provide 24/7 fire-related protection of human life, property, and facilities; and operates basic and advanced life support emergency medical services. • MSC shall act as the Site Incident Command Agency for all fires and hazardous/radiological materials emergencies on the Hanford Site. • Hanford Site Contractors shall support facility 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.). 							

Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)		PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Fire & Emergency Response Services (Fire Protection System Inspection, Testing, and Maintenance)	Receive service from and provide input to MSC		Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC (RFAR only)	Receive service from and provide input to MSC	Receive service from and provide input to MSC	29 CFR 1910.146 OSHA Manual CRD O 420.1B, <i>Facility Safety</i>	MSC is direct-funded to maintain fire alarm systems for each Hanford Site Contractor. Hanford Site Contractors are required to provide their own hardware projects.
<p>Fire and Emergency Response Services also includes fire protection system inspection, testing, and maintenance of existing and new fire systems for the Hanford Site, including backflow prevention devices.</p> <ul style="list-style-type: none"> MSC shall provide a Fire Marshal with authority for fire protection system inspection, testing, and maintenance; respiratory protection services; building inspections; ignitable and reactive waste site inspections; pre-fire planning; etc. Hanford Site Contractors shall be required to use certain mandatory Fire Services from the MSC Contractor in performance of this work scope (e.g., fire systems inspection, testing, etc.) consistent with the MSC. 										

Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)		PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Emergency Operations (Centralized Hanford Site Emergency Preparedness Program)	Provide service to Site Contractors		Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	DOE/RL-94-02, Hanford Emergency Management Plan CRD O 151.1C, Comprehensive Emergency Management System	MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs.
<p>Emergency Operations consists of the Hanford Site-wide Emergency Preparedness (EP) program, which includes operation of the Emergency Operations Center (EOC), Joint Information Center (JIC) hazards surveys and hazards assessments, training of EOC staff, Hanford Site-wide exercises, and facility-specific plans and procedures for EP development, training, drills and assessments.</p> <p>MSC shall:</p> <ul style="list-style-type: none"> • Coordinate, integrate, and maintain a centralized Hanford Site EP Program. • Provide instruction in accordance with DOE/RL-94-02, <i>Hanford Emergency Management Plan</i> to all Hanford Site Contractors and their subContractors. • Conduct or support emergency management surveillances and assessments and work with the Hanford Site Contractors for corrective action implementation. • Establish procedures and provide direction and coordination for the Hanford Site Occurrence Reporting Program. <p>Hanford Site Contractors shall develop, maintain, and execute an Emergency Management Program as described in DOE/RL-94-02, <i>Hanford Emergency Management Plan</i> for facilities and waste sites under their control.</p>										

Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)		PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Emergency Operations (Event Reporting; and Occurrence Notification Center)	Provide service to Site Contractors		Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	CRD O 231.1A, <i>Environment, Safety and Health Reporting</i> CRD M 231.1-1A, <i>Environment, Safety, and Health Reporting</i> CRD O 450.1, <i>Environmental Protection Program</i> DOE O 5400.5, <i>Radiation Protection of the Public and the Environment</i>	MSC bears the burden of program administration; Hanford Site Contractors bear internal implementation costs.
<p>Event Reporting is provided to ensure that DOE is kept fully informed about events that could adversely affect the health and safety of the public or the workers, the environment, the intended purpose of the facilities, or the credibility of the DOE.</p> <ul style="list-style-type: none"> MSC shall operate the Hanford Site-wide Occurrence Notification Center (ONC). Hanford Site Contractors shall report their environmental, safety, and health events and related information directly to DOE and to the ONC. 										

Type of Interface	Activity (Interface & Service - Mandatory)	MSC (Service Provider)		PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Site Safety Standards (Common Safety Processes)	Provide service to Site Contractors		Receive service from and provide input to MSC	Receive service from and provide input to MSC	N/A	Receive service from and provide input to MSC	N/A	10 CFR 851.11, <i>Development and Approval of the Worker Safety and Health Program</i>	MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs.
<p>Site Safety Standards are to be used by Hanford Site Contractors to ensure common processes for worker safety.</p> <ul style="list-style-type: none"> • MSC shall obtain affected Hanford Site Contractor approval and establish common safety processes on the Hanford Site per MSC Table C.2.1.2-1. • MSC shall maintain a site-wide web-based system with input from other Hanford Contractors for sharing operating experiences and lessons learned with a focus on preventing recurrence of safety or reliability events, and to share good work practices in accordance with DOE O 210.2. • MSC, PRC, and TOC shall work collaboratively and build coalitions with Hanford Site Contractors and workers to continue to build a strong and enduring safety culture. Based on input from Hanford Site Contractors and workers, the MSC with the PRC and TOC shall identify DOE opportunities to enhance and measure the Hanford safety culture. • MSC shall manage and administer Hanford Site safety activities/initiatives, such as, Annual Safety Exposition, Hanford Worker Electrical Safety Board, etc., as approved by DOE. • Affected Hanford Site Contractors shall approve common safety standards and develop internal implementing procedures, and participate in Hanford Site safety activities/initiatives, where appropriate, as administered by MSC. 										

Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)		PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Radiological Assistance (RAP)	Receive input from Site Contractors		Provide staff and equip. to MSC	Provide staff and equip. to MSC	N/A	N/A	N/A (except for PNNL)	DOE O 5530.3, <i>Radiological Assistance Program</i>	MSC bears the cost burden of program administration to include travel; PRC and TOC bear costs of personnel and equipment.
<p>RAP provides first-responder radiological response capabilities 24/7 for the Hanford Site and Region 8 (states of Alaska, Oregon, and Washington).</p> <ul style="list-style-type: none"> MSC shall maintain and implement a first-responder radiological assistance that includes plans, procedures, resources and 24/7 response capabilities for Region 8 in support of the DOE Regional Response Coordinator. PRC and TOC 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. 										

Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)		PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Environmental Regulatory Management (<i>Site-wide permits, permit applications, and reports; Site-wide NEPA documents; Site-wide environmental reports; Site-wide (environmental) Quality Assurance standards; allocation of permit limits</i>)	Provide service to Site Contractors		Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC		MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
<p>Environmental Regulatory Management ensures a Site-wide environmental program which is compliant with applicable laws, regulations, DOE directives and the Section H Clause entitled, <i>Environmental Responsibility</i>.</p> <p>MSC shall establish and provide Site-wide management, administration, integration, permitting and compliance in coordination with other Hanford Site Contractors. The MSC shall obtain concurrence from affected Hanford Site Contractors for Site-wide environmental documents.</p> <p>Hanford Site Contractors shall:</p> <ul style="list-style-type: none"> • Provide input for the Site-wide Environmental Management System (EMS) Program Management Plan. • Integrate their environmental permitting and regulatory compliance activities with the Hanford site-wide permitting and compliance framework maintained by the MSC. • Provide appropriate and timely input to the MSC and other designated Hanford Site Contractors for regulatory required Site-wide environmental reports and metrics for their facilities and activities. • Support MSC in their Site-wide environmental regulatory management roles. • Provide legally and regulatory required air and liquid effluent and near facility environmental monitoring; collect, compile, and/or integrate air and liquid effluent monitoring data from operations and activities under their control. • Provide appropriate environmental data for its facility and operable units to support Hanford Site assessments and preparation of the annual Hanford Site Environmental Report. Obtain unit specific permit modifications in coordination with the MSC. 										

Type of Interface	Activity (Service - Mandatory)	PNNL (Service Provider)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Seismic Monitoring Services	Provide service to Site Contractors	Receive service from and provide input to PNNL	Receive service from and provide input to PNNL	Receive service from and provide input to PNNL	Receive service from and provide input to PNNL	Receive service from and provide input to PNNL	Receive service from and provide input to PNNL	CRD O 420.1, <i>Facility Safety</i> DOE Guide 420.1-1, <i>Section 4.7, "Emergency Preparedness and Emergency Communications"</i>	Funded through PNNL; provided at no cost to Hanford Site Contractors
<p>Seismic Monitoring Services are required to operate the Hanford Site seismic network and provide report activities as needed. This information is utilized for operational facilities, to support new facility design and for emergency operations activities.</p> <ul style="list-style-type: none"> • PNNL shall maintain seismic sensors and systems, monitor seismic activity and report seismic activities on the Hanford Site. • PNNL shall provide seismic information to Hanford Site Contractors upon request. • Hanford Site Contractors shall request and provide requirements for services when necessary. 										
Type of Interface	Activity (Interface)	PNNL	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I	Hanford Environmental Oversight (HEO)	Receive input from Site Contractors	Deliver input to PNNL	Deliver input to PNNL	Deliver input to PNNL	Deliver input to PNNL	Deliver input to PNNL	Deliver input to PNNL	DOE O 5400.5, <i>Radiation Protection of the Public and the Environment</i> CRD O 450.1, <i>General Environmental Protection</i>	PNNL bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
<p>HEO provides program management, coordination and integration of Public Safety and Resource Protection (PSRP) functions. HEO also provides technical and administrative support to DOE associated with the PSRP program including Natural Resource Trustee activities.</p> <ul style="list-style-type: none"> • PNNL shall provide annual updates of the <i>Hanford Site National Environmental Policy Act (NEPA) Characterization Report</i>. • Hanford Site Contractors shall provide to PNNL appropriate environmental data for its facility and operable units to support Hanford Site assessments and preparation of the <i>Hanford Site NEPA Characterization Report</i>. 										

Type of Interface	Activity (Service - Mandatory)	PNNL (Service Provider)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Meteorological and Climatological Services	Provide service to Site Contractors	Receive service from and provide input to PNNL	Receive service from and provide input to PNNL	Receive service from and provide input to PNNL	Receive service from and provide input to PNNL	Receive service from and provide input to PNNL	Receive service from and provide input to PNNL		PNNL bears the cost, except for special-use information requested by Site Contractors
<p>The Hanford Meteorological Monitoring System includes 30 monitoring stations on the Hanford Site and provides accurate and timely weather information that enable safe conduct of activities and emergency response.</p> <ul style="list-style-type: none"> • PNNL shall provide all standard, weather-related information for Hanford Site Contractors, providing detailed around-the-clock, easily retrieved and understood, real time meteorological data. This includes forecasts, heat indices, historical information, etc. • PNNL shall maintain and operate the Hanford Meteorological Monitoring system. PNNL may be requested to provide special-use information by Site Contractors. • Hanford Site Contractors shall request and provide requirements for service. 										

Type of Interface	Activity (Interface)	PNNL	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I	Environmental Surveillance	Receive input from and provide information to Site Contractors	Receive information from and provide input to PNNL	Receive information from and provide input to PNNL	Receive information from and provide input to PNNL	Receive information from and provide input to PNNL	Receive information from and provide input to PNNL	Receive information from and provide input to PNNL as applicable	DOE O 5400.5 CRD O 450.1 <i>Clean Water Act</i> <i>Clean Air Act</i>	PNNL bears the cost burden of program administration; Hanford Site Contractors bear internal implementation and request for services costs.
		<p>Environmental Surveillance consists of near-field and far-field multimedia environmental monitoring to measure the concentration of radionuclides and chemicals in environmental media and assess the integrated effects of these materials on the environment and the public.</p> <ul style="list-style-type: none"> • PNNL shall assess impacts and risks of contaminants on human health in order to prepare the annual <i>Hanford Site Environmental Report</i> and the <i>Hanford Site Environmental Surveillance Master Sampling Schedule</i>; and align the surface environmental surveillance with the needs of the environmental clean-up, restoration, and assessment activities at the Hanford Site. • PNNL shall assess impacts and risks of Hanford contaminants on human health and the environment in support of Hanford cleanup activities as requested. Data and analysis shall be made available to the Hanford risk assessment activities. • Hanford Site Contractors shall provide appropriate input to support PNNL preparation of the annual <i>Hanford Site Environmental Report</i> and <i>Hanford Site Environmental Surveillance Master Sampling Schedule</i> 								

Type of Interface	Activity (Interface & Service - Mandatory)	PNNL (Service Provider)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Ecological Monitoring and Compliance – Site Wide	Provide service to Site Contractors	Receive service from and provide input to PNNL	Receive service from and provide input to PNNL	Receive service from and provide input to PNNL	Receive service from and provide input to PNNL	Receive service from and provide input to PNNL	Receive service from and provide input to PNNL as applicable	<i>Endangered Species Act</i> <i>Migratory Bird Treaty Act</i> Hanford Site Resource Management Plan	PNNL bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
		<p>Ecological Monitoring and Compliance is to achieve compliance with ecological resource-related legal and regulatory requirements; Biota is monitored to assess the abundance, vigor, or condition, and distribution on the Hanford Site.</p> <p>PNNL shall:</p> <ul style="list-style-type: none"> Assess the impacts to biological resources from Hanford Site operations and legacy contaminants to the environment and monitor the abundance, vigor, and distribution of plant and animal populations on the Hanford Site. This includes baseline surveys of protected biological resources, species, and habitats within key areas of the Hanford Site where the majority of routine operations and clean-up are conducted. Conduct ecological compliance reviews for Hanford Site Contractors. <p>Hanford Site Contractors shall:</p> <ul style="list-style-type: none"> Allow access to the Ecological Monitoring and Compliance activity for the purpose of collecting information and samples. Provide ecological information to the PNNL from their sampling activities such as CERCLA/RCRA risk assessments 								

Type of Interface	Activity (Service - Mandatory)	PNNL (Service Provider)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Cultural and Historic Resource Program	Provide service to Site Contractors	Receive service from and provide input to PNNL	Receive service from and provide input to PNNL	Receive service from and provide input to PNNL	Receive service from and provide input to PNNL	Provide input to PNNL	Receive service from and provide input to PNNL as applicable	<i>National Historic Preservation Act (NHPA), American Indian Religious Freedom Act Archaeological Resources Protection Act Native American Graves Protection and Repatriation Act</i>	PNNL bears the cost burden of program administration; Hanford Site Contractors bear internal implementation and request-for-services costs
<p>The Cultural and Historic Resource Program administers the program for protecting Hanford Site cultural and historic resources, and documents and addresses any real or potential Site-wide issues and their impacts; and assures compliance with associated laws, DOE directives, and legally-binding agreements.</p> <ul style="list-style-type: none"> • PNNL shall monitor and support the resource protection activities of Hanford Site Contractors; coordinate surveys performed to document the occurrence of protected resources; evaluate and document impacts to protected resources; perform NHPA Section 106 Reviews for Hanford Site Contractors; maintain, establish procedures for and manage Hanford Site cultural and historic resource site files (hard copy and electronic) and associated compliance project files for all such work that occurs at the Hanford Site; and curate files and artifacts in accordance with 36 CFR 79. • Hanford Site Contractors shall provide information to the PNNL necessary to perform NHPA Section 106 Reviews for their scope of work, and provide to PNNL information and materials to support PNNL execution of the <i>Comprehensive Land Use Plan's (CLUP) Cultural & Historic Resource Program Plan</i>. In particular, mission Contractors (who meet 36 CFR 61 standards and guidelines) shall utilize the PNNL project records and files for background research. 										

Type of Interface	Activity (Service - Mandatory)	PNNL (Service Provider)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Radiological Site Services (RSS)	Provide service to Site Contractors	Receive service from PNNL	Receive service from PNNL	Receive service from PNNL	Receive service from PNNL	Receive service from PNNL	Receive service from PNNL	DOE and national quality control requirements	RSS is a usage-based service reimbursed by the user
<p>Radiological Site Services (RSS) is a fully-integrated and documented set of radiological support programs which provide the technical support, dosimetry, data, and records necessary to demonstrate compliance with required radiological monitoring and to verify the adequacy of Site radiological control programs in protecting the health and safety of workers, the public, and the environment. The RSS includes the Hanford External Dosimetry Program, the Hanford Internal Dosimetry Program, the Hanford Radiological Instrumentation Program, and the Hanford Radiological Records Program.</p> <p>PNNL shall provide:</p> <ul style="list-style-type: none"> • Accredited external dosimetry services, including technical support, documentation, and dosimeters, and based on the types and quantities of external dosimetry required by all key customers. • Accredited internal dosimetry services, including technical support, documentation, and analyses, and based on the types and quantities of internal dosimetry required by all key customers. • Calibration, maintenance, and repair services for a broad range of portable and semi-portable radiological instrumentation, including technical support and documentation, and based on the types and quantities of portable and semi-portable radiological instrumentation calibration, maintenance, and repair services required by all key customers, • Management and preservation of current and former radiation monitoring records for DOE (and predecessor agencies) employees, Hanford Contractors, sub-Contractors, and visitors, including records of existing and past Hanford Site radiation dosimetry policies and practices. <p>Hanford Site Contractors shall request, and provide requirements for, service.</p>										

Site Infrastructure And Utilities									
Type of Interface	Activity (Service – Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Analytical Services (Chemical and Low-Level Radiological Analysis)	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	N/A	Receive service from and provide input to MSC	Receive service from and provide input to MSC as applicable	WAC 173-50, <i>Accreditation of Environmental Laboratories</i> WAC 173-40, <i>Air Operating Permit</i>	Sample Analysis is a usage-based service reimbursed by the user; WSCF Laboratory fixed costs for maintaining the facility in a ready-to-serve capacity are at no cost to Hanford Site contractors
<p>Analytical Services performs chemical and low-level radiological analysis on a variety of sample media. These services are performed at the Hanford Waste Sampling and Characterization Facility (WSCF).</p> <ul style="list-style-type: none"> • MSC shall operate the WSCF. • Hanford Site Contractors shall request analytical services as needed. 									
Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Biological Controls	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC as applicable	WAC Chapter 16-752 CRD O 450.1, <i>Environmental Protection Program</i> DOE O 5400.5, <i>Radiation Protection of the Public and the Environment</i>	Basic service funded through MSC; provided at no cost to Hanford Site Contractors. Hanford Site Contractors may negotiate additional services beyond direct funded basic service
<p>Biological Controls is a service to control noxious weeds, industrial weeds, other vegetation, and animal pests. The program controls vegetation on approximately 2000 acres, traps and removes animals, and eliminates insect infestations.</p> <ul style="list-style-type: none"> • MSC shall provide a Hanford Site-wide biological control program. • Hanford Site Contractors shall request support as needed. 									

Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Crane and Rigging	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	N/A	Receive service from and provide input to MSC	Receive service from and provide input to MSC as applicable (Optional for PNNL)	DOE-RL-92-36, Rev. 1	<p>Providing technical support and maintaining Site hoisting and rigging requirements; and the facility and equipment maintenance, consumables and operations support to maintain the Rigging Services Facility in a ready-to-serve capability are at no cost to Hanford Site Contractors. Equipment and labor provided for services including hoisting, rigging, scaffolding erection, inspections, load tests, equipment hauling, below the hook fabrications, and guzzler operations are usage based services reimbursed by the user.</p> <p>The Crane and Rigging is a ready-to-serve, centralized pool of equipment and manpower for the Hanford Site.</p> <ul style="list-style-type: none"> • MSC shall provide a mobile crane pool, a regulated and non-regulated guzzler; coordinate rental and movement of cranes, preventative maintenance inspections and scheduling of necessary repairs; and supervises crane crews. • Hanford Site Contractors shall request and provide requirements for service.

Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Facility Services	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive (limited) service from and provide input to MSC	N/A	N/A	Receive service from and provide input to MSC as applicable (N/A for PNNL)	CRD O 430.1B, <i>Real Property Asset Management</i>	Management and administrative oversight of facility services is provided at no cost to Hanford Site Contractors. Labor and materials provided for specified services are usage based and will be reimbursed by the user.
<p>Facility Services is a central maintenance function for non-radiological facilities, which includes facility painting, sign painting, carpentry, refrigerated equipment service, insulation, pipefitting, electrical, sheet metal, instrumentation, cement finishing, glazier work, custodial, locksmith, movers, and equipment calibration.</p> <ul style="list-style-type: none"> • MSC shall provide management and administrative oversight for all requested facility activities, including planning and directing the work. MSC shall provide for the following facility services in support of the Hanford Site projects and Contractors: facility painting, sign painting, carpentry, refrigerated equipment service, insulation, pipefitting, electrical, sheet metal, instrumentation, cement finishing, glazier work, custodial, movers, equipment calibration, and HVAC maintenance and repair. • PRC and other Site users shall request and provide requirements for service. <p>TOC shall only receive Refrigerated Equipment Service and Movers Service from and provide input to MSC</p>									

Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Motor Carrier Services	Provide service to Site Contractors	Receive service from MSC	Receive service from MSC	N/A	Receive service from MSC	Receive service from and provide input to MSC as applicable (N/A for PNNL)	CRD O 460.1B, <i>Packaging and Transportation Safety</i> CRD O 460.2A, <i>Departmental Materials Transportation and Packaging Management</i>	Management and administration oversight of transportation services is provided at no cost to Hanford Site Contractors. Labor and materials provided for specified services are usage-based and will be reimbursed by the user.
		<p>Motor Carrier Services provides ready-to-serve, centralized pool of vehicles and drivers for the on-site or local transportation of freight including hazardous material at the Hanford Site, including radioactive materials and radioactive/mixed waste.</p> <ul style="list-style-type: none"> • MSC shall manage, schedule, and conduct motor carrier services, with exception of shipments to ERDF. • MSC shall maintain and operate a centralized pool of vehicles and drivers for the on-site and limited local transportation of freight including hazardous and radioactive materials at the Hanford Site. • Hanford Site Contractors who are customers of this service prepare the waste for transport including shipper/receiver agreement documents, transportation documents for packaging, transportation and receipt by the receiving facility. 							

Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Fleet Services	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	N/A	Receive service from and provide input to MSC	Receive service from and provide input to MSC as applicable	41CFR102-34, <i>Motor Vehicle Management</i> 41CFR109-38, <i>Motor Equipment Management</i>	Facility maintenance, consumables & ops. support to maintain the Fleet Equipment Maintenance Shop, associated buildings, and Materials Storage Building in a ready-to-serve capability at no cost to Site Contractors. Acquisition, control, assignment, and disposal of DOE fleet equipment is also at no cost to Site Contractors. Providing fuel, fuel delivery, and maintenance parts and labor for DOE-owned equipment is a usage based service reimbursed by the user. Maintenance labor and parts for vehicles leased from GSA will be reimbursed by GSA based on GSA service rates.

		<p>Fleet Services administers and manages a fleet of motorized vehicles including sedans, busses, ambulances, tractors, flatbeds, dump trucks, tool vans, utility maintenance vans, cab and chassis, trailers, wreckers, and fuel tankers.</p> <ul style="list-style-type: none"> • MSC shall provide management and coordination, statistical usage tracking, and reporting on GSA-leased vehicles and DOE-owned vehicles/equipment; perform vehicle repair and modification services as required (e.g., in the 200 area); and perform record-keeping, vehicle assignment, ensuring vehicle utilization, and excess/disposal of fleet vehicles and parts. Some vehicles are designated as “regulated” due to contamination and are required to be serviced within radiologically-controlled areas. • Hanford Site Contractors shall request and provide requirements for service and those using Fleet Services shall provide report input such as the <i>Transportation Management Scorecard</i>.
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Type of Interface	Activity (Service - Optional)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
P/S	Railroad Services	Coordinate service	Request service from MSC	Request service from MSC	Request service from MSC	Request service from MSC	Request service from MSC	CRD O 460.1B and applicable regulations of the Federal Railway Administration(49 CFR Parts 200-268)	MSC sub-contracted costs are passed thru to Hanford Site Contractors receiving the service; Hanford Site Contractors receiving the service pay for loading/off-loading of shipments
<p>The Hanford railroad system consists of approximately 40 miles of Class II track and one signal crossing between Horn Rapids Road and the 200W Area..</p> <ul style="list-style-type: none"> • MSC determines requirements for future use on the Hanford Site and coordinates with Hanford Site Contractors, projects, and off-Site entities prior to and during any on-site rail movements, including placement of “flaggers” at necessary intersections, taking proper security actions, and making Hanford Site notifications. • Upon DOE direction, MSC shall maintain and operate the rail system on the Hanford Site. • Hanford Site Contractors shall request and provide requirements for service to the MSC. 									

Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Roads & Grounds	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC (except PNNL off Hanford Site)	CRD O 430.1B, <i>Real Property Asset Management</i>	Basic service funded through MSC; provided at no cost to Hanford Site Contractors. Hanford Site Contractors may negotiate additional services for facility specific services, such as, snow removal on sidewalks
<p>Roads and Grounds consist of road maintenance, snow removal, traffic management, and common grounds maintenance service for the Hanford Site.</p> <ul style="list-style-type: none"> MSC shall maintain primary and secondary Hanford Site roadways, to include patching/paving, striping, and other services; perform maintenance of common grounds; and make recommendations to restrict access and make the appropriate notifications of restricted access or closure to DOE and other Hanford Site Contractors in the event that roads are unsafe for travel. MSC shall remove snow at primary and secondary roads and at designated facilities, parking lots, and walkways. Hanford Site Contractors may request roads and grounds services for their facilities. 									

Type of Interface	Activity (Service – Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
P/S	Electrical Transmission, Distribution, & Energy Management	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	DOE guidance on 2005 <i>Energy Policy Act</i> BPA Network Integrated Transmission Service Agreement DOE 0 430.2A Electric Reliability Standards BPA Outage Planning Process	Basic service funded through MSC; provided at no cost to Hanford Site Contractors. Direct, mission-related upgrade projects are sub-contracted by MSC and paid by the requesting Hanford Site Contractor

		<p>Electrical Transmission, Distribution, & Energy Management is the management function of the high voltage electrical utility consisting of a system for providing power to the facilities at the Hanford Site.</p> <ul style="list-style-type: none"> • MSC externally supplies electrical power to Hanford Site Contractors. • MSC shall coordinate with other Hanford Site Contractors to obtain the following: <ul style="list-style-type: none"> - Energy cost and consumption data for the <i>Annual Energy Conservation Performance Report</i>. - Energy cost and consumption data for the quarterly Hanford Site energy cost and consumption date entry to EMS4 database. - Facility shut down constraints and impacts due to fuel reductions for the <i>Emergency Conservation Plan</i>. - Facility electrical load information for the annual electrical load forecast. - Other facility electrical or energy information, as needed. • Hanford Site Contractors shall provide input for EMS4 database, annual Energy Conservation Performance Report, Emergency Conservation Plan, and annual electrical load forecast. • Hanford Site Contractors may enter into a service-provider relationship with the MSC and/or other utility providers for the operation, maintenance, and/or closure of all or part of their internal utility systems. • Hanford Site Contractors shall protect Hanford Site systems against disruption and damage during performance of work and support Hanford Site utility operations, maintenance, and closure of a service where appropriate. <p><u>Notes:</u></p> <ul style="list-style-type: none"> • The interface point between the MSC electrical distribution system and the Hanford Site Contractors' facilities electrical system is routinely the connection at the secondary side of the building service transformer (MSC also owns the electrical meters). However, there may be some facilities where the systems interface is located at a different connection point. The interface points are identified on the electrical utility system diagrams. • The 300 Area electrical substation and electrical distribution system will be owned by the RCCC. The RCCC may request MSC to operate and maintained the 300 area substation and distribution system on a work order basis. Upon completion of the RCCC, or as directed by DOE, the substation/distribution system may be reassigned to the MSC.
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Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
P/S	Water System	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	WAC 246-290, <i>Group A, Public Water Systems</i> WAC 246-291, <i>Group B, Public Water Systems</i> WAC 246-292, <i>Water Works Operator Certification</i> WAC 246-294, <i>Drinking Water Operating Permits</i> CRD O 430.1B, <i>Real Property Asset Management</i>	Hanford Site-wide water upgrades and Basic Service are funded through MSC; provided at no cost to Site Contractors. Direct, mission-related upgrade projects are paid for by the Site Contractor requiring the upgrade. For water systems outside of the MSC, water system contaminant monitoring management is a usage-based service reimbursed by the user

	<p>The Water System function is a ready-to-serve water utility service (the geographic areas to be served are the 100, 600, and 200 Areas). The 300 Area and 100N Area water systems are within the scope of the RCCC, along with the 30-inch concrete line supplying the 100F and 100H Areas, and all distribution piping connecting to the concrete main water lines supplying the 100F, 100H, 100D, 100N, and 100B Areas.</p> <ul style="list-style-type: none"> • MSC shall manage the water system in accordance with agreements negotiated with the Hanford Site Contractor being served and in accordance with guidance documents cited in state regulations for water systems; and maintain the existing <i>Water System Master Plan</i>. The Plan shall document a strategy for managing repairs, life extensions, replacements, and deactivations for facilities and equipment for the water systems within the scope of this contract over a ten year planning horizon. • MSC shall provide a “purveyor” (per the Washington Administrative Code and other state regulations) for MSC water systems and the PRC 400 Area water system. • MSC shall be responsible for all aspects of the water distribution system only up to and including the first off-valve or demarcation point outside the customer’s facility or complex of facilities. The customer or facility maintains all responsibility for lines downstream of this agreed-upon point. On side-by-side multiple valve isolations and backflow assemblies, the facility assumes responsibility from the discharge side of the downstream isolation valve. For WTP, the demarcation point is the premise isolation backflow prevention at the fence line. For PFP, the demarcation point is the premise isolation backflow assembly. • MSC shall perform, as requested, backflow preventer testing and water system contaminant monitoring management for other Hanford Site Contractors (e.g., water systems outside of MSC): • Hanford Site Contractors shall input to the <i>Water System Master Plan</i> and negotiate agreements for water utility service. • PRC shall identify priority water line upgrades which would prevent further ground water degradation; MSC shall perform priority water line upgrades to prevent further ground water degradation • Upon completion of the RCCC, or at the direction of DOE, the 300 Area water system may be reassigned to the MSC. <p><u>Note:</u> The 100K Area and 400 Area Water Systems will be operated and maintained by the PRC.</p>
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Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
P/S	Sewer Systems	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	WAC 246-272, 272A, 272B, <i>Large On-site Sewage Systems</i> ; WAC 173-224, <i>Sanitary Sewers</i>	Hanford Site-wide sewer upgrades and Basic Service are funded through MSC; provided at no cost to Hanford Site Contractors. Direct, mission-related upgrade projects are paid for by the Hanford Site Contractor requiring the upgrade

		<p>Sewer system operations provide sewer pumper truck services and collection of sewage through piping for treatment and disposal in subsurface soil absorption systems. The geographic areas to be served are the 600 Area and 200 Area. The 100N Area sanitary sewer system, the 100N Sanitary Sewage Lagoon, all 100 B Area, C Area, D Area, F Area, H Area, and the 200 Area ERDF sanitary sewer holding tanks, and the 300 Area sanitary sewer system are within the scope of the RCCC. The 100N Lagoon is operated by RCCC. Additionally, the RCCC pipes waste directly to the lagoon from the 100 Area operations.</p> <ul style="list-style-type: none"> • MSC shall operate the Hanford Site sanitary sewer systems, including compliance sampling; maintenance of support structures, systems, and components; and performance of sewer administration duties in accordance with the State of Washington sanitary sewer regulations. • MSC shall update the existing <i>Sewer System Master Plan</i>. The Plan shall document a strategy for managing repairs, life extensions, replacements, and deactivations for facilities and equipment for the sewer systems within the scope of this contract over a ten year planning horizon and shall be updated every two (2) years. • MSC shall coordinate termination of 100N lagoon use with RCCC and determine alternate disposal operations for pumped sewer system waste. • Hanford Site Contractors shall provide input to the <i>Sewer System Master Plan</i>. <p><u>Notes:</u></p> <ul style="list-style-type: none"> • The 100N Area sanitary sewer system, the 100N Sanitary Sewage Lagoon, all 100 B Area, C Area, D Area, F Area, H Area, and the 200 Area ERDF sanitary sewer holding tanks, and the 300 Area sanitary sewer system are excluded from the scope of this Contract. These sewer systems are within the scope of the RCCC. The 100N Lagoon is operated by RCCC. Additionally, the RCCC pipes waste directly to the lagoon from the 100 Area operations. Currently, waste pumped from area sewer systems are deposited in that lagoon and are expected to be available to the MSC until late 2008/early 2009. Upon completion of the RCCC, or at the direction of DOE, utilities assigned to the RCCC, may be reassigned to the MSC. • The 100K Area and 400 Area sanitary sewer systems will be operated and maintained by the PRC.
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Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Sanitary Waste Management and Disposal	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC (PNNL on Hanford Site)		Usage based Service reimbursed by the user
<p>Sanitary Waste Management and Disposal function consists of waste collected from on-site dumpsters and transport to off-site landfills for disposal. This includes management and oversight of Hanford sanitary, inert and demolition waste landfills that are currently in operation or closed.</p> <ul style="list-style-type: none"> • MSC shall pick-up, inspect, and dispose of non-radioactive, non-hazardous dry waste. • Hanford Site Contractors shall request and provide requirements for service. 									

Site Business Management									
Type of Interface	Activity (Service – Mandatory and Interface)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Land-Use Planning and Management (Service mandatory only for site selection and excavation permits)	Provide service	Request service from MSC and provide input	Request service from MSC and provide input	Request service from MSC and provide input	Request service from MSC and provide input	Receive service from and provide input to MSC, as applicable	CRD O 430.1B, <i>Real Property Asset Management</i>	MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs

		<p>Land-Use Planning and Management consists of land-use planning (for the Hanford Site, in general and specific parcels) and management (including day-to-day implementation of the <i>Comprehensive Land Use Plan [CLUP]</i>).</p> <ul style="list-style-type: none"> • MSC shall perform management of real property at the Hanford Site for DOE and coordinate the use of real property among Hanford Site Contractors. MSC shall perform a range of real property activities, such as conducting land-use planning for areas and specific parcels; conducting reviews and integrating land-use requests for all new facilities, infrastructure systems, land improvements, or change of land use; conducting land management activities, including day-to-day implementation of the CLUP; managing land use requirements and beneficial reuse of land; and conducting real estate activities in the out-grant and disposal of real property or interests therein. • MSC shall implement the CLUP as directed or interpreted by DOE. MSC shall assess the need for updating the existing or developing new Area Management Plans and Resource Management Plans. In coordination with other Hanford Site Contractors, the MSC shall develop new plans and update existing plans where applicable. • MSC shall administer and manage the Site Selection and Excavation Permit process. • MSC shall monitor and assess the use of real property to assure compliance with restrictions, such as institutional controls. • MSC shall manage real property by reviewing property uses, reclassifying land use and facilities, investigating and characterizing land, monitor misuse of property or encroachments, identifying orphan or unknown land uses (e.g., non-pristine land, hazards, and waste sites), dispositioning non-permitted activities; and tracking and documenting land-use occurrences and activities. • Hanford Site Contractors shall support the land-use planning and management program as administered by the MSC, including providing input to the Ten Year Site Plan (TYSP). • MSC shall develop the TYSP for the Hanford Site in coordination with other Site Contractors and in accordance with CRD O 430.1B, <i>Real Property Asset Management</i>.
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Type of Interface	Activity (Interface)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I	Long-term Stewardship	Receive input from Site Contractors	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC	N/A	Hanford Site <i>Comprehensive Environmental Response, Compensation, and Liability Act of 1980</i> (CERCLA) Records of Decision. CERCLA 5-Year Review criteria.	MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs. Cost for sites transferred (post-remediated) to MSC are the responsibility of the MSC. Transition costs are the responsibility of the respective Hanford Site Contractor.
		<p>Long-term stewardship (LTS) includes all engineered and non-engineered institutional controls designed to contain or to prevent exposures to any potential residual contamination and waste, such as surveillance activities, record-keeping activities, inspections, groundwater monitoring, ongoing pump and treat activities, cap repair, maintenance of entombed buildings or facilities, maintenance of other barriers and containment structures, access control, and posting signs.</p> <ul style="list-style-type: none"> • MSC shall provide for integrated planning of LTS for the entirety of the Hanford Site. • MSC shall prepare and maintain the <i>Hanford Long-Term Stewardship Plan</i>, the <i>Long Term Surveillance and Maintenance Plan</i>, and the <i>Hanford Long-Term Stewardship Information Management Plan</i>. • MSC shall coordinate with Hanford Site Contractors and compile data and prepare the Hanford Site-wide assessments of institutional controls, and the Hanford Site-wide <i>Comprehensive Environmental Response, Compensation, and Liability Act of 1980</i> (CERCLA) 5-year reviews including comment response. • MSC shall execute LTS for those portions of the Site assigned to the MSC, with exception of groundwater monitoring, groundwater remediation activities, and ongoing pump and treat activities. • Hanford Site Contractors provide information for the <i>Hanford Long-Term Stewardship Plan</i>, <i>Annual NEPA Mitigation Action Plan Accomplishments</i>, <i>IC Plan</i>, <i>Hanford Long-Term Stewardship Information Management Plan</i>, CERCLA 5-year reviews, & <i>Site Transition Plans</i>. • Hanford Site Contractors shall comply with the Transition Plans for transfer of remediated sites to MSC. • Hanford Site Contractors shall coordinate with the MSC in development of CERCLA RODs including institutional controls to achieve consistency with the LTS Plan. 							

Type of Interface	Activity (Interface)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I	Facility Information Management System (FIMS)	Receive input from Site Contractors	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC, as applicable	CRD O 430.1B, <i>Real Property Asset Management</i>	MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
<p>DOE uses FIMS as the Complex-wide real property database for real property which provides an inventory and management tool that assists with planning and managing real property assets. FIMS is centrally managed at DOE Headquarters.</p> <ul style="list-style-type: none"> • MSC shall manage the local effort for FIMS, meeting specific, annual reporting requirements and shall be responsible for collecting data from Hanford Site Contractors in order to meet all mandatory reporting requirements. • Hanford Site Contractors deliver FIMS data and input to the <i>Comprehensive Data/Site Management Strategy</i> for spatial data. 									
Type of Interface	Activity (Interface)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I	Hanford Site Structures List and Hanford Waste Site Assignment List	Receive input from Site Contractors	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC		MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs

		<p>The <i>Hanford Site Structures List (List)</i> and <i>Hanford Site Assignment List</i> is the integrated, central inventory of Hanford facilities, structures, and waste sites. DOE Hanford uses these lists for integrated planning of baselines, cost-estimating, reporting DOE Gold Chart metrics, establishing assignment of responsibility for each facility and waste site to Site Contractors, support to FIMS, HSTD (Hanford Site Technical Data Base), Caretaker, and WIDS. This activity provides for maintenance, configuration control, and upgrading of the Lists.</p> <ul style="list-style-type: none"> • MSC shall maintain the <i>Hanford Site Structures List</i> and <i>Hanford Waste Site Assignment List</i> serving as Administrator of the data, and is responsible for the platform for the data and Site-wide reporting. • MSC shall be responsible for the Site-wide configuration control process, and shall be responsible for collecting data from Hanford Site Contractors in order to meet all mandatory reporting requirements. • Proposed changes in assignment of facilities must be ratified by DOE. <p>Hanford Site Contractors deliver facilities, structures, and wastes site data and input to the <i>Hanford Site Structures List</i> and <i>Hanford Waste Site Assignment List</i>.</p> <p>The Hanford Site Contractors shall provide data and support to the MSC, for the Hanford Sites Contractor’s facilities, waste sites and activities, to support maintenance of the <i>Hanford Site Structures List</i> and <i>Hanford Waste Site Assignment List</i>, Hanford Site Contractors supplying information/ data are responsible for data quality.</p>							
Type of Interface	Activity (Interface)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I	Condition Assessment Surveys (CAS)	Receive input from Site Contractors	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC		<p>MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs</p> <p>CAS is used to assess the current material condition of its facilities, structures, systems, and equipment, and documents maintenance deficiencies. The assessment information for each assessed item is entered into the Condition Assessment Information System (CAIS), which provides an estimate of maintenance upgrade costs.</p> <ul style="list-style-type: none"> • MSC shall manage the Hanford Site CAS/CAIS and provide for the administration of and execution of the CAS inspection program in order to accurately evaluate the existing state of specific facilities and identifying the deferred maintenance liability. • MSC shall coordinate all of the necessary inspection activities with the various site Contractors that have eligible facilities for CAS inspections. • MSC shall make the CAS data available to the mission Contractors. • Hanford Site Contractors shall enable access to MSC for conducting on-site condition assessments.

Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Geospatial Information Management	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC, as applicable		MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
<p>Geospatial Information (relates the visualization, measurement, and analysis of features or phenomena that occur on the earth) supports the execution of requirements for worker health, land use planning, emergency response, etc., and is available to all Hanford Site Contractors.</p> <ul style="list-style-type: none"> MSC shall develop and implement a comprehensive <i>Hanford Geospatial Information Strategy and Implementation Plan (H-GIS)</i> to ensure that all spatial data, information and documentation required for accomplishing the Hanford Site missions are captured, managed, and preserved. The MSC shall provide general and business-specific Hanford Site maps, and act as a central geospatial clearinghouse to coordinate, capture, manage, and share geospatial information, including management of the Hanford Geographical Information System (HGIS). Hanford Site Contractors deliver data to MSC and input to <i>Comprehensive Data/Site Management Strategy</i> for spatial data. 									

Type of Interface	Activity (Service - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Property Systems/- Acquisition & Materials Management	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC, as applicable (PNNL on Hanford Site)		<p>MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs and any costs associated with delivery of excess materials to the central recycling and turn-over of excess property for disposition</p> <p>Property Systems/Acquisition & Materials Management consists of Site-wide processes and procedures for centralized personal property management functions, such as recycling of precious metals and processing equipment that is no longer needed through the excess property system. Tracking of all DOE-owned, Contractor-managed property (Site-wide) is accomplished by means of decentralized data entry into the primary property management site-wide database (Sunflower Asset Management System [SAMS]). The Program also manages the centralized storage and staging of equipment and inventory through the use of various on-Site warehouses.</p> <ul style="list-style-type: none"> MSC shall provide a Site-wide Personal Property Systems and Materials Management Program that provides for tracking of accountable personal property, management of the property management database (Sunflower Asset Management System [SAMS], including providing Site-wide property management reports) and other related systems; central recycling; excess property dispositioning; and equipment transfers and loans. MSC shall manage the (on-site) "stores" inventory warehouses. As required, the MSC shall provide for delivery of inventory items to on-Site locations managed by other Contractors. MSC shall manage the supply chain, and evaluate Site-wide demand, usage trends, and programmatic requirements to act as lead in the reduction of existing line item site inventory to the lowest achievable levels. And administer the spare parts program for the Hanford Site Hanford Site Contractors deliver input to MSC to include warehouse requirement needs, Property Information Data Systems (PIDS) data, and Contractor Balanced Scorecard Report data; and deliver property no longer required.

Type of Interface	Activity (Interface)	Pension and Savings Committee	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I	Hanford Site Pension Plan (HSP) Hanford Site Savings Plan (HSSP) Hanford Employee Welfare Trust (HEWT)	Receive input from sponsoring Site Contractors and provide to MSC	Sponsor and receive input from Pension and Savings Committee	Sponsor and deliver input to Pension and Savings Committee	Sponsor and deliver input to Pension and Savings Committee	Sponsor and deliver input to Pension and Savings Committee	Sponsor and deliver input to Pension and Savings Committee	N/A	<i>Employee Retirement Income Security Act</i> Financial Accounting Standards Internal Revenue Code Internal Revenue Service Regulations FAR 31.205 DEAR 970.3102-2	MSC bears the cost burden of program administration shall be costs of each plan individually and allocated to the participating sponsors (Hanford Site Contractors)
<ul style="list-style-type: none"> • MSC shall provide administration for the HSP, HSSP, and HEWT. • Hanford Site participating sponsors provide funding and deliver input to the Pension and Savings Committee whose decisions are provided to the MSC. 										

Type of Interface	Activity (Interface)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	External Affairs	Provide service and receive support from Site Contractors	Support MSC	Support MSC	Support MSC	Support MSC	Support MSC		MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
<p>External Affairs includes assistance to DOE in its programs to communicate with outside entities for Hanford Site tours.</p> <ul style="list-style-type: none"> • MSC shall work with DOE to strategize, plan, arrange logistics for and conduct or support Hanford Site tours and visits to projects/facilities by external parties as requested. • MSC shall provide transportation, badging coordination, working with other Site Contractors, as needed, and providing guides/speakers, handouts, and refreshments, as appropriate or as requested. • Hanford Site Contractors shall provide technical staff support to MSC when their facilities or waste sites are visited, to include guides/speakers, and handouts, appropriate, when the tour involves respective Hanford Site Contractor workscope. • MSC shall support DOE's management of the Hanford web site. 									
Type of Interface	Activity (Interface)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I	External Reviews	Receive support from Site Contractors	Support MSC	Support MSC	Support MSC	Support MSC	Support MSC as applicable		MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs

		<p>External Reviews provides support to DOE during audits and assessments from outside entities having oversight responsibility for DOE-RL and DOE-ORP and their Contractors. These entities include the Defense Nuclear Facilities Safety Board, the Government Accountability Office, the DOE Office of Inspector General, and other governmental and Department of Energy oversight organizations, such as the Office of Health, Safety, and Security and Office of Enforcement.</p> <ul style="list-style-type: none"> The MSC shall support DOE-RL and DOE-ORP in hosting staff from auditing and assessing organizations, providing or coordinating required presentations, responding to information requests, and by providing required subject matter experts to respond to questions and information requests. Hanford Site Contractors shall provide support to MSC, as directed by DOE, in their External Reviews responsibilities. 							
Type of Interface	Activity (Service – Optional)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Courier Services	Provide service to Site Contractors	Receive service from MSC	Receive service from MSC	Receive service from MSC	Receive service from MSC	Receive service from MSC, as applicable		Funded through MSC; provided at no cost to Hanford Site Contractors
		<p>Courier services for the Hanford Site includes delivery and pickup of miscellaneous items, such as calibrated instruments, medical samples, equipment to be repaired, and essential (time-sensitive, critical) documents.</p> <ul style="list-style-type: none"> MSC shall provide transportation of priority or time-sensitive documents, medical samples or supplies (i.e., serum, blood samples, medical records, etc.), calibrated instruments, new or used office machines to and from repair facilities, and pickup and shredding of classified documents. Hanford Site Contractors shall request and provide requirements for service. 							
Type of Interface	Activity (Service – Large Volume: Mandatory; Convenience Copiers: Optional)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Reproduction Services	Provide service to Site Contractors	Receive service from MSC	Receive service from MSC	Optional	Optional	Optional service (except DOE)		Usage based Service reimbursed by the user.

		<p>Reproduction Services provides large volume document reproduction services and manages the convenience copier contract. Reproduction includes duplication of paper ,digitally transmitted documents, and engineering drawings; high volume copying services; color copies; forms reproduction; special bindings; tabbing, etc.</p> <ul style="list-style-type: none"> • MSC shall provide printing, duplicating, binding, and reproduction services for the Hanford Site. • Hanford Site Contractors shall be responsible for identifying convenience copier locations to the MSC and for costs incurred to utilize equipment provided through the MSC copier contract. • Hanford Site Contractors shall request and provide requirements for service. 							
Type of Interface	Activity (Service – Optional Standards - Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Multi-media Services	Provide service to Site Contractors	Receive service from MSC	Receive service from MSC	Receive service from MSC	Receive service from MSC	Receive service from MSC, as applicable	Hanford Site Multimedia Standards	Usage based Service reimbursed by the user.
		<p>Multi-media Services provides for the development, production, or acquisition of photos, videotapes, movies, audio productions, and other similar types of media.</p> <ul style="list-style-type: none"> • MSC multi-media organization shall be a centralized resource for the Hanford Site. The Contractor shall establish the standards and written procedures that shall be used by all Hanford Site Contractors and DOE to inventory photographs, videos, etc, identified as records. The standards/procedures shall direct that all photos, videos, etc. taken or acquired are indexed, and that the images/photos are merged into a Hanford Site archive or clearinghouse. • MSC shall conduct aerial photography of the Hanford Site (e.g., monthly), as directed by DOE. • Whether using MSC, or procuring outside services, Hanford Site Contractors shall: <ul style="list-style-type: none"> - Comply with Hanford Site multi-media standards; - Provide multi-media records to the MSC. 							

Type of Interface	Activity (Service – Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Mail Services	Provide service to Site Contractors	Receive service from MSC	Receive service from MSC	Receive service from MSC	Receive service from MSC	Receive service from MSC, as applicable	DOE G 573.1-1, <i>Mail Services Users Guide</i> 41 CFR 102–192, <i>Mail Management</i> U. S. Postal Services <i>Domestic Mail Management</i> and <i>International Mail Management</i>	Funded through MSC; provided at no cost to Hanford Site Contractors.
<p>Mail Services for the Hanford Site includes delivery to major building/locations and relies on the serviced organization/company to deliver mail to individuals within their respective organizations.</p> <ul style="list-style-type: none"> • MSC shall provide for basic mail services, including pickup and delivery of interplant and U.S. Postal mail to customers. The work scope includes the pickup, routing and delivery of interplant mail (i.e., mail that does not leave the Hanford Site). • MSC shall distribute and pickup mail at defined locations in the Contractor’s facilities. • Hanford Site Contractors shall be responsible for mail distribution to Contractor staff within their facility. 									

Type of Interface	Activity (Service – Optional)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Site Forms Management	Provide service to Site Contractors	Receive service from MSC	Receive service from MSC	N/A	N/A	Receive service from MSC (only DOE)		Funded through MSC; provided at no cost to Hanford Site Contractors.
<p>Site Forms Management consists of a centralized and configuration-controlled forms management program that applies consistent design and utilizes the use of electronic forms in gathering of electronic record information to electronic records systems.</p> <ul style="list-style-type: none"> • MSC shall administer the Hanford Site forms management system and process, and design electronic forms for interactive use, as well as, conventional hard copy forms. MSC shall develop/design/revise/approve electronic and hard copy forms, eliminate obsolete or duplicate forms, maintain Site forms historical records, and maintain the system for centralized configuration management of site electronic and conventional hard copy forms. Development of forms shall be coordinated with the sponsor and its users. • Hanford Site Contractors may request and provide requirements for service. • Hanford Site Contractors are allowed to create and maintain unique forms relevant solely to their internal use, unless otherwise prohibited by Site policy. 									

Information Resources/Content (Records) Management (IR/CM)									
Type of Interface	Activity (Interface)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I	Strategic Planning & Program Management	Receive input from Site Contractors	Deliver input to MSC	Deliver input to MSC	N/A	N/A	Receive service from MSC, as applicable	<i>Clinger-Cohen Act</i> OMB A-11, A-300 all applicable Federal Information Technology requirements	MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
		Strategic Planning & Program Management assesses the current IR/CM technology infrastructure, systems, applications, and business practices and provides recommendations for improving the scalability and reducing the life-costs over the current approach. <ul style="list-style-type: none"> MSC shall develop a <i>Computing and Telecommunications Strategic Plan</i>. PRC and TOC shall provide input to the <i>Computing, Telecommunications, and Content (Records) Management Strategic Plan</i>. 							
Type of Interface	Activity (Service – Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Telephone Services	Provide service to Site Contractors	Receive service from MSC	Receive service from MSC	N/A	N/A	Receive service from MSC, as applicable		Usage based service reimbursed by the user
		Telephone Services function consist of the Hanford Site Telephone Exchange activities that encompass voice, data, special circuits, 9-1-1 support, and attendant/operator services to Hanford Site programs, projects, and support organizations. <ul style="list-style-type: none"> MSC shall provide and maintain telecommunications capability and capacity sufficient to meet the needs of the Hanford site, encompassing those systems required to maintain data transmissions, including local, state, national, and international subscribers; data and network circuits; off-premise stations; telephone service to offsite offices occupied by Hanford Site end-users; alerting and crash alarm systems; and other miscellaneous voice and data circuits. Hanford Site Contractors shall request and provide requirements for service. 							

Type of Interface	Activity (Service – Optional, except Emergency Response, which is Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Pager Services	Provide service to Site Contractors	Receive service from MSC	Receive service from MSC	N/A	Receive service from MSC	Receive service from MSC, as applicable		Usage-based service reimbursed by the user. Emergency Response related pagers are paid by MSC.
<p>Pager Services provides the electronic network and devices for Hanford Site paging.</p> <ul style="list-style-type: none"> MSC shall provide maintenance, operations and account administration of the Government-owned Hanford Site pager infrastructure and commercial pager services, including site, regional and national paging services. MSC shall provide system designs, integration, maintenance, frequency management, associated engineering services, and support to manage regional, international, and nonstandard inventory for pager replacement parts. Hanford Site Contractors may request and provide requirements for service. 									

Type of Interface	Activity (Service – Optional)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Radio Services for Crafts	Provide service to Site Contractors	Receive service from MSC	Receive service from MSC	N/A	Receive service from MSC	Receive service from MSC, as applicable	National Telecommunications and Information Administration requirements	Usage-based service reimbursed by the user. Equipment (radios, antennas, etc., costs are the responsibility of the Hanford Site Contractor
<p>Radio Services for Crafts provides radio communication infrastructure and licensing.</p> <ul style="list-style-type: none"> • MSC shall provide engineering, maintenance and operations of non-emergency radio communication services, including associated infrastructure. • MSC shall manage radio spectrum licensing and design, engineering integration, operations and maintenance, installation, upgrade and required system calibration services, and registration of radio frequencies with the National Telecommunications and Information Administration. • Hanford Site Contractors shall request and provide requirements for service. If procuring radios, the Contractor must comply with Hanford Site specifications. 									

Type of Interface	Activity (Service – Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Radio Services for Emergency Services	Provide service to Site Contractors	Receive service from MSC	Receive service from MSC	N/A	Receive service from MSC	Receive service from MSC, as applicable	National Telecommunications and Information Administration requirements	Funded through MSC; provided at no cost to Hanford Site Contractors. Equipment (radios, antennas, etc., costs are the responsibility of the Hanford Site Contractor
<p>Radio Services for Emergency Services provides radio communication infrastructure and licensing.</p> <ul style="list-style-type: none"> • MSC shall provide engineering, maintenance and operations of radio communication services, including two-way, fire dispatch, safety and emergency preparedness, security systems and infrastructure. • MSC shall manage radio spectrum licensing and design, engineering integration, operations and maintenance, installation, upgrade and required system calibration services, and registration of radio frequencies with the National Telecommunications and Information Administration. • Hanford Site Contractors shall: <ul style="list-style-type: none"> - Follow Hanford Site radio frequency policy and use the MSC for radio spectrum licensing; and - Request and provide requirements for service. 									

Type of Interface	Activity (Service – Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Network Services	Provide service to Site Contractors	Receive service from MSC	Receive service from MSC	N/A	N/A	Only DOE	CRD M 470.4-2, <i>Physical Protection</i>	Usage based service reimbursed by the user
<p>Network Services consist of the Hanford Local Area Network (HLAN) information infrastructure used by DOE-RL, DOE-ORP and Hanford Site Contractors for intranet and internet services.</p> <ul style="list-style-type: none"> MSC shall operate and maintain the HLAN information/communication infrastructure including Application Hosting Services, Internet Support, Maintenance and Software License Management, Technology Support for Hardware and Software, network management and maintenance, desktop/user services, hardware maintenance, work station acquisition, redeployment and retirement, engineering and configuration, software distribution, and streaming video engineering services. Hanford Site Contractors shall request and provide requirements for service. 									
Type of Interface	Activity (Service – Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Information Systems	Provide service to Site Contractors	Receive service from MSC	Receive service from MSC	N/A	Optional service	Optional service, except DOE		Funded through MSC; provided at no cost to Hanford Site Contractors
<p>Information Systems provide integrated business, technical, and project information systems including management and performance of steady state operations, maintenance, development and enhancements for Hanford Site data systems, and support to project and business functions.</p> <ul style="list-style-type: none"> MSC provides database management, HLAN infrastructure maintenance, video-teleconferencing (VTC) support services, software and systems engineering, system development, systems operations and maintenance (O&M), software testing, software configuration management, and application hosting services. Hanford Site Contractors shall request and provide requirements for service. 									

Type of Interface	Activity (Site-wide System – Mandatory Inventory & Scheduling Service - Optional)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Federal Records Inventory and Schedule Management	Provide service to and receive input from Site Contractors	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC, except PNNL	Various DOE directives and National Archives and Records Administration (NARA) regulations	Funded through MSC; provided at no cost to Hanford Site Contractors. Optional service reimbursed by the user.
<p>Inventory and Schedule Management provides the Hanford Site-wide RIDS database for inventorying and scheduling all Federal records for MSC and for designated Contractors including those documenting the missions, programs, projects and all administrative functions. This work addresses all records (and non-records) originated or held by any of the covered Contractors and includes records in all media, including electronic systems, databases, spreadsheets, microform, photo/negatives, hard copy paper, and all other formats and media.</p> <ul style="list-style-type: none"> • MSC shall provide Hanford Site-wide RIDS database for Hanford Site Federal records. • Other Hanford Site Contractors shall provide RIDS database information. 									
Type of Interface	Activity (Service – Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Major Collection Management	Receive input from Site Contractors	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC (Optional)	Optional	Deliver input to MSC, except PNNL		MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
<p>Major Collection Management provides continued maintenance of significant collections of records. Examples of major collections include engineering drawings, photographs/negatives, videotapes, etc.</p> <ul style="list-style-type: none"> • MSC shall ensure that records in identified collections are indexed, authenticated, metadata complete, and are accessible to those that have a business requirement. • Hanford Site Contractors shall meet the requirements of Major Collection Management as administered by the MSC. 									

Type of Interface	Activity (Service – Mandatory)	MSC (Service Provider)	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Long-Term Records Storage	Provide service to Site Contractors	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Receive service from and provide input to MSC	Optional service	Receive service from and provide input to MSC	Various DOE and NARA regulations, including 36 CFR 1228.	MSC bears the cost burden of program administration
		<p>Long-Term Records Storage provides for physical storage of over 110,000 cubic feet of records in various hard copy medium (paper, photographs, video, tapes, etc.).</p> <ul style="list-style-type: none"> • MSC shall provide long-term physical storage for paper and other hard copy media records and maintain information systems to manage that collection. • Hanford Site Contractors shall coordinate with MSC for pickup of records. 							

Portfolio Management

Type of Interface	Activity (Interface)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I	Hanford Portfolio Planning, Analysis & Performance Assessment <i>(Integrated Hanford Life-Cycle Clean-up Plan; [Hanford] Programmatic Risk Management Plan; P3 schedules, and State of the Site briefing)</i>	Receive input from Site Contractors	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC, except PNNL and DOE		MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
		<p>Hanford Portfolio Planning, Analysis & Performance Assessment consists of support to DOE-RL and DOE-ORP in maintaining the <i>Integrated Hanford Life-Cycle Clean-up Plan</i> that optimizes the mission life-cycle, enabling DOE to ensure cost and schedule efficiency while adequately anticipating and managing programmatic risk.</p> <ul style="list-style-type: none"> MSC shall perform Hanford Site portfolio integration, provide simulation and optimizing analysis tools, and coordinate and assist with integrated scheduling and performance evaluation. MSC shall develop an <i>Integration Issues Management Plan</i>, provide <i>Hanford Portfolio Planning</i>, develop and maintain an <i>Integrated Hanford Life-Cycle Clean-up Plan</i>, and shall evaluate project and program performance against the <i>Integrated Hanford Life-cycle Baseline</i>. Hanford Site Contractors shall provide information to the MSC as necessary to complete the Hanford Portfolio Planning, Analysis & Performance Assessment activities. 							
Type of Interface	Activity (Interface)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I	Project Acquisition and Support	Receive Critical Decision data and information from PRC and TOC	Deliver data and info. to MSC	Deliver data and info. to MSC	N/A	N/A	N/A		MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
		<p>Project Acquisition and Support includes project initiation, design, construction, and/or procurement services to DOE and as an optional service to Hanford Site Contractors.</p> <ul style="list-style-type: none"> As directed by DOE, MSC shall provide the means to enable DOE to perform its project owner management responsibilities, in the areas of planning and procurement actions for new projects, by supporting the Critical Decision (CD) 0 through CD-1/2 phase of new project life-cycles and, when requested, act as project lead in support of the CD-3 and 4 phase of new projects. Hanford Site Contractors shall provide Critical Decision data and information to the MSC as directed by DOE. 							

Type of Interface	Activity (Interface)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I	Independent Assessment and Analysis	Receive input from Site Contractors	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC	Deliver input to MSC, except PNNL and DOE		MSC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
		<p>Independent Assessment and Analysis provides to DOE a capability for ensuring that work is being accomplished in accordance with ESH&Q requirements, or to accomplish special DOE studies and obtain recommendations on an as needed basis to resolve technical and regulatory issues.</p> <ul style="list-style-type: none"> As directed by DOE, MSC shall provide specialty technical expertise, on a task-order basis, for areas such as project management, project control, cost estimating and scheduling, environmental, safety, quality and health, quality assurance, criticality, nuclear safety, radiological control, fire protection, environmental protection, regulatory compliance, Integrated Safety Management System, etc., and conduct independent analyses and generate technical assessment reports as needed in these areas. Hanford Site Contractors shall provide data and facility access to the MSC as required by the Independent Assessment and Analysis activity. 							

PRC SERVICES AND INTERFACE ACTIVITIES									
Solid and Liquid Waste Stabilization and Disposition									
Type of Interface	Activity (Interface)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I	Waste forecast system - Solid Waste Information and Tracking System (SWITS) and Solid Waste Integrated Forecast Technical Database (SWIFT)	Provide data to PRC	Receive data from Site Contractors	Provide data to PRC	Provide data to TOC	Provide data to PRC	Provide data to PRC, except DOE	Solid Waste Information and Tracking System (SWITS) – database requirements	PRC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs.
Waste forecast system identifies future quantities of hazardous and radioactive waste generation for wastes managed by the contract. <ul style="list-style-type: none"> • PRC shall operate and maintain SWITS and SWIFT, and make available to other Site Contractors. • Hanford Site Contractors shall provide waste generation data. 									
Type of Interface	Activity (Service – Mandatory)	MSC	PRC (Service Provider)	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
P	Low Level Waste (LLW) and Mixed Low Level Waste (MLLW) Treatment, Storage, and Disposal	N/A	Receive waste	Package and deliver to PRC	Provide waste to TOC	Package and deliver to PRC	Package and deliver to PRC, except DOE	HNF-EP-0063, Hanford Site Solid Waste Acceptance Criteria HNF-25842, Solid Waste Operations Complex (SWOC) Authorization Agreement (AA)	- PRC provides ready-to-serve capability. Waste generators provide funding for packaging, treatment, transport (including unloading), storage, and disposal - RCCC only pays for treatment, packaging, and transport. - TOC pays WTP waste disposal costs.
This activity provides for LLW and MLLW Treatment, Storage, and Disposal. <ul style="list-style-type: none"> • PRC shall perform waste unloading, receipt, storage, and disposal of LLW and MLLW. • Hanford Site Contractors prepare waste, including packaging and treatment, and provide for waste transport. 									

Type of Interface	Activity (Service – Mandatory)	MSC	PRC (Service Provider)	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
P	Transuranic (TRU) and Transuranic Mixed Waste (TRUM) Packaging and Transportation	N/A	Receive waste from TOC, RCCC, and other Site Contractors	Package and deliver to PRC	N/A	Package and deliver to PRC	Package and deliver to PRC, except DOE	<p><i>Hanford Site Solid Waste Acceptance Criteria (HSSWAC) (HNF-EP-0063)</i> <i>DOE/WIPP-02-3122, Rev.1, Contact-Handled Transuranic Waste Acceptance Criteria for the Waste Isolation Pilot Plant</i> <i>HNF-25842, Solid Waste Operations Complex (SWOC) Authorization Agreement (AA)</i></p>	<ul style="list-style-type: none"> - PRC provides ready-to-serve capability. - Waste generators provide funding to PRC for the increment of work resulting from their waste - RCCC only pays for treatment, packaging, and transport.
<p>This activity provides for Transuranic (TRU) and Transuranic Mixed Waste (TRUM) certification and loading waste for shipment to the Waste Isolation Pilot Plant (WIPP).</p> <ul style="list-style-type: none"> • PRC shall receive waste from Contractors, provides interim storage if required, certifies waste for shipment, prepares payloads, and loads waste for shipment to WIPP or other DOE Sites.. • Hanford Site Contractors shall conduct and budget for packaging (if required by WAC) and transporting waste to PRC, and certifying for WIPP and loading waste for shipment to WIPP or other DOE Sites.. 									

Type of Interface	Activity (Service – Mandatory)	MSC	PRC (Service Provider)	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
P	Industrial and Radioactive Liquid Effluents Treatment and Disposal: 200 and 300 Area Liquid Waste Processing Facilities – <i>Effluent Treatment Facility (ETF), Liquid Effluent Retention Facility (LERF), 200 Area Treated Effluent Disposal Facility (TEDF), State Approved Land Disposal Site (SALDS); 310 Treated Effluent Disposal Facility (TEDF)</i>	N/A	Receive from TOC, WTP and RCCC	Deliver to PRC	Deliver to PRC	Deliver to PRC	Deliver to PRC, except DOE	Per facility safety analysis and waste acceptance criteria. For WTP, Section C.9 ICD 6 of DE-AC27-01RV14136	Funded through PRC; provided at no cost to Hanford Site Contractors
		<p>This activity provides for treatment and disposal of radioactive liquid effluents in the 200 and 300 Areas.</p> <ul style="list-style-type: none"> • PRC shall receive, treat, and dispose of industrial and radioactive liquid effluents from Site Contractors. • Hanford Site Contractors shall send waste to PRC facilities. 							

Type of Interface	Activity (Service – Mandatory)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
P	Immobilized High Level Waste (IHLW) Interim Storage	N/A	Receive from TOC	Transport to PRC	Provide filled IHLW canisters for TOC transport	N/A	N/A	(HNF-29132), Rev. 0, <i>Canister Storage Building and 200 Area Interim Storage Area Authorization Agreement</i> 61 FR 10736, March 15, 1996, Doc. 96-6291 DOE/RW-0351 Rev 3, <i>Waste Acceptance System Requirements Document, E000000000-00811-1708-0001, Rev 03</i>	PRC funds ready to serve operations of the CSB. Modifications to CSB or construction of other storage capability funded by TOC.
This activity provides for storage of IHLW. <ul style="list-style-type: none"> • PRC shall operate and maintain the Canister Storage Building. • TOC and PRC shall coordinate on modifications of the CSB for receipt of the IHLW. 									
Type of Interface	Activity (Service – Mandatory)	MSC	PRC (Service Provider)	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
P	Immobilized low activity waste (ILAW) and bulk vitrification waste Disposal	N/A	Receive from TOC and dispose	Deliver to PRC	N/A	N/A	N/A	Documented Safety Analysis Integrated Disposal Facility Waste Acceptance Criteria [to be developed]	PRC provides ready-to-serve capability; waste generators provide funding to PRC for the increment of work resulting from their waste
This activity provides for disposal of ILAW and bulk vitrification waste. <ul style="list-style-type: none"> • PRC shall operate the Integrated Disposal Facility and receive/dispose waste. • TOC shall prepare and provide for transportation of ILAW and bulk vitrified waste to the IDF for disposal. 									

Groundwater and Vadose Zone Project									
Type of Interface	Activity (Service – Mandatory and Interface)	MSC	PRC (Service Provider)	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Groundwater/Vadose Zone Integration	Deliver to PRC	Receive from Site Contractors	Deliver to PRC	N/A	Deliver to PRC	N/A		PRC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
		<p>The Groundwater/Vadose Zone Integration activity maintains and controls site-wide data and models used for groundwater/vadose zone analysis and coordinates site-wide groundwater/vadose zone activities.</p> <ul style="list-style-type: none"> • PRC shall conduct the groundwater/vadose zone integration project. • Hanford Site Contractors shall participate in PRC periodic planning and coordination meetings; and deliver modeling and risk assessment information. Mission Contractors shall provide comments on the annual update to the <i>Integrated Plan and Schedule for all soil and groundwater work</i>, and the annual <i>Groundwater Monitoring Report</i>. • Hanford Site Contractors shall supply groundwater analysis requirements and reporting of risk assessment data and analysis, input for the Fiscal Year Integrated Groundwater Monitoring Plan for the Hanford Site, comments on the <i>Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) Groundwater and Deep Vadose Zone Remediation Activity Progress Reports</i>. • Hanford Site Contractors shall provide data/information to PRC on self-performed drill and sample soil borings that yield additional vadose zone characterization data, 							

Type of Interface	Activity (Service – Mandatory and Interface)	MSC	PRC (Service Provider)	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Hanford Environmental Data Integration	N/A	Receive from TOC,RCC C, and other Site Contractors	Deliver input to PRC	N/A	Deliver input to PRC	Deliver input to MSC, except DOE		PRC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
<p>This activity provides for maintenance, configuration control, and upgrading of key Hanford Site environmental assessment databases.</p> <ul style="list-style-type: none"> The PRC shall serve as Data Manager for the following information systems: <ul style="list-style-type: none"> - Hanford Environmental Information System (HEIS); - Sample Data Tracking (SDT) System; - Hanford Well Information System (HWIS); - Waste Information Data System (WIDS). The Hanford Site Contractors shall provide data and support to the PRC, for the Hanford Sites Contractor’s facilities and activities, to support maintenance of the above listed Hanford-wide environmental databases. Hanford Site Contractors supplying information/ data are responsible for data quality. 									
Type of Interface	Activity (Interface)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I	Hanford Site Well Drilling and Decommissioning	Coordinate with PRC	Coordinate with TOC, RCCC, MSC, and other Site Contractors	Coordinate with PRC	N/A	Coordinate with PRC	Coordinate with PRC		PRC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
<p>This activity includes drilling and decommissioning of Hanford Site wells.</p> <ul style="list-style-type: none"> PRC shall coordinate with the mission Contractors during the installation and maintenance of wells for the groundwater monitoring well network and maintain and implement the <i>Hanford Site Well Decommissioning Plan</i>. Hanford Site Contractors shall provide input for the <i>Hanford Site Well Decommissioning Plan</i>. 									

Spent Nuclear Fuel

Type of Interface	Activity (Service – Mandatory)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
P	Special Nuclear Fuel (SNF) Fragments Transportation	N/A	Receive from RCCC	N/A	N/A	Transfer to PRC	N/A		PRC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
SNF fragments are safely stored. <ul style="list-style-type: none"> • RCCC shall package SNF fragments and transport to PRC. • PRC shall receive packaged SNF fragments from RCCC. 									

TOC SERVICES AND INTERFACE ACTIVITIES									
Base Operations									
Type of Interface	Activity (Interface)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I	Double Shell Tank (DST) System Management	N/A	N/A	Integrate with WTP	Deliver input to TOC	N/A	N/A		TOC bears the cost burden of program administration
<p>DST System Management maintains acceptable waste feed specifications for future waste feed delivery to the WTP while also maximizing use of available DST space to facilitate single-shell tank waste retrieval and any in-tank treatment to preserve tank integrity and improve waste feed characteristics.</p> <ul style="list-style-type: none"> • TOC shall integrate with the WTP Contractor, develop the <i>Integrated Waste Feed Delivery Plan</i>, and the <i>River Protection Project System Plan</i>, and operate the DST system. • WTP shall provide input for feed delivery integration. 									
Type of Interface	Activity (Service – Mandatory)	MSC	PRC	TOC (Service Provider)	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Vent and Balance	Receive service from TOC	Receive service from TOC	Provide service to PRC and MSC	N/A	N/A	N/A		Usage based Service reimbursed by the user
<p>Vent and Balance provides as a variable service, testing of ventilation and filters, and ventilation balance to maintain established flows and pressures on systems. Specifics include ventilation stack flow testing, fume hood flow testing, high efficiency particulate air (HEPA) filter vacuum testing/certification and HEPA filter efficiency testing.</p> <ul style="list-style-type: none"> • TOC shall perform cost-effective/efficient Vent and Balance services (primarily HEPA filter testing and replacement) for RPP facilities and for the balance of the Hanford Site. • PRC and MSC shall request and provide requirements for service. 									

Type of Interface	Activity (Service – Mandatory)	Contractor	MSC	PRC	TOC (Service Provider)	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Analytical Laboratory Support (Landlord Services for 222-S Laboratory Complex)	Receive service from TOC	N/A	N/A	Provide service to Contractor	N/A	N/A	N/A		Funded through TOC; provided at no cost to Hanford Site Contractors.
<p>Analytical Services are performed by the Contractor (Contractor), a separate prime Contractor to DOE-ORP, while laboratory facility operations and maintenance are performed by the Contractor.</p> <ul style="list-style-type: none"> • TOC shall operate and maintain the 222-S Laboratory Complex to support analysis activities performed by the Contractor. • Contractor will provide input and coordination to support operations. 										
Type of Interface	Activity (Interface)	Contractor	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I	Analytical Integrated Planning (222-S Laboratory Complex)	Provide data to TOC	N/A	Provide data to TOC	Integrate data	N/A	N/A	N/A		TOC bears the cost burden of program administration; Hanford Site Contractors bear internal implementation costs
<p>Analytical Integrated Planning provides integrated Site-wide analysis plans, data quality objectives, and process and analytical technology support.</p> <ul style="list-style-type: none"> • TOC shall interface with the Contractor to develop sample analysis rates and waste generation estimates. • Hanford Site Contractors shall use integrated planning products to plan sample analysis expenditures. • Hanford Site Contractors shall provide input to support sample analysis planning. 										

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Type of Interface	Activity (Interface)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I	Tank Closure and Waste Management Environmental Impact Statement (EIS) and Record of Decision (ROD)	Deliver input to DOE-ORP	Deliver input to DOE-ORP	Deliver input to DOE-ORP	N/A	N/A	N/A	Per EIS Project Plan	Hanford Site Contractors bear the cost of their respective resources for this activity
		<p><i>Tank Closure and Waste Management EIS and ROD</i> is a regulatory requirement supporting Hanford Site closure activities. DOE is currently preparing the Tank Closure and Waste Management (TC & WM) Environmental Impact Statement (EIS). The TC & WM EIS is evaluating options for managing and disposing of waste, supplemental treatment, tank closure and establishing final end states for the Fast Flux Test Facility (FFTF) at Hanford. These decisions are expected to be applied to the related programs after 2009.</p> <ul style="list-style-type: none"> • DOE-ORP will develop the <i>Tank Closure and Waste Management EIS and ROD</i>. • Hanford Site Contractors shall provide input to the <i>Tank Closure and Waste Management EIS and ROD</i>. 							

Waste Treatment and Immobilization Plant Support									
Type of Interface	Activity (Service – Mandatory and Interface)	MSC	PRC	TOC (Service Provider)	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	WTP Support	N/A	N/A	Coordinate and provide services to WTP	Receive service from and provide input to TOC	N/A	N/A	ICD 1, <i>Raw Water</i> ICD 2, <i>Potable Water</i> ICD 3, <i>Radioactive Solid Wastes</i> ICD 5, <i>Non-Radioactive, Non-Dangerous Liquid Effluents</i> ICD 6, <i>Radioactive Dangerous Liquid Effluents</i> ICD 9, <i>Land for Siting</i> ICD 11, <i>Electricity</i> ICD 12, <i>Roads</i> ICD 14, <i>Immobilized High-Level Waste</i> ICD 15, <i>Immobilized Low-Activity Waste</i> ICD 19, <i>Low-Activity Waste Feed</i> ICD 23, <i>Waste Treatability Samples</i> ICD 28, <i>Pit 30 Aggregate Supply for Construction</i>	WTP and TOC bear the cost of their respective resources for this activity
<p>WTP interface provides support for WTP construction.</p> <ul style="list-style-type: none"> • MSC, PRC, and TOC shall comply with the existing Interface Control Documents with the WTP Contractor. • TOC shall be responsible for coordinating, planning and paying for the WTP Contractor’s requirements for infrastructure, utility, and service support from the MSC. • WTP shall maintain WTP Interface Control Documents. 									

OTHER DOE DIRECT-CONTRACTED SERVICES										
Type of Interface	Activity (Service - Optional)	Del Sol, Inc (Service Provider).	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Janitorial Service	Provide service to Site Contractors	Receive service	Receive service	Receive service	N/A	Receive service	Receive service		General and Administrative (G&A) cost for each contract
Del Sol, Inc. provides janitorial services for certain buildings in the 600, 700 and 1100 Areas of the DOE-RL, Richland, Washington. Services include light cleaning, high cleaning, and special services, as needed.										

Type of Interface	Activity (Service - Optional)	Unitech Services Group (Service Provider)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Laundry Service	Provide service to Site Contractors	Receive service	Receive service	Receive service	Receive service	Receive service	Receive service		Fee for service
Unitech Services Group provides for commercial laundry and decontamination services for government-owned protective clothing, non-regulated items, and regulated face pieces. This service includes periodic batch pick-up and drop-off at site locations.										

Type of Interface	Activity (Service - Mandatory)	AMH (Service Provider)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Occupational Medicine Service	Provide service to Site Contractors	Receive service	Receive service	Receive service	N/A	Receive service	Optional service		Fee for service
<p>AdvanceMed Hanford (AMH), under a separate prime contract to DOE-RL manages the Site Occupational Medical Contract to provide occupational health services through health risk management and occupational health services to personnel at Hanford. AMH has the lead to coordinate Health Risk Management program teams with the Site in identifying and analyzing the hazards that Hanford personnel face in the work environment and brings an awareness of health and safety issues to DOE, Hanford Site Contractors, and others.</p> <p>AMH provides the following, but is not limited to these types of services: medical monitoring and qualification examinations, including the controlled substances/alcohol testing program (mandatory use); diagnosis and treatment of occupational injury or illness; monitored care; legacy health issues; employee counseling and health promotion; occupational health process improvement; human reliability testing; records management; emergency and disaster preparedness; health care cost management; field/facility visits; case management; records and data extraction; other occupational medicine services; reporting; and supporting transition.</p>										
Type of Interface	Activity (Interface & Service -- Mandatory)	Westech (Service Provider)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
I/S	Personnel Security Services	Provide service to Site Contractors	Receive service from and provide input to Westech	Receive service from and provide input to Westech	Receive service from and provide input to Westech	N/A	Receive service from and provide input to Westech	Receive service from and provide input to Westech	CRD M 470.4-5, <i>Personnel Security</i>	Direct funded by DOE
<p>Westech currently provides technical and administrative support expertise for the implementation of the DOE Personnel Security Program, including clearance and special access processing, adjudication of investigative reports, human reliability programs, and other personnel security related programs. Westech also provides transcription services, screening and processing classified mail, operation of the vault, visitor control and security education for both employees and visitors located in the Federal Office Building (FOB), and management of several personnel security-related databases.</p>										

Type of Interface	Activity (Service - Optional)	PNNL (Service Provider)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Research, development, and demonstration	Provide service to Site Contractors	Receive service	Receive service	Receive service	Receive service	Receive service	Receive service		Fee for service
<p>PNNL is one of five Office of Science multi-program laboratories that conduct research and development activities. Some of the programs conducted at PNNL are part of the DOE Office of Science laboratory system and require no integration with the Hanford DOE Office of Environmental Management programs; however, many of the research and technology development programs have direct relevance to the Hanford cleanup mission. As applicable, the Contractor is encouraged to utilize the scientific and technical capabilities available from PNNL and work directly with PNNL to maximize the benefit to Hanford from the National research and development program.</p>										
Type of Interface	Activity (Service - Mandatory)	Contractor (Service Provider)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Sample Analysis (highly radioactive)	Provide services to TOC and PRC	N/A	Receive services from Contractor	Receive services from Contractor	N/A	N/A	N/A		Fee for service
<p>Analytical Services are performed by the Contractor (Contractor) under a separate prime contract to DOE-ORP is responsible for providing analysis of highly radioactive samples in support of Hanford Site projects. These services will be performed in the 222-S Laboratory Complex located in the 200 Area of Hanford.</p> <p>The Contractor is responsible for: receiving samples, which are potentially highly radioactive; preparing samples, which are potentially highly radioactive for analysis; recording and tracking all samples and related waste materials; performing chemical and radionuclide analyses using necessary quality control and quality assurance; reporting the results and archive sample remainders as required by the customer; and providing Standards Laboratory services for the Hanford Site.</p>										

Type of Interface	Activity (Service - Mandatory)	JCI (Service Provider)	MSC	PRC	TOC	WTP	RCCC	Other Site Users	Requirements	Cost Allocations
S	Steam Services	Deliver service to Site Contract or	Receive service	Receive service	Receive service	N/A	Receive service	Receive service		RCCC & TOC "advance" pay from their DOE funding allocations. MSC & PRC costs are funded by DOE-RL directly to JCI from PBS-40
Johnson Controls, Incorporated (JCI), under a separate prime contract, is responsible for the Energy Savings Performance Contract, which currently includes steam service to support heating and other operations at the Site and air compressors for twenty 300 Area facilities. JCI can also propose additional energy conservation measures. These may include, but are not limited to, lighting system upgrades; pumping system upgrades; automation; heating, ventilation, and air conditioning upgrade; and addition of utility monitoring and control systems.										
Type of Interface	Activity (Service - Mandatory)	MSC	PRC	TOC	WTP	RCCC (Service Provider)	Other Site Users	Requirements	Cost Allocations	
P	Waste Disposal - CERCLA remediation Low Level (LLW) and Contact-handled and Remote-handled (CH/RH) Mixed Low Level (MLLW)	Deliver to RCCC	Deliver to RCCC	Deliver to RCCC	Deliver to RCCC	Receive from Site Contractors	N/A		Hanford Site Contractors budget for waste treatment and disposal; deliver waste to ERDF.	
<ul style="list-style-type: none"> RCCC performs treatment, storage, and disposal of <i>Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA)</i> LLW and CH/RH-MLLW. Hanford Site Contractors shall request and provide requirements for service. 										